



Amateur Licences Terms and Conditions

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The Licence

Definitions and Interpretation

In this Licence, unless the context requires otherwise, the following words shall have the following meanings:

“**Amateur**”, “Amateur Radio Operator” or “Radio Amateur” means a person who is duly qualified and licensed to use an Amateur Station;

“**Amateur Service**” means a radiocommunication service for the purpose of self-training in communication by radio telecommunications and technical investigations carried out by amateurs, that is, by duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest;

“**Amateur Station**” means a station in the Amateur Service;

“**Call sign**” means the call sign assigned to the Amateur Station authorised by this Licence;

“**Date of Grant**” means the date on which this licence commences;

“**Inland Waters**” means any canal, river, lake, loch or navigation which is not Tidal Water;

“**Government**” means the Government of the Republic of Trinidad and Tobago;

“**Messages**” includes communication by:

- i) telephony;
- ii) morse telegraphy;
- iii) visual communications (which include slow scan television (SSTV), fast scan television (FSTV), facsimile and,
- iv) digital communications (which include data, radio teletype (RTTY) and amateur teleprinting over radio (AMTOR));

“**Minister**” means the member of Cabinet to whom responsibility for telecommunications is assigned;

“**National Spectrum Plan**” means the spectrum management plan developed by the Authority for management of radiofrequency spectrum pursuant to section 41 of the Act;

“**Station**” means the Amateur Station the operation of which is authorised by this Licence;

“**Term**” means the period for which this Licence shall remain in force as set out in Condition A5;

“**Vessel**” includes a hovercraft and any other floating structure which is capable of being manned;

Save as otherwise specified above, words and expressions used shall have the meaning given in the Act.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

Section A – General Conditions applicable to Licence

Laws and Regulations

A1. This Licence is issued pursuant and subject to the Act. The provisions of the Act shall apply to this Licence and to the Licensee's operation or use of any radiocommunication service or radiotransmitting equipment. Nothing in this Licence shall be construed as limiting or excluding the application of any provision of the Act.

A2. The Licensee shall comply with the Act, all regulations or other instruments made under the Act, the conditions of this Licence and all relevant laws in force from time to time in the Republic of Trinidad and Tobago.

A3. The Licensee shall, without delay, comply with any lawful direction made by the Government, the Minister, or by the Authority under the Act.

A4. The conditions contained in this Licence shall be construed and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago.

Period of Licence

A5. This Licence shall take effect on the Date of Grant and shall continue in effect for a period set out in the Term in respect of the radiotransmitting equipment being installed, operated and used, the radio frequencies identifies and the related radiocommunications service being established, operated as set out in Schedule B of the Licence. This Licence shall determine at any time where all permissions granted under this Licence herein have been terminated.

A6. This Licence may be renewed by the Authority upon application by the Licensee to the Authority, such application to be made no later than Three (3) months before end of the term.

A7. The Authority shall, in assessment of any application for renewal of this Licence, be entitled to consider and have regard to the Licensee's previous compliance with the conditions of this Licence, any material contravention of the Act, or regulations made thereunder and/or whether the licensee failed to comply materially with any lawful direction of the Authority.

Payment of Licence Fees

A8. The Licensee shall pay to the Authority any licence fees applicable to the radiocommunication service or radiotransmitting equipment authorised by this Licence as determined by and in accordance with such regulations relating to licence fees under the Act which may from time to time be in force.

A9. Interest shall be payable by the Licensee on any Licence fee that remains due after the due date in accordance with such regulations relating to licence fees under the Act which may from time to time be in force.

Use of Spectrum and Equipment

A10. The Licensee shall use the Station for the purpose of self-training in communication by radio telecommunications, which use (without limiting the generality of the foregoing) includes technical investigations.

A11. The Licensee shall take all necessary steps to ensure that its operation or use of the radiocommunication service or radiotransmitting equipment authorised by this Licence does not cause harmful interference to any other licensed radiocommunication service or radiotransmitting equipment unless and to the extent that same is expressly provided for in any regulation, instrument or under the Act.

A12. The Licensee shall take all necessary steps to ensure that its operation or use of the radiocommunication service or radiotransmitting equipment authorised by this Licence does not cause any danger to the public.

A13. The Licensee shall ensure that the radiocommunication service and the radiotransmitting equipment always operated by it or on its behalf strictly complies with all applicable emission standards and technical specifications or requirements as stated in the licence including those specified by the Authority from time to time.

A14. The Licensee shall cooperate with the Authority for the purposes of assisting the Authority in coordinating and managing the efficient use of radio frequency spectrum as a public resource, including in relation to any neighbouring country, and shall provide any assistance reasonably requested by the Authority for these purposes.

A15. The Licensee shall, in accordance with the Act, any regulation and any other relevant law, obtain all required consents, approvals and rights of access from all relevant Government ministries, Government departments, local authorities and statutory bodies before the commencement of any installation of its radiotransmitting equipment.

A16. The Licensee shall obtain the approval of all relevant authorities before erecting any mast or antenna to be used in connection with the operation of the station

A17. The Licensee shall keep accurate, up to date and detailed records of the operations of the radiotransmitting equipment used to provide the radiocommunication service. The Licensee shall make such information available, promptly and without charge to the Authority and shall provide copies of the information as required for the Authority's purposes.

Messages

A18. The Licensee shall send messages in plain language and shall relate solely to the Licensee's experiments and technical investigations or personal affairs (not being business affairs) or to the personal affairs of the person with whom the Licensee is communicating.

A19.

- a) The Licensee shall not use the Station to transmit news, advertisements, communications of a business or non-experimental character, messages for pecuniary reward or messages for or on behalf of a third party;
- b) Notwithstanding (a) above the Licensee may transmit messages on behalf of a third party only in cases of National emergencies or National disaster relief efforts.
- c) The Licensee shall not use the Station as a broadcast station for news, music, speeches or any other transmissions except for distress messages.
- d) Except with the written permission of the Authority, the Licensee shall not call or transmit to any station other than an Amateur Station;
- e) The Licensee shall not commence transmission without listening in on the radio frequency to be used in order to ascertain that no interference is likely to be caused to any other station which may be operating.
- f) The Licensee may not make use of any encryption device or equipment in the operation or use of the Station.
- g) The Licensee shall, if required by the Authority by notice in writing, transmit any message provided by the Authority by means of the Station.
- h) The Licensee shall not transmit obscene language and shall ensure that obscene language is not transmitted from the Station.
- i) The Licensee may use codes and abbreviations for communications as long as they do not obscure the meaning of, but only facilitate, the communication of messages.
- j) The Licensee may send messages to individual amateurs but shall not send Messages (whether directly or for onwards transmission by another station) for general reception by Amateurs other than:
 - i. initial calls;
 - ii. to groups of Amateurs as long as communication is first established separately with at least one licensed amateur in any such group;
 - iii. to Amateurs who participate within a net, or
 - iv. messages transmitted via a mailbox or bulletin board for reception by all or any Amateurs who have the facility to transmit and receive RTTY or Data Transmissions.
- k) Greetings messages may be sent by non-licensed persons provided that;
 - i. It is under the direct supervision of the Licensee or Authorized club member (in case of a license held on behalf of a club), who must operate the transmitter and identify the Station; and
 - ii. each greetings message does not exceed five minutes.

Recorded or Retransmitted Messages

A20.

- a) the Licensee may record and retransmit messages addressed to the Licensee from other licensed amateurs:
 - i. with whom the Licensee is in direct communications; or
 - ii. which are intended for retransmission to a specified Amateur.
- b) The Licensee may send messages by (or as part of) the intermediate relaying of the messages to or from other Amateurs.
- c) When recording and retransmitting the message of another Amateur from the Station, if the Licensee also records and retransmits a call sign on behalf of another Amateur, then the Licensee shall ensure that the Call Sign is also transmitted in such a way that the origin of the message and the origin of the transmission are clear.

Log

A21.

- 1) The Licensee shall keep a permanent record (the “Log”) of all wireless transmissions at the main station address and all temporary locations showing:
 - i. Dates of transmission;
 - ii. the times in Universal Co-ordinated Time (UTC) during each day of:
 - i. the first and last transmission from the Station (except when using automatic operations involving digital communications); or
 - ii. switching the station on and off for the purpose of enabling transmissions (when using automatic operations involving digital communications), and changing the frequency band, class of emission or power;
 - iii. frequency band of transmission or, in an unattended operation, the specific employed;
 - iv. class of emission;
 - v. power level;
 - vi. initial calls (“CQ” calls) (whether or not they are answered);
 - vii. except during automatic operations involving digital communications. The call sign of licensed amateur radio stations with which communications have been established (not including those amateurs or which form part of the intermediate relay of messages);
 - viii. details of any test carried out; and
 - ix. location when the station is operated at a temporary location.
- 2) The log shall be written in a book or maintained on magnetic tape, disc or other electronic storage medium. If the log is maintained on an electronic storage medium the means to view the log and produce a hard copy shall be kept readily available at the main station address.
- 3) Where the log is maintained:
 - a. In a book, the book shall not be loose-leaf, and no gaps shall be left between the entries;
 - b. On magnetic tape, disc or other electronic storage medium, suitable precautions shall be taken to ensure that the log is backed up.

- 4) The Licensee shall keep the log for inspection by a person authorized by the telecommunication Authority for at least six months from the date of the last entry whether or not this license has expired or been revoked.
- 5) The Licensee shall record additional matters in the log and for such period as may be specified by the Authority.
- 6) The Licensee shall, without prejudice to the provisions of the Act, make the log available for inspection by an authorised officer of the Authority.

Identification

A22. In operation of the Station the Licensee shall transmit the Call Sign:

- a) during initial calls (“CQ”) calls;
- b) The Licensee shall identify the station by the transmission of the Call Sign at the beginning and end of each communication and every five (15) minutes during any given communication;
- c) at the beginning of transmission on a new frequency (whenever the frequency of transmission is changed);
- d) by the same type of transmission that is being used for the communication;
- e) on the same carrier frequency that is being used for the communication; and
- f) by morse telegraphy or telephony, at the end of each 30-minute period during which transmissions are sent from the station (unless already transmitting in morse telegraphy or telephony). If the Licensee is conducting automatic operations involving digital communications, then he shall transmit the Call Sign under this sub- clause at a maximum speed of 20 words per minute.

A23. Where the Licensee is intending to operate within a net the licensee shall observe the following requirements in relation to the transmission of the Call Sign;

- a) the Licensee shall transmit the Call Sign when he first joins the net and on leaving it;
- b) whilst participating in the net, he shall not be obliged to transmit the Call Sign when contacting other participants;
- c) whilst participating in the net, he shall transmit the Call Sign;
 - i. when 15 minutes have elapsed since the last transmission of the Call Sign; or
 - ii. if he has not transmitted speech before 15 minutes have elapsed since such transmission, on the first occasion thereafter on which he/she transmits speech.

A24. When another person is using the Station, the Licensee shall ensure that the Call Sign is transmitted in accordance with A22.

A25. At a Temporary Location, the Licensee shall use the suffix “/P” (portable) with the Call Sign and give the location of the station every 30 minutes to an accuracy of at least 5 km by a generally used identifier.

A26. When the Licensee is mobile, the Licensee shall use the suffix “/M” (mobile)

A27. When the Licensee is operating in the maritime mobile the Licensee shall use the suffix “/MM” (“Maritime Mobile”)

A28. The Authority reserves the right to make available to the public and/or publish the details of the Call Sign so that the Call Sign may be published in call books compiled by third parties

Location

A29. The Licensee shall give prior written notice to the Authority of any change in the Main Station Address, or the Licensee's mailing address.

A30. The Licensee shall operate or permit the operation of the Station only under the terms and limitations of this License and the Station shall be operated only;

- a) by the Licensee (except in the case of unattended operations) or;
- b) in the presence of and under the direct supervision of the Licensee;
- c) by a person who holds current Trinidad and Tobago Amateur Radio Licence;
- d) by any properly authorised Amateur from any other Country.

A31. The Licensee shall operate only;

- a) at the Main Station Address ("Main Station Address" means the main address of the Station specified in this License);
- b) at a temporary location ("Temporary Location" means a location, other than the Main Station Address, in Trinidad and Tobago and in a fixed position);
- c) while mobile ("Mobile" means located in Trinidad and Tobago in any vehicle, as a pedestrian or on a vessel in Inland waters); or
- d) while maritime mobile ("Maritime Mobile" means located on any Vessel at sea).

Vessels

- i) Where the Licensee operates on a Vessel, the Licensee shall;
 - I. install, use or make changes to the station only with the written permission of the Vessel's master; and
 - II. observe radio silence on the advice of the Vessel's master.
- ii) When on a Vessel in international waters, the Licensee shall use only those frequency bands which, in accordance with the Radio Regulations, have an allocation to the Amateur Service in the International Telecommunication Union (ITU) region being visited.

Aircraft

The Licensee shall not establish or use the Station in any aircraft or other airborne vehicle.

Transfer of Licence

A32. The Licensee shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, transfer, assign or otherwise part with this Licence or any permission, right, obligation or benefit granted under this Licence.

Remedies for Non-Compliance

A33. Without prejudice to the foregoing and in accordance with the Act the Authority may take such action as it deems appropriate for any breach of any condition contained in this Licence.

A34. In the event of a material breach of the Act, any regulation, instrument, or direction of the Authority made under the Act, or any condition of this Licence, the Authority and/or the Minister may:

- a) suspend or terminate this Licence or the Licensee's right to use radio frequency spectrum under this Licence; or
- b) take any other action it deems appropriate;

in accordance with the relevant provisions of the Act and any regulation made thereunder.

A35. The Licensee shall not be held to have failed to comply with its obligations under this Licence if and to the extent that the Authority is satisfied that it is or was prevented from complying with any such obligation for the following reasons:

- a) where such failure is directly attributed to force majeure, including but not limited to hostilities, embargo, strikes, lockouts, riots, insurrections, acts of war and explosions or damage not caused by or resulting from the negligence of the Licensee; or
- b) any other factor which in the opinion of the Authority is beyond the Licensee's reasonable control and which notwithstanding the exercise by the Licensee of reasonable diligence, the Licensee was unable to prevent or overcome
- c) provided that the Licensee shall use all reasonable endeavours to address, without delay, the factor(s) preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factor(s) which prevented the performance thereof ceases or abates.

Requirement to Furnish Information to the Authority

A36. The Licensee shall furnish to the Authority, in such manner and at such times as the Authority may request in writing, such information related to the activities of the Licensee under this Licence as the Authority may reasonably need to perform its functions.

A37. Subject to Condition A38, the Authority shall keep confidential any information furnished to it by the Licensee which is of a confidential nature. The Licensee shall label such confidential information at the time of disclosure orally and in writing with a prominently placed label marking stating that such information is "PRIVATE AND CONFIDENTIAL". The Authority shall exercise reasonable care and take all reasonable steps in protecting such confidential information, and in particular shall take reasonable precautions to procure that such confidential information is only disseminated to those employees of the Authority that need to know and use such information in the performance of the Authority's functions.

A38. In accordance with section 80 of the Act, the Authority shall be entitled to disclose any information received by it where:

- a) the Authority considers that disclosure is necessary in the discharge of the Authority's functions;

- b) the information is or becomes public knowledge other than through disclosure by the Authority;
- c) the information was known to the Authority before receipt from the Licensee, without any obligation of confidence;
- d) the information lawfully becomes available to the Authority from a source other than the Licensee; or,
- e) the Licensee agrees to the disclosure of the information.

A39. Prior to any disclosure of information under section A39, the Authority shall afford the entity requesting the information and the Licensee that owns the information, an adequate opportunity to make representations regarding the disclosure. Without prejudice to the generality of the foregoing, the Authority shall:

- a) give no less than fourteen (14) days prior written notice of disclosure to the Licensee whose information the Authority proposes to disclose;
- b) give reasonable considerations to any representations made under part (a) above; and,
- c) where appropriate, consider such reasonable proposals made by the Licensee to protect the confidentiality of the information, where such proposals do not prejudice the Authority's objective in seeking to disclose the information.

National Security

A40. The Licensee shall, as required pursuant to any applicable law cooperate with the relevant Government, statutory body or official agency in all ways in matters of law enforcement, public emergency or national security.

A41. Pursuant to section 84 of the Act and without prejudice to the generality of the foregoing the Licensee shall make available its radiocommunication service and radiotransmitting equipment to the Government.

Amendment

A42. This Licence may be amended pursuant to the provisions of the Act.

Surrender

A43. The Licensee may at any time during the duration of this Licence, upon the giving of thirty (30) days' notice in writing to the Authority, surrender the Licence. Such surrender shall take effect subject to the approval of the Authority, such approval not to be unreasonably withheld. Surrender of the Licence shall be without prejudice to the rights and obligations hereunder arising prior to the date of surrender.

Suspension and Termination

A44. The Authority may suspend or terminate this licence on written notice pursuant to the provisions of the Act where:

- a) The Licensee has failed to comply materially with any of the provisions of the Act, regulations made thereunder or the terms and conditions of this licence; or

- b) The Licensee has failed to comply with any lawful direction of the Authority.

Disputes

A45. Any dispute on matters relating to the requirements of this Licence or the Act shall be referred to the Authority for determination in accordance with Section 82 of the Act. The Licensee expressly agrees and acknowledges that it shall, as provided for within the provisions of such dispute resolution process, be bound by any decision or award made in such process.

Services of Notices

A46. Any notice required to be given to the Licensee under this Licence shall be in writing and shall be deemed to have been given if sent by hand or post or by facsimile (in the case of facsimile when proof of transmission is received) to the Licensee's registered address in the Republic of Trinidad and Tobago as filed with the Registrar of Companies, or any other address provided by the licensee to the Authority in writing.