

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

DATED

200[9]

**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
 - (b) 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.