



## **FINAL DETERMINATION ON:**

**Modifications and Variations to the Electronic Communications Sector Individual Licences, Class Licences and Exemptions**

**ECS 74/2024**

Published Date – 15 October 2024

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# 1 Introduction

URCA issued its Preliminary Determination on the “Modifications and Variations to the Electronic Communications Sector Individual Licences, Class Licences and Exemptions” Consultation Document – ECS 72/2024 (“the Preliminary Determination”) on 20 August 2024. The period for submission of responses closed on 20 September 2024 (“the Response Date”) and URCA is now pleased to publish a summary of responses to the consultation, its analysis of and comments on the responses, and its Final Determination. The full text of the responses received to the consultation can be found on the URCA website at [www.urbahamas.bs](http://www.urbahamas.bs).

The Preliminary Determination consultation document set out the proposed revised terms and conditions for individual and class licences and the revised criteria for licence exemptions. The Preliminary Determination also provided the formal mechanism through which interested parties, stakeholders and the general public (“the Respondents”) were able to make representations and objections to the subject matter contained therein.

URCA recognises the importance of an open and transparent consultation process. URCA is therefore satisfied that it has complied with its statutory duty under section 100 of the Communications Act, 2009 to afford all persons having interest in the subject matter of the Preliminary Determination a reasonable opportunity to make such representations and objections.

The final revised terms and conditions for the various individual and class licences, and the criteria for licence exemptions will remain in force until such time as they are repealed and replaced by a subsequent Final Determination issued by URCA or pursuant to the Comms Act.

URCA re-emphasises that this Final Determination, the revised terms and conditions for the various individual and class licences, and the criteria for licence exemptions should be read in conjunction with the Comms Act and the ECS Licensing Guidelines published by URCA on its website.

For clarity purposes and ease of reference, the Annexes to this Final Determination largely reproduce and incorporate the revised terms and conditions for the individual and class licences and the criteria for licence exemptions as contained in the Preliminary Determination, having regard to the representations that URCA received from the Respondents to this consultation process.

## 1.1 Objectives of this Final Determination

The objectives of this Final Determination are:

- To summarise the representations and objections received in response to the Preliminary Determination by all persons having interest in the subject matter therein;
- To provide URCA's analysis of and comments on the representations and objections received in response to the Preliminary Determination from persons having interest in the subject matter therein;
- To provide URCA's reasons and reasoning behind the Final Determination in sufficient detail to enable it to be understood and the reasons for it to be known; and
- To set out the finalised text of the revised terms and conditions for the ECS individual and class licences and licence exemptions criteria.

## 1.2 Overview

The level of participation in this Preliminary Determination consultation process was significantly below what URCA anticipated, despite URCA's best efforts to give advanced notice regarding its intent to conduct a consultation on the proposed modifications and variations to the ECS licences and exemptions, and having provided interested parties reasonable opportunity to submit representations on the matters under consultation.

URCA received submissions from the following Respondents to the Preliminary Determination and thanks all Respondents for their participation in the consultation process:

- Bahamas Telecommunications Company Limited ("BTC");
- Cable Bahamas Limited/Be Aliv Limited ("the CBL Group") and
- Global Satellite Operators Association ("GSOA").

URCA has carefully considered the responses to the Preliminary Determination and where it has decided to pursue its original intent as expressed in the Preliminary Determination, this is because URCA is not persuaded by the response(s) received and believes that its Final Determination is best for the ECS in The Bahamas.

While this Determination is final, URCA encourages feedback continued from stakeholders, Licensees and the public on the licensing regime, which may be used to inform URCA's decisions on future regulatory and other measures.

### **1.3 Structure of the Remainder of the Document**

The structure of the remainder of this document is as follows:

- Section 2: *Responses to the Preliminary Determination and URCA's Comments* – sets out the summary of stakeholder responses received to the Preliminary Determination and URCA's analysis of and comments on such responses.
- Section 3: *Final Determination* – sets out URCA's Final Determination, and its reasons and reasoning for the Final Determination.
- Section 4: *Conclusion and Next Steps* – sets out URCA's conclusion of this consultation process and the next steps to be taken by URCA following this consultation to implement the revised licences and exemptions.
- Section 5: *Annexes* – sets out the final version of the Revised Electronic Communications Sector (ECS) Licences and Exemptions.

## **2 Responses to the Preliminary Determination and URCA's Comments**

This Section sets out the summary of responses received to the Preliminary Determination and URCA's analysis of and comments on such responses.

### **2.1 General Comments**

#### **BTC's Comments**

BTC had two significant concerns with the Preliminary Determination. The first related to what BTC considered to be the late timing of the issuance of the Preliminary Determination. It noted that its licence expires in a matter of weeks and BTC applied for its renewal a year ago, to which URCA indicated that it was planning to review existing licences to ensure they properly reflected current circumstances along with sector developments over the last fifteen (15) years since BTC's licence was issued. BTC is of the view that the Preliminary Determination was left until the last hour and affords parties little time to review the proposed Revised Licences to provide properly considered comments on the proposed changes or to provide parties adequate time to offer proposed changes of their own.

Secondly, BTC noted that over the last fifteen (15) years, URCA has issued numerous new regulations, regulatory decisions, rules and guidelines for the electronic communications sector (ECS). BTC said that while it appreciates that some effort was made to avoid unnecessary duplication in the proposed Revised Licences, significant duplications remain. BTC believes that such duplication creates potential ambiguities and inconsistencies, and had hoped that the Revised Licences would have been significantly streamlined to avoid such unnecessary and confusing duplication. BTC bemoaned that the late timing of and short consultation period for the Preliminary Determination did not provide parties with sufficient time to provide detailed proposed edits to eliminate unnecessary duplicative provisions. BTC considered that it is important that URCA carefully re-examine its proposed Revised Licences before they are finalized to better ensure the elimination of all unnecessary duplication and paraphrasing.

BTC believes that where URCA decides not to re-examine its proposed Revised IOL to eliminate unnecessary duplication, BTC proposed that the final Revised Licence include a clear statement indicating that where any provision in a Revised Licence is inconsistent with an existing regulation, decision, rule or guideline established by URCA, the latter shall take precedence over the Revised Licence.

BTC said that it does not have the same degree of concern with the proposed Revised Individual Spectrum Licence (ISL). However, BTC proposed the same general provision should be added to clearly indicate that in the event of any inconsistencies between the Revised ISL and existing regulations, decisions, rules or guidelines the latter shall take precedence.

## **The CBL Group's Comments**

The CBL Group noted that it was constrained to express its disappointment at the manner in which the Preliminary Determination unfolded. It said that the month of August is traditionally recognized as a vacation month in the telecommunications industry thereby creating a strain on available resources to initiate immediate activity to review the contents of the Preliminary Determination, including the revised licences in a measured approach. The CBL Group believes that the extreme lateness of the Preliminary Determination document is unfair to Licensees and the elimination of any opportunity for a time extension is not in keeping with established practice.

The CBL Group stated for the record that Licensees are expected to be efficient and respond promptly to URCA's requests and it does not see an equal obligation on the part of URCA concerning the timing of the Preliminary Determination. The CBL Group said that it fully appreciates that after fifteen (15) years, given the significant evolution of the telecommunications industry during this period, that there is an essential need to bring the licences into the new era of telecommunications and its eco-system in order to be current with new technology, standards and practices. The CBL Group expressed that it has been eagerly awaiting the issuance of the Preliminary Determination on licence renewals since January 2024.

The Group expressed further concern that in the rush to complete the Preliminary Determination and to issue a Final Decision prior to the 11 October expiration date specifically of licenses issued in 2009 to the two major IOLs, URCA will not be able to sufficiently consider any consequential and significant contributions submitted by the major Licensees to the Preliminary Determination. The CBL Group considers that the 20 September deadline for Responses leaves only twenty (20) clear days (inclusive of two weekends) for the entire review of Responses and the writing of a Final Decision incorporating necessary additional revisions coming out of the Responses.

## **GSOA's Comments**

GSOA welcomed the opportunity to provide input on URCA's public consultation regarding the renewal and modification of ECS licenses in The Bahamas. As a collective voice representing global satellite operators, GSOA believes that the consultation raised several critical issues for the satellite industry.

GSOA believes that URCA's consultation provided an important opportunity for the satellite industry to shape the regulatory framework governing satellite services in The Bahamas. It encouraged URCA to take a proactive role in advocating for regulatory clarity, the protection of satellite spectrum, and policies that promote investment in innovative satellite services long-term with legal certainty. GSOA considers that these steps will ensure that satellite operators can continue to provide essential connectivity and support key sectors in The Bahamas.

## URCA's Response to Comments Received

URCA notes the responses by BTC and the CBL Group regarding the timing for the issuance of the Preliminary Determination and the period allocated for responses to be submitted. URCA strongly disagrees with the context of the comments and assures BTC and the CBL Group that this project was neither “*left for the last hour*” or insensitive to the vacation practices of the industry. While URCA concedes that it committed in its 2024 Annual Plan to complete this project during T2-2024, URCA advises that any perceived or actual delay was consequential to two key factors: (i) the very comprehensive internal review process undertaken by URCA of all the ECS licences and exemptions conditions in juxtaposition to the relevant regulatory and other measures issued by URCA since 2009, to ensure that any proposed modifications and variations to the conditions reflect the developments and current circumstances in the ECS; and (ii) the development of an entirely new legal and regulatory framework for the Natural Gas Sector (NGS) for The Bahamas, under stringent circumstances and timelines (which is currently ongoing). To further advise, the NGS legal and regulatory framework required URCA to become actively involved in the development of and public consultation on entirely new NGS laws and regulations, codes, standards, licences, licence applications forms, and fee structure methodology. The development of the NGS legal and regulatory framework was unforeseen and could not have been contemplated in URCA's 2024 Annual Planning because it was a Government initiated and driven project, which became a significant intervening factor that required URCA to divert its limited resources from certain planned 2024 projects (including the Review of the ECS Licences and Exemptions).

URCA was also careful to ensure that it afforded respondents the statutory timeline of not less than thirty (30) calendar days to respond to its Preliminary Determination which, having regard to the nature and scope of the matters contained therein, URCA considered was a reasonable period for interested parties to provide representations, particularly BTC and the CBL Group as key ECS Licensees. URCA is of the view that the substratum of the concerns expressed by BTC and CBL in this regard, is that the timeline for responses to the instant Preliminary Determination did not permit URCA to accede to a request for extension of time from interested parties to provide responses. URCA has noted a consistent pattern and developing trend by key Licensees regarding requests for extension of time to respond to public consultations issued by URCA. Such requests have become untenable and have directly contributed to inordinate delays in the completion of projects set out in URCA's Annual Plan.

It important to note that in URCA's published Annual Plans for 2023 and 2024, URCA, *inter alia*, notified the public and all ECS Licensees of its intent to conduct a review of the ECS Licences. URCA also stated in its 2009 Final Determination ECS 24/2009 in relation to ECS Licences that, while that Determination was final, URCA encouraged continued feedback from stakeholders, licensees and the public on the licensing regime, **which may be used to inform URCA's decisions on future consultations and regulatory and other measures**. URCA particularly notes that BTC and CBL had approximately fifteen (15) years of practical experience with their respective ECS licences, and it was open to both Licensees to review the licences in advance of URCA's consultation process and submit proposed amendments and/or revisions for URCA's

consideration. However, BTC and CBL appears to have taken a “do nothing” or reactive approach, at best, to the review of their ECS licences.

URCA notes BTC’s proposal that the final revised ECS Licences include a clear statement indicating that where any provision in a Revised Licence is inconsistent with an existing regulation, decision, rule or guideline established by URCA, the latter shall take precedence over the Revised Licence. URCA advises that it is amenable to including such a condition in the relevant ECS licences.

URCA disagrees with the CBL Group that “*in the rush to complete the Preliminary Determination and to issue a Final Decision*”, URCA will not be able to sufficiently consider any consequential and significant contributions submitted by the major Licensees to the Preliminary Determination. URCA assures the CBL Group that URCA has complied with the statutory requirement to consider any representations or objections received in connection with the Preliminary Determination. URCA believes that it may have been helpful if the CBL Group had identified “any consequential and significant contributions” contained in its responses that may have warranted consideration by URCA beyond the timeline allotted for review of responses. Having considered the nature and scope of the responses from all Respondents, and particularly those from CBL Group, URCA considers that it has allotted sufficient time for the review of responses and the writing of a Final Determination incorporating necessary additional revisions consequential to such responses.

URCA considers that the substantive comments submitted by GSOA were mainly focused on issues in relation to satellite-based services under class spectrum licensing. URCA further considers the representations by this Respondent to be insightful but may be more germane to issues that are likely to arise during URCA’s public consultation process in relation to the development of the regulatory framework specific to satellite-based services in The Bahamas. URCA signals that that consultation process is scheduled to commence during November 2024 and encourages GSOA to fully participate in terms of submitting responses to URCA for consideration on the issues set out therein. URCA again thanks GSOA for its participation in this consultation process.

## **2.2 Preliminary Determination Questions and Responses**

In addition to seeking general comments and/or views on the matters contained in the Preliminary Determination, URCA also sought responses on six (6) specific questions. URCA now sets out below a summary of the responses by the Respondents to each question and provides its analysis of and comments on the responses thereto.

**Question 1: Do you agree with URCA’s proposed approach to the renewal of an IOL consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

### **BTC’s Comments**

BTC stated that it supported the establishment of a Revised IOL with consistent conditions for all

licensees and believes that the Revised IOL should properly reflect ECS developments over the last fifteen (15) years, including technological and market developments as well as the many regulations, decisions, rules or guidelines established by URCA. BTC noted that its existing IOL is imminently subject to renewal and that the Revised IOL would replace BTC's existing IOL just as it expires. BTC is concerned that should URCA not issue a decision on the Revised IOL prior to the expiry date of BTC's existing IOL, BTC expects that its existing IOL will remain in effect until the decision is issued along with the final version of the Revised IOL.

BTC considers that for other existing IOLs that are not due to expire this year, URCA's proposed Revised IOL process is not fair or reasonable and that the proposed process would amount to URCA unilaterally altering the terms and conditions of existing IOLs prematurely, seemingly breaching the rights of the holders of the other IOLs. BTC was unclear why existing IOLs could not remain in effect until their scheduled expiry.

### **The CBL Group's Comments**

The CBL Group stated that it had no objection to URCA's proposed approach to the renewal of an IOL following the completion of this consultation process. However, as a caveat, the CBL Group took issue with and strenuously objected to URCA's italicized statement that it will not issue a revised IOL to any Licensee that has outstanding licence fees in the absence of any proviso.

The CBL Group reserved its position on URCA's question to a more substantial response below at question #6.

### **GSOA's Comments**

The GSOA provided no substantive response to the specific question.

### **URCA's Response to Comments Received**

URCA notes BTC's concern anent the expiration of its IOL and advises BTC that, subject to completion of this consultation process, URCA is unaware of any factors that will militate against URCA being able to issue BTC a revised IOL and ISL on or before the expiry date of BTC's existing licences. This would therefore vitiate the requirement for BTC's existing ECS licences to remain in effect beyond the expiry date.

URCA further notes BTC's position that URCA's proposed Revised IOL process is not fair or reasonable and that the proposed process would amount to URCA unilaterally altering the terms and conditions of existing IOLs prematurely, seemingly breaching the rights of the holders' of the other IOLs. URCA disagrees with BTC's reasoning and clarifies that, pursuant to Section 27(1) of the Comms Act, URCA may **on its own motion** (emphasis added) modify or vary the condition of a licence if it is, inter alia, necessary to comply with or conform to the laws of The Bahamas. Section 20(4) of the Comms Act clearly requires that the conditions of individual licences that relate to the same or similar networks or carriage services must not discriminate between licensees. The "altering" (i.e., modification or variation) of terms and conditions of a licence is

considered a regulatory measure of public significance under Section 13(1) of the Comms Act, which requires URCA to firstly consult persons with sufficient interest before doing so. This was precisely one of the key objectives of the Preliminary Determination. It therefore stands to reason that URCA is required to comply with Section 20(4) of the Comms Act by adopting the approach set out and proposed in the Preliminary Determination.

URCA notes the CBL Group's objection to URCA's statement that it will not issue a revised IOL to any Licensee that has outstanding licence fees in the absence of any proviso. URCA clarifies that any decision by URCA to not issue a revised licence to a Licensee will have regard to due process and will be in accordance with the procedural requirements established under the Comms Act. However, URCA advises that pursuant to Section 27(1)(c) of the Comms Act, URCA may by determination on its own motion revoke a licence granted to a licensee where the licensee has repeatedly contravened or failed to cure a material contravention of the Comms Act or any condition of its licence. URCA considers this provision may apply in relation to Licensees who have repeatedly failed and/or refuse to comply with the obligation to pay licence fees. URCA will examine each matter on a case-by-case basis and take the appropriate regulatory action where necessary, including a determination not to issue a revised licence to such delinquent Licensees.

**Question 2: Do you agree with URCA's proposed approach to the renewal of an ISL consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

### **BTC's Comments**

BTC stated that its views on this question are the same as those provided in response to Question 1.

### **The CBL Group's Comments**

The CBL Group stated that it had no objection to URCA's proposed approach to the renewal of an ISL following the completion of this consultation process. However, as a caveat, the CBL Group took issue with and strenuously objected to URCA's italicized statement that it will not issue a revised ISL to any Licensee that has outstanding licence fees in the absence of any proviso.

The CBL Group reserved its position on URCA's question to a more substantial response below at question #6.

### **GSOA's Comments**

The GSOA provided no substantive response to the specific question.

### **URCA's Response to Comments Received**

Having regard to the above responses, URCA repeats its comments under Question 1 above.

**Question 3: Do you agree with URCA's proposed approach to the renewal of class licences consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

### **BTC's Comments**

BTC noted that it does not hold a Class Licence and is not impacted by the proposed revisions to this licence category or the contemplated re-application process for such revised licences. BTC however considers the proposed re-application process to be an unnecessarily burdensome obligation on existing Class Licence holders. BTC suggested that URCA consider a transition plan that would allow Class Licence holders to replace their existing Class Licences with Revised Class Licences over a period of one (1) to two (2) years, which would reduce the burden on existing Class Licence holders as well as URCA that could be overwhelmed with many Class Licence re-applications all filed simultaneously.

### **The CBL Group's Comments**

The CBL Group stated that it had no objection to URCA's proposed approach to the renewal of Class Licences which have no definitive time duration for expiration and to the reissuance of modified class licences to all class Licensees who wish to provide electronic communications services. However, as a caveat, the CBL Group took issue with and strenuously objected to URCA's italicized statement that it will not issue a revised ISL to any Licensee that has outstanding licence fees in the absence of any proviso.

The CBL Group reserved its position on URCA's question to a more substantial response below at question #6.

### **GSOA's Comments**

The GSOA provided no substantive response to the specific question.

### **URCA's Response to Comments Received**

URCA notes BTC's concern that the proposed re-application process is an unnecessarily burdensome obligation on existing Class Licence holders, and BTC's suggestion that URCA consider a transition plan that would allow Class Licence holders to replace their existing Class Licences with Revised Class Licences over a period of one (1) to two (2) years. URCA has required all ECS Licensees under this consultation process to apply for a revised licence and reminds BTC that, pursuant to Section 5(c) and Section 8(1) of the URCA Act, URCA is required to introduce all regulatory measures, inter alia, in a non-discriminatory manner. URCA also advises BTC that a significant timeline has passed since URCA has issued many of the Class Licences to such Licensees. URCA is required to keep current and accurate records of all its Licensees. Moreover, URCA has proposed in its Preliminary Determination a three-month transition period for the migration of existing Class Licences to the revised Class Licences consequential to an engagement process between URCA and Class Licensees. URCA has not received any representations or

objections from the Licensees that will be directly impacted by URCA's proposed approach. Having regard to the foregoing, URCA therefore does not consider the proposed re-application process as onerous on existing Class Licence holders.

URCA considers that the CBL Group's comments to this question are substantially the same as submitted for the previous questions above. As such, URCA likewise repeats its comments in this regard.

**Question 4: Do you agree with URCA's proposed transitional process, including the proposed timelines in relation to the renewal of class licences consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

#### **BTC's Comments**

BTC referred URCA's response to its response to Question 3 above.

#### **The CBL Group's Comments**

The CBL Group stated that it had no objection to URCA's proposed transitional process including the proposed timelines and engagement in relation to the renewal of all existing class licences which have no definitive time duration for expiration consequential to the completion of the consultation process. However, as a caveat, the CBL Group took issue with and strenuously objected to URCA's italicized statement that it will not issue transitional revised class licences to any Licensee that has outstanding licence fees in the absence of any proviso.

The CBL Group reserved its position on URCA's question to a more substantial response below at question #6.

#### **GSOA's Comments**

The GSOA provided no substantive response to the specific question.

#### **URCA's comments**

URCA considers that comments by Respondents to this question are substantially the same as submitted for the previous questions above. As such, URCA likewise repeats its comments in this regard.

**Question 5: Do you agree with URCA's proposed approach to Exemptions consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

### **BTC's Comments**

BTC said that it is not opposed to URCA's proposed approach to exemptions set out in the Consultation Document.

### **The CBL Group's Comments**

The CBL Group stated that it has no objection to URCA's proposed approach to the Exemptions provisions and to the issuance of revised exemptions that will repeal and replace the existing Operating and Spectrum Exemptions consequent to the completion of this consultation process.

### **GSOA's Comments**

The GSOA provided no substantive response to the specific question.

### **URCA's Response to Comments Received**

URCA notes the comments on this question submitted by both BTC and the CBL Group and considers that no regulatory concerns arise consequential thereto.

**Question 6: Do you agree with URCA's proposed approach to the payment of licence fees consequential to completion of this consultation process? If not, kindly provide full reasons and reasoning for your position.**

### **BTC's Comments**

BTC considered that there should be a warning and or notification plan established for Licensees who fail to pay their licence fees in full and on time. BTC believes that URCA should warn such Licensees that their licence is at risk of suspension or revocation due to outstanding fees, but also work with Licensees to establish a payment plan to help allow the Licensees to come into compliance with fee payment obligations and, thereby, minimize disruption to end customers. BTC is of the view that licence suspension or revocation should be the last resort, not the first.

Similarly, BTC considers that Licensees should have licence fee payment plan options (e.g., quarterly rather than lumpsum annual payment options). BTC believes that the former option would provide Licensees with more predictable cash flow control, and URCA and the Government would benefit in the same way. BTC stated that this option should be included in the Revised Licences.

BTC noted that the Preliminary Determination made no mention of the Government's Communications Licence Fee Reduction initiative or, relatedly, URCA's *Guidance Note for Reductions in the Communications Licence Fee*, ECS 04/2023, issued 11 April 2023. BTC believes that provision for such Comms Licence Fee reductions resulting from eligible ECS technology investments should be acknowledged and explicitly included in the Revised Licences.

## **The CBL Group's Comments**

The CBL Group emphatically objected to the addition of Condition 5.4(ii) in the IOL to the new revised Licence in the absence of qualifying language including a proviso, due process and natural justice. The CBL Group is most concerned with the choice of the word “immediately” applied to the suspension of a licence in URCA’s proposal, albeit the said word does not appear elsewhere in the Preliminary Determination document or draft revised licences.

The CBL Group is of the view that URCA presumes to include a specific provision in the revised new licences to suspend licences under Section 8(1) (i) of the Comms Act: that for the purpose of carrying into effect the electronic communications objectives URCA “shall issue, suspend vary or revoke licences...”. The CBL Group considers that such actions by URCA are to be conducted pursuant to Part IV of the Comms Act and with particular reference to Section 27 (Amendment and Revocation of Licences ), which does not include suspension, URCA by determination on its own motion or on the written application of the relevant Licensee where (c) “ the Licensee has repeatedly contravened a failure to cure a material contravention of the Act or any other regulatory measure, including any condition of its licence”. The CBL Group further noted that under sub-section (2) a thirty-day notice period to the Licensee is required consequent to written notices of revocation and as the word suspend is missing from Section 27, it may be that it is necessary to amend that Section of the Comms Act in order to ensure that URCA’s authority in Section 8(1)(i) is complete. The CBL Group asked the question, why is a suspension provision necessary when there is a revocation provision complete with a form of due process available; or does URCA intend the suspension to apply to small domestic providers and radio stations and not major national Licensees?

The CBL Group considers that the introduction of this new “discretion” on the part of URCA at Condition 5.4(ii) is without any apparent reference to due process, natural justice, regulatory procedure, provisos or caveats with regard to the recognition by URCA of specific instances in which the Licensee has a legitimate right to challenge an element of the fees presented in an URCA invoice for payment or the interpretation of what, for example, constitutes relevant turnover, and specifically in instances where the Licensee has initiated action in a court of competent jurisdiction or an arbitration tribunal, and even prior to this proposed addition to the new and revised licence conditions.

The CBL Group acknowledged that URCA is not funded through the Consolidated Fund but rather the licence fees paid by its Licensees on an annual basis pursuant to its annual draft budgets, and that in the absence of such fees being paid URCA would be unable to undertake the policy objectives and regulatory functions under the Comms Act and the URCA Act. The CBL Group believes that URCA should be able to seek recourse should Licensees not pay their fees and that URCA has been provided with sufficient authority to address the non-payment of fees under the Comms Act subject to a stated process for revocation. As such, the CBL Group position is that the addition of Condition 5 is unwarranted and cannot be a discretion on the part of URCA in the absence of explicit stated protections for the Licensees.

The CBL Group stated that a suspension of an IOL of a major Licensee effectively shuts down a significant portion of the entire communications networks of the country and is not limited to the Licensee but to other providers both within the country and transiting in and out of the country. It noted that an economy whose first two pillars are Tourism and Finance, such an arbitrary suspension could be an international embarrassment, and any shut down of an IOL Licensee is a drastic and detrimental action to take with dire consequences for the commercial well-being of that Licensee and the challenges of any subsequent restoration of services. The CBL Group believes that it would be abhorrent that URCA deems it appropriate to empower itself to conduct such an action through suspending an IOL licence in the absence of due process and procedure and provisos and that research has shown that in other countries the suspension of a licence is limited to radio broadcasting and revocation is reserved for major unresolved breaches of licence conditions, which can include non-payment of fees. The CBL Group considers that should URA proceed with this provision minus due process and “immediately”, notwithstanding the possibility of obtaining an injunction, such injunction would be after the fact and the damage will have been irretrievably done. The CBL Group questioned how does one suspend a licence and how does a Licensee recover from the suspension of its licence which by every scenario is a catastrophic event?

The CBL Group is of the view that the ultimate effect of the suspension of an IOL Licensee will result in lost revenue, reputational harm, loss of subscribers’ confidence and resulting churn to another and extending to an impact on the socio-economic standards of the country itself. The CBL Group stated that a suspension is not a discretionary power to be wielded lightly or at all and the inclusion of due process, regulatory procedure, provisos and caveats are essential. The CBL Group noted that the statutory mandate for regulatory measures to be proportionate to their purpose and transparent and the possibility of URCA being held liable for damages in such an event.

The CBL Group submitted that the condition for the revocation of a licence is sufficient in all of the circumstances and that should URCA prevail in the inclusion of a suspension condition there must be a proviso for instances with regard to appeals and or legal proceedings related to the invoices from URCA for payment of various fees whether for URCA or the Government of the Bahamas and the final decision of a major national IOL suspension should be referred beyond URCA to the written acknowledgement of the Ministers responsible for URCA as well as the Electronic Communications Sector. The CBL Group noted that URCA should also give consideration to lesser penalties on an escalating scale which do not disrupt services prior to initiating revocation or suspension. Further, the CBL Group questioned whether Sections 99 and 100 of the Comms Act (Power to make Determinations and Procedure for Determinations) would apply and whether they are appropriate and adequate for due process in complex instances. The CBL Group urged qualifying language to relevant conditions to preserve the statutory obligation to be proportionate.

### **GSOA’s Comments**

The GSOA provided no substantive response to the specific question.

## **URCA's Response to Comments Received**

URCA notes BTC's position that there should be a warning/notification process and payment plan established by URCA for Licensees who fail to pay their licence fees in full and on time in order to minimize disruption to end customers. URCA advises that its billing and collection procedures, policies and processes have multiple layers of warnings and notifications to Licensees to incentivise full and timely payment of licence fees. Additionally, enforcement action taken by URCA against delinquent Licensees in terms of a Preliminary Determination and Draft Order followed by a Final Determination and Order provide further opportunities for the payment of outstanding licence fees by delinquent Licensees. It has been URCA's experience, since the inception of the Comms Act licensing regime, that many Licensees have flouted the obligation to pay licence fees resulting in the accrual of significant outstanding licence fees. URCA must take the appropriate regulatory action that will effectively address this untenable situation going forward. URCA has also implemented payment plans for Licensees to settle payment of outstanding licence fees over a reasonable period. As such, licence revocation is a penalty of last resort and URCA's decision to suspend or revoke a licence has particular regard to ensuring sustainable competition in the ECS and the likely adverse impact such decision may have on consumers.

URCA further notes BTC's concern that the Preliminary Determination made no mention of the Government's Communications License Fee Reduction initiative or, relatedly, URCA's *Guidance Note for Reductions in the Communications Licence Fee*, ECS 04/2023, which should be acknowledged and explicitly included in the Revised Licences. URCA reminds BTC that the Government's Communications License Fee Reduction scheme was established by Ministerial Order to incentivize roll-out of emerging technologies to unserved or underserved areas throughout The Bahamas. This scheme has not been imposed pursuant to conditions under an ECS licence issued by URCA and may be rescinded/discontinued unilaterally at the discretion of the ECS Minister. As such, URCA does not consider an ECS licence as the appropriate regulatory measure to impose conditions for this scheme.

URCA notes the CBL Group's objection to the addition of Condition 5.4(ii) in the IOL to the new revised Licence without reference to a proviso, due process and natural justice. URCA considers it sufficient to state and assures the CBL Group that, while the proposed condition allows for the possibility of suspension or revocation of the Licence in the event of non-payment, any such action will be taken strictly in accordance with due process. This means that URCA will adhere to the principles of natural justice, including providing Licensees with a reasonable opportunity to address or make submissions on any issues of suspected non-compliance before deciding to suspend or revoke a Licence. URCA clarifies that the intent of this proposed condition is to ensure that there is a clear mechanism for addressing repeated defaults in payment of outstanding licence fees, which is critical to URCA being able to perform its statutory functions and mandate effectively and efficiently under the Comms Act.

**Table 1: Comments and Responses to URCA’s Proposed Modifications, Variations and New Conditions to the IOL**

Proposed Condition	Respondents’ Comments	URCA’s Analysis and Response	URCA’s Final Decision and Amendments (in red if any)
<p>Condition 1.1</p> <p><b>“Artificial Intelligence” or “AI”</b> means:</p> <p>(a) technology enabling the programming or training of a device or software to—</p> <p>(i) perceive environments through the use of data;</p> <p>(ii) interpret data using automated processing designed to approximate cognitive abilities; and</p> <p>(iii) make recommendations, predictions or decisions, with a view to achieving a specific objective; and</p> <p>(b) includes generative AI, meaning deep or large language models able to generate text and other content based on the data on which they were trained;</p>	<p><u>The CBL Group</u> No comments.</p> <p><u>BTC</u> BTC stated that AI technology is in its nascent stages and is rapidly evolving. Therefore, URCA’s proposed definition of AI will likely become obsolete soon. It is also unclear how this proposed definition applies to ECS networks and services. Consequently, BTC suggested that more generic definition may be more suitable or, at least, acknowledgement that AI will develop in ways unknown at present.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA notes BTC’s feedback on this proposed definition and the concerns raised about its potential narrow scope.</p> <p>URCA will revise this definition to provide a broader scope that reflects the full range of AI’s functionalities and capabilities currently available and likely to become available for the foreseeable future.</p> <p>This revision will also be made to the COLRR mutatis mutandis.</p>	<p><b>“Artificial Intelligence” or “AI”</b> means:</p> <p>(a) technology enabling the programming or training of a device or software to—</p> <p>(i) perceive environments through the use of data;</p> <p>(ii) interpret data using automated processing designed to approximate cognitive abilities; and</p> <p>(iii) make recommendations, predictions or decisions, with a view to achieving a specific objective;</p> <p>(b) <b>includes</b> generative AI, such as deep or large language models able to generate text and other content based on the data on which they were trained;</p>

			<p>(c) adaptive AI, incorporating the ability to adapt and improve capabilities through learning from acquired data and interaction with the environment; and/or</p> <p>(d) technology that enables a system, device, and/or software to exhibit intelligent behavior, including acquiring, processing, and utilizing information to autonomously learn, adapt, evolve, and perform complex tasks.</p>
<p>Condition 1.1</p> <p><b>“Public Electronic Communications Carriage Service”</b> means a Public Service for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in a Numbering Plan, and in addition may, where relevant, include one or more of the following services:</p> <ul style="list-style-type: none"> <li>(a) directory Enquiry Facilities;</li> <li>(b) provision of Public Pay Telephones;</li> <li>(c) fixed broadband services;</li> <li>(d) fixed telephony services;</li> <li>(e) mobile broadband services;</li> <li>(f) mobile telephony services;</li> <li>(g) satellite broadband services;</li> </ul> <p>and</p>	<p><u>The CBL Group</u> The CBL Group proposed that the term “satellite telephony services” be inserted as item (j) within this definition.</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments</p>	<p>Regarding the CBL Group’s comments, URCA notes that technological advancements and convergence, particularly the growth of Voice over Internet Protocol (VoIP), has integrated telephony services with broadband services. Consequently, URCA considers that the term “satellite broadband services” reflects these advancements in technology and includes all electronic communications services provided by satellite technology.</p> <p>However, to ensure clarity and for the avoidance of doubt, URCA will revise this definition to expressly include satellite telephony services.</p>	<p>URCA will amend the definition of “Public Electronic Carriage Service” to expressly include “satellite telephony services”.</p> <p>The revised definition will now read:</p> <p><b>“Public Electronic Communications Carriage Service”</b> means a Public Service for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in a Numbering Plan, and in addition may, where relevant, include one or more of the following services:</p> <ul style="list-style-type: none"> <li>(a) directory Enquiry Facilities;</li> <li>(b) provision of Public Pay Telephones;</li> <li>(c) fixed broadband services;</li> </ul>

<p>(h) pay television services; or (i) free-to-air television services;</p>			<p>(d) fixed telephony services; (e) mobile broadband services; (f) mobile telephony services; (g) satellite broadband services; (h) satellite telephony services; (i) pay television services; or (j) free-to-air television services;</p>
<p>Condition 5.3</p> <p>The annual fees calculated in accordance with Condition 4.2 shall be paid by the Licensee within thirty (30) calendar days of the date of URCA's invoice issued to the Licensee, with any adjustment due as a result of the accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants 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.</p>	<p><u>The CBL Group</u> The CBL Group requested URCA's clarification on the proposed requirement for licensees to pay annual fees within 30 calendar days of the date of URCA's invoice. In this connection, the CBL Group stated that the date of URCA's invoices and the date of URCA's issuance of invoices to Licensees are frequently different. The CBL Group further noted the 30-day period is already running when Licensees receive URCA's invoices.</p> <p><u>BTC</u> BTC noted that this condition should also acknowledge the possibility of a Communications Licence Fee reduction in accordance with URCA's Guidance Note for Reductions in the Communications Licence Fee and</p>	<p>URCA notes the concerns raised by the CBL Group and clarifies that it has considered the actual date on which the Licensee receives URCA's invoice when determining whether the Licensee has complied with the 30-day payment requirement. URCA will consider the date later in time in any enforcement action to be taken.</p> <p>See URCA's comments to BTC in BTC's response to Consultation Question 6 of the Preliminary Determination.</p> <p>In light of the foregoing, URCA will not make any revisions to this proposed condition.</p>	<p>No changes.</p>

	<p>that URCA's invoice would reflect any such Comms Fee reductions.</p> <p><u>GSOA</u> No comments.</p>		
<p>Condition 5.4</p> <p>Without prejudice to Condition 7, in the event of a default by the named Licensee in the payment of any fees when due under this Licence.</p> <p>The named Licensee shall pay to URCA interest under the relevant sections of the Communications Act; and</p> <p>URCA may:</p> <p>(i) suspend this Licence; or</p> <p>(ii) URCA may revoke this Licence under the terms of the Communications Act where the Licensee repeatedly contravenes or fails to cure the obligation to pay fees and/ or interest thereon under this Licence.</p>	<p><u>The CBL Group</u> The CBL Group contended that Condition 5.4(ii) is unwarranted. The CBL Group are of the view that URCA has sufficient authority to address non-payment of fees under the Comms Act through the process of revocation.</p> <p>The CBL Group expressed concerns about the possibility of URCA arbitrarily suspending a licence without adherence to due process, natural justice and regulatory procedure.</p> <p>The CBL Group urged URCA to consider:</p> <p>(i) including a proviso to accommodate appeals and legal proceedings relating to invoices for the payment of fees; and</p> <p>(ii) lesser penalties on an escalating scale which do not disrupt services prior to initiating suspension or revocation.</p>	<p>URCA notes the concerns raised by all of the Respondents regarding the proposed condition related to the default in payment of fees under the IOL.</p> <p>URCA advises that while the proposed condition allows for the possibility of suspension or revocation of the Licence in the event of non-payment, any such action will be taken strictly in accordance with due process.</p> <p>This means that URCA will adhere to the principles of natural justice, including providing Licensees with a reasonable opportunity to address or make submissions on any issues of non-compliance before deciding to suspend or revoke a Licence.</p> <p>URCA clarifies that the intent of this proposed condition is to ensure that there is a clear mechanism for addressing repeated defaults in payment,</p>	<p>No changes.</p>

	<p><u>BTC</u> BTC suggested that a warning system and payment plan be established for licensees failing to pay their licence fees in full and on time. Licence suspension or revocation should be a last resort.</p> <p><u>GSOA</u> GSOA expressed that URCA's proposed system of penalties for non-compliance around fee payments, could have significant operational impacts on satellite operators. Suspension or revocation of licenses could disrupt essential satellite services, including those serving critical sectors such as transportation, maritime, and emergency communications.</p> <p>GSOA suggested that URCA implement reasonable grace periods before imposing penalties, as well as transparent dispute resolution mechanisms to address any disagreements over fee payments or compliance issues.</p> <p>GSOA noted that before imposing a sanction, a warning should be</p>	<p>which is critical in URCA performing its statutory remit.</p> <p>URCA has and will continue to provide Licensees with reasonable opportunity to remedy any outstanding payments before considering suspension or revocation of a Licence.</p> <p>URCA considers that the proposed condition is proportionate to its above-stated purpose and as such will not make any revisions to it.</p>	
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	<p>considered, and a period of time should be granted to regularize the non-compliance.</p> <p>Regarding circumstances where penalties must be imposed, GSOA stated that satellite operators should have sufficient time to mitigate the impact on their services to prevent disruption of critical communication links.</p> <p>GSOA proposed that the proposed condition be revised to include the following text:</p> <p><i>"In cases of non-compliance with fee payments, URCA will introduce a grace period before imposing penalties, allowing satellite operators time to resolve payment issues without disrupting service.</i></p> <p><i>Additionally, URCA will establish a transparent dispute resolution mechanism to handle disagreements over fee assessments, ensuring that services are not interrupted while disputes are being resolved."</i></p>		
<p>Comments on the definition of the term "Relevant Turnover"</p>	<p><u>The CBL Group</u> The CBL Group noted that the IOL does not include a definition for</p>	<p>URCA agrees that the IOL does not include a definition of "Relevant</p>	<p>No changes.</p>

	<p>the term “Relevant Turnover”. The CBL Group further remarked that the definition of “Relevant Turnover” contained in the Comms Act is inadequate, requires further elaboration and is subject to legal challenge in Supreme Court Action 2017/CLE/gen/00823. The CBL Group stated that URCA may wish to see the amendment of this definition.</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>Turnover”. URCA advises that the term “Relevant Turnover” is incorporated into the IOL by reference to Comms Act, which provides the definition of “Relevant Turnover”.</p> <p>Any amendment to the definition of the term “Relevant Turnover” can only be made through a legislative process requiring an Act of Parliament, which falls beyond URCA’s statutory remit.</p>	
<p>Condition 10</p> <p>10.1 The Licensee shall not, without the prior written consent of URCA, sublicense, 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 Public Electronic Communications Carriage Service that the Licensee is obliged to provide under this Licence.</p> <p>10.2 Save for default by the Licensee in relation to a mortgage, charge or other transaction entered into by the</p>	<p><u>The CBL Group</u> The CBL Group remarked that it is appreciative of the proposed clarifying language.</p> <p><u>BTC</u> BTC asserted that licensees should have the ability to make business decisions such as those noted under this proposed condition without URCA’s approval.</p> <p>Moreover, BTC stated that considerations in this proposed condition are already covered by</p>	<p>URCA notes that the CBL Group did not object to the proposed condition.</p> <p>URCA notes BTC’s perception that the proposed revisions to this condition are redundant due to the existence of URCA’s Competition Guidelines.</p> <p>In its remarks, BTC did not identify the specific provision(s) within the Competition Guidelines that it is referring to. In the context of this</p>	<p>No changes.</p>

<p>Licensee, Condition 10.1 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 Public Electronic Communications Network or providing the Public Electronic Communications Carriage Services or the provision of anything incidental to the Public Electronic Communications Network or the Public Electronic Communications Carriage Services.</p>	<p>URCA's established Competition Guidelines ECS 05/2024.</p> <p>BTC commented that this condition is unnecessary and should be largely deleted. All that should be required is reference to the licensee's required compliance with the Competition Guidelines.</p> <p><u>GSOA</u> No comments.</p>	<p>response, URCA has assumed that BTC's comments refer to section 4.1.1.2.5 of the Competition Guidelines, which requires Licensees to notify URCA of any sale or series of sales over a five-year period (i) equal to or above BSD one (1) million; or (ii) representing at least 10% of the divesting Licensee's total number of the relevant assets.</p> <p>URCA considers that Condition 10 and section 4.1.1.2.5 serve two distinct purposes. Condition 10 is concerned with ensuring continuity of critical services. The deletion of Condition 10 could lead to unforeseen changes in asset control, which could threaten service availability.</p> <p>Section 4.1.1.2.5 focuses on ensuring regulatory oversight of sales of passive infrastructure that may have an impact on competition in the market. Such regulatory oversight is necessary to ensure that passive infrastructure sales do not undermine competition and/or harm consumers.</p>	
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		For these reasons, URCA does not accept BTC's suggestions in this regard.	
<p>Condition 11</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>11.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director.</p> <p>11.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p>	<p><u>The CBL Group</u> The CBL Group proposed the addition of the word President to Condition 11.1(b).</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	URCA does not object to the CBL Group's proposal.	<p>URCA will amend Condition 11.1(b) to include the word, President. Condition 11 will now read:</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>11.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director <b>or President.</b></p> <p>11.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the</p>

<p>11.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>11.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>11.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>11.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>			<p>address of such body or to the usual or last known place of abode of such person.</p> <p>11.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>11.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>11.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>11.6 URCA may designate the Director of Electronic Communications as the primary</p>
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			contact on matters related to this Licence.
<p>Condition 19</p> <p><b>ARTIFICIAL INTELLIGENCE (AI)</b></p> <p>19.1 The Licensee shall notify URCA within thirty (30) calendar days of the deployment of any AI technology within its Public Electronic Communications Networks and Public Electronic Communications Carriage Services. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee’s Public Electronic Communications Networks and Public Electronic Communications Carriage Services.</p> <p>19.2 The Licensee shall ensure that any deployed AI technologies comply with all applicable laws, as amended from time to time, regarding the protection of personal data, sensitive personal data and Cybersecurity.</p> <p>19.3 The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA concerning the use of AI technology in its Public Electronic Electronics Networks and Public Electronic Carriage Services.</p>	<p><u>The CBL Group</u> The CBL Group did not object to this proposed condition. However, the CBL Group commented that the reporting of the deployment of AI technology in Public Electronic Communications Networks and Carriage Services prior to the issuance of the new licence is unclear.</p> <p><u>BTC</u> BTC remarked that AI is only in the nascent stages of its development. BTC further commented that smartphones and computers that use the Public Electronic Communications Networks increasingly make use of very basic AI technology and numerous applications, and Over-the-Top (OTT) services do so as well – all of which are beyond a Licensee’s control.</p> <p>BTC stated that the scope of this proposed AI-related IOL condition is unclear at this point in time. Further, BTC noted that it believes these conditions to be premature</p>	<p>URCA notes the CBL Group’s comments and will revise this Condition to clarify Licensees’ reporting requirements with respect to both new and existing AI deployments in Public Electronic Communications Networks and Carriage Services. This revision will also be made to the COLRR mutatis mutandis.</p> <p>URCA notes BTC’s concerns regarding the proposed inclusion of AI-related conditions in the IOL.</p> <p>URCA appreciates that AI is rapidly evolving and is widely integrated in consumer devices and technologies that may not be directly controlled by a Licensee.</p> <p>URCA advises that the purpose of the proposed AI conditions is to set the foundation for a regulatory framework that ensures responsible, transparent and accountable deployment of AI technologies by Licensees in</p>	<p>URCA will revise Condition 19 as follows.</p> <p>19.1 The Licensee shall notify URCA within thirty (30) calendar days of the deployment of any AI technology within its Public Electronic Communications Networks and Public Electronic Communications Carriage Services. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee’s Public Electronic Communications Networks and Public Electronic Communications Carriage Services.</p> <p><b>19.2 The Licensee shall notify URCA, within thirty (30) calendar days of the issue date of this licence, of any AI technology used within its Public Electronic Communications Networks and Public Electronic Communications Carriage Services that had been deployed prior to the issuance of this licence. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee’s Public Electronic Communications Networks and</b></p>

<p>19.4 The Licensee shall ensure that any AI technology deployed in its Public Electronic Communications Network or Public Electronic Communications Carriage Services adhere to ethical principles, including transparency, accountability and fairness. In this regard, the Licensee shall implement organizational and technical measures that prevent and mitigate any potential biases, discriminations, and/or any other ethical concerns associated with AI algorithms.</p>	<p>and a potential hindrance to network and service development and progress.</p> <p>BTC suggested that Condition 19.1 should be deleted until such time as URCA conducts a consultation on AI matters and subsequently issues an informed set of AI-related regulations or rules.</p> <p>BTC also suggested that Condition 19.2 be deleted as there is no reason to remind licensees that they must comply with all applicable laws.</p> <p><u>GSOA</u> No comments.</p>	<p>Public Electronic Communications Networks and Carriage Services.</p> <p>URCA clarifies that the scope of the proposed conditions includes AI technology that supports network management, optimization, customer interaction, or any core functionalities and services offered by Licensees. It does not extend to third party applications or consumer devices, which are not directly controlled by a Licensee, using a Licensee’s network.</p> <p>URCA’s intent is not to create undue burdens but rather to ensure that where Licensees choose to deploy AI technology in their respective Public Electronic Communications Networks and Carriage Services, they adhere to ethical standards and do not negatively impact network operations, service delivery, and/or consumers.</p> <p>URCA is committed to closely monitoring emerging technologies, such as AI use in electronic communications networks and services. URCA</p>	<p><b>Public Electronic Communications Carriage Services.</b></p> <p><b>19.3</b> The Licensee shall ensure that any deployed AI technologies comply with all applicable laws, as amended from time to time, regarding the protection of personal data, sensitive personal data and Cybersecurity.</p> <p><b>19.4</b> The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA concerning the use of AI technology in its Public Electronic Electronics Networks and Public Electronic Carriage Services.</p> <p><b>19.5</b> The Licensee shall ensure that any AI technology deployed in its Public Electronic Communications Network or Public Electronic Communications Carriage Services adhere to ethical principles, including transparency, accountability and fairness. In this regard, the Licensee shall implement organizational and technical measures that prevent and mitigate any potential biases, discriminations, and/or any other</p>
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		<p>believes that it is prudent to take proactive regulatory action rather than a reactive stance, to better anticipate future challenges and opportunities that may arise as AI continues to develop.</p> <p>URCA advises BTC that one of the objectives of Condition 19.1 is to gather information to better understand AI usage and integration by Licensees in the provision of Public Electronic Communications Networks and Carriage Services (if any), which ultimately will help to inform any future consultation that URCA may conduct concerning any regulatory measure(s) specific to AI technology.</p> <p>Nevertheless, URCA notes that BTC had the opportunity, in its response to URCA's Consultation Document in this matter, to provide evidence and detailed submission concerning AI and its potential impact and the proposed new conditions, beyond those comments that it submitted.</p> <p>URCA notes that Condition 19.2 clearly sets out and underscores</p>	<p>ethical concerns associated with AI algorithms.</p>
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		<p>the importance of Licensee's compliance with applicable laws when deploying AI technology in their respective Public Electronic Communications Networks and Carriage Services.</p> <p>In light of the foregoing, URCA does not accept BTC's recommended revisions to this condition.</p>	
<p>Condition 20</p> <p><b>HEALTH SAFETY AND ENVIRONMENT</b></p> <p>20.1 In connection with the operation of its Public Electronic Communications Networks and the provision of its Public Electronic Communications Carriage Services, the Licensee shall implement appropriate and adequate technical and organisational measures to safeguard life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any Equipment.</p> <p>20.2 The Licensee shall implement appropriate organisational measures to ensure public safety around</p>	<p><u>The CBL Group</u> The CBL Group acknowledged and did not object to this proposed condition.</p> <p><u>BTC</u> BTC stated that this proposed new condition is overly prescriptive and beyond URCA's remit as granted through the Comms Act. BTC contended that the health, safety and environmental rules and guidelines noted in this section are the responsibility of and administered by government departments, and agencies.</p> <p>Consequently, these proposed conditions are out of scope and should be removed.</p>	<p>URCA notes the CBL Group's non-objection to this proposed condition.</p> <p>URCA does not agree with BTC's assertion that these proposed conditions fall outside of URCA's statutory remit.</p> <p>Firstly, URCA clarifies that the purpose of these proposed new conditions is to ensure that Public Electronic Communications Networks and Carriage Services are operated by Licensees in a manner that protects public health, safety, and the environment.</p>	<p>No changes.</p>

<p>Equipment, including fencing, clear signage, restricting access to hazardous areas and implementing waste management plans for the disposal of hazardous and non-hazardous waste.</p> <p>20.3 The Licensee shall comply with all applicable laws, as amended from time to time, regarding public health and safety and the environment.</p> <p>20.4 The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA to facilitate the minimisation of adverse environmental impact and public health and safety concerns regarding its Equipment, in the operation of its Public Electronic Communications Networks and the provision of its Public Electronic Communications Carriage Services.</p> <p>20.5 The Licensee shall implement organisational measures to minimise any adverse environmental impact of its operations. This includes the deployment of energy-efficient technologies and renewable energy technologies where feasible.</p>	<p><u>GSOA</u> No comments.</p>	<p>URCA acknowledges the role and functions that Government ministries, departments and agencies play in protecting public health, safety, and the environment.</p> <p>However, as the regulator for the electronic communications sector in The Bahamas, URCA has the discretion to implement regulatory measures, which it considers achieve the main objectives of the Electronic Communication Policy (ECP) as set out in section 4 of the Comms Act.</p> <p>As BTC should be aware, one of the main objectives of the ECP is to further the interests of persons in The Bahamas in relation to the electronic communications sector by –</p> <ul style="list-style-type: none"> <li>(i) maintaining public safety and security; and</li> <li>(ii) limiting any adverse impact of networks and carriage services on the environment.</li> </ul>	
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		<p>Moreover, section 83(1)(a) of the Comms Act grants URCA the discretion to establish technical rules and standards applicable to facilities to ensure against damage to networks or carriage services or to public health, safety or the environment.</p> <p>URCA notes that BTC did not provide any specific reasoning or evidence to support its assertion that the proposed new conditions are overly prescriptive for URCA's consideration.</p> <p>URCA considers that the proposed new conditions measures are proportionate to their above-stated purpose.</p> <p>Having regard to the foregoing, URCA does not accept BTC's position that these new proposed conditions should be deleted.</p>	
<p>Condition 21</p> <p><b>CYBERSECURITY</b></p> <p>21.1 The Licensee shall implement and maintain appropriate technical and organizational measures to safeguard the security of its Public Electronic Communications Networks</p>	<p><u>The CBL Group</u> The CBL Group acknowledged and did not object to this proposed condition.</p> <p><u>BTC</u> BTC asserted that this proposed new condition is overly prescriptive.</p>	<p>URCA notes the CBL Group's non-objection to these proposed new conditions.</p> <p>Firstly, URCA considers that the proposed new conditions serve as the first critical step in establishing</p>	<p>No changes.</p>

<p>and Public Electronic Communications Carriage Services, including protecting against, mitigating and resolving unauthorized access, data breaches, cyber incidents, cyber-attacks and any other activities that may compromise the confidentiality, integrity, functioning and availability of its Public Electronic Communications Networks and Public Electronic Communications Carriage Services.</p> <p>21.2 The Licensee shall comply with all applicable laws, as amended from time to time, regarding the protection of personal data and Cybersecurity.</p> <p>21.3 The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA concerning Cybersecurity, including measures relating to network security, incident reporting and risk management.</p> <p>21.4 The Licensee shall align and adopt organisational measures and practices recommended from time to time by International Standards Bodies, including the ISO/IEC 27001 standards.</p>	<p>BTC stated that Condition 21.1 should be deleted until such time as URCA conducts a consultation on cybersecurity and subsequently issues an informed set of cybersecurity regulations or rules.</p> <p>BTC also recommended that Condition 21.2 be deleted as there is no reason to remind Licensees that they must comply with all applicable laws.</p>	<p>a regulatory framework to ensure the security of Public Electronic Communications Networks and Carriage Services.</p> <p>Specifically, the cumulative purpose of Conditions 21.1 and 21.4 is to ensure that Licensees implement and maintain measures aligned with International Standards such as ISO/IEC 27001 standards to address the growing threats posed by unauthorized access, data breaches, and cyber-incidents, which can significantly impact availability, functioning and integrity of Public Electronic Communications Networks and Services.</p> <p>URCA notes that Condition 21.2 clearly sets out and underscores the importance of Licensee's compliance with applicable laws in the operation of its Public Electronic Communications Networks and the provision of its Carriage Services.</p> <p>URCA notes that BTC did not provide any specific reasoning or evidence to support its assertion that the proposed new condition</p>	
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	<p><u>GSOA</u> No comments.</p>	<p>are overly prescriptive for URCA's consideration.</p> <p>Moreover, URCA considers that the proposed new conditions measures are proportionate to their above-stated purpose.</p> <p>In consideration of the foregoing, URCA does not accept BTC's proposed revisions.</p>	
<p>Condition 22</p> <p><b>NATIONAL ALERT WARNING SYSTEM (NAWS)</b></p> <p>22.1 The Licensee shall support national security and public safety initiatives by assisting the Ministry of National Security, the Royal Bahamas Police Force and/or any other authorised Government Ministry and/or agency in the broadcasting and dissemination of all Alert Messages through the NAWS and/or any other alert messaging system mandated by law in priority over all other Network traffic data.</p> <p>22.2 The Licensee shall ensure that its Public Electronic Communications Network and</p>	<p><u>The CBL Group</u> The CBL Group acknowledged and did not object to this proposed condition.</p> <p><u>BTC</u> BTC stated that this entire proposed new condition should be deleted and replaced with a single requirement that Licensees must comply with the established National Alert Warning System Regulations.</p>	<p>URCA notes the CBL Group's non-objection to these proposed new conditions.</p> <p>URCA notes that it has not published regulations or any other measures regarding the NAWS.</p> <p>URCA clarifies that the purpose of these proposed new conditions is to set out the general obligation for Licensees concerning the implementation and operation of the NAWS, which may also be subject to future regulations issued by URCA in relation to the NAWS.</p>	<p>No changes.</p>

<p>Equipment is integrated with the NAWS and/or any other alert messaging system mandated by law as prescribed by the Ministry of National Security, the Royal Bahamas Police Force and/or any other authorised Government Ministry and/or agency. This includes maintaining the technical Licensees readiness of all relevant systems and Equipment to promptly and effectively broadcast.</p> <p>22.3 The Licensee shall regularly review and update its systems, procedures, Public Electronic Communications Networks and Equipment related to the NAWS and/or any other alert messaging system mandated by law in coordination with the Ministry of National Security, the Royal Bahamas Police Force and/or any other authorised Government Ministry and/or agency, to ensure the technical readiness of such systems, procedures, Public Electronic Communications Networks and Equipment to broadcast and disseminate all Alert Messages through the NAWS and/or any other alert messaging system mandated by law.</p>	<p><u>GSOA</u> No comments.</p>		
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<p>22.4 The Licensee shall comply with all applicable laws from time to time relating to the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.</p> <p>22.5 The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA concerning the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.</p> <p>22.6 The Licensee shall not recover any cost associated with the implementation, operation, and maintenance of the NAWS any other alert messaging system mandated by law from its customers. This includes additional fees, surcharges, or increases in rates attributed to the NAWS and any other alert messaging system mandated by law.</p>			
<p>Condition 23</p> <p>23.1 The Licensee shall comply with Consumer Protection Regulations for</p>	<p><u>The CBL Group</u> The CBL Group agreed with this proposed condition.</p>	<p>URCA notes the CBL Group's non-objection to this condition.</p>	<p>No changes.</p>

<p>the Electronic Communications Sector issued by URCA, as amended from time to time, in relation to the following:</p> <p>(i) Requirement to offer contracts with minimum terms;</p> <p>(ii) Code of Practice for Complaints;</p> <p>(iii) Metering and Billing;</p> <p>(iv) Non-payment of Bills; and</p> <p>(v) Notification to Customers of Planned, Emergency Planned and Unplanned Outages.</p>	<p><u>BTC</u> BTC commented that this proposed condition is a duplication of existing CPR requirement and as such it is not necessary and should be deleted.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA notes BTC’s concerns that the proposed condition duplicates existing CPR requirements. However, URCA does not consider this condition to be a duplication of any provision within the CPR.</p> <p>The purpose of this condition is two-fold: (i) to remove the existing duplications and to serve as a clear reference to key provisions of the CPR, specifically related to contractual terms, billing, complaints, and service outages; and (ii) to reaffirm the importance of the Licensees’ compliance with these provisions.</p> <p>In light of the foregoing, URCA does not accept BTC’s proposal that this proposed condition should be deleted.</p>	
<p>Condition 26</p> <p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p>26.1 The Named Licensee shall notify and submit reports to URCA on major planned, emergency planned and unplanned outages in accordance</p>	<p><u>The CBL Group</u> The CBL Group stated that the heading of this condition is misleading as it bears no relation to its content. The CBL Group recommended that the heading be replaced with the words</p>	<p>URCA notes the CBL Group’s observation and will revise the heading of this condition.</p> <p>URCA considers the heading “Outage Reporting and Mitigation” to be apt.</p>	<p>The heading of Condition 26 will now read as follows:</p> <p><b>OUTAGE REPORTING AND MITIGATION</b></p>

<p>with the Outage Reporting and Mitigation Regulations for the Electronic Communications Sector, as published and amended by URCA from time to time.</p> <p>26.2 The Named Licensee shall take all reasonable steps as are required to prevent and resolve unplanned outages to the provision of its Public Electronic Communications Carriage Services and operation of its Public Electronic Communications Networks. The Named Licensee shall inform URCA on a regular basis about measures taken to deal with the unplanned outages.</p>	<p>“Disruptions in Service Reporting.”</p> <p><u>BTC</u> BTC commented that this condition is redundant due to the provisions of the Outage Reporting and Mitigation Regulations. Further, BTC stated that it is unclear why some conditions are deleted due to duplication of regulatory requirements, and some are not.</p> <p>BTC suggested that this Condition should only require Licensees to comply with the Outage Reporting and Mitigation Regulations.</p> <p><u>GSOA</u> No comments.</p>	<p>Regarding BTC’s comments, URCA notes that the Outage Reporting and Mitigation Regulations set out the framework on how planned and unplanned outages should be reported to URCA and managed by Licensees.</p> <p>The purpose of this condition is to reinforce the requirements of the Outage Reporting and Mitigation Regulations to ensure compliance and proactive management of outages by Licensees.</p> <p>For this reason, URCA does not consider this condition to be redundant. Moreover, URCA believes that this condition, as currently proposed, requires licensees to comply with the Outage Reporting and Mitigation Regulations, as recommended by BTC.</p>	
<p><b>PART E - PUBLIC ELECTRONIC COMMUNICATIONS NETWORK AND PUBLIC ELECTRONIC</b></p>	<p><u>The CBL Group</u> No comments.</p>		<p>Condition 32 will now read:</p>

<p><b>COMMUNICATIONS CARRIAGE SERVICES OBLIGATIONS</b></p> <p>The following Conditions in Part E of this Licence apply only where the Licensee establishes, maintains and operates a Public Electronic Communications Network or provides Public Electronic Carriage Services in The Bahamas, as applicable.</p> <p><b>30 PROPER AND EFFECTIVE OPERATION OF PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS AND PROVISION OF PUBLIC ELECTRONIC COMMUNICATIONS CARRIAGE SERVICES</b></p> <p><b>30.1 Continuity of Public Electronic Communications Networks and Public Electronic Communications Carriage Services</b></p> <p>30.1.1 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible:</p> <p>(i) the proper and effective functioning of any Public Electronic Communications Network provided by it at all times, and</p>	<p><b>BTC</b></p> <p>BTC noted that it is not opposed to the majority of the proposed revisions to Part E of the IOL. However, BTC considers that Condition 32 which deals with Emergency Planning is duplicative and appears to be inconsistent with the Disaster Management Regulations and Outage Reporting and Mitigation Regulations.</p> <p>As such BTC suggested that Condition 32 be removed and replaced by reference to those regulations.</p>	<p>URCA notes BTC’s concerns regarding its perceived overlap of the requirements of Condition 32 and the provisions of the Disaster Management Regulations for the Electronic Communications Sector in The Bahamas.</p> <p>URCA agrees that Condition 32 and the Disaster Management Regulations each concern, amongst other things, network resilience and encourage rapid restoration of electronic communications services after disasters and national emergencies and as such may have some overlap.</p> <p>However, Condition 32 imposes certain obligations that are not contained within the Disaster Management Regulation for the Electronic Communications Sector, which URCA considers critical in ensuring that Licensees coordinate and support First Level Responders, Emergency Organisations and other persons or organisations required by law to perform functions related to the mitigation of and response to national emergencies and disasters in The Bahamas.</p>	<p><b>32 Disaster Management and Emergency Planning</b></p> <p>32.1 In context of Condition 32, the terms Critical Electronic Communications Infrastructure, Disaster, and First Level Responders shall have the same meanings as assigned to them in the Disaster Management Regulations for the Electronic Communications Sector in The Bahamas.</p> <p>32.2 The Licensee shall comply with all provisions of the Disaster Management Regulations for the Electronic Communications Sector in The Bahamas to ensure network resilience and encourage the rapid restoration of Critical Electronic Communications Infrastructure and services after a Disaster or national emergency.</p> <p>32.3 Subject to Condition 32.5, the Licensee shall, on the request of and in consultation with –</p> <p>(a) First Level Responders;</p> <p>(b) Emergency Organisation; and</p>
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<p>(ii) in the event of Force Majeure, the availability of the Public Electronic Communications Carriage Services provided by it, including uninterrupted access to Emergency Organisations as part of any Public Electronic Communications Carriage Service offered by it.</p> <p>30.1.2 The Licensee shall ensure that any restrictions imposed by it on access to and use of a Public Electronic Communications Network operated by it on the grounds of ensuring compliance with Condition 30.1.1 are proportionate, non - discriminatory and based on objective criteria identified in advance.</p> <p><b>31 Emergency Call Numbers</b></p> <p>31.1 The Licensee shall ensure that its Public Electronic Communications Network is capable of providing any End -User with access to Emergency Organisations by using the Emergency Call Numbers at no charge and, in the case of a Pay Telephone, without having to use coins or cards.</p> <p>31.2 The Licensee shall ensure that any End -User can access Emergency Organisations via a public emergency call service, being an Electronic</p>	<p>BTC remarked that public payphone service is a legacy service that is nearly obsolete today, given market and technological developments over the last 15 years.</p> <p>Further, URCA’s planned USO review, while not yet initiated, will provide an opportunity to consider the continued relevance of this service.</p>	<p>URCA will revise Condition 32 to clarify that Licensees are required to comply with the provisions of Disaster Management Regulations for the Electronic Communications Sector in The Bahamas and to remove any unnecessary duplication and inconsistencies.</p> <p>URCA does not agree that there is overlap between Condition 32 and the Outage Reporting and Mitigation Regulations. URCA advises that the Outage Reporting and Mitigation Regulations do not apply in circumstances where a Disaster Emergency has been declared under the Disaster Preparedness and Response Act.</p> <p>URCA notes BTC’s comments regarding the obsolescence of pay telephones and understands that technological advancements and changes in consumer behavior may have significantly reduced the demand for pay telephone services.</p> <p>As BTC pointed out, the issues of pay telephone services will likely be considered and addressed in</p>	<p>(c) such other persons or organisations required by law to perform functions related to the mitigation of and response to national emergencies and Disasters in The Bahamas</p> <p>make arrangements for the operation and provision or rapid restoration of such Public Electronic Communications Networks and Public Electronic Communications Carriage Services as are practicable and may reasonably be required in any disaster or national emergency having a significant effect on the general public.</p> <p>32.4 Subject to Condition 32.5, the Licensee shall implement any arrangements requested in accordance with Condition 32.3, in so far as is reasonable and practicable to do so.</p> <p>32.5 Nothing in this Condition 32 precludes the Licensee from:</p> <p>(a) recovering the reasonable and efficient costs incurred in making or implementing any such arrangements; or</p>
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<p>Communications Service that enables an End -User, at any time and without incurring any charge or requiring any token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency.</p> <p>31.3 The Licensee shall, to the extent technically feasible, make Caller Location Information for all calls to the Emergency Call Numbers available to the Emergency Organisations handling those calls.</p> <p><b>32 Emergency Planning</b></p> <p>32.1 Subject to Condition 32.3, the Licensee shall, on the request of and in consultation with:</p> <p>(i) the authorities responsible for Emergency Organisations; and</p> <p>(ii) such departments of central and local government as URCA may from time to time direct for the purposes of this Condition,</p> <p>make arrangements for the operation and provision or rapid restoration of such Public Electronic Communications Networks and Public</p>	<p>BTC commented that the Revised IOL should be forward-looking given that it is intended to apply for the next 15 years.</p> <p>Consequently, BTC suggested that Condition 33 could be eliminated given that the Consumer Protection Regulations provide sufficient protection for any payphone services that may be offered for IOL holders</p> <p><u>GSOA</u> No comments.</p>	<p>URCA’s upcoming consultation(s) on the universal service framework.</p> <p>In such consultation(s), URCA hopes to evaluate the role of pay telephone services in The Bahamas, particularly considering universal access and the needs of underserved areas.</p> <p>URCA urges BTC and all other Licensees to fully engage and cooperate with such consultation(s) by comprehensively responding to any requests for information made by URCA and submitting responses with supporting reasons to any consultation document(s) published by URCA.</p> <p>URCA does not agree with BTC’s assertion that the CPR covers all of the provisions covered by this condition.</p> <p>For the reasons stated above, URCA will not delete this condition to ensure continued access to public pay telephones, where they may still serve a need.</p>	<p>(b) making the implementation of any such arrangements Conditional upon being indemnified by the person for whom the arrangements are to be implemented for all reasonable and efficient costs incurred as a consequence of the implementation.</p>
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<p>Electronic Communications Carriage Services as are practicable and may reasonably be required in any major incident having a significant effect on the general public.</p> <p>32.2 Subject to Condition 32.3, the Licensee shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.</p> <p>32.3 Nothing in this Condition 32 precludes the Licensee from:</p> <p>(a) recovering the reasonable and efficient costs incurred in making or implementing any such arrangements; or</p> <p>(b) making the implementation of any such arrangements Conditional upon being indemnified by the person for whom the arrangements are to be implemented for all reasonable and efficient costs incurred as a consequence of the implementation.</p> <p><b>33 Public Pay Telephones</b></p> <p>33.1 The Licensee shall ensure that every Public Pay Telephone in its</p>			
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<p>Public Electronic Communications Network that is permanently installed on Public Land and to which the public has access at all times can access operator assistance services and a Directory Enquiry Facility, except where such services or Facilities have been rendered inaccessible by the Licensee for the purposes of debt management.</p> <p>33.2 Where the Licensee provides a Public Electronic Communications Carriage Service, it shall display and take all reasonable steps to keep displayed prominently on or around each of its Public Pay Telephones a notice specifying:</p> <p>(a) the minimum charge for connection,</p> <p>(b) call charge information,</p> <p>(c) methods of payment,</p> <p>(d) a statement as to whether incoming calls can be received, and if so, the Telephone Number of the Public Pay Telephone,</p> <p>(e) contact information in the event of services complaints,</p>			
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<p>(f) contact information for Emergency Organisations,</p> <p>(g) the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations, and</p> <p>(h) that calls to Emergency Organisations using the Emergency Call Numbers may be made from the Public Pay Telephone free of charge and without having to use coins or cards.</p> <p>33.3 The Licensee shall give at least ninety (90) calendar days' notice before withdrawing from service a Public Pay Telephone.</p> <p><b>34 Operator Assistance, Directories and Directory Enquiry Facilities</b></p> <p>34.1 The Licensee shall ensure that its Public Electronic Communications Network is capable of providing:</p> <p>(a) any Public Pay Telephone that is permanently installed on Public Land and to which the public has access at all times; and</p> <p>(b) any End -User with access to:</p>			
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<p>(i) operator assistance services; and</p> <p>(ii) subject to any direction by URCA, a Directory Enquiry Facility containing Directory Information on all Subscribers in The Bahamas who have been assigned Telephone Numbers by the Licensee and any Other Operator, except those Subscribers who have exercised their right to have their Directory Information removed,</p> <p>except where such services or Facilities have been rendered inaccessible to a particular End -User by the Licensee at the End -User's request or for the purposes of debt management.</p> <p>34.2 Unless directed otherwise by URCA, where the Licensee assigns Telephone Numbers to Subscribers, it shall ensure that each of those Subscribers is, on request, supplied with a Directory containing Directory Information on all of its Subscribers who have been assigned Telephone Numbers in the Subscriber's local area. Directories containing Directory Information for all other Subscribers outside the local area who have been assigned Telephone Numbers by the Licensee and any Other Operator must be supplied to the Subscriber on</p>			
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<p>request. Any Directories supplied shall not contain Directory Information for those Subscribers who have exercised their right to have their Directory Information removed.</p> <p>34.3 A Directory may be produced by the Licensee, or by another person. Where a Directory is produced by the Licensee, the Licensee shall ensure that it is updated on a regular basis (at least once a year). URCA may from time to time direct that a Directory is available in a particular form.</p> <p>34.4 The Licensee may charge its Subscribers or End-Users a reasonable fee for making available a Directory Enquiry Facility, local Directory and any additional Directories, and may charge its Subscribers a reasonable fee for inclusion of non-standard Directory Information in a Directory or as part of a Directory Enquiry Facility.</p>			
<p>Condition 45</p> <p><b>INFRASTRUCTURE SHARING AND DEPLOYMENT</b></p> <p>45.1 The Licensee shall comply with the Infrastructure Sharing Regulations as amended from time to time and</p>	<p><u>The CBL Group</u> No comments.</p> <p><u>BTC</u> BTC contended that Conditions 45.2 and 45.3 are not necessary and add confusion due to the</p>	<p><u>BTC's Comments</u> URCA agrees with BTC's comments and will delete Conditions 45.2 and 45.3.</p>	<p>Condition 45 will now read:</p> <p><b>INFRASTRUCTURE SHARING AND DEPLOYMENT</b></p> <p>45.1 The Licensee shall comply with the Infrastructure Sharing Regulations as amended from time</p>

<p>any other regulatory measure with any regulations, directions or codes of practice issued by URCA from time to time concerning Facilities sharing.</p> <p>45.2 Where URCA considers it necessary for the Licensee to share Infrastructure with Other Operators in designated areas in the national and/or public interest or otherwise, URCA shall inform the Licensee accordingly so that the Licensee can make the necessary arrangements before submitting its infrastructure sharing plans to URCA for approval.</p> <p>45.3 The Licensee shall share infrastructure whenever and wherever mandated by URCA in accordance with URCA's Infrastructure Sharing Regulations and any other regulatory measure issued by URCA.</p>	<p>existence of Infrastructure Sharing Regulations.</p> <p><u>GSOA</u> No comments.</p>		<p>to time and any other regulatory measure with any regulations, directions or codes of practice issued by URCA from time to time concerning Facilities sharing.</p> <p><del>45.2 Where URCA considers it necessary for the Licensee to share Infrastructure with Other Operators in designated areas in the national and/or public interest or otherwise, URCA shall inform the Licensee accordingly so that the Licensee can make the necessary arrangements before submitting its infrastructure sharing plans to URCA for approval.</del></p> <p><del>45.3 The Licensee shall share infrastructure whenever and wherever mandated by URCA in accordance with URCA's Infrastructure Sharing Regulations and any other regulatory measure issued by URCA.</del></p>
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**Table 2: Comments and Responses to URCA’s Proposed Modifications, Variations and New Conditions to the ISL**

Proposed Condition	Respondents’ Comments	URCA’s Analysis and Response	URCA’s Final Decision and Amendments (in red if any)
<p>Condition 1.1</p> <p><b>“Mobile Broadband Communications Service”</b> means any Radiocommunications service the functionality of which enables continued use of broadband communications services across boundaries between the different areas of radio coverage, with no perceptible interruption of such services (i.e. Voice, Video, Data) and which, for the avoidance of doubt, include Terrestrial and Non-Terrestrial Networks;</p>	<p><u>The CBL Group</u> The CBL Group acknowledged and did not object to this proposed definition.</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA notes that the CBL Group did not object to the proposed condition.</p>	<p>No changes.</p>
<p>Condition 4.2</p> <p>URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.</p>	<p><u>The CBL Group</u> The CBL Group relied on its response to Condition 5.4(ii) of the IOL.</p> <p><u>BTC</u> BTC relied on its response to proposed Consultation Question 6. URCA also assumes that BTC’s comments concerning Condition 5.4(ii) of the IOL are also applicable to this proposed condition.</p>	<p>URCA reiterates its response to the concerns raised by the respondents regarding condition 5.4(ii) of the IOL and its response to BTC’s submissions with respect to Consultation Question 6.</p>	<p>No changes.</p>

	<p><u>GSOA</u> GSOA did not make any specific comments on this proposed condition. However, URCA assumes that GSOA's general comments regarding the possible impact of suspension of licences on satellite-based services are applicable to this proposed condition.</p>		
<p>Condition 5.8</p> <p>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.</p>	<p><u>The CBL Group</u> The CBL Group proposed that the following words be inserted at the end of Condition 5.8:</p> <p><i>“Providing that URCA shall be responsible for the tracing of the source for any complaint by the Licensees”.</i></p>	<p>URCA acknowledges the proposal made by the CBL Group.</p> <p>URCA clarifies that the purpose of Condition 5.8 is to ensure that Licensees take immediate action when interference complaints are made concerning their Radiocommunications Stations or Radiocommunications Equipment.</p> <p>Licensees are required to conduct an initial investigation as a first step to ensure that issues related to the Radiocommunications Equipment are promptly identified and addressed, thereby minimizing the impact of harmful interference on other Licensees and services.</p>	<p>No changes.</p>

	<p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA's statutory power to investigate complaints of harmful interference and its obligation to take necessary enforcement action to ensure effective protection of licensed radio spectrum bands from interference are clearly set out in sections 8(1)(j), 9, and 32(3) of the Comms Act.</p> <p>Having regard to the foregoing, URCA does not consider the CBL Group's proposed revision to Condition 5.8 to be necessary and as such URCA will not revise this condition.</p>	
<p>Condition 12</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>12.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p>	<p><u>The CBL Group</u> The CBL Group proposed the addition of the word President to Condition 12.1(b).</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA does not object to the CBL Group's proposal.</p>	<p>URCA will amend Condition 12.1(b) to include the word, President. Condition 12 will now read:</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>12.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting</p>

<p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director.</p> <p>12.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>12.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>12.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p>			<p>confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director <b>or President.</b></p> <p>12.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>12.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p>
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<p>12.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>12.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>			<p>12.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>12.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>12.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>
<p>Appendix</p> <p>URCA proposed to modify Table A by changing sub-column headings “Center Frequency” and “Bandwidth” to “Lower Frequency” and “Upper Frequency” respectively.</p> <p>URCA proposed to insert a new table called Table B to deal with Point-to-Point communications. Table B will have:</p>	<p><u>The CBL Group</u> The CBL Group acknowledged and did not object to the proposed revisions to Table A and the proposed insertion of Table B.</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA notes that the CBL Group did not object to the proposed modifications to the Appendix.</p>	<p>No changes.</p>

<p>(a) columns named Station, Coordinates, Antenna Height (ft), Frequency (MHz), Assignment Commencement Date, and Assignment Expiry Date; and</p> <p>(b) two sub-column headings both called Site under column heading Station;</p> <p>(c) two sub-column headings called Latitude and Longitude under column heading Coordinates; and</p> <p>(d) Three sub-column headings called Transmit, Receive and Bandwidth under column heading Frequency (MHz)</p>			
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**Table 3: Comments and Responses to URCA’s Proposed Modifications, Variations and New Conditions to the COLRR**

Proposed Condition	Respondents’ Comments	URCA’s Analysis and Response	URCA’s Final Decision and Amendments (in red if any)
<p>Condition 5.4</p> <p>Without prejudice to Condition 10, in the event of a default by the Named Licensee in the payment of any fees when due under this Licence:</p> <p>(i) the Named Licensee shall pay to URCA interest under the relevant</p>	<p><u>The CBL Group</u></p> <p>The CBL Group relied on its response to Condition 5.4(ii) of the IOL.</p> <p><u>BTC</u></p> <p>BTC did not make any specific comments on this proposed condition. However, URCA</p>	<p>URCA reiterates its response to the concerns raised by the respondents regarding condition 5.4(ii) of the IOL.</p>	<p>No changes.</p>

<p>sections of the Communications Act; and</p> <p>(ii) URCA may suspend this Licence; or (iii) URCA may revoke this Licence under the terms of the Communications Act where the licensee repeatedly contravenes or fails to cure the obligation to pay fees and/or interest under this Licence.</p>	<p>considers that BTC’s comments concerning Condition 5.4(ii) of the IOL are also applicable to this proposed condition.</p> <p><u>GSOA</u> GSOA did not make any specific comments on this proposed condition. However, URCA considers that GSOA’s general comments regarding the possible impact of suspension of licences on satellite-based services are applicable to this proposed condition.</p>		
<p>Condition 19</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>19.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director.</p>	<p><u>The CBL Group</u> The CBL Group proposed the addition of the word President to Condition 19.1(b).</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA does not object to the CBL Group’s proposal.</p>	<p>URCA will amend Condition 19.1(b) to include the word, President. Condition 19 will now read:</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>19.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive</p>

<p>19.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>19.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>19.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>19.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and</p>			<p>Officer/Managing Director or President.</p> <p>19.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>19.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>19.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>19.5 Notwithstanding the above, the Licensee shall designate a</p>
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<p>shall notify URCA promptly should the contact details change.</p> <p>19.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>			<p>person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>19.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>
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**Table 4: Comments and Responses to URCA’s Proposed Modifications, Variations and New Conditions to the CSLRR**

<b>Proposed Condition</b>	<b>Respondents’ Comments</b>	<b>URCA’s Analysis and Response</b>	<b>URCA’s Final Decision and Amendments (in red if any)</b>
<p>Condition 4.2</p> <p>URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.</p>	<p><u>The CBL Group</u> The CBL Group relied on its response to Condition 5.4(ii) of the IOL.</p> <p><u>BTC</u> BTC did not make any specific comments on this proposed condition. However, URCA assumes that BTC’s comments concerning Condition 5.4(ii) of the IOL are also applicable to this proposed condition.</p>	<p>URCA reiterates its response to the concerns raised by the respondents regarding condition 5.4(ii) of the IOL.</p>	<p>No changes.</p>

	<p><u>GSOA</u> GSOA did not make any specific comments on this proposed condition. However, URCA assumes that GSOA's general comments regarding the possible impact of suspension of licences on satellite-based services are applicable to this proposed condition.</p>		
<p>Condition 13</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>13.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director.</p> <p>13.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or</p>	<p><u>The CBL Group</u> The CBL Group proposed the addition of the word President to Condition 13.1(b).</p> <p><u>BTC</u> No comments.</p> <p><u>GSOA</u> No comments.</p>	<p>URCA does not object to the CBL Group's proposal.</p>	<p>URCA will amend Condition 13.1(b) to include the word, President. Condition 13 will now read:</p> <p><b>COMMUNICATIONS AND NOTICES</b></p> <p>13.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:</p> <p>(a) URCA be addressed to: the Chief Executive Officer; and</p> <p>(b) the Licensee, be addressed to: the Chief Executive Officer/Managing Director <b>or President.</b></p>

<p>person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>13.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>13.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>13.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>13.6 URCA may designate the Director of Electronic Communications as the</p>			<p>13.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.</p> <p>13.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.</p> <p>13.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.</p> <p>13.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary</p>
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<p>primary contact on matters related to this Licence.</p>			<p>contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.</p> <p>13.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.</p>
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### 3 Final Determination

HAVING REGARD TO THE COMMUNICATIONS ACT, 2009, THE MAIN OBJECTIVES OF THE ELECTRONIC COMMUNICATIONS POLICY IN THE BAHAMAS;

HAVING REGARD TO THE PRELIMINARY DETERMINATION ON “*MODIFICATIONS AND VARIATIONS TO THE ELECTRONIC COMMUNICATIONS SECTOR INDIVIDUAL LICENCES, CLASS LICENCES AND EXEMPTIONS*” CONSULTATION DOCUMENT – ECS 72/2024 ISSUED BY THE UTILITIES REGULATION AND COMPETITION AUTHORITY ON 20 AUGUST 2024, AND URCA’S CONSIDERATION OF THE COMMENTS SUBMITTED BY INTERESTED PARTIES IN RESPONSE THERETO;

THE UTILITIES REGULATION AND COMPETITION AUTHORITY IN EXERCISE OF ITS POWERS PURSUANT TO SECTION 100 OF THE COMMUNICATIONS ACT, 2009, HEREBY MAKES THE FOLLOWING FINAL DETERMINATION:

For the reasoning and reasons set out in Section E to this Final Determination, the Utilities Regulation and Competition Authority (URCA) determines that:

1. Individual Operating Licence
  - 1.1 The Terms and Conditions for the modified Individual Operating Licence, as contained in Annex A to this Determination, are final and shall take effect from the date of publication thereof on the URCA website.
2. Individual Spectrum Licence
  - 2.1 The Terms and Conditions for the modified Individual Spectrum Licence, as contained in Annex B to this Determination, are final and shall take effect from the date of publication thereof on the URCA website.
3. Class Operating Licence Requiring Registration
  - 3.1 The Terms and Conditions for the modified Class Operating Licence Requiring Registration, as contained in Annex C to this Determination, are final and shall take effect from the date of publication thereof on the URCA website.
4. Class Spectrum Licence Requiring Registration
  - 4.1 The Terms and Conditions for the modified Class Spectrum Licence Requiring Registration, as contained in Annex D to this Final Determination, are final and shall take effect from the date of publication thereof on the URCA website.

5. Class Operating Licence Not Requiring Registration

5.1 The Terms and Conditions for the modified Class Operating Licences Not Requiring Registration, as contained in Annex E to this Final Determination, are final and shall take effect from the date of publication thereof on the URCA website.

6. Class Spectrum Licence Not Requiring Registration

6.1 The Terms and Conditions for the modified Class Spectrum Licence Not Requiring Registration, as contained in Annex F to this Final Determination, are final and shall take effect from the date of publication thereof on the URCA website.

7. Operating Exemption

7.1 The criteria set out in the modified Operating Exemption, as contained in Annex G to this Final Determination, are final and any person who fulfils such criteria shall be exempt from obtaining a licence under section 16(1) of the Communications Act, 2009.

7.2 Provided always that nothing in the modified Operating Exemption shall relieve any person of any legal requirement to firstly obtain any additional consents, permissions, intellectual property rights, authorisations or other licences that are necessary for the establishment, operation, maintenance or improvement of a Network or the provision of an Electronic Communications Service, including obtaining any licences required under the Communications Act, 2009 for the use of Radiocommunications.

8. Spectrum Exemption

8.1 The criteria set out in the modified Spectrum Exemption, as contained in Annex H to this Final Determination, are final and any person who fulfils such criteria shall be exempt from obtaining a licence under section 16(1) of the Communications Act, 2009 for Low Power Devices.

8.2 Provided always that nothing in the modified Spectrum Exemption shall relieve any person of any legal requirement to firstly obtain any additional consents, permissions, intellectual property rights, authorisations or other licences that are necessary for the establishment, operation, maintenance or improvement of a Network or the provision of an Electronic Communications Service.

9. Issuance of the modified Individual Operating Licences (IOL)

9.1 URCA will simultaneously issue modified IOLs comprising substantially the same conditions to IOL Licensees for the remainder of the duration of the period under the existing IOL. Once the remainder of the duration period expires, the IOL Licensee will be required to apply to URCA for the renewal of the IOL for a further fifteen-year period.

- 9.2 An IOL Licensee whose licence expires in 2024 will be required to pay the required renewal licence application fee, as set out in URCA’s published Fee Schedule. All other IOL Licensees whose licence expires after 2024 will not be required to pay the application fee upon the initial issuance of the modified IOL but will be required to do so when applying for renewal of the expired IOL (which will be at the end of the remainder of the fifteen-year duration period of the IOL).
10. Issuance of the modified Individual Spectrum Licences (ISL)
- 10.1 URCA will renew an ISL issued by URCA without a corresponding operating licence that expires in 2024 for the standard fifteen-year period and all other ISLs that expire in any other year will be renewed for the remainder of the fifteen-year period. Once the remainder of the duration period expires, the ISL Licensee will be required to apply to URCA for the renewal of the ISL for a further fifteen-year period.
- 10.2 An ISL Licensee whose licence expires in 2024 will be required to pay the required renewal licence application fee, as set out in URCA’s published Fee Schedule. All other ISL Licensees whose licence expires after 2024 will not be required to pay the application fee upon the initial issuance of the modified ISL but will be required to do so when applying for renewal of the expired ISL (which will be at the end of the remainder of the fifteen-year duration period of the ISL).
11. Issuance of Class Licences
- 11.1 Save for an ISL Licensee that requires a corresponding Class Licence to provide an electronic communications service, URCA will transition all existing Class Licensees to a modified Class Licence over a three-month period after the close of this consultation process. Under this transitional process, URCA will engage with all existing Class Licensees to formally notify and advise them of the effect of URCA’s Determination on the respective modified Class Licences and the requirement for an application to be submitted to URCA for consideration.
12. Renewal of modified Licences
- 12.1 **URCA will not renew, issue, grant or transition a modified Licence to any Licensee that has failed and/or refused to pay all outstanding licence fees or has repeatedly breached the licence condition to pay such fees.**
- 12.2 URCA will stipulate in the modified licence condition regarding the “*Payment of Fees and Contributions*”, that **URCA will suspend the licence for failure and/or refusal by a Licensee to pay licence fees (and interest thereon) and contributions in full, or as charged by URCA.** The effect of the suspension will be that the Licensee shall be prohibited from providing an electronic communication service until such time as all fees and contributions have been paid. The duration of such proposed suspension will not exceed the period until such time as the Licensee pays the outstanding licence fees and

contributions. Consequential to the suspension of the Licence, the charge of fees and contributions by URCA to the Licensee will be paused until such time as URCA notifies the Licensee that the suspension of the Licence has been lifted.

## **4 Conclusion and Next Steps**

1. This Final Determination will be reviewed when circumstances, as determined by URCA, warrant it;
2. This Final Determination is without prejudice to URCA's powers under the Communications Act, 2009, the outcome of any ongoing or future consultations, regulatory or other measures carried out by URCA pursuant to such powers;
3. This Final Determination shall come into effect from the date of its issuance on URCA's website; and
4. URCA will publish the modified ECS licence and exemption documents on its website simultaneously with the issuance of this Final Determination.

## **5 Annexes**

- Annex A. Modified Individual Operating Licence
- Annex B. Modified Individual Spectrum Licence
- Annex C. Modified Class Operating Licence Requiring Registration
- Annex D. Modified Class Spectrum Licence Requiring Registration
- Annex E. Modified Class Operating Licence Not Requiring Registration
- Annex F. Modified Class Spectrum Licence Not Requiring Registration
- Annex G. Modified Operating Exemption
- Annex H. Modified Spectrum Exemption

ANNEX A:

[Name of Licensee]



## INDIVIDUAL OPERATING LICENCE – IO-XX-XXXX (Modified)

Commencement Date: [XXXX]

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## **PART A - GENERAL CONDITIONS**

### **1 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;

**“Alert Message”** means a message to warn the public of an emergency, imminent threat to life and/or property, and/or any other alert messaging requirements mandated by law.

**“Allocation”**, in relation to a CO Code, means allocation by URCA and **“Allocated”** refers to the act of issuing an Allocation;

**“Alternative Dispute Resolution Body”** means the body of persons responsible for administering a relevant Alternative Dispute Resolution Scheme;

**“Alternative Dispute Resolution Scheme”** means procedures approved or established from time to time by URCA in accordance with the relevant section of the Communications Act;

**“American Standards Organisations”** means the American National Standards Institute and ASTM International (formerly known as the American Society for Testing and Materials (ASTM));

**“Approved Equipment”** means, in relation to any Network, Equipment which complies with Condition 16;

**“Artificial Intelligence”** or **“AI”** means:

- (a) technology enabling the programming or training of a device or software to—
  - (i) perceive environments through the use of data;
  - (ii) interpret data using automated processing designed to approximate cognitive abilities; and
  - (iii) make recommendations, predictions or decisions, with a view to achieving a specific objective; and
- (b) generative AI, meaning deep or large language models able to generate text and other content based on the data on which they were trained;
- (c) adaptive AI, incorporating the ability to adopt and improve capabilities through learning from acquired data and the interaction with the environment; and/or

(d) technology that enables a system, device and/or software to exhibit intelligent behaviour, including acquiring, processing, and utilizing information to autonomously learn, adapt, evolve, and perform complex tasks.

**“Associated Facility”** means any Facility which:

(a) is available for use in association with the use of a Network or Carriage Service (whether or not one operated or provided by the person making the Facility available); and

(b) is so available for the purpose of:

- (i) making the operation of that Network or provision of that service possible;
- (ii) making possible the provision of other services provided by means of that Network or service; or
- (iii) supporting the provision of such other services;

**“Caller Location Information”** means any data or information processed in a Network indicating the geographic position of the terminal equipment of a person initiating a call;

**“CO Code”** means central office codes as specified in The Bahamas Numbering Plan;

**“Code of Practice for Complaints”** means a code of practice published pursuant to Condition 23 and in accordance with the relevant section of the Communications Act;

**“Code of Practice for Sales and Marketing”** means a code of practice established in accordance with Condition 43.7;

**“Commencement Date”** means the date of grant of this Licence;

**“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 the relevant section of the Communications Act;

**“Condition”** means a condition in this Licence;

**“Cybersecurity”** means the measures taken to protect electronic information, systems, networks and hardware from cyber-incidents, cyberattacks, unauthorized access, damage

or disruption, including:

- (a) protecting the confidentiality, integrity, and availability of data; and
- (b) preventing cyber-incidents and cyberattacks that threaten the security, integrity and availability of Public Electronic Communications Networks and Public Electronic Communications Carriage Services; and
- (c) ensuring the reliability and availability of Public Electronic Communications Networks and Public Electronic Communications Carriage Services;

**“Directory”** means a printed document containing Directory Information on Subscribers of Public Telephone Services in The Bahamas which is made available to members of the public;

**“Directory Enquiry Facility”** means the provision of Directory Information by means of a Public Telephone Network;

**“Directory Information”** means:

- (a) in the case of a Directory, the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Public Telephone Services and,
- (b) in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber or information that such a Telephone Number of the Subscriber may not be supplied;

**“Emergency Call Numbers”** means the Telephone Numbers “911” and “919” and any other Telephone Number designated as emergency call numbers by URCA;

**“Emergency Organisation”** means in respect of any locality:

- (a) the relevant public police, fire, ambulance, and maritime search and rescue services for that locality; and
- (b) any other organisation, as directed from time to time by URCA as providing a vital service relating to the safety of life in emergencies;

**“End to End Connectivity”** means the facility:

- (a) for different End-Users of the same Network or Carriage Service to be able to communicate with each other; and
- (b) for the End-Users of different Networks or Carriage Services to be able to

communicate with each other, each using the Network or Carriage Service of which each is an End User;

**“End-User”** in relation to Public Telephone Service or other publicly-available Carriage Service, means:

- (a) a person who, otherwise than as a Licensee, is a Subscriber for that service; or
- (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;

**“Force Majeure”** means any event or effect that can be neither anticipated nor controlled by the Licensee and includes both acts of nature such as earthquakes, floods, lightning strikes and hurricanes, and acts of people such as riots, civil disorders, terrorism, declared states of emergency, pandemic and wars;

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

**“Infrastructure”** means any structure which bears, carries or routes any Signal carrying or processing elements of a Network and includes towers, masts, poles, antennae mounting, ducts, duct chambers or other similar civil engineering or works structure;;

**“Intellectual Property Rights”** means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

**“International Standards Bodies”** means the International Telecommunication Union (ITU), European Committee for Standardisation (CEN), the European Committee for

Electrotechnical Standardisation (CENELEC), the European Telecommunications Standards Institute (ETSI), 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;

**“Land Rights”** means the land rights provisions set out under the relevant section of the Communications Act;

**“National Alert Warning System”** or **“NAWS”** means the alert system operated and managed by the Ministry of National Security, the Royal Bahamas Police Force and/or any other Government Ministry and/or agency for the purpose of broadcasting and disseminating Alert Messages to the public.

**“Network Interconnection Interface”** means the Technical Characteristics of each interface at any Network Interconnection Point;

**“Network Interconnection Point”** means the physical location at which Interconnection between different Public Networks takes place;

**“Notified Licensees”** means Licensees notified by the Named Licensee to URCA pursuant to the relevant provision of the Communications Act;

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

**“Pay Telephone”** means a telephone 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 dialing codes. For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone;

**“Public Pay Telephone”** means a Pay Telephone available to the general public;

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

**“Public Electronic Communications Network”** means a Network which is used to provide Public Electronic Communications Carriage Services; it supports the transfer between

Network Termination Points of speech Communications, and also other forms of communication, such as facsimile and data;

**“Public Electronic Communications Carriage Service”** means a Public Service for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in the Bahamas Numbering Plan, and in addition may, where relevant, include one or more of the following services:

- (a) directory Enquiry Facilities;
- (b) provision of Public Pay Telephones;
- (c) fixed broadband services;
- (d) fixed telephony services;
- (e) mobile broadband services;
- (f) mobile telephony services;
- (g) satellite broadband services;
- (h) satellite telephony services;
- (i) pay television services; or
- (j) free-to-air television services.

**“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;

**“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;

**“Served Premises”** means a single set of premises in single occupation where Equipment has been installed for the purpose of the provision of Carriage Services by means of a Network at those premises;

**“Slamming”** means misselling where a Subscriber is switched from an Other Operator to the Licensee without the express knowledge or consent of the Subscriber, including where there has been no contact at all between the Licensee and the Subscriber;

**“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;

**“Technical Characteristics”** means the physical, electrical and other relevant characteristics and the Network interworking and service management protocols;

**“Telephone Number”** means any number, including data of any description, that is used (whether or not in connection with telephony) for any one or more of the following purposes:

- (a) identifying the destination for, or recipient of, a Signal;
- (b) identifying the origin, or sender, of a Signal;
- (c) identifying the route for a Signal;
- (d) identifying the source from which a Signal or Carriage Service:
  - (i) may be obtained or accessed;
  - (ii) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or
- (e) identifying the Licensee by means of whose Network or service a Signal is to be transmitted, or treated as transmitted;

**“Toll Free Services”** means calls to Telephone Numbers that are toll free under the Bahamas National Numbering Plan;

**“Traffic Data”** means any data comprised in a Signal:

- (a) identifying or purporting to identify any person or location to or from which the Signal is or may be transmitted;
- (b) identifying or selecting, or purporting to identify or select, Equipment to or from which, or by means of which, the Signal is or may be transmitted;

(c) for the actuation of Equipment used for the purposes of the relevant Network for effecting the transmission of the Signal; or

(d) any data identifying the Traffic Data or any other Signals as being comprised in or attached to a particular Signal;

**“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:

- (i) 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;
- (ii) for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;
- (iii) subject to Condition (i) above, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;
- (iv) 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;
- (v) 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;
- (vi) headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;
- (vii) references to any law or statutory instrument include any modification, amendment, re-enactment or legislative provisions substituted for the same;
- (viii) use of the word “include” or “including” is to be construed as being without limitation;

- (ix) expressions cognate with those referred to in this Licence shall be construed accordingly;
- (x) 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
- (xi) reference to persons shall include firms or companies.

## **2 DURATION**

- 2.1 This Licence shall come into force on the Commencement Date and shall continue in force until the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date.
- 2.2 This Licence may be further renewed as specified by the procedures in the relevant section of the Communications Act.

## **3 SURRENDER OF LICENCE**

- 3.1 This Licence may be surrendered by the Licensee by submitting an application to URCA in accordance with the procedure established under URCA's Guidance On The Licensing Regime, as amended from time to time.

## **4 NATURE AND SCOPE OF THE LICENCE**

- 4.1 URCA grants to the Licensee:
  - (i) a right to provide any Carriage Services; and
  - (ii) 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 and the provisions of the Communications Act.
- 4.2 Subject to Condition 45 and to the Land Rights, the Licensee is entitled to carry out any and all projects, construction, and trading activities relating to the establishment, operation, maintenance and improvement of the Network.
- 4.3 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.

- 4.4 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA's Regulatory and Other Measures shall prevail.
- 4.5 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, Intellectual Property Rights, 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.
- 4.6 In accordance with the relevant section of the Communications Act, the Licensee shall ensure that the administration and management of the business associated with the establishment, operation and maintenance of the Network and the provision of the Carriage Services shall be conducted from premises in The Bahamas.

## **5 PAYMENT OF FEES AND CONTRIBUTIONS**

- 5.1 URCA issues this Licence on the condition that outstanding fees and contributions as notified and/or invoiced by URCA are paid in full by the Licensee. Outstanding fees and contributions calculated in accordance with this Condition 5.1 shall be paid in full by the Licensee within sixty (60) calendar days of the date of URCA's invoice issued to the Licensee. URCA reserves the right to revoke this Licence for non-payment of outstanding fees and contributions.
- 5.2 The Named Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act:
- (i) any URCA Fees;
  - (ii) the Communications Licence fees notified by URCA on behalf of the Minister;
  - (iii) the contribution to the Universal Service Fund set by URCA from time to time in accordance with the Communications Act; and
  - (iv) the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.
- 5.3 For each Financial Year of the Licence, any annual fees payable by the Named Licensee under the relevant section of the Communications Act shall be based upon the following accounts or, where appropriate, business plan for the Named Licensee and each of the

Notified Licensees (or, where these are consolidated, the Named Licensee's consolidated accounts showing the turnover and revenue for the Named Licensee and each of the Notified Licensees):

- (i) the last available audited accounts not exceeding two (2) years of the current billing year of the Licensee; or
- (ii) where the Licensee does not have any available audited accounts that meet the criterion set out in Condition 5.2(i) above, or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants not exceeding one (1) year of the current billing year; or
- (iii) where the Licensee does not have any available accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants, URCA shall bill the Licensee the minimum flat fee as provided in URCA's Fee Schedule until such time as URCA receives the Licensee's certified accounts.

5.4 The annual fees calculated in accordance with Condition 5 shall be paid by the Licensee within thirty (30) calendar days of the date of URCA's invoice issued to the Licensee, with any adjustment due as a result of the accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants 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.

5.5 Without prejudice to Condition 7, in the event of a default by the Named Licensee in the payment of any fees when due under this Licence:

- (i) the Named Licensee shall pay to URCA interest under the relevant sections of the Communications Act; and
- (ii) URCA may suspend this Licence; or
- (iii) URCA may revoke this Licence under the terms of the Communications Act where the licensee repeatedly contravenes or fails to cure the obligation to pay fees and/or interest under this Licence.

## **6 INFORMATION, AUDIT, INSPECTION AND ACCESS**

### **6.1 URCA may require:**

- (i) 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;
- (ii) the Named Licensee or any Notified 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;
- (iii) the Named Licensee to notify URCA of the details of all Subsidiary Undertakings providing a Network or Carriage Service under this Licence or providing a Content Service; and
- (iv) the Licensee to permit a person authorised by URCA to carry out an inspection.

## **7 BREACH OF LICENCE**

7.1 Where 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 laws against either the Named Licensee or that Notified Licensee.

7.2 The Named Licensee shall be liable for all the acts and omissions of each of the Notified Licensees in respect of its obligations under this Licence.

7.3 Without prejudice to the Named Licensee's other obligations under this Licence, where a Notified Licensee has done something which would if done by the Named Licensee:

- (i) be prohibited or not authorised by this Licence; or
- (ii) require the Named Licensee to take or refrain from taking a particular action under this Licence and that no Licensee, including the Named Licensee, has met that further requirement,

then, where URCA is not satisfied that the Named Licensee has taken all reasonable steps to prevent any Notified Licensee from acting in that way, URCA may direct that the Named Licensee take such steps as URCA deems appropriate for the purpose of remedying the matter, including restraining the defaulting Notified Licensee from carrying on with such commercial activities connected with Networks or Carriage Services as URCA may determine.

## **8 MODIFICATION, VARIATION AND REVOCATION**

URCA may modify, vary or revoke this Licence in accordance with the procedures set out in the relevant section of the Communications Act.

## **9 CHANGE IN CONTROL**

9.1 The Licensee shall obtain URCA's approval of any change in control of the Named Licensee or any Notified Licensee prior to the change in control occurring.

9.2 Without limiting URCA's ability and duty to apply the merger control provisions under the Communications Act, URCA may object to a change in control where in URCA's view the acquirer would not meet any of the criteria referred to in, or set by URCA pursuant to the relevant sections of the Communications Act.

## **10 ASSIGNMENT**

10.1 The Licensee shall not, without the prior written consent of URCA, sub-licence, 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 Public Electronic Communications Carriage Service that the Licensee is obliged to provide under this Licence.

10.2 Save for default by the Licensee in relation to a mortgage, charge or other transaction entered into by the Licensee, Condition 10.1 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 Public Electronic Communications Network or providing the Public Electronic Communications Carriage Services or the provision of anything incidental to the Public Electronic Communications Network or the Public Electronic Communications Carriage Services.

## **11 COMMUNICATIONS AND NOTICES**

- 11.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:
- (a) URCA be addressed to:  
the Chief Executive Officer; and
  - (b) the Licensee, be addressed to:  
the Chief Executive Officer/Managing Director or President.
- 11.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.
- 11.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.
- 11.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.
- 11.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.
- 11.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.

## **PART B - GENERAL ACCESS AND INTERCONNECTION OBLIGATIONS**

### **12 OBLIGATION TO NEGOTIATE ACCESS AND INTERCONNECTION**

- 12.1 Subject to the Conditions of this Licence, the Communications Act, any Regulatory and Other Measures issued by URCA pursuant to the Communications Act and any other relevant law, the Licensee is required in good faith to negotiate, conclude and amend

agreements with any Other Operator for Interconnection, Access and other related services, including the types and amount of charges.

- 12.2 Subject to any other terms of this Licence and the Competition Provisions of the Communications Act, where the Licensee acquires information from any Other Operator before, during or after the process of negotiating or arranging Interconnection or Access and where such information is acquired in confidence in connection with and solely for the purpose of such negotiations or arrangements, the Licensee shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other person without the prior written approval of the Other Operator.

### **13 MUST-CARRY OBLIGATIONS**

- 13.1 The Licensee shall, on a direction of URCA made from time to time for the purposes of this Condition 13 broadcast or otherwise transmit any service specified in that direction.

## **PART C - STANDARDS AND TECHNICAL OBLIGATIONS**

### **14 TECHNICAL REGULATIONS**

- 14.1 The Licensee shall comply with all Regulatory and Other Measures issued by URCA under the relevant section of the Communications Act in relation to technical standards for Electronic Communications Networks and systems, Electronic Communications equipment, including End-User Equipment at Network Termination Points, and procedures for testing such equipment and apparatus.
- 14.2 In accordance with the relevant section of the Communications Act, the Licensee shall not use or supply any Facilities that do not comply with relevant technical rules, standards, conditions and approval processes established by URCA. The Licensee may request approval or consent from URCA for any Facilities and URCA shall not unreasonably withhold such consent.
- 14.3 Notwithstanding Condition 15, the Licensee shall as soon as reasonably practicable cease to provide any Carriage Service that uses any Equipment that:
- (i) has not been approved, licensed or exempted from approval or licensing by URCA; or

- (ii) no longer meets the requirements for approval or licensing by URCA, in respect of which URCA has issued a notice to that effect to the person who has under his control such Equipment.
- 14.4 The Licensee shall not impose technical or other Conditions or employ any arrangements for the provision of its Carriage Services or for the use of its Network or any Equipment in connection with its provision of Carriage Services or the use of its Network other than those set by URCA.
- 14.5 In particular, the Licensee shall not, except where URCA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the provision of any Other Operator's Carriage Services with its Carriage Services or Access and Interconnection between its Network and any other Network.
- 14.6 Subject to Condition 16, the Licensee shall not modify or interfere with its Network or its operation or monitor Communications Data transmitted by means of its Network, so as to make those Communications Data available, whilst being transmitted, other than to the sender or intended recipient of the Signals.
- 14.7 The Licensee shall take all appropriate measures to safeguard the security and integrity of its Carriage Services, including, where relevant and necessary, in conjunction with its Network.

## **15 STANDARDISATION AND SPECIFIED INTERFACES**

- 15.1 The Licensee shall comply with any relevant compulsory standards and/or specifications published by International Standards Bodies for the provision of Carriage Services, technical interfaces and/or Network functions in connection with any of its Networks or Carriage Services. 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.
- 15.2 In the absence of such standards, specifications or recommendations referred to in Condition 15.1, the Licensee shall take full account of any other standard specified by URCA in a direction under this Condition 15.2 for the purposes of service and Network

interoperability and Interconnection, provided that URCA shall not make such a direction where an appropriate international standard is expected to be promulgated within a reasonable time.

15.3 URCA may from time to time issue a direction under this Condition 15.3 requiring a specified Network Interconnection Interface to be compliant with a specified standard. Any such direction shall be to ensure End to End Connectivity and inter-operability, and shall only require compliance with a relevant standard in existence as referred to in Conditions 15.2.

15.4 The Licensee shall not be required to comply with Condition 15.3 above where any Other Operator seeking Interconnection with the Licensee's Network at the relevant Network Interconnection Point does not require it to do so.

## **16 CHANGES TO NETWORKS**

16.1 The Licensee shall give prior written notice to URCA and shall notify all Other Operators who may be affected by any changes it intends to implement in the configuration, specification or performance of any of its Networks which would require changes to any Equipment or Networks connected to any of its Networks or which would materially adversely affect the Other Operators, including having the effect of making such connections inoperable or otherwise materially adversely affecting interoperability.

16.2 The period of notice given under Condition 16.1 shall be appropriate to the likely impact on the Other Operators affected and on connected equipment or systems and shall be approved by URCA.

16.3 Where URCA notifies the Licensee that it considers that a change in the Network(s) referred to in Condition 16.1 would require an Other Operator to make major changes in its own Network in order to connect its Network to the Licensee's Network(s), the Licensee shall have due regard to the impact and costs on Other Operators. The Licensee may be liable to compensate Other Operators where so directed by URCA.

## **17 MATTERS OF NATIONAL INTEREST**

17.1 In addition to complying with the National Interest Matters provisions under the Communications Act, the Licensee shall:

- (i) take reasonable steps to prevent the operation of any Networks and provision of the Carriage Services being used in the commission of offences against the laws of The Bahamas or in criminal activities and enterprises; and
- (ii) assist the officers and authorities of the Government when reasonably required to do so for the purposes of enforcing criminal law, protecting the interests of the revenue and the interests of the public, and protecting national security.

## **18 Traffic Data Retention**

18.1 Subject to Condition 0 below, the Licensee shall, on the request of and in consultation with:

- (i) the authorities responsible for protecting national security or preventing or detecting crime; and
- (ii) such departments of central and local government as URCA may from time to time direct for the purposes of this Condition,  
make arrangements for the retention of all Traffic Data in respect of End-Users of its Network.

18.2 Subject to Condition 18.30 below, the Licensee shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.

18.3 Nothing in this Condition 18 precludes the Licensee from making the implementation of any such arrangements conditional upon it being permitted to recover its reasonable costs incurred in making or implementing any of those arrangements.

## **19 ARTIFICIAL INTELLIGENCE (AI)**

19.1 The Licensee shall notify URCA within thirty (30) calendar days of the deployment of any AI technology within its Public Electronic Communications Networks and Public Electronic Communications Carriage Services. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee's Public Electronic Communications Networks and Public Electronic Communications Carriage Services.

19.2 The Licensee shall notify URCA, within thirty (30) calendar days of the issue date of this licence, of any AI technology used within its Public Electronic Communications Networks

and Public Electronic Communications Carriage Services that had been deployed prior to the issuance of this licence. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee's Public Electronic Communications Networks and Public Electronic Communications Carriage Services.

- 19.3 The Licensee shall ensure that any deployed AI technologies comply with all applicable laws, as amended from time to time, regarding the protection of personal data, sensitive personal data and Cybersecurity.
- 19.4 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning the use of AI technology in its Public Electronic Electronics Networks and Public Electronic Carriage Services.
- 19.5 The Licensee shall ensure that any AI technology deployed in its Public Electronic Communications Networks or Public Electronic Communications Carriage Services adhere to ethical principles, including transparency, accountability and fairness. In this regard, the Licensee shall implement organizational and technical measures that prevent and mitigate any potential biases, discriminations, and/or any other ethical concerns associated with AI algorithms.

## **20 HEALTH, SAFETY AND ENVIRONMENT**

- 20.1 In connection with the operation of its Public Electronic Communications Networks and the provision of its Public Electronic Communications Carriage Services, the Licensee shall implement appropriate and adequate technical and organisational measures to safeguard life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any Equipment.
- 20.2 The Licensee shall implement appropriate organisational measures to ensure public safety around Equipment, including fencing, clear signage, restricting access to hazardous areas and implementing waste management plans for the disposal of hazardous and non-hazardous waste.
- 20.3 The Licensee shall comply with all applicable laws, as amended from time to time, regarding public health and safety and the environment.
- 20.4 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other

Measures issued by URCA to facilitate the minimisation of adverse environmental impact and public health and safety concerns regarding its Equipment, in the operation of its Public Electronic Communications Networks and the provision of its Public Electronic Communications Carriage Services.

- 20.5 The Licensee shall implement organisational measures to minimise any adverse environmental impact of its operations. This includes the deployment of energy-efficient technologies and renewable energy technologies where feasible.

## **21 CYBERSECURITY**

- 21.1 The Licensee shall implement and maintain appropriate technical and organizational measures to safeguard the security of its Public Electronic Communications Networks and Public Electronic Communications Carriage Services, including protecting against, mitigating and resolving unauthorized access, data breaches, cyber-incidents, cyberattacks and any other activities that may compromise the confidentiality, integrity, functioning and availability of its Public Electronic Communications Networks and Public Electronic Communications Carriage Services.
- 21.2 The Licensee shall comply with all applicable laws, as amended from time to time, regarding the protection of personal data, sensitive personal data and Cybersecurity.
- 21.3 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning Cybersecurity, including measures relating to network security, incident reporting and risk management.
- 21.4 The Licensee shall align and adopt organisational measures and practices recommended from time to time by International Standards Bodies, including the ISO/IEC 27001 standards.

## **22 NATIONAL ALERT WARNING SYSTEM (NAWS)**

- 22.1 The Licensee shall support national security and public safety initiatives by assisting the Ministry of National Security, the Royal Bahamas Police Force and/or any other authorised Government Ministry and/or agency in the broadcasting and dissemination of all Alert Messages through the NAWS, and/or any other alert messaging system mandated by law in priority over all other Network traffic data.

- 22.2 The Licensee shall ensure that its Public Electronic Communications Network and Equipment is integrated with the NAWS and/or any other alert messaging system mandated by law as prescribed by the Ministry of National Security, the Royal Bahamas Police Force and any other authorised Government Ministry and/or agency. This includes maintaining the technical readiness of all relevant systems and Equipment to promptly and effectively broadcast and disseminate all Alert Messages.
- 22.3 The Licensee shall regularly review and update its systems, procedures, Public Electronic Communications Networks and Equipment related to the NAWS and/or any other alert messaging system mandated by law in coordination with the Ministry of National Security, the Royal Bahamas Police Force and any other authorised Government Ministry and/or agency, to ensure the technical readiness of such systems, procedures, Public Electronic Communications Networks and Equipment to broadcast and disseminate all Alert Messages through the NAWS and/or any other alert messaging system mandated by law.
- 22.4 The Licensee shall comply with all applicable laws from time to time relating to the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.
- 22.5 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.
- 22.6 The Licensee shall not recover any cost associated with the implementation, operation, and maintenance of the NAWS and/or any other alert messaging system mandated by law from its customers. This includes additional fees, surcharges, or increases in rates attributed to the NAWS and/or any other alert messaging system mandated by law.

#### **PART D - CONSUMER PROTECTION OBLIGATIONS**

- 23.1 The Licensee shall comply with Consumer Protection Regulations for the Electronic Communications Sector issued by URCA, as amended from time to time, in relation to the following:

- (i) Requirement to offer contracts with minimum terms;
- (ii) Code of Practice for Complaints;
- (iii) Metering and Billing;
- (iv) Non-payment of Bills; and
- (v) Notification to Customers of Planned, Emergency Planned and Unplanned Outages.

## **24 ITEMISED BILLS**

24.1 The Licensee shall provide to each of its Subscribers, on request, and either at no extra charge or for a reasonable fee, a basic level of itemised billing. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow the Subscriber to:

- (i) verify and control the charges incurred by the Subscriber in using any Public Service; and
- (ii) adequately monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over his bills.

24.2 URCA may from time to time direct the minimum level of itemisation to be provided by the Licensee under Condition 24.1.

24.3 The Licensee shall ensure that calls which are made from a Subscriber's telephone which are Toll Free Services, including calls to distress hotlines, shall not be identified in the Subscriber's itemised bill.

24.4 The Licensee shall not be subject to Condition 24.1 in respect of any Subscriber where:

- (i) it provides Public Services to the Subscriber on a pre-paid basis; and
- (ii) the Subscriber has an alternative means, free of charge, of adequately monitoring the Subscriber's usage and expenditure.

## **25 QUALITY OF SERVICE**

25.1 The Licensee shall, on the direction of URCA, publish adequate and up to date information on the quality of its Carriage Services in a format that may be used by End-Users for industry comparison.

25.2 Subject to Condition 25.3, where URCA makes a direction under Condition 25.1 it may amongst other things direct:

- (i) the quality of service parameters to be measured;
- (ii) the consequences of non-compliance with the quality of service parameters to be measured;
- (iii) the content and form of the information to be published, and how the comparability of the information is to be validated. For the purposes of validation, URCA may require independent audit of the specified information;
- (iv) the manner of publication of the information;
- (v) the timing of publication of the information; and/or that the Licensee shall provide URCA with a copy of the information to be published well in advance of the publication as agreed by URCA.

25.3 URCA shall only make such a direction under Condition 25.1 to be effective no sooner than twelve (12) months after the launch of any new Public Services to End-Users.

## **26 OUTAGE REPORTING AND MITIGATION**

26.1 The Named Licensee shall notify and submit reports to URCA on major planned, emergency planned and unplanned outages in accordance with the Outage Reporting and Mitigation Regulations for the Electronic Communications Sector, as published and amended by URCA from time to time.

26.2 The Named Licensee shall take all reasonable steps as are required to prevent and resolve unplanned outages to the provision of its Public Electronic Communications Carriage Services and operation of its Public Electronic Communications Networks. The Named Licensee shall inform URCA on a regular basis about measures taken to deal with the unplanned outages.

## **27 FAIR DEALING**

27.1 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.

- 27.2 In the case of Subscribers who have contracted for Carriage Services for which they will pay after usage, the Licensee must provide such Subscriber with invoices:
- (i) in writing, which may be transmitted electronically where the subscriber consents;
  - (ii) on a regular basis;
  - (iii) in a plain and simple format;
  - (iv) that provide accurate information about the Carriage Services provided and the amounts due for each Carriage Service; and
  - (v) that clearly indicate the method of calculation of prices for any Carriage Service for which invoices are based on the duration of calls or other measure of usage.
- 27.3 In the case of Subscribers who have purchased Carriage Services for which they have paid prior to the provision of such Carriage Services, the Licensee must permit such Subscriber on request to review his expenditures.
- 27.4 The Licensee shall not make or cause to be made any claim or suggestion regarding the availability, price or quality of its Electronic Communications 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.
- 27.5 The Licensee shall provide services to Residential Customers and Small Business Customers on terms that are fair, reasonable and non-discriminatory.
- 27.6 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.
- 27.7 The Licensee shall not engage in any Slamming activities and shall obtain Subscribers' authorisations and verification of those authorisations prior to executing any change in provider of a Public Service from an Other Operator to the Licensee. Where URCA prescribes any form or manner for verification of Subscribers' authorisations for the prevention of Slamming, the Licensee shall maintain Records of verification in such a form or manner for a minimum period of twelve (12) months.

## **28 CONFIDENTIALITY OF SUBSCRIBER'S INFORMATION**

- 28.1 Subject to Conditions 28.2 and 28.3, any other provision of this Licence or any provision of the Act or another enactment, the Licensee –
- (i) must not without a Subscriber's consent collect, use, maintain or disclose information about a Subscriber for any purpose; and
  - (ii) must apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such information.
- 28.2 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.
- 28.3 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.
- 28.4 The Licensee must ensure that information it discloses or retains concerning a Subscriber is accurate and complete for its intended use.
- 28.5 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.
- 28.6 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.

## **29 CONFIDENTIALITY OF COMMUNICATIONS**

- 29.1 The Licensee must take all reasonable steps to ensure the confidentiality of its End-Users' Communications.
- 29.2 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 law.

## **PART E - PUBLIC ELECTRONIC COMMUNICATIONS NETWORK AND PUBLIC ELECTRONIC COMMUNICATIONS CARRIAGE SERVICES OBLIGATIONS**

The following Conditions in Part E of this Licence, apply only where the Licensee establishes, maintains and operates a Public Electronic Communications Network or provides Public Electronic Communications Carriage Services in The Bahamas, as applicable.

### **30 PROPER AND EFFECTIVE OPERATION OF PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS AND PROVISION OF PUBLIC ELECTRONIC COMMUNICATIONS CARRIAGE SERVICES**

#### **30.1 Continuity of Public Electronic Communications Networks and Public Electronic Communications Carriage Services**

30.1.1 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible:

- (i) the proper and effective functioning of any Public Electronic Communications Network provided by it at all times, and
- (ii) in the event of Force Majeure, the availability of the Public Electronic Communications Carriage Services provided by it, including uninterrupted access to Emergency Organisations as part of any Public Electronic Communications Carriage Services offered by it.

30.1.2 The Licensee shall ensure that any restrictions imposed by it on access to and use of a Public Electronic Communications Network operated by it on the grounds of ensuring compliance with Condition 30.1.1 are proportionate, non-discriminatory and based on objective criteria identified in advance.

### **31 Emergency Call Numbers**

31.1 The Licensee shall ensure that its Public Electronic Communications Network is capable of providing any End-User with access to Emergency Organisations by using the Emergency Call Numbers at no charge and, in the case of a Pay Telephone, without having to use coins or cards.

31.2 The Licensee shall ensure that any End-User can access Emergency Organisations via a public emergency call service, being an Electronic Communications Service that enables an End-User, at any time and without incurring any charge or requiring any token, to

communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency.

- 31.3 The Licensee shall, to the extent technically feasible, make Caller Location Information for all calls to the Emergency Call Numbers available to the Emergency Organisations handling those calls.

## **32 Disaster Management and Emergency Planning**

- 32.1 In context of Condition 32, the terms Critical Electronic Communications Infrastructure, Disaster, and First Level Responders shall have the same meanings as assigned to them in the Disaster Management Regulations for the Electronic Communications Sector in The Bahamas.

- 32.2 The Licensee shall comply with all provisions of the Disaster Management Regulations for the Electronic Communications Sector in The Bahamas to ensure network resilience and encourage the rapid restoration of Critical Electronic Communications Infrastructure and services after a Disaster or national emergency.

- 32.3 Subject to Condition 32.5, the Licensee shall, on the request of and in consultation with:
- (i) First Level Responders;
  - (ii) Emergency Organisations; and
  - (ii) such other persons or organisations required by law to perform functions related to the mitigation of and response to national emergencies and Disasters in The Bahamas;

make arrangements for the operation and provision or rapid restoration of such Public Electronic Communications Networks and Public Electronic Communications Carriage Services as are practicable and may reasonably be required in any major incident having a significant effect on the general public.

- 32.4 Subject to Condition 32.5, the Licensee shall implement any arrangements requested in accordance with Condition 32.3, in so far as is reasonable and practicable to do so.

- 32.5 Nothing in this Condition 32 precludes the Licensee from:
- (a) recovering the reasonable and efficient costs incurred in making or implementing any such arrangements; or

- (b) making the implementation of any such arrangements Conditional upon being indemnified by the person for whom the arrangements are to be implemented for all reasonable and efficient costs incurred as a consequence of the implementation.

### **33 Public Pay Telephones**

33.1 The Licensee shall ensure that every Public Pay Telephone in its Public Electronic Communications Network that is permanently installed on Public Land and to which the public has access at all times can access operator assistance services and a Directory Enquiry Facility, except where such services or Facilities have been rendered inaccessible by the Licensee for the purposes of debt management.

33.2 Where the Licensee provides a Public Electronic Communications Carriage Service, it shall display and take all reasonable steps to keep displayed prominently on or around each of its Public Pay Telephones a notice specifying:

- (a) the minimum charge for connection;
- (b) call charge information;
- (c) methods of payment;
- (d) a statement as to whether incoming calls can be received, and if so, the Telephone Number of the Public Pay Telephone;
- (e) contact information in the event of services complaints;
- (f) contact information for Emergency Organisations;
- (g) the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations; and
- (h) that calls to Emergency Organisations using the Emergency Call Numbers may be made from the Public Pay Telephone free of charge and without having to use coins or cards.

33.3 The Licensee shall give at least ninety (90) calendar days' notice before withdrawing from service a Public Pay Telephone.

### **34 Operator Assistance, Directories and Directory Enquiry Facilities**

34.1 The Licensee shall ensure that its Public Electronic Communications Network is capable of providing:

- (a) any Public Pay Telephone that is permanently installed on Public Land and to which the public has access at all times; and
- (b) any End-User with access to:
  - (i) operator assistance services; and
  - (ii) subject to any direction by URCA, a Directory Enquiry Facility containing Directory Information on all Subscribers in The Bahamas who have been assigned Telephone Numbers by the Licensee and any Other Operator, except those Subscribers who have exercised their right to have their Directory Information removed,  
except where such services or Facilities have been rendered inaccessible to a particular End-User by the Licensee at the End-User's request or for the purposes of debt management.

34.2 Unless directed otherwise by URCA, where the Licensee assigns Telephone Numbers to Subscribers, it shall ensure that each of those Subscribers is, on request, supplied with a Directory containing Directory Information on all of its Subscribers who have been assigned Telephone Numbers in the Subscriber's local area. Directories containing Directory Information for all other Subscribers outside the local area who have been assigned Telephone Numbers by the Licensee and any Other Operator must be supplied to the Subscriber on request. Any Directories supplied shall not contain Directory Information for those Subscribers who have exercised their right to have their Directory Information removed.

34.3 A Directory may be produced by the Licensee, or by another person. Where a Directory is produced by the Licensee, the Licensee shall ensure that it is updated on a regular basis (at least once a year). URCA may from time to time direct that a Directory is available in a particular form.

34.4 The Licensee may charge its Subscribers or End-Users a reasonable fee for making available a Directory Enquiry Facility, local Directory and any additional Directories, and may charge its Subscribers a reasonable fee for inclusion of non-standard Directory Information in a Directory or as part of a Directory Enquiry Facility.

## **35 PROVISION OF DIRECTORY INFORMATION**

35.1 Where the Licensee has been Allocated Telephone Numbers in accordance with this Condition 34, it shall meet all reasonable requests from any person to make available the Directory Information of:

- (i) its Subscribers who have been assigned those Telephone Numbers; and
- (ii) any other End-User assigned a Telephone Number originally Allocated to the Licensee,

for the purposes of the provision of Directories and Directory Enquiry Facilities.

35.2 Where the Licensee has been authorised (either directly or indirectly) to use Telephone Numbers Allocated to another person, it shall on request supply to:

- (i) the person who was originally Allocated such Telephone Numbers; or
- (ii) where different from the above, the person who authorised the use of such Telephone Numbers by it,

the Directory Information of the Licensee's Subscribers and of any other End-User assigned a Telephone Number from such Telephone Numbers.

35.3 Where the Licensee is requested to supply Directory Information in accordance with Conditions 35.1 or 35.2, it shall do so on terms which are fair, cost-oriented and non-discriminatory, and in a format which is agreed between the Licensee and the person requesting the information. The Licensee shall comply with any direction made by URCA from time to time with respect to the format to be applied to the information.

## **36 ALLOCATION AND USE OF CO CODES AND OTHER NUMBERING RESOURCES**

36.1 The Licensee shall comply with the Bahamas National Numbering Plan that is in force.

### **General Prohibitions on Use**

36.2 The Licensee may only use a numbering resource from the Bahamas National Numbering Plan where that resource has been Allocated to a person, unless the use in question is for the purposes of indicating that the numbering resource has not been Allocated.

### **Requirements in Connection with the Assignment of Telephone Numbers**

36.3 The Licensee shall have a plan for assigning Telephone Numbers out of each CO Code block as URCA may Allocate to it from time to time. Except where URCA otherwise

consents in writing, such plan shall be consistent with the Bahamas National Numbering Plan.

- 36.4 When applying for CO Codes, the Licensee shall provide such details to URCA as are required in the Bahamas National Numbering Plan and the associated guidelines, or any other instruction issued by URCA.
- 36.5 The Licensee shall install, maintain and adjust its Network so that it routes Signals and otherwise operates in accordance with the Bahamas National Numbering Plan and any Allocation of numbering resources made by URCA from time to time.
- 36.6 Where CO Codes have been Allocated to the Licensee, the Licensee shall ensure that Telephone Numbers within the CO Code are assigned to Subscribers or otherwise used effectively and efficiently.
- 36.7 The Licensee shall take all reasonably practicable steps to ensure that its Subscribers, in using Telephone Numbers, comply with the provisions of this Condition, where applicable, and the provisions of the Bahamas National Numbering Plan.

#### **Application for Allocation or Reservation of Telephone Numbers**

- 36.8 When applying for an Allocation or reservation of CO Codes, the Licensee shall:
- (i) use an appropriate application form contained in the Bahamas National Numbering Plan and its guidelines, or as directed by URCA from time to time;
  - (ii) provide such information as required by URCA on the application form; and
  - (iii) provide to URCA, on request, any other information considered by URCA to be relevant to the application, and the supply of which does not place an undue burden on the Licensee.

#### **Withdrawal of a Number Allocation**

- 36.9 URCA may withdraw an Allocation of the relevant CO Codes and other numbering resources from the Licensee in accordance with the Bahamas National Numbering Plan, where the Licensee has not :
- (i) activated and confirmed the activation of an Allocated CO Code within six (6) months for an Allocated CO Code or twelve (12) months for a CO Code that has been reserved, or such other period as URCA may approve in accordance with

- the Bahamas National Numbering Plan, from the effective date on which the resources were Allocated or reserved; or
- (ii) ensured that the Telephone Numbers from an Allocated CO Code are effectively and efficiently assigned in accordance with Condition 36, as determined by URCA.

### **37 NUMBER PORTABILITY**

Where the Licensee is subject to a determination by URCA concerning Number Portability pursuant to the relevant section of the Communications Act, the Licensee shall comply with any directions or Local Number Portability Business Rules (LNP Business Rules) issued by URCA, as amended from time to time, concerning Number Portability.

## **PART F – UNIVERSAL SERVICE OBLIGATIONS**

### **38 UNIVERSAL SERVICE OBLIGATIONS**

- 38.1 Where the Licensee is determined to be a Universal Service Provider pursuant to the relevant section of the Communications Act, the Licensee shall comply with any Regulatory and Other Measures issued by URCA concerning the Universal Services that the Licensee must provide pursuant to the Communications Act.
- 38.2 Unless URCA consents otherwise, the Licensee shall provide the Universal Services referred to in Condition 38.1 on the basis of uniform prices throughout The Bahamas.

## **PART G – SMP OBLIGATIONS**

### **39 APPLICATION OF SMP OBLIGATIONS**

- 39.1 Without limiting the application of any other Conditions and the Communications Act, where the Named Licensee or any Notified Licensee is presumed to have SMP in accordance with the Communications Act, or is determined by URCA to have SMP pursuant to the relevant section of the Communications Act, that Licensee (the “SMP Licensee”) shall, in respect of that market where it is presumed or determined to have SMP, comply with the following:
- (a) with respect to all markets where the SMP Licensee has been determined or presumed to have SMP:
- (i) Condition 40; and

- (ii) any such obligations as URCA may set out in any determination, including, when relevant, the obligations listed in Conditions 44, 45, 46, 47 and 48 below, which are listed for the purposes of exemplification only; and
- (b) with respect to any retail markets where the SMP Licensee has been determined or presumed to have SMP, Conditions 42 and 43.

#### **40 COMPLIANCE WITH OBLIGATIONS BY LICENSEES PRESUMED TO HAVE SMP**

40.1 Where the SMP Licensee is presumed to have SMP pursuant to section 116 of the Communications Act, it shall not be permitted to engage in the operation of any Network or provision of any Carriage Service which it was not licensed to operate or provide prior to the Commencement Date until URCA has confirmed the SMP's Licensee's compliance under section 116(4) of the Communications Act with any obligations imposed under section 116(2) of the Communications Act.

#### **41 NON-DISCRIMINATION**

- 41.1 The SMP Licensee shall not unduly discriminate against particular persons or a particular description of persons in relation to Carriage Services offered by it.
- 41.2 Nothing done in any manner by the SMP Licensee shall be regarded as undue discrimination under this Condition where and to the extent that the SMP Licensee is required or expressly permitted to do such thing in that manner by or under any Condition set out in this Licence.

#### **42 REQUIREMENT TO PUBLISH CHARGES AND TERMS AND CONDITIONS**

- 42.1 The SMP Licensee shall publish charges, terms and conditions, including bundled charges, terms and conditions (whether or not those bundles include charges, terms and conditions for Carriage Services supplied in markets to which this Condition does not apply) for all Carriage Services related to the markets in which it is determined or presumed to have SMP.
- 42.2 The SMP Licensee shall publish any amendments to the charges, terms and conditions published under Condition 42.1, including charges, terms and conditions for any new services, within ten working days of the time that the amendment comes into effect.

- 42.3 Publication referred to in Condition 42.1 shall be effected by placing a copy of the information on any relevant website operated or controlled by the SMP Licensee.
- 42.4 Where it would be impractical for the SMP Licensee to publish under this Condition any charge or amended charge, the SMP Licensee shall instead publish the method to be adopted for determining that charge or amended charge.
- 42.5 The SMP Licensee shall provide Carriage Services at the charges, terms and conditions published under this Condition, and shall not depart from those charges, terms and conditions either directly or indirectly.

### **43 CONSUMER PROTECTION**

- 43.1 This Condition 43 shall apply where the SMP Licensee provides Public Services to Residential Customers or Small Business Customers.
- 43.2 The Licensee shall comply with Consumer Protection Regulations issued by URCA, as amended from time to time, in relation to maximum duration for fixed term contracts

#### **Compensation and Refunds**

- 43.3 Within three (3) months of being determined to have SMP, or within three (3) months from the Commencement Date where the Licensee is presumed to have SMP, the SMP Licensee shall establish and publish a set of quality of service levels and the levels of compensation and refunds payable to Residential Customers and Small Business Customers where quality of service levels are not met. These levels shall constitute a term of the contract with Residential Customers and Small Business Customers.
- 43.4 The SMP Licensee shall thereafter maintain a Code of Practice for Complaints, together with a schedule setting out the compensation and refunds payable to Residential Customers and Small Business Customers where quality of service levels are not met.
- 43.5 The levels of compensation and refunds under Condition 43.3 shall:
- (i) set out the requirements for entitlement to compensation and the levels of compensation and of the refunds on fair, reasonable and non-discriminatory terms; and

- (ii) conform to the requirements set out by URCA from time to time, setting out the compensation and refunds payable to Residential Customers and Small Business Customers if contracted quality of service levels are not met.

43.6 At any time, URCA may review the schedule to the Code of Practice for Complaints and require the SMP Licensee to make such amendments to the schedule to the Code of Practice to ensure that it complies with Condition 43.5.

#### **Codes of Practice for Sales and Marketing**

43.7 Where required by URCA, the SMP Licensee shall establish and thereafter maintain a Code of Practice for Sales and Marketing for dealing with its Residential Customers and its Small Business Customers, which conforms with the requirements set out by URCA from time to time, and comply with the provisions of any Code of Practice for Sales and Marketing.

#### **44 RETAIL PRICE CONTROLS**

44.1 Where required by URCA, the SMP Licensee shall be subject to retail price controls in relation to those services in which it is determined or presumed to have SMP in order to:

- (i) prevent to the extent possible instances of anticompetitive pricing, including unfair cross-subsidies and predation;
- (ii) foster an environment where prices are cost oriented to promote efficiency; and
- (iii) develop an environment where persons in The Bahamas can share in the expected efficiency gains through lower prices.

#### **45 INFRASTRUCTURE SHARING AND DEPLOYMENT**

45.1 The Licensee shall comply with any directions or codes of practice issued by URCA under the relevant section of the Communications Act concerning Facilities sharing.

#### **46 CONDITIONAL ACCESS SYSTEMS**

46.1 The Licensee shall comply with any directions or codes of practice issued by URCA under the relevant section of the Communications Act concerning technical compatibility of and access to conditional access systems used in the provision of content.

## **47 OBLIGATION TO PROVIDE ACCESS AND INTERCONNECT**

- 47.1 In accordance with the relevant section of the Communications Act, where required by URCA, the SMP Licensee shall develop and comply with any reference offer or reference offers, ensuring equivalence of Access and Interconnection levied by the SMP Licensee to any of those services and Facilities in which the Licensee has SMP at cost-oriented tariffs.
- 47.2 The terms, conditions and charges for Access and Interconnection must be no less favourable than those the SMP operator offers its own business unit, any of its Affiliates, or any Other Operator.
- 47.3 SMP Licensees shall unbundle distinct Access services and elements and corresponding charges sufficiently so that an Other Operator seeking Access need only pay for the specific services or elements it requires.
- 47.4 SMP Licensees shall unbundle distinct Interconnection services and elements and corresponding charges sufficiently so that an Other Operator seeking Interconnection need only pay for the specific services or elements it requires.
- 47.5 The SMP Licensee shall ensure that Interconnection is available at all exchanges or other relevant Network nodes, unless Interconnection at any point:
- (i) is not feasible given the existing Network configuration; or
  - (ii) would compromise the integrity or interoperability of an Electronic Communications system (whether the SMP Licensee's, Interconnection seeker's or a third party's system).

## **48 ACCOUNTING SEPARATION**

- 48.1 Where determined by URCA, the SMP Licensee shall within the period specified by URCA:
- (i) prepare and maintain accounting records in a form that enables the activities of any business unit specified by URCA to be separately identifiable,
  - (ii) adopt a cost accounting system that estimates the cost of discrete elements of the retail and wholesale services on a relevant market basis and identifies the associated costs and revenues of providing those services it provides from time to time; and

- (iii) adopt a cost accounting system that identifies individual wholesale and retail services and their respective cost elements in sufficient detail to support development of cost-oriented retail and wholesale charges, including Access and Interconnection charges.

48.2 The SMP Licensee shall comply with the Regulatory and Other Measures in relation to the preparation and delivery of accounting statements.



**ANNEX B:**

**[Named Licensee]**

**INDIVIDUAL SPECTRUM LICENCE IS-XX-XXXX  
(Modified)**

**Commencement Date:**

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## 1 DEFINITIONS

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

**“Assigned Radio Spectrum”** means the radio spectrum set out in the Appendix to this Licence, as amended from time to time;

**“Commencement Date”** means the date of grant of this Licence;

**“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;

**“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 or non-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), European Committee for Standardisation (CEN), the European Committee for

Electrotechnical Standardisation (CENELEC), the European Telecommunications Standards Institute (ETSI), 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;

**“Mobile Broadband Communications Service”** means any Radiocommunications service the functionality of which enables continued use of broadband communications services (i.e., voice, video, data) across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, include terrestrial and non-terrestrial networks;

**“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, aircraft or sub-orbital vehicle;

**“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;

**“Territory”** means, in respect of each frequency range, the geographic area specified in the Appendix to this Licence, as may be amended from time to time;

**“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, amendment, 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 This Licence shall come into force on the Commencement Date and shall be valid for a period of fifteen years (15) from the Commencement Date.<sup>1</sup>

2.2 This Licence may be further renewed for such period as URCA thinks fit and subject to such terms and conditions as may be specified by URCA under section 26 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 the Assigned Radio Spectrum in the Territory or, where no Territory is specified in the Appendix to this Licence for any Assigned Radio Spectrum, 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.

3.3 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA's Regulatory and Other Measures shall prevail.

## **4 PAYMENT OF LICENCE FEE**

4.1 URCA issues this Licence on the condition that outstanding fees as notified and/or invoiced by URCA are paid in full by the Licensee. Outstanding fees calculated in accordance with

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<sup>1</sup> The duration of the licence is set on a case by case basis and will depend on surrounding factors, such as the duration of any related operating licences and whether the spectrum is required for temporary use or trial use.

this Condition 4.1 shall be paid in full by the Licensee within sixty (60) calendar days of the date of URCA's invoice issued to the Licensee. URCA reserves the right to revoke this Licence for non-payment of outstanding fees.

4.2 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:

4.2.1 any URCA Fees;

4.2.2 the spectrum fees payable pursuant to the relevant section of the Communications Act;

4.2.3 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

4.3 URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.

## 5 **USE OF RADIO SPECTRUM**

5.1 The Licensee shall take all necessary steps to ensure that the use of the Assigned 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 Assigned 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 to this Licence, the Licensee shall not do any of the following:
  - 5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Broadband 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 Broadband 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 above, 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 Assigned 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 Licence together with any other relevant licence and comply with such terms.

## **7 CONFIDENTIALITY OF COMMUNICATIONS**

- 7.1 Where 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 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 the relevant section 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 the relevant section 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 Assigned Radio Spectrum.

## 10 **BREACH OF LICENCE**

10.1 Where 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 **MODIFICATION, VARIATION AND REVOCATION**

11.1 URCA may modify, vary or revoke this Licence in accordance with the procedures set out in the relevant section of the Communications Act.

11.2 URCA may determine any spectrum to be vacated in accordance with the relevant sections 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 the relevant section of the Communications Act.

## **12 COMMUNICATIONS AND NOTICES**

12.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:

(a) URCA be addressed to:

the Chief Executive Officer; and

(b) the Licensee, be addressed to:

the Chief Executive Officer/Managing Director or President.

12.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.

12.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.

12.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.

12.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.

12.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.

## **13 SURRENDER OF LICENCE**

13.1 This Licence may be surrendered by the Licensee by submitting an application to URCA in accordance with the procedure established under URCA's Guidance On The Licensing Regime, as amended from time to time.



	Station		Coordinates		Antenna height (ft)	Frequency (MHz)			Assignment Commencement Date	Assignment Expiry Date
	Site	Site	Latitude	Longitude		Transmit	Receive	Bandwidth		
3.										

**Table C: Satellite**



**ANNEX C:**

**CLASS OPERATING LICENCE REQUIRING  
REGISTRATION – RO-XX-XXXX**

**(Modified)**

**Commencement Date: [XXX]**

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## 1 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;

**“Alert Message”** means a message to warn the public of an emergency, imminent threat to life and/or property, and/or any other alert messaging requirements mandated by law.

**“Artificial Intelligence”** or **“AI”** means:

- (a) technology enabling the programming or training of a device or software to—
  - (i) perceive environments through the use of data;
  - (ii) interpret data using automated processing designed to approximate cognitive abilities; and
  - (iii) make recommendations, predictions or decisions, with a view to achieving a specific objective; and
- (b) generative AI, meaning deep or large language models able to generate text and other content based on the data on which they were trained;
- (c) adaptive AI, incorporating the ability to adopt and improve capabilities through learning from acquired data and the interaction with the environment; and/or
- (d) technology that enables a system, device and/or software to exhibit intelligent behaviour, including acquiring, processing, and utilizing information to autonomously learn, adapt, evolve, and perform complex tasks.

**“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 the relevant section of the Communications Act;

**“Condition”** means a condition in this Licence;

**“Cybersecurity”** means the measures taken to protect electronic information, systems, networks and hardware from cyber-incidents, cyberattacks, unauthorized access, damage or disruption, including:

- (a) protecting the confidentiality, integrity, and availability of data; and
- (b) preventing cyber-incidents and cyberattacks that threaten the security, integrity and availability of Networks and Carriage Services; and
- (c) ensuring the reliability and availability of Networks and Carriage Services;

**“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;

**“Intellectual Property Rights”** means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

**“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;

**“National Alert Warning System”** or **“NAWS”** means the alert system operated and managed by the Ministry of National Security, the Royal Bahamas Police Force and/or any

other Government Ministry and/or agency for the purpose of broadcasting and disseminating Alert Messages to the public.

**“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 dialing 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 the relevant section 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 where 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 GRANT AND DURATION OF THE LICENCE**

2.1 The Licensee is granted this Licence from the earlier of the following:

- (i) the date that they are added by URCA to the Register; or
- (ii) the date that they are deemed to be added to the Register under the relevant section of the Communications Act.

2.2 No person that is a Licensee under an Individual Operating Licence, whether as a Named Licensee or a Subsidiary Undertaking notified to URCA under the relevant section of the Communications Act, or is entitled to be a Licensee under an Individual Operating Licence, shall be a Licensee under this Licence.

2.3 This Licence shall continue in force in respect of each Licensee until the earlier of the following events:

- (i) the Licensee is removed from the Register by URCA; or
- (ii) the Licence is revoked pursuant to the relevant section of the Communications Act.

2.4 This Licence may be surrendered by the Licensee by submitting an application to URCA in accordance with the procedure established under URCA's Guidance On The Licensing Regime, as amended from time to time.

## **3 SCOPE OF THE LICENCE**

3.1 URCA grants to the Licensee:

- (i) a right to provide any Carriage Services; and
- (ii) 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 and the sections of the Communications Act.

- 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 this Licence, Regulatory and Other Measures and the provisions of the Communications Act. Conditions 4.1 and 4.2 below list the restrictions that apply to the Licensee under operating under this Licence.
- 3.3 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA's Regulatory and Other Measures shall prevail.
- 3.4 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, Intellectual Property Rights, 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.

### **3 RESTRICTIONS**

- 4.1 In accordance with relevant section and Schedule 2 of the Communications Act, the Licensee shall not have the benefit of land access set out in the relevant Part of the Communications Act.
- 4.2 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.

### **5 PAYMENT OF FEES AND CONTRIBUTIONS**

- 5.1 URCA issues this Licence on the condition that outstanding fees and contributions as notified and/or invoiced by URCA are paid in full by the Licensee. Outstanding fees and contributions calculated in accordance with this Condition 5.1 shall be paid in full by the Licensee within sixty (60) calendar days of the date of URCA's invoice issued to the Licensee. URCA reserves the right to revoke this Licence for non-payment of outstanding fees and contributions.
- 5.2 The Licensee shall pay to URCA the following fees and contributions notified by URCA from

time to time in accordance with the Communications Act:

- (i) any URCA Fees;
- (ii) the Communications Licence Fees notified by URCA on behalf of the Minister;
- (iii) the contribution to the Universal Service Fund set by URCA from time to time in accordance with the Communications Act; and
- (iv) the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

5.3 For each Financial Year of the Licence, any annual fees payable by the Licensee under the relevant section of the Communications Act shall be based upon:

- (i) the last available audited accounts not exceeding two (2) years of the current billing year of the Licensee; or
- (ii) where the Licensee does not have any available audited accounts that meet the criterion set out in Condition 5.2(i) above, or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants not exceeding one (1) year of the current billing year; or
- (iii) where the Licensee does not have any available accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants, URCA shall bill the Licensee the minimum flat fee as provided in URCA's Fee Schedule until such time as URCA receives the Licensee's certified accounts.

5.4 The annual fees calculated in accordance with Condition 5 shall be paid by the Licensee within thirty (30) calendar days of the date of URCA's invoice issued to the Licensee, with any adjustment due as a result of the accounts certified by an accountant in possession of a practising licence issued by the Bahamas Institute of Chartered Accountants 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.

5.5 Without prejudice to Condition 10, in the event of a default by the Named Licensee in the payment of any fees when due under this Licence:

- 5.5.1 the Named Licensee shall pay to URCA interest under the relevant sections of the Communications Act; and

5.5.2 URCA may suspend this Licence; or

5.5.3 URCA may revoke this Licence under the terms of the Communications Act where the licensee repeatedly contravenes or fails to cure the obligation to pay fees and/or interest under this Licence.

## **6 CONSUMER PROTECTION**

6.1 The Licensee shall comply with Consumer Protection Regulations for the Electronic Communications Sector issued by URCA, as amended from time to time, in relation to the following:

- (i) Requirement to offer contracts with minimum terms;
- (ii) Code of Practice for Complaints;
- (iii) Metering and Billing;
- (iv) Non-payment of Bills; and
- (v) Notification to Customers of Planned, Emergency Planned and Unplanned Outages.

### **Quality of Service**

6.2 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.

### **Fair dealing**

6.3 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.

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

6.5 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.

6.6 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.

## **7 MATTERS OF NATIONAL INTEREST**

7.1 In addition to complying with the National Interest Matters provisions under the Communications Act, the Licensee shall:

7.1.1 take reasonable steps to prevent the operation of any Networks and provision of the Carriage Services being used in the commission of offences against the laws of The Bahamas or in criminal activities and enterprises; and

7.1.2 assist the officers and authorities of the Government when reasonably required to do so for the purposes of enforcing criminal law, protecting the interests of the revenue and the interests of the public, and protecting national security.

## **8 ARTIFICIAL INTELLIGENCE (AI)**

8.1 The Licensee shall notify URCA within thirty (30) calendar days of the deployment of any AI technology within its Networks and Carriage Services. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee's Networks and Carriage Services.

8.2 The Licensee shall notify URCA, within thirty (30) calendar days of the issue date of this licence, of any AI technology used within its Public Electronic Communications Networks and Public Electronic Communications Carriage Services that had been deployed prior to the issuance of this licence. This notification shall include details on the purpose, scope, and nature of the usage of AI technology within the Licensee's Public Electronic Communications Networks and Public Electronic Communications Carriage Services.

8.3 The Licensee shall ensure that any deployed AI technologies comply with all applicable laws from time to time regarding the protection of personal data, sensitive personal data and Cybersecurity.

8.4 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning the use of AI technology in its Networks and Carriage

Services.

- 8.5 The Licensee shall ensure that any AI technology deployed in its Network or Carriage Services adhere to ethical principles, including transparency, accountability and fairness. In this regard, the Licensee shall implement organizational and technical measures that prevent and mitigate any potential biases, discriminations, and/or any other ethical concerns associated with AI algorithms.

## **9 HEALTH, SAFETY AND ENVIRONMENT**

- 9.1 In connection with the operation of its Networks and the provision of its Carriage Services, the Licensee shall implement appropriate and adequate technical and organisational measures to safeguard life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any Equipment.
- 9.2 The Licensee shall implement appropriate organisational measures to ensure public safety around Equipment, including fencing, clear signage, restricting access to hazardous areas and implementing waste management plans for the disposal of hazardous and non-hazardous waste.
- 9.3 The Licensee shall comply with all applicable laws from time to time regarding public health and safety and the environment.
- 9.4 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA to facilitate the minimisation of adverse environmental impact and public health and safety concerns regarding its Equipment, in the operation of its Networks and the provision of its Carriage Services.
- 9.5 The Licensee shall implement organisational measures to minimise any adverse environmental impact of its operations. This includes the deployment energy-efficient technologies and renewable energy technologies where feasible.

## **10 CYBERSECURITY**

- 10.1 The Licensee shall implement and maintain appropriate technical and organizational measures to safeguard the security of its Networks and Carriage Services, including protecting against, mitigating and resolving unauthorized access, data breaches, cyber-

incidents, cyberattacks and any other activities that may compromise the confidentiality, integrity, functioning and availability of its Networks and Carriage Services.

- 10.2 The Licensee shall comply with all applicable laws from time to time regarding the protection of personal data, sensitive personal data and Cybersecurity.
- 10.3 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning Cybersecurity, including measures relating to network security, incident reporting and risk management.
- 10.4 The Licensee shall align and adopt organisational measures and practices recommended from time to time by International Standards Bodies, including the ISO/IEC 27001 standards.

## **11 NATIONAL ALERT WARNING SYSTEM (NAWS)**

- 11.1 The Licensee shall support national security and public safety initiatives by assisting the Ministry of National Security, the Royal Bahamas Police Force and/or any other authorised Government Ministry and/or agency in the broadcasting and dissemination of all Alert Messages through the NAWS, and/or any other alert messaging system mandated by law in priority over all other Network traffic data.
- 11.2 The Licensee shall ensure that its Networks and Equipment is integrated with the NAWS and/or any other alert messaging system mandated by law as prescribed by the Ministry of National Security, the Royal Bahamas Police Force and any other authorised Government Ministry and/or agency. This includes maintaining the technical readiness of all relevant systems and Equipment to promptly and effectively broadcast and disseminate all Alert Messages.
- 11.3 The Licensee shall regularly review and update its systems, procedures, Networks and Equipment related to the NAWS and/or any other alert messaging system mandated by law in coordination with the Ministry of National Security, the Royal Bahamas Police Force and any other authorised Government Ministry and/or agency, to ensure the technical readiness of such systems, procedures, Networks and Equipment to broadcast and disseminate all Alert Messages through the NAWS and/or any other alert messaging system mandated by law.

- 11.4 The Licensee shall comply with all applicable laws from time to time relating to the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.
- 11.5 The Licensee shall comply with all directions, guidelines, standards, Regulatory and Other Measures issued by URCA concerning the NAWS and/or any other alert messaging system mandated by law and any other national efforts to enhance public safety and emergency responses.
- 11.6 The Licensee shall not recover any cost associated with the implementation, operation, and maintenance of the NAWS and/or any other alert messaging system mandated by law from its customers. This includes additional fees, surcharges, or increases in rates attributed to the NAWS and/or any other alert messaging system mandated by law.

## **12 CONFIDENTIALITY OF SUBSCRIBER'S INFORMATION**

- 12.1 Subject to Conditions 12.2 and 12.3, any other provision of this Licence or any provision of the Act or another enactment, the Licensee –
- (i) must not without a Subscriber's consent collect, use, maintain or disclose information about a Subscriber for any purpose; and
  - (ii) must apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such information.
- 12.2 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.
- 12.3 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.
- 12.4 The Licensee must ensure that information it discloses or retains concerning a Subscriber is accurate and complete for its intended use.
- 12.5 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.

- 12.6 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.

### **13 CONFIDENTIALITY OF COMMUNICATIONS**

- 13.1 The Licensee must take all reasonable steps to ensure the confidentiality of its End- Users' Communications.
- 13.2 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.

### **14 INFORMATION, AUDIT, INSPECTION AND ACCESS**

- 14.1 URCA may require:
- (i) 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;
  - (ii) 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;
  - (iii) the Licensee to permit a person authorised by URCA to carry out an inspection.
- 14.2 At the time when the Licensee pays its annual fee under Condition 5 above or, if earlier, prior to the end of each Financial Year, the Licensee shall either:
- (i) provide URCA with confirmation in writing that its business has not undergone any Material Change over the previous Financial Year; or
  - (ii) provide URCA in writing details of the Material Changes to its business.
- 14.3 Without prejudice to Condition 10, 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.

### **15 BREACH OF LICENCE**

15.1 Where 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.

## **16 MODIFICATION, VARIATION AND REVOCATION**

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

## **17 CHANGE IN CONTROL**

17.1 The Licensee shall obtain URCA's approval of any change in control of the Licensee prior to the change in control occurring.

17.2 Without limiting URCA's ability and duty to apply the merger control provisions of the Communications Act, URCA may object to a change in control where in URCA's view the acquirer would not meet any qualification criteria set by URCA pursuant to the relevant section of the Communications Act.

## **18 ASSIGNMENT**

18.1 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.

18.2 Save for default by the Licensee in relation to a mortgage charge or other transaction entered into by the Licensee, Condition 18.1 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.

## **19 COMMUNICATIONS AND NOTICES**

19.1 Notices, orders and other documents under this Licence may be in writing or in print or in

electronic format (permitting confirmation of receipt) and shall, if served on:

(a) URCA be addressed to:

the Chief Executive Officer; and

(b) the Licensee, be addressed to:

the Chief Executive Officer/Managing Director or President.

19.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.

19.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.

19.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.

19.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.

19.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.



**ANNEX D:**

**CLASS SPECTRUM LICENCE REQUIRING  
REGISTRATION**

**(Modified)**

**Commencement Date:**

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## 1 DEFINITIONS AND INTERPRETATION

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;

**“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 or non-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), European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), the European Telecommunications Standards Institute (ETSI), 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 12;

**“Mobile Broadband Communications Service”** means any Radiocommunications service the functionality of which enables continued use of broadband communications services (i.e., voice, video, data) across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, include terrestrial and non-terrestrial networks;

**“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, aircraft or sub-orbital vehicle;

**“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.

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

1.1.1 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;

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

- 113 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;
- 114 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;
- 115 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;
- 116 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;
- 117 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;
- 118 use of the word “include” or “including” is to be construed as being without limitation;
- 119 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1110 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
- 1111 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; or

2.1.2 the date that they are deemed to be added to the Register under the relevant section 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; or
  - 2.2.2 the Licence is revoked pursuant to the relevant section 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 in this Licence, 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.
- 3.3 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA’s Regulatory and Other Measures shall prevail.

### **4 PAYMENT OF LICENCE FEE**

- 4.1 URCA issues this Licence on the condition that outstanding fees as notified and/or invoiced by URCA are paid in full by the Licensee. Outstanding fees calculated in accordance with this Condition 4.1 shall be paid in full by the Licensee within sixty (60) calendar days of the date of URCA's invoice issued to the Licensee. URCA reserves the right to revoke this Licence for non-payment of outstanding fees.
- 4.2 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:
- 4.2.1 any URCA Fees;
  - 4.2.2 the spectrum fees payable pursuant to the relevant section of the Communications Act;
  - 4.2.3 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

4.2 URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.

## **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 Broadband 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 Broadband 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 Condition 6.1, the Licensee shall take full account of any other standard specified by URCA, provided that URCA shall not specify such a standard where an appropriate international standard is expected to be promulgated within a reasonable time.
- 6.3 The Licensee shall ensure that the Radiocommunications Equipment that is operated within the Licensed Radio Spectrum is 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 Licence together with any other relevant licence and comply with such terms.

## **7 CONFIDENTIALITY OF COMMUNICATIONS**

Where 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 of the Communications Act, URCA may object to a change in control where in URCA's view the acquirer would not meet any of the criteria set by URCA pursuant to the relevant section 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 the relevant section 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**

Where 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 MODIFICATION, VARIATION AND REVOCATION**

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

11.2 URCA may determine any spectrum to be vacated in accordance with the relevant sections 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 LICENSED RADIO SPECTRUM**

12.1 The Licensed Radio Spectrum are the radio frequency band(s) listed in Appendix B of the National Spectrum Plan, unless otherwise specified.

## **13 COMMUNICATIONS AND NOTICES**

13.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic format (permitting confirmation of receipt) and shall, if served on:

(a) URCA be addressed to:  
the Chief Executive Officer; and

(b) the Licensee, be addressed to:  
the Chief Executive Officer/Managing Director or President.

13.2 Any notice, order or document required or authorized to be served upon a body or person under this Licence may be served by the same being addressed to such body or person and being left at or transmitted by electronic mail or facsimile or by registered post to the address of such body or to the usual or last known place of abode of such person.

- 13.3 Where served by post it shall be deemed to have been served at the time when the containing letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that such letter was properly addressed, registered and put into the post.
- 13.4 Where served by electronic mail or facsimile it shall be deemed to have been served when the electronic mail or facsimile shall have been transmitted by the sender.
- 13.5 Notwithstanding the above, the Licensee shall designate a person that will act as a primary contact and designate another person that will act as a secondary contact with URCA on matters related to this Licence and shall notify URCA promptly should the contact details change.
- 13.6 URCA may designate the Director of Electronic Communications as the primary contact on matters related to this Licence.

#### **14 SURRENDER OF LICENCE**

- 14.1 This Licence may be surrendered by the Licensee by submitting an application to URCA in accordance with the procedure established under URCA's Guidance On The Licensing Regime, as amended from time to time.



**ANNEX E:**

**CLASS OPERATING LICENCE  
NOT REQUIRING REGISTRATION**

**(Modified)**

**Commencement Date: [XXX]**

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## 1 DEFINITIONS AND INTERPRETATION

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

**"Communications Act"** means Communications Act, 2009;

**"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;

**"Intellectual Property Rights"** means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

**"Licensee"** means the person granted this Licence under Conditions 3; 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 this 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 this Licence where 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 GRANT OF THE LICENCE**

- 2.1 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 3, provided that such person is not:
  - 2.1.1 a licensee under an Individual Operating Licence, whether as a Named Licensee or a Subsidiary Undertaking notified to URCA under the relevant section of the Communications Act, or is entitled to be a Licensee under an Individual Operating Licence; or
  - 2.1.2 registered as a Licensee under a class operating licence granted by URCA pursuant to the relevant section of the Communications Act.
- 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 this

Licence, Regulatory and Other Measures and the provisions of the Communications Act.

- 2.3 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA's Regulatory and Other Measures shall prevail.

### **3 SCOPE OF THE LICENCE**

- 3.1 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:

3.1.1 a Free Broadcast Service; or

3.1.2 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

- 3.2 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, Intellectual Property Rights, 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.

### **4 BREACH OF LICENCE**

- 4.1 Where 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.

### **5 MODIFICATION, VARIATION AND REVOCATION**

5.1 URCA may modify, vary or revoke this Licence in accordance with the procedures set out in the relevant section of the Communications Act.



**ANNEX F:**

**CLASS SPECTRUM LICENCE  
NOT REQUIRING REGISTRATION**

**(Modified)**

**Commencement Date: [XXX]**

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## 1 DEFINITIONS AND INTERPRETATION

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;

**“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 or non-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 or non-terrestrial technical system is installed or maintained;

**“International Standards Bodies”** means the International Telecommunication Union (ITU), European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), the European Telecommunications Standards Institute (ETSI), 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 7;

**“Mobile Broadband Communications Service”** means any Radiocommunications service the functionality of which enables continued use of broadband communications services (i.e., voice, video, data) across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, include terrestrial and non-terrestrial networks;

**“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, aircraft or sub-orbital vehicle;

**“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.
- 2.3 Where any Condition of this Licence conflicts with any Regulatory and Other Measures issued by URCA, to the extent of such inconsistency, URCA’s Regulatory and Other Measures shall prevail.

### **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 Broadband 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 Broadband 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**

- 5.1 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**

- 6.1 Where 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 LICENSED RADIO SPECTRUM**

- 7.1 The Licensed Radio Spectrum means, unless otherwise specified, the radio frequency band(s) listed in Appendix C of the National Spectrum Plan.

## **8 MODIFICATION, VARIATION AND REVOCATION**

- 8.1 URCA may modify, vary or revoke this Licence in accordance with the procedures set out in the relevant section of the Communications Act.
- 8.2 URCA may determine any spectrum to be vacated in accordance with the relevant sections of the Communications Act.



**ANNEX G:**

## **OPERATING EXEMPTION**

**(Modified)**

**Date:[XX October 2024]**

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**1      DEFINITIONS AND INTERPRETATION**

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

**“Communications Act”** means the Communications Act 2009;

**“Intellectual Property Rights”** means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

**“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.

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 amendment, modification, re- enactment or legislative provisions substituted for the same.

## **2 DURATION**

- 2.1 This Operating Exemption shall continue in force until such time as it is revoked in accordance with the Communications Act or any other law, or by determination published by URCA.

## **3 EXEMPTION**

- 3.1 Persons are exempt from the requirement of a licence under the relevant section of the Communications Act to the extent that they meet the criteria in either Condition 4 or 5 of this Exemption.
  
- 3.2 Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, Intellectual Property Rights, 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.

## **4 SELF PROVISION**

- 4.1 A person that maintains, establishes or operates a Network or provides a Carriage Service for his own use that is:
  - (i) not for commercial gain; and
  - (ii) 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.

## **5 CLOSED USER GROUP**

5.1 Persons that maintain, establish and operate a Network or provide a Carriage Service that does not require interconnection to a Public Network, provided that:

(i) 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

(ii) 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

that the maintenance, establishment or operation of a Network or provision of a Carriage Service is not such persons.

## **6 MODIFICATION, VARIATION AND REVOCATION**

6.1 URCA may modify, vary or revoke this Exemption in accordance with the procedures set out in the relevant section of the Communications Act.



**ANNEX H:**

## **SPECTRUM EXEMPTION**

**(Modified)**

**Date:[XX October 2024]**

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## 1 DEFINITIONS AND INTERPRETATION

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

**“Comms Act”** means the Communications Act, 2009.

**“Intellectual Property Rights”** means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

**“Low Power Device”** has the meaning in Section 4.1.

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 Comms Act;
- (b) For ease of reference, in this Exemption terms defined in the Comms Act have been capitalised;
- (c) Subject to Condition 1.2 (a), where there is any conflict between the provisions of this Exemption and the Communications Act, the provisions of the Comms 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.

## **2 DURATION**

- 2.1 This Spectrum Exemption shall continue in force until such time as it is revoked in accordance with the Communications Act or any other law, or by determination published by URCA.

## **3 EXEMPTION**

- 3.1 Persons are exempt from the requirement of a license for the use of radio spectrum under section 4.2 of this Exemption and the relevant section of the Comms Act for Low Power Devices.
- 3.2 Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, Intellectual Property Rights, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of a Network, or the provision of a Carriage Service.

## **4 LOW POWER DEVICE**

- 4.1 Low Power Devices are devices that:
- a) operate in compliance with the National Spectrum Plan of The Bahamas;
  - b) have been tested by an URCA-approved Telecommunications Certification Body (“TCB”). A TCB is a highly specialised telecommunications equipment testing facility that verifies the functionality and radio frequency emission characteristics of newly designed telecommunications devices. The purpose of using a TCB is to ensure that radio-frequency (RF) devices for use in The Bahamas meet the technical regulatory standards published by URCA;
  - c) have a unique identification label indicating that the device is authorised by an URCA-approved TCB;
  - d) are only capable of low power radiation; and
  - e) are only capable of transmitting signals over short distances.
- 4.2 Persons using radio spectrum by means of a Low Power Device are exempted from the

licensing requirements under the Comms Act provided that:

- a) it is not an excluded device specified by URCA on its website or in any Regulatory and Other Measures issued by URCA;
- b) associated equipment does not or is unlikely to cause significant harmful interference to networks or carriage services operated or provided by a Licensee;
- c) the risk of harm or inconvenience to other users is outweighed by the benefits to the public from permitting usage on an unlicensed basis; and
- d) URCA is satisfied that such exemption would be compatible with the policy objectives of the Comms Act or relevant international recommendations and standards.

4.3 Low Power Devices shall not cause any harmful or undue interference to any other radiocommunications apparatus and shall not be protected from interference that may be caused by any other radiocommunications apparatus.

This Exemption Determination should be read in conjunction with revisions to the Guidelines for Type Approval of Licence-Exempt Radio Spectrum Devices – ECS 02/2013 document, as published by URCA.

## **5 MODIFICATION, VARIATION AND REVOCATION**

5.1 URCA may modify, vary or revoke this Exemption in accordance with the procedures set out in the relevant section of the Communications Act.