

Terms and Conditions for Aeronautical Station Licences

MCA/O/13-1692

Date:
19TH SEPTEMBER 2013

DOCUMENT REVISION HISTORY

Date	Revision	Comments	Authors/ Contributors
19/09/2013	MCA/O/13-1692	Publication	MCA

INTRODUCTION

In accordance with Article 30 of the Electronic Communications (Regulation) Act (Chapter 399 of the Laws of Malta) the Malta Communications Authority is authorised to grant radiocommunications individual licences. Such licences authorises licensees to install or use radiocommunications apparatus subject to the terms and conditions of that licence.

The provisions contained in this document are incorporated into and form part of the terms and conditions of aeronautical station licences. Therefore such terms and conditions shall be read as an integral part of an aeronautical station licence as granted by the Malta Communications Authority.

The provisions of the aforesaid Electronic Communications (Regulation) Act shall also apply to these terms, conditions and limitations.

1. DEFINITIONS

1.1 In the Licence, unless the context otherwise requires:

“Act” means the Electronic Communications (Regulation) Act (Chapter 399 of the Laws of Malta);

“Authority” means the Malta Communications Authority;

“Civil Aviation Directorate” means the Civil Aviation Directorate within Transport Malta;

“R&TTE Regulations” means the Radio Equipment and Telecommunications Terminal Equipment and the Mutual Recognition of their Conformity Regulations, 2002 (S.L. 427.41 of the Laws of Malta);

“the Radio Regulations” means the Radio Regulations annexed to, or regarded as being annexed to the most recent International Telecommunication convention of the International Telecommunication Union which is now in force;

“the Radiocommunications Apparatus” means all the apparatus installed on the aircraft, which apparatus is also listed in the licence;

“Regulation (EU) No. 748/2012” means Commission Regulation (EU) No. 748/2012 of 3 August 2012 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification and design and production organisations; and

“Regulation (EC) No. 216/2008” means Regulation (EC) No. 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No. 1592/2002 and Directive 2004/36/EC.

2. VALIDITY OF LICENCE

- 2.1 The Licence does not grant to the Licensee any right, interest or entitlement other than the right to install or use the Radiocommunications Apparatus.
- 2.2 The Licence shall be valid only when it has attached to it:
- (a) a valid Certificate of Approval of Aircraft Radio Installation issued under regulation 13 of the Air Navigation Order (S.L. 499.09 of the Laws of Malta) in respect of radiocommunications apparatus installed on an aircraft not covered by Regulation (EC) No. 216/2008, (Annex II aircraft); or
 - (b) a radio equipment status sheet issued by the Civil Aviation Directorate for an aircraft which has previously been issued with a Certificate of Airworthiness (EASA Form 25) for an aircraft covered by Regulation (EC) No. 216/2008 certified in accordance with Regulation (EU) No. 748/2012.

3. LICENCE DURATION

- 3.1 The Licence shall commence on the Commencement Date and shall remain in force until the Expiry Date, unless otherwise lawfully terminated in accordance with the Act and/or the Licence.
- 3.2 The Licence shall cease to have effect immediately on the Expiry Date.

4. NON-INTERFERENCE

- 4.1 The Licensee shall comply with any decisions, however so described, issued by the Authority in relation to harmful interference.
- 4.2 The Licensee shall ensure that the Radiocommunications Apparatus at all times complies with the technical and performance standards generally accepted by the industry, or as may be prescribed by the Authority, or accepted by the Authority as being adequate to ensure that such system does not cause harmful interference with, seriously reduce the quality of, or repeatedly disrupt the lawful use or operation, of any other electronic communications networks and, or services.
- 4.3 The Licensee shall ensure that its Radiocommunications Apparatus does not cause harmful interference with, seriously reduce the quality of, or disrupt the lawful use or operation of, any other electronic communications networks and, or services.
- 4.4 Neither the Authority nor the Government of Malta, shall be held responsible in any manner whatsoever by the Licensee for any harmful interference that may hinder the use or operation of its Radiocommunications Apparatus.

5. EXPOSURE TO ELECTROMAGNETIC FIELDS

- 5.1 The Licensee shall comply with any radiation emission standards adopted and published by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and any other appropriate standards as may be specified by law and, or by the competent public health authorities.
- 5.2 The Licensee shall comply with any decisions however so described issued by the Authority in relation to electromagnetic radiation and shall ensure that the Radiocommunications Apparatus at all times complies with the technical and performance standards generally accepted by the industry, or as may be prescribed by the Authority in line with national and/or European Community Law, or accepted by the Authority as being adequate to ensure the limitation of exposure of the general public to electromagnetic fields.
- 5.3 The Licensee shall ensure that its Radiocommunications Apparatus is not installed or operated at a location and in a manner such as to be the cause of the aggregate non-ionising radiation emissions exceeding the limits published by the ICNIRP or any other appropriate standards as may be specified by law or by the Authority.

6. FEE FOR THE RIGHT TO INSTALL AND USE RADIOCOMMUNICATIONS APPARATUS

- 6.1 The Licensee shall immediately upon issue of the License and thereafter annually, in advance, pay to the Authority the fees stipulated from time to time under the Fees Ordinance (Chapter 35 of the Laws of Malta) or any other legislation applicable from time to time in respect of radiocommunications apparatus:

Provided that the Licensee shall effect such payments punctually and that any late payments shall be subject to the penalties stipulated at law including but not limited to those under the Radiocommunications (Penalties and Voluntary Settlement of Disputes Procedures) Regulations (Chapter 399.37 of the Laws of Malta):

Provided further that any non-payment or late payment of dues under this Article shall also constitute a breach of the Licence.

- 6.2 All payments effected by the Licensee in accordance with Article 7.1 of the Licence are not refundable by the Authority and/or Government.

7. CONDITIONS OF USE OF THE RADIOCOMMUNICATIONS APPARATUS

- 7.1 The Radiocommunications Apparatus shall be maintained so as to remain compliant with the provisions of the R&TTE Regulations or any other applicable laws.

7.2 The Radiocommunications Apparatus shall be used by the Licensee only to install and use an aircraft radio station in accordance with the terms and conditions stated in the Licence, unless otherwise previously authorised in writing by the Authority.

7.3 The Licence does not authorise the Licensee to transfer the ownership, authorise the use or dispose of the Radiocommunications Apparatus, or any part thereof, in any way whatsoever, without the prior express consent in writing by the Authority:

Provided that a change, in anyway whatsoever, in the ownership of shares with voting rights of the Licensee shall be considered to constitute an assignment or transfer of the Radiocommunications Apparatus.

7.4 The Radiocommunications Apparatus shall be operated exclusively by personnel duly authorised by the Licensee and under the responsibility of the Licensee.

7.5 The Licensee shall not permit any unauthorised persons to operate the Radiocommunications Apparatus.

7.6 The Licensee shall ensure that persons authorised to operate the Radiocommunications Apparatus observe the terms, conditions and limitations of this Licence.

8. INFORMATION

8.1 The Licensee shall facilitate and ensure access to any information that the Authority may, in accordance with its functions at law, request.

8.2 The Licensee shall promptly provide the Authority, in such a manner and at such times as the Authority may reasonably request, any information related to the installation and use of the Radiocommunications Apparatus, or any other information that the Authority considers necessary to ensure compliance with the Licence and, or with the provisions of any law, or for statistical purposes.

9. FURTHER COMPLIANCE

9.1 The Licensee shall comply with:

- a) all applicable laws and regulations, including the Air Navigation Order (S.L. 499.09 of the Laws of Malta);
- b) any decisions, however so described, of the Authority;
- c) the Radio Regulations which complement the Constitution and the Convention of the International Telecommunication Union now in force; and
- d) all the articles of the Licence.

- 9.2 Nothing in the Licence shall absolve the Licensee from any legal requirement to obtain any other permissions, authorisations or licences, however so described, as may be necessary for the provision of the service and for the exercise of its rights and the discharge of its obligations under the Licence:

Provided that failure on the part of the Licensee to comply with any other requirements shall not exempt the Licensee from any failure to discharge its obligations under the Licence:

Provided further that the Licensee shall be solely responsible for all costs, expenses and other commitments, however so described, whether financial or otherwise, in respect of the Licence and the provision of the service, and the Authority shall bear no responsibility for any such costs, expenses or commitments.

10. TERMINATION

- 10.1 Without prejudice to any other measures, including the imposition of any penalties however so described, that may be taken at law for the non-observance of the conditions of the Licence, the Licence may be withdrawn at any time by the Authority if any of the conditions laid down at law or in any part of the Licence are not observed.
- 10.2 The License shall automatically be terminated with immediate effect and returned by the Licensee to the Authority, in any of the following cases:
- a) upon the expiration of the term of the Licence;
 - b) upon renunciation by the Licensee;
 - c) upon revocation of the Licence in accordance with the articles of the Licence and, or of law;
 - d) upon insolvency, liquidation or bankruptcy of the Licensee;
 - e) upon the winding up or dissolution of the Licensee; or
 - f) in accordance with any provisions of the Act and/or Article 11.2 of the Licence; and
 - g) Aircraft de-registration from the National Aircraft Register.

11. RIGHTS AND REMEDIES OF THE AUTHORITY

- 11.1 In addition to its power to terminate the Licence in accordance with Article 11 above, the Authority shall, in accordance with its powers at law, have the power to impose administrative fines on the Licensee for any non-compliance with the conditions of the Licence.

- 11.2 The Authority may add to, or amend or revoke any of the terms and conditions of the Licence, including the radio frequency spectrum described in the Licence, when such additions or amendments are necessary as a result of any international obligations entered into by the Authority or by the Government of Malta, or by the need to ensure compliance with the Act or any other law, or by the need to ensure efficient frequency planning:

Provided that the Authority shall not be held responsible in any manner whatsoever for any damages suffered or expenses incurred by the Licensee as a result of any amendment of the terms or conditions of the Licence:

Provided further that the Authority should inform the Licensee in advance and take into account its views if relevant impact is foreseeable on the Licensee and circumstances so permit, granting a reasonable timeframe for the implementation of the relevant additions and, or amendments to the conditions.

- 11.3 If any article of the Licence is declared to be unenforceable by any court of law or tribunal however so described, such declaration shall have no effect on the enforceability of the remaining articles of the Licence, all of which will remain in force until the termination of the Licence.

- 11.4 The Authority and any persons duly authorised by the Authority to Act on its behalf, shall have the right to carry out inspections and measurements on any site and equipment, being operated by the Licensee at any reasonable time, for the purpose of ensuring that the Licensee is abiding with the articles of the Licence and, or with any legal requirements:

Provided that in cases of urgency the Authority may carry out any such inspections outside normal business hours.

- 11.5 All the articles under the Licence shall for the purpose of law be considered as decisions imposed by the Authority and any failure to abide with any such articles may, without prejudice to any other measures that the Authority may in accordance with law take, be sanctioned by the imposition of the appropriate fines in accordance with law.

- 11.6 The Act, any other national laws, decisions however so described of the Authority shall apply to the Licensee for all purposes and shall form an integral part of the Licence.