

CONDOMINIUM DES NOUVELLES-HEBRIDES

NEW HEBRIDES CONDOMINIUM

ARRETE CONJOINT 6 de 1967

JOINT REGULATION 6 of 1967

JOINT REGULATION

No. 6 of 1967.

To provide for the public telephone service.

[Joint Regulation No. 6 of 1967 was published in Condominium Gazette No. 254 and is reprinted as amended by Joint Regulation No. 9 of 1968 (Gazette No. 269) and No. 13 of 1973 (Gazette No. 324.)]

MADE by the Resident Commissioners under the provisions of paragraph 2 of Article 2 and Article 7 of the Anglo-French Protocol of 1914.

1. (1) All applications for a telephone service shall be made by the intending subscriber to such service in the form prescribed in Schedule 1 of this Regulation.

Applications for telephone service.

(2) No telephone shall be installed until the said intending subscriber has signed an agreement with the Condominium Postmaster setting out the terms in which the said telephone service will be supplied and has paid the fee prescribed.

2. Without prejudice to the provisions of the immediately preceding Section of the Regulation no telephone shall be installed in premises of which the intending subscriber to the said service is not the owner; until the said intending subscriber has—

Installation of telephone to premises other than those of the owner.

- (a) obtained the consent of the owner of the said premises, and
- (b) has agreed to indemnify the Condominium Postmaster against any claim arising out of anything done in connection with the said installation.

3. In the absence of negligence on his part or on the part of anyone employed in that behalf by him the Condominium Postmaster shall not be liable for any damage caused whether to person or property arising out of or in connection with the installation, connection, disconnection, maintenance or existence of a telephone service.

Extent of liability of Condominium Postmaster.

4. (1) All telephone apparatus and installations in use, or in the course of installation or construction in connection with the telephone service shall be the exclusive property of the Condominium Postmaster.

Property and telephone equipment.

(2) No person shall alter or add to any such apparatus or installation.

(3) If any person contravenes the provisions of the immediately preceding sub-section of this Section the Condominium Postmaster may disconnect the telephone service concerned and may recover any costs incurred in restoring the said service to its original condition.

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(4) Should any telephone apparatus become damaged from any cause whatsoever, other than by fair wear and tear or Act of God, the Condominium Postmaster may recover from the said subscriber the amount of the said damage.

5. (1) Should a subscriber to a telephone service desire that the said service be transferred to any other person in the same premises he shall apply to the Condominium Postmaster to effect the said transfer who may approve or refuse the said application.

Transfer of telephone service.

(2) No such transfer shall be effected until the person to whom the said service is to be transferred shall have paid the fee prescribed.

6. (1) The Condominium Postmaster may on the application of a subscriber to a telephone service remove the said service to—

Removal of telephone service.

- (a) a different place in the same premises or to;
- (b) other premises to be occupied by the said subscriber.

(2) No such removal shall be effected until the said subscriber has paid the fee prescribed.

7. (1) Every subscriber to a telephone service vacating his premises shall give notice in writing to the Condominium Postmaster of the date of such vacation.

Vacation of premises.

(2) Without prejudice to his rights to recover any sums due to him the Condominium Postmaster may where premises are vacated remove the telephone apparatus.

8. Any money owing or becoming due may be recovered by the Condominium Postmaster from any person entering into occupation of premises in which a telephone apparatus is installed without having complied with the provisions of this Regulation.

Occupation of premises.

9. (1) The fees payable in respect of a telephone service shall be those prescribed in Schedule 2 of this Regulation and other than those required to be paid in advance under the provisions of this Regulation, shall be paid to the Condominium Postmaster within thirty days of the receipt of the subscriber to a telephone service of a statement of account. In the event of payment not being made within the prescribed period the said service may be discontinued; [Provided that the Resident Commissioners may by Joint Decision exempt any person, whose possession of a telephone service they deem to be in the public interest, wholly or in part from the payment of the said fees.]

Payment of fees.

J.R. No. 9 of 1968.

(2) Without prejudice to the provisions of the immediately preceding subsection of this Section the Condominium Postmaster may recover any fees due to him.

(3) The Condominium Postmaster or any other person authorized in writing by him in that behalf may enter any premises

for the purpose of discontinuing a telephone service in pursuance of the provisions of the immediately preceding subsection of this Section.

(4) Any person who obstructs the Condominium Postmaster or any person authorized by him in or upon the occasion of the exercise of their duty under the provisions of the immediately preceding subsection of this Section shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding £Stg. 50 or its equivalent in francs at its current rate of exchange or to a term of imprisonment not exceeding three months or to both such fine and imprisonment.

(5) The rental fees prescribed shall be paid yearly in advance to the 31st December of any year and for the purpose of assessing the amount of the fees payable any part of a month from the date of connection shall be considered as a full month.

Provided that where an agreement entered into between the Condominium Postmaster and the subscriber to a telephone service under the provisions of subsection (2) of Section 1 of this Regulation is terminated by the said subscriber at any time after the first year of his subscription to the said service the Condominium Postmaster shall refund to him the amount of rental due from the date of such termination to the 31st December of the same year. For the purpose of this subsection no part of a month shall be considered as a full month.

(6) A subscriber to a telephone service may, on payment of the fees prescribed, require the Condominium Postmaster to furnish him with a detailed statement of account. Such account, or any other account rendered without any such demand having been made, shall be prima facie proof of the amount of fees due.

(7) No telephone service that has been discontinued under the provisions of subsection (1) of this Section shall be restored until the subscriber to the said service has paid the fees prescribed in addition to the fees which, by reason of being due and unpaid, the said service was discontinued.

10. (1) Every subscriber to a telephone service shall be entitled to have his name and telephone numbers inscribed free of charge once in each edition of the telephone directory issued by the Condominium Postmaster.

(2) Additional entries may be made on payment to the Condominium Postmaster of the fee prescribed.

(3) The Condominium Postmaster may at his discretion allot telephone numbers to subscribers to telephone services and may, provided he gives reasonable notice of his intention to do so, alter such telephone numbers.

11. (1) No person shall—Prohibition
of use of a
telephone.

- (a) use any telephone apparatus for the purpose of listening-in to or recording any conversation, signal or other communication passing by means of a telephone service installed under the provisions of this Regulation;
- (b) during any telephone conversation use any language or expression likely to cause a breach of the peace;
- (c) use any telephone apparatus for any purpose so as to annoy any other person or to convey any false order, instruction or message;
- (d) use any telephone for the purpose of carrying on any illegal or unlicensed business.

(2) If any person contravenes the provisions of this Section of this Regulation he shall be guilty of an offence and on conviction thereof he shall be liable to a fine not exceeding £100 or its equivalent in francs at the current rate of exchange.

12. (1) The provisions of this Regulation shall apply to the islands of Efate and Espiritu Santo.

Application.

(2) The Resident Commissioners may make Joint Rules for the purpose of extending the application of this Regulation to any other part of the New Hebrides.

13. Joint Regulation No. 13 of 1954 is hereby repealed.

Repeals.

14. This Regulation may be cited as the Joint Telephone Service Regulation and shall come into operation on the date of its publication in the Condominium Gazette.

Dated at Vila this 5th day of May, 1967.

The Resident Commissioner
for the French Republic.

Her Britannic Majesty's
Resident Commissioner.

MOURADIAN

C. H. ALLAN

SCHEDULE 1

DEPARTMENT OF POSTS AND TELECOMMUNICATIONS
NEW HEBRIDES CONDOMINIUM

Application and Agreement for Telephone Services

I, hereby make application
for the underlisted telephone services in accordance with the conditions of Joint
Regulation No. 6 of 1967.

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Entry required in telephone directory.....
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TOTAL: £

Signature

Address.....

Approved:

..... Receipt No.....
Condominium Postmaster.

[SCHEDULE 2

TELEPHONE FEES AND CHARGES

J.R. No. 13
of 1973.

FNH

- 1. *Service Connection Fees*
- (a) Payable for the provision of each new or additional telephone service, outdoor extension or private line 5,000
- (b) Payable for the removal of a subscriber's service from one address to another 2,500
- (c) Payable for the transfer of a service from one subscriber to another in the same premises 1,000
- (d) Payable where a service can be made available by means of an existing facility without the addition, substitution or removal of any line, equipment or apparatus, that is, where a service already installed in premises is taken over on an intact basis or only needs alteration of the exchange wiring 1,000

N.H.
5,000
2,500
1,000

1,000

	FNH
2. Installation Charges and Facilities	
(a) Extension (parallel, party-line per telephone)	1,500
(b) Extension (intercommunication equipment)	Actual cost
(c) Extension sockets (per socket)	1,500
(d) Removal of internal line from one room to another in the same premises	1,000
(e) Removal of internal line from one position to another in the same room	500
3. Service Restoration Fee	
(a) Payable when the instrument has been recovered and/or the line re-used	2,500
(b) Payable when the instrument and line serving the subscriber's premises are still intact and exchange wiring only is required ..	1,000
4. Rentals	
(a) Business premises (per telephone)	5,000
(b) Private residences (per telephone)	3,000
(c) Extension (parallel, party-line per telephone)	2,000
(d) Extension (intercommunication per telephone)	2,000
(e) Extension sockets (per socket)	350
5. Detailed Statements	
(a) Showing total number of local calls for a specific period ..	100
(b) Showing daily number of local calls for one month	500
(c) Showing details of radiotelephone calls for one month ..	1,000
6. Direction Entries	
(a) For each entry after the first (per line of type)	500
(b) For each entry in bold type	500
7. Unit Call Fees	
Local calls (per call)	5

or in each case the equivalent thereof in Australian dollars at the official rate of exchange.]