



Broadcast 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:

“**Act**” means the Telecommunications Act, Chap 47:31;

“**Authority**” means the Telecommunications Authority of Trinidad and Tobago established pursuant to section 4 of the Act;

“**Call Sign**” means the call sign assigned to the Licensee authorised by this Licence;

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

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

“**International Telecommunication Union (ITU)**” means the specialized agency of the United Nations responsible for all matters related to information and communication technologies;

“**Licence**” means this licence together with the Schedules hereto;

“**Licensee**” means the person hereto granted this Licence;

“**Radio Regulations**” means the set of law of nations scale radiocommunication services and the utilisation of radio frequencies established the ITU;

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

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 the 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 the period set out in the Term in respect of the radiotransmitting equipment being installed, operated and used, the radio frequencies identified and the related radiocommunications service being established, operated as set out in Schedule B of this Licence. This Licence shall determine at any time where all permissions granted under the 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 fee applicable to the radiocommunication service or radiotransmitting equipment authorised by this Licence as determined in accordance with the Telecommunications (Fee) Regulations.

A9. The licence fees shall be paid annually at the offices of the Authority or otherwise as directed by the Authority in accordance with the Telecommunications (Fee) Regulations.

Use of Spectrum Equipment

A10. This licence may be revoked in the event that the Licensee does not commence, use or operate the radiocommunication service or radio transmitting equipment authorized by this licence within three (3) months of the Date of Grant.

A11. Without prejudice to the provisions of the Act, the Licensee shall allow the Authority upon receiving reasonable prior notice to inspect the Licensee's radiotransmitting equipment or equipment used to provide the radiocommunication service and shall provide any related assistance to verify that the Licensee is in compliance with the terms and conditions of this Licence.

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 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.

A13. 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.

A14. The Licensee shall in connection with its operation of its radiocommunication service or radiotransmitting equipment, take proper and adequate measures for the safeguarding of life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any equipment used by the Licensee under this Licence as outlined in Schedule A.

A15. The Licensee shall ensure that the radiocommunication service and the radiotransmitting equipment operated by it or on its behalf at all times 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.

A16. 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.

A17. 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.

A18. 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.

A19. The Licensee shall notify the Authority of any proposed material changes to its radiocommunication service or radiotransmitting equipment, and shall provide to the Authority with such information as the Authority shall reasonably require for the purpose of assessing the effect of such changes.

Transfer of Licence

A20. 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.

A21. The Licensee shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, enter into any joint venture, management agreement, outsourcing agreement, association contract or other arrangement with a third party, the effect or purported effect of which would be to permit a person who is not authorised under this Licence or any other licence granted under the Act to obtain rights or privileges under this Licence, or which would otherwise result in a breach of Condition A20.

Remedies for Non-Compliance

A22. 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.

A23. 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.

A24. 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 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

A25. 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 require in order to perform its functions.

A26. Subject to Condition A27, the Authority shall keep confidential any information furnished to it by the Licensee, which the Licensee has specifically expressed to be confidential at the time of submission to the Authority, and 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 “CORPORATE PROPRIETARY 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.

A27. 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.

A28. Prior to any disclosure of information under Condition A27 above, 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

A29. The Licensee shall, as required pursuant to any applicable law, direction or order, cooperate with the relevant Government, statutory body or official agency in all ways in matters of law enforcement, public emergency or national security.

A30. 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

A31. This Licence may be amended

- a) pursuant to the provisions of the Act.
- b) by agreement in writing between the Authority and the Licensee.

Surrender

A32. 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 its licence. Such surrender shall take effect subject to the approval of the Authority, such approval not to be unreasonably withheld. Surrender of this licence shall be without prejudice to the rights and obligations hereunder arising prior to the date of surrender.

Suspension and Termination

A33. 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 materially with any lawful direction of the Authority.

Disputes

A34. 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.

Service of Notices

A35. 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.