



PÓST- OG FJARSKIPTASTOFNUN

PTA Draft Decision no. xx/2017

Instructions for changes

The Post and Telecom Administration prescribes the following changes to the Míla draft of the company's Reference Offer for wholesale leased lines. In other respects, the Reference Offer and its appendices shall remain unchanged.

1. Section 9 in the main text of the Reference Offer shall be worded as follows:

“Míla is responsible for damage which can be attributed to lack of connection, interruption of electronic communications or other interference in the operations of the electronic communications network, whether this may be attributed to failures in lines, failures in exchanges or to other reasons if the lack of connection, interruption of electronic communications or other interference in question could be attributed to intent or extreme negligence on the part of Míla.”

2. Section 13 in the main text of the Reference Offer shall be worded as follows:

“Míla is authorised to request a guarantee from a service purchaser that the conditions of the agreement and of its appendices will be honoured. Should a guarantee be requested then it shall be in accordance with the expected scope of business but no higher than the amount of estimated monthly charges for access to leased lines for the next three months. Míla is also authorised to demand adequate guarantees for investments that need to be made to meet the special requests of service purchasers for access to leased lines. This last clause only applies in exceptional instances and then only for investments that do not form the basis for monthly charges and set-up charges for access to leased lines.”

3. Section 14 in the main text of the Reference Offer shall be worded as follows:

“Rights and obligations pursuant to this agreement shall not be transferred or given to another party without written permission of the counterparty.

Parties are however authorised to transfer rights and obligations pursuant to the agreement to other companies in a company group which it owns entirely on condition that the licence in question is transferred to the receiving company which declares in writing to Míla that it takes over all obligations of the transferor pursuant to the agreement.”

4. Item 13 in Section 8 in Appendix 1 shall be as follows:

“Should it be necessary for reasons for which the service purchaser is responsible, to vacate or alter premises for which Míla is responsible, which contain cables from electronic communications companies, the owners of such cables bear each individually the costs resulting from such changes. Should agreement not be reached between parties, the PTA can decide a division of costs.”