

(SAMPLE)

Other Licensable Television Programme Service Licence for providing the type B other licensable television programme service mentioned in Schedule 4 to the Broadcasting (Licence Fees) Regulation
(Subject to amendments and approval of the Communications Authority)

In exercise of the powers conferred by section 8(2) of the Broadcasting Ordinance (Cap.562) and all the powers enabling him in that behalf, the Communications Authority hereby grants an other licensable television programme service licence (“this Licence”) to [English name] Limited ([Chinese name]) (“the Licensee”, which expression shall include its lawful successors and assigns), a company formed and registered under the Companies Ordinance (Cap.32), whose registered office is situated at [address], Hong Kong, on the following conditions.

Interpretation

- 1.1 Save where the contrary intention appears expressly or by necessary implication in this Licence, words and expressions used in this Licence shall bear the same meaning, if any, as in the Broadcasting Ordinance and in the Interpretation and General Clauses Ordinance (Cap. 1), and in the event of any conflict or inconsistency between their meanings, the meaning in the Broadcasting Ordinance shall prevail over that in the Interpretation and General Clauses Ordinance.
- 1.2 The headings and index used in this Licence shall not in any way vary, limit or extend the interpretation of this Licence.
- 1.3 This Licence shall receive such fair, large and liberal construction and interpretation as will best ensure the attainment of its objects according to its true intent, meaning and spirit.
- 1.4 The Schedules hereto, if any, [together with the Annexe, if any,] shall form part of this Licence.
- 1.5.1 Save where the contrary intention appears expressly or by necessary implication in this Licence, the following words and expressions mean:
- | | |
|---------------------|---|
| “auditor” | a professional accountant registered and holding a practising certificate under the Professional Accountants Ordinance (Cap. 50). |
| “commencement date” | [date]. |
| “day” | a period of 24 hours beginning at midnight. |

“hotel”	a hotel within the meaning of section 2(1) of the Hotel Accommodation Tax Ordinance (Cap.348).
“period of validity”	the period specified in Condition 3 or such period as may be renewed or extended pursuant to section 11 of the Broadcasting Ordinance.
“relevant Authority”	<p>(a) the Communications Authority in connection with either a condition of this Licence in respect of which the Communications Authority is the regulator or similarly empowered under any law, Ordinance, determination, consent, notice, direction, authorisation or approval; or</p> <p>(b) the Secretary for Commerce and Economic Development in connection with either a condition of this Licence in respect of which that Secretary is the regulator or similarly empowered under any law, Ordinance, determination, consent, notice, direction, authorisation or approval.</p>
“Service”	a television programme service which is intended or available for reception in hotel rooms only, whether free of charge or on payment (whether periodically or otherwise) of a subscription in Hong Kong.

1.5.2 The word “person” bears the same meaning as in section 3 of the Interpretation and General Clauses Ordinance and includes “Government”.

1.6 In this Licence, save where the contrary intention appears expressly or by necessary implication, words and expressions:

- (a) which import one gender include the 2 other genders;
- (b) which import the singular include the plural and vice versa; and
- (c) extend to their grammatical variations and cognate expressions where those words and expressions are defined herein or by reference to any other definition.

1.7 If at any time any condition of this Licence is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining conditions shall not in any way be affected or impaired.

- 1.8 In this Licence, a reference to an Ordinance, whether the word is used by itself or as part of any title to an Ordinance, shall mean the Ordinance for the time being in force as well as any modification or substitution thereof, in whole or in part, and all subsidiary legislation, regulations, directions, codes of practice and instruments made thereunder and for the time being in force.

Terms of Licence

- 2.1 This Licence permits the Licensee to provide a Service in accordance with this Licence and any law or Ordinance.
- 2.2 This Licence is granted subject to the provisions of the Broadcasting Ordinance, the Communications Authority Ordinance (Cap. 616), the Broadcasting (Miscellaneous Provisions) Ordinance (Cap. 391) and, without limitation, any other Ordinance.

Commencement date and period of validity of Licence

3. Subject to the conditions of this Licence and any law or Ordinance, this Licence shall be valid for [] year(s) from [date] to [date], both dates inclusive.

Publication of Licence

- 4.1 The Licensee shall make available for inspection by members of the general public, free of charge, a certified true copy of this Licence at its registered office and principal place of business.
- 4.2 The Government may in its discretion make this Licence publicly available in any manner it thinks fit, in whole or in part.

Notification of place of business

5. The Licensee shall promptly notify the Communications Authority of any change in the address of its registered office or principal place of business, as the case may be.

**Directions etc. by the
relevant
Authority**

6.1

Where any determination, consent, notice, direction, authorisation or approval of or from the relevant Authority is required for the doing of any matter or thing by or on behalf of the Licensee, or a notice or notification is required to be given by or on behalf of the Licensee to the Communications Authority or the Secretary for Commerce and Economic Development, that determination, consent, notice, direction, authorisation, approval or notification is valid only if given in writing and signed by a person with authority to do so and, subject to Condition 6.2, given before the doing of the said matter or thing in question. If a digital signature is used, it shall be supported by a recognised certificate under the Electronic Transactions Ordinance (Cap. 553). For the purpose of this Condition, “digital signature” shall bear the same meaning as in the Electronic Transactions Ordinance.

6.2

The relevant Authority may generally or specifically in relation to a particular matter or thing referred to in Condition 6.1 by notice in writing to the Licensee waive the requirement for its or his (as the case may be) determination, consent, notice, direction, authorisation or approval to be given before the doing of the matter or thing in question, provided that no such waiver shall estop the relevant Authority from withdrawing the waiver, with prospective effect, in whole or in part, or from requiring that the determination, consent, notice, direction, authorisation or approval, as the case may be, be required timeously in relation to other matters or things.

6.3

Without any limitation whatsoever on the rights and powers conferred by any law or Ordinance, where a relevant Authority gives any determination, consent, notice, direction, authorisation or approval to the Licensee, the same may be:

- (a) withdrawn, modified or replaced from time to time by the relevant Authority, in the same circumstances, and with the same effect, as if the withdrawal, modification or replacement were the giving of a determination, consent, notice, direction, approval or authorisation and the Licensee shall comply therewith;
- (b) given once or from time to time; and
- (c) made subject to such conditions as the relevant Authority may impose.

6.4 All references in this Licence to the doing of any matter or thing by a relevant Authority include any delegate thereof, or other agents, authorised in that regard by or under any law or Ordinance.

6.5 Unless otherwise provided by any law or Ordinance, any determination, consent, notice, direction, authorisation or approval moving from the relevant Authority to the Licensee shall be deemed validly served or given if :

- (a) it complies with the manner prescribed in section 40 of the Broadcasting Ordinance;
- (b) it is dispatched by facsimile transmission to the designated number of the Licensee; or
- (c) it is delivered by hand to the registered office or principal place of business of the Licensee.

Licence fee

7.1 The Licensee shall pay to the Communications Authority every year during the period of validity such licence fee in advance as may be prescribed from time to time by regulation made under section 42 of and section 13 of Schedule 4 to the Broadcasting Ordinance.

7.2 The Licensee shall pay such other fees and charges as may be prescribed from time to time by regulation made under section 42 of and section 13 of Schedule 4 to the Broadcasting Ordinance.

7.3 In the event of a revocation, surrender or suspension of this Licence, no licence fees or other fees and charges paid or payable by the Licensee before the said revocation, surrender or suspension shall be repaid or cease to be payable, as the case may be.

Intellectual property rights

8. The Licensee shall not do, or permit, any act or conduct in relation to the Service which is an infringement of any intellectual property right, including but not limited to any copyright.

Information to be provided

- 9.1 The Licensee shall provide the relevant Authority within the period specified such information as the relevant Authority may properly require.
- 9.2 Without prejudice to the power that the relevant Authority may have under Condition 9.1, the Licensee shall submit to the Communications Authority a certificate made by the auditor of the Licensee or a statutory declaration made by a director, a company secretary or a principal officer of the Licensee stating the names, addresses and number of hotels containing one or more hotel rooms to which the Service is provided as at each anniversary date of the commencement date of this Licence within 30 days of each such anniversary.
- 9.3 The Licensee shall supply recordings of good quality of all material on the Service provided during such period, and in such form, as the Communications Authority may direct and require for examination.

Other requirements

- 10. For the avoidance of doubt, the Licensee shall apply for such other licences, permissions, approvals, agreements or grants as may be required under any law or Ordinance if any such licence, permission, approval, agreement or grant is or becomes necessary for or in connection with the provision of the Service.

Issued this day of

Signed by :
Name and title:
for and on behalf of the Communications Authority

Last Updated: 4/2012