

**Decision of the President of the Communications Regulatory Authority
No. (3) of 2018
Issuing the Retail Tariff Instruction**

The President of Communications Regulatory Authority,

Pursuant to the Telecommunications Law promulgated by Law No. (34) of 2006 and its amendments, and

The Emiri Decree No. (42) of 2014 Establishing the Communications Regulatory Authority, and The Decision of the Board of the Supreme Council for Information and Communication Technology No. (1) of 2009 on the promulgation of the Executive By-Law for the Telecommunications Law, and

The Public Fixed and Mobile Telecommunications Networks and Services Licenses of the Licensees and their modifications, and

After consultation with the stakeholders,

Has decided as follows:

Article 1

The provisions of the Retail Tariff Instruction (Ref. CRARAC 2018/11/15) attached hereto shall come into force on January 1, 2019.

Article 2

The Retail Tariff Instruction revokes and replaces:

1. All previous versions of the RTI;
2. The "Notice regarding Revised Interim Rules for Retail Tariff Assessment";
3. The Order setting forth the rules and instructions for on-net/off-net price differentiation for Dominant Service Providers in Qatar dated 15 May 2011; and
4. The Annexure relating to Retail Tariffs (Annexure D) of the Individual Licenses.

Article 3

All competent authorities, each within its jurisdiction, shall implement this decision from the date of its issuance.

Mohammed Ali Al-Mannai
President of Communications Regulatory Authority

Issued on: November 26, 2018

Retail Tariff Instruction (“RTI”)

CRARAC 2018/11/15

November 15, 2018

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1 Introduction

1.1 Objective and Scope

1. The Retail Tariff Instruction (“**RTI**”) sets out the procedures and requirements that apply under the Applicable Regulatory Framework (“**ARF**”) in relation to Retail Offers in order to provide Service Providers with clear guidelines in addressing Customers’ needs in relation to Telecommunications Services¹.
2. The RTI applies to individually licensed Service Providers (“**SPs**” or “**Licensees**”) who offer Telecommunication Services to the public, both Dominant Service Providers (“**DSP**”) and non - Dominant Service Providers (“**non-DSPs**”).
3. The RTI applies to retail Tariffs, defined in accordance with the Individual Licenses and the Executive By-Law.
4. It is the responsibility of the Licensees to ensure Telecommunications Services sold by an associated third party (such as e.g. authorized dealers) are in compliance with the ARF, and that this obligation is clearly and comprehensively implemented in their agreement with the third party.
5. Wholesale Tariffs fall outside the scope of the RTI.
6. The RTI replaces:
 - 6.1 All previous versions of the RTI;
 - 6.2 The “Notice Revised Interim Rules for Retail Tariff Assessment”²;
 - 6.3 The Order setting forth the rules and instructions for on-net/off-net price differentiation for Dominant Service Providers in Qatar dated 15 May 2011 (ICTRA 2011/05/15); and
 - 6.4 The Annexure D of the Individual Licenses.

1.2 Background

7. The RTI has been developed by the Communications Regulatory Authority (“**CRA**”), following a consultation process which began in March 2018.
8. The RTI provides guidance on how the CRA will proceed with Tariff reviews and/or approvals in a typical case. However, Tariffs evolve and are varied. Therefore the RTI cannot be fully exhaustive. In exceptional cases, where a situation is not covered by the RTI, the CRA will provide a justification for any deviation from the RTI.

¹ For the avoidance of doubt, this also includes the “products”

² Ref. RA-ASG/02-281211

2 Legal Basis

The Telecommunications Law issued by Decree No. 34, 2006 (“Telecommunications Law”) as amended by Law No. 17 of 2017

9. Articles 4(4) and 4(8) allow the CRA to set and enforce appropriate remedies “to prevent SPs from engaging in or continuing anticompetitive practices” and requires the CRA to safeguard “the interests of Customers, including setting rules for tariff regulation (...) and monitoring the terms and conditions of telecommunications services”.
10. Article 26 empowers the CRA to:

“determine the elements necessary for the provision of tariff offers, their approval and publication in respect to Telecommunications Services”. The CRA may also “set out other rules for regulating prices and Tariffs including the implementation of any program for rate rebalancing or price cap.”
11. Article 28 states:

“Dominant service providers shall submit to the CRA the offers for the tariffs, prices and charges of the telecommunications services in the markets where they have been designated as dominant service providers and obtain the prior approval for them.”
12. Article 29 states:

“The tariff for telecommunications services provided by dominant service providers shall be based on the cost of efficient service provision and the tariff shall not contain any excessive charge shall result from the dominant position that the service provider enjoys. And the [CRA] may issue decisions along with justification to amend the tariffs where it finds that they are not in line with the cost of the service provision, provided that such decision shall prescribe the new tariff amount.”
13. Article 31 states:

“The dominant service provider shall not apply or change any tariffs, prices or charges or any other consideration that are contrary to the tariffs approved by the CRA. Any agreement or arrangement between the service provider and the customer to the contrary is prohibited.”
14. Article 43 states, that a DSP is prohibited from engaging in conducts and activities considered as abuse of a dominant position, such as, amongst others:

“(6) supplying competitive telecommunication services at prices below long run incremental costs or any other cost standard specified by the [CRA];
(7) using revenues or transferring a part of cost of a specific telecommunication service to subsidize another telecommunication service supplied by a service provider except where such subsidy is approved by the [CRA];

(9) performing any action that have the effect of substantially lessening competition in any telecommunication market, and in particular (...): (a) reducing the margin of profit available to a competitor; (...).”

15. Article 44 states:

“Dominant service providers shall offer equivalent terms and quality of service for all customers including tariffs, and the CRA may permit differing terms if such terms are objectively justified based on differences in supply conditions including different costs, traffic volumes, or shortage of available facilities or resources. This prohibition shall also apply between customers who obtain a service for resale to their end customers. The dominant service provider shall submit to the CRA sufficient justifications regarding any discrimination and shall cease the discrimination upon receipt of a notice in this regard from the CRA.”

16. Article 51 states:

“(1) The service provider shall provide the consumer, before the consumer subscribes to the service or before the consumer incurs any commercial obligation to the service provider, with the terms of the service and any other terms and conditions and all tariffs, rates and costs applicable to any telecommunications service.

(2) The service provider shall not charge a consumer except the service fee specified to telecommunications or the specified fee for telecommunications equipment ordered by the consumer. The consumer shall not be liable to pay any fee for any service or equipment relating to telecommunications that the consumer has not ordered.”

The Executive By-Law of 2009 for the Telecommunications Law (“By-Law”)

17. Article 1 defines a Tariff as:

“any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a Service Provider regarding any of its services”.

18. Article 6 empowers the CRA to take measures, actions and decisions, as it deems appropriate to ensure that Licensees and SPs comply with the provisions of the Law, the By-Law and the provisions of the individual licenses or to remedy their breaches.

19. Article 54 provides that the CRA shall have the authority to review all SP Tariffs, including retail Tariffs, and to determine any requirements regarding Tariffs, their approval and publication, and the CRA may issue regulations or orders to regulate the Tariffs of SPs.

20. Article 56, applicable to DSPs, states:

“Tariffs that are subject to filing with and approval by the CRA shall enter into force only after they have been approved by a decision from the CRA.”

21. Article 75 states:

“Dominant Service Providers are prohibited from undertaking any activities or actions that abuse their dominant position. In addition to the conduct and activities specifically identified in Article 43 of the Law, the CRA may prohibit any other action or activities engaged in by a Dominant Service Provider that the CRA determines to have the effect or to be likely to have the effect of substantially lessening competition in any telecommunications market.”

Emiri Decree No. (42) of 2014 Establishing the Communications Regulatory Authority (“Emiri Decree”)

22. Article 4 of the Emiri Decree makes the CRA responsible for regulating the communications, information technology and the post sector, as well as access to digital media, with the aim of providing advanced and reliable Telecommunication Services across the State.
23. Article 4(1) empowers the CRA to set regulatory frameworks for the communications, information technology, the post sector, as well as access to digital media, in line with the general policies of the sector and to enable optimum performance.
24. Article 4(2) charges the CRA with actions finalized to encourage competition and prohibit or minimize anti-competitive practices, prevent misuse by any person or entity of its market dominance position, and take all necessary measures to achieve this.
25. Article 4(4) requires the CRA to protect the rights and interests of the public and Service Providers in the market, promote transparency and provide advanced, innovative and quality services at affordable prices to meet the needs of the public.
26. Article 15(2) requires the CRA to develop appropriate Tariff regulations, giving priority to the telecommunications market, or Telecommunications Services according to market requirements, and determine fees for retail and wholesale Tariffs.

The Individual Licenses issued to Service Providers

27. Clause 3 of the individual licenses authorizes the SPs to provide the specified telecommunications networks and services in accordance with the terms and conditions of the Individual Licenses and its annexures, relevant legislation, international treaties, and any regulations, including instructions issued by the CRA before or after the effective date of the Individual Licenses. Accordingly, the CRA may from time to time issue additional requirements as part of the terms and conditions of the Applicable Regulatory Framework (ARF), which are binding on the SPs.
28. Clause 10³ of the individual licenses provide obligations on the SP to Customers. This includes stipulations regarding compliance, billing, and suspension of mandatory services.
29. In addition the Licenses require the SPs to:

³ Or clause 9, depending on the License

- 29.1 Provide Telecommunications Services to the Customers in accordance with terms and conditions that comply with the Applicable Regulatory Framework, including, among other things, the Tariff procedures⁴;
- 29.2 Comply with all decisions and regulations issued by the CRA including but not limited to those governing pricing and Tariffs⁵;
- 29.3 Not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition, as stipulated in the Applicable Regulatory Framework, including the provisions of Annexure I of their Licenses⁶.

⁴ Article 10(1) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 9(1) of Qnbn License; Article 9 of Harris Salam, QSAT, and Rignet Licenses

⁵ Article 14(1) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 13(1) of Qnbn License; Article 12(1) of Harris Salam, QSAT, and Rignet Licenses

⁶ Article 14(3) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 13(3) of Qnbn License; Article 12(3) of Harris Salam, QSAT, and Rignet Licenses

3 General Provisions for all Service Providers

30. Except where explicitly stated otherwise, this section sets out provisions for all SPs - both DSPs and non-DSPs.

3.1 Summary of the Key Obligations

31. The table below summarizes key obligations of SPs regarding Tariffs.

Key Obligation	Source of the Key Obligation	Applicable to	
		DSPs	Non-DSPs
Non-Discrimination	Law: Article (44) Prohibition of Unjustified Discrimination	Y	n/a
	By-Law	(-)	(-)
	Individual Licenses	(-)	(-)
	The RTI (Section 3.8 and 4.1)	Y	Y ⁷
Filing of Tariffs with the CRA	Law: Article (28) Submission of Tariff Offers and Prior Approval	Y	(-)
	By-Law: Article (54) – Authority of the CRA to Request Filing	Y	Y
	Individual Licenses	(-)	(-)
	The RTI (Section 3.3 and 4.1)	Y	Y ⁸
Approval of Tariffs by the CRA before Tariffs are available to Customers	Law: Article (28) Submission of Tariff Offers and Prior Approval	Y	N
	By-Law: Article (56)	Y	N
	Individual Licenses	(-)	(-)
	The RTI (Section 3.4 and 4.2)	Y	n/a
Publication of Tariffs	Law: (-)	(-)	(-)
	By-Law: Article (97)	Y	N
	Individual Licenses	(-)	(-)
	The RTI (Section 3.5)	Y	Y ⁹

Y yes

N no

n/a not applicable

(-) not included

Table 1 Key obligations of SPs regarding Tariffs

⁷ This obligation was a License obligation (ref. Annexure D, clause 1.8) The CRA has confirmed this obligation and set rules for its implementation.

⁸ This obligation was a License obligation (ref. Annexure D, clause 1.3) The CRA has confirmed this obligation and set rules for its implementation.

⁹ This obligation is clearly needed to ensure transparency and allow Customers to choose a Telecommunication Service.

3.2 Tariffs – General Provisions and Taxonomy

32. All retail services shall be offered pursuant to a Tariff.
33. For the ease of reference, the following Table 2 serves as a summary of the most important Tariff processes.

Type of SP Tariff Category	DSP			Non-DSP		
	Standard Tariffs ¹⁰	Below the Line Tariffs	Bespoke Tariffs	Standard Tariffs ¹¹	Below the Line Tariffs	Bespoke Tariffs
Tariff Filing	Y	n/a	Y	Y	N	Y
Approval	Y	n/a	Y	N	N	N
Publication	Y	n/a	N	Y	N	N
Monitoring	Y	n/a	Y	Y	Y	Y
Compliance	Y	n/a	Y	Y	Y	Y

Table 2 Summary of most important Tariff processes

34. The table below displays a taxonomy of Tariffs.

Tariff Category	Definition	Example(s)	Applicable Tariff Type
Standard Tariff (“ST”)	A Tariff offered by any SP to all business Customers or to all residential Customers or to all members of a subgroup of such Customers. A ST may include a discount matrix and/or a range of discounts, where the addressable Customers and the criteria are clearly identified.	For example, a standard Tariff may apply to all schools, all SMEs, all retirees etc.	<ul style="list-style-type: none"> Permanent Tariffs Promotional Tariffs Loyalty Programs
Below the Line Tariff (“BTLT”) ¹²	A Promotional Tariff offered by a non-DSP ¹³ to a specific Customer or group of Customers and not accessible to all Customers. A BTLT shall be of negligible value and therefore by its nature does not adversely affect competition. Given their nature, BTLTs are not subject to the provisions on repetition set out in section 3.6 Promotional Offers - Duration and . Within any Relevant Market, in any month, non-DSPs can provide BTLTs. However the incremental revenue contribution from BTLTs cannot exceed 5% of the total monthly revenues of the Relevant Market.	“Call to India for QAR 0.10 if you pay QAR 1 per week extra.” “Get QAR 10 top-up bonus if you top up with QAR 200 or more.”	<ul style="list-style-type: none"> Promotional Tariffs
Bespoke Tariff (“BT”)	A Permanent Tariff offered by a SP to only a specific Customer based on unique, specific and objective requirements. A BT will typically evolve out of a tender situation. By its nature, a BT is not accessible/useful to	Services offered by a SP in response to a specific request to provide	<ul style="list-style-type: none"> Permanent Tariff

¹⁰ For the avoidance of doubt, a Tariff’s specific Terms and Conditions are part of the Tariff.

¹¹ *ibid*.

¹² BTLTs are also called “customer value management” offers.

¹³ A BTLT can only be offered by a non-DSP.

Tariff Category	Definition	Example(s)	Applicable Tariff Type
	their Customers. For the avoidance of doubt, discounting for a specific Customer does not constitute a BT.	Telecommunications Services from a Customer (e.g. in a tender situation).	

Table 3 Taxonomy of Tariffs

35. The following table defines the Tariff Types:

Permanent Tariff	A Permanent Tariff, in contrast to a Promotional Tariff (ref. section 3.6), is a Tariff, which is intended to be available to Customers on a non-time limited basis.
Promotional Tariff	A Promotional Tariff is available on a time limited basis. It has certain restrictions in e.g. terms of duration and repetition (ref. section 3.6).
Loyalty Program	A Loyalty Program is defined as "Promotions and incentives granted by SPs to reward Customers for their loyalty".

Table 4 Tariffs Types

3.3 Tariffs - Filing

36. SPs shall file with the CRA all and any Tariffs as per Table 5 below:

Tariff Category	Types of Tariffs	Filing obligation	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	Y
	Promotional Tariffs	Y	Y
	Loyalty Programs	Y ¹⁴	Y ¹⁵
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	Y	Y

Table 5 Tariffs to be filed with the CRA

37. A Tariff Filing is required for e.g. the following cases:

37.1 New Standard Tariffs and changes thereof, e.g. price increases;

37.2 Withdrawal of Tariffs;

37.3 Loyalty Programs and any changes thereof (Quarterly reporting, as detailed in clause 40);

37.4 Bespoke Tariffs, including those offered within tenders¹⁶, and any changes thereof; and

37.5 The Tariffs for services rendered to Customers when outside of Qatar (e.g. roaming and calling cards).

38. The SP shall submit a Tariff Filing consisting of:

38.1 The Tariff Document, as per the template set out in Annex III Tariff Document - Template;

38.2 Where applicable, the Tariff Document shall include a description of the specific criteria that qualifies a Customer or group of Customers for a Tariff (refer to Sections 3.8 and 3.9); and

¹⁴ Quarterly reporting, as detailed in clause 40.

¹⁵ Refer to footnote 14.

¹⁶ These are formally offers for carrying out works, supplying goods, etc.

- 38.3 All other information specifically required as per the RTI e.g., for a DSP, a cost-justification.
39. SPs shall ensure that a Tariff Document:
- 39.1 Is submitted in PDF and/or Word format¹⁷;
- 39.2 Is written in plain language and easily understood by a typical Customer;
- 39.3 Contains and fully discloses in detail:
- (a) All terms and conditions of the Retail Offer;
 - (b) All services (and products) associated with the Retail Offer;
 - (c) Whether the Retail Offer is a promotional or permanent offering;
 - (d) The duration of the promotion;
 - (e) All applicable prices (and the units to which they apply, rounding practices, use of (billing) increments, and any schemes involving promotions, rebates, discounts, waivers or free items;
 - (f) The period for which the included bundle (e.g. minutes/messages/data allowance/TV) remains valid, i.e. a monthly package of 10 min for 1 QAR per month shall specify whether the 10 minutes will expire after one month, roll over to the second, third etc. month and then expire or continue rolling over as long as the Customer subscribes to the plan;
 - (g) The Minimum Service Period, commitment periods and any cancellation policies;
 - (h) Any other special considerations or other elements of the Retail Offer that are material to the service provided and the consideration to be paid; and
 - (i) Any charges for equipment which are included as part of the service offered (e.g. broadband router).
- 39.4 Where required, all calculations and explanatory documents shall be submitted with the Tariff Filing. All calculations shall be in Excel format and fully documented (e.g. the file contains all inputs required).

Specifically for Loyalty Programs

40. For Loyalty Program the CRA requires all SPs to provide a quarterly report. This report shall be submitted in Excel to the CRA, on dates corresponding with the MDDD reporting¹⁸. For each Loyalty Program, per calendar quarter, the quarterly report shall contain:
- 40.1 Total number of participants;
- 40.2 Points accumulated in the calendar quarter;
- 40.3 Distribution of points accumulated in the calendar quarter by award criteria and exception;
- 40.4 Cash value of points accumulated in the quarter;
- 40.5 Points redeemed via SP in the calendar quarter;
- 40.6 Cash value of points redeemed via SP in the calendar quarter;
- 40.7 Points redeemed via third parties in the calendar quarter;
- 40.8 Cash value of points redeemed via third parties in the calendar quarter:

¹⁷ For the avoidance of doubt, an e-mail with the relevant Tariff Documents (in track change, in case of changes to an existing Tariff) suffices as a filing. The CRA does not require a cover letter.

¹⁸ Currently ref. section 9 of the Order "MDDD 2016 Reporting Notice", CRA 2017/05/02.

- 40.9 Total points accumulated over the history of the program;
- 40.10 Total cash value of points accumulated over the history of the program;
- 40.11 Total points redeemed via SP over the history of the program;
- 40.12 Total cash value of points redeemed via SP over the history of the program;
- 40.13 Total points redeemed via third parties over the history of the program; and
- 40.14 Total cash value of points redeemed via third parties over the history of the program.

Specifically for Below the Line Tariffs

- 41. For Below the Line Tariffs no filing is required, but non-DSPs shall keep records of the type of offers and incremental revenue (per month) they generated for at least for 12 (twelve) months from the date of the introduction of the BTLT into the market.
- 42. At its own discretion, the CRA may ask for reports and records and may take any other measure to verify the compliance of the SPs.

Specifically for Bespoke Tariffs

- 43. DSPs shall file for approval all new Tariffs for Telecommunications Services composing a Bespoke Tariff¹⁹ (ref. clause 94 below). This implies that if a component of the Bespoke Tariff has not been approved, the DSP shall file for approval the said component before submitting an offer to the Customer.
- 44. In case DSPs win the contract, they shall file the complete Bespoke Tariff within ten (10) working days after the signature of the contract. In case the Bespoke Tariff does not comply with the RTI, the CRA may request the contract to be terminated.
- 45. Non-DSPs shall file the complete Bespoke Tariff within 10 (ten) working days after the signature of the contract;
- 46. The CRA clarifies that:
 - 46.1 SPs do not have to submit the full tender documents, but only the relevant Tariff Documents and relevant information pertaining to Telecommunication Services. For confidentiality reasons, the SPs may omit the name of the contracting entity and summarize the description of the services provided.
 - 46.2 The CRA may also assess ex-post anti-competitive behaviors which implies that general provisions regarding anti-competitive practices apply. This includes e.g. cross-subsidization. The CRA may ask for full information and require a DSP to demonstrate the absence of cross-subsidization.
- 47. All Tariff Filings shall be sent to tariffs@cra.gov.qa.

¹⁹ DSPs are welcome to file a discount range for Telecommunications Services for approval. Once approved, a DSP can use the discount range for developing Bespoke Tariffs without the requirement to file them again for approval.

3.4 Tariffs – Review and Approval

48. A written pre-approval by the CRA for Tariffs is required as per Table 6 below .

Tariff Category	Tariff Types	Explicit pre-approval required by the CRA	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	N
	Promotional Tariffs	Y	N
	Loyalty Program	N	N
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	Y	N

Table 6 Tariffs requiring pre-approval by the CRA

49. Communications from the CRA will be by e-mail sent from tariffs@cra.gov.qa.
50. In case a SP is uncertain regarding the contents of a Tariff Filing, e.g. a cost justification, criteria for offering a discount, etc., the CRA welcomes a meeting prior to the Tariff Filing in order to clarify any uncertainty.

3.5 Tariffs – Publication

51. The following Tariffs as per Table 7 below shall be published on the SP’s website. This includes new Tariffs, modifications/changes to existing Tariffs and withdrawal of Tariffs.

Tariff Category	Tariff Types	Publication of Tariff Document	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	Y
	Promotional Tariffs	Y	Y
	Loyalty Program	N ²⁰	N ²¹
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	N	N

Table 7 Tariffs which shall be published by the SP

52. A Tariff will be considered void if the Tariff is not introduced in the market within 6 (six) months from the approval/notification date. A new Tariff Filing will be required after this period.
53. The SP shall ensure that all changes thereof a Tariff are successfully communicated to affected Customers.
54. For Loyalty Programs a publication in a Tariff Document is not required. In order to ensure full information to the Customer, all stipulations of Loyalty Programs shall be published on the SP’s website. They shall be written in plain language, clear, legible and easily understood by Customers and follow the requirements in clauses 39.2 and 39.3. All changes thereof Loyalty Programs shall be communicated to affected Customers.

20 Ref. clause 54

21 Ref. clause 54

55. For all post-paid Customers, the SP shall state clearly on the first page of their bill/invoice:

55.1 For DSPs:

Tariffs have been approved by the Communications Regulatory Authority. They are available at //insert web link to the page of the SP where the Tariff Document can be found//.

55.2 For non-DSPs:

Tariffs have been filed with the Communications Regulatory Authority. They are available at //insert web link to the page of the SP where the Tariff Document can be found//.

3.6 Promotional Offers - Duration and Repetition

56. Except for BTLTs, SPs shall:

56.1 Limit promotions to a maximum of 3 (three) months; and

56.2 Ensure that Promotional Offers do not tie or lock-in Customers to long-term contracts.

57. SPs shall not repeat promotions for the same Tariff until 6 (six) months after the initial promotion has expired. This applies to the underlying Tariff item or items that is/are subject to the initial promotion (i.e. at destination level, mobile data or connection charge).

58. Overlapping promotions, i.e. where a Tariff item is affected (reduced) more than once due to the effect of a promotion, are not permissible.

3.7 General Terms and Conditions (“GT&C”)

59. All new GT&C and modifications/changes to existing GT&C shall be filed with (copying tariffs@cra.gov.ga) and approved by the CRA.

3.8 Non-Discrimination

60. Notwithstanding the relevant clauses of Section 3.9.1, a SP shall not afford any undue preference to, or exercise undue discrimination against, a particular Customer or a group of Customers of any class or description.

Therefore any Standard Tariff²² shall be available to all Customers or group of Customers meeting the qualifying criteria as specified in the Tariff Document.

61. In particular when offering a Standard Tariff to a particular Customer or group of Customers:

61.1 The Tariff shall be filed with the CRA in a Tariff Filing;

61.2 The Tariff Document shall contain a description of the specific criteria that qualifies a Customer or group of Customers to receive the Tariff;

61.3 The Tariff Document associated with the Tariff shall be published as per the requirements of the RTI.

²² This does not apply to either Bespoke Tariffs or Below The Line Tariffs, both which are by their nature not accessible to all customers.

3.9 Discounts for Standard Tariffs

3.9.1 General Stipulation

62. SPs may offer discounts for STs to any Customers or group of Customers meeting the qualifying criteria as specified in the Tariff Document²³. In summary the following applies:

		Non-DSP	DSP
Permanent Tariffs	General Rule	20% rule applies	
	Non-discrimination	no justification needed (if less than 20%)	
	Cost justification	no justification needed (as they are non-DSPs)	needed (DSPs need to price above cost)
Promotion	General Rule	"everything goes", as long as the SP sticks to the 3 (three) months rule / non-repetition	
	Non-discrimination	n/a	
	Cost justification	n/a (non-DSPs)	needed (DSPs need to price above cost)

Table 8 Rules for Discounts of Standard Tariffs

- 63. The maximum permissible discount is twenty per cent (20%) of a Standard Permanent Tariff.
- 64. The 20% discounts can be offered on a permanent or promotional basis (ref. Section 3.6).
For the avoidance of doubt, if SPs wish to test the market, they may offer a promotion with a discount higher than 20% and then decide whether to introduce a Standard Permanent Tariff or to leave the promotion to expire.
- 65. DSPs shall demonstrate that the discount is above cost (ref. section 4.1 Tariffs – Filing and 4.2 Tariffs – Review and Approval).

3.9.2 Illegal Discounts

- 66. Notwithstanding clause 63, any discounts not filed with the CRA shall be deemed an "Illegal Discount" and shall be phased out by the SP. Customers subscribed to the Illegal Discount shall be migrated to a Tariff approved by/filed with the CRA.
- 67. For Illegal Discounts existing in the market at the date of the issuance of the RTI, the Customer may benefit from the contract until its expiration date, but not longer than 4 (four) months from the effective date of the RTI.
- 68. Within 15 (fifteen) working days from the effective date of the RTI, the SPs are required to:
 - 68.1 Inform in writing the Customers of the requirements to cease the Illegal Discounts and migrate them to a Tariff compliant with the RTI;

²³ This includes e.g. educational sector, charity sector, people with special needs.

68.2 As per the template below, provide a report to the CRA in Excel format listing all the Illegal Discounts (ref. Table 9).

Field	Explanation	Example
Number of the Illegal Discount	Consecutive number	1
Service	IP-VPN or Internet VPN	IP-VPN
Start Date of Contract	date	01-Apr-17
Expiry Date of Contract	date	01-Apr-18
Speed of Service	Mbps	16
Approved monthly charge of service	QAR/month	12'000
Actual monthly charge of service	QAR/month	500
Minimum Service Period of Contract	Months	12
Other T&Cs different from those approved	If yes, are there any other terms in the Customer contract, which are not in line with the approved contract?	N

Table 9 Report on illegal discounts

- 69. The first report shall be signed off by the Chief Executive Officer to attest comprehensiveness and correctness of the information provided.
- 70. SPs shall provide monthly reports to the CRA until all Illegal Discounts have been removed from the market. The reports shall be delivered within 10 (ten) working days for the preceding month.
- 71. All reports shall be submitted to tariffs@cra.gov.qa.

3.10 Minimum Service Period, Commitment Period and Cancellation Policy

- 72. SPs are subject to a Minimum Service Period of no longer than 3 (three) months, unless a sufficient justification is provided in a Tariff Filing demonstrating the effective need for a longer Minimum Service Period²⁴.
- 73. In the event a Customer wishes to cancel the service within the Minimum Service Period, SPs are entitled to collect the remaining fixed monthly charges for the Minimum Service Period. This clause does not apply if the SP changes the terms and conditions of a contract and, as a consequence, the Customer wishes to cancel the service whilst in the Minimum Service Period.

²⁴ For example for business Tariffs a) long contract periods for Customer specific backhaul capacity acquired from a third SP, which is otherwise a stranded cost b) high upfront costs for Customer specific/network specific CPE and c) conditions in a tender situation resulting in a Bespoke Tariff can be a justification for an extended Minimum Service Period.

3.11 Minimum Validity Period of Credit

74. Until the issuance of the Consumer protection regulation, the following applies:

Less than or equal to QAR 10	30 (thirty) calendar days or longer	Including, but not limited to, pre-paid products vouchers, top up credit.
Standard credit validity	6 (six) months or longer	

Table 10 Minimum Validity Period of Credit

75. For avoidance of doubt, this applies to credit only and excludes the minimum duration of the services (e.g. one day or one week mobile Internet packs, Add-ons/boosters, etc.) which can be lower.

3.12 On-Net/Off-Net Pricing Differentials

76. SPs shall not apply any on-net/off-net price differentiation, unless objectively justified and approved by the CRA. This means that a unit of service, which includes voice and video calls, SMS, MMS and other services, made from the SP’s network to another SP’s network shall be charged at the same amount as a unit of service inside the SP’s network. This also means that if units of service (e.g. call minutes) are included in a permanent bundle, these units of service shall be available in equal on-net and off-net form.

77. Due to the nature of business Closed User Groups ("**CUG**"), it is acceptable that calls to/from users within a CUG have specific call rates. However, calls to/from users outside of a CUG shall comply with clause 76 above. The CRA may assess ex-post specific cases of anti-competitive behavior.

3.13 Handsets and Customer Premise Equipment (“CPE”)

3.13.1 Handset Subsidy and SIM Locking

- 78. SPs are not permitted to:
 - 78.1 Subsidize any mobile device; and
 - 78.2 “Lock” a device so that it can only be used with the SP’s network.
- 79. SPs are free to sell devices on an instalment basis and unbundled from services. This can be achieved by e.g. a separate contract being taken out for a device and paid for in periodic arrears. This contract shall not be bundled with the underlying Telecommunication Service.

3.13.2 CPE Subsidies

Network Specific CPE

80. SPs may provide equipment necessary for the provision of services (as an integral part of the service) and which are not available in the open market without a separate charge. This would typically include devices such as an Optical Network Terminal for fiber broadband.

Non-Network Specific CPE

81. A CPE available in the market, e.g. WIFI Routers, may be provided to Customers “free of charge” or may be charged to Customers. In any case the cost for any CPE shall be part of the relevant Tariff.

3.14 Easy To Remember Numbers

82. Until the issuance of the National Numbering Regulation, SPs are entitled to charge “easy to remember” numbers on condition that all monies resulting from auctions go entirely to charities.

3.15 Geographic Differentiation of Charges

83. Unless specifically approved by the CRA, SPs shall provide only uniform pricing within Qatar.
84. This prohibition includes Promotional Tariffs and potential “cell based charging”.

4 Provisions Specific to DSPs

85. The following provisions are additional to those included in Section 3 above.

4.1 Tariffs – Filing

86. A DSP shall file its proposed Tariffs for pre-approval in the form of a Tariff Filing as per Table 5 above, which shall include:

86.1 The Tariff Document in a form as per Annex III of the RTI;

86.2 A cost justification, demonstrating the absence of anti-competitive conduct²⁵, which includes e.g. pricing below cost²⁶ or excessive pricing²⁷. A cost justification shall include as a minimum

(a) Revenue information – a detailed breakdown of the revenue components (e.g. connection, subscription, usage) of the Retail Offer, including the number of Customers expected to subscribe the Tariff; and

(b) Cost Information - a detailed breakdown of the cost components (e.g. network, retail, termination etc.) of the Retail Offer.

Any cost information shall be based on a reliable source such as e.g. the approved Regulatory Accounting System (“**RAS**”) and shall use the applicable cost base and cost standard. In the absence of reliable cost information, the CRA may choose appropriate proxies and benchmarks;

86.3 Proof that the DSP has provided or will be providing (a) corresponding wholesale service(s) to the Retail Offer in order to enable other SPs to replicate the Retail Offer of the DSP. The CRA will weight up the relevance of this requirement in terms of advantages and disadvantages for Customers and competition for each Tariff Filing by a DSP; and

86.4 All other information specifically required as per the RTI.

4.2 Tariffs – Review and Approval

87. The review will be based on:

87.1 Information submitted as part of the Tariff Filing;

87.2 Other official submissions to the CRA by the DSP such as the Regulatory Accounting System, MDDD reports, profitability reports etc.; and

87.3 Any other information the CRA deems necessary to assess the validity of the Tariff Filing (e.g. benchmarks etc.).

88. When a complete Tariff Filing has been received, the CRA will have 10 (ten) working days to (a) approve or (b) object to the Tariff or (c) extend the period for review.

²⁵ E.g. Article (43)6, 7 and 9 of the Telecommunications Law. Under these provisions, it is prohibited for a DSP to supply competitive telecommunications services at prices below long run incremental costs or any other cost standard specified by CRA. In addition, Article (43) of the Telecommunications Law states specifically: 6 - Supplying competitive telecommunications services at prices below long run incremental costs or any other cost standard specified by the General Secretariat. 7- Using revenues or transferring a part of cost of a specific Telecommunications Service to subsidize another Telecommunications Service supplied 9- Performing any actions that have the effect of substantially lessening competition in any telecommunications market. Also ref. to Competition Policy - Explanatory Document dated October 21, 2015, Section 2 and 3.

²⁶ *ibid.*

²⁷ Article (29) of the Telecommunications Law. “*The tariff for telecommunications services provided by dominant service providers must be based on the cost of efficient service provision and the tariff must not contain any excessive charges which result from the dominant position that the service provider enjoys.*”

89. If the CRA decides to extend the 10 (ten) working days review period it shall notify the DSP in writing and shall specify the concerns, procedures and timetable for the extended Tariff review.
90. The CRA may also request in writing further information from the DSP in relation to the Tariff Filing. The 10 (ten) working day countdown will be on-hold and will re-start once the additional information has been received by the CRA in a form as requested by the CRA.
91. If the CRA sets a response deadline, any request for an extension of this deadline by a SP shall be accompanied by a convincing justification and filed at least 5 (five) working days before the expiry of the original deadline.
92. Information may be exchanged in a Tariff meeting that may alter the CRA's understanding of a Tariff. This information does not need to be re-submitted in a formal Tariff Filing, but shall be captured in minutes of the meeting.
93. The CRA's decision shall be notified to the DSP in an Order providing reasons for such decision.
94. In case of the approval for a Bespoke Tariff, a "Fast Track" procedure will apply. This procedure will follow clauses 87 to 93, but with a timeline of 5 (five) working days.
95. If concerns regarding a Tariff arise after it has been approved by the CRA and introduced in the market, the CRA may initiate an ex-post review of the Tariff.

4.3 Bundles

96. Typically, any bundle offered by the DSP shall be capable of being replicated by other SPs. Accordingly, DSPs shall:
 - 96.1 Ensure that, where required, wholesale products are offered to other SPs that enable the provision of the same services (as the DSP); and
 - 96.2 Demonstrate that other SPs can replicate a bundled Retail Offer using either its own network or wholesale products available in the market.
97. The DSP may be required by the CRA to also separately offer the individual service elements of the bundle.

5 Provisions Specific to Non-DSP

98. The following provisions are additional to those included in section 3 above.
99. At the latest, the Tariff Filing shall be received by the CRA on the day of the launch of the Tariff.
100. Once a complete Tariff Filing has been received, the CRA will have 10 (ten) working days to verify that the Tariff Filing is consistent with the requirements set out in the RTI.
101. If the Tariff Filing is not consistent the CRA may (a) object to the Tariff in writing, informing the SP of its suspension, modification or withdrawal, and reasons for or (b) extend the period for review.
102. If the CRA decides that an extended review of a proposed Tariff is necessary, it shall notify the SP in writing and shall specify the procedures and timetable for the Tariff review.
103. If a request for information from the CRA contains a response deadline, any request for an extension of this deadline by a SP shall be accompanied by a convincing justification and filed at least 5 (five) working days before the expiry of the original deadline.
104. Information may be exchanged in a Tariff meeting that may alter the CRA's understanding of a Tariff. This information does not need to be re-submitted in a formal Tariff Filing but should be captured in appropriate minutes drafted by the CRA.
105. If the concerns are not addressed to the CRA's satisfaction, the CRA may request that the SP withdraws the Tariff.
106. If concerns regarding a Tariff arise after it has been approved by the CRA and introduced in the market, the CRA may initiate an ex-post review of the Tariff.

6 Compliance, Monitoring, Enforcement and Review

6.1 Compliance

107. The SP shall comply fully with any and all procedures related with Tariffs as established in the ARF.

6.2 Monitoring

108. Against the following criteria, the CRA will monitor the compliance of SPs with the RTI, specifically but not limited to,:

108.1 The introduction of Tariffs neither filed and/or approved and/or published by the SPs in the market;

108.2 Consistency of the published Tariff Documents with those filed / approved by the CRA;

108.3 Provision of required information; and

108.4 Delays in submitting required information.

109. Monitoring will be carried out, specifically but not limited to:

109.1 Checking the section of SPs' website where the Retail Offers and Tariff Documents are published;

109.2 Review of the completeness of the required information; and

109.3 Investigations performed by the CRA.

6.3 Enforcement

110. In the event of non-compliance, it shall result in one or a combination of the following enforcement provisions as stipulated under the Telecommunication Law:

110.1 Invoking the provisions of chapter sixteen (16) of the Law, whereby the SP shall be subject to criminal prosecution as a form of punishment for non-compliance with the relevant provisions of the Law and its license;

110.2 Invoking the provision of Article 62-bis of the Telecommunication Law, whereby non-compliance is punishable with the imposition of one or more of the administrative penalties that are set out in Schedule 1 of the Law.

111. In addition to the above, the CRA shall take adequate actions to protect the Customers, including but not limited to:

111.1 Ordering non-DPS to have their Tariffs pre-approved by the CRA;

111.2 Ordering the SPs to cease offering certain Retail Offers;

111.3 Ordering the SP to withdraw a Tariff; and

111.4 Ordering the DSP to provide service for free, or to compensate Customers, in case Customers subscribed to a Standard Tariff not approved by the CRA.

Annex I Glossary, Acronyms and Abbreviations

The terms, words and phrases used in the RTI shall have the same meaning as are ascribed to them in the ARF unless the RTI expressly provide for it otherwise, or the context in which those terms, words and phrases are used in the RTI require it.

ARF	Applicable Regulatory Framework - has the meaning given to it in the Individual Licenses held by the Service Providers.
BT	Bespoke Tariff - A Permanent Tariff offered by a SP to a specific Customer only based on unique, specific and objective requirements of that Customer. A BT will typically evolve out of tender situation. By its nature, the BT is not accessible/useful for other Customers. For the avoidance of doubt, discounting for a specific Customer does not constitute a BT.
BTLT	Below The Line Tariff - A Promotional Tariff offered by a non-DSP to a specific Customer or group of Customers and not accessible to all Customers. A BTLT shall be of negligible value and therefore by its nature does not adversely affect competition.
CPE	Customer Premise Equipment
CRA	Communications Regulatory Authority
Customer	It has the meaning given to it by as defined in the By-Law.
DSP	Dominant Service Provider - It has the meaning given to it in the Telecommunications Law.
Illegal Discounts	As defined in section 3.9.2 of the RTI.
License	It has the meaning given to it in Article 1 of the Telecommunications Law.
Licensees	Individually Licensed Service Providers
Loyalty Programs	Promotions and incentives granted by SPs to reward Customers for their loyalty.
MDDD	Market Definition and Dominance Designation
Minimum Service Period	It has the meaning given to it per by the Telecommunications Consumer Protection Policy, issued in January 2014 ²⁸ .
non-DSP	Non - Dominant Service Provider
Permanent Tariff	A Tariff, which is intended to be available to Customers on a non-time limited basis.
Promotional Tariff	A Promotional Tariff has certain restrictions in e.g. terms of duration and repetition.
Relevant Market	The Relevant Markets as defined by the MDDD process
Retail Offer	It has the meaning given to it per by the Telecommunications Consumer Protection Policy, issued in January 2014.
RTI	Retail Tariff Instruction
SP	Service Provider - It has the meaning given to it in Article 1 of the Telecommunications Law.
SIM	Subscriber Identity Module
SP	Service Provider
ST	Standard Tariffs - A Tariff offered by any SP to all business Customers or to all residential Customers or to all members of a subgroup of such Customers. A ST may include a discount matrix and/or a range of discounts, where the addressable Customers and the criteria are clearly identified.
Tariff	It has the meaning given to it by the By-Law.
Tariff Category	For the purpose of the RTI, Tariffs have been categorized in Standard Tariffs, Below the Line Tariffs and Bespoke Tariffs (ref. Table 3 Taxonomy of Tariffs).
Tariff Document	The Template provided for in Annex III Tariff Document - Template.

²⁸ Available at <http://cra.gov.qa/en/document/consumer-protection-policy>.

Tariff Filing	The submission made to the CRA. Generally, this is made of the Tariff Document and other information (e.g. the cost justification, the filing of the quarterly report for the Loyalty Programs, etc.) as described in the RTI.
Tariff Type	For the purpose of the RTI, Tariff Types are Permanent, Promotional and Loyalty Programs (ref. Table 4 Tariffs Types).
Telecommunications Service	It has the meaning given to it by the By-Law, but includes telecommunications products.

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Annex III Tariff Document - Template

General Tariff Information

Service Provider Name	Name of Service Provider
Tariff Number	A unique number for identifying this Tariff (To be created by the Service Provider)
Marketing Name of the Retail Offer	Generic name (e.g. post-paid mobile) and/or brand name (e.g. Shahry)
Tariff Type	Standard Permanent ²⁹ / Standard Promotion ³⁰ / Bespoke
Duration	[for Promotion only]
Customer Group	Residential or Business
Tariff Effective Date	Availability to Customers
Tariff Version Number	To be created by Service Provider (promotions are suffixed)

Tariff Details

Definitions	Definitions of terms used in this Tariff Document	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Tariff Terms and Conditions	Service specific terms and conditions	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Service Description and Features	A clear product description of the Telecommunications Service being offered with respect to what the Tariff proposes to deliver to Customers	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Charge Rates	All the charges rates shall be in QAR, including all taxes, levies, etc.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Service Provider Obligations	Which are not included in the SP's General Terms and Conditions, such as service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Customer Obligations	Which are not included in the SP's General Terms and Conditions	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Equipment and Technical Interfaces	Equipment owned/leased and supplied by the Service Provider, equipment provided by the Customer, service demarcation point, standards/specifications of service interfaces.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Service Level Agreement [for Business Tariffs only]	Including measurable QoS Parameters. For example, service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs

²⁹ Except Loyalty Program.

³⁰ Except BTLT.

Criteria for Customers/ Group of Customers to access the Tariff (if required) refer to Sections 3.8 and 3.9		If needed applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotion
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Tariff Version Control

[for Permanent Tariffs]

Tariff Version Number	Approval Date	Effective Date	Tariff Modifications
1.00	11 Aug 2008	18 Aug 2008	New Tariff
1.01	01 Sep 2008	10 Sep 2008	Local call price increase (4.1)

*** End of the RTI ***