

Cable & Wireless (Cayman Islands) Limited

P.O. Box 293 Grand Cayman KY1-1104 Cayman Islands.

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Our Ref: GRCR/GR/15.24 12 October 2007

Mr. David Archbold, Managing Director, Information and Communication Technology Authority, P.O. Box 2502, 3rd Floor Alissta Towers, Grand Cayman KY1-1104

Dear Mr. Archbold:

# Re: <u>C&W International Private Leased Circuits Service Amendment –</u> <u>General Tariff Item 501</u>

Pursuant to Cable & Wireless (Cayman Islands) Limited "(C&W") last two service amendments and its accompanying filing of Tariff Item 501, Rev 5 and Rev 6, on 15 June 2006 and 14 June 2007 respectively, C&W unintentionally omitted the *Install Fee* for the IPLC service in its rate table.

As such, C&W is filing this amendment to have the rate table updated with the reinstatement of the *Install Fee*.

An amended Tariff Item 501 (Rev 7) is attached for your perusal. Please note the *effective date* of the Tariff has not changed.



Incidentally, the Wholesale Tariff requires no amendment.

Please contact me regarding any questions you may have.

Yours faithfully, Cable & Wireless (Cayman Islands) Ltd.

"Signed"

Rudy B. Ebanks Chief Regulatory and Carrier Relations Officer

c.c. Timothy Adam, Chief Executive C&W Ian Tibbetts, Chief Operating Officer C&W Frans Vandendries, Vice President Regulatory Affairs C&W

Encl.





# PART E DATA SERVICES

## Item 501 International Private Leased Circuits

#### **1.** Service Description

- 1) This Part is subject to the terms and provisions of Item 500 of this Tariff.
- 2) International Private Leased Circuits ("IPLCs") are dedicated, fixed, point-to-point, digital transmission channels between C&W's premises and a virtual mid-point outside the Cayman Islands.
- 3) Upon request C&W can act as the Customer's Agent in providing full IPLC service. C&W has no price control on the far-end overseas portion of this service.
- 4) IPLCs can carry data, digitalized voice, video or any other form of digital transmission, at Bandwidths from 56 kbps to 45 Mbps.
- 5) Rates and charges and available standard Bandwidths are set out in subitem 501.3.
- 6) Initial Terms available for IPLC Services: for contracts signed prior to December 16, 2004 it is month-to-month, 1 year, 3 years or 5 years; for contracts signed on or after December 16, 2004, it is month-to-month with a six month minimum, 1 year, 2 years or 3 years.

#### 2. Terms and Conditions

- 1) For contracts signed prior to December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, three, or five years, or on a month-to-month basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis, at undiscounted prices, until terminated by either party giving not less than one month's prior written notice to the other.
- 1.1) For new customers signing contracts on or after December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, two, or three years, or on a month-to-month (with a six month minimum term) basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis unless the Customer provides C&W not less than 30 days prior written notice



#### Item 501 International Private Leased Circuits - continued

that it does not wish to renew, or unless the Customer accepts another one, two, or three year term.

Existing customers who had C&W IPLC service prior to December 16, 2004 are subject to the following transitional arrangements: Existing customers must re-contract at month-to-month, 1, 2 or 3 year terms in order to take advantage of the new rates. Customers who have had IPLC service for six months or more and do not upgrade or downgrade their service, can re-contract at the month-to-month term, without the 6 month minimum term. Customers who have had IPLC service for fewer than six months or decide to upgrade or downgrade their service, can re-contract at the month-to-month term, without the 6 month minimum term. Customers who have had IPLC service for fewer than six months or decide to upgrade or downgrade their service, can re-contract at the month-to-month term, subject to the 6 month minimum.

- 2) C&W's performance of its obligations shall be limited to the provision of facilities between C&W's premises and a virtual midpoint which, when combined with the facilities of an International Carrier, will establish a communications path between C&W's premises and the Overseas country with which the Customer is concerned. A Domestic Private Leased Circuit, as described in Item 502 of this Part E and ordered separately, is required to extend this service from C&W's premises to the Customer's Service Address.
- 3) The Customer shall be responsible for making any necessary application for facilities to such foreign administrations and/or International Carrier and payment of its charges. C&W undertakes no liability to the Customer for the acts or omissions of such foreign administration and/or other company for faults in or failures of their apparatus.
- 4) Services for Group 1 shall be provided within 14 calendar days of Order Acceptance.
- 5) Services for all other Groups are usually provided with 42 calendar days of Order Acceptance. This may vary due to constraints of other International Carriers or Domestic Carriers involved in building the circuit.



#### Item 501 International Private Leased Circuits - continued

- 6) Faults can be reported to C&W 24 hours a day, 365 days a year. The maximum response time is 1 Working Day. The maximum repair time is 3 Working Days.
- 7) Where any Service provided pursuant to this Item has been continuously unavailable for a continuous period of two hours or more after a failure in the Service has been reported to C&W by reason of some fault in any part of the C&W's network and not as a result of:
  - (a) the fault or negligence of the Customer;
  - (b) failure by the Customer to comply with any of the provisions of this Tariff Item; or
  - (c) power failures, accident, neglect or any other causes outside the control of C&W;

the Customer may apply to C&W for rebate of the Monthly Fee applicable to that Service and appropriate to that period and C&W shall give the Customer a full rebate of the Monthly Fee applicable to that Service, calculated on an hourly basis for the period that the Service is unavailable through the fault of C&W.

- C&W does not guarantee availability of Bandwidths higher than 2 Mbps (2048 kbps).
- 9) The Customer undertakes not to use the IPLCs:
  - i. to resell in whole or in part to third parties on a commercial or any other basis;
  - ii. to resell public traffic;
  - iii. to refile traffic from one country to another; or
  - iv. to resell part or all of any leased circuit capacity.



## Item 501 International Private Leased Circuits - continued

11) The applicable early termination fees on new contracts are as follows:

Term	Termination Terms
Month-to-month	• Customer commits to a 6 month minimum purchase, after which there is NO early termination fee.
1 Year	• 50% of remaining contract value
2 Year	• For termination in first year, 50% of remaining value of first year plus 25% of remaining value of second year;
	• For termination in second year, 25% of remaining value.
3 Year	• For termination in first year, 50% of remaining value of first year, plus 25% of remaining value of second year, plus 15% of remaining value of third year;
	• For termination in second year, 25% of remaining value plus 15% of remaining value of third year
	• For termination in third year, 15% of remaining value



## Item 501 International Private Leased Circuits - continued

#### **3.** Rates and Charges

The following rates and charges apply in CI\$ for contracts signed prior to December  $16^{\text{th}}$  2004 (d)

Circuit (b)	Install Fee	Monthly Fee (a)					
		Band 1	Band 2	Band 3	Band 4		
IPLC: 56 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00		
IPLC: 64 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00		
IPLC: 128 kbps	\$410.00	\$1,800.00	\$4,297.00	\$4,587.00	\$9,740.00		
IPLC: 192 kbps	\$410.00	\$1,679.00	\$5,972.00	\$6,376.00	\$13,539.00		
IPLC: 256 kbps	\$410.00	\$2,092.00	\$12,800.00	\$7,906.00	\$16,788.00		
IPLC: 320 kbps	\$410.00	\$2,429.00	\$8,639.00	\$9,224.00	\$19,585.00		
IPLC: 384 kbps	\$410.00	\$2,729.00	\$9,708.00	\$10,365.00	\$22,007.00		
IPLC: 512 kbps	\$410.00	\$3,221.00	\$11,458.00	\$12,232.00	\$25,973.00		
IPLC: 768 kbps	\$410.00	\$3,916.00	\$13,928.00	\$14,869.00	\$31,573.00		
IPLC: 1024 kbps	\$410.00	\$4,405.00	\$15,668.00	\$16,727.00	\$35,517.00		
IPLC: 1544 kbps	\$410.00	\$5,388.00	\$19,166.00	\$19,916.00	\$43,447.00		
IPLC: 2048 kbps	\$410.00	\$6,923.00	\$24,625.00	\$26,582.00	\$53,600.00		
Countries of		Jamaica	Bahamas	USA	UK		
Destination			Bermuda	Canada			
		Puerto		Brazil			
			Rico				

a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 3 and 5-year contracts respectively on Monthly Fee.

b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.

- c) Other destinations may be quoted upon request. C&W does not guarantee availability of service in any other location and does not guarantee ICTA approval of the associated charge.
- d) Not available to new customers



#### Item 501 International Private Leased Circuits - continued

The following rates and charges apply in CI\$ for contracts signed on or after December 16<sup>th</sup> 2004 and before 01 July, 2006:

Circuit	Install	Monthly Fee							
	Fee	Destination Price Grouping							
Speed		Group1	Group2	Group3	Group4	Group5	Group6	Group7	
IPLC:56/64 kbps	\$410	\$764	\$1480	\$1480	\$1800	\$2160	\$3200	\$3200	
IPLC:128 kbps	\$410	\$1800	\$2200	\$2200	\$2680	\$2800	\$4400	\$4400	
IPLC:256 kbps	\$410	\$2082	\$3400	\$3400	\$4400	\$5000	\$6800	\$6800	
IPLC:512 kbps	\$410	\$3221	\$5600	\$5600	\$6200	\$7280	\$11200	\$11200	
IPLC:1024 kbps	\$410	\$4405	\$7500	\$7500	\$8400	\$10000	\$14900	\$14900	
IPLC:1544 kbps	\$410	\$5388	\$7800	\$7800	\$11600	\$12800	\$15600	\$15600	
IPLC:2048 kbps	\$410	\$6923	\$9250	\$9250	\$13000	\$15000	\$18000	\$18000	
IPLC:9200 kbps	\$410	\$12000	\$18000	\$18000	\$28000	\$30800	\$39200	\$39200	
IPLC:45000 kbps	\$410	\$39500	\$58500	\$58500	\$62500	\$67500	\$88000	\$88000	
Countries of		Jamaica	USA	Caribbean	UK	Europe	Alaska	Rest of	
Destination			Canada		Brazil		Hawaii	World	
							HongKong		
							Japan		
							Singapore		

Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.
- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a caseby-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.
- d) These rates are not available to new customers.



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# PART E DATA SERVICES - continued

## Item 501 International Private Leased Circuits - continued

The following rates and charges apply in CI\$ for contracts signed on or after 01 July, 2006:

Monthly Rental										
Local currency	Destination Price Grouping									
Speed	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7			
IPLC: 56/64Kbps	764	1,100	1,100	1,320	1,320	1,650	1,650			
IPLC: 128Kbps	1,800	1,500	1,500	1,800	1,800	2,250	2,250			
IPLC: 256Kbps	2,082	2,250	2,250	2,700	2,700	3,375	3,375			
IPLC: 512Kbps	3,221	3,800	3,800	4,560	4,560	5,700	5,700			
IPLC: 1024Kbps	4,405	5,100	5,100	6,120	6,120	7,650	7,650			
IPLC: 1544Kbps	5,388	5,300	5,300	6,360	6,360	7,950	7,950			
IPLC: 2048Kbps	6,923	6,300	6,300	7,560	7,560	9,450	9,450			
IPLC: 3 Mbps	7,500	7,600	7,600	9,120	9,120	11,400	11,400			
IPLC: 4 Mbps	8,400	8,750	8,750	10,500	10,500	13,125	13,125			
IPLC: 5 Mbps	9,100	9,000	9,000	10,800	10,800	13,500	13,500			
IPLC: 6 Mbps	9,925	10,000	10,000	12,000	12,000	15,000	15,000			
IPLC: 7 Mbps	10,450	10,750	10,750	12,900	12,900	16,125	16,125			
IPLC: 8 Mbps	11,000	11,450	11,450	13,740	13,740	17,175	17,175			
IPLC: 9 Mbps	11,525	11,800	11,800	14,160	14,160	17,700	17,700			
IPLC: 10 Mbps	12,000	12,250	12,250	14,700	14,700	18,375	18,375			
IPLC: 15 Mbps	16,750	17,500	17,500	21,000	21,000	26,250	26,250			
IPLC: 20 Mbps	21,400	22,500	22,500	27,000	27,000	33,750	33,750			
IPLC: 25 Mbps	26,700	27,150	27,150	32,580	32,580	40,725	40,725			
IPLC: 30 Mbps	30,850	31,650	31,650	37,980	37,980	47,475	47,475			
IPLC: 35 Mbps	34,800	35,700	35,700	42,840	42,840	53,550	53,550			
IPLC: 40 Mbps	37,800	38,000	38,000	45,600	45,600	57,000	57,000			
IPLC: 45 Mbps	39,500	40,000	40,000	48,000	48,000	60,000	60,000			
Countries of	Jamaica	USA	Caribbean	U.K.	Europe	Alaska	Rest of			
Destination		Canada		Brazil		Hawaii	World			
						Hong Kong				
						Japan				
						Singapore				

Notes:

a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.



#### Item 501 International Private Leased Circuits - continued

- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a caseby-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.

The following rates and charges apply in CI\$ for contracts signed on or after 01 July, 2007:

Monthly Rental									
Local currency	Destination Price Grouping								
Speed	Install Fee	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	
IPLC: 56/64Kbps	<mark>\$410</mark>	\$764	750	\$1,100	\$1,320	\$1,320	\$1,650	\$1,650	
IPLC: 128Kbps	<mark>\$410</mark>	\$1,800	1,050	\$1,500	\$1,800	\$1,800	\$2,250	\$2,250	
IPLC: 256Kbps	<mark>\$410</mark>	\$2,082	1,125	\$2,250	\$2,700	\$2,700	\$3,375	\$3,375	
IPLC: 512Kbps	<mark>\$410</mark>	\$3,221	1,325	\$3,800	\$4,560	\$4,560	\$5,700	\$5,700	
IPLC: 1024Kbps	<mark>\$410</mark>	\$4,405	1,875	\$5,100	\$6,120	\$6,120	\$7,650	\$7,650	
IPLC: 1544Kbps	<mark>\$410</mark>	\$5,388	2,075	\$5,300	\$6,360	\$6,360	\$7,950	\$7,950	
IPLC: 2048Kbps	<mark>\$410</mark>	\$6,923	2,250	\$6,300	\$7,560	\$7,560	\$9,450	\$9,450	
IPLC: 3 Mbps	<mark>\$410</mark>	\$7,500	3,150	\$7,600	\$9,120	\$9,120	\$11,400	\$11,400	
IPLC: 4 Mbps	<mark>\$410</mark>	\$8,400	3,900	\$8,750	\$10,500	\$10,500	\$13,125	\$13,125	
IPLC: 5 Mbps	<mark>\$410</mark>	\$9,100	4,700	\$9,000	\$10,800	\$10,800	\$13,500	\$13,500	
IPLC: 6 Mbps	<mark>\$410</mark>	\$9,925	5,400	\$10,000	\$12,000	\$12,000	\$15,000	\$15,000	
IPLC: 7 Mbps	<mark>\$410</mark>	\$10,450	6,075	\$10,750	\$12,900	\$12,900	\$16,125	\$16,125	
IPLC: 8 Mbps	<mark>\$410</mark>	\$11,000	6,600	\$11,450	\$13,740	\$13,740	\$17,175	\$17,175	
IPLC: 9 Mbps	<mark>\$410</mark>	\$11,525	7,088	\$11,800	\$14,160	\$14,160	\$17,700	\$17,700	
IPLC: 10 Mbps	<mark>\$410</mark>	\$12,000	7,500	\$12,250	\$14,700	\$14,700	\$18,375	\$18,375	
IPLC: 15 Mbps	<mark>\$410</mark>	\$16,750	10,750	\$17,500	\$21,000	\$21,000	\$26,250	\$26,250	
IPLC: 20 Mbps	<mark>\$410</mark>	\$21,400	13,500	\$22,500	\$27,000	\$27,000	\$33,750	\$33,750	
IPLC: 25 Mbps	<mark>\$410</mark>	\$26,700	15,375	\$27,150	\$32,580	\$32,580	\$40,725	\$40,725	
IPLC: 30 Mbps	<mark>\$410</mark>	\$30,850	16,875	\$31,650	\$37,980	\$37,980	\$47,475	\$47,475	
IPLC: 35 Mbps	<mark>\$410</mark>	\$34,800	18,375	\$35,700	\$42,840	\$42,840	\$53,550	\$53,550	
IPLC: 40 Mbps	<mark>\$410</mark>	\$37,800	19,875	\$38,000	\$45,600	\$45,600	\$57,000	\$57,000	
IPLC: 45 Mbps	<mark>\$410</mark>	\$39,500	21,000	\$40,000	\$48,000	\$48,000	\$60,000	\$60,000	
Countries of	<b> </b>	Jamaica	USA	Caribbean	U.K.	Europe	Alaska	Rest of	
Destination			Canada		Brazil		Hawaii	World	
							Hong Kong		
							Japan		
							Singapore		



#### Item 501 International Private Leased Circuits - continued

#### Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.
- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a caseby-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.