

CYPRUS

INLAND TELECOMMUNICATIONS

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1959

CHAPTER 302.

INLAND TELECOMMUNICATIONS.

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A LAW TO PROVIDE FOR THE ESTABLISHMENT OF A CORPORATE BODY TO BE CALLED THE CYPRUS INLAND TELECOMMUNICATIONS AUTHORITY AND FOR THE EXERCISE AND PERFORMANCE BY SUCH BODY OF FUNCTIONS RELATING TO THE PROVISION AND MAINTENANCE OF THE INLAND TELECOMMUNICATIONS SERVICE AND CERTAIN RELATED MATTERS: TO EMPOWER SUCH BODY TO ACQUIRE THE INLAND TELEPHONE AND TELEGRAPH UNDERTAKING OF CABLE AND WIRELESS LTD.; AND TO PROVIDE FOR THE REGULATION OF THE INLAND TELECOMMUNICATIONS SERVICE AND FOR PURPOSES CONNECTED WITH THE MATTERS AFORESAID.

[30th December, 1954.] 67 of 54.

PART I.

PRELIMINARY.

1. This Law may be cited as the Inland Telecommuni- Short title.
cations Service Law.

Interpre-
tation.

2. In this Law, unless the context otherwise requires—

“ Authority ” means the Cyprus Inland Telecommunications Authority established under section 3;

“ Authority installation ” means an installation the property of, or operated by or on behalf of, the Authority;

“ Chairman ” means the person designated to be the Chairman of the Authority under section 5;

“ functions ” includes powers and duties;

(ap. 224.

“ immovable property ” has the same meaning as in section 2 of the Immovable Property (Tenure, Registration and Valuation) Law;

“ installation ” means any equipment, apparatus or any other appliances or accessories whatsoever provided for, or used in connection with, the inland telecommunications service operated by or on behalf of the Authority;

“ installations and plant ” includes all buildings, land, interests in land, and any installation provided for, or used in connection with the inland telecommunications service operated by or on behalf of the Authority;

“ member of the Authority ” includes the Chairman, the Deputy Chairman, a temporary Chairman, a temporary Deputy Chairman and any temporary member of the Authority;

“ operate ” includes the functions of establishment, promotion, installation, construction, development, use, work, or maintenance;

“ private safety ” means the obviation of danger to individuals or to private property;

“ property ” includes movable and immovable property;

“ public officer ” means a person holding any office of emolument under the Crown in the Colony;

“ public safety ” means the obviation of danger to the general public, to public property and to roads, streets, railways, docks, wharves, piers, bridges, electric-works, waterworks, and any appurtenances thereof, and to telegraphic, telephonic and other electrical signalling lines owned or operated by the Government or by any Department of Her Majesty's Government in the United Kingdom;

“ street ” includes any way, road, lane, path, square, court, alley, passage or open space, whether a thoroughfare or not, over which the public have a right of way and also the roadway and footway over any public bridge;

“ subscriber ” means any party to a telecommunications contract other than the Authority;

“ telecommunication ” means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature by wire, radio, visual or other electromagnetic systems;

“ telecommunications contract ” means a contract made by or on behalf of the Authority, for the provision by or on behalf of the Authority of any inland telecommunications service;

“ telecommunications equipment ” includes any appliance, apparatus or accessory, used in connection with a telecommunications service;

“ telecommunications service ” means the enjoyment of means of telecommunication;

“ telegram ” has the same meaning as in section 2 of the Telegraphs Law;

Cap. 305.

“ telegraph ” has the same meaning as in section 2 of the Telegraphs Law;

Cap. 305.

“ telegraph line ” has the same meaning as in section 2 of the Telegraphs Law.

Cap. 305.

PART II.

CYPRUS INLAND TELECOMMUNICATIONS AUTHORITY.

Establishment and Constitution of the Authority.

3. There is hereby established a body to be called “ the Cyprus Inland Telecommunications Authority ” which shall be a body corporate with perpetual succession and a common seal and with power to acquire, hold and dispose of property, to enter into contracts, to sue and be sued in its said name and to do all things necessary for the purposes of this Law:

Establishment and constitution of the Cyprus Inland Telecommunications Authority.

Provided that during the subsistence of a guarantee given under section 16, the Authority shall not alienate, mortgage, charge or demise any of its immovable property without the approval of the Governor in Council.

Common
seal.

4. (1) The common seal of the Authority may from time to time be broken, changed, altered and made anew as to the Authority seems fit, and until a seal is provided, a stamp bearing the inscription " the Cyprus Inland Telecommunications Authority " may be used as the common seal.

(2) All deeds, documents and other instruments requiring the seal of the Authority shall be sealed with the seal of the Authority in the presence of the Chairman or Deputy Chairman of the Authority, and of the Secretary of the Authority or some other person authorized by the Authority to act in that behalf, who shall both sign every such deed, document or other instrument to which such seal is affixed, and such signing shall be sufficient evidence that such seal was duly and properly affixed and that the same is the lawful seal of the Authority.

Constitution
of the
Authority.

5. (1) The Authority shall consist of not more than eight persons appointed by the Governor (hereinafter referred to as " the appointed members ") one of whom shall be designated by the Governor as Chairman, and of the person for the time being holding the office of the General Manager, as *ex officio* member who shall be the Deputy Chairman:

Provided that the appointed members need not be persons whose full time services shall be required:

Provided further that if at any time the office of the General Manager is vacant, the Governor may appoint a person (whose full-time services shall not be required) to be the Deputy Chairman for such time and under such terms and conditions as the Governor may determine.

(2) The appointed members shall hold office for a period of not more than five years subject to such conditions as the Governor may determine:

Provided that the Governor may, at any time, remove any such member from office without assigning any reason therefor.

(3) The Governor may at any time accept the resignation of any appointed member.

(4) In case of incapacity from illness or any other temporary cause or temporary absence from the Colony of any appointed member or of the Chairman or Deputy Chairman of the Authority, the Governor may appoint some other person to act as a Deputy Chairman or as a temporary appointed member, or any member of the Authority to act as Chairman, during the time such incapacity or absence continues.

(5) The Authority may act notwithstanding any vacancy in its membership.

(6) The Chairman or the Deputy Chairman may, by instrument in writing, authorize any person to exercise any power or perform any function, other than the functions referred to in subsection (2) of section 4, conferred on the Chairman or the Deputy Chairman by or under this Law.

6. There shall be paid to the appointed members of the Authority, out of the funds of the Authority, such remuneration (whether by way of salaries or fees) and such allowances for expenses as the Governor may determine.

Remuneration and allowances payable to members of the Authority.

7. (1) A person shall be disqualified for being appointed as member of the Authority so long as he is a member of the Executive Council.

Disqualification, disposal and discovery of interests of members of the Authority.

(2) A member of the Authority, if he is interested in any company or undertaking, with which the Authority has or proposes to make any contract, shall disclose to the Authority the fact and nature of his interest and shall not take part in any deliberation or decision of the Authority relating to such contract, and such disclosure shall be forthwith recorded in the minutes of the Authority.

8. (1) The quorum at all meetings of the Authority shall be four members present in addition to the Chairman or the Deputy Chairman:

Quorum.

Provided that if at any time the number of the members of the Authority is less than nine, then three members present, in addition to the Chairman or the Deputy Chairman, shall form a quorum.

(2) The Chairman, and in his absence, the Deputy Chairman shall preside at such meetings:

Provided that when the votes of the members present with regard to any question shall be equally divided the presiding member shall have a casting vote in addition to his own.

9. Subject to the provisions of this Law, the Authority may make standing orders regulating its own procedure generally, and, in particular, regarding the holding of meetings, the notice to be given of such meetings, the proceedings thereat, the keeping of minutes, and the opening, keeping, closing and audit of accounts.

Procedure of the Authority.

Officers and Servants of the Authority.

Officers and
servants
of the
Authority.

10. (1) The Authority shall appoint a General Manager, a Secretary, and such other officers and servants as may be necessary for the purposes of this Law.

(2) All officers and servants of the Authority shall be under the administrative control of the Authority.

(3) The Authority may authorize any member thereof or any of its officers or servants to exercise such of the administrative powers conferred on the Authority under the provisions of subsection (2) as the Authority may think fit.

Members,
officers and
servants
of the
Authority
deemed
public
officers.
Cap. 154.
Cap. 313.

11. (1) All members, officers and servants of the Authority shall be deemed to be employed in the public service within the meaning of the Criminal Code.

(2) The Public Officers Protection Law shall apply to any action, prosecution or other proceeding against the Authority or against any member, officer or servant thereof in respect of any act, neglect or default done or committed by him in such capacity.

PART III.

FUNCTIONS OF THE AUTHORITY.

General Provisions.

General
functions
of the
Authority.

12. (1) Subject to the provisions of this Law, it shall be the duty of the Authority to—

- (a) operate a good and sufficient telecommunications service in the Colony for the Government, any Department of Her Majesty's Government in the United Kingdom, public bodies, and the public generally, on such terms and conditions as the Authority may deem expedient;
- (b) operate all installations and plant which is, or which may be, acquired by the Authority under the provisions of this Law, for the purposes set out in this section;
- (c) operate all the property of the Authority, subject as hereinbefore provided in such manner as the Authority may deem expedient;
- (d) promote the development of the telecommunications service in accordance, as far as practicable, with recognized international standard practice and public demand;

- (e) make regulations, in accordance with the provisions of this Law, governing the telecommunications service;
 - (f) advise the Governor on all matters relating to the telecommunications service and to matters appertaining to the Authority generally.
- (2) For the purposes of subsection (1) the Authority may, either by itself or through any duly authorized agent in this respect—

- (a) subject to the provisions of this Law, purchase, construct, reconstruct, install, maintain and operate installations and plant, and all buildings and works used in connection therewith;
- (b) sell, hire or otherwise supply installations and plant, and install, repair, maintain or remove any such installations and plant; and
- (c) carry on all such other works or activities as may appear to the Authority requisite, advantageous or convenient for it to carry on for or in connection with the performance of its duties under this Law or with a view to making the best use of any of its assets, or for providing an efficient telecommunications service.

(3) For the purposes of subsection (1) the Authority further may acquire, in accordance with the provisions of this Law, any property, which the Authority deems necessary or expedient for the purpose of constructing, extending or maintaining any installation and plant or otherwise carrying out its functions under this Law.

13. Subject to the provisions of this Law, or of any Regulations made thereunder, in so far as it is able to do so, and having due regard to economic considerations, the Authority shall, either by itself or through duly authorized agents, provide a telecommunications service and the necessary installations and plant for use by any person (in this section referred to as "the subscriber"), at any place in the Colony, to enable the subscriber to communicate by the telecommunications service with all other subscribers.

Duty of the
Authority.

Special Financial Provisions.

14. For the purpose of enabling the Authority to carry out its functions under this Law, the Authority may, with

Power to the
Authority
to borrow
money.

the consent of the Governor, borrow money by way of overdraft or in such other manner and subject to such conditions as the Governor may deem fit to impose.

Power to the
Authority
to issue
securities.

15. (1) The Authority may, for the purpose of raising money which it is authorized to borrow under section 14, issue stock debentures or other securities (hereinafter in this Law referred to as " securities ").

(2) All such securities and interest thereon shall be charged on the undertaking and on all the revenues of the Authority.

(3) Subject to the provisions of this Law, any securities created by the Authority under the powers of this Law shall be issued, transferred, dealt with and redeemed according to Regulations made by the Governor in Council.

Power to
Governor
to guarantee
loans to the
Authority.

16. The Governor may guarantee in such manner and upon such terms as he may think fit the payment of the interest and principal or either of them, of any loan proposed to be raised by the Authority.

Expenses
of the
Authority.

17. All sums received by the Authority shall be paid into a fund, and out of that fund the remuneration (whether by way of salaries or fees) and allowances of the members of the Authority (including superannuation allowances and gratuities, if any, in the case of whole-time members) and the salaries, remuneration, superannuation allowances and gratuities of the officers and servants of the Authority, all expenses incurred by the Authority (including repayment by the Authority to the Government of the principal of, and interest on, any advances made by Government to the Authority) and all other moneys legally due and owing by the Authority, shall be paid.

Investment
of moneys.

18. All moneys of the Authority not immediately required to be expended in the meeting of any obligations or the discharge of any functions of the Authority may be invested in such securities as may be approved by the Governor.

Rates and
scales of
charges of
telecom-
munications
services.

19. (1) All charges made by the Authority in respect of any telecommunications service or in respect of sale or hire of any telecommunications equipment shall be fixed at such rates and on such scales that the revenue derived, taking one year with another, by the Authority from such sales, hirings and services, together with their revenue (if any) from other sources, will be sufficient and only sufficient,

as nearly as might be, to pay all remunerations, allowances, salaries, gratuities, working expenses and other outgoings of the Authority properly chargeable to income including the payments falling to be made by the Authority in respect of the interest on, or repayment of, the principal of any money borrowed by the Authority and provision for the redemption of securities issued by the Authority under this Part, and such sum as the Authority may think proper to set aside for reserve funds, extensions, renewals, depreciation, loans and other like purposes.

(2) The charges under this section may, if the Authority thinks fit, be fixed at different rates and scales for different localities and for different categories of subscribers, but so that no unfair preference shall be given to subscribers similarly situated:

Provided that nothing in this section shall prevent the Authority from charging other prices by special agreement.

20. (1) The Authority shall cause proper accounts in respect of its operations to be kept, and shall cause an annual statement of accounts to be prepared. Accounts and audit.

(2) The accounts of the Authority and their officers shall be audited by an auditor, not disqualified under section 155 of the Companies Law, appointed annually by the Authority: Cap. 113.

As soon as the accounts of the Authority have been audited, the Authority shall send a copy thereof to the Governor together with a copy of any report of the auditor thereon, and shall publish the accounts in such manner as the Governor may direct, and shall place copies thereof on sale.

(3) The auditor's fees and any expenses of the audit shall be paid by the Authority.

21. The Authority shall be exempt from—

(a) payment of any dues or duties under any Customs Law for the time being in force on machinery, including parts and accessories, apparatus, appliances, vehicles, instruments, tools and stores and materials of whatsoever kind imported for the use by or on behalf of the Authority and not intended for sale to the general public;

(b) payment of stamp duty under any Law for the time being in force relating to stamp duties;

Exemption from taxation and stamp duties.

- (c) payment of any Government tax, or any rate of any local authority, in respect of any telegraph line.

Annual
report.

22. (1) The Authority shall, as soon as practicable after the end of each financial year, cause to be made and transmit to the Governor a report dealing generally with the activities of the Authority during the preceding financial year, and containing information relating to the proceedings and policy of the Authority.

(2) Such part of the report as can be made public without detriment to the interests of the Authority, may be published by the Authority after its submission to the Governor.

(3) For the purposes of this section "financial year" means a period in respect of which the accounts provided by section 20 are made irrespective of whether the period is a year or not.

PART IV.

TRANSFER TO THE AUTHORITY OF THE INLAND TELEPHONE AND TELEGRAPH UNDERTAKING, ETC., OF CABLE AND WIRELESS LTD.

Property, Contracts, etc.

Interpre-
tation.

- 23.** In this Part, unless the context otherwise requires—
"appointed day" means the day fixed by the Governor by notice to be published in the Gazette, as the day of the coming into operation of this Part;
"company" means Cable and Wireless Ltd.

Power to the
Authority to
enter into
an agree-
ment with
Cable and
Wireless
Ltd.
First
Schedule.

24. (1) On the appointed day it shall be lawful for the Authority to enter into the agreement set out in the First Schedule with the company (hereinafter referred to as "the agreement") for the acquisition by the Authority of the inland telegraph and telephone undertaking of the company as described in the agreement (hereinafter referred to as "the company's undertaking") subject to the terms and conditions contained in the agreement.

(2) Upon entering into the agreement the company's undertaking shall be deemed to have been transferred to, and shall vest in, the Authority, and the Director of Lands and Surveys shall cause any necessary amendment of any registration of immovable property to be made.

25. All deeds, bonds, agreements, instruments and working arrangements, subsisting immediately before the appointed day affecting the company's undertaking shall have full force and effect against or in favour of the Authority and be enforceable as fully and effectually as if, instead of the company or any person acting on behalf of the company, the Authority had been named therein or had been a party thereto:

Existing
contracts.

Provided that nothing in this section contained shall apply to any contract of service relating to any officer employed on the staff of the company to whom section 28 applies.

26. Any proceeding or cause of action pending or existing immediately before the appointed day by or against the company may be continued, and shall only be enforced, by or against the Authority as it might have been by or against the company or such person if this Law had not been enacted.

Pending
proceedings.

27. The Authority shall, as soon as practicable after the appointed day, pay to the company for the company's undertaking the compensation provided in the agreement.

Compensation for
company's
undertaking.

Officers and Servants.

28. (1) Every officer employed on the staff of the company in Cyprus on a day to be fixed by a notice of the Governor to be published in the Gazette (in this section referred to as "the fixed day"), who shall have given notice in writing within twenty-one days of the publication in the Gazette of the notice of the fixed day of his intention to be transferred to the Authority and who, in the opinion of the Governor, was mainly or wholly employed for the company's undertaking, shall be deemed to be an officer of the Authority at the same rate of pay, and, as near as may be, on the same conditions, as those on which he was employed by the company, with effect from the fixed day.

Transfer
of certain
officers of
the company
to the
Authority.

(2) Every officer who accepts permanent employment with the Authority shall for all purposes be deemed to have ceased to be in the service of the company, with effect from the fixed day.

(3) Nothing in this section shall be deemed to affect the right of the Authority to terminate the employment of any such employee transferred to the service of the Authority,

or to vary his rate of pay or conditions of service, in the manner and to the extent that the company could have done had he continued to be in the service of the company.

PART V.

ACQUISITION OF IMMOVABLE PROPERTY AND POWERS OF ENTRY AND MATTERS INCIDENTAL THERETO.

Authority's acquisition of Immovable Property.

Power to
acquire
immovable
property.

Second
Schedule.

29. (1) The Authority may acquire immovable property for the purpose of any of its functions under this Law and, if any such immovable property cannot be acquired by agreement, the Authority shall cause a notice in the form set out in the Second Schedule to be published in the Gazette and also to be posted at a conspicuous place in the town or village in which the immovable property to be acquired is situated.

(2) At the expiration of the period set out in the notice, the Authority shall forward to the Governor a plan of the immovable property to be acquired together with particulars as regards its owners, estimated value, description and other matter as may be necessary for the purpose together with any objection or statement made against the proposed acquisition.

(3) If the Governor approves the plan submitted and considers it expedient, having regard to all the circumstances, that the Authority should be permitted to acquire the immovable property in question, he may, by notification published in the Gazette, sanction the acquisition of such immovable property; and, thereupon, the immovable property shall vest absolutely in the Authority free from all encumbrances and the Director of Lands and Surveys shall cause amendments of registration to be effected in accordance with the plan and particulars so approved by the Governor; and, if the owner of the immovable property does not agree with the Authority as to the sum which, subject to approval of the Governor, shall be paid as compensation for it, the sum shall be determined in accordance with the provisions of any Law in force for the time being, providing for the acquisition of land for public purposes.

Power of Entry, etc.

Entry of
land for
surveys

30. The Chairman or any person authorized by him in writing in that behalf may, at all reasonable times, enter

upon any land and, subject to twenty-four hours' prior notice in writing to its occupier, enter upon any premises, and there do such acts or things as may be reasonably necessary for the purpose of survey, examination or investigation, preliminary or incidental to the exercise of any of the functions of the Authority under this Law:

and other preliminary purposes.

Provided that the Authority shall pay compensation for any injury caused by such entry or by doing the aforesaid acts or things in accordance with the provisions of section 33.

31. (1) For the purpose of carrying out any work in connection with any telegraph line or Authority installation, the Chairman or any person authorized by him in writing in that behalf may, after giving twenty-four hours' prior notice to the occupier of any immovable property enter, at all reasonable times, upon such immovable property and may carry out all necessary works and may, in the course thereof, fell or lop trees, remove vegetation, hedges, drywalls, or other things, as may be necessary for the purpose.

Power to enter upon immovable property for any work.

(2) For all property destroyed or damaged in the exercise of the powers conferred by subsection (1) compensation shall be paid to the owner in accordance with the provisions of section 33.

32. (1) For the purpose of carrying out any work in connection with any telegraph line or Authority installation the Chairman or any person authorized by him in writing in that behalf may open and break up any street and lay out any telegraph line or Authority installation, on, over, along, across or under any street and may, subject to twenty-four hours' prior notice to any occupier of a house affected thereby, for such purpose alter the position thereunder of any pipe (not being a main) for the supply of water.

Power to break open streets and lay lines.

(2) Any street broken and open under subsection (1) shall, with all reasonable speed and at the cost and the expense of the Authority, be filled in, reinstated and made good and any rubbish occasioned by such breaking and opening shall be carried away.

(3) Any telegraph line or Authority installation placed or constructed on, over, along, across or under any street shall be so placed or constructed as not to stop, obstruct or interfere with the passage along the street.

(4) For any damage or inconvenience caused to the occupier of any house in the exercise of the powers conferred

by subsection (1) compensation shall be paid to such occupier in accordance with the provisions of section 33.

Compensation under section 30, 31 or 32.

33. Any compensation payable under section 30, 31 or 32, if not otherwise agreed upon, shall be determined by two referees, one to be appointed by the Authority and one by the other party interested and if such referees fail to agree, it shall be determined by the President of the District Court of the District within which the immovable property is situate, whose decision thereon shall be final.

Saving of wayleave agreements.

34. Nothing in section 31 shall—

- (a) affect the right of the Authority to enter into an agreement, commonly known as a wayleave agreement, with the owner or occupier of any land for the purpose of laying, placing, carrying or erecting any telegraph line or installations and plant on such land;
- (b) affect any such wayleave agreement subsisting at the commencement of this Law.

PART VI.

MISCELLANEOUS.

Power to inspect.

35. For the purpose of inspection or repair of any telegraph line or installations and plant, or for other proper cause, the Chairman, or any person authorized by him in writing in that behalf, may at all reasonable times enter upon any lands, houses or buildings in which such installations or plant have been, are, or will be installed.

Limitations of liability of Authority.

36. The Authority shall not be liable for any damage to person or property or for any cessation of any telecommunications service which may be due to unavoidable accident, fair wear and tear, or to the reasonable requirements of the system or to defects in any installation not provided by the Authority, but shall be liable only when such damage or cessation is shown to have resulted from negligence on the part of persons employed by the Authority or from faulty construction of the installation.

Precautions in execution of work.

37. The execution of all work in connection with any telecommunications service which may affect any street, railway, river or other waterway or any system of irrigation,

drainage or water supply or any electrical installations, telegraphs, radio-communications, harbour works or other public or private works, and the erection of any telegraph line or installations and plant, whether overhead, on the ground, or underground, shall be carried out in a lawful manner and so as not to prejudice public safety or private safety.

38. (1) No person shall lay or carry any mains, pipes, conduits or wires in, along, through, across, over or under any street or place in a manner which is likely to interfere with or cause damage to any telegraph line or installations and plant without first obtaining permission from the Authority. Such permission may be granted or withheld at the discretion of the Authority, or may be granted upon such terms and conditions as the Authority thinks fit to impose.

Protection
of instal-
lations and
plant of
Authority.

(2) Any person who contravenes any provisions of this section shall be guilty of an offence and shall be liable on conviction to a fine not exceeding two hundred pounds and in the case of a continuing offence, to a fine not exceeding ten pounds for every day or part of a day during which the offence is continued after the first day on which a conviction is had.

39. No telegraph line or installations and plant of the Authority shall be subject to distress nor be liable to be taken in execution under any process of a Court or in any bankruptcy or insolvency proceedings against any person.

Exemption
of telegraph
lines and
installations
and plant
from
distress and
attachment.

40. (1) Any person who removes, destroys or damages, whether wilfully or otherwise, any telegraph line or installations and plant shall be liable to pay full compensation for the damage he has done and such compensation shall be recoverable by civil action before any Court of competent jurisdiction.

Compensation for
damage.

(2) Without prejudice to the provisions of subsection (1) any Court before which a person is charged with an offence under this Law may assess the compensation payable under this section and may make an order for the payment of the same. Any such order may be enforced as if it were a judgment in a civil action.

Restriction
on the
grant of
licences
under the
Telegraphs
Law.
Cap. 305.

41. On and after the date of the coming into operation of this Law and notwithstanding anything contained in the Telegraphs Law—

- (a) no licence shall be granted under the provisions of the said Law to any person, unless notice of the particulars of the application for such licence has been given to the Authority and unless the Authority has either expressed to the Governor its inability to undertake the function in respect of which such application is made or, within such time after the giving of such notice as the Governor may deem reasonable, failed to satisfy the Governor of its ability to undertake such functions;
- (b) no licence shall be capable of being transferred unless the consent of the Authority to the transfer be evidenced by writing under the hand of the Chairman.

PART VII.

REGULATIONS.

Regulations
for super-
annuation
scheme.

42. The Authority shall make such Regulations, as may be approved by the Governor, which shall be published in the Gazette, providing for the establishment and constitution of a scheme for the payment of such superannuation allowances and gratuities to such of the members, officers and servants of the Authority and upon such terms and conditions as may be specified in the Regulations.

Regulations.

43. The Authority may, with the approval of the Governor, make Regulations, not inconsistent with the provisions of this Law, or any other Law in force for the time being, to be published in the Gazette, for the better carrying of this Law into effect and, without prejudice to the generality of the power hereby conferred, Regulations may be made in respect of all or any of the following matters:—

- (a) to prescribe the rate of charges to be made in respect of telecommunications services, telecommunication equipment sold or hired, and the fees payable in respect of the inspection, testing, maintenance of subscriber's installations and of any other services properly rendered on account of the subscriber;

- (b) to prescribe the form of applications for any telecommunications service, the manner of effecting such service, the terms and conditions under which such service shall operate and the incidence of the charges in respect of the cost of connecting the subscriber's premises with any telecommunications exchange;
- (c) to prescribe the methods to be adopted for the operation of telecommunications services, the security to be furnished by subscribers, and the conditions for the discontinuance of a telecommunications service in any case where a subscriber fails to observe the requirements of this Law or of any Regulations made thereunder or is in arrears with his payments of any proper charges and also in other cases where such discontinuance may be deemed necessary or advisable;
- (d) to perform all acts necessary for the proper management of the telecommunications service.

FIRST SCHEDULE.

(Section 24 (1).)

AN AGREEMENT made this day of , 1954, between the Cyprus Inland Telecommunications Authority, a body corporate established in the Colony of Cyprus by the Inland Telecommunications Service Law, Cap. 302, of the said Colony (hereinafter referred to as "the Authority") of the one part AND Cable and Wireless Limited, a Company incorporated in England whose registered office is at Electra House Victoria Embankment in the City of Westminster and having a place of business in the said Colony situate at Nicosia (hereinafter referred to as "the Company") of the other part.

WHEREAS by section 24 (1) of the aforesaid Inland Telecommunications Service Law, Cap. 302 (hereinafter referred to as "the Law"), the Authority is empowered to enter into an agreement with the Company for the acquisition by the Authority of the inland telegraph and telephone undertaking of the Company as may be described in such agreement and subject to the terms and conditions contained therein:

AND WHEREAS the parties hereto are desirous of entering into such an agreement as aforesaid:

NOW, THEREFORE, it is hereby agreed and declared as follows:—

1. (1) In this Agreement unless the context otherwise requires—

"inland telegraph service" means the enjoyment of means of telegraphic communication within the Colony;

"inland telegraph undertaking of the Company" means the telegraph lines and the installations and plant and the undertaking in connection therewith (including any assets, powers, rights and

privileges held or enjoyed in connection therewith or appertaining thereto) which was immediately before the date of this Agreement vested in the Company, or in any person for and on its behalf, and was used or intended to be used for the provision of an inland telegraph service;

"installation" means any equipment, apparatus or any other appliances or accessories whatsoever provided for, or used in connection with, the inland telegraph service operated on the date of the Agreement by or on behalf of the Company;

"installations and plant" includes all buildings, land, interests in land, and any installation provided for, or used in connection with, the inland telegraph service operated on the date of the Agreement by or on behalf of the Company;

"telegram", "telegraph" or "telegraphic" or any cognate expression includes telephone;

"written down book value" as applied to installations and plant or any item thereof or to any right, privilege or benefit (hereinafter in the definition referred to as "assets") means the original cost of such assets from which shall be deducted depreciation at the rate or rates normally adopted by the Company and agreed by the Authority and excluding the value of any part or parts of such assets as shall have been put out of use as being worn or obsolete or otherwise useless or no longer required.

(2) All other expressions in this Agreement have the same meaning as in the Law.

2. The Company hereby agrees to sell and transfer and hereby transfers to the Authority, and the Authority hereby agrees to purchase and take over and hereby takes over from the Company, subject to the terms and conditions hereinafter set out, the inland telegraph undertaking of the Company.

3. In respect of the sale and transfer by the Company to the Authority of the installations described in paragraph A of the Appendix hereto, the Authority shall pay to the Company a sum equal to the written down book value as on the 31st December, 1954, of the said installations. The sum of six hundred and forty-five thousand two hundred and seventeen pounds (£645,217) (which is agreed to be the written down book value, as on the 31st March, 1954, of the installations then existing) shall be paid on account subject to adjustment when the written down book value of the installations as on the 31st December, 1954, has been ascertained.

4. In respect of the sale and transfer by the Company to the Authority of the immovable property of the Company described in paragraph B of the Appendix hereto, the Authority shall pay to the Company the sum of one hundred and twelve thousand eight hundred and thirteen pounds (£112,813), being the agreed written down book value, as on the 31st December, 1954, of the said immovable property.

5. In respect of the sale and transfer by the Company to the Authority of the rights, privileges or benefits held or enjoyed by the Company under the agreements of lease described in paragraph C of the Appendix hereto, the Authority shall pay to the Company the sum of eleven thousand seven hundred and forty-nine pounds (£11,749) being the agreed written down book value, as on the 31st December, 1954, of those rights, privileges or benefits.

6. In respect of the transfer by the Company to the Authority of the

movable property of the Company described in paragraph D of the Appendix hereto, the Authority shall pay to the Company the written down book value, as on the 31st December, 1954, of such movable property. The sum of two hundred thousand pounds (£200,000) shall be paid on account. This sum shall be subject to adjustment when the inventories referred to in paragraph D of the Appendix hereto and the written down book value, as on the 31st December, 1954, of such movable property have been established.

7. In consideration of the Authority taking into its employment the officers of the Company referred to in section 28 of the Law, at the same rate of pay and as near as may be on the same terms and conditions as those on which they were employed by the Company and which conditions shall include pension rights, the Company accepts liability to reimburse the Authority, whether from the pension funds of the Company or otherwise, for that part of any pension which shall have been earned prior to the officer concerned entering the employment of the Authority and provided that in any case where the pension scheme of the Authority provides pension rights additional to those that the officer enjoyed when employed by the Company such additional pension shall be paid by the Authority.

8. As from the date of this Agreement the inland telecommunications service shall be operated for the benefit of and at the risk of the Authority, who shall thenceforth be entitled to the receipts and pay all the outgoings thereof. All receipts and outgoings shall, if necessary, be apportioned for the purpose of this clause.

9. The Company hereby agrees, subject to such terms and conditions as may be agreed upon, to act as the Authority's agents in operating the inland telecommunications service of the Authority from the date of this Agreement.

10. The Company shall continue to operate the external telecommunications service (hereinafter referred to as "the external service") under the terms and conditions of the Landing Licence granted to the Company under deed dated the 17th December, 1953, and the licence granted to the Company under the provisions of sections 3 and 4 of the Wireless Telegraphy Law, 1952, dated the 4th February, 1954 (hereinafter collectively called "the Licence") subject to the following modifications:—

- (a) the Company shall not receive any telegram for transmission abroad or deliver or make available any telegram received from abroad to its recipient except through the Authority;
- (b) the provisions of paragraph (a) of this clause shall apply anywhere in the Colony except in the town of Nicosia where they shall become applicable and operative when the Authority shall make available to the Company, in accordance with the provisions of clause 11 of this Agreement, adequate accommodation in the building which the Authority proposes to erect on the site adjacent to the building now known as "Electra House" (hereinafter referred to as "the new building").

For the purposes of this paragraph "the town of Nicosia" means an area within a radius of approximately three miles from the Commissioner's Office, Nicosia.

11. (1) For the purpose of enabling the Company to run the external service under the Licence, the Authority hereby undertakes to make

available to the Company, on such terms and conditions as may be agreed upon, accommodation—

- (a) in Nicosia, in the new building, to enable the Company to remove thereto and install therein apparatus for the operation of the external service now operating in its buildings and to carry out its administrative functions in connection with the external service:

Provided that if the Company shall, at any future time, require more space for the expansion of such apparatus or administrative functions the Authority shall, subject to its own requirements, make available such space;

- (b) in Larnaca, in the building now belonging to and occupied by the Company situated at 7 Lord Byron Street for the purpose of enabling the Company to accommodate therein its apparatus and land line terminations for the operation of the external service.
- (c) in Nicosia, in all the four flats referred to in item 3 of paragraph B of the Appendix hereto, rent-free, till "the fixed day" (as defined in section 28 (1) of the Law), and thereafter in any two of the said four flats, at a rent to be agreed upon, till the 31st December, 1957.

(2) For the purposes of this clause "its buildings" means the building now occupied by the Company known as No. 21 and situated in the Arab Ahmed Quarter, of Nicosia, at the locality Saray Önü, and the building of the Company at No. 7 Lord Byron Street, at Larnaca.

12. If, and whenever, any difference or dispute shall arise as to the construction, meaning or effect of this Agreement or anything herein contained or as to the rights or liabilities of the parties hereto, the same shall be determined by arbitration, under the Arbitration Law, or any Law amending or substituted for the same, by reference to two arbitrators, one to be appointed by each party, and every such reference shall be deemed to constitute an arbitration agreement within the meaning of the said Law.

13. (1) Any payment provided by this Agreement shall, if the amount is fixed on the day of the coming into operation of this Agreement, be paid within seven days from such date and in any other case within seven days as from the date when such amount is fixed.

(2) From any payment made under paragraph (1) of this clause any amount advanced by Government to the Company before the date of the coming into operation of this Agreement shall be deducted.

14. This Agreement shall come into operation on the first day of January, 1955.

APPENDIX.

(Clauses 3, 4, 5 and 6.)

A. INSTALLATIONS (clause 3):

All telegraph lines and installations and plant except those described under paragraphs B, C and D hereof and those exclusively used for the operation of the external telecommunication service.

B. IMMOVABLE PROPERTY (clause 4):

Item No.	Registration No.	Survey Reference		Quarter or Locality	Description of Property
		Sheet/ Plan Block	Plot		
1	B308	XXI	167	Ibrahim Pasha Qr. Old Railway Station	Pole Yard and Sheds.
2	B309	38.6.i XXI	169	do.	Engineering Offices, Stores, Workshop, Garage Repair Shop and Paint Store.
3	Part C 302	38.6.i & iii XXI	62	Ay. Andreas Qr. Sari-polou Street.	Block of 4 flats (Nos. 5-8) (the immovable property and buildings more specifically shown coloured red on the plan attached hereto marked "X").
4	801	45.6.ii			
5		XXI	112	Ayios Andreas Qr. Paphos Gate.	Electra House and adjacent Building Site.
6	3394	46.5.i XII	81/10	Pano Kyrenia.	Telephone Exchange and Telegraph Office.
7	6280	21T XXXIII	312	Varosha Qr.	Automatic Exchange Buildings and Staff Quarters.
8	35965	12.3.iv LIV	79/1 & 79/2/2	Ayia Napa.	Automatic Exchange Buildings and Staff Quarters.
9	10411	58.6.iii XLI	207	Scala.	Telegraph and Telephone Buildings and Staff Quarters.
		57.I.iii			

C. AGREEMENTS OF LEASE (clause 5):

1. Agreement dated 10th June, 1947, between A. Reshad Eff. on behalf of the Delegates of Evcaf and the Company whereby the Old Moslem Cemetery site at Paphos registered under Registration No. 16064 dated 26th February, 1930, is leased to the Company for a period of 50 years from 1st June, 1947, at an annual rental of £3.

2. Agreement dated 22nd November, 1949, between Arthur Frederick John Reddaway, Commissioner of Limassol, for and on behalf of the Government of the Colony of Cyprus and the Company whereby the plot demarcated by boundary stones Nos. J.84, J.85, J.86 and J.87 on Sheet

XXXVII, Plan 52.W. at the locality Troodos in the village of Pano Platres is leased to the Company for a period of 99 years commencing on the 22nd November, 1949, at an annual rental of £12.

3. Agreement dated 23rd July, 1951, between Mr. Alan Hart Dutton, Commissioner of Limassol, for and on behalf of the Government of the Colony of Cyprus and the Company whereby part of plots Nos. 3 and 5 of the Government Survey Plan No. XXXVII 52 at the locality Troodos in the village of Platres and more particularly delineated on the plan marked "A" and annexed to the agreement is leased to the Company for a period of 99 years deemed to have commenced on the 1st October, 1946, at an annual rental of £8.

4. Agreement dated 20th June, 1952, between Chairman Lyssi Hospital and the Company whereby the land coloured red on plan "A" attached to the agreement and situated at Lyssi is leased to the Company for a period of 99 years commencing the 20th June, 1952, at an annual rental of two hundred and fifty mils.

D. MOVABLE PROPERTY (including furniture, vehicles, tools, stores, etc.) (clause 6):

All the movable property, including furniture, vehicles, tools, stores, etc., of the Company listed in inventories to be agreed to and signed by the Company and the Authority.

In witness whereof the Authority has caused its Common Seal to be hereunto affixed and John Trew Lock, for and on behalf of the Company, has hereunto set his hand, the day and year first above written.

The Common Seal of the Cyprus Inland
Telecommunications Authority was
affixed hereto in the presence of—

.....Chairman.

.....Secretary.

The Common Seal of the
Authority.
(L.S.)

Signed and delivered, for and on behalf
of the Company, by John Trew Lock,
duly authorized by a resolution of the
Company made in London on the 22nd
day of December, 1954, in the pre-
sence of—

SECOND SCHEDULE.

(Section 29 (1).)

The Inland Telecommunications Service Law.

Notice is hereby given that the following immovable property (*describe immovable property, giving measurements and showing boundaries whenever practicable*) is required by the Authority for within the power of the said Authority.

Any person claiming to have any right or interest in the said immovable property is required within six weeks from the date of the publication of this notice in the Gazette to send to me a statement of his right and interest and of the evidence thereof, and of any claim made by him in respect of such right or interest.

The Authority is willing to treat for the acquisition of the said immovable property.

A plan showing the immovable property described above is available for inspection at

The _____ day of _____, 19

Chairman of the Cyprus Inland Telecommunications Authority.

