



PRELIMINARY DETERMINATIONS ON:

- ***CLASS LICENCES,***
- ***EXEMPTIONS AND***
- ***TYPES OF FEES***

Consultation Document – ECS 03/2009

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1. Introduction

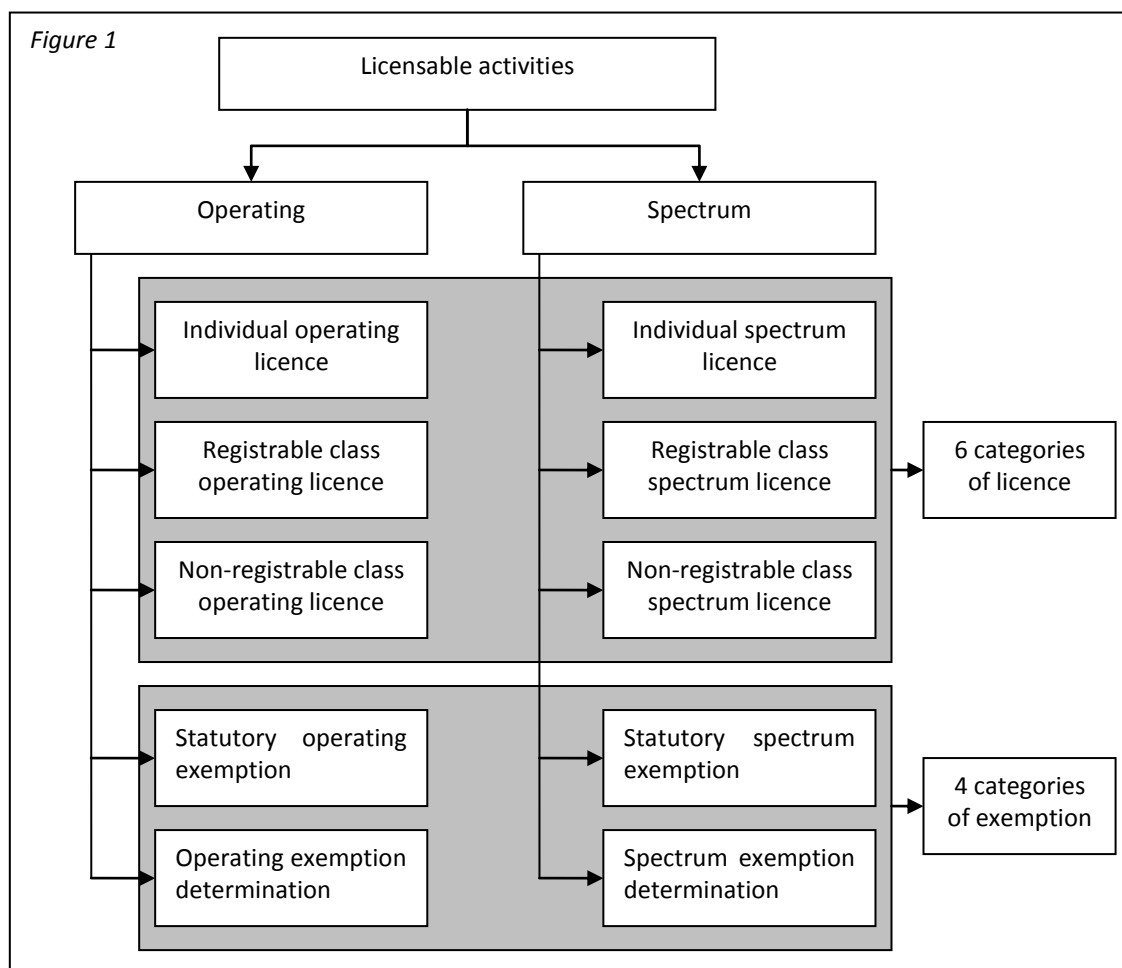
1.1 Background to this consultation

1. The Utilities Regulation and Competition Authority (“URCA”) is the governing body of the new regulatory regime established under the Communications Act 2009 (“Comms Act”) for electronic communications in The Bahamas. URCA is responsible for licensing persons who provide, operate or maintain an electronic communications network or provide an electronic communications service. URCA may levy a range of fees and charges for its regulatory activities.
2. In this document, Section 1.2 sets out an introduction to the licensing system under the Comms Act and section 1.3 provides an introduction to the fee system under the Comms Act.
3. This consultation document includes seven preliminary determinations issued under Section 100 of the Comms Act. These all relate to licences and URCA believes that they should be read together. The first six preliminary determinations relate to URCA’s licensing activities. The seventh preliminary determination relates to the charges that URCA intends to levy.
4. Section 4 of the Comms Act states that one of the main objectives of the electronic communications policy in The Bahamas is to further the interests of consumers by promoting competition and in particular:
 - to enhance the efficiency of the Bahamian electronic communications sector and the productivity of the Bahamian economy;
 - to promote investment and innovation in electronic communications networks and services;
 - to encourage, promote and enforce sustainable competition; and
 - to promote the optimal use of state assets, including radio spectrum.
5. The establishment of a clear and transparent licensing system, including a fee system, is a precondition for the attainment of the above objective.
6. In this document, except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Comms Act. This consultative document does not constitute legal, commercial or technical advice. This consultation is without prejudice to the legal position of URCA or its rights and duties to regulate the market generally.

This document should be read in conjunction with the Licensing Guidelines published by URCA on 1 September 2009, available at www.urcabahamas.bs (ECS 14/2009 and ECS 15/2009).

1.2 Licensing system

7. At the highest level, licences and exemptions established by URCA fall into two categories. URCA may establish “operating” licences or exemptions relating to the operation of electronic communications networks and services. Additionally, URCA may establish “spectrum” licences or exemptions that authorise the use of radio frequencies.
8. Within these two categories of activities (operating activities and spectrum activities), URCA has a number of regulatory instruments that can be used to permit licensable activities. These are individual licences, class licences (which may require registration or may not require registration) and exemptions (which may be by statute or determination). The full range of these mechanisms is shown in Figure 1 below.



9. Individual licences do not need to be established by determination but may be issued to persons that meet the application criteria set pursuant to section 26 of the Comms Act. The conditions of the standard individual operating licence must be published by URCA. In accordance with section 20(1) of the Comms Act, URCA has published the terms of the standard **individual** operating licence on its website (ECS10/2009). Similarly, URCA has

published the terms of the standard **individual** spectrum licence on its website (ECS11/2009).

10. **Class licences** may only be established by URCA following a determination procedure. As prescribed by section 19(3) of the Comms Act, class licences are generally available to qualifying persons. Qualifying persons may use the registrable class licence once they have been registered under section 19(3)(c)(i) of the Comms Act. Persons may use the non-registrable class licences if they satisfy the conditions specified in the licence, in accordance with section 19(3)(c)(ii) of the Comms Act.
11. **Exemptions** may be set out in the Comms Act (i.e. statutory exemptions) or may be established by determination under section 18 of the Comms Act. Any person that meets the criteria of an exemption, whether statutory or by determination, will not require a licence for those activities set out in the exemption.
12. Without prejudice to URCA's power to issue further determinations, in this document the Utilities Regulation and Competition Authority (URCA) gives formal **notice of six preliminary determinations** to establish:
 - a registrable class operating licence;
 - a registrable class spectrum licence;
 - a non-registrable class operating licence;
 - a non-registrable class spectrum licence;
 - an operating exemption determination; and
 - a spectrum exemption determination.

1.3 Fees system

13. The Comms Act includes different types of fees payable by licensees and other parties. Part XVI of the Comms Act lists the main types of fees and payments that could be levied by URCA. This is not an exhaustive list of fees. Other laws and other Parts of the Comms Act refer to other fees payable. For example, section 113(7) of the Comms Act states that URCA shall impose fees to cover the administrative costs of the review, modification, amendment or revocation of existing licences.
14. Pursuant to section 92(1) of the Comms Act, in this document URCA gives **notice of a preliminary determination on the types of fees** that it intends to levy.

1.4 Consultation process

15. URCA invites and welcomes comments and submissions from members of the public, licensees and other interested parties on this consultation document.
16. After the consultation closes, URCA will carefully consider any submissions received and issue a final Determination setting out the finalised text of the class licences and of the exemption criteria and the types of fees to be levied by URCA.
17. Persons may obtain copies of the public consultation document either:
 - a. in printed booklet from URCA Office, Agape House, Fourth Terrace East, Collins Avenue, Centerville, Nassau; or
 - b. by downloading it from the URCA Website at www.urbahamas.bs.
18. Persons may send their written submissions or comments on the public consultation document to the Chief Executive Officer, URCA either:
 - a. by hand, to URCA Office, Fourth Terrace, Collins Avenue, Nassau; or
 - b. by mail, to the above address; or
 - c. by fax, to 242 323 7288; or
 - d. by email, to info@urbahamas.bs.
19. The deadline for receiving submissions and comments is **5:00 PM on 1st October, 2009**.
20. The remainder of this consultation document is structured as follows:
 - Section 2 sets out the preliminary determinations for class licences (the registrable class operating licence, registrable class spectrum licence, non-registrable class operating licence and non-registrable class operating licence);
 - Section 3 sets out the preliminary determination for the exemptions (the operating exemption and spectrum exemption); and
 - Section 4 sets out the preliminary determination on fees.
21. For ease of reference, the preliminary determinations in the Annexes, which relate to the class licences and exemptions, have also been published as draft licences and exemptions in the Licensing section on URCA's website. Additionally, a fee schedule based on the preliminary determination on fees has also been published. This is to provide further transparency regarding URCA's proposals relating to the licensing regime.

2. Preliminary determination on class licences

2.1 Background to the preliminary determinations

22. Under section 19(3) of the Comms Act, URCA can establish by means of a determination a class licence which sets forth terms and conditions of the licence and applicable qualification criteria. All class licences are generally available to any qualifying person.
23. Under section 19(3)(c)(i) of the Comms Act, any qualifying person falls under a registrable class licence upon effective registration in accordance with section 23 of the Comms Act.

*This is a **preliminary determination** about the terms and conditions of class licences. The conditions of the draft class licences can change as a result of this consultation process. The content of the class licences will be finalised in the final determination to be issued by URCA. Persons intending to operate under the terms of a class licence in The Bahamas cannot legally do so until the terms and conditions of the class licences have been finalised and published in this final determination. URCA will accept applications for registration under the class licences from 1 September 2009 but will not be able to process the applications until the class licences have been finalised and a final determination has been issued.*

For the avoidance of doubt, the 45-day registration processing period under section 23(5) of the Comms Act will start to run from the date when the class licences are published in final form.

2.2 Preliminary determinations

24. The terms and conditions of a registrable class operating licence are set out in Annex A.
25. The terms and conditions of a registrable class spectrum licence are set out in Annex B.
26. The terms and conditions of a non-registrable class operating licence are set out in Annex C.
27. The terms and conditions of a non-registrable class spectrum licence are set out in Annex D.

3. Preliminary determination on exemptions other than statutory exemptions under s.17(1)

3.1 Background to the preliminary determinations

28. Section 17(1) of the Comms Act, which is set out below, exempts the following (subject to subsection 17(2) of the Comms Act).

<p>(1) Subject to any requirement to obtain a licence or authorisation in relation to radio spectrum under section 35, persons shall be exempt for the purposes of section 16(2)(c) to the extent that their—</p> <p>(a) networks or carriage services are established, maintained and operated exclusively by or provided to—</p> <p>(i) the Royal Bahamas Police Force;</p> <p>(ii) the Royal Bahamas Defence Force;</p> <p>(iii) the providers of fire brigade, ambulance, coast guard and other emergency services; or</p> <p>(iv) military services duly authorised to operate in The Bahamas;</p> <p>in the course of carrying out their duties;</p> <p>(b) networks' facilities are situated either —</p> <p>(i) on land in The Bahamas occupied by the person who has established or maintained or operated that network; or</p> <p>(ii) in a vehicle, vessel, aircraft or hovercraft or in two or more vehicles, vessels, aircraft or hovercraft mechanically coupled together,</p> <p>and which are not established for, maintained by, operated for or provided to any third party for commercial gain, including for that third party's commercial gain;</p> <p>(c) facilities to receive sounds or visual images transmitted, by wireless telegraphy, from a transmitting station for general reception direct from that station or through the medium of a relay service licensed under this Act; or</p> <p>(d) networks or carriage services are used on a foreign vessel or aircraft or any transit service passing through The Bahamas' territorial waters, skies or territories or landing in its seaports or airports, provided that the vessel or aircraft or transit service does not make a broadcast whilst passing through The Bahamas' territorial waters, skies or territories or landing in its seaports or airports.</p>
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29. These are statutory exemptions. In addition, under section 18 of the Comms Act, URCA can by determination issue further exemptions from the requirement to obtain a licence in respect of the provision of specified electronic communications services or networks.

30. URCA intends to issue a determination exempting ***self-provision*** and ***closed user groups*** from the requirement to obtain an **operating licence**; and ***low power devices*** from the requirement to obtain a **spectrum licence**.
31. Both self-provision and closed user groups enable persons to send electronic signals, provided that those messages are not sent over a public network. Additionally, URCA intends to exempt only those persons who do not operate an electronic communications network or provide electronic communications services as their principal business.
32. The distinguishing features of self-provision are that the self provision exemption may not be used to transmit electronic signals externally or for commercial gains. The distinguishing feature of a closed user group is that the persons to whom the messages may be sent should have a common interest and should exclude the general public (or, indeed, any persons not in that user group).
33. If a person is exempt under an **operating** exemption, they may still require a **spectrum** licence.
34. URCA intends to exempt from the spectrum licensing regime the use of low power devices. Generally, low power devices are transmitters (e.g. remote control devices, Bluetooth devices, domestic wi-fi devices) which emit low radiated power and are suitable only for short-range operations of typically less than 100 feet. In some instances, the range may be extended slightly, provided that the equipment is low power.
35. Low power devices are typically not used for commercial gain and their primary purpose is not for business. These devices do not permit or enable the establishment and operation of a broadcast radio or television station. Spectrum used by low power devices is shared spectrum, used on a secondary basis. This means that the device user has no right to cleared spectrum and should not interfere with other spectrum users' operations. Low power devices approved for use in the United States will carry a compliance label stating that they meet the requirements of the Federal Communications Commission's (the FCC's) rules.
36. As The Bahamas is within the International Telecommunications Union (ITU) Region 2, URCA adopts the low power exemption list published by the FCC in Part 15 of Title 47 of the Code of Federal Regulations. The regulations are available at <http://www.fcc.gov/oet/info/rules/>.

3.2 Preliminary determinations

37. The operating exemption is set out in Annex E.
38. The spectrum exemption is set out in Annex F.

4. Preliminary determination on URCA fees

4.1 Background to the preliminary determination

39. Section 92(1) of the Comms Act sets out a number of fees that can be levied by URCA in pursuance of its duties under the Comms Act. The list in section 92(1) of the Comms Act is broad but not exhaustive. For example, licensees may still have to pay transitional fees to URCA under section 113(7) of the Comms Act and may be required to pay a communications licence fee to the Government (but collected by URCA) under section 91 of the Comms Act. In addition, there may be an obligation for licensees to pay other fees, such as under the Utilities Tribunal Act.
40. Under s. 92(2) of the Comms Act, all charges and fees determined and levied by URCA must:
- be set on an objective, non-discriminatory, transparent and proportionate basis;
 - be published by URCA on its website (and any other form as it considers appropriate);
 - seek only to cover a proportionate share of the relevant operating costs of URCA (as set out in point (d) below) for the performance of its duties under this Act. The fees for a licence shall be proportionate and be published in an appropriate and sufficiently detailed manner, so as to be readily accessible;
 - be set to cover URCA's annual budgeted costs of performing URCA's functions and exercising its powers under this Act and the URCA Act and to recover any deficit from previous years; and
 - take account of any surplus in URCA's accounts carried over from the previous accounting year.
41. In accordance with section 92(1) of the Comms Act, in this document URCA sets out a preliminary determination about the fees that it intends to levy based on the range listed in subsections 92(1)(a) – (d) of the Comms Act.
42. The list of the range of fees that URCA can charge is broad under the terms of section 92(1) of the Comms Act. The list is reproduced below:
- charges for particular services rendered by URCA in the performance of its functions or the exercise of its powers under this Act;
 - fees to be payable for any application required under this Act or for the supply or making copies of documents;

- annual charges for licences to be calculated based on the licensee's relevant turnover; and
- other fees and charges for the administration and allocation of state assets.

4.2 Preliminary determination

URCA intends to levy the following charges:

- annual charges for licensees to be calculated on the licensee's relevant turnover under section 92(1)(c) of the Comms Act;
- fees for the provision of copies of documents under section 92(1)(b) of the Comms Act;
- fees under section 92(1)(d) of the Comms Act for the administration and allocation of spectrum;
- fees under section 92(1)(d) of the Comms Act for the administration and allocation of national telephone numbers;
- other fees and charges under section 92(1)(a) of the Comms Act for particular services rendered by URCA in the performance of its functions and the exercise of its powers under the Comms Act, as may be notified to licensees requesting such services.

Pursuant to section 92(2)(b) of the Comms Act, URCA shall publish on its website the amount of the charges and fees to be levied, as a Fee Schedule, updated from time to time.

Annex A – Conditions of a Class Operating Licence Requiring Registration

DATED

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**DRAFT CLASS OPERATING LICENCE REQUIRING
REGISTRATION (the “Licence”)**

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DEFINITIONS AND INTERPRETATION

1.1 In this Licence, except in so far as the context otherwise requires:

“Access” is the making available of Facilities and/or Carriage Services, to an Other Operator, under defined conditions, on either an exclusive or non-exclusive basis, for the purpose of providing Electronic Communications Services;

“Communication” means a communication for transmission by a Network;

“Communications Act” means the Communications Act 2009;

“Communications Data” means Signals other than Traffic Data;

“Communications Licence Fee” means the fee payable under section 91 of the Communications Act;

“Condition” means a condition in this Licence;

“End-User” in relation to a publicly-available Carriage Service, means: (a) a person who, otherwise than as a Licensee, is a Subscriber for that service; (b) a person who makes use of the service otherwise than as a Licensee; or (c) a person who may be authorised, by a person falling within sub-paragraph (a), so to make use of the service;

“Equipment” includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

“Financial Year” means the Financial Year of URCA, as defined in the URCA Act;

“Free Broadcast Service” means Broadcasting that is intended for reception in an unencrypted, intelligible form and free of charge;

“Material Change” means any significant change to the Licensee or the Electronic Communications Services provided by the Licensee, as may be detailed by URCA in any guidelines or other Documents;

“Other Operator” means a person other than the Licensee who is authorised to operate a Network or provide a Carriage Service under a licence awarded or an exemption granted by URCA;

“Public Pay Telephone” means a telephone available to the general public, for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes;

“Public Service” means any Carriage Service that is provided so as to be available for use by members of the public;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Records” means data or information showing the extent of any Network or service actually provided to an End-User and any data or information used in the creation of a bill for an End-User;

“Register” means the register of persons granted this Licence and maintained by URCA pursuant to section 28 of the Communications Act;

“Regulatory and Other Measure” means any Document issued by URCA that sets out rules or procedures with which the Licensee must comply, including but not limited to any determination, adjudication, regulation, order, direction, decision, statement, instruction, notification; and technical rules and standards;

“Residential Customer” means, in relation to the Licensee, a Subscriber of that Licensee who is a natural person who uses the Licensee’s services and who contracts at a place of residence;

“Small Business Customer” means, in relation to the Licensee, a Subscriber of that Licensee who is: (a) not an Other Operator; and (b) a Subscriber in respect of an Undertaking carried on by him which has an annual turnover that does not exceed two hundred and fifty thousand dollars;

“UAT Act” means the Utilities Appeal Tribunal Act; and

“URCA Act” means the Utilities Regulation and Competition Authority Act 2009.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act, and otherwise
- (c) the URCA Act, and otherwise
- (d) the UAT Act;

1.2.2 for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;

1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the

Licence, as modified from time to time in accordance with this Licence and the Communications Act;

- 1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;
- 1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;
- 1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;
- 1.2.8 use of the word “include” or “including” is to be construed as being without limitation;
- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

GRANT AND DURATION OF THE LICENCE

- 1.3 The Licensee is granted this Licence from the earlier of the following:
 - 1.3.1 the date that they are added by URCA to the Register;
 - 1.3.2 the date that they are deemed to be added to the Register under section 23(4) of the Communications Act.
- 1.4 No person that is a Licensee under an Individual Operating Licence, whether as a Named Licensee or a Subsidiary Undertaking notified to URCA under section 21(1) of the Communications Act, or is entitled to be a Licensee under an Individual Operating Licence, shall be a Licensee under this Licence.
- 1.5 This Licence shall continue in force in respect of each Licensee until the earlier of the following events:
 - 1.5.1 the Licensee is removed from the Register by URCA;
 - 1.5.2 the Licence is revoked pursuant to section 27 of the Communications Act.

SCOPE OF THE LICENCE

- 1.6 URCA grants to the Licensee:
 - 1.6.1 a right to provide any Carriage Services; and
 - 1.6.2 the rights to establish, maintain and operate one or more Networks,

within, into, from and through The Bahamas, subject to the Conditions of this Licence, Regulatory And Other Measures of and the provisions of the Communications Act.

- 1.7 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of this Licence, Regulatory And Other Measures and the provisions of the Communications Act. Conditions 1.9 and 1.10 below list the restrictions that apply to the Licensee under operating under this Licence.
- 1.8 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee's rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.

RESTRICTIONS

- 1.9 In accordance with section 84 and Schedule 2 of the Communications Act, the Licensee shall not have the benefit of land access set out in Part XIV of the Communications Act.
- 1.10 The Licensee shall not offer an Electronic Communications Service to End-Users for which a corresponding Access or Interconnection service to an Other Operator, including but not limited to call termination, is required.

PAYMENT OF FEES AND CONTRIBUTIONS

- 1.11 The Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act:
 - 1.11.1 any URCA Fees;
 - 1.11.2 the communications licence fees notified by URCA on behalf of the Minister;
 - 1.11.3 the contribution to the Universal Service Fund set by URCA from time to time in accordance with the Communications Act; and
 - 1.11.4 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.
- 1.12 For each Financial Year of the Licence, any annual fees payable by the Licensee under section 92(1)(c) of the Communications Act shall be based upon:
 - 1.12.1 the last available audited accounts of the Licensee; or
 - 1.12.2 if the Licensee does not have any available audited accounts or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants; or
 - 1.12.3 if the Licensee does not have any available accounts certified by an accountant in possession of a practising certificate issued by the Bahamas

Institute of Chartered Accountants, the expected Relevant Turnover in the Licensee's business plan.

- 1.13 The annual fees calculated in accordance with Condition 1.12 shall be paid in advance on the first day of the Financial Year, with any adjustment due as a result of the audited accounts for that Financial Year becoming available being paid to URCA (or deducted from any other payment due to URCA) on the first day of the next Financial Year.
- 1.14 Without prejudice to Condition 1.320, in the event of a default by the Licensee in the payment of any fees when due under this Licence:
- 1.14.1 the Licensee shall pay to URCA interest under section 94 of the Communications Act; and
- 1.14.2 URCA may revoke this Licence under the terms of the Communications Act.

CONSUMER PROTECTION

1.15 Minimum terms and conditions

- 1.15.1 The Licensee shall, in offering to provide, or providing, Public Services other than Free Broadcast Services, ensure that it offers contracts with terms that at least include applicable prices and tariffs (which for the avoidance of doubt shall not include customised or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Public Services by End-Users, except Public Pay Telephones, are published.
- 1.15.2 Where the Licensee intends to modify a condition in a contract with a Residential Customer or a Small Business Customer which is likely to be of material detriment to the Residential Customer or the Small Business Customer, the Licensee shall:
- (a) provide the Residential Customer or the Small Business Customer, as appropriate, with at least one month's notice of its intention detailing the proposed modification; and
- (b) inform the Residential Customer or the Small Business Customer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Residential Customer or the Small Business Customer.

1.16 Code of Practice for Complaints

Without prejudice to any regulations that URCA may issue under section 45(2) of the Communications Act, as soon as practicable and in any event within six (6) months of the Commencement Date, the Licensee shall establish and thereafter maintain procedures for the handling of complaints made by its Residential Customers or its Small Business Customers in relation to the provision of Public Services.

1.17 **Non-Payment of Bills**

1.17.1 Where the Licensee's Subscriber has not paid the Licensee all or part of a bill for Carriage Services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:

- (a) be proportionate and not unduly discriminatory;
- (b) give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the Carriage Service concerned, as far as technically feasible.

1.17.2 The Licensee shall publish details of generic measures it may take against Subscribers generally to effect payment or disconnection in accordance with Condition 1.17.1 above by:

- (a) sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and
- (b) placing a copy of such information on any relevant website operated or controlled by the Licensee.

1.18 **Metering and Billing**

The Licensee shall not render any bill to a Subscriber in respect of the provision of any Public Services unless every amount stated in that bill represents and does not exceed the true extent of any such service actually provided to the Subscriber or its End-Users.

1.19 **Quality of Service**

The Licensee shall use reasonable endeavours to provide Carriage Services to a standard that could be reasonably expected by Subscribers, having regard to the nature of the services and any advertising or sales information provided by the Licensee.

1.20 **Fair dealing**

1.20.1 The Licensee must only charge a Subscriber for the specific Carriage Services or Equipment that the Subscriber has ordered, and a user shall have no liability to pay for any Carriage Service or Equipment that it has not ordered.

1.20.2 The Licensee must permit Subscribers on request to review his expenditures relating to Carriage Services provided by the Licensee.

1.20.3 The Licensee shall not make or cause to be made any claim or suggestion regarding the availability, price or quality of its Electronic Communications Carriage Services or Equipment or that of an Other Operator if the Licensee knows or reasonably ought to know that the statement or claim is false or misleading.

- 1.20.4 The Licensee shall ensure that all standard terms and conditions and codes of practice are drafted in plain English that is easy to understand and copies of the codes of practice shall be provided on request and free of charge to any Residential Customer or Small Business Customer and be prominently available on the Licensee's public website.

CONFIDENTIALITY OF SUBSCRIBER'S INFORMATION

- 1.21 Subject to Conditions 1.22 and 1.23, any other provision of this Licence or any provision of the Act or another enactment, the Licensee –
- 1.21.1 must not without a Subscriber's consent collect, use, maintain or disclose information about a Subscriber for any purpose; and
- 1.21.2 must apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such information.
- 1.22 The Licensee may disclose a Subscriber's name, address and listed Telephone Number in a printed or electronic telephone Directory except where a Subscriber specifically requests that his details should be excluded from the Directory.
- 1.23 The Licensee may be required by URCA (by determination under the Communications Act) to retain or to be prohibited from retaining specified information relating to Subscribers, including information about billing, beyond a specified period.
- 1.24 The Licensee must ensure that information it discloses or retains concerning a Subscriber is accurate and complete for its intended use.
- 1.25 The Licensee must permit a Subscriber to inspect its Records regarding a Carriage Service provided to that Subscriber and to require correction or removal of information that is shown to be incorrect.
- 1.26 The Licensee must disclose to Subscribers the purpose of requesting or collecting any information about the Subscriber and must not use or maintain information about the Subscriber for undisclosed purposes.

CONFIDENTIALITY OF COMMUNICATIONS

- 1.27 The Licensee must take all reasonable steps to ensure the confidentiality of its End-Users' Communications.
- 1.28 The Licensee must not intercept, monitor, alter or modify the content of a message unless required to do so by the Communications Act or any other enactment.

INFORMATION, AUDIT, INSPECTION AND ACCESS

- 1.29 URCA may require:
- 1.29.1 an audit of any aspect of the business of the Licensee and the Licensee shall or shall procure assistance to URCA as it may reasonably require;

- 1.29.2 the Licensee to provide it with such information, Documents, accounts, returns, estimates, reports or other information required by URCA in the manner and at the times specified by URCA. URCA may use this information for purposes of compiling statistics and publishing periodical reviews of the Electronic Communications industry, and as required or permitted by the Communications Act or other laws or legal process;
 - 1.29.3 the Licensee to permit a person authorised by URCA to carry out an inspection.
- 1.30 At the time when the Licensee pays its annual fee under Conditions 1.11 - 1.14 or, if earlier, prior to the end of each Financial Year, the Licensee shall either:
- 1.30.1 provide URCA with confirmation in writing that its business has not undergone any Material Change over the previous Financial Year; or
 - 1.30.2 provide URCA in writing details of the Material Changes to its business.
- 1.31 Without prejudice to Condition 1.32, in the event that the Licensee does not provide URCA with either a written statement of no Material Change or details of any Material Changes, URCA may revoke this Licence under the terms of the Communications Act.

BREACH OF LICENCE

- 1.32 If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against the Licensee.

REVOCAION AND MODIFICATION

- 1.33 URCA may deregister a Licensee or revoke or modify this Licence or the Conditions applicable to any specified Licensee or Licensees in accordance with the procedures set out in section 27 of the Communications Act.

CHANGE IN CONTROL

- 1.34 The Licensee shall obtain URCA's approval of any change in control of the Licensee prior to the change in control occurring.
- 1.35 Without limiting URCA's ability and duty to apply the merger control provisions in sections 70 to 78 of the Communications Act, URCA may object to a change in control if in URCA's view the acquirer would not meet any qualification criteria set by URCA pursuant to section 23 of the Communications Act.

ASSIGNMENT

- 1.36 The Licensee shall not, without the prior written consent of URCA, sub-license, assign or grant any right, interest or entitlement in the Licence to any person or transfer or dispose of any of its assets that are necessary to provide any Carriage Service that the

Licensee is obliged to provide under this Licence unless such assets have been adequately replaced.

- 1.37 Condition 1.36 shall not apply to a mortgage, charge or other transaction entered into for the purpose of securing borrowings of the Licensee, being borrowings for the purposes of establishing, operating or maintaining the Licensee's Network or providing the Carriage Services or the provision of anything incidental to the Network or the Carriage Services.

NOTICES

- 1.38 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.
- 1.39 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.

**Annex B – Conditions of a Class Spectrum Licence
Requiring Registration**

DATED

200[9]

**DRAFT CLASS SPECTRUM LICENCE REQUIRING
REGISTRATION (the “Licence”)**

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1. DEFINITIONS

1.1 In this Licence, except in so far as the context otherwise requires:

“Communication” means a communication for transmission by a Network;

“Communications Act” means the Communications Act 2009;

“Condition” means a condition in this Licence;

“Equipment” includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);

“Harmful Interference” means any Interference which has, is, or, in the reasonable opinion of URCA, is likely imminently to: (a) cause loss or damage to any person; (b) impair the normal operation of any Network; (c) corrupt any message conveyed by any such system, to a material extent; (d) endanger the functioning of a radionavigation service or of other safety services; or (e) seriously degrade, obstruct or repeatedly interrupt a Radiocommunications service operating in accordance with the terms of the relevant Spectrum Licence or other Regulatory And Other Measures;

“Interference” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;

“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be an International Standards Body;

“Licensed Radio Spectrum” means the radio spectrum licensed for use by the Licensee under Condition 3;

“Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Radiocommunications Equipment” means any Equipment designed or used for Radiocommunications;

“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft;

“Technical Conditions” means the technical conditions that apply to the use of the whole or any part of the Licensed Radio Spectrum, in terms of radiated power limits, technical standard, modulation techniques or other characteristics established by URCA;

“UAT Act” means the Utilities Appeal Tribunal Act; and

“URCA Act” means the Utilities Regulation and Competition Authority Act 2009.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act, and otherwise
- (c) the URCA Act, and otherwise
- (d) the UAT Act;

1.2.2 for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;

1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the Licence, as modified from time to time in accordance with this Licence and the Communications Act;

1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;

1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;

1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;

1.2.8 use of the word “include” or “including” is to be construed as being without limitation;

- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

2 DURATION

- 2.1 Licensees are granted this Licence from the earlier of the following:
 - 2.1.1 the date that they are added by URCA to the Register;
 - 2.1.2 the date that they are deemed to be added to the Register under section 23(4) of the Communications Act.
- 2.2 This Licence shall continue in force in respect of each Licensee until the earlier of the following events:
 - 2.2.1 the Licensee is removed from the Register by URCA;
 - 2.2.2 the Licence is revoked pursuant to section 27 of the Communications Act.

3 SCOPE OF THE LICENCE

- 3.1 The Licensee shall be permitted, subject to the provisions of this Licence and the Technical Conditions, to use such radio spectrum set out in the Appendix, as may be amended from time to time, for which they are registered by URCA (the "Licensed Radio Spectrum") in the Commonwealth of The Bahamas.
- 3.2 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of the Licence, any schedules to the Licence, any Regulatory And Other Measures and the provisions of the Communications Act

4 PAYMENT OF LICENCE FEE

- 4.1 The Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act, in the manner notified by URCA:
 - 4.1.1 any URCA Fees;
 - 4.1.2 the spectrum fees payable pursuant to section 93 of the Communications Act;
 - 4.1.3 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

5 USE OF RADIO SPECTRUM

- 5.1 The Licensee shall take all necessary steps to ensure that the use of the Licensed Radio Spectrum is safe and does not cause Harmful Interference to the other existing Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.
- 5.2 The Licensee shall take all appropriate measures to ensure that its Radiocommunications Equipment are adequately protected from interference that may be caused by Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.
- 5.3 The Licensee shall take all necessary steps to comply with any relevant Technical Conditions, including those established in URCA's guidelines, and compulsory standards and specifications published by International Standards Bodies relating to the use of the Assigned Radio Spectrum. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 5.4 The Licensee shall cooperate with URCA for the purposes of assisting URCA in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to URCA, and the reduction of emission levels of Radiocommunications Stations.
- 5.5 Subject to this Condition, the use of any part of the Licensed Radio Spectrum for the purposes of managing Harmful Interference (including the provisioning for a guard band(s)) shall be at the discretion of the Licensee.
- 5.6 Where the Licensee's Radiocommunications Station or Radiocommunications Equipment causes the emission of Harmful Interference or directly causes any other Radiocommunications Station or Radiocommunications Equipment to emit Harmful Interference, the Licensee shall promptly take such reasonably practicable steps as URCA may direct to remove the source of such Harmful Interference or to mitigate its effect.
- 5.7 In making any direction under Condition 5.6, URCA shall consult the Licensee and any other person it considers may be affected by the direction in such manner and for such period as it considers appropriate, having regard in particular to the urgency of the matter.
- 5.8 The Licensee shall investigate, immediately upon being notified in writing from URCA, any complaint alleging that Harmful Interference has been, is being or is about to be emitted by its Radiocommunications Station or Radiocommunications Equipment.
- 5.9 The Licensee shall furnish to URCA, in such manner and at such times as URCA may reasonably request, all information about any investigation carried out pursuant to Condition 5.8 including, without limitation, any and all steps taken by the Licensee to comply with any guidance given by URCA in respect of the application of this Condition.

- 5.10 Unless expressly permitted in the Appendix, the Licensee shall not do any of the following:
- 5.10.1 use or intentionally allow the use of its Licensed Radio Spectrum for the provision of any Mobile Speech Communications Service.
 - 5.10.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Services.

6 RADIOCOMMUNICATIONS EQUIPMENT

- 6.1 The Licensee shall comply with any relevant compulsory standards and specifications published by International Standards Bodies for emissions, non-ionising radiation safety and electromagnetic compatibility in connection with any of its Radiocommunications Equipment. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 6.2 In the absence of such standards, specifications or recommendations referred to in Conditions 6.1, the Licensee shall take full account of any other standard specified by URCA, provided that URCA shall not specify such a standard if an appropriate international standard is expected to be promulgated within a reasonable time.
- 6.3 The Licensee shall ensure that the Radiocommunications Equipment that are operated within the Licensed Radio Spectrum are not used for unlawful purposes or misused in any way.
- 6.4 The Licensee shall ensure that all persons using its Radiocommunications Equipment are made aware of the relevant terms of this License together with any other relevant license and comply with such terms.

7 CONFIDENTIALITY OF COMMUNICATIONS

If the Licensee receives a message through the course of its operations which is not addressed to the Licensee, it shall not make known its contents, its origin or its destination, its existence or the fact of its receipt to any person other than the addressee or URCA or a competent legal tribunal and shall not reproduce in writing, copy or make any use of such message or allow the same to be reproduced in writing, copied or made use of.

8 CHANGE IN CONTROL

- 8.1 The Licensee shall obtain URCA's approval of any change in control of the Licensee prior to the change in control occurring.
- 8.2 Without limiting URCA's ability and duty to apply the merger control provisions in section 70 to 78 of the Communications Act, URCA may object to a change in control if in URCA's view the acquirer would not meet any of the criteria set by URCA pursuant to section 23 of the Communications Act.

9 RADIO SPECTRUM TRADING AND SHARING

- 9.1 The Licensee shall not, except with the prior written approval of URCA or in accordance with rules or regulations published under section 38 of the Communications Act, assign, transfer, trade, sell or otherwise dispose of the whole or any part of the rights, privileges, duties or obligations under this Licence to any person or persons.
- 9.2 The Licensee shall not, except with the prior written approval of URCA, authorise any person or persons to operate a Radiocommunications Station or Network within the Licensed Radio Spectrum.

10 BREACH OF LICENCE

If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against the Licensee.

11 REVOCATION AND MODIFICATION

- 11.1 URCA may deregister a Licensee or revoke or modify this Licence or the Conditions applicable to any specified Licensee or Licensees in accordance with the procedures set out in section 27 of the Communications Act.
- 11.2 URCA may determine any spectrum to be vacated in accordance with sections 36 and 37 of the Communications Act.
- 11.3 URCA may amend the Appendix:
- 11.3.1 with immediate effect, subject to the Licensee's consent; or
 - 11.3.2 pursuant to a determination issued under section 99 of the Communications Act.

12 NOTICES

- 12.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.
- 12.2 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.

APPENDIX
Licensed Radio Spectrum

The Licensed Radio Spectrum means, unless otherwise specified below, the radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits specified in the tables below for which the Licensee is registered by URCA.

Table A: Very Small Aperture Terminal (VSAT)

Band	Frequency (GHz)		Power Limits
	Transmit	Receive	
C Band	5.8-6.4	3.6-4.2	a) +40 dBW in any 4 kHz band for $\theta \leq 0$ degrees b) +40 + 3 θ dBW in any 4 kHz band for $0 < \theta \leq 5$ degrees c) For angles of elevation of the horizon greater than 5 degrees there are no power limitations
Ku Band	14.0-14.5	10.9-12.7	a) +40 dBW in any 4 kHz band for $\theta \leq 0$ degrees b) +40 + 3 θ dBW in any 4 kHz band for $0 < \theta \leq 5$ degrees c) For angles of elevation of the horizon greater than 5 degrees there are no power limitations
Ka Band	25	30	a) +64 dBW in any 1 MHz band for $\theta \leq 0$ degree b) +64 + 3 θ dBW in any 1 MHz for $0 < \theta \leq 5$ degree c) For angles of elevation of the horizon greater than 5o there are no power limitations

Table B: Amateur Radio

Fundamental Frequencies (MHz)	
Lower Band	Upper Band
1.8	2
3.5	4
5.33	5.406
7	7.3
10.1	10.15
14	14.35
18.068	18.168
21	21.45
24.89	24.99
28	29.7
5	54
144	148
219	225
420	450
902	928
1240	1300
2300	2310
2390	2450
3300	3500
5650	5925
10000	10500
24000	24250
47000	47200
76000	81000
122250	123000
134000	141000

241000	250000
All above 275000	

Table C: Marine (with GMDSS equipment)

Frequency	
Digital Selective Calling	Voice
2187.5	2182
4207.5	4125
6312	6215
8414.5	8291
12577	12290
16804.5	16420

Annex C – Conditions of a Class Operating Licence Not Requiring Registration

DATED

200[9]

**DRAFT CLASS OPERATING LICENCE NOT
REQUIRING REGISTRATION (the “Licence”)**

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DEFINITIONS AND INTERPRETATION

1.1 In this Licence, except in so far as the context otherwise requires:

“Condition” means a condition in this Licence;

“Free Broadcast Service” means Broadcasting that is intended for reception in an unencrypted, intelligible form and free of charge;

“Licensee” means the person granted this Licence under Conditions 1.3 and 1.4; and

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act;

1.2.2 for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;

1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the Licence, as modified from time to time in accordance with this Licence and the Communications Act;

1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;

1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;

1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;

1.2.8 use of the word “include” or “including” is to be construed as being without limitation;

- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

GRANT OF THE LICENCE

- 1.3 Any person establishing, maintaining and operating a network or providing a carriage service is granted this Licence to undertake the activities set out in Conditions 1.5 and 1.6, provided that such person is not:
 - 1.3.1 a licensee under an Individual Operating Licence, whether as a Named Licensee or a Subsidiary Undertaking notified to URCA under section 21(1) of the Communications Act, or is entitled to be a Licensee under an Individual Operating Licence; or
 - 1.3.2 registered as a licensee under a class operating licence granted by URCA pursuant to section 19(3) of the Communications Act.
- 1.4 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of this Licence, Regulatory And Other Measures and the provisions of the Communications Act.

SCOPE OF THE LICENCE

- 1.5 URCA grants to the Licensee a right to provide Carriage Services and to establish, maintain and operate one or more Networks, within, into, from and through The Bahamas to the extent that the Carriage Services and Networks are:
 - 1.5.1 a Free Broadcast Service; or
 - 1.5.2 are for the Licensee's own use and:
 - (a) are not for commercial gain; and
 - (c) do not require Interconnection to a Public Network,provided that the maintenance, establishment and operation of the Network or provision of the Carriage Service is for the purpose of a Free Broadcast Service
- 1.6 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee's rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.

BREACH OF LICENCE

- 1.7 If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against the Licensee.

REVOCATION AND MODIFICATION

- 1.8 URCA may revoke or modify this Licence in accordance with the procedures set out in section 27 of the Communications Act.

Annex D – Conditions of a Class Spectrum Licence Not Requiring Registration

**DRAFT CLASS SPECTRUM LICENCE NOT
REQUIRING REGISTRATION (the “Licence”)**

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1 DEFINITIONS

1.1 In this Licence, except in so far as the context otherwise requires:

“Communication” means a communication for transmission by a Network;

“Communications Act” means the Communications Act 2009;

“Condition” means a condition in this Licence;

“Equipment” includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);

“Harmful Interference” means any Interference which has, is, or, in the reasonable opinion of URCA, is likely imminently to: (a) cause loss or damage to any person; (b) impair the normal operation of any Network; (c) corrupt any message conveyed by any such system, to a material extent; (d) endanger the functioning of a radionavigation service or of other safety services; or (e) seriously degrade, obstruct or repeatedly interrupt a Radiocommunications service operating in accordance with the terms of the relevant Spectrum Licence or other Regulatory And Other Measures;

“Interference” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;

“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be an International Standards Body;

“Licensed Radio Spectrum” means the radio spectrum licensed for use by the Licensee under Condition 3;

“Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Radiocommunications Equipment” means any Equipment designed or used for Radiocommunications;

“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft;

“Technical Conditions” means the technical conditions that apply to the use of the whole or any part of the Licensed Radio Spectrum, in terms of radiated power limits, technical standard, modulation techniques or other characteristics established by URCA;

“URCA Act” means the Utilities Regulation and Competition Authority Act 2009.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act, and otherwise
- (c) the URCA Act.

1.2.2 for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;

1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the Licence, as modified from time to time in accordance with this Licence and the Communications Act;

1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;

1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;

1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;

1.2.8 use of the word “include” or “including” is to be construed as being without limitation;

1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;

1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and

1.2.11 reference to persons shall include firms or companies.

2 SCOPE OF THE LICENCE

2.1 The Licensee shall be permitted, subject to the provisions of this Licence and the Technical Conditions, to use such radio spectrum set out in the Appendix, as may be amended from time to time (the “Licensed Radio Spectrum”) in the Commonwealth of The Bahamas.

2.2 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of the Licence, any schedules to the Licence, any Regulatory And Other Measures and the provisions of the Communications Act

3 USE OF RADIO SPECTRUM

3.1 The Licensee shall take all necessary steps to ensure that the use of the Licensed Radio Spectrum is safe and does not cause Harmful Interference to the other existing Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.

3.2 The Licensee shall take all appropriate measures to ensure that its Radiocommunications Equipment are adequately protected from interference that may be caused by Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.

3.3 The Licensee shall take all necessary steps to comply with any relevant Technical Conditions, including those established in URCA’s guidelines, and compulsory standards and specifications published by International Standards Bodies relating to the use of the Assigned Radio Spectrum. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.

3.4 The Licensee shall cooperate with URCA for the purposes of assisting URCA in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to URCA, and the reduction of emission levels of Radiocommunications Stations.

3.5 Where the Licensee’s Radiocommunications Station or Radiocommunications Equipment causes the emission of Harmful Interference or directly causes any other Radiocommunications Station or Radiocommunications Equipment to emit Harmful Interference, the Licensee shall promptly take such reasonably practicable steps as URCA may direct to remove the source of such Harmful Interference or to mitigate its effect.

- 3.6 The Licensee shall investigate, immediately upon being notified in writing from URCA, any complaint alleging that Harmful Interference has been, is being or is about to be emitted by its Radiocommunications Station or Radiocommunications Equipment.
- 3.7 The Licensee shall furnish to URCA, in such manner and at such times as URCA may reasonably request, all information about any investigation carried out pursuant to Condition 3.6 including, without limitation, any and all steps taken by the Licensee to comply with any guidance given by URCA in respect of the application of this Condition.
- 3.8 The Licensee shall not do any of the following:
- 3.8.1 use or intentionally allow the use of its Licensed Radio Spectrum for the provision of any Mobile Speech Communications Service.
 - 3.8.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Services.

4 RADIOCOMMUNICATIONS EQUIPMENT

- 4.1 The Licensee shall comply with any relevant compulsory standards and specifications published by International Standards Bodies for emissions, non-ionising radiation safety and electromagnetic compatibility in connection with any of its Radiocommunications Equipment. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 4.2 In the absence of such standards, specifications or recommendations referred to in Conditions 4.1, the Licensee shall take full account of any other standard specified by URCA, provided that URCA shall not specify such a standard if an appropriate international standard is expected to be promulgated within a reasonable time.
- 4.3 The Licensee shall ensure that the Radiocommunications Equipment that are operated within the Licensed Radio Spectrum are not used for unlawful purposes or misused in any way.
- 4.4 The Licensee shall ensure that all persons using its Radiocommunications Equipment are made aware of the relevant terms of this License together with any other relevant license and comply with such terms.

5 CONFIDENTIALITY OF COMMUNICATIONS

If the Licensee receives a message through the course of its operations which is not addressed to the Licensee, it shall not make known its contents, its origin or its destination, its existence or the fact of its receipt to any person other than the addressee or URCA or a competent legal tribunal and shall not reproduce in writing, copy or make any use of such message or allow the same to be reproduced in writing, copied or made use of.

6 BREACH OF LICENCE

If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against the Licensee.

7 REVOCATION AND MODIFICATION

- 7.1 URCA may revoke or modify this Licence in accordance with the procedures set out in section 27 of the Communications Act.
- 7.2 URCA may determine any spectrum to be vacated in accordance with sections 36 and 37 of the Communications Act.

Appendix

Licensed Radio Spectrum

The Licensed Radio Spectrum means, unless otherwise specified below, the radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits specified in the table below.

Table A: Aircraft – Ground to air and air to ground communication

Frequency (MHz)	
KHz TX/RX	MHz RX/TX
5 085	5 085
4 4443	4 4443

Table B: Aircraft Based

Frequency (MHz)	
Lower	Upper
108	117.975
118	135
127	136

Table C: Marine (without GMDSS)

HF/VHF	Frequency (MHz)	
	Transmit	Receive
HF	4.146 – 4.417	4.146 – 4.417

HF	6.224 – 6.516	6.224 – 6.516
HF	8.294 – 8.297	8.294 – 8.297
HF	12.353 – 12.365	12.353 – 12.365
HF	16.528 – 16.543	16.528 – 16.543
HF	18.825 – 18.840	18.825 – 18.840
HF	22.159 – 22.174	22.159 – 22.174
HF	25.100 – 25.115	25.100 – 25.115
VHF	156.050 – 157.425	156.050 – 162.525

Annex E – Draft Operating Exemption

DRAFT OPERATING EXEMPTION (the “Exemption”)

DEFINITIONS AND INTERPRETATION

1.1 In this Exemption, except in so far as the context otherwise requires:

“Communications Act” means the Communications Act 2009; and

“Public Service” means any Carriage Service that is provided so as to be available for use by members of the public; and

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz

1.2 For the purpose of interpreting this Exemption:

(a) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Exemption, and otherwise the Communications Act;

(a) for ease of reference, in this Exemption terms defined in the Communications Act have been capitalised;

(c) subject to section 1,2(a), where there is any conflict between the provisions of this Exemption and the Communications Act, the provisions of the Communications Act shall prevail;

(d) headings and titles used in this Exemption are for reference only and shall not affect its interpretation or construction; and

(e) references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same.

EXEMPTION

1.3 Persons are exempt from the requirement of a licence under section 16(1) of the Communications Act to the extent that they meet the criteria in either condition 1.5 or 1.6.

1.4 Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of a Network, the provision of a Carriage Service, including obtaining any licences required under the Communications Act for the use of Radiocommunications.

SELF PROVISION

1.5 A person that maintains, establishes or operates a Network or provides a Carriage Service for his own use that is:

(a) not for commercial gain; and

(b) does not require Interconnection to a Public Network

provided that the maintenance, establishment or operation of a Network or provision of a Carriage Service is not such person's principal business.

CLOSED USER GROUP

- 1.6 Persons that maintain, establish and operate a Network or provide a Carriage Service that does not require interconnection to a Public Network, provided that:
- (a) together those persons are a group with a common business, or other economic, or social interest other than the maintenance, provision and operation of the Network or provision of the Electronic Communications Services; and
 - (b) those persons use such Network or Carriage Services to communicate with each other by mutual agreement and exclude others from using the Network or Carriage Services; and
 - (b) that the maintenance, establishment or operation of a Network or provision of a Carriage Service is not such persons' principal business.

Annex F – Draft Spectrum Exemption

DRAFT SPECTRUM EXEMPTION (the “Exemption”)

DEFINITIONS AND INTERPRETATION

1.1 In this Exemption, except in so far as the context otherwise requires:

“CFR” means the Code of Federal Regulations issued and maintained by the FCC;

“Communications Act” means the Communications Act 2009;

“FCC” means the Federal Communications Commission of the United States of America;

“Low Power Device” has the meaning in section 0.

1.2 For the purpose of interpreting this Exemption:

(a) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Exemption, and otherwise the Communications Act;

(b) for ease of reference, in this Exemption terms defined in the Communications Act have been capitalised;

(c) subject to section 1.2(a), where there is any conflict between the provisions of this Exemption and the Communications Act, the provisions of the Communications Act shall prevail;

(d) headings and titles used in this Exemption are for reference only and shall not affect its interpretation or construction; and

(e) references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same.

EXEMPTION

1.3 Persons are exempt from the requirement of a licence for the use of radio spectrum under section 16(1) of the Communications Act for Low Power Devices.

1.4 Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of a Network, the provision of a Carriage Service.

LOW POWER DEVICES

1.5 Low Power Devices are devices capable of radio transmission that:

(a) have been tested and approved by the FCC; and

(b) meet the specifications set out in Part 15 of Title 47 of the CFR as may be amended from time to time; and

(c) have a FCC identification label indicating that the device is authorised by the FCC and a compliance label indicating that the device is authorised under Part 15 of Title 47 of the CFR; and

(d) are only capable of low power radiation; and

(e) are only capable of transmitting signals over short distances

provided that it is not an excluded device specified by URCA on its website or in any Regulatory And Other Measure.

1.6 Low Power Devices use radio spectrum on a secondary basis, meaning that they use shared spectrum without causing harmful interference to other users of radio spectrum.