MALTA COMMUNICATIONS AUTHORITY

AIRCRAFT STATION LICENCE

Licence No. MCA-RCL/25-0160

Article 1. Grant of Licence

1.1 In accordance with the Electronic Communications (Regulation) Act (Cap. 399 of the Laws of Malta) and with the Radio Regulations, this Licence is herewith issued to the Licensee for the installation and for the use of the radiocommunications apparatus on the aircraft described in this licence, and subject to the conditions listed hereunder.

Registration Marks	Constructor & Aircraft Type Designation	Constructors' Serial Number	Aircraft Owner/Operator	Aircraft Weight
9H-SEY	Airbus S.A.S. A320-214	05759	Valletta Airlines Limited	77,000 kg

1.2 This 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 (EU) 2018/1139, (Annex I 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 (EU) 2018/1139 certified in accordance with Regulation (EU) 748/2012:

Provided that in any case for this licence to be valid, the aircraft must be included in the National Aircraft Register maintained by the Civil Aviation Directorate.

1.3 This Licence shall not be considered as certifying that the Radiocommunications Apparatus is airworthy and that the aircraft described in this Licence is fit to fly.

1.4 This Licence supersedes any other licence with reference no. MCA-RCL/25-0160 which could have been issued prior to the commencement date of this Licence.

Article 2. Definitions

2.1 Any reference in this Licence to the "Act" is a reference to the Electronic Communications (Regulation) Act (Cap. 399 of the Laws of Malta), and subject to Article 2.2 of this Licence, the provisions of the said Law shall apply to this Licence.

2.2 In this Licence, unless the context otherwise requires:

"Authority" means the Malta Communications Authority;

"Civil Aviation Directorate" means the Civil Aviation Directorate within the Authority for Transport in Malta;

"the Commencement Date" means **01 December 2025**;

"the Expiry Date" means **30 November 2029**;

"the Licensee" means Valletta Airlines Limited, a company incorporated in Malta with number C 103858;

"National Aircraft Register" shall have the same meaning as defined in the Aircraft Registration Act (Cap. 503 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 described in Article 1 of this Licence, as defined in Annex I to this Licence;

"Regulation (EU) 748/2012" means Commission Regulation (EU) 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;

"Regulation (EU) 2018/1139" means Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91; and

"Regulation (EU) 2023/1770" means Commission Implementing Regulation (EU) 2023/1770 of 12 September 2023 laying down provisions on aircraft equipment required for the use of the Single European Sky airspace and operating rules related to the use of the Single European Sky airspace and repealing Regulation (EC) No 29/2009 and Implementing Regulations (EU) No 1206/2011, (EU) No 1207/2011 and (EU) No 1079/2012.

Article 3. Licence Duration

3.1 This 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 this Licence.

3.2 This Licence shall cease to have effect immediately on the Expiry Date.

Article 4. Use of Radio Frequency Spectrum

4.1 The Licensee is authorised to use the Radiocommunications Apparatus exclusively on the radio frequencies laid down in Annex I to this Licence and subject to the terms, conditions and limitations stated in this Licence, unless otherwise previously authorised in writing by the Authority.

Article 5. Non-Interference

5.1 The Licensee shall comply with any directives and, or decisions, however so described, issued by the Authority in relation to harmful interference.

5.2 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.

5.3 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.

5.4 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.

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Article 6. Exposure to Electromagnetic Fields

6.1 The Licensee shall comply with any radiation emission standards adopted and published by the International Commission on Non-Ionising Radiation Protection (ICNIRP), any mandatory standards set by the competent authority responsible for the adoption of any such standards and any other relevant standards as may be specified by law.

6.2 The Licensee shall comply with any directives and, or 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 European Community Law, or accepted by the Authority as being adequate to ensure the limitation of exposure of the general public to electromagnetic fields.

6.3 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, any mandatory standards set by the competent authority responsible for the adoption of any such standards and any other relevant standards as may be specified by law.

Article 7. Fee for the Right to install and use Radiocommunications Apparatus

7.1 The Licensee shall immediately upon issue of this 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 in the Radiocommunications (Penalties and Voluntary Settlement of Disputes Procedures) Regulations (SL 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 this Licence and shall give the Authority the right to terminate this Licence with immediate effect.

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

Article 8. Conditions of Use of the Radiocommunications Apparatus

8.1 The Radiocommunications Apparatus shall be maintained so as to remain compliant with any laws, including any regulations made thereunder, as may from time to time be applicable.

8.2 The Radiocommunications Apparatus shall be used by the Licensee only to install and use an aircraft radio station in accordance with the parameters laid down in Annex I to this Licence and subject to the terms, conditions and limitations stated in this Licence, unless otherwise previously authorised in writing by the Authority.

8.3 This 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.

8.4 The Radiocommunications Apparatus shall be operated exclusively by personnel duly authorised by the Licensee and acting under the responsibility of the Licensee:

Provided that the personnel duly authorised to use the Radiocommunications Apparatus must hold the appropriate qualifications as established by any national competent authority.

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

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

8.7 In using the Radiocommunications Apparatus the Licensee shall ensure compliance with the applicable provisions of Regulation (EU) 2023/1770.

8.8 In using the Radiocommunications Apparatus for radiotelephony operations, the Licensee or any person duly authorised by the Licensee to use the Radiocommunications Apparatus in accordance with Article 8.4 hereof, shall use any of the means of identification described in Article 19 of the Radio Regulations.

Article 9. Information

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

9.2 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 this Licence and, or with the provisions of any law, or for statistical purposes.

Article 10. Further Compliance

10.1 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 orders, decisions or directives, however so described, of the Authority;
c) the Radio Regulations which complement the Constitution and the Convention of the International Telecommunication Union currently in force; and
d) all the articles of this Licence.

10.2 Nothing in this 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 this 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 this 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.

Article 11. Termination

11.1 Without prejudice to any other measures, including the imposition of fines however so described, that may be taken at law for the non-observance of the conditions of this Licence, this Licence may be withdrawn at any time by the Authority if any of the conditions laid down at law or in any part of this Licence are not observed.

11.2 This Licence 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 this Licence in accordance with the articles of this Licence and, or of law;
d. upon insolvency, liquidation or bankruptcy of the Licensee;
e. upon the winding up or dissolution of the Licensee;

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f. in accordance with any provisions of the Act and/or of Article 12.2 of this Licence; or
g. Aircraft de-registration from the national aircraft register.

Article 12. Rights and Remedies of the Authority

12.1 In addition to its power to terminate this Licence in accordance with Article 11 of this Licence, 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 this Licence.

12.2 The Authority may add to, or amend or revoke any of the terms and conditions of this Licence, including the radio frequency spectrum described in this 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 this 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.

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

12.4 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 this 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.

12.5 All the articles under this 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.

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

Article 13. Data Protection

13.1 The data found in this licence shall be processed by the Authority in line with the requirements of the Data Protection Act (Cap. 586 of the Laws of Malta) and the General Data Protection Regulation (GDPR) (EU) 2016/679. This will include the disclosure to other entities authorised at law.

Digitally signed by Adrian GALEA
(Signature)
Date: 2025.10.10 07:59:59 +02'00'

Adrian Galea
Senior Manager, Spectrum Planning & Authorisation
for and on behalf of the Malta Communications Authority

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Annex I – Description of the Radiocommunications Apparatus

Category	Operating Radio Frequency or Frequency Band	Quantity
HF Communication	2 - 30 MHz	2
VHF Communication	117.975 - 137 MHz	3
Marker	75 MHz	2
DME	960 - 1215 MHz	2
VHF Navigation	108 - 117.975 MHz	2
ADF	255 - 495 kHz, 505 - 526.5 kHz	1
ATC Transponder	1030 MHz (Rx), 1090 MHz (Tx)	2
Weather Radar	9300 - 9500 MHz	1
Radio Altimeter	4200 - 4400 MHz	2
Area NAV/DME	960 - 1213 MHz	3
MMR/ILS Receiver	108.0 - 112.0 MHz (ILS localizer) 328.6 - 335.4 MHz (Glide path)	2
TCAS/ACAS	1030 MHz (Tx), 1090 MHz (Rx)	1
Satellite Navigation (GNSS)	1559 - 1610 MHz	2
ELT (fixed)	121.5 MHz, 243 MHz, 406 MHz	1
ELT (portable)	121.5 MHz, 243 MHz, 406 MHz	1