

## LICENCE TERMS AND CONDITIONS

### FOR

### OPERATION OF COMMERCIAL CABLE TELEVISION (CATV)

1. This CATV License Terms and Conditions is issued by the Bhutan InfoComm and Media Authority in accordance with the Section 90 of the Information Communications and Media (ICM) Act of Bhutan 2018.
2. In addition to these terms and conditions, the licensee shall also be governed by “*Rules and Regulations for the Operation of Cable Television Service (CATV Rule)*” and ICM Act of Bhutan 2018.
3. Nothing in these terms and conditions shall be deemed to waive the requirements of the various codes, ordinances and regulations of the Royal Government of Bhutan regarding charges and fees to be paid or manner of construction.
4. The Licensee is issued with ICT Service License to provide cable television service in the designated areas.

#### **General**

5. The license shall be effective from the date as mentioned in the license for a term as specified in the license.
6. This license granted shall be non-exclusive.
7. An individual shall not be granted more than one Cable television license.
8. This license authorizes the licensee to construct, operate, maintain, and provide cable television service only within the area designated / approved in the license.
9. The Licensee does not have the right to broadcast and use Direct-to-Home (DTH) to provide cable television service.
10. The licensee shall not transfer the license without the prior approval of the Authority.
11. The licensee shall not lease the license under any circumstances as this will lead to immediate revocation/ cancellation of the license.

12. The licensee shall draw and maintain a detailed Service Level agreement (SLA) with MSO and its customers.
13. The licensee shall recruit at least a technician, a bill collector and/or an accountant for effective and efficient public service delivery.
14. The licensee shall adhere to the Rules or notification issued as deemed necessary by the local authorities.
15. The licensee shall produce or furnish any information as required by the Authority.
16. The licensee shall inform and update the contact details maintained with the Authority.

### **Content**

17. The licensee shall distribute only the television channels approved by the Authority including the contents of video on demand. The video on demand means certain contents distributed to a single or a group of subscribers upon request.
18. The licensee shall carry the Bhutan Broadcasting Service channel I and II as a “Must carry” service.
19. The licensee shall seek approval from the Authority for any type of value-added services to be included in the platform services.
20. The Licensee shall subscribe its foreign channels from the licensed Multi Service Operator (MSO).
21. The licensee shall not engage in predatory pricing and refrain from anti-competitive practices.
22. The licensee shall render efficient and quality service with minimum disruption of service to the customers. The licensee shall attend to any complaints of the subscribers immediately and other urgent calls.
23. The list of channels and the copy of the agreements signed with MSO shall be submitted to the Authority.

### **Tax and Tariff**

24. The licensee shall register with the nearest Department of Revenue and Customs within one month of obtaining License from the Authority.

25. The Authority shall determine the price-cap for television channels inclusive of all packages.
26. The licensee shall implement the tariffs for the services only upon approval by the Authority.

### **Renewal of Licence**

27. The licensee shall apply for the renewal of the CATV license within the time stipulated in the license as per the provision of the Rules for the Operation of Commercial Cable Television and furnish such information as sought by the Authority to renew the license.
28. Irrespective of the date of issuance, the license shall be valid till 30<sup>th</sup> of June and shall be renewed annually within 1<sup>st</sup> to 31<sup>st</sup> July.
29. A fine of Nu.50.00 (fifty only) per day shall be levied for late renewal after the expiry of the grace period (31<sup>st</sup> July of every year) and up to a maximum period of 90 days after which the license shall be automatically cancelled.

### **Ownership Transfer of Licence**

30. An ownership transfer fee shall be applicable except for transfer within the immediate family (parents, spouse and children only) members.
31. In case of transfer after the demise of the owner, the applicant shall submit the Court Order for transfer.

### **Installation Charge**

32. The licensee may levy the one-time installation charges to the subscriber as approved by the Authority. However, the licensee shall not levy the installation fee if the new customer occupies the same place without having to reconstruct the connection.

### **Revocation of Licence**

33. The Authority shall revoke or suspend the licence in the event of miscounts which includes the following but not limited to:
  - i. Wilful, false or misleading statements submitted to the Authority;
  - ii. Failure to pay license fees as required;

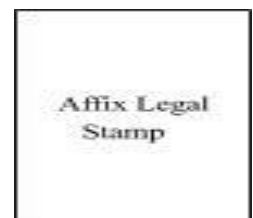
- iii. Repeated failure, as determined by the Authority, to maintain signal quality under the standards prescribed by the license terms and conditions;
- iv. Any sale, lease, assignment, or transfer of control of its license without prior consent of the Authority;
- v. Violation of license terms and conditions, such as, but not limited to, any excessive delay in approved expansion or upgradation or in meeting the expansion/upgradation schedule or in providing subscriber services after completion of setting up of the required infrastructure or in completing construction of the cable system; and
- vi. Wilful or gross negligence, repeated violations of the license terms and conditions, or misrepresentations made in the application process, or violation of any rule, order or regulation of the Authority.

**Licence Administration and Enforcement**

- 34. In all matters of license administration, the Authority shall have the right to determine the licensee's compliance with the terms and provisions of this document and in the event of non-compliance to exercise any or all of the penalties included in this document or the Information, communications and Media Act of Bhutan 2018
- 35. The licensee may request in writing an administrative hearing on an initial decision of the Authority on matters of license administration within 10 (ten) days of the notification of non-compliance.

AGREED TO AND SIGNED ON .....(Day)..... (Month).....(Year)

**Licensee/Authorized representative:**



**Name :**

**Address:**