

立法會參考資料摘要

香港有線電視有限公司

終止本地收費電視節目服務牌照申請

引言

在二零二三年二月十四日的行政會議上，行政會議**建議**，行政長官**指令**，應批准香港有線電視有限公司(有線電視)終止其本地收費電視節目服務(收費電視服務)牌照(牌照)(**附件**)的申請，由二零二三年六月一日起生效，並將牌照有效期由二零一七年六月一日至二零二九年五月三十一日修訂為二零一七年六月一日至二零二三年五月三十一日。

理據

申請

2. 有線電視的收費電視服務牌照於二零一六年十二月獲行政長官會同行政會議續期，有效期為十二年，由二零一七年六月一日至二零二九年五月三十一日。

3. 有線電視於二零二二年九月三十日分別去信商務及經濟發展局局長(商經局局長)和通訊事務管理局(通訊局)，尋求行政長官會同行政會議批准其交還牌照¹的申請(申請)。有線電視表示近年營商及經營環境漸趨惡劣，其收費電視服務已無利可圖。

4. 《釋義及通則條例》(第1章)第46條訂明，凡條例授權力予任何人批給牌照，此人亦同時獲授予包括修訂及撤回該牌照等權力。因此

¹ 有線電視終止提供收費電視服務，將不會影響有線寬頻通訊有限公司(有線寬頻)旗下集團公司提供的寬頻、固網電話服務及有線電視聯屬公司奇妙電視有限公司(奇妙電視)所提供的本地免費電視節目服務(免費電視服務)。

在雙方同意下，可藉修訂牌照以縮短牌照有效期，從而提早終止牌照。有線電視希望由二零二三年六月一日起終止其牌照，而在該日期之前需要三個月時間準備落實離場安排。

通訊局的評估

5. 在行政長官會同行政會議批准終止牌照前，我們須確保有線電視已按照牌照規定履行義務及已產生的責任。就此，我們已徵詢通訊局的意見。通訊局審視了有線電視是否已按該牌照規定履行義務及已產生的法律責任，有關詳情載於下文各段。

(A) 六年投資計劃(二零一七至二三年)的遵行情況

6. 通訊局根據有線電視的六年投資計劃(二零一七至二三年)，審視了其實際開支，認為有線電視就其六年投資計劃而言，並沒有尚待處理的規管事宜。

(B) 未清繳的牌費

7. 有線電視已清繳二零二二／二三牌照年度(截至二零二三年五月三十一日止)的牌費。通訊局信納有線電視在其經修訂的牌照的有效期屆滿時，在按已修訂的牌照需繳付的牌費方面，並沒有尚未履行的法律責任。

(C) 未清繳的罰款

8. 有線電視在牌照下並無遭通訊局施加罰款。

(D) 對該申請的其他觀察

終止牌照後現有用戶的處理方案

9. 通訊局認為有線電視須確保有能力應付或會在較短時間內急增的終止服務要求及查詢。就此，有線電視同意實施多項措施，以便離場安排能順利進行。根據有線電視提交的資料，通訊局認為有線電視就其終止牌照計劃提出的用戶離場安排可接受。通訊局亦會要求有線電視由行政長官會同行政會議批准其終止收費電視服務牌照申請後，每兩星期提交報告，交待用戶退出安排的進度，以監察有線電視的落

實工作。

服務終止後的人手調配計劃

10. 通訊局理解有線電視服務終止後會有人手調配及解僱計劃。有線電視將履行《僱傭條例》(第57章)列明的責任，而最終的計劃將視乎臨近服務終止日期時的當前經營環境和商機而定。

對奇妙電視的承諾的影響

11. 通訊局已評估終止有線電視的收費電視服務會否影響聯屬公司，即奇妙電視在其本地免費電視節目服務牌照中期檢討中承諾的財務能力以及節目和其他承諾。通訊局備悉，有線寬頻作為有線電視及奇妙電視的最大股東，向通訊局重申即使交還該牌照，奇妙電視於中期檢討作出的承諾亦會維持不變，因此通訊局滿意交還該牌照大致不會影響奇妙電視所作的承諾。

與該申請相關的其他技術事宜

12. 有線電視的收費電視服務終止後，有線電視及奇妙電視需要就若干技術事宜提出申請，包括交還頻率和對有線電視的綜合傳送者牌照作出相應修訂、奇妙電視更改其免費電視牌照有關傳送免費電視服務的模式，以及移除未經使用的網絡設備等。通訊局將根據相關牌照所賦予的權力，分別處理上述技術及相關規管事宜。

(E) 通訊局的整體評估

13. 通訊局認為有線電視交還牌照一事純屬商業決定。鑑於經營環境不斷轉變，由有線電視評估其業務潛力及長遠經營能力最為恰當。按照在規管收費電視服務上便利營商及市場主導的方針，通訊局認為不應對有線電視施加不必要的離場限制。此外，通訊局認為有線電視並沒有在該牌照規定下尚未履行的義務或已產生的法律責任，而有線電視擬在終止牌照後作出的用戶離場安排亦可接受。

14. 由於有線電視不是主要的市場參與者及其近年的市場佔有率逐步萎縮，因此有線電視退出收費電視市場不大可能對整體廣播環境造成重大影響。此外，鑑於網上媒體服務激增，觀眾習慣有所轉變，有線電視終止收費電視服務對消費者選擇的影響有限。其聯屬公司奇妙

電視，作為一所免費電視牌照持牌機構，於二零二二年十一月二十一日額外推出一條提供本地新聞、財經資訊、體育等的免費電視頻道，可一定程度彌補消費者的選擇。

建議的影響

15. 所有已繳付通訊局的牌費均記入通訊辦營運基金的帳目²，讓通訊辦提供公共服務。終止有線電視的牌照將令通訊辦營運基金的收入有所減少。由於有線電視的牌費只佔通訊辦營運基金收入極少部分，因此牌照終止對該基金的財政影響十分輕微。經濟影響方面，有線電視退出市場，對整體經濟應無重大影響。建議對公務員、生產力、家庭、性別議題、環境和可持續發展亦無影響。建議亦符合《基本法》，包括有關人權的條文。

宣傳安排

16. 我們會在二零二三年二月十四日發出新聞稿，發言人亦會答覆傳媒和公眾的查詢。

查詢

17. 如有查詢，請聯絡商務及經濟發展局首席助理秘書長趙文軒先生（電話：2810 2141）。

商務及經濟發展局

二零二三年二月

² 見《通訊事務管理局條例》(第 616 章)第 20(1)條

附件
(僅備英文版本)

Domestic Pay Television Programme Service Licence

Broadcasting Ordinance (Chapter 562)

Hong Kong Cable Television Limited

Renewed Licence

13 December 2016

**Department of Justice
The Hong Kong Special Administrative Region**

In exercise of the powers conferred by section 11(1) of the Broadcasting Ordinance (Cap.562) and all the powers enabling him in that behalf, the Chief Executive in Council hereby renews the domestic pay television programme service licence (“this Licence”) granted on 1 June 1993 to Hong Kong Cable Television Limited (“the Licensee”, which expression shall include its lawful successors and assigns), a company formed and registered under the Companies Ordinance (Cap. 622), whose registered office is situated at 16th Floor, Ocean Centre, Harbour City, Canton Road, Kowloon, Hong Kong, and as subsequently amended and renewed, 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.

1.4.1 Save where the contrary intention appears expressly or by necessary implication in this Licence, the following words and expressions shall have the meanings as follows:

“auditor” a professional accountant registered and holding a practising certificate under the Professional Accountants Ordinance (Cap. 50), who is neither an employee of the Licensee or its associates nor a person who is required to devote the whole or substantially the whole of his practice to the affairs of the Licensee or its associates.

“Code of Practice” a code of practice which bears the same meaning given in section 2(1) of the Broadcasting Ordinance.

“commencement date”	the date on which the period of validity commences.
“day”	a period of 24 hours beginning at midnight.
“period of validity”	a continuous period of 12 years from 1 June 2017 to 31 May 2029, both dates inclusive, being the period specified by the Chief Executive in Council in a notice in the Gazette issued pursuant to section 4 of Schedule 4 and section 1 of Schedule 5 to the Broadcasting Ordinance or such period as may be renewed or extended pursuant to section 11 of the Broadcasting Ordinance.
“premises passed by the Service”	the specified premises to which the Service is, in the opinion of the Communications Authority, capable of being provided within 28 days after receipt by the Licensee of a request from the Communications Authority or a subscriber to that Service.
“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”	the domestic pay television programme service which the Licensee is authorised and required to provide in accordance with this Licence and any law or Ordinance.

“Six-Year Investment Plan” an investment plan as approved by the Communications Authority regarding the Licensee’s commitment of capital expenditure and non-capital expenditure in relation to programming, to be spent on the Service for the period from 1 June 2017 to 31 May 2023, which is contained in the letter dated 1 June 2015 from the Licensee to the Communications Authority, and as may be subsequently revised or modified pursuant to the directions or approvals of the Communications Authority.

“the Licensee’s Proposal” all statements and representations (including statements of intention) made to the Communications Authority and the Government by or on behalf of the Licensee in its application for renewal of this Licence, including but not limited to the Six-Year Investment Plan, the email dated 29 May 2015, and the letters dated 1 June 2015, 4 November 2015, 31 May 2016, 2 November 2016 and 19 December 2016.

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

1.4.3 The expressions “telecommunications”, “telecommunications installation”, “telecommunications line” and “telecommunications service” bear the same meaning as in the Telecommunications Ordinance (Cap. 106).

1.5 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.

1.6 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.

1.7 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.

1.8 In forming an opinion or making a determination, direction or decision under this Licence, the relevant Authority shall:

- (a) only do so on reasonable grounds and having regard to relevant considerations; and
- (b) provide reasons for it in writing.

Terms of Licence

2.1 This Licence authorises and requires the Licensee to provide a Service.

2.2 This Licence is renewed subject to:

- (a) the provisions from time to time in force of the Broadcasting Ordinance, the Telecommunications Ordinance, the Communications Authority Ordinance (Cap. 616), the Broadcasting (Miscellaneous Provisions) Ordinance (Cap. 391) and, including without limitation, any other Ordinance and any Ordinance enacted in place or substitution in whole or in part thereof and all subsidiary legislation, regulations, technical standards, directions and codes of practice made thereunder;
- (b) the terms and conditions set out in this Licence and as any of them may be amended from time to time; and

- (c) the performance and observance of the several terms and conditions contained in the licence from time to time in force before the period of validity (“the Previous Licence”) and on the Licensee’s part to be performed and observed, and of the provisions from time to time in force of the Broadcasting Ordinance, the Telecommunications Ordinance, the Communications Authority Ordinance, the Broadcasting (Miscellaneous Provisions) Ordinance and any Ordinance enacted in place or substitution in whole or in part thereof and all subsidiary legislation, regulations, technical standards, directions and codes of practice made thereunder during the term of the Previous Licence.

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 the period of validity.

Power to amend

- 4.1 The Chief Executive in Council may, if he considers it is in the public interest to do so, vary this Licence in accordance with the Broadcasting Ordinance.
- 4.2 Without prejudice to the aforesaid, the Chief Executive in Council may vary this Licence with the prior consent in writing of the Licensee at any time and from time to time during the period of validity.

Saving of rights granted

- 5. This Licence shall not in any way whatsoever abrogate or interfere with any rights, whether exclusive or otherwise, granted under any law or Ordinance to any person other than the Licensee.

Publication of Licence

- 6.1 Subject to Condition 6.3, the Licensee shall make available for inspection by members of the general public, free of charge, a

certified true copy of this Licence at:

- (a) its registered office and principal place of business; and
- (b) the principal office of the Office of the Communications Authority.

6.2 The Government or the Communications Authority may at its discretion make this Licence publicly available in any manner it thinks fit, in whole or in part.

6.3 For the purposes of Condition 6.1 and without prejudice to Condition 6.2, the Licensee's Proposal may be excluded at the Licensee's discretion.

**Notification of
place of business**

7. 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.

**Prohibition on
assignment of
Licence**

8. This Licence or any interest in this Licence shall not be transferred, in whole or in part.

**Directions etc. by the
relevant Authority**

9.1 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 relevant Authority, that determination, consent, notice, direction, authorisation, approval or notification is valid only if given in writing and signed by a person with the authority to do so and, subject to Condition 9.2, 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” and “recognised certificate” shall bear the same meaning as in the Electronic Transactions Ordinance.

9.2 The relevant Authority may generally or specifically in relation to a particular matter or thing referred to in Condition 9.1 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.

9.3 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, authorisation or approval 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.

9.4 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.

9.5 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.

Licensee to comply with statements

10.1 Subject to Condition 10.2, the Licensee shall comply at all material times with the statements (including statements of intention) and representations made by or on its behalf in the Licensee's Proposal including but not limited to statements and representations regarding the legal and beneficial interest in the voting control and shares in the Licensee. In the event that any part of the Licensee's Proposal is inconsistent with the conditions of this Licence, any law or Ordinance, the conditions of this Licence, the law and Ordinance shall prevail and the Licensee's Proposal shall be construed accordingly.

10.2 The Communications Authority may generally or specifically in relation to a particular statement or representation referred to in Condition 10.1 by notice to the Licensee waive the requirement for the Licensee to comply with the said statement or representation and the proviso referred to in Condition 9.2 shall apply thereto mutatis mutandis.

10.3 The Licensee represents and warrants that the Licensee has the right to make use of the information and technology described as available to it in the Licensee's Proposal.

Waiver

11.1 Subject to any law or Ordinance and Condition 11.2, the Communications Authority may by notice to the Licensee waive the requirement for the Licensee to observe or perform any of the conditions of this Licence for such period as the Communications Authority sees fit if and so long as the Licensee satisfies the Communications Authority that the failure to observe or perform those conditions is caused by an unforeseen event:

- (a) which renders it impossible for the Licensee to observe or perform the conditions;
- (b) which is not caused or contributed to by the Licensee, or any officer, employee or associate of the Licensee, or any other person acting for or on behalf of the Licensee; and
- (c) in respect of which the Licensee has taken all actions as may be required, with due diligence and speed, to observe or perform the conditions of this Licence.

11.2

The Communications Authority may, if it considers that the event referred to in Condition 11.1 has ceased to render it impossible for the Licensee to observe or perform the conditions of this Licence, direct by notice that the waiver given under Condition 11.1 shall cease to have any effect from the date specified in the notice notwithstanding that the period specified in the notice given under Condition 11.1 has not expired, and the Licensee shall (and without prejudice to the Licensee's obligations under this Licence), as soon as practicable and with due diligence and speed, take all actions as may be required to observe or perform the conditions of this Licence.

**Liability of Licensee
for contraventions**

12.

The Licensee shall ensure that the officers, employees and associates of the Licensee, and any other person acting for or on behalf of the Licensee, shall not act or permit any contravention of:

- (a) any provision of the Broadcasting Ordinance, the Telecommunications Ordinance, the Communications Authority Ordinance or the Broadcasting (Miscellaneous Provisions) Ordinance;
- (b) any provision of any Code of Practice; or
- (c) any condition of this Licence,

and shall not be relieved from any liability notwithstanding that the contravention is due to the act or omission of the officers, employees or associates of the Licensee or any other person acting

for or on behalf of the Licensee.

Indemnity

13. The Licensee shall indemnify and keep indemnified the Chief Executive, the Government, the Executive Council and the Communications Authority against any and all losses, claims, charges, expenses, actions and demands whatsoever which he or it may incur or be subject to, as the case may be, as a result of or in relation to:
- (a) any breach or alleged breach of or failure or alleged failure to observe or perform any condition of this Licence by or on behalf of the Licensee; or
 - (b) any act or omission by or on behalf of the Licensee in the actual or purported operation or performance of the Service or the conditions of this Licence.

Licence fee

- 14.1 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 the Broadcasting Ordinance and in accordance with section 13 of Schedule 4 to and section 1 of Schedule 5 to the Broadcasting Ordinance.
- 14.2 The Licensee shall pay such other fees and charges as may be prescribed from time to time by regulation made under section 42 of the Broadcasting Ordinance and in accordance with section 13 of Schedule 4 to and section 1 of Schedule 5 to the Broadcasting Ordinance.
- 14.3 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.

Management of Licensee, programme development and investment

- 15.1 The Licensee shall ensure that the management of the Licensee shall not be performed by persons other than the directors and principal officers of the Licensee and persons duly authorised by the Licensee.
- 15.2 Within 3 months from the last day of each accounting year of the Licensee, the Licensee shall submit to the Communications Authority a management report of the Licensee certifying the capital expenditure and non-capital expenditure in relation to programming, incurred by the Licensee in providing the Service for the preceding accounting year. The management report shall give a true and fair view of the capital expenditure and non-capital expenditure in relation to programming, so incurred by the Licensee, and shall be approved by the directors of the Licensee and signed on behalf of the board by the chairman of the meeting at which the management report was approved or by the secretary of the Licensee. The Licensee shall explain to the satisfaction of the Communications Authority if the actual annual expenditure deviates from the Six-Year Investment Plan.

The provision of a domestic pay television programme service

- 16.1 The Licensee shall submit to the Communications Authority on an annual basis within 45 days of each anniversary of the commencement date a certificate by the auditor of the Licensee on the exact number of premises passed by the Service attained and maintained by the Licensee as at each anniversary of the commencement date, and the addresses thereof, unless the same has already been submitted as required under another condition of this Licence for the relevant period.
- 16.2 The Licensee shall ensure that each television programme service channel shall have a television programme service channel identification which, in the opinion of the Communications Authority, is not confusingly similar to any existing channel identification of any television programme service licensed or deemed to be licensed under the Broadcasting Ordinance or of any sound broadcasting licensees licensed under the

Telecommunications Ordinance.

**Obligation to provide
free television
programme service
for regulatory
purposes**

17.1 The relevant Authority may give notice to the Licensee requesting the Licensee to provide within 21 days thereof the Service to the person making the request in order that that person may monitor and regulate the Service, and the Licensee shall comply with the request.

17.2 Where the Service is made available to the relevant Authority under Condition 17.1:

- (a) no charge or subscription shall be raised or levied;
- (b) no restriction on the lawful use or application in relation to the material provided on the Service shall be imposed on such relevant Authority; and
- (c) except in the case of the Communications Authority, the Licensee shall not be required to provide the Service to more than one address for the Government as may be notified by them to the Licensee.

17.3 The Licensee shall, in respect of any on-demand service, provide the Communications Authority, at such times and in such forms as the Communications Authority may after consultation with the Licensee determine, with an index with such appropriate details of the material that the Licensee is providing or is proposing to provide on the Service.

17.4 The Licensee shall notify the Communications Authority as soon as practicable of each and every change that the Licensee proposes to introduce to the line-up of channels.

**Customer services
etc.**

18.1 The Licensee shall, after consultation with the Communications Authority, prepare and keep updated at all times the several terms and conditions of a code of practice on customer service, a copy of

which, with any amendments thereto, shall be lodged from time to time without delay, with the Communications Authority and supplied free of charge to any member of the public on demand. This code of practice on customer service shall state the obligations that the Licensee will enter into with customers of the Licensee and others who pay or are liable to pay a subscription to view the Service, including but not limited to the following:

- (a) the response time of the Licensee in ordinary as well as emergency situations in supplying, reinstating and resuming the normal provision of the Service;
- (b) the telephone numbers of persons in the employ of the Licensee who will be able to give assistance in the circumstances at (a) above; and
- (c) a listed 24-hour telephone service to accept inquiries and requests for assistance in the circumstances at (a) above.

18.2 The Licensee shall make available upon request and free of charge to any person its current rates, and terms and conditions of agreement on which it provides the Service.

18.3 The rates, and terms and conditions of agreement of the Licensee referred to in Condition 18.2 and the commercial rates quoted or offered to or agreed with advertisers and programme suppliers shall not apply, or be applied, in favour of or discriminate against any person or groups of persons on the grounds of him being an associate of the Licensee or a disqualified person or on the grounds of race, sex, religion or nationality or by reason of the right, title or interest of any person, in or over, any residential or other premises.

**Confidentiality for
subscriber
information**

19.1 Without prejudice and in addition to the obligations on the Licensee under the Personal Data (Privacy) Ordinance (Cap. 486), the Licensee shall take such steps as are necessary to ensure that any relevant data or information obtained by the Licensee in the course of providing the Service shall not be disclosed to any other person without the prior approval in writing of the person to whom the relevant data or information relates, except for the prevention or detection of crime, the apprehension or prosecution of offenders, or as may be authorised by or under any law or Ordinance.

19.2 The relevant data or information referred to in Condition 19.1

means any electronic or other data and any information, in whatever form or media whatsoever, obtained by the Licensee, at any time, concerning or relating to, without limitation, the name, address, income and financial resources, or viewing patterns, preferences and dislikes of persons who pay or are liable to pay a subscription to view the Service or who may be interested in subscribing to or viewing the Service.

Comments and complaints

- 20.1 The Licensee shall receive and consider any comment or complaint from or on behalf of any person who believes himself to have been treated unjustly or unfairly in any material on the Service, or who comments on or complains about the whole or part, in substance or in form, of the content, production, service coverage, technical aspects or time of viewing of the Service, including without limitation, the quality of the sounds and images that it provides, the service afforded the complainant, or customer service.
- 20.2 The Licensee shall implement a procedure for dealing with comments and complaints from the public as may be required from time to time by the Communications Authority.
- 20.3 The Licensee shall keep a complete record, in a form and manner approved by the Communications Authority, of the comments and complaints received by it and submit the same to the Communications Authority on a regular basis and on demand. The record shall be retained by the Licensee for not less than 2 years.
- 20.4 The Licensee shall comply with directions as may be given by the Communications Authority to publish, in relation to the Service and within such period as may be specified by the Communications Authority in that direction, a summary of any comment or complaint referred to in Condition 20.1. The form and content of such summary shall be subject to approval by the Communications Authority.
- 20.5 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.

**Publicity
material and
announcements
in the
public interest**

21. The Licensee shall include in its Service such:

- (a) publicity material in order to promote knowledge and understanding of the activities and functions of the Communications Authority; and
- (b) television programmes and other material in the public interest including but not limited to weather programmes and weather forecasts provided by the Government,

as the Communications Authority may provide or direct and at such time, within such period, on such channel, within or outside such programme and in such language or dialect as the Communications Authority may direct.

For the avoidance of doubt, the Licensee shall not, in the performance of this Condition, be:

- (i) responsible for the contents of the material included in the Service; and
- (ii) entitled to charge the Communications Authority or the Government.

**Intellectual property
rights**

22. 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.

**Books and accounts
to be in English or
Chinese**

23. All of the books and accounts of the Licensee shall be written in either the English or Chinese language.

Licensee to formulate general guidelines for employees and agents

- 24.1 The Licensee shall formulate written guidelines for all its officers, employees and agents concerned with the content of the Service stating the Licensee's principles regarding its responsibilities to the public, with particular reference to its obligations under the Codes of Practice relating to programme and advertising standards.
- 24.2 The Licensee shall ensure that all its officers, employees and agents are aware, and shall refresh their memory at reasonably regular intervals, of the guidelines referred to in Condition 24.1 and the Codes of Practice.
- 24.3 For the avoidance of doubt, nothing in Condition 24 shall relieve the Licensee from any obligation or liability to comply with the Codes of Practice.

Discipline and training

25. The Licensee shall ensure good discipline and training among its staff, officers, consultants and contractors, including script-writers, as regards adherence to the Codes of Practice relating to programme, advertising and technical standards.

Interference with other services

- 26.1 The Licensee shall not use or operate any apparatus or equipment or permit or cause the same to be used or operated in any manner which causes interference to any authorised broadcasting or telecommunications services or apparatus operating in or outside Hong Kong.
- 26.2 In case of any such interference, the Licensee shall comply with all instructions given to it by the relevant Authority in respect of the use and operation of the apparatus and equipment.

Information to be provided

- 27.1 The Licensee shall provide the relevant Authority within the period specified such information as the relevant Authority may properly require.

27.2 Without prejudice to the power that the relevant Authority may have under Condition 27.1, the Licensee shall submit to the Communications Authority a certificate by the auditor of the Licensee on the number of subscribers to the Service as at each anniversary date of the commencement date of this Licence within 30 days of each such anniversary.

Provision of testing facilities

28.1 Without prejudice to section 38 of the Broadcasting Ordinance, the Communications Authority may, for the purpose of exercising its functions under this Licence, require the Licensee to demonstrate to it that in establishing, providing or operating any means of telecommunications, telecommunications installation, telecommunications line or telecommunications service, if any, or any equipment, in relation to the Service, the Licensee is not in breach of any law, Ordinance, codes of practice, directions or conditions of this Licence.

28.2 For the purpose of Condition 28.1, the Licensee shall provide adequate testing instruments and operating staff.

Standby equipment and spare parts

29. The Licensee shall provide and maintain adequate standby equipment (including but not limited to spare parts) and staff to ensure that any interruption to the Service under this Licence is avoided or minimised, and that necessary repairs or replacements are made or provided promptly.

Use of frequency channels in in-building coaxial cable distribution systems

30. Unless otherwise directed or approved by the Communications Authority, the number of frequency channels that the Licensee may use in any in-building coaxial cable distribution system for the Service shall not exceed 20. The Licensee shall seek approval from the Communications Authority for the allocation of frequency channels in any in-building coaxial cable distribution system and shall comply with technical standards and directions issued by the Communications Authority.

Transmission of Service

31. The Licensee shall employ the means of transmission and the transmission arrangements for the Service as stated in the Licensee’s Proposal. The Licensee shall apply to the Communications Authority for approval for any substantial change in the means of transmission or transmission arrangements.

Other requirements

32. 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.

Granted on 25 May 1993

Amended on 28 September 1993, 27 May 1997 and 10 February 1998

Renewed on 24 March 2000 and 25 May 2004

Amended on 14 September 2004

Renewed on 13 December 2016

Clerk to the Executive Council

COUNCIL CHAMBER

Accepted by :

Signature :

Capacity :

Date :