

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

DATED

200[9]

**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