

- (e) if the Licensee is found, to the reasonable satisfaction of the Secretary of State, to have been involved in any act, or omission of any act, constituting a breach of the rules and procedures as set out in the Wireless Telegraphy (Broadband Fixed Wireless Access Licences) Notice (the “Notice”) issued by the Secretary of State pursuant to regulation 4 of the Wireless Telegraphy (Broadband Fixed Wireless Access Licences) Regulations (the “Regulations”);
 - (f) if, where the Licensee has elected under the provisions of the Notice to defer payments, the Licensee fails to maintain in force a Guarantee as defined in Schedule 3 of the Notice issued pursuant to regulation 4 of the Regulations.
- (2) Pursuant to section 4 of the 1998 Act the Secretary of State may not vary this Licence under section 1(4) of the 1949 Act save at the request or with the consent of the Licensee except:
- (a) in the circumstances specified in paragraphs (a) to (f) of sub-paragraph (1) of this paragraph; or
 - (b) if the Secretary of State has reasonable grounds for concluding that use of the Radio Equipment in accordance with paragraphs 6-9 of Schedule 1 causes or will cause undue interference to other authorised users of radio equipment.

Changes

4. This Licence may not be transferred.
5. The Licensee shall give prior or immediate notice to the Secretary of State in writing of any changes to the details of the Licensee and/or address recorded in paragraph 1 of this Licence.

Fees

6. The Licensee shall pay to the Secretary of State the fee(s), in cash and without set-off or counter-claim, described in Schedule 2 of this Licence, on the date(s) also described therein, failing which the Secretary of State may revoke this Licence.
7. If the Licence is surrendered or revoked:
- (a) no refund of the fee, or any instalment of the fee, whether in whole or in part, will be made except at the absolute discretion of the Secretary of State in accordance with regulation 5 of the Regulations; and
 - (b) all future instalments, where the Licensee has elected, under the provisions of the Notice, to defer payments, will become immediately payable to the Secretary of State. The current value of future instalments when payable immediately, will be calculated as set out in Schedule 2 of this Licence.

Radio Equipment Use

8. The Licensee shall ensure that the Radio Equipment is constructed and used only in accordance with the provisions specified in Schedule 1 of this Licence. Any proposal to amend any detail specified in Schedule 1 of this Licence must be agreed with the Secretary of State in advance and implemented only after this Licence has been varied or reissued accordingly.

9. The Licensee shall ensure that the Radio Equipment is operated in compliance with the terms of this Licence and is used only by persons who have been authorised in writing by the Licensee to do so and that such persons are made aware of, and of the requirement to comply with, the terms of this Licence.

Access and Inspection

10. The Licensee shall permit a person authorised by the Secretary of State:

- (a) to have access to the Radio Equipment; and
- (b) to inspect this Licence and the Radio Equipment,

at any and all reasonable times or, when in the opinion of that person an urgent situation exists, at any time to ensure the Radio Equipment is being used in accordance with the terms of this Licence.

Modification, Restriction and Closedown

11. A person authorised by the Secretary of State may require the Radio Equipment or any part thereof, to be modified or restricted in use, or temporarily or permanently closed down immediately if in the opinion of the person authorised by the Secretary of State:

- (a) a breach of this Licence has occurred; and/or
- (b) the use of the Radio Equipment is, or may be, causing or contributing to undue interference to the use of other authorised radio equipment.

12. The Secretary of State may in the event of a national or local state of emergency being declared require the Radio Equipment to be modified or restricted in use, or temporarily or permanently closed down either immediately or on the expiry of such period as he may specify. He shall exercise this power by a written notice served on the Licensee or by a general notice applicable to holders of this class of Licence published by public broadcast or in the London, Edinburgh and Belfast Gazettes.

Geographical Boundaries

13. This Licence authorises the establishment and use of the Radio Equipment only in the area(s) specified in Schedule 1 to this licence.

Interpretation

14. In this Licence:

- (a) the establishment, installation and use of the Radio Equipment shall be interpreted as establishment and use of stations and installation and use of apparatus for wireless telegraphy as specified in section 1 of the 1949 Act;
- (b) the expression "undue interference" shall have the same meaning that it has under the 1949 Act;
- (c) the expression "inspect" includes examine and test;
- (d) the schedules form part of this Licence together with any subsequent schedule(s) which the Secretary of State may issue as a variation to this Licence at a later date; and
- (e) the Interpretation Act 1978 shall apply to the Licence as it applies to an Act of Parliament.

Issued on behalf of the Secretary of State for Trade and Industry.

Radiocommunications Agency

SCHEDULE 1 TO LICENCE NUMBER

Licence Class: Broadband Fixed Wireless Access Operator

Schedule date: xx Month 2000

This schedule forms part of Licence no. **xxxxxxx**, issued to, **The Company Ltd**, (“the Licensee”) on xx Month 2000.

1. Description of Radio Equipment Licensed

In this Licence, the Radio Equipment means equipment used as broadband fixed wireless access transceivers including Access Point Transceivers (known variously as Hub Stations, Central Stations and Base Stations), Customer Premises Equipment (known also as Terminal Stations), and Radio Relay Repeaters which are connected within a network as detailed in paragraph 2 below;

2. Purpose of the Radio Equipment

The Licensee shall install, maintain and use the Radio Equipment in such a way that it forms part of a Broadband Fixed Wireless Access telecommunications network (“the BFWA Network”) providing wireless telegraphy connection between end user premises and another telecommunications network.

3. Technical Standards for the Radio Equipment

The Radio Equipment shall comply with the requirements of Directive 99/5/EC (the “Radio Equipment and Telecommunications Terminal Equipment Directive”), and with any appropriate Radio Interface Requirements made thereto.

4. Special Conditions relating to the operation of the Radio Equipment

(a) The Licensee shall install, maintain and use the Radio Equipment in such a way as to enable the provision of services by means of the BFWA Network in the Region(s) to at least 10% of Local Units by no later than 30 June 2002 and thereafter until the expiry or earlier termination or revocation of this Licence.

(b) During the period that this Licence remains in force and for 6 months thereafter, the Licensee shall compile and maintain accurate records of:

- (i)** the following details relating to Access Point Transceivers:

- (a) the number and location of Access Point Transceivers built and/or commissioned by the Licensee;
 - (b) the number of Local Units per Access Point Transceiver passed within the region.
- (ii) a statement of the number of Local Units actually using the Network;
 - (iii) the level of capital investment in the development of the Network;
- (c) The Licensee shall produce the records required by paragraph 4b above and paragraph 8(b) to this schedule when a person authorised by the Secretary of State requires him to do so, and in any event, shall provide them on or before 30 June 2002.
- (d) In considering whether the Licensee has complied with the provisions of paragraph (a), the Secretary of State shall, in addition to any other factors that appear relevant to him, take into account the information required in paragraph 4(b) above and paragraph 8(b) to this Schedule. If it appears to the Secretary of State that the Licensee has failed to meet the obligations set out in paragraph 4(a), the Secretary of State may, at his sole discretion, choose to amend the obligation as he sees fit.

5. Site Clearance Requirements

A valid site clearance certificate, issued by the Radiocommunications Agency on behalf of the Secretary of State, is required for all the Radio Equipment, except Access Point Transceivers, Customer Premise Equipment and Radio Relay Repeaters incorporating transmitters radiating not more than 17 dBW EIRP and aerial systems, the highest point of which is less than 30 metres above ground level.

TECHNICAL REQUIREMENTS

6. Radio Equipment Operation

The Licensee shall ensure that the Radio Equipment operates in accordance with the appropriate Radio Interface Requirements published by the Radiocommunications Agency for Broadband Fixed Wireless Access.

7. Frequency Bands of Operation

The Radio Equipment is authorised to operate in [one of] the following frequency bands:

[28.0525 – 28.1645 GHz paired with 29.0605 – 29.1725 GHz]

[28.1925 – 28.3045 GHz paired with 29.2005 – 29.3125 GHz]

[28.3325 – 28.4445 GHz paired with 29.3405 – 29.4525 GHz]

8. Co-ordination of Spectrum Assignments

(a) The Radio Equipment shall be operated in accordance with any co-ordination procedure notified to the Licensee in writing by the Radiocommunications Agency to ensure that operation does not cause undue interference to equipment in adjacent areas or frequency bands.

(b) During the period that this Licence remains in force and for 6 months thereafter, the Licensee shall compile and maintain accurate records of the following details relating to the Radio Equipment:

- (i) National Grid Reference (to 10 metres resolution);
- (ii) antenna height, type, bearing ETN, maximum EIRP and polarisation;
- (iii) radio frequencies in operation and emission designation; and

the Licensee must produce the above records when a person authorised by the Secretary of State requires him to do so.

(c) the Licensee must also produce on request to a person authorised by the Secretary of State, any other operational parameters of the Radio equipment which that person may require.

9. Area of operation

The Radio Equipment shall be installed and operated only within the following geographic Region(s), as defined in the Information Memorandum:

Region A
Region B
.
.
Region N

10. Interpretation

In this Schedule:

(a) “Access Point Transceiver (APT)” means any station that provides connection between the BFWA network and another telecommunications network;

(b) “Customer Premises Equipment (CPE)” means any station that provides connection between the BFWA network and an end user, not including connection to any telecommunications equipment forming part of any other public telecommunications system;

(c) “Radio Relay Repeater” means any station of the network that forwards a communications to another station of the network;

(d) “Broadband Fixed Wireless Access (BFWA)” means the provision by means of a wireless communications system of 2-way wireless communications links over which data may be transmitted and received at rates of at least 2 Mbits/second on demand and whereby end users gain access to other telecommunication systems;

(e) “Local Unit” means a small business unit, such as individual sites in a business enterprise, as defined by the Inter Departmental Business Register for the Office for National Statistics;

(f) “CEPT” means the Conference of European Posts and Telecommunications Administrations;

(g) “Information Memorandum” means the Information Memorandum for Broadband Fixed Wireless Access Services in the 28GHz band, published by the Secretary of State for Trade and Industry on [.....].

(h) “Region” means a region of the United Kingdom as more particularly described in the Schedule to the Regulations.

Issued on behalf of the Secretary of State for Trade and Industry.

SCHEDULE 2 TO LICENCE NUMBER BA/.....

Licence Class: Broadband Fixed Wireless Access Operator

Licence Product: Regional BFWA Service

Schedule date: xx Month 2000

This schedule forms part of Licence no. BA/xxxxxx, issued to, **The Company Ltd**, the Licensee on xx Month 2000.

Fee Payment Details

Date of Payment

Payment Due

Licence Issue Date

Total Fee

OR

Licence Issue Date

Initial Fee (50% of final bid)

Sixth Anniversary of Issue Date

Instalment amount

Seventh Anniversary of Issue Date

Instalment amount

Eighth Anniversary of Issue Date

Instalment amount

Ninth Anniversary of Issue Date

Instalment amount

Tenth Anniversary of Issue Date

Instalment amount

The instalments are calculated in accordance with the formula:

$$I_n = (R/5) \times 1.0865^n$$

Where:

I_n is the instalment falling due at the n^{th} anniversary of the Licence Issue Date

R is the Remaining Licence Fee

n is the number of completed years after the Licence Issue Date.

Where a Licensee elects at any point after the Licence Issue Date to pay the outstanding instalments of the Licence Fee in full, or where the Licence is revoked by the Secretary of State or surrendered, any outstanding instalments will become immediately payable in full (the “Early Payment Date”). The amount payable on the Early Repayment Date will be calculated in accordance with the following formula:

$$E = ((L/5) \times p) \times 1.0865^{(n+(d/365))}$$

E The Early Repayment amount

L is the Remaining Licence Fee

n is the number of completed years after the Initial Grant Date.

p is the number of instalments outstanding at the Full Payment Date

d is the number of complete days which have passed since the previous anniversary of the Initial Grant Date.