

PART - II

1. Definitions (For the purpose of Landing Rights)

- (a) “Advertisement” means a set of visual and audio messages for the projection of a product, service, or idea with the object of propagating sale, purchase or hire of the product, service or hire of the product, service or idea or for creating other related effects.
- (b) “Authority” means the Pakistan Electronic Media Regulatory Authority (PEMRA) established under section 3 of the Ordinance.
- (c) “Authorized Officer” means any officer notified by the Authority, to be an authorized officer for such purposes as determined by the Authority on a case to case basis.
- (d) “Authorized Channel” means the Satellite TV Channel in respect of which Landing Rights have been granted by the Authority to Channel Representative/ Agent/ Landing Right Holder.
- (e) “Authorized Agent” means the person who has obtained the rights of marketing and distribution of a Satellite TV Channel in Pakistan from the Principal and applied for Landing Rights of the same from the Authority.
- (f) “Base Price” means minimum payable amount / fee towards Authority for the grant of Landing Rights permission, as determined by the Authority from time to time.
- (g) “Cable Television Operator” means any CTV licence holder who after receiving the broadcast signal from other transmission medium, distributes them through a cable television system or otherwise controls or is responsible for the management and operation of cable television system.
- (h) “Cable Television System” means a system for distribution of radio and television programmes and signals through a set of closed transmission paths for reception by multiple subscribers and comprising of coaxial and/or fibre-optic cable, trunk amplifiers, line extender amplifiers, return amplifiers, line isolators, passive devices, connectors, subscriber drops etc.
- (i) “Cable Television Service” means the reception of audio-visual signals from other transmission mediums and its distribution through a set of transmission paths to multiple subscribers.
- (j) “Chairman” means the Chairman of the Authority.

- (k) “Channel” means the set of frequencies that a broadcast station occupies for broadcasting.
- (l) “Code of Conduct” means the Code of Conduct for programmes and advertisements prescribed by PEMRA.
- (m) “Company” means a Company as defined in and incorporated under the Companies Ordinance 1984 (XLVII of 1984).
- (n) “Conditional Access System” means technology used to control access to television services to authorized users by encrypting the transmitted programming.
- (o) “Copyright” means copyright as defined in the Copyright Ordinance 1962 (XXXIV of 1962).
- (p) “Council of Complaints” means council of complaints established under Section 26 of the Ordinance.
- (q) “Devices” means set top boxes, descramblers, decoders, which enable selective reception of services including channel cards.
- (r) “Distribution” means receiving services and relaying them over the Cable, MMDS, MVDS, LMDS, and Data Services System.
- (s) “DTH” means Direct-to-Home distribution system to transmit audio-visual signals from geostation satellites to small dish antennas across the foot print of a satellite for the provision of television services.
- (t) “Encrypted / Pay Channels” means satellite TV Channel whose signals are encrypted and cannot be received without paying a subscription and having a viewing card.
- (u) “Eligible Channel” means channel approved by the Authority from time to time for distribution in Pakistan but subject to being licensed / registered after obtaining “Landing Rights”.
- (v) “Free to Air” means channels transmitted without encryption and can be received by any suitable equipment and service providers do not need to pay a subscription to distribute them to end users / subscribers.
- (w) “Foreign company” means a company or body corporate organized, and registered under the laws of a foreign government.
- (x) “Frequency” means the frequency of the electromagnetic wave measured in Cycles per second or in Hertz for transmission of television signal.

- (y) “Gross revenue” means total revenue from advertisements, events, subscribers etc. calculated before charging expenses and realizing liabilities etc.
- (z) “Landing Rights” means permission to distribute / market satellite channel to licenced service providers after appropriate approval/ permission by the Authority.
- (aa) “Landing Right Holder” means the company which is successful in obtaining permission from the Authority for distribution / marketing of a particular TV channel to licenced service providers in Pakistan.
- (bb) “LMDS” means local multi-point distribution system to transmit audio-visual signals through terrestrial wireless equipment, on a high frequency range, for the provision of television service.
- (cc) “MMDS” means multi-channels multi-point distribution system to transmit audio-visual signals through terrestrial wireless equipment for the provision of television service.
- (dd) “MVDS” means multi-channels video distribution system to transmit audio-visual signals through terrestrial wireless equipment for the provision of television service.
- (ee) “Ordinance” means the Pakistan Electronic Media Regulatory Authority Ordinance 2002 (No. XIII of 2002).
- (ff) “Person” includes an individual, partnership, association, company, trust or corporation.
- (gg) “Principal” means the person which owns the Satellite TV channel or its rights in respect of which landing rights for Pakistan have been applied for by the authorized agent.
- (hh) “Programme” means any systematic audio, visual or audio-visual live performance or presentation, or transmission of films, features, dramas and serials broadcast or relayed by a broadcast station.
- (ii) “Prescribed” means prescribed by the rules and regulations made under the Ordinance.
- (jj) “Regulations” mean the regulations made under the Ordinance and the rules.
- (kk) “Rules” means the rules made under the Ordinance.
- (ll) “Schedule” means the schedule annexed to the PEMRA Rules, 2002.

- (mm) “Service Provider” means any person, firm or company licensed by the Authority to distribute Radio, TV broadcast channels through Cable Television / MMDS / MVDS / LMDS / DTH Systems; and
- (nn) “Up linking” means the transmission of a signal from a ground station on Earth to a satellite.

(2) Words and phrases used but not defined in this document, unless the context otherwise requires, shall have the meanings assigned to them in the Ordinance and the rules made thereunder.

2 Scope of the Permission

- 2.1 The Landing Rights Holder is authorized to market and distribute “ ” the authorized channel. This permission confers landing rights for the distribution of “ ” channel only and does not constitute or grant any right for the purpose of broadcast or coverage of events whether live or recorded or up-linking of signal of any event from Pakistan.
- 2.2 This permission shall be valid for five (05) years, from the effective date of its issue, subject to the payment of annual renewal fee.
- 2.3 For up-linking purposes interested parties shall have to acquire special permission under section 39 of PEMRA Ordinance 2002 and Rule 29 of PEMRA Rules 2002, respectively. The licensee shall seek the approval of the Authority for temporary live uplinking for specific event, period and location prior to the coverage.
- 2.4 The Landing Rights Holder “M/s .” is responsible for Landing Rights of “ ” channel and all the liabilities and obligations directly or indirectly, arising from such landing rights.

3. General Terms and Conditions

- 3.1 This permission shall be valid for the entire country (subject to any territorial limitation imposed by the Principal in its agreement with the Landing Rights Holder).
- 3.2 This license shall be valid for a period of five years from the effective date of issue and is extendable for a similar term subject to such conditions and payment of specified fee as the Authority may determine from time to time and payment of annual renewal fee.
- 3.3 The Landing Rights Holder shall distribute the authorized channel during the currency of this permission.

- 3.4 The Landing Rights Holder shall submit the audited accounts to the Authority within 90 days of closing of each financial year of the Landing Rights Holder.
- 3.5 The Landing Rights Holder can enter into agreement(s) with service providers for providing the authorized channel to multiple subscribers, which have been approved by the Authority, according to the terms and conditions approved by the Authority.
- 3.6 The Landing Rights Holder shall not indulge in any unfair business practices or acts that are likely to harm the legitimate interests of other Landing Rights Holders or licensees of the Authority. The Landing Rights Holder shall ensure that he does not act in a manner discriminatory or prejudicial to the interests of any other Landing Rights Holder or other licensees of the Authority.
- 3.7 Neither this license nor rights granted herein shall be transferred, assigned, nor in any manner voluntarily or involuntarily disposed off, directly or indirectly, by transfer of control of the license to any person or by sale of shares that results in changing of substantial ownership or control of the licensed company.
- 3.8 The Landing Rights Holder shall receive and distribute only the authorized channel.
- 3.9 This permission does not confer any right for any other service other than those prescribed here in.
- 3.10 The Landing Rights Holder shall duly inform the Authority of any change in his business address.
- 3.11 The Landing Rights Holder shall respond promptly to the complaints of the service provider (s).
- 3.12 Disputes and differences between the Landing Rights Holder and the Service Providers shall be referred to the Authority whose decision shall be final and binding on all the parties.
- 3.13 Advertisements shall be regulated according to Pakistan Electronic Media Regulatory Authority Ordinance and Rules and Regulations made there under.
- 3.14 No programme other than in “Language” will be permitted for distribution / market through the channel to be distributed.
- 3.15 In case the Principal decides to cancel the agreement with the Landing Right Holders and decides to appoint another company to represent them, the new Authorized Agent of the Principal will have to apply for the landing rights afresh.
- 3.16 The licence does not authorize the Landing Rights Holder to operate its own CTV or DTH operation in Pakistan directly or indirectly.

3.17 The licensee shall provide the schedule and topics of programs 10days before the transmission as and when required by the Authority.

3.18 The licensee shall introduce time delay techniques for live programs.

4. Fee and Tariff

4.1 The Landing Rights Holder shall pay the Landing Right Fee, Annual Renewals and 5% of Gross Revenue as determined by the Authority. In case of the authorized channel being encrypted, it shall charge only such tariff from the service providers as determined by the Authority.

5. Renewal Procedure

5.1 The permission shall be renewed by the Authority on following terms and conditions:-

- (a) The Landing Rights Holder shall pay during the currency of this permission, the fixed and variable parts of the annual renewal fee as determined by the Authority.
- (b) The renewal fee will be subject to review by the Authority.

5.2 Late payment of annual renewal fees shall incur a surcharge of 15% of the landing rights fee per month up to a maximum of 35%; thereafter the landing rights shall stand revoked automatically.

6. Conditions For Extension Of Landing Rights

6.1 The validity of the landing rights may be extended on one or more occasions for a similar term as the original term, beginning with the date of renewal or extension.

6.2 The Authority may decide not to extend the landing rights beyond the expiry date of the ongoing term.

6.3 Before extending the term, the Authority shall determine the amount of the extension fee as well as the percentage of gross revenue to be paid by the Landing Rights Holder during the period for which the permission is to be extended, provided that the Landing Rights Holder shall clear arrears due to the Authority.

6.4 If the landing rights are extended pursuant to this condition they shall continue in full force and effect for the term specified in the document extending the term of landing rights.

7. Quality and Standards Condition

7.1 The Landing Rights Holder shall ensure that the service quality of transmission being distributed by it are compatible with prevalent TV systems and are as per standards prescribed by the Authority from time to time.

8. Monitoring and Inspection

- 8.1 The landing rights holder shall make necessary arrangements and provide necessary equipment at the premises designated by the Authority for monitoring of its channel.
- 8.2 The Landing Rights Holder shall furnish to the Authority in such manner and at such times as the Authority may reasonably require such documents, accounts, returns, estimates, reports or other information for the purpose of exercising the functions assigned to it by or under the Ordinance in relation to the services (but without prejudice to the generality of the foregoing).
- 8.3 The Landing Rights Holder shall obtain prior approval of the Authority for:
- (a) Any change in the persons having control over the Landing Rights Holder, or in the Directors of the Landing Rights Holder or the Directors of any body corporate which controls the Landing Rights Holder, within 15 days of the occurrence of such change;
- 8.4 The Landing Rights Holder shall ensure that any person / officer authorized in writing by the Authority is permitted to enter any premises of the Landing Rights Holder or of any connected person in order to inspect and examine all statutory books and financial and other business records of the Landing Rights Holder and to take such copies thereof as may in the opinion of the Authority be necessary or desirable to enable it to discharge its functions under the Ordinance.
- 8.5 A Landing Rights Holder who contravenes provisions of the Ordinance, Rules /Regulations and terms and conditions incorporated herein, or against whom frequent complaints are received by the Authority from the service providers regarding his service quality, signal reception, or content may be summoned before the Authority or Council of Complaints to explain reasons for the contravention or the complaints.
- 8.6 Where the Landing Rights Holder contravenes any provision of the Ordinance, Rules, Regulations, or any of the conditions incorporated herein, the Authority may, by written notice, require the Landing Rights Holder to show cause within fifteen (15) days, without prejudice to any other action under section 30 of the Ordinance, as to why his license should not be cancelled / revoked.

9. Standards for Programmes and Advertisements

- 9.1 The Landing Rights Holder shall not distribute/ market programmes / content violative of the Code of Conduct prescribed by the Authority for this purpose.

10. Copyright

- 10.1 The Landing Rights Holder shall be responsible for ensuring that copyright obligations with respect to the programmes / advertisements being distributed / marketed are fulfilled.
- 10.2 The programmes and advertisements shall conform to the provisions of the laws relating to the motion pictures, copyrights, intellectual property rights, censorship and any other law in force in Pakistan.
- 10.3 The Authority or its employees shall not be responsible in anyway, directly or indirectly, regarding copyright violations or for any other liabilities arising from distribution / marketing of its channel by the landing rights holder.
- 10.4 The Landing Rights Holder shall be wholly and solely responsible for any compensation to copyright owner of the programme content.
- 10.5 The Landing Rights Holder shall be wholly and solely liable for any lawsuit (s) based on content or distribution / marketing methods or for causing any damage, loss or injuries to the person or feelings of any person resulting from his distribution of the authorized channel.
- 10.6 The Authority shall not be liable on account of award of this permission or in any other way whatsoever.

11. Miscellaneous Provisions

- 11.1 The Authority and the Landing Rights Holder hereby undertake to carry out the terms and conditions incorporated herein in accordance with the principles of mutual goodwill and good faith.
- 11.2 The terms, undertakings and conditions incorporated herein shall accrue to the benefit of both the parties and be binding upon the parties hereto and their respective successors and permitted assignees.
- 11.3 Save where the context otherwise requires, the singular includes the plural, the masculine includes the feminine and vice versa.
- 11.4 If any terms, rules, regulations or restrictions herein contained are ruled invalid or unenforceable by any court or agency of competent jurisdiction, then the remaining terms, rules, regulations or restrictions shall remain in full force and effect.

12. Programme Standards and Requirements

- 12.1 The Landing Rights Holder shall ensure that the Authorized Channel complies with the requirements of the Ordinance, Rules and Regulations, and in particular, that:-
- (a) nothing is included in the Authorized Channel which is pornographic or obscene or is likely to encourage or incite crime or to lead to public disorder or to be offensive to public feeling;
 - (b) due impartiality is exhibited by the Landing Rights Holder in matters of social or industrial controversy or relating to public policy. For the purposes of this clause (b) a series of programmes may be considered as a whole and the Landing Rights Holder shall ensure that the provisions of the code of conduct as drawn up and from time to time revised by the Authority in accordance with section 20 of the Ordinance, are observed in the provision of the Authorized Channel;
 - (c) due responsibility is exercised with respect to the content of any of the programmes included in the Authorized Channel which are of a religious nature and that any such programme does not involve hatred, controversies and sectarianism and does not contain;
 - (i) Exploitation of any susceptibility of the viewers of such programmes,
 - (ii) Offensive treatment of religious views and beliefs of those belonging to a particular sect, religion or religious denomination; or
 - (iii) Any sectarian viewpoint or such topic which may generate religious or sectarian controversies.
 - (d) programmes in the Authorized Channel which are of a political nature or relate to industrial controversy or current public policy, are presented in an impartial and objective manner.
- 12.2 The Landing Rights Holder shall ensure that the provisions of the Code of Conduct for Programmes and Advertisements, the copyright obligations and the censorship laws as enforced in Pakistan are fully complied with in the provision of the Authorized Channel.
- 12.3 The Landing Rights Holder shall comply with all the directions given by the Authority in writing from time to time.

13. Programming Mix

- 13.1 The Landing Rights Holder shall include a diversified mix of programmes, with not less than (%) share of indigenous Pakistani origin programmes, in his broadcasts, in terms of daily broadcasting hours.

14. Advertising and Sponsorship Standards and Requirements

- 14.1 The Landing Rights Holder shall conform with the Code of Conduct for advertisements provided in the Schedule of the Rules, and furthermore shall ensure that it complies with the Rules & Regulations made, from time to time, by the Government or the Authority in accordance with Section 39 of the Ordinance.

- 14.2 In the acceptance of any advertisement or advertisements for inclusion in the Authorized Channel there shall be no unreasonable discrimination either against or in favour of any particular advertiser or product;
- 14.3 The Landing Rights Holder shall comply with all directions, whether general or specific and/or qualified or unqualified, given to it by the Authority with regard to advertisements or methods of advertising or sponsorship, including, but without limitation, directions with respect to:-
- (a) the classes and descriptions of advertisements and methods of advertising or sponsorship to be excluded; and
 - (b) the exclusion of a particular advertisement or its exclusion in particular circumstances.

15. Facilitation of Monitoring and Provision of Information

- 15.1 The Landing Rights Holder shall:-
- (a) retain, or arrange for the retention of off-the-air recording of every programme and advertisement for a period of 30 days from the date of its transmission;
 - (b) if so required by the Authority forthwith produce or arrange for the production to the Authority of any such recording for examination or reproduction; and
 - (c) if so required by the Authority forthwith produce to the Authority any script or transcript of a programme included in the Authorized Channel.
- 15.2 Where the Landing Rights Holder is charging tariff, it shall within 30 days of request thereof provide the Authority with such information as it may require for the purposes of determining or revising such tariff.
- 15.3 The Landing Rights Holder shall supply to the Authority:-
- (a) a copy of its Annual Return as it is filed with the Securities & Exchange Commission of Pakistan under the Companies Ordinance and a copy of its Annual Report and Accounts as and when they are circulated to the shareholders of the relevant body corporate; or
 - (b) where the Landing Rights Holder is not incorporated any returns, reports, accounts or other information which is, in the opinion of the Authority analogous or equivalent to the above, at such times and in such forms as the Authority may from time to time specify from time to time;
 - (c) statements of his Annual Gross Revenue in respect of each entire accounting period in such form as the Authority may require;
 - (d) details, in whatever form and within such period as the Authority may reasonably require, of any particular advertisement or any class of advertisements specified by the Authority or any sponsored programme which the Authority may from time to time require; and
 - (e) Information as per Annex I and II on an annual basis.

- 15.4 The Landing Rights Holder shall inform the Authority when a judgment is awarded against him in any court proceedings brought against him in respect of the inclusion, in the Authorized Channel, of any defamatory, seditious, blasphemous, pornographic or obscene matter, or any matter which constitutes an injurious falsehood, or slander of title, or any tort, or an infringement of any copyright, moral right in a performance, design right, registered design, service mark, trademark, letters patent, or other similar monopoly right, or a contravention of the provisions of the Official Secrets Act, violation of any security laws, or of any statutory enactment or regulation for the time being in force, or a criminal offence, or contempt of court.
- 15.5 The Landing Rights Holder shall, at such intervals and at such times as the Authority shall require, attend meetings with the Authority and (if the Authority shall so require) with the holders of other licences, for the purpose of enabling the Authority to conduct periodic reviews of the performance by the Landing Rights Holder of his obligations under the licence and of the performance by the holders of other licences of their obligations under their respective licences.

16. Competition in the provision of Authorized Channels

- 16.1 The Landing Rights Holder shall:
- (a) not engage in any practice or enter into any arrangement which is prejudicial to fair and effective competition in the provision of Authorized Channel and services connected with them.
 - (b) comply with all directions of the Authority issued from time to time to the Landing Rights Holder for the purposes of ensuring fair and effective competition in the provision of Authorized Channels and services connected with them.

17. Assignment of Rights

- 17.1 The Landing Rights Holder shall not assign, transfer, subcontract, dispose of, or in any manner alienate this licence or any part thereof, or any benefit or interest therein or thereunder without the prior written consent of the Authority.

18. Government Directions and Representations

- 18.1 The Landing Rights Holder shall, if so directed by the Authority from time to time:
- (a) broadcast in the Authorized Channel, at such times as may be specified to the Authority by the Government such announcement as may be specified by a notice.
 - (b) refrain from including in the programmes of the Authorized Channel any matter or classes of matter specified to the Authority by the Government pursuant to the Ordinance or the Rules.
- 18.2 The Landing Rights Holder may, when broadcasting an announcement in the Authorized Channel in accordance with condition 18.1(a), indicate that the announcement is made in pursuance of a direction by the Authority.

- 18.3 The Landing Rights Holder shall comply with all directions given to him by the Authority pursuant to a direction of the Government, for the purpose of enabling Government to give effect to any international obligations.

19. Provision of Airtime to the Authority

- 19.1 The Landing Rights Holder shall make available to the Authority, at no cost, such airtime at such time as the Authority shall reasonably require for the purpose of publicizing its regulatory functions and activities under the Ordinance and the Rules or for events of national importance but not exceeding ten percent of its total daily programming hours.

20. Complaints Received from the Public

- 20.1 The Landing Rights Holder shall adopt such procedures as acceptable to the Authority, to redress the public complaints;
- 20.2 The complaints procedures shall, inter-alia, include a requirement that members of the public who complain to the Landing Rights Holder about programmes included in the Authorized Channel are informed that they have the right to refer the matter to the Authority.
- 20.3 The Landing Rights Holder shall for a period of two years keep a record of any complaints received from the public in respect of programmes included in the Authorized Channel and of any response given in relation to any such complaint by the Landing Rights Holder and shall make such records available to the Authority in writing at such times as the Authority may require.

21. Councils of Complaints (CoC)

- 21.1 The Landing Rights Holder shall comply with such directions as may be given to him by the Authority to broadcast, in such manner, and within such period as may be specified by the CoC in any recommendation given pursuant to Section 26 of the Ordinance.
- 21.2 The Landing Rights Holder shall respond to call or notice from the CoC in writing and if called to appear before the CoC with records etc. and furnish them all information required for disposal of the complaint(s).

22. Power of the Authority to Vary Landing Rights Conditions

- 22.1 The Authority may by a notice served on the Landing Rights Holder:
- (a) vary the term / period of landing rights permission provided that the Landing Rights Holder consents to such variation (without prejudice to the powers and duties of the Authority under the Ordinance and the rules);

- (b) vary any condition provided that the Landing Rights Holder consents to such variation;
- (c) vary the landing rights permission in any respect not mentioned in paragraphs (a) and (b) above provided that the Landing Rights Holder has been given a reasonable opportunity to make representations to the Authority concerning the proposed variation.

23. Exception and limitation on Landing Rights Holder's Obligations

- 23.1 The Landing Rights Holder shall not be in any way responsible for any failure to provide the Authorized Channel directly or indirectly caused by or arising from any circumstances beyond the control of the Landing Rights Holder including (without limitation) accident or breakdown of any equipment or apparatus (caused otherwise than by the wrongful act, neglect or default of the Landing Rights Holder, its servants or agents), force majeure, war damage by the enemies of the State, riot, rebellion, civil commotion, interference by strike, lockout, sit-in, picket or other industrial dispute or action.

24. Events Initiating Investigations by the Authority for Failure to Perform

- 24.1 The Authority is empowered by law to commence an investigation concerning the Landing Rights Holder's performance when one of the following events occurs:
- a) Failure to comply with the service provision and regulatory, technical or programming standards requirements;
 - b) Failure to comply with any of the performance obligations set forth herein;
 - c) Partial or total interruption of the service for a continuous period of 72 hours;
 - d) Failure of the Landing Rights Holder to comply with the quality requirements of this permission;
 - e) Provision of any such other services, by the Landing Rights Holder, which are not authorized by this permission;
 - f) Failure of the Landing Rights Holder to provide information to the Authority as required by the laws of Pakistan and the terms incorporated herein;
 - g) Obstruction, or non-cooperation by the Landing Rights Holder, to the inspections by the Authority, or a person so authorized by the Authority;
 - h) Failure of the Landing Rights Holder to maintain proper accounting systems and separate clear records of account for its business;
 - i) Violation of the laws of Pakistan, by the Landing Rights Holder, as they exist or come into force from time to time;
 - j) Violation of any of the terms incorporated herein, when brought to the notice of the Authority;
 - k) Failure of the Landing Rights Holder to pay the agreed fees, annual renewal and other allied charges;
 - l) Violation of the copyright obligations by the Landing Rights Holder;
 - m) Violation of the Code of Conduct for Programs and Advertisements.

25. Sanctions for Breach of Licence

- 25.1 If the Authority is satisfied that the Landing Rights Holder has failed to comply with any of the conditions incorporated herein and it has given the Landing Rights Holder a reasonable opportunity to make representations to it about the matters complained of, the Authority may direct the Landing Rights Holder to include in the Authorized Channel a correction or apology (or both) in such form, and at such time or times as the Authority may determine.
- 25.2 The Landing Rights Holder may, when including a correction or apology (or both) in the Authorized Channel in pursuance of a direction from the Authority, announce that he is doing so in pursuance of such a direction.
- 25.3 Without prejudice to section 30 of the Ordinance or rules 20 and 21 of PEMRA Rules after hearing the Landing Rights Holder in response to show cause notice, if the Authority is satisfied that the Landing Rights Holder has failed to comply with any condition of the permission or with any direction given by the Authority under the permission, if the Landing Rights Holder gives his consent that instead of revocation, suspension or cancellation of the permission, a fine may be imposed and if the Authority considers it appropriate it may impose a financial penalty.
- 25.4 The amount of any financial penalty imposed pursuant to condition 25.3 shall:
- (a) not exceed three percent of the Landing Rights Holder's Gross Revenue for his last financial year if such a penalty has not previously been imposed on the Landing Rights Holder during any period for which the licence has been in force; and
 - (b) in any other case, not exceed five per cent of the Landing Rights Holder's Gross Revenue for his last financial year.
 - (c) Where any such penalty is imposed when the Landing Rights Holder's first complete financial year falling within the relevant period has not yet ended, such financial penalty shall not exceed three, or (as the case may be), five per cent of the amount which the Authority estimates to be the Landing Rights Holder's Gross Revenue for that financial year based on income of completed months of service in that year.
- 25.5 If the Authority is satisfied that the Landing Rights Holder has failed to comply with any condition of the Ordinance, Rules and or the permission or with any direction given to him hereunder and it has given him a reasonable opportunity of making representations to it about the matters complained of, it may revoke the permission.
- 25.6 The Authority may also revoke this permission by notice served on the Landing Rights Holder and taking effect either from the time of service or on a date specified in the notice, in any of the following circumstances:-
- (a) if the Landing Rights Holder ceases to provide the Authorized Channel before the end of the period of this permission;

- (b) if the Landing Rights Holder agrees in writing with the Authority that the landing rights be revoked;
- (c) if the Landing Rights Holder becomes a disqualified person by virtue of section 25 of the Ordinance or otherwise fails to comply with any requirement imposed by this permission;
- (d) if any change in the person having control over the Landing Rights Holder;
- (e) if the Authority is satisfied that the Landing Rights Holder:
 - (i) in complying with any of the conditions of incorporated herein, the landing rights holder has provided information which is false in a material particular or has withheld any material information with the intention of causing the Authority to be misled; or
 - (ii) in connection with his application for the permission, has provided the Authority with information which was false in a material particular or withheld any material information with the intention of causing the Authority to be misled;
- (f) if a change affecting the nature or characteristics of the Landing Rights Holder or any change in the persons having control over or interests in the Landing Rights Holder, takes place (whether before or after the commencement date), and the Authority is satisfied that such change renders the Landing Rights Holder ineligible / disqualified in whatsoever manner;

26. National Security

- 26.1 For reasons of national security and for the circumstances described in Security of Pakistan Act, 1952, the Federal Government may initiate action as provided for in the said Act.
- 26.2 The Landing Rights Holder shall comply with the requirements of national security and with other directions given by the Authority or its authorized nominees, from time to time, for the purpose, and the same shall be binding on the Landing Rights Holder. For reasons of national security and for the circumstances described in the aforementioned Act, and in this regard the Federal Government and the Authority may issue directives from time to time, which would be binding on the Landing Rights Holder to implement.
- 26.3 Pakistan Electronic Media Regulatory Authority reserves the right to make changes in security related requirements.
- 26.4 In case of war, emergency or internal strife, the Authority is empowered to suspend or close the Authorized Channel.

27. Responsibility for Criminal and Civil wrongs

- 27.1 The Landing Rights Holder undertakes to assume full responsibility for any and all liabilities, which may arise from the service unless it is proven to be outside the control

of the Landing Rights Holder. The Landing Rights Holder shall indemnify the Government of Pakistan and the Authority from any such liabilities.

28. Discharge and Exemption

- 28.1 The Landing Rights Holder exempts and discharges the Authority and its consultants, advisors and personnel completely and unconditionally from any responsibility or liability, arising from and in consequence of the award of the landing rights.
- 28.2 No suit, prosecution or other legal proceedings, including any claim for damages or refunds, shall lie or be brought against the Authority or the Chairman, Members, Consultants, Officers or other employees of the Authority in respect of anything contained in or arising from the provisions of the landing rights permission or emanating from the circumstances beyond the reasonable control of the Authority.

29. Validity/ Enforceability

- 29.1 Should one or more of the provisions of this licence prove to be invalid or unenforceable, this will not affect the validity or enforceability of other provisions of the licence.

30. Compliance

- 30.1 The Landing Rights Holder shall comply in all respects with the requirements imposed on it, under the Regulations, the Rules or the Ordinance to the extent that such requirements apply to him.
- 30.2 The Landing Rights Holder shall comply with all directions issued from time to time by the Authority to the Landing Rights Holder.

31. Interpretation

- 31.1 If there is a conflict in the interpretation or otherwise in any of the term and conditions incorporated herein on the one hand and the Regulations, Rules and the Ordinance on the other, the latter shall prevail over the former.