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CONTENTS

PAGE

MACRA— Notice of Times Television Limited.

283-287

GENERAL NOTICE No. 88

Licence No. CLF/NCTV/TTV/2/2023



MACRA

THE COMMUNICATIONS REGULATORY AUTHORITY

RENEWAL NATIONAL COMMERCIAL TELEVISION CONTENT LICENCE

Issued to

TIMES TELEVISION LIMITED

Issued pursuant to sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Times Television Limited ("the Licensee") in respect to the provision of a National Commercial Television Content Broadcasting Service with effect from the 17th day of December 2019 and valid for a period of seven (7) years.

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto.

Failure to comply with any term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 18th day of August, 2023.

DR. STANLEY KHAILA

Chairperson

DAUD SULEMAN

Director General

TERMS AND CONDITIONS**1. Ownership and Control**

- 1.1. The Licence shall be owned and controlled by Times Television Limited an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The commencement date of the Licence shall be from the 17th December 2019 (the Effective Date).
- 2.2. The Licence shall be valid for a period of seven (7) years from the Effective Date.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An annual Licence fee of Five Thousand US dollars (USD 5000) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

(c) All fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

(d) If, in any year, any licence fees or levies remain outstanding for a period of more than six (6) months from the date such fees became due, the Licence may be revoked.

4. **Scope of Licence**

The Licensee is authorized to provide a Commercial Television Content broadcasting service throughout the Republic.

5. **Transmission and distribution of content for broadcasting**

5.1. The Licensee shall enter into a services agreement with a signal distributor duly licensed by the Authority for purposes of transmission, distribution and broadcasting of its television content.

6. **Name of Station**

6.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a National Commercial Television Content broadcasting service under this Licence is—"Times Television"

6.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

6.3. The Licensee may, in the place of the name of the station as specified in sub-clause 6.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 6.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

7. **Roll Out Obligations**

7.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

7.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

7.3. The Authority may extend the roll out period referred in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

8. **Programming**

8.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

8.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

8.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

9. **General Terms and Conditions for a Broadcasting Content Service Licence**

The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

10. **Notices**

10.1. All communication between the parties made pursuant to this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile number: (265) 1 883 890

E-mail address: dg@macra.mw

In case of the Licensee; to

The Station Manager

Physical address: Ginnery Corner, Scott Road, Blantyre

Postal address: Private Bag 39 Blantyre

E-mail address: info@bnltimes.com

- 10.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 18th day of August, 2023.

DR. STANLEY KHAILA

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 7.1

LICENCE FORMAT

Licensee: **Times Television Limited**

Station Name: **Times Television**

DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below:

1. Educational programmes
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes
6. Health issues
7. Environmental programmes

8. Documentaries

9. Drama

10. Socio-Economic Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:

(a) HIV-Aids

(b) Position of women, children and the disabled

(c) Career guidance

(d) General health and hygiene, and any other educational areas as may be required by the targeted audience.