

TERMS AND CONDITIONS FOR DEALER TELECOMMUNICATIONS LICENCE

1 INTRODUCTION

- 1.1 Dealer Telecommunication Licence (“the Licence”) is granted by the Authority for Info-communications Technology Industry of Brunei Darussalam (“the Authority”) under Section 5 of the *Telecommunications Order, 2001* shall be valid for the duration of this Licence unless revoked or suspended by the Authority.
- 1.2 This Licence authorises the licensee to import, let for hire, sell, offer or possess for sale any equipment as defined in *Telecommunications Order, 2001*.

2 TERMS AND CONDITIONS

2.1 GENERAL

- 2.1.1 The Licensee(s) must comply with the provisions of the *Telecommunication Order, 2001*, any Regulations made under the same, and all applicable Codes of Practice and Advisory Guidelines which the Authority may issue under Section 26 and 28 of the *Telecommunications Order, 2001*.
- 2.1.2 The Licensee must not assign, transfer, sub-let the Licence to any of its rights, benefits or obligations under the Terms and Conditions.
- 2.1.3 The Licensee must obtain the necessary import permits and type approval for any equipment imported for use in Brunei Darussalam and shall ensure that they conform to the relevant equipment standards that may be specified by the Authority from time to time.
- 2.1.4 The Licensee must produce any equipment to the Authority in respect of carrying out any testing or inspection upon request by the Authority, and the Licensee must be borne with all charge fees incurred in connection with the testing or inspection.
- 2.1.5 Licensees who choose to comply with equipment labelling must follow the rules set forth under Advisory Guidelines on Requirements for Telecommunication and Radiocommunication Equipment Labelling.
- 2.1.6 The Licensee(s) must renew the Licence at least twenty (20) working days in advance before the expiry date.
- 2.1.7 The Licensee must notify the Authority in writing about any changes to the information contained in the Licence application within five (5) working days including the changes to its business or company name or changes to their business or registered address or any related thereof.
- 2.1.8 The Licensee must provide the Authority with any documents or information within its knowledge, custody or control that the Authority requires for the exercise of its functions and duties under the *Telecommunications Order, 2001*.

2.2 MODIFICATIONS

- 2.2.1 The Authority reserves the right to modify these Terms and Conditions at any time without prior notice.
- 2.2.2 The Authority may add to, vary or waive all or any of the Terms and Conditions in accordance with the *Telecommunications Order, 2001* and the Regulations and the Licensee shall, at his or her own expense, comply with the varied or additional Terms and Conditions.

2.3 LAW AND JURISDICTION

- 2.3.1 The Licence shall be governed by and construed in accordance with the Laws of Brunei Darussalam.
- 2.3.2 In addition to the *Telecommunications Order, 2001*, the Licensee must observe and comply with any other treaty or convention to which Brunei Darussalam is a party, and all applicable Laws of Brunei Darussalam.
- 2.3.3 Nothing in the Terms and Conditions shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals (from the Authority or any other relevant authorities) that may be required under any written law in force in Brunei Darussalam.
- 2.3.4 If any of these Terms and Conditions or part thereof shall be construed as separate and severable so that if any Terms and Conditions and part thereof is held invalid, unenforceable or illegal for any reason, the remainder shall remain in full force in every respect.