



Office of the Director of
**Telecommunications
Regulation**

Indicative Draft Licence terms for MMDS and Cable

Consultation Paper

Document No. ODTR 98/33

September 1998

Oifig an Stiúirthóra Rialála Teileachumarsáide
Office of the Director of Telecommunications Regulation
Abbey Court, Irish Life Centre Lower Abbey Street, Dublin 1.
Telephone +353-1-804 9600 *Fax* +353-1-804 9680
Web site [http:// www.odtr.ie](http://www.odtr.ie)

Introduction

The Director of Telecommunications Regulation recently published a paper “The Future of TV Transmission in Ireland – The Way Forward” Document No. ODTR 98/20. She now wishes to invite comments on the indicative draft licences for cable and MMDS services.

The draft licences and detailed technical conditions are attached in these documents:

ODTR 98/33 Indicative Draft Licence Terms,

ODTR 98/34 Draft Technical Conditions for the Operation of Digital Cable Television Systems,

ODTR 98/35 Draft Technical Conditions for the Operation of Digital Television Programme Retransmission Systems,

ODTR 98/36 Draft Conditions for the Operation of Conditional Access Systems.

Comments should be supplied in writing, indicating the document to which they refer and the question numbers to which they refer. Comments should be submitted by 5.00pm on 18 September 1998 and should be addressed to:

Mr. Robert Jackson,

Office of the Director of Telecommunications Regulation,

Abbey Court,

Irish Life Centre,

Lower Abbey Street,

Dublin 1.

The Director regrets that a longer period for comment cannot be made available given the urgency of bringing clarity to the TV transmission market.

Regulations are being prepared under the Wireless Telegraphy Act, 1926, they and the licence terms will be finalised having regard to our review of comments received in respect of this consultation and business plans from operators.

This is not a legal document; the Director is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of the Director to regulate the market generally.

INDICATIVE DRAFT

LICENCE NO:

DIRECTOR OF TELECOMMUNICATIONS REGULATION

WIRELESS TELEGRAPHY ACT, 1926

Licence to keep, have possession of, install, maintain, work and use apparatus for wireless telegraphy issued under the Wireless Telegraphy Act 1926 for relaying or retransmitting certain Programme Services.

LICENCE

1. The Director of Telecommunications Regulation, in exercise of the powers conferred on her by the Act, grants to the Licensee a licence, subject to the Licence Conditions and the Act, to keep, have possession of, install, maintain, work and use the System to Distribute Licensed Services in the Service Areas.
2. The Licence starts on the Licence Commencement Date and continues, subject to the Licence Conditions, for [X] years.

Q. 1. Is this a fair and complete description of the purpose for which licences will be required by licensees bearing in mind that telecoms services will be licensed separately?

Note for operators: The Director has asked for submissions on licence duration in her invitation to operators to submit business plans. Comments by operators should be made in that context and not in response to this document.

**SIGNED BY THE DIRECTOR
OF TELECOMMUNICATIONS
REGULATION**

DATED

LICENCE CONDITIONS

1. Definitions and Interpretation

and Interpretation

- 1.1 In the Licence and the Licence Conditions the expressions set out below have the meanings given to them below (and other grammatical forms of the expressions have corresponding meanings):

Act: the Wireless Telegraphy Act, 1926.

Digital Roll-Out Period: the period specified in the Digital Roll-Out Plan starting on the licence commencement date.

Digital Roll-Out Plan: the digital roll-out plan specified in Schedule 5.

Director: The Director of Telecommunications Regulation.

Distribute: receive Programme Services and convey them over the System.

Gross Revenue: in a Licence Year is the aggregate of all payments, excluding VAT, received or to be received by the Licensee or by any person connected with the Licensee derived in that year from Distributing the Licensed Services in the Service Areas using the System, except payments for installing or providing apparatus necessary to receive the Licensed Services Distributed by the Licensee.

Insolvency Related Event: any of the following in respect of the relevant entity:

- (a) becoming insolvent or holding a meeting with or making a composition or arrangement with creditors or putting a proposal to creditors for a voluntary arrangement for a composition of debts or a scheme of arrangement or taking any preparatory steps in relation to any of the foregoing;
- (b) having a receiver or similar official or other encumbrancer take possession of or be appointed over or having any distress, execution or other process levied or enforced on the whole or any substantial part of its assets (and not discharged within 7 days);
- (c) ceasing or threatening to cease to carry on business or becoming unable or being deemed to be unable to pay debts within the meaning of Section 214 of the Companies Act 1963;
- (d) having a petition presented or making any other form of application for its bankruptcy, winding up, or the appointment of an examiner or similar official to it or convening a meeting for its winding up, bankruptcy or dissolution (other than for the purposes of a solvent amalgamation or reconstruction); and

- (e) having any event analogous to any event referred to in paragraphs (a) - (d) occur under the laws under which the entity is incorporated.

Licence: the licence granted by the Director to the Licensee to which these Licence Conditions apply.

Licence Commencement Date: the date specified in schedule 4.

Licence Conditions: conditions 1 to 16, Schedules 1 to 7 and any annexes.

Licence Fee: for a Licence Year is 3.5% of the Gross Revenue in that Licence Year.

Licence Term: [X] years starting on the Licence Commencement Date plus any period of renewal under condition 13.

Licence Year: a year starting on the Licence Commencement Date or any anniversary of that date during the Licence Term.

Licensed Service: any or all of the following Programme Services:

- (a) a Programme Service broadcast from a Member State of the European Communities (other than Ireland) that complies with Council Directive 89/552/EEC as amended by Council Directive 97/36/EC;
- (b) a Programme Service broadcast from a State (not being a Member State of the European Communities) which is a party to the European Convention on Transfrontier Television that complies with the terms of that Convention;
- (c) a Programme Service broadcast from Ireland that complies with the laws applicable in Ireland; and
- (d) any other Programme Service authorised by the Director.

Licensee: the person specified in schedule 1.

Primary Station: is as defined in schedule 2.

Programme Service: a service which comprises a compilation of sound and/or visual programme material of any description intended for reception by the general public.

Quarter: the 3 month period starting on the Licence Commencement Date and each subsequent consecutive 3 month period during the Licence Term.

Service Areas: the area or areas specified in schedule 3.

Station: is as defined in schedule 2.

System: the system used by the Licensee for the Distribution of Licensed Services, starting at the Station, or the Primary Station, and ending either at the System Outlets or, in cases where the Licensee provides subscribers with a device incorporating specialised decoding means, at the output port of such device, and including all other apparatus directly or indirectly connected between those points.

System Outlet: is as defined in Schedule 2.

Wireless Telegraphy: is as defined in the Act.

*Q. 1.1 Is this list of definitions complete and appropriate?
Are there reasons why any of the definitions given should be amended?*

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

- (1) references to conditions, paragraphs, subparagraphs, schedules and annexes are to conditions, paragraphs, subparagraphs of , and to schedules and annexes to, these Licence Conditions as varied from time to time in accordance with these Licence Conditions;
- (2) a document will be incorporated into and form part of these Licence Conditions if it is referred to in these Licence Conditions and a reference to such a document is to that document as varied from time to time in accordance with these Licence Conditions;
- (3) headings used for conditions, paragraphs, subparagraphs, schedules, annexes and the table of contents are for ease of reference only and will not affect the interpretation of these Licence Conditions;
- (4) references to any law includes any modification or re-enactment of that law, or any legislative provisions substituted for that law, and all ordinances, by-laws, regulations and other statutory instruments issued under that law; and
- (5) use of ‘includes’ or ‘including’ means without limitation.

2. Nature of Licence of Licence

2.1 The granting of this Licence by the Director to the Licensee shall not prevent the Director from issuing other licences [of the same type] to other licensees in respect of all or part of the Service Areas.

2.2 The Licence is personal to the Licensee. Unless it obtains the Director’s prior written consent, the Licensee must not:

- (1) sub-license or grant any right, interest or entitlement in the Licence to any other person; or
 - (2) transfer the Licence to any other person.
- 2.3 The Licence does not grant to the Licensee any right, interest or entitlement other than the right to keep, have possession of, install, maintain, work and use the System to Distribute the Licensed Services in the Service Areas for the purposes of the Act. The Licensee is responsible for obtaining any other approvals, consents, licences, permissions and authorities required to lawfully use the System or lawfully Distribute the Licensed Services.

Note for operators: the Director has asked for submissions on periods of licence exclusivity, if any, in her invitation to operators to submit business plans. Comments should be made in that context and not in response to this document.

3. Provision of Licensed Services

of Licensed Services

- 3.1 Unless the Licensee obtains the Director's prior written consent or the Director directs the Licensee otherwise, the Licensee must Distribute all Licensed Services from time to time Distributed by the Licensee in the Service Areas:
- (1) by analogue transmission from the Licence Commencement Date until at least the [Xth anniversary] of that date; and
 - (2) by digital transmission from the date or dates specified in the Digital Roll-Out Plan until the Licence ends.
- 3.2 The Licensee must Distribute all of the Programme Services specified in Schedule 6 in the Service Areas.
- 3.3 The Licensee must not (and must not allow a Third Party to):
- (1) use the System (or any part of it) for any purpose other than a purpose permitted under the Licence or for which the Licensee or the Third Party in question has obtained all approvals, consents, licences, permissions or authorities required by law; and
 - (2) use the System (or any part of it) to distribute Licensed Services to subscribers outside the Service Areas unless the Licensee has been granted an appropriate licence.

Q. 3.1 Do respondents wish to comment on the simulcasting period?

4. Licence Fees

Fees

- 4.1 The Licensee must pay to the Director the Licence Fee for each Licence Year as set out in this condition.
- 4.2 On the Licence Commencement Date and on each anniversary of the Licence Commencement Date, the Licensee must provide the Director with its estimate of the Gross Revenue in the Licence Year starting on that date.
- 4.3 On or before the first day of each Quarter, the Licensee must pay to the Director one quarter of its estimate of the Licence Fee for the current Licence Year (based on its estimate of Gross Revenue) in the manner notified from time to time by the Director.
- 4.4 Within 3 months after the end of each Licence Year, the Licensee must provide the Director with a statement, certified as correct by a person who is qualified under the Companies Act 1963 for appointment as auditor of a company, of the Gross Revenue in, and the Licence Fee for, that Licence Year.
- 4.5 The Licensee must adjust the second quarterly payment in any Licence Year (and to the extent necessary subsequent quarterly payments) to take account of any over or under payments of the Licence Fee for the previous Licence Year made by the Licensee.

Q. 4.1 Do respondents want to make comment on the licence fee payment mechanism?

5. Interest

- 5.1 If the Licensee fails to pay any amount due to the Director under the Licence Conditions by its due date the amount unpaid will accrue interest daily from the due date to the date of payment at the rate of interest as applied during that time by the Revenue Commissioners.
- 5.2 The Licensee must pay any interest accrued in respect of a late payment at the same time as it makes that payment.

*Q. 5.1 Should there be any circumstances under which interest should not be payable?
Please indicate such circumstances.*

6. Technical Standards

Standards

- 6.1 The Licensee must ensure that the System complies with :

- (1) the technical conditions for analogue and digital transmission systems issued by the Director from time to time, the current versions of which are attached as Annexes A and B respectively;
 - (2) the conditional access conditions for digital transmission systems attached as Annex C; and
 - (3) all other technical standards notified from time to time by the Director.
- 6.2 The System shall, at the Licensee's expense, be designed, constructed, installed, maintained and used, and, if necessary, altered so that the use of the System or any associated apparatus causes no avoidable interference with any authorised apparatus for wireless telegraphy and no avoidable injurious effect on any authorised telegraphic line or authorised telecommunication service, wherever placed and by whomsoever used.
- 6.3 The Licensee must stop using the System or a part of it in accordance with any notice from the Director, and not resume use until further notice, if the Director is satisfied that the use of the System or part of it is causing or is likely to cause radio or other interference with any authorised Equipment.

Comments on Section 6 should be addressed in relation to the technical conditions.

7. Digital Roll-Out

Roll-Out

- 7.1 By the dates specified in the Digital Roll-Out Plan, the Licensee must design, construct, install, commission and put into use a digital transmission network that complies with all of the technical standards and conditions referred to in condition 6.
- 7.2 The Licensee is responsible for obtaining all approvals, consents, licences, permissions and authorities required to design, construct, install, commission and put into use that network.

8. Content Requirements

Requirements

- 8.1 The Licensee must ensure that any local programme service Distributed by the Licensee in the Service Areas complies with all content requirements notified to it from time to time by the Director; such services must also comply with any relevant legislation on content.
- 8.2 The Licensee must ensure that the Services Distributed in the Service Area comply with any requirements with regard to Electronic Programme Guides notified to it from time to time by the Director; the Licensee must also comply with any relevant legislation on Electronic Programme Guides.

Q. 8.1 Do respondents have an opinion as to the detail (if any) of the Director's requirements in regard to local programme service content which should be included in the licence terms?

Q.8.2 *Do respondents have an opinion as to the detail (if any) of the Director's requirements in regard to Electronic Programme Guides which should be included in the licence terms?*

Note: Legislation on broadcasting is currently being drafted which may include provisions relating to the content of local programme services and Electronic Programme Guides.

For the purpose of this section "Local Programme Service" means any non-national programme service covering issues particular to an area or special interest group or offering access to the general public.

9. Consumer Interests

Interests

9.1 The Licensee must:

- (1) publish its prices, terms and conditions for Distributing the Licensed Services to a member of the public and for installing or providing means necessary to receive the Licensed Services and any changes to any of those prices, terms and conditions; and
- (2) provide copies of those prices, terms and conditions to the Director forthwith and to members of the public on request, in each case free of charge.

9.2 The Licensee must obtain the Director's prior written approval for the prices that it proposes to charge for Distributing the Licensed Services and for installing or providing means necessary to receive the Licensed Services and any subsequent change to any of those prices:

- (1) during any period where it is the only person Distributing Licensed Services in any part of the Service Areas; and
- (2) at any other time if the Director is of the opinion that the Licensee has significant market power.

9.3 The Licensee must develop and implement procedures acceptable to the Director for handling complaints received from members of the public in respect of its Distribution of the Licensed Services. Those procedures must address at least the following:

- (1) the Licensee must appoint a person (or establish a position) to be the first point of contact for members of the public;
- (2) a means of recording complaints;
- (3) the time frame within which the Licensee will respond to complaints; and
- (4) procedures for resolving complaints.

- 9.4 The Licensee must participate in any scheme developed for an independent complaints commissioner endorsed by the Director and comply with decisions and directions of that commissioner.
- 9.5 Where a member of the public makes a written complaint, for at least [] years after receipt of the complaint the Licensee must retain copies of the complaint, response, any determination by an independent commissioner and all related documents and information.
- 9.6 If specialised decoding means are required for a member of the public to receive the Licensed Services Distributed by the Licensee, the Licensee must ensure that those means are available to members of the public and separately identify any charge made by the Licensee for the provision of those means.
- 9.7 Unless the Director regards the refusal as being reasonable, the Licensee must not refuse:
- (1) to install or connect a System Outlet anywhere in the Service Areas; or
 - (2) to allow a member of the public to receive the Licensed Services for private or domestic purposes anywhere in the Service Areas.

Q. 9.1 Are there other areas of consumer interests which respondents feel should be included in this section?

Q. 9.2 Should operators have freedom to reduce prices without requiring the approval of the Director?

Q. 9.3 Have respondents comments on the period for which records of written complaints should be retained?

Q. 9.4 Do respondents have comments as to the point at which a Licensee should be regarded as having significant market power?

Q. 9.5 Do respondents wish to suggest grounds on which a Licensee may refuse service?

10. Competition

10.1 The Licensee must:

- (1) not engage in any practice or enter into any arrangement that is prejudicial to fair and effective competition in the Distribution of the Licensed Services and services connected with them; and
- (2) comply with any direction or notice from time to time issued by the Director to the Licensee for the purposes of ensuring fair and effective competition in the Distribution of Licensed Services and services connected with them.

10.2 The Licensee must not restrict the ability of members of the public to lawfully obtain Licensed Services from third parties.

11. Provision of Information to Director

of Information to Director

- 11.1 The Licensee must provide to the Director in the manner and at the times reasonably required by the Director any document, accounts, returns, estimates, reports or other information required by the Director for the purpose of exercising the functions assigned to her by law, including the documents, accounts, returns, estimates, reports and other information specified in this condition 11.
- 11.2 Within one calendar month after the end of the 6 month period starting on the Licence Commencement Date, and each subsequent 6 month period during the Licence Term, the Licensee must provide to the Director a report in a form required by the Director:
- (1) specifying the current number of System Outlets and the number of analogue and digital subscribers;
 - (2) reporting on the quality of the Distribution of the Licensed Services using the System during the preceding 6 month period; and
 - (3) providing any other information reasonably required from time to time by the Director.
- 11.3 The Director may use information provided by the Licensee under these Licence Conditions in compiling statistics and may publish periodical reviews of industry performance that include those statistics.
- 11.4 The Licensee must provide the Director with any information or copies of documentation requested by the Director to enable her to monitor the Licensee's compliance with the Licence and the Act.
- 11.5 The Director may require an audit of any aspect of the Licensee's compliance with the Licence and the Act. The Licensee must provide any assistance requested by the Director in relation to any audit.
- 11.6 The Licensee must notify the Director of the occurrence of any of the following events, immediately the Licensee becomes aware of the event:
- (1) any fact or event likely to materially affect the Licensee's ability to comply with any condition; and
 - (2) an Insolvency Related Event in respect of the Licensee or any body corporate which controls the Licensee.

11.7 The Licensee must notify the Director of the occurrence of any of the following events, within 28 days of the event occurring:

- (1) any change in the persons having control over the Licensee, or in the directors of the Licensee or the directors of any body corporate that controls the Licensee; and
- (2) any change in the persons having interests in the Licensee or in a body corporate that directly or indirectly controls the Licensee so that a person or group of persons acting together:
 - (1) has acquired an interest of more than 20% in aggregate in the relevant entity; or
 - (2) having (or having had) an interest of more than 20% in aggregate in the relevant entity, has increased or decreased that interest.

11.8 The Licensee must supply to the Director in relation to itself and any body corporate which controls the Licensee:

- (1) a copy of its annual return at the same time as it is filed with the Registrar of Companies in accordance with section 127 of the Companies Act 1963;
- (2) a copy of its annual report and accounts within 7 days of circulation to the shareholders of the relevant body corporate;
- (3) (where the relevant body corporate is not incorporated in Ireland) any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the Director, analogous or equivalent to the above, at such times and in such forms as the Director notifies from time to time; and
- (4) any other information reasonably required by the Director from time to time having regard to any duties which are, or maybe, imposed on her or on the Licensee by law.

Q. 11.1 Are the requirements in relation to information to be supplied to the Director appropriate?

12. Compliance

12.1 The Licensee must comply with any direction, requirement or notice given to it by the Director in respect of any matter, which direction, requirement or notice is in the opinion of the Director appropriate, having regard to any duties which are or may be imposed on her or on the Licensee by law.

12.2 The Licensee must develop and implement procedures to ensure that it complies in all respects with the Licence Conditions and the Act, including ensuring that:

- (1) there are sufficient persons involved in installing, maintaining, working and using the System and Distributing the Licensed Services who are adequately aware of the requirements of the Licence Conditions and the Act and that those persons are able to ensure compliance with those requirements on a day to day basis; and
- (2) adequate arrangements exist for the immediate implementation of any general or specific directions, requirements or notices that the Director gives the Licensee.

Q. 12 Are the requirements in 12.2 appropriate? Do operators wish to indicate the timeframe required to comply with such a condition?

13. Renewal

- 13.1 At any time between the [Xth] anniversary of the Licence Commencement Date and the [Xth] anniversary of the Licence Commencement Date, the Licensee may apply to the Director to renew the Licence for one further period of [X] years starting on the [Xth] anniversary of the Licence Commencement Date.
- 13.2 Any application under condition 13.1 must comply with any renewal procedures published from time to time by the Director and current at the time of the Licensee's renewal application.
- 13.3 The Director may renew or refuse to renew the Licence in her absolute discretion and in the event of her renewing the licence may do so on such terms as she, in her absolute discretion considers appropriate.

Q. 13.1 Is the renewal mechanism appropriate? Do respondents wish to suggest any other mechanism for renewal?

Q. 13.2 What timeframe should apply?

14. Sanctions for Breach of Licence

for Breach of Licence

- 14.1 If the Director has any reason to believe that the licensee has failed to comply with any condition, the Director may serve a written notice on the licensee:
 - (a) specifying how, in the Director's opinion, the licensee is failing to comply with the condition or conditions concerned; and
 - (b) affording the licensee the opportunity of making representations about the alleged breaches within fourteen days of the date of the notice or such further period as the Director deems reasonable.
- 14.2 If, after consideration of the representations if any, the Director is satisfied that the

licensee has failed to comply with the condition or conditions, then the Director may serve a notice on the licensee:

- (a) specifying how, in the Director's opinion, the licensee is failing to comply with the condition or conditions concerned; and
- (a) stating that unless the licensee takes, within the period specified in the notice, specified steps to remedy the failure, the Director may take any one of the actions ("the Sanctions") listed below:
 - (i) suspend the Licence;
 - (ii) reduce the Licence term by a period not exceeding two years;
 - (iii) amend the Service Areas; or
 - (iv) revoke the Licence;

and may publish the notice.

14.3 If at the end of the period specified in any notice under condition 14.2 the Director is satisfied that:

- (a) the Licensee has failed to take the steps specified in the notice; and
 - (b) it would have been reasonably practicable for the Licensee to take those steps,
- the Director may, by further written notice exercise the relevant Sanction specified in the condition 14.2 notice.

14.4 If the Sanction imposed under condition 14.3 is not that of revocation, the Director may nonetheless revoke the Licence, by repeating the procedure specified in condition 14.2 if the Licensee continues to fail to take the steps required of it under the previous condition 14.2 notice for a further period of 30 days.

14.5 The Director may revoke the Licence by notice to the Licensee, taking effect on the date specified in the notice, in any of the following circumstances:

- (a) if the Licensee indicates to the Director that it does not intend to Distribute the Licensed Services in the Service Areas or indicates to the Director that it does not intend to comply with condition 7;
- (b) if the Director for any other reason has reasonable grounds for believing the Licensee will not Distribute the Licensed Services in the Service Areas, or will not comply with condition 7, and has notified the Licensee of the grounds;
- (c) if the Licensee agrees in writing with the Director that the Licence should be revoked;

- (d) if the Director is satisfied that, in connection with its application for the Licence, in connection with any renewal application or in purporting to comply with any condition, the Licensee provided the Director with information that was false in a material particular or withheld any material information requested;
- (e) if, where the Licensee is a body corporate, a change of which the Licensee is required to notify the Director under condition 11.7 occurs and that change is such that were the Director determining whether to award the Licence to the Licensee in the new circumstances, the Director would not award the Licence to the Licensee because of the change;
- (f) if the Director ceases to be satisfied that the Licensee is a fit and proper person to hold the Licence; or
- (g) if the Licensee fails to obtain, maintain in force and comply with any approval, consent, licence, permission or authority required to use the System or Distribute the Licensed Services.

14.6 Following an application by the Licensee the Director may withdraw any notice given under condition 14.2 by a further notice if the Director is satisfied that this is justified because of the Licensee's conduct since the date of the notice given under condition 14.2.

14.7 If any court makes an order disqualifying the Licensee from holding a licence, the Licence will be treated as being revoked with effect from the effective date of that order.

Q. 14.1 What observations do you have on the mechanism and procedures for applying sanctions for breach of licence conditions?

15. Variation

15.1 By serving a notice on the Licensee the Director may vary:

- (1) any condition, paragraph, subparagraph, schedule or annex if the Licensee has previously consented to that variation; or
- (2) any condition, paragraph, subparagraph, schedule or annex (except the amount of the Licence Fee) if the Licensee has been given a reasonable opportunity to make representations to the Director concerning the proposed variation and the Director has considered those representations.

16. Notices

16.1 Any notice or notification under these Licence Conditions must be:

- (1) in writing;

(2) addressed to the recipient at the address for service of notice specified for the recipient in schedule 7, as altered by notice given in accordance with this condition; and

(3) left at or sent by prepaid post to that address.

16.2 A notice given in accordance with condition 16.1 is received:

(1) if left at the recipient's address, on the date of delivery;

(2) if sent by prepaid post, 2 days after the date of posting; and

(3) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight business hours after that transmission the recipient informs the sender that it has not received the entire notice.

SCHEDULES

**Schedule 1
Licensee**

**Schedule 2
System**

**Schedule 3
Service Areas**

**Schedule 4
Licence Commencement Date**

**Schedule 5
Digital Roll-Out Plan**

**Schedule 6
Required Programme Services**

**Schedule 7
Addresses for Notices**

**Annex A
Technical Conditions for Analogue Transmission Systems**

**Annex B
Technical Conditions for Digital Transmission Systems**

**Annex C
Conditional Access Conditions**