



**INFORMATION AND COMMUNICATIONS  
TECHNOLOGY AUTHORITY**

**FM BROADCAST OPEN LICENCE**

**THIS IS AN 'OPEN LICENCE'. A PERSON WISHING TO RELY  
ON THE LICENCE DOES NOT NEED TO APPLY TO THE  
AUTHORITY BEFORE DOING SO.**

THE SOUND BROADCASTS SHALL BE OPERATED WITH AN  
EFFECTIVE RADIATED POWER (ERP) OF 0.1 WATTS OR LESS AND  
THE SERVICE RANGE OF SUCH BROADCASTS SHOULD BE NO MORE  
THAN A 200 METRE RADIUS.

**LICENCE TERM: 7 DECEMBER 2015 TO 6 JANUARY 2016**



**LICENCE ISSUED TO**

**the Public**

**under Part III of**

**THE INFORMATION AND COMMUNICATIONS**

**TECHNOLOGY AUTHORITY LAW (2011 REVISION)**

The Information and Communications Technology Authority, in exercise of the powers conferred on it by Section 23 of the Information and Communications Technology Authority Law (2011 Revision), grants the Public a Licence to establish, operate and maintain the Information and Communications Technology Networks and provide the Information and Communications Technology Services as these terms are defined in the Conditions of the Licence, SUBJECT TO the Conditions, all decisions, directions, orders, regulations, resolutions, rules of the Information and Communications Technology Authority, all applicable laws and regulations and the like of the Cayman Islands and applicable tariffs.

**GRANTED BY THE INFORMATION AND COMMUNICATIONS**

**TECHNOLOGY AUTHORITY, of the Cayman Islands, on this**

**7 December 2015**

\_\_\_\_\_  
**Chairman**

A handwritten signature in black ink, consisting of several loops and flourishes, is written over a horizontal line.

**Information and Communications Technology Authority**

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## PART I: THE LICENCE

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 A word or expression used in the Licence and the Conditions and also used in the ICTA Law has the meaning ascribed to that word or expression by the ICTA Law. In addition, the following expressions shall have the following meanings given to them.

**"Annex"** means one or more attachments to this Licence, all of which constitute a part of and are unique to this Licence.

**"Authorised Frequencies and Transmitters"** means those frequency bands of the spectrum and transmitters set forth in Annex 2.

**"Authority"** means the Information and Communications Technology Authority.

**"Conditions"** means all the clauses of this Licence, including any and all Annexes, as may be amended, revoked or added to.

**"Facility" or "Facilities"** means any component of an ICT Network.

**"ICTA Law"** means the Information and Communications Technology Authority Law (2011 Revision) and any amendments or revisions thereto.

**"Licence"** means this licence authorising and requiring the Licensee specified herein to establish, operate and maintain the specified Licensed ICT Networks and/or provide the specified Licensed ICT Services, subject to the Conditions.

**"Licence Commencement Date"** means **6 December 2015**.

**"Licence Fee"** means the fee or fees prescribed by the Authority under the provisions of Section 30 of the ICTA Law and payable to the Authority by the Licensee.

**"Licensed ICT Network"** means an ICT network or Facilities specified by the Authority in a Notice published in the Gazette in accordance with Section 23(2) of the ICTA Law as requiring a Licence.

**"Licensed ICT Service"** means an ICT service specified by the Authority in a Notice published in the Gazette in accordance with Section 23(2) of the ICTA Law as requiring a Licence.

**"Licensee"** means a member of the Public.

**"Other Licensee"** means any person, other than the Licensee, who has the benefit of a Licence granted under Part III of the ICTA Law.

**"Public"** means any natural or legal person in the Cayman Islands.

**"Term"** means, pursuant to Section 28(a) of the ICTA Law, the period of time during which this Licence is valid as specified in Annex 1.

**"Terms of Service"** means the terms and conditions pursuant to which the Licensee shall make all services available to a User.

**"User"** means a natural person who uses or listens to the networks or services of the Licensee, but is not necessarily a subscriber.

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

- (a) references to paragraphs and subparagraphs are to paragraphs and subparagraphs of the Conditions, as varied from time to time;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and reference to such a document is to that document as varied from time to time;
- (c) headings used for Conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;
- (d) references to any law, rule, regulation or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;
- (e) use of the word "includes" or "including" should be construed as being without limitation;
- (f) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and words importing persons shall include firms or companies; and,
- (g) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Licence and otherwise any word or expression shall have the same meaning as it has in the ICTA Law.

## **2 SCOPE OF THE LICENCE**

2.1 In accordance with Section 23 of the ICTA Law, this Licence authorises and requires the Licensee to establish, operate and maintain the Licensed ICT

Networks and provide the Licensed ICT Services specified in Annex 1 for the Term specified in Annex 1 SUBJECT TO Conditions of this Licence and all applicable decisions, directions, orders, regulations, resolutions, rules of the Information and Communications Technology Authority, and all applicable laws and regulations of the Cayman Islands and the like, and applicable tariffs.

- 2.2 In accordance with Section 23 of the ICTA Law, this Licence authorises the use by the Licensee of the Authorised Frequencies and Transmitters listed in Annex 2 for the Term listed in Annex 1. The Authority retains ownership of the radio frequency spectrum set forth in Annex 2, and the Licensee agrees that it will abide by any and all radio frequency spectrum reallocation or diminution as required by the Authority.
- 2.3 All ICT Services and all ICT Networks subject to licensure under the ICTA Law and operated by the Licensee are subject to regulation by the Authority. Nothing in this Licence shall be taken to mean or imply any derogation of, or limitation on, the exercise by the Authority of all its duties, functions and responsibilities contained in the ICTA Law.
- 2.4 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed ICT Network or Licensed ICT Services and for the exercise of its rights or discharge of its obligations under this Licence and the ICTA Law.
- 2.5 The granting of the Licence **does not give** the Licensee any rights over the Authorised Frequencies and Transmitters listed in Annex 2 in any way, or any expectation that the Licensee will be granted such a licence in the future.
- 2.6 The Licence can be withdrawn by the Authority **at any time** and for any reason.
- 2.7 As the Authorised Frequencies in Annex 1 could potentially be used by many persons for similar purposes, there is no guarantee by the Authority that the use of such frequencies will be interference free and the Licensee accepts any interference caused by any other operations, which may further limit the effective service range of the Licensee's broadcast.

### **3 LICENCE FEE**

- 3.1 No Licence Fees shall be payable by the Licensee for the establishment, operation and management of the Licensed ICT Networks and/or provision of the Licensed ICT Services specified in the Licence.

## **4 COMPLIANCE**

- 4.1 In addition to complying with the Conditions of this Licence, the Licensee shall comply with:
- (a) any obligation imposed on it by any law, regulation or rule of the Cayman Islands that is applicable; and,
  - (b) any decision, direction, determination, order, regulation, resolution, request or rule duly issued by the Authority under the ICTA Law, this Licence, or any law, regulation or rule of the Cayman Islands that is applicable.

## **5 PROVISION OF INFORMATION**

- 5.1 Any and all aspects of the Licensee's ICT Networks and ICT Services, including the use of the Authorised Frequencies under the Licence, shall be subject to examination, investigation and audit by the Authority. The Licensee shall provide to the Authority in the manner and at the times required by the Authority, on reasonable notice, any documents, reports or other information so required.
- 5.2 The Authority may conduct, from time to time, or may delegate to a suitably qualified person as the Authority may decide, an examination, investigation or audit of use of the Licensee's ICT Networks and ICT Services and of its compliance with the Conditions and the Laws.
- 5.3 The Authority shall notify the Licensee of the objectives and scope of any examination, investigation or audit carried out under Condition 5.2 in advance of the commencement of such examination, investigation or audit, except where the Authority has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to law.
- 5.4 The scope of any examination, investigation or audit carried out under Condition 5.2 shall be no wider than is necessary to fulfil the objectives of the said examination, investigation or audit.
- 5.5 The Licensee shall provide any and all assistance requested by the Authority in relation to any such examination, investigation or audit, such request to be made on reasonable notice, except where the Authority has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to law.
- 5.6 The Authority may issue directions with regard to the manner in which such examination, investigation or audit is to be carried out and with which the Licensee shall fully comply.

## **6 DEVELOPMENT OF LICENSED ICT NETWORKS AND LICENSED ICT SERVICES**

- 6.1 The Licensee shall develop and operate the Licensed ICT Networks and Licensed ICT Services according to standards of performance in line with international best practices.
- 6.2 The Licensee shall comply at all times with relevant standards and/or specifications established by the Authority.
- 6.3 The Licensee shall comply with any directions issued by the Authority from time to time regarding any other quality of service indicators, measurement methods and compliance requirements, as may be reasonably required, for the Licensed ICT Networks and Licensed ICT Services.
- 6.4 The Licensee shall on request by the Authority supply the results of its measurements of actual performance against any quality of service indicators and measurements which the Authority may publish or require publication of such information as it considers appropriate.

## **7 DURATION**

- 7.1 This Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Laws of the Cayman Islands, directions issued by the Authority and applicable tariffs, if any, and subject to any revocation or suspension by the Authority, for the Term.

## **8 REGULATORY TREATMENT**

- 8.1 Market conditions may require the Authority to issue directives, rules or regulations concerning the regulatory treatment of the Licensee. In such event, the Licensee shall comply with any such directives, rules or regulations as issued by the Authority.

## **PART II: GENERAL PROVISIONS**

### **9 ASSIGNMENT**

- 9.1 The Licensee may not assign, convey or transfer this Licence, in whole or in part, without the prior written consent of the Authority.

### **10 LICENCE COMMENCEMENT DATE**

- 10.1 This Licence shall take effect on the date granted by the Authority.



## **11 AMENDMENTS**

- 11.1 Subject to Section 31 of the ICTA Law, no amendments or additions to this Licence shall be valid unless in writing and signed on behalf of the Authority.

## **12 COMPLIANCE WITH LAWS**

- 12.1 The Licensee shall comply at all times with the Laws (including regulations) of the Cayman Islands.

## **ANNEX 1**

### **LICENSED ICT NETWORKS AND ICT SERVICES**

The Licensee is authorized to operate the following ICT Networks as defined by the Authority under the provisions of section 23(2) of the ICTA Law and published in a Notice in the Gazette from time to time:

<b>Type</b>	<b>Description</b>	<b>Term</b>
<b>F</b>	Broadcast Network	<b>6 January 2016</b>
<b>S</b>	Spectrum*	<b>6 January 2016</b>

\*Identified in Annex 2

The Licensee is authorized to supply the following ICT Services as defined by the Authority under the provisions of section 23(2) of the ICTA Law and published in a Notice in the Gazette:

<b>Type</b>	<b>Description</b>	<b>Term</b>
<b>8</b>	Sound Broadcasting*	<b>6 January 2016</b>

**\* The Type 8 sound broadcasts shall be operated with an effective radiated power (ERP) of 0.1 watts or less and the service range of such broadcasts should be no more than a 200 metre radius.**

The Authority shall have the right to impose upon the Licensee additional obligations concerning the Type 8 ICT Service which may include obligations pertaining to such matters as programming and content.

## **Annex 2**

### **AUTHORISED FREQUENCIES AND TRANSMITTERS**

<b>Frequency</b>	<b>Description</b>	<b>Transmitter &amp; Antenna Information</b>	<b>Comments</b>
<b>88.7 MHz</b>	Open Licence Radio Spectrum	Signals to be transmitted with an effective radiated power (ERP) of 0.1 watts or less and the service range of such transmissions should be no more than a 200 metre radius	Non-Exclusive*

\*No guarantee is provided that the use of the assigned frequency will be interference free.

### **Type S Licence**

Type S Licenses are issued annually on the basis of the number of transmitters and frequencies.

## **Annex 3**

### **CONTENT**

This Annex is reserved for terms and conditions pertaining to any content obligations for ICT Services which the Authority may require.