



Preliminary Determination on:

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

Consultation Document

ECS 72/2024

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1 Introduction

The Utilities Regulation and Competition Authority (“URCA”) is the independent regulator and competition body for the Electronic Communications Sector (ECS) in The Bahamas, which includes fixed and mobile telecommunications services, broadcasting, and the management of spectrum and numbering resources. URCA’s powers and responsibilities for the ECS are set out in the Communications Act, 2009 (“Comms Act”). URCA has the statutory mandate and responsibility for licensing persons who wish to establish, operate or maintain an electronic communications network or provide an electronic communications service¹.

In September 2009, URCA established licences and exemptions that were uniquely developed for the ECS in The Bahamas². Consequently, URCA issued its first individual operating³ and individual spectrum licences⁴ in October 2009 for the duration of fifteen (15) years. After approximately fifteen (15) years of practical application of the licences and exemptions, URCA now considers it expedient to revise the conditions of the licences and exemptions to ensure that they are still fit for purpose and are able to achieve the ECS policy objectives under the Comms Act. URCA’s decision to revise the licences is also driven by representations from ECS Licensees regarding the utility and efficacy of certain licence conditions when juxtaposed to regulatory and other measures that have been issued by URCA since the establishment of the licensing regime in 2009.

In structuring the proposed revisions to the conditions of the ECS licences and exemptions, URCA considered it useful to set out in this Consultation Document the nature and scope of the proposed modifications and amendments in table format, including a description of and rationale for URCA’s proposed revisions. URCA has also annexed to this Consultation Document the full draft revised ECS licences and exemptions documents that contain the Proposed Revised Licences and Exemptions conditions for review and comments.

Consequential to this consultation process and the representations from licensees, stakeholders, and other interested persons, URCA will establish new revised licences and exemptions for the ECS. This will require URCA to issue new revised licences to all ECS Licensees, which include renewal of licences that expire in 2024 as well as those that expire after 2024. URCA will engage with all existing Licensees throughout this transitional process.

¹ See Part IV of the Communications Act, 2009, particularly section 16.

² This vitiates URCA being able to carry out a licensing related benchmarking exercise with any other jurisdiction.

³ ECS 10/2009.

⁴ ECS 11/2009.

The Comms Act requires URCA to, amongst other things, issue regulatory and other measures for the purposes of carrying into effect the electronic communications policy objectives in a proportionate, transparent, fair, and non-discriminatory manner⁵. Having regard to the foregoing, URCA now issues this Consultation Document.

1.1 Background

URCA committed in its 2024 Annual Plan⁶ to review the ECS licences due to expire in 2024 to assess the current relevance of the conditions specified in the licences. URCA began an informal licence and exemption revision process in the third trimester (T3) of 2023, which included a comprehensive internal analysis of the existing conditions of the ECS individual licences, class licences and exemptions.

URCA also took into consideration the Government's ECS Policy⁷, responses to various consultations, decisions and regulations issued by URCA⁸, and market developments since 2009, when the existing licenses and exemptions were initially established. Additionally, in compliance with the Comms Act, URCA endeavoured to harmonise the conditions of the proposed licences⁹ and exemptions, so that all Licensees would be subject to non-discriminatory licence and exemption conditions, to the greatest extent possible.

This exercise culminated in URCA developing the proposed revised versions of the ECS individual licences, class licences and exemptions (the "Proposed Revised Licences and Exemptions"), which are the subject of this consultation.

1.2 Objectives of the Consultation

URCA is seeking views from licensees, stakeholders, and other interested persons on the matters set out in this Consultation Document which, in the opinion of URCA, are of public significance. URCA considers the following are the key objectives of this consultation process:

- (a) to further the policy objectives of the ECS as provided in Section 4 of the Comms Act;
- (b) to set out URCA's Proposed Revised Licences and Exemptions;
- (c) to set out URCA's rationale for the proposed Revised Licences and Exemptions;

⁵ See section 5 of the Comms Act.

⁶ See Table 3 of URCA's *Annual Report 2023 and 2024 Annual Plan* – URCA 02/2023 document, published 30 April 2024.

⁷ Published in the Official Gazette 19 March 2020.

⁸ See for example, URCA's *"Infrastructure Sharing Regulations"* – ECS 04/2015, *"Consumer Protection Regulations For the ECS"* – 03/2024, and *"Outage Reporting and Mitigation Regulations for the ECS"* – 07/2024 documents.

⁹ See section 20(1) of the Comms Act.

- (d) to set out URCA's draft Revised Licences and Exemptions documents;
- (e) to set out URCA's proposed process for renewal of licences and exemptions;
- (f) to set out URCA's proposed approach to the payment of licence fees by delinquent licensees; and
- (g) to invite feedback/written comments from stakeholders, licensees, and other interested persons on the matters contained in the Consultation Document.

1.3 How to Respond and Timeline for Consultation

URCA invites responses on this Consultation Document from all stakeholders, licensees and interested persons. Responses must be submitted to URCA by **5:00 p.m. on 20 September 2024**. Written responses or comments on this Consultation Document should be sent to URCA's Director of Electronic Communications (or designate), either:

- by mail to P.O. Box N 4860, Nassau, Bahamas; or
- by email, to info@urcabahamas.bs.

URCA advises that its **office will be inaccessible during this consultation process** due to ongoing renovations. As such, URCA is unable to receive responses by hand, and respondents are encouraged to submit their responses as requested above. URCA apologizes for any inconvenience caused in this regard. Persons may obtain copies of this document by downloading it from the URCA website at www.urbahamas.bs.

URCA reserves the right to make all responses available to the public by posting responses online on its website. If a response is marked confidential, reasons should be given to facilitate evaluation by URCA of the request for confidentiality. URCA may publish or refrain from publishing any document or submission, in its sole discretion.

URCA will only conduct **one (1) round of consultation** during this consultation process. URCA will subsequently consider the responses and comments received on this Consultation Document and the Consultation Questions before issuing its Statement of Results and Final Decision, and Final Licences and Exemptions documents.

Table 'A' below summarizes the timeline for this consultation process, including the estimated timing of the related Statement of Result and Final Decision, as well as the Licences and Exemptions implementation process.

Table A: Timeline for Consultation Process	
Event	Date
URCA issues Consultation Document (issue date)	20 August 2024
Close of Receipt of Responses (close date)	30 Calendar Days from issue date
URCA’s Consideration of Responses	30 Calendar Days from close date
URCA’s Statement of Results and Final Decision	11 October 2024
Implementation of the Revised Licences and Exemptions	11 October 2024*

Note: * = or as soon as possible thereafter.

1.4 Confidentiality

URCA considers that, as a matter of transparency and good regulatory practice, it is important for the public and interested parties to this consultation process to have sight of the views and positions expressed by all respondents. As such, as soon as reasonably practicable after the close of the response date for this consultation, URCA intends to publish all responses on the URCA website at www.urbahamas.bs.

URCA may treat as confidential responses that are clearly marked (in part or full) as being confidential¹⁰. An explanation should be provided to justify any information that is submitted on a confidential basis. In such circumstances, a redacted version should also be submitted to URCA. URCA has the sole discretion to determine whether to publish any submission marked as confidential.

1.5 Intellectual Property

Copyright and all other intellectual property that form any part of a response to this Consultation Document will be assumed to be licensed to URCA for its use during this consultation process.

1.6 Interpretation

Except insofar as the context otherwise requires, words or expressions shall have the meaning assigned to them in this Consultation Document and otherwise words and expressions shall have the same meaning assigned to them under the Communications Act 2009, and otherwise the Interpretation and General Clauses Act, Chapter 2.

1.7 Structure of the remainder of this document

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

Section 2: *Regulatory Framework* – sets out the regulatory (legal) framework under which URCA has

¹⁰ Subject to section 14 of the Comms Act.

exercised its powers to issue this Consultation Document.

Section 3: *Proposed Process for Renewal of Licences and Exemptions* – Sets out URCA’s proposed approach to the process for renewal of licences and exemptions once the revised licences and exemptions have been implemented.

Section 4: *Proposed Approach to the Payment of Licence Fees* – Sets out URCA’s proposed approach to the payment of licence fees by delinquent Licensees.

Section 5: *Proposed Material Modifications, Variations and New Conditions to Licences and Exemptions* – sets out in table format the nature and scope of the proposed modifications and variation to the licences and exemptions, including the proposed new licence conditions with a description of and rationale for URCA’s proposed modifications and variations.

Section 6: *Next Steps* – sets out the next steps to be taken by URCA, following this consultation, to implement the Revised Licences and Exemptions.

Annex A: *Draft Revised Individual Operating Licence*

Annex B: *Draft Revised Individual Spectrum Licence*

Annex C: *Draft Revised Class Operating Licence Requiring Registration*

Annex D: *Draft Revised Class Spectrum Licence Requiring Registration*

Annex E: *Draft Revised Class Operating Licence Not Requiring Registration*

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Annex G: *Draft Operating Exemption*

Annex H: *Draft Spectrum Exemption*

2 Regulatory Framework

This Section sets out the legal framework that governs URCA's power to conduct this consultation process and to issue the Proposed Revised Licences and Exemptions.

2.1 Policy Objectives

Section 5 of the Comms Act provides:

“All policy measures, decisions, and laws to take effect in the electronic communications sector in The Bahamas shall be made with a view to implementing the electronic communications policy objectives and shall comply with the following guidelines –

(c) regulatory and other measures shall be efficient and proportionate to their purpose and introduced in a manner that is transparent, fair, and non-discriminatory;”

As the regulator for the ECS, URCA is further mandated to advance the main objectives of the electronic communications policy.¹¹ One of the main policy objectives of the Comms Act requires URCA to further the interests of consumers by promoting competition and in particular:

- (i) enhance the efficiency of the Bahamian ECS and the productivity of the Bahamian economy;
- (ii) promote investment and innovation in electronic communications networks and services;
- (iii) encourage, promote and enforce sustainable competition; and
- (iv) promote the optimal use of state assets, including radio spectrum.

The other main policy objective of the Comms Act requires URCA to further the interests of persons in The Bahamas in relation to the ECS by:

- (i) promoting affordable access to high quality networks and carriage services in all regions of The Bahamas;
- (ii) maintaining public safety and security;
- (iii) contributing to the protection of personal privacy;
- (iv) limiting public nuisance through electronic communications;
- (v) limiting any adverse impact of networks and carriage services on the environment and
- (vi) promoting availability of a wide range content services which are of high quality.

2.2 Communications Act, 2009

Section 8 of the Comms Act grants URCA the power to issue regulations and other regulatory measures for the purposes of carrying into effect the electronic communications policy objectives and in particular

¹¹ See section 4 of the Communications, Act, 2009.

to, *inter alia*, make determinations and, issue, suspend, vary or revoke licences and exemptions.

Section 27(1)(b) of the Comms Act provides that URCA may **by determination on its own motion modify, vary or restrict the conditions of any licence** (emphasis added) if it is necessary to further the electronic communications policy objectives and there is justification for the causing of any hardship that may result to that licensee.

Section 11 of the Comms Act requires URCA to allow persons with sufficient interest a reasonable opportunity to comment on a proposed regulatory measure which, in the opinion of URCA:

- (i) is of public significance; or
- (ii) whose rights or interests may be materially adversely affected or prejudiced by the proposed regulatory measure.

URCA must also give due consideration to those comments prior to introducing the regulatory measure.

Section 13 of the Comms Act provides that a regulatory measure is likely to be of public significance if it relates to a regulated sector and can lead to:

- (i) a major change in the activities carried on by URCA under the Comms Act or any other enactment;
- (ii) a significant impact on persons carrying on activities in a regulated sector; and/or
- (iii) significant impact on the general public in The Bahamas or in a part of The Bahamas.

Section 99(1) provides that URCA may upon its own motion make a determination relating to one or more of the following:

- (a) any obligation on a licensee relating to the terms or conditions of any licence...; and
- (b) any activity set out in this Act and where the Act provides for URCA to “determine” or to “make determinations”.

Section 99(2) of the Comms Act provides that in making any determination, URCA shall have consulted persons with sufficient interest under section 11 and provide reasons for its determination.

URCA therefore considers that the cumulative effect of the foregoing statutory provisions requires URCA to issue this Preliminary Determination and to conduct a consultation process regarding the Proposed Revised Licences and Exemptions, and any potential decision URCA issues in relation thereto.

3 Proposed Process for Renewal of Licences and Exemptions

This Section sets out URCA's proposed approach to the process for renewal of licences and exemptions once the revised licences and exemptions have been implemented.

3.1 Individual Operating Licence (IOL)

URCA's proposed approach to the renewal of an IOL, consequential to completion of this consultation process, will have particular regard to the statutory requirement under Sections 20(1) and 20(4) of the Comms Act. Section 20(1) of the Comms Act requires URCA to publish the conditions of a standard network and carriage services individual licence to comprise substantially the same conditions **for all licensees** (emphasis added). Section 20(4) of the Comms Act requires conditions of licences that relate to the same or similar networks or carriage services not to unfairly discriminate between Licensees.

URCA's records and Public Register of licences confirm that there are fourteen (14) IOLs, of which three (3) IOLs will expire in 2024. URCA has received applications from Licensees for renewal of the IOLs in accordance with section 26(8) of the Comms Act. To comply with the statutory requirement under Sections 20(1) and 20(4) of the Comms Act, URCA proposes to simultaneously issue the revised IOLs comprising substantially the same conditions to the 14 IOL Licensees for the remainder of the duration of the period under the existing IOL. Stated otherwise, an IOL that expires in 2024 will be renewed for the standard fifteen-year period and all other IOL Licensees that were issued an IOL that expires in any other year will have their IOL renewed for the remainder of the fifteen-year period of 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.

URCA further proposes that 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 will not be required to pay the application fee upon the initial issuance of the revised IOL, but will be required to do so when applying for renewal of the expired revised IOL (which will be at the end of the remainder of the fifteen-year duration period of the IOL). **URCA considers it important to state that it will not issue a revised IOL to any Licensee that has outstanding licence fees.**

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.

3.2 Individual Spectrum Licences

Where an IOL Licensee (or Class Operating Licensee) requires a corresponding Individual Spectrum Licence (ISL) to provide an electronic communications service, URCA proposes to renew and simultaneously issue the ISL in similar manner as the revised IOL, as set out in Section 3.1 above of the Consultation Document. Stated otherwise, an ISL that expires in 2024 will be renewed for the standard fifteen-year period and all other ISL Licensees that were issued an ISL that expires in any other year will have their ISL renewed for the remainder of the fifteen-year period of the existing ISL. 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.

URCA further proposes that an ISL issued by URCA without a corresponding operating licence that expires in 2024 will be renewed 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.

URCA further proposes that 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 revised ISL, but will be required to do so when applying for renewal of the expired revised ISL (which will be at the end of the remainder of the fifteen-year duration period of the ISL). **URCA considers it important to reiterate for emphasis that it will not issue a revised ISL to any Licensee that has outstanding licence fees.**

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.

3.3 Class Licences

URCA issued its Final Determination on Class Licences and Exemptions in November 2009¹² thereby establishing the Class Licences and setting out, inter alia, the conditions for such licences. Pursuant to URCA's Determination, the duration of a class licence is either until it is removed from the Public Register by URCA, or it is revoked pursuant to Section 27 of the Comms Act. Unlike an IOL or ISL, class licences do not set out a definitive expiration date. Section 27(3) of the Comms Act, states that URCA may provide that modifications, variations, restrictions or revocations of class licences apply only to specified licensees

¹² FINAL DETERMINATION ON: CLASS LICENCES, EXEMPTIONS AND TYPES OF FEES ECS - 24/2009 Published Date – 2 November, 2009

or to all licensees under the class licence.

URCA considers that the modifications and variations to the class licences consequential to this consultation process may require the reissuance of the class licences that were established by URCA in November 2009 and that the revised class licences will apply to all licensees under the respective class licences. URCA therefore proposes to reissue the class licences and require all persons who wish to provide an electronic communications service under a class licence to apply to URCA for a revised class licence. **URCA will not issue a revised class licence to any Licensee that has outstanding licence fees.**

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.

3.3.1 Transition process

Save for an ISL Licensee that requires a corresponding class licence to provide an electronic communications service, URCA proposes to transition all existing Class Licensees to a revised class licence over a three-month period after the close of this consultation process. Under this transitional process, URCA proposes to engage with all existing Class Licensees to formally notify and advise them of the effect of URCA's Determination on the respective class licences and the requirement for an application to be submitted to URCA for consideration. **URCA will not issue transition revised class licences to any Licensee that has outstanding licence fees.**

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.

3.4 Exemptions

Under the Final Determination on Class Licences and Exemptions issued by URCA in November 2009¹³, URCA determined the operating and spectrum exemptions for the ECS. URCA is required to publish its exemption determination and, unless revoked in accordance with the Comms Act or any terms contained in the exemption, shall continue in force for such period as may be specified therein or determined by URCA. URCA proposes to issue revised exemptions that will repeal and replace the existing operating and spectrum exemptions, that will come into force when published by URCA on conclusion of this consultation process.

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.

4 Proposed Approach to the Payment of Licence Fees

This Section sets out URCA's proposed approach to the payment of licence fees by delinquent Licensees.

Part XVI of the Comm Act sets out the various fees URCA can levy/charge under the Comms Act. These fees include the Communications Licence Fee¹⁴, URCA Fees¹⁵, and Spectrum Fees¹⁶. The Communications Licence Fee and Spectrum Fees are "pass through" fees that are billed and collected by URCA on behalf of the Government of The Bahamas, for which URCA is required to account to the Treasurer of The Bahamas. The URCA fee is set to, inter alia, cover URCA's annual budgeted costs of performing its functions and exercising its powers under the Comms Act. Licensees granted a licence by URCA under the Comms Act are **required to pay such fees in full each year** as levied and, in the manner, prescribed by URCA. Notwithstanding the foregoing, ECS delinquent licensee accounts have accrued to an unacceptable and untenable level since the establishment of the ECS licensing regime in 2009. URCA considers this situation to be antithetical to its regulatory functions and the policy objectives under the Comms Act, that now requires more effective and efficient regulatory measures to incentivize compliance by Licensees to pay the licence fees.

URCA therefore proposes to stipulate in a modified licence condition regarding the "*Payment of Fees and Contributions*", that **URCA may immediately 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.**¹⁷ 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.

URCA also proposes a modified licence condition regarding "*Payment of Fees and Contributions*" that URCA may revoke a Licence (in accordance with the Communications Act) where the Licensee repeatedly contravenes or fails to cure the obligation to pay fees and/or interest under its Licence.

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.

¹⁴ Section 91 of the Comms Act.

¹⁵ Section 92 of the Comms Act.

¹⁶ Section 93 of the Comms Act.

¹⁷ URCA's power to suspend a licence is in accordance with Section 8(1)(i) of the Comms Act.

5 Proposed Material Modifications, Variations and New Conditions to Licences and Exemptions

This Section sets out in table format the nature and scope of the proposed modifications and variation to the licences and exemptions, including the proposed new licence conditions with a description of and rationale for URCA’s proposed modifications and variations. **The proposed modifications, variations and new conditions have been highlighted (in yellow) in each of the draft licences and exemptions annexed to this Consultation Document for ease of reference.**

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

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
1.	Condition 1.1	“Emergency Organisation” means in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard 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;”	“Emergency Organisation” means in respect of any locality: (a) the relevant public police, fire, ambulance services, 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;	URCA proposes to modify and vary this definition to: (a) restructure the provision to improve clarity and comprehensibility; and (b) remove the term “coast guard” and replace it with the encompassing term “maritime search and rescue services” to ensure that all entities and organisations responsible for or involved in maritime safety and rescue operations are included.
2.	Condition 1.1	“European Standards Organisations” means the European Committee for	URCA proposes to delete this definition.	The organisations included in this definition will be subsumed into the term International Standards Bodies.

UTILITIES REGULATION & COMPETITION AUTHORITY

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		Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);		
3.	Condition 1.1	“ Force Majeure ” means any event or effect that can be neither anticipated nor controlled and includes both acts of nature such as earthquake, flood, lightning and hurricane, and acts of people such as riot, civil disorder, terrorism, declared state of emergency and war;”	“ 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 earthquake, flood, lightning and hurricane, and acts of people such as riot, civil disorder, terrorism, declared state of emergency, pandemic and war;	By proposing to insert the word “pandemic” into this definition, URCA seeks to improve clarity and legal certainty by making it unambiguous that pandemics are a force majeure in this context.
4.	Condition 1.1	“ International Standards Bodies ” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body recognised by URCA as an International Standards Body;	“ 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 or	The purpose of URCA’s proposed modification to this definition is to ensure that it encompasses all relevant standard bodies, including those organisations that were previously within the scope of the term European Standards Organisations, which URCA proposes to delete.

			any other body specified by URCA to be an International Standards Body;	
5.	Condition 1.1	“ 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;”	“ 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;”	URCA proposes to remove the word “authorised” and replace it with the word “licensed” to improve clarity. While the Comms Act contemplates an authorisation regime, the current regime is a licensing regime.
6.	Condition 1.1	“ Public Telephone Network ” means a Network which is used to provide Public Telephone 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 Network ” means a network which is used to provide Public Electronic Communications Carriage Services;	The purpose of this proposed modification is to ensure that the Licence is fit for purpose and accurately reflects the advancement in technology and encompasses current industry norms.
7.	Condition 1.1	“ Public Telephone Service ” 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: Directory Enquiry Facilities, provision of Public Pay Telephones;	“ 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 a 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 wireless;	URCA considers that this proposed definition captures the full spectrum of modern communication services.

			<p>(e) fixed telephony services; (f) mobile broadband services; (g) mobile telephony services; (h) satellite broadband services; and (i) pay television services; or (j) free-to-air television services;</p>	
8.	Condition 3.4	Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee’s rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.	<p>Now Condition 4.4</p> <p>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.</p>	URCA’s proposed insertion of the term “Intellectual Property Rights” into this definition is made for the avoidance of doubt that licensees are/were always required to obtain necessary Intellectual Property Rights to broadcast content.
9.	Condition 4.2	4.2 For each Financial Year of the Licence, any annual fees payable by the Named Licensee under section 92(1)(c) of the Communications Act shall be based upon the following accounts or, where appropriate, business plan for	<p>Now Condition 5.2</p> <p>5.2 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,</p>	<p>The modifications to the entirety of Condition 4.2 are proposed to:</p> <p>(a) reflect URCA’s current billing practices; and</p>

		<p>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):</p> <p>4.2.1 the last available audited accounts; or</p> <p>4.2.2 if the audited accounts are not available or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants; or</p> <p>4.2.3 if the Licensee does not have any available accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants, the expected Relevant Turnover in the Licensee's business plan.</p>	<p>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):</p> <p>(i) the last available audited accounts not exceeding two (2) years of the current billing year of the Licensee; or</p> <p>(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</p> <p>(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</p>	<p>(b) ensure consistency with provisions of the Communications Act, in particular the definition of "relevant turnover".</p>
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			the Licensee the minimum flat fee as provided in URCA's Fee Schedule until such time as URCA receives the Licensee's certified accounts.	
10.	Condition 4.3	The annual fees calculated in accordance with Condition 4 shall be paid in advance on the first day of the Financial Year, with any adjustment due as a result of the audited accounts for that Financial Year becoming available being paid to URCA (or deducted from any other payment due to URCA) on the first day of the next Financial Year.	Now Condition 5.3 5.3 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.	The modifications to the entirety of Condition 4.3 are proposed for alignment with URCA's current billing practices.
11.	Condition 4.4	4.4 Without prejudice to Condition 6.1, in the event of a default by the Named Licensee in the payment of any fees when due under this Licence: 4.4.1 the Named Licensee shall pay to URCA interest under section 94 of the Communications Act; and	Now Condition 5.4 5.4 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: The named Licensee shall pay to URCA interest under the relevant sections of the Communications Act; and	URCA proposes to set out its discretion to suspend a licence for failure to pay licence fees (and interest thereon) and contributions pursuant to section 8(1)(i) of the Comms Act.

		4.4.2 URCA may revoke this Licence under the terms of the Communications Act.	URCA may: (i) suspend this Licence; or (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.	
12.	Condition 9	<p>9.1 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 Carriage Service that the Licensee is obliged to provide under this Licence unless such assets have been adequately replaced.</p> <p>9.2 Condition 9.1 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</p>	<p>Now Condition 10</p> <p>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.</p> <p>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 for the purpose of securing borrowings of the Licensee, being borrowings for the purposes of establishing, operating or maintaining</p>	The purpose of URCA's proposed modifications to this Condition is to ensure that it is clear that Licensees are required to obtain URCA's prior written consent to transfer or dispose of any key network assets necessary to provide services. URCA considers that it is necessary to have regulatory oversight of such disposals to ensure such actions are in the best interest of service continuity, operational integrity, consumer protection, market dynamics and competition and other matters of national interests.

		Licensee's Network or providing the Carriage Services or the provision of anything incidental to the Network or the Carriage Services.	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.	
13.	Condition 10	<p>10.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.</p> <p>10.2 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.</p>	<p>Now Condition 11</p> <p>11 COMMUNICATIONS AND NOTICES</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</p>	As technology advances, traditional methods of communications, such as paper notices, are increasingly being supplemented or replaced with electronic methods. The proposed modification to this Condition ensures that Licence reflects modern communication practices.

			<p>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 contact on matters related to this Licence.</p>	
14.	Condition 17.1	The Licensee shall, in offering to provide, or providing, Public Services other than Free	URCA proposes to delete Condition 17.1.	URCA considers that the requirements set out in Condition 17.1 are also contained within Clauses 2.1.2 to 2.1.7 of the Consumer

		Broadcast Services, ensure that clear and up to date information on its applicable prices and tariffs (which for the avoidance of doubt shall not include customised or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Public Services by End-Users, except Public Pay Telephones, are published, in accordance with Condition 17.4.		Protection Regulations for the Electronic Communications Sector ("CPR") ¹⁸ . URCA's proposed deletion of Condition 17.1 would remove unnecessary duplication of regulatory requirements. URCA considers that the proposed deletion would streamline the framework and improve legal certainty.
15.	Condition 17.2	<p>17.2 The Licensee shall ensure that its standard terms and conditions of any contract between the Licensee and a Residential Customer, and between the Licensee and a Small Business Customer shall specify the following minimum requirements:</p> <p>17.2.1 the identity and address of the Licensee;</p> <p>17.2.2 the services provided, details of the service quality levels offered and the time for initial connection;</p>	URCA proposes the deletion of this Condition.	URCA considers that the requirements set out in Condition 17.2 are also contained within Clause 2.5.2 of the CPR. For the same reasons set out in Item 14 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

¹⁸ ECS 03/2024 available at https://urcabahamas.bs/wp-content/uploads/2024/03/URCA-ECS-Revised-Consumer-Protection-Regulations_ECS-032024.pdf

	<p>17.2.3 details of maintenance services offered;</p> <p>17.2.4 particulars of prices and tariffs, and the means by which up to date information on all applicable tariffs and maintenance charges may be obtained;</p> <p>17.2.5 the duration of the contract, provided always that prior to and at the time of agreeing the contract, Residential Customers and Small Business Customers shall have the option of entering into a contract with a fixed term of no more than twelve (12) months on fair and reasonable terms;</p> <p>17.2.6 the conditions for renewal and termination of services and of the contract;</p> <p>17.2.7 compensation and refund arrangements which will apply if quality service levels are not met; and the method of initiating procedures for settlement of disputes in respect of the contract; and</p>		
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		17.2.8 any such other information as may be required by determination of URCA pursuant to the Communications Act.		
16.	Condition 17.3	<p>17.3 Where the Licensee intends to modify a condition in a contract with a Residential Customer or a Small Business Customer which is likely to be of material detriment to the Residential Customer or the Small Business Customer, the Licensee shall:</p> <p>17.3.1 provide the Residential Customer or the Small Business Customer, as appropriate, with at least one month's notice of its intention detailing the proposed modification; and</p> <p>17.3.2 inform the Residential Customer or the Small Business Customer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Residential Customer or the Small Business Customer.</p>	URCA proposes to delete Condition 17.3.	URCA considers that the requirements set out in Condition 17.3 are also contained within Clause 2.5.7 of the CPR. For the same reasons set out in Item 14 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

17.	Condition 17.4	<p>17.4 Publication of the information under Condition 17.1 shall be effected by:</p> <p>17.4.1 sending a copy of such information or any appropriate parts of it to any Residential Customer or Small Business Customer who may reasonably request such a copy; and</p> <p>17.4.2 placing a copy of such information on any relevant website operated or controlled by the Licensee or, where no such website exists, placing a copy of such information in every major office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours.</p>	URCA proposes to delete Condition 17.4.	URCA considers that the requirements set out in Condition 17.4 are also contained within Clause 2.1.4 of the CPR. For the same reasons set out in Item 15 above, URCA proposes to remove unnecessary duplication of regulatory requirements.
18.	Condition 18	Without prejudice to any regulations that URCA may issue under section 45(2) of the Communications Act, as soon as practicable and in any event within six (6) months of the Commencement Date, the Licensee shall establish and thereafter maintain	URCA proposes to delete Condition 18.	URCA considers that the requirements set out in Condition 18 are also contained within Clause 6.1.3 of the CPR. For the same reasons set out in Item 15 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

		<p>procedures for the handling of complaints made by its Residential Customers or its Small Business Customers in relation to the provision of Public Services.</p>		
19.	Condition 19	<p>19.1 The Licensee shall not render any bill to a Subscriber in respect of the provision of any Public Services unless every amount stated in that bill represents and does not exceed the true extent of any such service actually provided to the Subscriber or its End-Users.</p> <p>19.2 The Licensee shall retain such Records as may be necessary, or as URCA may from time to time direct are necessary, for the purpose of establishing its compliance with Condition 19.1 above.</p> <p>19.3 Subject to the following, URCA may from time to time direct the minimum period for retention of necessary Records by the Licensee. This Condition 19.3 (and any direction of URCA made under it) shall not require the Licensee to retain</p>	URCA proposes to delete Condition 19.	URCA considers that the requirements set out in Condition 19 are also contained within Clause 5.1.1, 5.1.2, and 5.3.1 of the CPR. For the same reasons set out in Item 15 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

		any Records for the purposes of this Condition for more than five (5) years from the date on which they were created.		
20.	Condition 21	<p>21.1 Where the Licensee's Subscriber has not paid the Licensee all or part of a bill for Carriage Services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:</p> <p>21.1.1 be proportionate and not unduly discriminatory;</p> <p>21.1.2 give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the Carriage Service concerned, as far as technically feasible.</p> <p>21.2 The Licensee shall publish details of generic measures it may take against Subscribers generally to effect payment or disconnection in accordance with Condition 21.1 above by:</p>	URCA proposed to delete Condition 21.	URCA considers that the requirements set out in Condition 21 are also contained within Clause 5.13, 5.14, and 5.15 of the CPR. For the same reasons set out in Item 15 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

		<p>21.2.1 sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and</p> <p>21.2.2 placing a copy of such information on any relevant website operated or controlled by the Licensee.</p>		
21.	Condition 23	<p>EXCEPTIONS AND LIMITATIONS</p> <p>23.1 Prior to any planned interruption to or suspension of any type of service or Network carried out under this Licence, the Licensee shall give reasonable advance notice to any Subscriber that will be affected by the interruption or suspension.</p> <p>23.2 The Named Licensee shall notify URCA and, to the extent practicable, any affected Subscribers of any event of unplanned interruptions which prevents it from carrying out its obligations under this Licence as soon as reasonably practicable.</p>	<p>Now Condition 26</p> <p>EXCEPTIONS AND LIMITATIONS</p> <p>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.</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</p>	<p>The purpose of URCA’s proposed modification is to ensure consistency with Licensees’ obligations under the Outage Reporting and Mitigation Regulations.</p>

		<p>23.3 The Named Licensee shall take all reasonable steps as are required to prevent and resolve unplanned interruptions to the provision of its Carriage Services and operation of its Networks. The Named Licensee shall inform URCA on a regular basis about measures taken to deal with the unplanned interruptions.</p>	<p>a regular basis about measures taken to deal with the unplanned outages.</p>	
22.	Part E	<p>PART E - PUBLIC TELEPHONE SERVICE OBLIGATIONS</p> <p>The following Conditions in Part D of this Licence, being Conditions 27 to 29, apply only where the Licensee establishes, maintains and operates a Public Telephone Network or provides Public Telephone Services in The Bahamas, as applicable.</p> <p>27 PROPER AND EFFECTIVE OPERATION OF Public telephone Networks and provision of Public Telephone services Continuity of Public Telephone Networks and Carriage Services</p>	<p>PART E - PUBLIC ELECTRONIC COMMUNICATIONS NETWORK AND PUBLIC ELECTRONIC COMMUNICATIONS CARRIAGE SERVICES OBLIGATIONS</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>30 PROPER AND EFFECTIVE OPERATION OF PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS AND PROVISION OF PUBLIC ELECTRONIC</p>	<p>The proposed modifications reflect the deletion of the terms “Public Telephone Network” and “Public Telephone Service” and replacement with Public Electronic Communications Networks” and “Public Electronic Communications Carriage Service” respectively.</p>

		<p>27.1 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible:</p> <p>(a) the proper and effective functioning of any Public Telephone Network provided by it at all times, and</p> <p>(b) in the event of Force Majeure, the availability of the Public Telephone Services provided by it, including uninterrupted access to Emergency Organisations as part of any Public Telephone Services offered by it.</p> <p>27.1.2 The Licensee shall ensure that any restrictions imposed by it on access to and use of a Public Telephone Network operated by it on the grounds of ensuring compliance with Condition 27.1.1 are proportionate, non-</p>	<p>COMMUNICATIONS CARRIAGE SERVICES</p> <p>30.1 Continuity of Public Electronic Communications Networks and Public Electronic Communications Carriage Services</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>(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</p>	
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		<p>discriminatory and based on objective criteria identified in advance.</p> <p>27.2 Emergency Call Numbers</p> <p>27.2.1 The Licensee shall ensure that its Public Telephone 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>27.2.2 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.</p>	<p>based on objective criteria identified in advance.</p> <p>31 Emergency Call Numbers</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 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>32 Emergency Planning</p>	
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		<p>may reasonably be required in any major incident having a significant effect on the general public.</p> <p>27.3.2 Subject to Condition 27.3.3, 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>27.3.3 Nothing in this Condition 27.3 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>27.4 Public Pay Telephones</p>	<p>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>33 Public Pay Telephones</p> <p>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.</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</p>	
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		<p>can be received, and if so, the Telephone Number of the Public Pay Telephone,</p> <p>(v) contact information in the event of services complaints,</p> <p>(vi) contact information for Emergency Organisations,</p> <p>(vii) 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>(viii) 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>The Licensee shall give at least ninety (90) days notice before</p>	<p>withdrawing from service a Public Pay Telephone.</p> <p>34 Operator Assistance, Directories and Directory Enquiry Facilities</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> <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</p>	
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		<p>withdrawing from service a Public Pay Telephone.</p> <p>27.5 Operator Assistance, Directories and Directory Enquiry Facilities</p> <p>27.5.1 The Licensee shall ensure that its Public Telephone Network is capable of providing:</p> <ul style="list-style-type: none"> (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, <p>with access to:</p> <ul style="list-style-type: none"> (ix) 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 	<p>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 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</p>	
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		<p>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>27.5.2 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</p>	<p>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>	
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		<p>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.</p> <p>27.5.3 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>27.5.4 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>		
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23.	Condition 36.2	The duration of any contract between the SMP Licensee and a Residential Customer or Small Business Customer for the provision of Public Services for which the Licensee has SMP shall not be longer than twenty-four (24) months.	URCA proposes the deletion of this Condition.	URCA considers that the requirements set out in Condition 36.2 are also contained within Clause 2.5.1(a) of the CPR. For the same reasons set out in Item 15 above, URCA proposes to remove unnecessary duplication of regulatory requirements
24.	Condition 38	<p>38.1 The Licensee shall comply with any directions or codes of practice issued by URCA under section 40(1)(e) of the Communications Act concerning Facilities sharing.</p> <p>38.2 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. The Licensee shall share infrastructure whenever and wherever mandated by URCA in accordance with URCA's</p>	<p>Now Condition 45</p> <p>45.1 The Licensee shall comply with the Infrastructure Sharing Regulations as amended from time 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>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</p>	As a result of URCA's proposed insertion of new Conditions, Condition 38 will become 41. The purpose of the proposed modifications and restructuring to this provision is to insert appropriate references to the Infrastructure Sharing Regulations issued by URCA and to improve clarity.

		directions or codes of practice pursuant to Condition 0.	Regulations and any other regulatory measure issued by URCA.	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification	
25.	Condition 1.1	<p>"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.</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.	
26.	Condition 1.1	<p>"Artificial Intelligence" or "AI" means:</p> <p>(a) means technology enabling the programming or training of a device or software to—</p> <ul style="list-style-type: none"> (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 <p>(b) includes generative AI, meaning deep or large language models able to</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.	

		generate text and other content based on the data on which they were trained;	
27.	Condition 1.1	<p>“Cybersecurity” means the measures taken to protect electronic information, systems, networks and hardware from cyber-incidents, cyberattacks, unauthorized access, damage or disruption, including:</p> <ul style="list-style-type: none"> (a) protecting the confidentiality, integrity, and availability of data; (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; 	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.
28.	Condition 1.1	<p>“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</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.

		Government Ministry or agency for the purpose of broadcasting and disseminating Alert Messages to the public.	
29.	Condition 3	<p>3 SURRENDER OF LICENCE</p> <p>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.</p>	This proposed Condition sets out the Licensee's discretion to surrender its Licence in accordance with URCA's Guidance on the Licensing Regime.
30.	Condition 19	<p>19 ARTIFICIAL INTELLIGENCE (AI)</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>	URCA notes the increasing use of AI. Therefore, URCA is of the view that an IOL Condition is necessary to mandate the ethical, transparent and responsible use of AI technologies in the operation of Networks and the provision of Carriage Services.

		<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 Networks and Public Electronic Carriage Services.</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>	
31.	Condition 20	<p>20 HEALTH SAFETY AND ENVIRONMENT</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</p>	<p>URCA notes that electronic communications infrastructure can pose health risks if not properly managed. URCA also considers the operation of Networks, and the provision of carriage services may have adverse impacts on the environment due to energy consumption. Having regard to the foregoing, URCA believes that this proposed condition is essential to protect public health and promote environmental sustainability.</p>

		<p>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 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</p>	
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		its operations. This includes the deployment of energy-efficient technologies and renewable energy technologies where feasible.	
32.	Condition 21	<p>21 CYBERSECURITY</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 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</p>	URCA's considers electronic communications networks to be critical infrastructure. As such, it is important that Licensees be mandated to implement measures to safeguard their Networks and align their organisational practices with international standards to promote network availability and safeguard the confidentiality and integrity of personal data.

		<p>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>	
33.	Condition 22	<p>22 NATIONAL ALERT WARNING SYSTEM (NAWS)</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 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</p>	<p>Licensees play a pivotal role in the broadcasting and dissemination of critical information during emergencies, which is necessary to safeguard the public. As such, URCA considers that a Condition to mandate Licensees to facilitate this vital infrastructure is necessary to enhance public safety, and national security.</p>

		<p>readiness of all relevant systems and Equipment to promptly and effectively broadcast and disseminate all Alert Messages.</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>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,</p>	
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		<p>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 any other alert messaging system mandated by law.</p>	
34.	Condition 23	<p>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:</p> <ul style="list-style-type: none"> (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. 	The proposed insertion of this new Condition is to ensure that licensees comply with their obligations set out in the CPR.

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Table 2: URCA’s Proposed Material Modifications, Variations and New Conditions to the ISL

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
35.	Condition 1.1	<p>“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);</p>	<p>URCA proposes to delete this definition.</p>	<p>The organisations included in this definition will be subsumed into the term International Standards Bodies.</p>
36.	Condition 1.1	<p>““Interference” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;”</p>	<p>“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;</p>	<p>URCA’s considers that inserting the word “non-terrestrial” ensures that the definition of interference encompasses all types of electronic communications networks, including non-terrestrial networks.</p>

37.	Condition 1.1	<p>“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be an International Standards Body;”</p>	<p>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;</p>	<p>The modifications are proposed to include the organisations previously included the deleted definition European Standards Organisations.</p>
38.	Condition 1.1	<p>“Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;”</p>	<p>“Mobile Broadband Communications Service” 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>The purpose of this proposed modification is to ensure that this definition is fit for purpose and reflects the evolution of technology as mobile broadband services now encompassing a wide range of services beyond voice communications.</p>

39.	Condition 1.1	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft.”</p>	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship, aircraft, or sub-orbital vehicle;”</p>	This modification contemplates non-terrestrial networks and stations.
40.	Condition 5.10	<p>5.10 Unless expressly permitted in the Appendix, the Licensee shall not do any of the following:</p> <p>5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Speech Communications Service;</p> <p>5.10.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Services.</p>	<p>5.10 Unless expressly permitted in the Appendix to this Licence, the Licensee shall not do any of the following:</p> <p>5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Broadband Communications Service;</p> <p>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.</p>	The purpose of this proposed modification is to ensure consistency and improve clarity.
41.	Condition 12	<p>12.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand</p>	<p>COMMUNICATIONS AND NOTICES</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>	As technology advances, traditional methods of communications, such as paper notices, are increasingly being supplemented or replaced with electronic methods. The proposed modification to this Condition ensures that Licence reflects modern communication practices.

		<p>that they will use facsimile for transmission of specific notices.</p> <p>12.2 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.</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>	
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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>	
42.	Appendix	The Appendix to the ISL currently has one table, namely Table A which deals with Point to Multi-Point communications.	<p>URCA proposes to modify Table A as by changing sub-column headings “Center Frequency” and “Bandwidth” to “Lower Frequency” and “Upper Frequency” respectively.</p> <p>URCA proposes to insert a new table called Table B to deal with Point-to-Point communications. Table B will have:</p> <ul style="list-style-type: none"> (a) columns named Station, Coordinates, Antenna Height (ft), Frequency (MHz), Assignment Commencement Date, and Assignment Expiry Date; and (b) two sub-column headings both called Site under column heading Station; 	The purpose of URCA’s proposed modifications is to ensure that the technical and regulatory aspect of each communication type is appropriate captured and addressed, to facilitate regulatory monitoring and enforcement and to promote efficient spectrum management.

			<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>	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification	
43.	Condition 4.2 (Payment of Licence Fee)	URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.	URCA proposes to set out its discretion to suspend the Licence for failure to pay licence fees and contributions pursuant to section 8(1)(i) of the Communications Act.	
44.	Condition 13	<p>13. SURRENDER OF LICENCE</p> <p>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.</p>	This proposed Condition sets out the Licensee's discretion to surrender its Licence in accordance with URCA's Guidance on the Licensing Regime.	

Table 3: URCA’s Proposed Material Modifications, Variations and New Conditions to the COLRR

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
45.	Condition 1.8	Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee’s rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.	Now Condition 3.3 3.3 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;	URCA’s proposed insertion of the term “Intellectual Property Rights” into this definition is made for the avoidance of doubt that licensees are/were always required to obtain necessary Intellectual Property Rights to broadcast content.
46.	Condition 1.1	1.12 For each Financial Year of the Licence, any annual fees payable by the Licensee under section 92(1)(c) of the Communications Act shall be based upon:	Now Condition 5.2 5.2 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	The modifications to the entirety of Condition 1.12 are proposed to: (a) reflect URCA’s current billing practices; and

		<p>1.12.1 the last available audited accounts of the Licensee; or</p> <p>1.12.2 if the Licensee does not have any available audited accounts or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants; or</p> <p>1.12.3 if the Licensee does not have any available accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants, the expected Relevant Turnover in the Licensee’s business plan.</p>	<p>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):</p> <p>(i) the last available audited accounts not exceeding two (2) years of the current billing year of the Licensee; or</p> <p>(ii) where the Licensee does not have any available audited accounts that meet the criterion set out in Condition 5.2.1 above or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practicing licence issued by the Bahamas Institute of Chartered Accountants not exceeding one (1) year of the current billing year; or</p> <p>(iii) where the Licensee does not have any available accounts certified by an accountant in possession of a practicing 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</p>	<p>(b) ensure consistency with provisions of the Communications Act, in particular the definition of “relevant turnover”.</p>
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			such time as URCA receives the Licensee's certified accounts.	
47.	Condition 1.14	<p>1.14 Without prejudice to Condition 1.320, in the event of a default by the Licensee in the payment of any fees when due under this Licence:</p> <p>1.14.1 the Licensee shall pay to URCA interest under section 94 of the Communications Act; and</p> <p>1.14.2 URCA may revoke this Licence under the terms of the Communications Act.</p>	<p>Now Condition 5.4</p> <p>5.4 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>(i) The named Licensee shall pay to URCA interest under the relevant sections of the Communications Act; and</p> <p>(ii) URCA may suspend this Licence; or</p> <p>(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 thereon under this Licence.</p>	URCA proposes to set out its discretion to suspend the Licence for failure to pay licence fees and contributions pursuant to section 8(1)(i) of the Communications Act.
48.	Condition 1.15.1	The Licensee shall, in offering to provide, or providing, Public Services other than Free Broadcast Services, ensure that it offers contracts with terms that at least include applicable prices and tariffs (which for the avoidance of doubt shall not include	URCA proposes to delete this Condition.	URCA considers that the requirements set out in Condition 1.15.1 are also contained within Clauses 2.1.2 to 2.1.7 of the CPR. URCA's proposed deletion of Condition 1.15.1 would remove unnecessary duplication of regulatory requirements. URCA considers that the proposed deletion would streamline the framework and improve legal certainty.

		customised or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Public Services by End-Users, except Public Pay Telephones, are published.		
49.	Condition 1.15.2	<p>1.15.2 Where the Licensee intends to modify a condition in a contract with a Residential Customer or a Small Business Customer which is likely to be of material detriment to the Residential Customer or the Small Business Customer, the Licensee shall:</p> <p>(a) provide the Residential Customer or the Small Business Customer, as appropriate, with at least one month's notice of its intention detailing the proposed modification; and</p> <p>(b) inform the Residential Customer or the Small Business</p>	URCA proposes to delete this Condition.	URCA considers that the requirements set out in Condition 1.15.2 are also contained within Clause 2.5.2 of the CPR. For the same reasons set out in Item 4 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

		Customer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Residential Customer or the Small Business Customer.		
50.	Condition 1.17	<p>1.17.1 Where the Licensee's Subscriber has not paid the Licensee all or part of a bill for Carriage Services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:</p> <p>(a) be proportionate and not unduly discriminatory;</p> <p>(b) give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and except in cases of fraud,</p>	URCA proposes to delete Condition 1.17.	Clause 5.13, 5.14, and 5.15 of the CPR. For the same reasons set out in Item 4 above, URCA proposes to remove unnecessary duplication of regulatory requirements.

		<p>persistent late payment or non-payment, confine any service interruption to the Carriage Service concerned, as far as technically feasible.</p> <p>1.17.2 The Licensee shall publish details of generic measures it may take against Subscribers generally to effect payment or disconnection in accordance with Condition 1.17.1 above by:</p> <ul style="list-style-type: none"> (a) sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and (b) placing a copy of such information on any relevant website operated or controlled by the Licensee. 		
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51.	Condition 1.18	The Licensee shall not render any bill to a Subscriber in respect of the provision of any Public Services unless every amount stated in that bill represents and does not exceed the true extent of any such service actually provided to the Subscriber or its End-Users.	URCA proposes to delete Condition 1.18.	Clause 5.1.1, 5.1.2 and 5.3.1 of the CPR. For the same reasons set out in Item 4 above, URCA proposes to remove unnecessary duplication of regulatory requirements.
52.	Condition 1.37	Condition 1.36 shall not apply to a mortgage, charge or other transaction entered into for the purpose of securing borrowings of the Licensee, being borrowings for the purposes of establishing, operating or maintaining the Licensee's Network or providing the Carriage Services or the provision of anything incidental to the Network or the Carriage Services.	Now Condition 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 by the Licensee 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.	The purpose of URCA's proposed modifications to this Condition is to ensure that is clear that Licensees are required to obtain URCA's prior written consent to transfer or dispose of any key network assets necessary to provide services. URCA considers that it is necessary to have regulatory oversight of such disposals to ensure such actions are in the best interest of service continuity, operational integrity, consumer protection, market dynamics and competition and other matters of national interests.
53.	Condition 1.38 and 1.39	1.38 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand	Now Condition 19 19 COMMUNICATIONS AND NOTICES 19.1 Notices, orders and other documents under this Licence may be in writing or in print or in electronic	As technology advances, traditional methods of communications, such as paper notices, are increasingly being supplemented or replaced with electronic methods. The proposed modification to this Condition ensures that Licence reflects modern communication practices.

		<p>that they will use facsimile for transmission of specific notices.</p> <p>1.39 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or by hand.</p>	<p>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>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</p>	
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		<p>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 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>	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification
54.	Condition 1.1	<p>"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.</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.
55.	Condition 1.1	<p>"Artificial Intelligence" or "AI" means:</p> <p>(a) means technology enabling the programming or training of a device or software to—</p> <p>(i) perceive environments through the use of data;</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.

		<ul style="list-style-type: none"> (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 <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>	
56.	Condition 1.1	<p>“Cybersecurity” means the measures taken to protect electronic information, systems, networks and hardware from cyberattacks, unauthorized access, damage or disruption, including:</p> <ul style="list-style-type: none"> (a) protecting the confidentiality, integrity, and availability of data; (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; 	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.

57.	Condition 1.1	<p>“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;</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.
58.	Condition 1.1	<p>“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 or agency for the purpose of broadcasting and disseminating Alert Messages to the public.</p>	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.
59.	Condition 6	<p>6 CONSUMER PROTECTION</p> <p>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:</p>	

		<ul style="list-style-type: none"> (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. 	
60.	Condition 7	<p>7.1 In addition to complying with the National Interest Matters provision under the Communications Act, the Licensee shall:</p> <ul style="list-style-type: none"> (i) Take reasonable steps to prevent the operation of any Networks and the 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, protection the interests of the revenue and the 	URCA proposed the insertion of this Condition to ensure that this class of licensee adhere to law, regulations, and policies that are essential in safeguarding national security, public safety and the socio-economic well-being of the country.

		interest of the public, and protecting national security.	
61.	Condition 8	<p>8 ARTIFICIAL INTELLIGENCE (AI)</p> <p>19.1 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.</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 Networks and Carriage Services.</p> <p>19.4 The Licensee shall ensure that any AI technology deployed in its Network or Carriage Services adhere to ethical principles, including transparency, accountability and</p>	URCA notes the increasing use of AI. Therefore, URCA is of the view that an IOL Condition is necessary to mandate the ethical, transparent and responsible use of AI technologies in the operation of Networks and the provision of Carriage Services.

		<p>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>	
62.	Condition 9	<p>9 HEALTH SAFETY AND ENVIRONMENT</p> <p>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.</p> <p>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.</p> <p>9.3 The Licensee shall comply with all applicable laws, as amended from time to time, regarding public health and safety and the environment.</p>	<p>URCA notes that electronic communications infrastructure can pose health risks if not properly managed. URCA also considers the operation of Networks, and the provision of carriage services may have adverse impacts on the environment due to energy consumption. Having regard to the foregoing, URCA believes that this proposed condition is essential to protect public health and promote environmental sustainability.</p>

		<p>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.</p> <p>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.</p>	
63.	Condition 10	<p>10 CYBERSECURITY</p> <p>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, cyber-attacks, and any other activities that may compromise the confidentiality, integrity, functioning and availability of its Networks and Carriage Services.</p> <p>10.2 The Licensee shall comply with all applicable laws, as amended from</p>	<p>URCA's considers electronic communications networks to be critical infrastructure. As such, it is important that Licensees be mandated to implement measures to safeguard their Networks and align their organisational practices with international standards to promote network availability and safeguard the confidentiality and integrity of personal data.</p>

		<p>time to time, regarding the protection of personal data, sensitive personal data and Cybersecurity.</p> <p>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.</p> <p>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.</p>	
64.	Condition 11	<p>11 NATIONAL ALERT WARNING SYSTEM (NAWS)</p> <p>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.</p>	<p>Licensees play a pivotal role in the broadcasting and dissemination of critical information during emergencies, which is necessary to safeguard the public. As such, URCA considers that a Condition to mandate Licensees to facilitate this vital infrastructure is necessary to enhance public safety, and national security.</p>

		<p>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.</p> <p>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.</p> <p>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</p>	
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		<p>law and any other national efforts to enhance public safety and emergency responses.</p> <p>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.</p> <p>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.</p>	
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Table 4: URCA’s Proposed Material Modifications, Variations and New Conditions to the CSLRR

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
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1.	Condition 1.1	<p>“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);</p>	<p>URCA proposes to delete this definition.</p>	<p>The organisations included in this definition will be subsumed into the term International Standards Bodies.</p>
2.	Condition 1.1	<p>““Interference” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;”</p>	<p>“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;</p>	<p>URCA’s considers that inserting the word “non-terrestrial” ensures that the definition of interference encompasses all types of electronic communications networks, including non-terrestrial networks.</p>
3.	Condition 1.1	<p>““International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical</p>	<p>International Standards Bodies” means the International Telecommunication Union (ITU), European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), the European Telecommunications</p>	<p>The modifications are proposed to include the organisations previously included the deleted definition European Standards Organisations.</p>

		Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be an International Standards Body;”	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;	
4.	Condition 1.1	<p>““Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;”</p>	<p>“Mobile Broadband Communications Service” 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>	The purpose of this proposed modification is to ensure that this definition is fit for purpose and reflects the evolution of technology as mobile broadband services now encompassing a wide range of services beyond voice communications.
5.	Condition 1.1	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft;”</p>	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship, aircraft or sub-orbital vehicle;”</p>	This modification contemplates non-terrestrial networks and stations.

6.	Condition 5.10	<p>5.10 Unless expressly permitted in the Appendix, the Licensee shall not do any of the following:</p> <p>5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Communications Service;</p> <p>5.10.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Service.</p>	<p>5.10 Unless expressly permitted in the Appendix to this Licence, the Licensee shall not do any of the following:</p> <p>5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Broadband Communications Service;</p> <p>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 Service.</p>	The purpose of this proposed modification is to ensure consistency and certainty.
7.	Condition 12	<p>12.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.</p> <p>12.2 Notices to URCA under the Conditions shall be in</p>	<p>Now Condition 13</p> <p>COMMUNICATIONS AND NOTICES</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>	As technology advances, traditional methods of communications, such as paper notices, are increasingly being supplemented or replaced with electronic methods. The proposed modification to this Condition ensures that Licence reflects modern communication practices.

		<p>writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.</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 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</p>	
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			<p>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 primary contact on matters related to this Licence.</p>	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification	
8.	Condition 4.2 (Payment of Licence Fee)	URCA may suspend this Licence for failure and/or refusal by the Licensee to pay licence fees in full or as charged by URCA.	URCA proposes to set out its discretion to suspend the Licence for failure to pay licence fees and contributions pursuant to section 8(1)(i) of the Communications Act.	
9.	Condition 12	<p>12 LICENSED RADIO SPECTRUM</p> <p>12.1 The Licensed Radio Spectrum are the radio frequency band(s) listed in Appendix B of the National Spectrum Plan, unless otherwise specified.</p>	URCA proposes to delete the Appendix. The Appendix to the CSLRR currently has three tables, namely Table A, B and C. The power limits and frequencies in Tables A, B, and C have been modified consequential to World Radiocommunications Conference standards which are now set out in the National Spectrum Plan.	
10.	Condition 14	<p>14 SURRENDER OF LICENCE</p> <p>14.1 This Licence may be surrendered by the Licensee by submitting an application to URCA in accordance with the procedure</p>	This proposed Condition sets out the Licensee's discretion to surrender its Licence in accordance with URCA's Guidance on the Licensing Regime.	

		established under URCA’s Guidance On The Licensing Regime, as amended from time to time.	
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Table 5: URCA’s Proposed Material Modifications, Variations and New Conditions to the COLNRR

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
1.	Condition 1.6	Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee’s rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.	Now Condition 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.	URCA’s proposed insertion of the term “Intellectual Property Rights” into this definition is made for the avoidance of doubt that licensees are/were always required to obtain necessary Intellectual Property Rights to broadcast content.
Item No.	Licence Condition	URCA’s Proposed New Conditions	URCA’s Rationale and Justification	

2.	Condition 1.1	“Communication Act” means the Communications Act, 2009;	This is proposed to be inserted for legislative certainty.
3.	Condition 1.1	“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;	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.

Table 6: URCA’s Proposed Material Modifications, Variations and New Conditions to the CSLNRR

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
1.	Condition 1.1	“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical	URCA proposes to delete this definition.	The organisations included in this definition will be subsumed into the term International Standards Bodies.

		Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);		
2.	Condition 1.1	“ Interference ” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;”	“ 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;	URCA’s considers that inserting the word “non-terrestrial” ensures that the definition of interference encompasses all types of electronic communications networks, including non-terrestrial networks.
3.	Condition 1.1	“ International Standards Bodies ” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be	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	The modifications are proposed to include the organisations previously included the deleted definition European Standards Organisations.

		an International Standards Body;”	any other body specified by URCA to be an International Standards Body;	
4.	Condition 1.1	<p>“Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;”</p>	<p>“Mobile Broadband Communications Service” 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>The purpose of this proposed modification is to ensure that this definition is fit for purpose and reflects the evolution of technology as mobile broadband services now encompassing a wide range of services beyond voice communications.</p>
5.	Condition 1.1	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft.”</p>	<p>“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship, aircraft, or sub-orbital vehicle;”</p>	<p>This modification contemplates non-terrestrial networks and stations.</p>
6.	Condition 3.8	<p>3.8 The Licensee shall not do any of the following:</p> <p>3.8.1 use or intentionally allow the use of its Licensed Radio Spectrum for the</p>	<p>3.8 The Licensee shall not do any of the following:</p> <p>3.8.1 use or intentionally allow the use of its Licensed Radio Spectrum for the provision of any Mobile Broadband Communications Service.</p>	<p>The purpose of this proposed modification is to ensure consistency and certainty.</p>

		<p>provision of any Mobile Speech Communications Service.</p> <p>3.8.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Services.</p>	<p>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.</p>	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification	
7.	Condition 7	<p>7.1 The Licensed Radio Spectrum means, unless otherwise specified, the radio frequency band(s) listed in Appendix C of the National Spectrum Plan.</p>	<p>The Licensed Radio Spectrum Condition was previously set out in an Appendix to this Licence containing power limits and frequencies that have been modified consequential to the World Radiocommunications Conference standards which are now set out in the National Spectrum Plan.</p>	
8.	Condition 8	<p>8. MODIFICATION, VARIATION AND REVOCATION</p> <p>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.</p> <p>8.2 URCA may determine any spectrum to be vacated in accordance with the relevant</p>	<p>The purpose of this proposed new condition to establish the process for modification, variation and revocation of the CSLNRR.</p>	

		sections of the Communications Act.	
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Table 7: URCA’s Proposed Material Modifications, Variations, and New Conditions to the Operating Exemption

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
1.	Condition 1.4	Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of a Network, the provision of a Carriage Service, including obtaining any licences required under the Communications Act for the use of Radiocommunications.	Now Condition 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.	URCA’s proposed insertion of the term “Intellectual Property Rights” into this definition is made for the avoidance of doubt that licensees are/were always required to obtain necessary Intellectual Property Rights to broadcast content.
Item No.	Licence Condition	URCA’s Proposed New Conditions	URCA’s Rationale and Justification	
2.	Condition 1.1	“ Intellectual Property Rights ” means all inventions (whether patentable or not), patents, utility models,	URCA proposes to insert a definition for this term to ensure that it is clear what it refers to	

		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;	when referenced in the document to avoid ambiguity or misinterpretation.
3.	Condition 2.1	<p>DURATION</p> <p>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.</p>	The purpose of this proposed new condition is to establish the duration and the process for revocation of the Operating Exemption.
4.	Condition 5	<p>MODIFICATION, VARIATION AND REVOCATION</p> <p>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.</p>	The purpose of this proposed new condition is to establish the process for modification, variation and revocation of the Operating Exemption.

Table 8: URCA’s Proposed Material Modifications, Variations and New Conditions to the Spectrum Exemption

Item No.	Licence Condition	Existing Provisions	URCA’s Proposed Material Modifications and Variations	URCA’s Rationale and Justification
65.	Condition 1.1	““CFR” means the Code of Federal Regulations issued and maintained by the FCC.”	URCA proposes to delete this definition.	The CFR is no longer applicable, therefore URCA proposes to delete it to ensure that the exemption reflects the current regulatory environment.
66.	Condition 1.4	Nothing in this Exemption shall relieve any person of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of a Network, the provision of a Carriage Service, including obtaining any licences required under the Communications Act for the use of Radiocommunications.	Now Condition 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.	URCA’s proposed insertion of the term “Intellectual Property Rights” into this definition is made for the avoidance of doubt that licensees are/were always required to obtain necessary Intellectual Property Rights to broadcast content.

67.	Condition 1.5	<p>1.5 Low Power Devices are devices capable of radio transmission that:</p> <ul style="list-style-type: none"> (a) have been tested and approved by the FCC; and (b) meet the specifications set out in Part 15 of Title 47 of the CFR as may be amended from time to time; and (c) have an FCC identification label indicating that the device is authorised by the FCC and a compliance label indicating that the device is authorised under Part 15 of Title 47 of the CFR; and (d) are only capable of low power radiation; and (e) are only capable of transmitting signals over short distances, 	<p>Now Condition 4.1 and 4.2</p> <p>4.1 Low Power Devices are devices that:</p> <ul style="list-style-type: none"> (a) operate in compliance with the National Spectrum Plan of The Bahamas; (b) have been tested by an URCA-approved Telecommunication Certification Body (“TCB”). A TCB is a highly specialised telecommunication 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 RF devices entering The Bahamas will meet the technical regulatory standards published by URCA; (c) have a unique identification label indicating that the device is authorised by an URCA-approved telecommunication regulatory body; (d) are only capable of low power radiation; and 	<p>The proposed modifications are made to improve clarity and ensure that the exemption reflects the URCA’s current regime.</p>
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		provided that it is not an excluded device specified by URCA on its website or in any Regulatory And Other Measure.	(e) are only capable of transmitting signals over short distances. provided that it is not an excluded device specified by URCA on its website or in any Regulatory and Other Measure.	
68.	Condition 1.6	1.6 Low Power Devices use radio spectrum on a secondary basis, meaning that they use shared spectrum without causing harmful interference.	Now Condition 4.2 Persons using radio spectrum by means of a Low Power Device may be exempted from the licensing requirements in Part IV of the Comms Act provided that: (a) it is not an excluded device specified by URCA on its website or in any Regulatory and Other Measure; (b) associated equipment does not or is unlikely to cause significant 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	The proposed modifications are made to improve clarity and ensure that the exemption reflects the URCA's current regime.

			<p>(d) URCA is satisfied that such exemption would be compatible with relevant international recommendations and standards.</p> <p>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.</p>	
Item No.	Licence Condition	URCA's Proposed New Conditions	URCA's Rationale and Justification	
69.	Condition 1.1	<p>"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;</p>	<p>URCA proposes to insert a definition for this term to ensure that it is clear what it refers to when referenced in the document to avoid ambiguity or misinterpretation.</p>	

70.	Condition 2.1	<p>DURATION</p> <p>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.</p>	<p>The purpose of this proposed new condition is to establish the duration and the process for revocation of the Spectrum Exemption.</p>
71.	Condition 5	<p>MODIFICATION, VARIATION AND REVOCATION</p> <p>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.</p>	<p>The purpose of this proposed new condition to establish the process for modification, variation and revocation of the Spectrum Exemption.</p>

6 Next Steps

After the consultation closes, URCA will carefully consider all comments and submissions received within the prescribed timeline for responding to this Consultation Document. Subject to Section 1.3 of this Consultation Document, all comments and submissions received within the prescribed timeline may be published on the URCA website.

URCA will issue a Statement of Results and Final Decision to this Consultation Document within thirty (30) calendar days following the end of the consultation period unless extenuating circumstances dictate otherwise (in which case URCA will duly notify the public). URCA will give full reasons for its decisions. Upon completion of this consultation process, URCA will set out the finalized text of the Revised Licences and Exemptions, which will be simultaneously published on URCA's website along with URCA's Statement of Results and Final Decision.

Annex A: *Draft Revised Individual Operating Licence*

Annex B: *Draft Revised Individual Spectrum Licence*

Annex C: *Draft Revised Class Operating Licence Requiring Registration*

Annex D: *Draft Revised Class Spectrum Licence Requiring Registration*

Annex E: *Draft Revised Class Operating Licence Not Requiring Registration*

Annex F: *Draft Revised Class Spectrum Licence Not Requiring Registration*

Annex G: *Draft Operating Exemption*

Annex H: *Draft Spectrum Exemption*

ANNEX A:

[Name of Licensee]



**INDIVIDUAL OPERATING LICENCE – IO-XX-XXXX
(Revised)**

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) means 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) 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;

“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) pay television services; or
- (i) 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 (15th) 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 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.

- 4.5 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 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.

- 5.2 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.

5.3 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.

5.4 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.

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 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.
- 19.3 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 Networks and Public Electronic Carriage Services.
- 19.4 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 EXCEPTIONS AND LIMITATIONS

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 Emergency Planning

32.1 Subject to Condition 32.3, the Licensee shall, on the request of and in consultation with:

- (i) the authorities responsible for Emergency Organisations; 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 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.

32.2 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.

32.3 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.
- 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.
- 45.3 The Licensee shall share infrastructure whenever and wherever mandated by URCA in accordance with URCA's regulations, directions or codes of practice pursuant to Condition 45.1.

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
(Revised)**

Commencement Date:

UTILITIES REGULATION & COMPETITION AUTHORITY

Frederick House, Frederick Street | P.O. Box N-4860 Nassau, Bahamas | T 242.393.0234 | F 242.393.0153/ 242.393.0237
www.urcabahamas.bs

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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.¹

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.

4 PAYMENT OF LICENCE FEE

4.1 The Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act, in the manner notified by URCA:

4.1.1 any URCA Fees;

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

¹ 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.

4.1.3 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 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.

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

DRAFT



ANNEX C:

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

(Revised)

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) means 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) 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;

“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 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 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 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.

5.2 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.

5.3 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.

5.4 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:

(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 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 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.

8.3 The Licensee shall comply with all directions, guidelines, standards, regulatory and other measures issued by URCA concerning the use of AI technology in its Networks and Carriage Services.

8.4 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.
- 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.

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ANNEX D:

**CLASS SPECTRUM LICENCE REQUIRING
REGISTRATION**

(Revised)

Commencement Date:

UTILITIES REGULATION & COMPETITION AUTHORITY

Frederick House, Frederick Street | P.O. Box N-4860 Nassau, Bahamas | T 242.393.0234 | F 242.393.0153/ 242.393.0237
www.urbahamas.bs

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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.

4 PAYMENT OF LICENCE FEE

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

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.

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ANNEX E:

**CLASS OPERATING LICENCE
NOT REQUIRING REGISTRATION**

(Revised)

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.

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**

(Revised)

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

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

(Revised)

DRAFT

Date:[XX October 2024]

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DRAFT

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

(Revised)

DRAFT

Date:[XX October 2024]

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DRAFT

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.