



Czech Telecommunication Office

September 2019

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## Telegraphically on communications

The Chamber of Deputies adopted an amendment of the Electronic Communications Act

The amendment reduces or eliminates fines for an early termination of a contract with a commitment. Porting a telephone number to a different operator will be faster. The change will be taken care of by the service provider to whom the customer decides to switch. The amendment also includes a new option to request a refund of unused credit from prepaid cards. The amendment now goes to the Senate.

### The crisis hotline celebrates 25 years of its existence

The free hotline for crisis telephone intervention was created in 1994 by the foundation *Naše dítě* (Our Child). Initially, only children in Prague could use its first number 855 44 33. Now, at the single number 116 111 (harmonized throughout the EU) it receives 400 to 500 calls a day. The hotline now also operates a Parent Hotline intended not only for parents but for all adults having worries about a child.

### Sigfox network for Internet of Things declares the Czech Republic fully covered

The network operating in the 868 MHz frequency band is used for communication with smart devices and sensors which often run only on batteries. Sigfox has 320 base stations in the Czech Republic and, according to the company's statement, covers 96% of Czech population. The infrastructure for installation of the base stations was provided by T-Mobile.

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## Decision-making practice of the courts: Not every postage stamp is of collectible value

**If the Czech Post (Česká pošta) uses an ambiguous term in its Postal Terms and Conditions without further clarification, it is fair to interpret it always to its detriment. This follows from a final decision on the objections to the resolution of a complaint which was filed by a sender of a lost postal item sent abroad. It contained used postage stamps for collection purposes.**

In response to the complaint, the Czech Post acknowledged that the sender was entitled to a refund of the postage paid but it refused to pay the lump-sum compensation for damages for the lost postal item, explaining that according to the Postal Terms and Conditions, postal items may not contain "objects of cultural, artistic or collectible value regardless of the age and price thereof."

The previous wording of the Postal Terms and Conditions used the term "collection"; when until the end of 2016, Article 102(4) of the Postal Terms and Conditions read as follows: "Money, precious metals and stones and products made thereof, jewellery and items of similar value, securities

(traveller's cheques, bearer checks, bills of exchange, etc.), credit cards, vouchers for the delivery of goods or services may only be included in a postal item if this is expressly provided for a particular postal service.”

From January 1, 2017, the Czech Post changed the definition of prohibited content of the (registered) postal items from a demonstrative to an exhaustive list of items, whereas the range of prohibited items was substantially expanded. At the same time, age and price of objects of cultural, artistic or collectible value is not relevant. The term “object of collectible value” falls within the category of vague terms. When interpreting it, the administrative body must consider specific facts of the case in order to subsequently assess whether the lost items fulfil such definition.

Postage stamps are usually divided into three categories based on their quality. The first category, often marked with two stars, includes stamps that have not passed through mail circulation, are in a perfect condition, have undamaged gum, perforation and stamp image. Another category includes postage stamps that have not passed through mail circulation, are also in a perfect condition, but due to old collecting method, there is a hinge or a trace of it on the gum. These are mostly old stamps dated until 1945, when this collecting method began to disappear. This category is marked with one star. Last category, marked with a circle with a dot in the middle, indicates postage stamps that have passed through mail circulation and are officially stamped. Generally, postage stamps in the \*\* category are more valuable. However, there are also exceptions, for example, when the stamp has been in mail circulation for a very short period of time, so few have been preserved. Another very important factor is whether the postage stamp exists in any other version. For example, if it has a peculiarity (shifts in printing, manufacturing and plate defects, colour spots in the image), or – in case of more recent stamps – what kind of UV additive was used (a chemical substance added to the paper used for postage stamps in order to guide cancellation machines to the stamp).

The above implies that only some postage stamps or stamp sets have a collectible value. In other words, anything can be collected, but only certain items in a given domain have a real collectible value. Such items must be special, unique or particularly valued, or there must be only a limited number of them.

In the present case, the lost registered postal item abroad included used postage stamps on paper in the quantity of 1,000 pieces. It was therefore a postal item containing a larger number of used unsorted postage stamps. The magic of such a set of used postage stamps for philatelists is the fact that sometimes a rare postage stamp can be found in the set, i.e., a piece with a collectible value that they can include in their collection. In most cases, however, such a set of used postage stamps contains used postage stamps without collectible value and therefore cannot be regarded as an 'object of collectible value' without further examination.

Pursuant to Section 557 of the Civil Code, *“If a term is used which allows various interpretations, in the case of doubt it is to be interpreted to the detriment of the person who used the term first.”* In connection with this, CTU also mentioned in its decision a judgment of the Supreme Court of the Czech Republic dated 5 August 2008, file No. 28 Cdo 864/2008, which dealt with unclear provisions of the insurance terms and conditions and is applicable, by analogy, to the present case. This judgment stated, among other things, that *“unambiguous and comprehensible insurance terms and conditions shall be prepared by the insurance company itself as an entity specializing in such activities, professionally equipped for them and using insurance terms and conditions repeatedly, in comparison with the costs that each individual client would have to incur to achieve a contract of comparable quality. The downside of this indisputable advantage, however, is the fact that the insurance company, with the help of its professional resources, phrases the insurance terms and conditions itself, while the*

*client's possibilities to examine the terms and conditions in detail are limited, especially if the related costs (e.g., costs of legal assistance or loss of time) exceed the possible benefits. In this situation, the court of extraordinary appeal considers it fair that the ambiguous provisions of the insurance terms and conditions should be interpreted to the detriment of the insurance company which phrased them."*

It was up to the Czech Post to claim and prove that the postal item contained postage stamps with a collectible value. However, the Post, without further explanation, classified the set of used stamps sent as an item on the list of prohibited items merely because the sender stated in the complaint procedure that it was a "collector's item".

On this basis, CTU does not consider it proven that the content sent falls into the category of items which, pursuant to Article 102(4) of the Postal Terms and Conditions, were not allowed to be transported abroad by registered mail; although the Post generally referred to this provision, it did not substantiate and prove the reasons why it was in fact such an item.

Therefore, CTU agreed with the sender's objections and granted the sender the right to a compensation of damages resulting from the loss of an international registered postal item at a flat rate of CZK 998.

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## Amendments to contractual terms and conditions

### T-Mobile

Effective from 1 September, T-Mobile released a new [price list](#) of plans and services for tariff/post-paid and Twist customers, introducing two major changes. The subscriber can now combine voice and data part with new "unlimited" tariffs. The offer includes two data parts with no data volume limit when used in the Czech Republic. The first type slows down to 10 Mbit/s upon reaching 50 GB, while there is no such limitation in the second one. For use in the EU, data limits are applied in both cases in accordance with roaming regulation; 35, or 40 GB. The operator also offers purely data plans with the same parameters. In addition, T-Mobile eliminated dual pricing for the plans with and without a commitment. Those were replaced by plans without a commitment and without phone subsidies and plans with a phone subsidy conditional upon a 24-month commitment. When transferring from older plans with a commitment to a new plan without a phone subsidy, the original commitment has to be honoured. Since 1 September, T-Mobile stopped offering the StreamOn package. Existing customers, however, can still benefit from this package.

### O2

O2 also substantially changed its plan offering when it comes to data services. Since 16 September 2019 it introduced/has been offering two new sets of plans, namely new NEO plans without a set data volume in four versions gradually priced according to the connection speed, ranging from 5 Mb/s up to 300 MB/s, and modified Free+ plans with a set data volume, ranging from 1 GB to 60 GB, but without the connection speed limit.

### Vodafone

Vodafone also issued a new [price list](#) of plans and services, effective from 2 September. It newly offers its customers the possibility to combine both Internet from Vodafone and from UPC with RED plans with fixed Internet and *Neomezený* (Unlimited) with fixed Internet. In the Unlimited plans it also increased the maximum speeds to 10 Mbit/s. UPC, in addition to its existing services, newly offers mobile plans from Vodafone. The changes are related to the recent acquisition of these two companies.

## Checked by CTU in August...

...adherence to terms and conditions of General Authorization No. VO-R/12/09.2010-12 for using radio frequencies and operating broadband data transmission devices in the 2.4 GHz to 66 GHz bands.

Out of 22 inspections performed, CTU discovered 21 defects. This included in particular the use of indoor frequencies outside a building. CTU requested remedy of the deficiencies and subsequently initiated administrative proceedings.

...use of radio frequencies without an authorization.

CTU carried out six inspections focusing on the use of frequencies without an authorization. In five cases, CTU discovered operation on frequencies without or after the expiration of individual authorization. Administrative proceedings have been initiated.

...sources of interference of the electronic communication equipment and networks traffic, the provision of electronic communications services or the operation of radio communications services.

In August, CTU completed 89 investigations, 45 cases of which involved interference with television signal (out of those, 11 cases involved interference with DVB-T2 reception), 10 cases involved interference with GSM, UMTS and LTE public mobile communication networks, six cases involved interference with radio and satellite reception, two cases of interference with amateur service devices, and six involved interference with short-range devices. In one case of interference with public mobile communication networks, the source of interference was an active TV signal reception component. In one of the cases, BTS LTE in the 800 MHz frequency band (see next section) was identified as the source of interference with DVB-T reception. The investigation of 11 complaints on bad reception of DVB-T2 revealed in eight instances a defect on the viewer's equipment, in two instances the interference has disappeared, and in one instance it concerned reception outside of the area covered with DVB-T2 signal.

...pilot operation of LTE base stations in the 800 MHz band.

As of 31 August 2019, 220 base stations were in pilot operation and 16,571 base stations were in permanent operation. In August, CTU received 39 reports of interference and completed investigation of 45 cases of interference with television reception; BTS LTE in the 800 MHz band was identified as the source of interference with DVB-T and DVB-T2 in one case, which represents 2.2% closed cases of interference with television reception. In 36 cases, CTU discovered defects of the viewers' reception equipment, in five cases the interference has disappeared. In one case the cause of the reception failure was insufficient quality of the signal.

...cooperation between CTU and the Czech Trade Inspection Authority (Česká obchodní inspekce).

A joint inspection carried out by CTU and the Czech Trade Inspection Authority focused on the sale and distribution of radio transmission equipment at a vendor selling remote-controlled toys in Šluknov did not reveal any defects. An inspection in Brno at a computer and electronics retailer, which focused on the use of radio frequencies for the operation of short-range devices in frequencies according to General Authorization No. VO-R/10/01.2019-1, did not reveal any deficiencies either.

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## Operator can unilaterally change contracts for the worse

**CTU deals with complaints against the new per-minute billing introduced by Vodafone. Clients do not have to agree to a unilateral contract change and may terminate the contract without penalty as of the effective date of the change. However, they cannot force the provider to continue providing the service to them under the original conditions.**

In July, Vodafone changed its billing method from per-second billing after the first minute called to per-minute billing. This triggered complaints from subscribers who requested that CTU take an action to prohibit this change and to preserve the existing billing method.

Providers of electronic communications services, subject to the statutory conditions, are entitled to make a unilateral change to the contract, even a change that may be unfavourable to the consumers. Such a change may, for example, result in an increase of the overall payment for the services.

On the other hand, the customer has the right to refuse the change and terminate the contract without any penalty. In order to exercise this right, the customer needs to learn about the change in time. Therefore, the operator is obliged to publish information about the change in each of its establishments and on its website at least one month before the change of the contract becomes effective and, at the same time, inform customers about the publication. In addition, if the change relates to the statutory terms of the contract, the operator must also inform the subscribers in the manner agreed upon in the contract about their right to terminate the contract without penalties as of the effective date of the change.

It is not in CTU's power to prevent a change of contract, even if it is disadvantageous for the subscribers. Customers, however, have the aforementioned option to refuse the change, terminate the contract without penalty and choose another provider. In the case of prepaid services for which there are usually no contractual commitments, if the customer disagrees with a change, the contract can be terminated immediately, and the telephone number can be ported to another provider in the shortest possible time.

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## Amendment of the Postal Services Act

**On 15 August, Act No. 202/2019 Coll., amending Act No. 29/2000 Coll., on Postal Services and amending certain acts (Postal Services Act), as amended, and Act No. 319/2015 Coll., amending Act No. 29/2000 Coll., on Postal Services and amending certain acts (Postal Services Act), as amended, and Act No. 77/1997 Coll., on state-owned enterprise, as amended, was published in Part 86 of the Collection of Laws.**

This Act primarily amends the rights of postal license holder to the reimbursement of net costs associated with the provision of universal service. The maximum amount of net costs, representing an unfair financial burden, has been increased from the original amount of CZK 500,000,000 to CZK 1,500,000,000; for preliminary net costs, the maximum amount is therefore CZK 750,000,000. However, payment of the funds earmarked for covering the preliminary net costs is subject to the existence of a positive decision by the European Commission on the eligibility of the provision of the preliminary net costs (Section 34e(3) of the Postal Services Act)

The present Act also amends the existing processes concerning powers of CTU pursuant to Section 6(4) of the Postal Services Act, by which is CTU authorized to impose by a decision, with a time limit of no less than 20 days, an obligation upon the provider of postal services to change its postal terms and conditions if they are inconsistent with the Postal Services Act or its implementing legislation or in

violation of a law providing for consumer protection rules because of unfair, deceptive or aggressive commercial practices or because of discrimination against the consumer. The last set of changes introduced by Act No. 202/2019 Coll. is the accompanying amendment of certain provisions on penalties in Section 37a of the Postal Services Act and the introduction of a special amount for the sum imposed as an enforcement penalty, which is now up to CZK 5,000,000.

This Act entered into force on the fifteenth day after its publication, i.e., on 30 August.

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## Radio spectrum management

### Transition to DVB-T2

On 14 August, České Radiokomunikace began broadcasting an information program on the transition to DVB-T2 entitled “Tune in to DVB-T2” (SID 0x8105) nationwide via the Regional Broadcasting Network 8. Due to the gradual tuning of TVs in households, a pilot broadcast in the form of a static image screen has started; a full-fledged information channel has been broadcast since 4 September.

### Certificates and tests

As of 1 September, new rules for examinations and qualification certificates apply. Details are provided on [CTU website](#); they are also discussed in CTU’s [Monitoring Report No. 06/2019](#).

### Radio broadcasting

The following new T-DAB transmitters of TELEKO digital were launched: Liberec–Proseč 5B (200 W), Olomouc 12B (1 kW).

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## Telecommunication regulation in the EU

### European Commission

[Commission Implementing Decision \(EU\) 2019/1326](#) of 5 August 2019 on the harmonised standards for electromagnetic compatibility drafted in support of Directive 2014/30/EU of the European Parliament and of the Council was published in the Official Journal of the EU on 6 August.

[Commission Implementing Decision \(EU\) 2019/1345](#) of 2 August 2019 amending Decision 2006/771/EC updating harmonised technical conditions in the area of radio spectrum use for short-range devices was published on 13 August.

### Consultation on wearables

The European Commission has launched open public consultation on Internet-connected radio equipment and wearable radio equipment. The questionnaire is [available \(in English as well as in Czech\)](#) and comments can be submitted until 15 November.

### BEREC Stakeholder Forum

BEREC invites all stakeholders in the electronic communications market to its traditional forum to present its plans for 2020. This year's discussion panel will be dedicated to the security of electronic communications networks, especially with regard to the development of 5th generation networks. [BEREC Stakeholder Forum](#) will take place on 16 October in Brussels. Registration is open until October 8. The event will be streamed on the BEREC website.