INDEPENDENT TELEVISION COMMISSION

BROADCASTING ACT 1990

LICENCE GRANTED TO GRANADA TELEVISION LIMITED TO PROVIDE A REGIONAL CHANNEL 3 SERVICE UNDER PART I OF THE BROADCASTING ACT 1990

THE LICENCE

1. The Independent Television Commission (the "Commission") in exercise of the powers conferred upon it by Part I of the Broadcasting Act 1990 hereby grants to Granada Television Limited ("the Licensee") a licence ("the Licence") subject to the conditions set out in the Schedule and the Annex, to provide the regional Channel 3 service specified in the Annex ("the Licensed Service").

2. This Licence shall come into force on 1st January 1993 and subject to the said conditions shall be for a term of ten years.

SIGNED FOR THE
INDEPENDENT TELEVISION
COMMISSION BY

Dated 4 December 1991

K. W. Blyth

Secretary
## THE SCHEDULE

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PART I

1. Definitions and Interpretation

(1) In these Conditions and in the Conditions in the Annex unless the context otherwise requires:-

references to any "accounting period" of the Licensee shall be interpreted in accordance with Section 19(9) of the Act;

"the Act" means the Broadcasting Act 1990;

"the Appropriate Percentage" means, in relation to any year ("the relevant year"), the percentage which corresponds to the percentage increase between:-

(a) the retail prices index for the month of November in the year preceding the first complete calendar year falling within the Licence Period; and

(b) the retail prices index for the month of November in the year preceding the relevant year;

and for this purpose "the retail prices index" means the general index of prices (for all items) published by the Central Statistical Office of the Chancellor of the Exchequer);

"Associated Programme Provider" means any Body which is connected with the Licensee and appears to the Commission to be, or to be likely to be, involved to any extent in the provision of programmes for inclusion in the Licensed Service;

"BCC" means the Broadcasting Complaints Commission;

"Body" means a body of persons whether incorporated or not, and includes a partnership;

"BSC" means the Broadcasting Standards Council;

"Cash Bid" means the amount of money specified by the Licensee in his application for the Licence as the amount to be paid by him in respect of the first complete calendar year falling within the Licence Period pursuant to Section 15(3)(f) or, if applicable, Section 17(2) of the Act;

"Channel 4 Levy Amount" means the amount (if any) in any year during the Licence Period from and including 1993, by which the prescribed minimum income (as defined in Section 26(2)(a) of the Act, subject to any order from time to time made by the Secretary of State pursuant to Section 26(10) thereof) of the Corporation exceeds the aggregate of:-
(a) the amount of the Corporation's qualifying revenue (as defined in the Act) for that year; and

(b) any amount which, at the beginning of that year, is for the time being standing to the credit of the reserve fund established by the Corporation pursuant to Section 27(3) of the Act,

up to a maximum of two per cent. (or such other percentage as the Secretary of State may from time to time by order specify pursuant to Section 26(10) of the Act) of the total television revenues (as defined in Section 26(2)(b) of the Act) for the relevant year;

"Code of Advertising and Sponsorship" means the code governing standards and practice in advertising and in the sponsoring of programmes in the provision of licensed services as drawn up and from time to time revised by the Commission in accordance with Section 9 of the Act;

"Commencement Date" means the date referred to in Clause 2 of the Licence;

references to a "connected person" in relation to the Licence shall be interpreted in accordance with paragraph 3 of Part I of Schedule 2 to the Act;

"Corporation" means the Channel Four Television Corporation;

"Distribution" means, in relation to Channel 3 services, the conveyance of those services (by whatever means and whether directly or indirectly) to the broadcasting stations from which they are broadcast for general reception;

"Estimated Channel 4 Levy Amount" means the amount (if any), in any year during the Licence Period, by which the prescribed minimum income (as defined in Section 26(2)(a) of the Act, subject to any order from time to time made by the Secretary of State pursuant to Section 26(10) thereof) of the Corporation as estimated by the Commission pursuant to Section 26(1) of the Act exceeds the aggregate of:-

(a) the amount of the Corporation's qualifying revenue (as defined in the Act) for that year as estimated by the Commission pursuant to Section 26(1); and

(b) any amount which, at the beginning of that year, is for the time being standing to the credit of the reserve fund established by the Corporation pursuant to Section 27(3) of the Act,
up to a maximum of two per cent. (or such other percentage as the Secretary of State may from time to time by order specify pursuant to Section 26(10) of the Act) of the total television revenues (as defined in Section 26(2)(b) of the Act) for the relevant year as estimated by the Commission pursuant to Section 26(1) of the Act;

references to programming, programmes or matter of "European origin" shall be interpreted in accordance with the definition of "European Works", in Article 6 of the EC Directive on Television of 3rd October, 1989 (89/552/EEC);

"Gaelic Television Fund" means the fund established for the purposes of Section 183 of the Act;

"Independent Productions" means programmes of such description as the Secretary of State shall pursuant to Section 16(5) of the Act from time to time by order specify;

"Initial Broadcasting Period" means such period as the Secretary of State shall by order specify pursuant to Section 66(1) of the Act and includes any extension of such period pursuant to Section 66(3) thereof;

"Initial Distribution Period" means such period as the Secretary of State shall by order specify pursuant to Section 66(2) of the Act and includes any extension of such period pursuant to Section 66(3) thereof;

"Initial Licence Period" means the period of ten years from the Commencement Date or, if shorter, the period from the Commencement Date until such date as the Licence is revoked or renewed in accordance with these conditions;

any reference to a person or group of persons acting together having an "interest" of a particular percentage (or more than a particular percentage) in a body corporate is a reference to a person or group of persons who:

(a) holds or is beneficially entitled to that percentage (or more than that percentage) of the shares in that body; or

(b) possesses that percentage (or more than that percentage) of the voting power in that body;

"Licensed Area" means the coverage area achieved when the programmes included in the Licensed Service are transmitted from the stations specified in Part II of the Annex (as varied from time to time pursuant to the proviso to Condition 2(1)), subject to such stations being operated in accordance with the Technical Performance Code, and otherwise in accordance with the details set out in Part II of the Annex;
"Licence Period" means the Initial Licence Period or any Subsequent Licence Period, as the context shall require;

"licensed services" means services licensed by the Commission under Part I of the Act;

"Nominated Archive Body" means the body for the time being nominated by the Commission for the purposes of Section 185(2) of the Act;

"Nominated News Provider" means a body corporate for the time being nominated by the Commission to provide news programmes for broadcasting on regional Channel 3 services pursuant to Section 31 of the Act;

"Peak viewing times" means times between the hours of 6.00 p.m. and 10.30 p.m. each day;

"Prescribed Amount" means:—

(a) where:—

(i) the Licence is revoked under Section 18 of the Act; or

(ii) the first complete accounting period of the Licensee falling within the Licence Period has not yet ended, seven per cent. of the amount which the Commission estimate would have been the Licensee's Qualifying Revenue for that accounting period; or

(b) in any other case, seven per cent. of the Licensee's Qualifying Revenue for his last complete accounting period so falling;

"previewing" in relation to an advertisement intended for inclusion in the Licensed Service, refers to the viewing of such advertisement by the Commission in advance of it being broadcast for general reception;

"programme", save where otherwise specified, includes an advertisement and any item included in the Licensed Service;

"Programme Code" means the code giving guidance as to the rules to be observed with respect to programmes included in licensed services and as to other matters concerning standards and practice for such programmes as drawn up and from time to time revised by the Commission in accordance with Section 7 of the Act;

"Qualifying Programmes" means programmes of such description as the Secretary of State shall pursuant to Section 16(5) of the Act from time to time by order specify;
"Qualifying Revenue" means, in relation to any accounting period of the Licensee, the aggregate of:

(a) all payments received or to be received by him or by any connected person:

(i) in consideration of the inclusion in the Licensed Service in that period of advertisements or other programmes; or

(ii) in respect of charges made by him in that period for the reception of programmes included in the Licensed Service; and

(b) the amount of any direct or indirect financial benefit derived by the Licensee or any connected person from payments made by any person by way of sponsorship, for the purpose of defraying or contributing towards costs incurred or to be incurred in connection with any programme included in the Licensed Service,

ascertained in accordance with Section 19 of the Act and the statement of principles drawn up and revised from time to time by the Commission in consultation with the Secretary of State and the Treasury pursuant to Part I of Schedule 7 thereto;

"racial group" has the same meaning as in the Race Relations Act 1976;

"Relevant Date" means the date which the Commission determines to be that by which it would need to publish a notice under Section 15 of the Act if it were to grant, as from the date on which the Licence would expire if not renewed, a fresh licence to provide the Licensed Service at the end of the Licence Period;

"Relevant Percentage of Qualifying Revenue" means such percentage of the Qualifying Revenue in relation to each accounting period of the Licensee during the Licence Period as the Commission may specify pursuant to Section 19(1)(c) or Section 20(6)(b) of the Act (as the case may be);

"Relevant Period" means the period beginning with the date on which the Licence was awarded and ending on the first anniversary of the Commencement Date;

"Renewal Payment" means such amount as the Commission determines to be payable to it by the Licensee pursuant to Section 20(6)(a) of the Act in respect of the first complete calendar year falling within the period for which the Licence is to be renewed;

"schools programmes" means programmes which are intended for use in schools;
"Subsequent Licence Period" means any period of ten years from the date on which the Licence is renewed in accordance with Condition 19 or, if shorter, the period from the date on which the Licence is renewed until such date as it is revoked or renewed again in accordance with these conditions;

"Technical Performance Code" means the code governing technical standards and practice in:-

(a) programme production and acquisition;
(b) broadcasting for general reception; and
(c) Distribution,

in the provision of licensed services as drawn up and from time to time revised by the Commission; and

"transmission operator" means a person who has been granted a licence pursuant to Section 7 of the Telecommunications Act 1984 to run a telecommunications system (as defined in Section 4(l) of that Act) and who is equipped to broadcast for general reception by means of a station or stations for wireless telegraphy.

(2) The Interpretation Act 1978 shall apply for the purpose of interpreting these Conditions as if they were an Act of Parliament.

(3) Any word or expression used in these Conditions shall unless otherwise defined herein and/or the context otherwise requires have the same meaning as it has in the Act.

(4) For the purposes of interpreting these Conditions headings and titles to any Condition shall be disregarded.

(5) This Licence shall be governed by English law.
PART 2

2. Provision of regional Channel 3 service by the Licensee

(1) The Licensee shall provide the Licensed Service for the Licence Period and in the Licensed Area by procuring that the programmes to be included in the Licensed Service are broadcast from the stations specified in, and otherwise in accordance with Part II of the Annex, and on the days and not outside the hours specified in Part III thereof Provided that the Commission may (having first consulted the Licensee) from time to time by notice to the Licensee amend Part II of the Annex:-

(a) by substituting for any station or stations therein referred to, a reference to any other station or stations serving substantially the whole of the area previously served by the stations so substituted; and/or

(b) by adding to the stations therein referred to a reference to an additional station or stations serving an additional area, whether or not such additional area is served in whole or in part by another station from which programmes are broadcast on Channel 3; and/or

(c) by deleting references to any station or stations where such deletion is required pursuant to the revocation by the Secretary of State, pursuant to Section 65(4) of the Act, of the assignment of any frequency,

and any such variation shall take effect on such date or event as the Commission shall in such notice specify whereupon Part II of the Annex shall be deemed to have been amended so as to include particulars of the broadcasting stations as so varied.

(2) Nothing in this Licence shall constitute or imply any warranty, representation or obligation on the part of the Commission as to the size or location of the areas actually capable of receiving the programmes provided by the Licensee pursuant to the Licence or that programme services provided by the holder of any other licence (including a Channel 3 licence) shall not be capable of reception in the whole or any part of the Licensed Area.

(3) The Licensee shall not be authorised by or under the Licence to broadcast or procure the broadcasting of anything other than the Licensed Service, subtitling in accordance with Condition 12, and services (other than subtitling) which are ancillary to programmes included in the Licensed Service and directly related to their contents.
3. Fees

(1) The Licensee shall pay to the Commission such fees as the Commission may determine in accordance with the tariff fixed by it and for the time being in force under Section 4(3) of the Act, details of which, and of any revision thereof, the Commission shall provide to the Licensee in writing.

(2) Payment of the fees referred to in Condition 3(1) shall be made in such manner as the Commission shall specify Provided that unless the Commission specifically otherwise requires:

(a) where the annual amount of the fee is less than the Designated Amount, it shall be payable on the Commencement Date and on each anniversary thereof throughout the Licence Period; and

(b) where the annual amount of the fee is equal to or more than the Designated Amount, it shall be payable in advance by equal monthly instalments throughout the Licence Period, the first such instalment being payable on the Commencement Date.

(3) For the purposes of this Condition 3, "the Designated Amount" means the sum of £25,000, or such other sum as the Commission may from time to time specify.

4. Additional payments and contributions to the national television archive

(1) The Licensee shall pay to the Commission:

(a) in respect of the first complete calendar year falling within the Licence Period, the amount of the Cash Bid, which shall be payable by equal monthly instalments on the twenty-seventh day of each month throughout that calendar year unless the amount of the Cash Bid is equal to or less than £100,000, in which case it shall be payable in full on the twenty-seventh day of the first month of that calendar year; and

(b) in respect of each subsequent year falling wholly or partly in the Licence Period, the amount of the Cash Bid as increased by the Appropriate Percentage, which shall be payable by equal monthly instalments on the twenty-seventh day of each month throughout the relevant year or part thereof, unless the amount of the Cash Bid as increased by the Appropriate Percentage is equal to or less than £100,000 in which case it shall be payable in full on the twenty-seventh day of the first month of the relevant year or part thereof.

(2) The Licensee shall pay to the Commission in respect of each accounting period of the Licensee falling within the Licence Period an amount representing the Relevant Percentage of Qualifying Revenue.
(3) The Commission may:-

(a) before the beginning of any accounting period of the Licensee, estimate the amount representing the Relevant Percentage of Qualifying Revenue for that accounting period (and the Licensee shall pay such estimated amount ("the Estimated Amount") by equal monthly instalments on the twenty-seventh day of each month throughout that accounting period); and

(b) at such times as it shall think fit revise the Estimated Amount and adjust the instalments payable by the Licensee to take account of any such revision.

(4) (a) The Licensee shall pay to the Commission a sum equal to the amount (if any) by which the amount of the Relevant Percentage of Qualifying Revenue in respect of any accounting period of his exceeds the Estimated Amount actually paid by him to the Commission in respect of that period; and

(b) the Commission shall pay or procure the payment to the Licensee of a sum equal to the amount (if any) by which the amount of the Relevant Percentage of Qualifying Revenue in respect of any accounting period of the Licensee is less than the Estimated Amount actually paid by the Licensee to the Commission in respect of that period,

and the sum payable by the Licensee shall be paid within 14 days of the date on which the Commission shall notify the Licensee of the amount of the Relevant Percentage of Qualifying Revenue in respect of such accounting period.

(5) The Licensee shall pay to the Commission on the Commencement Date and on each anniversary thereof throughout the Licence Period or on such other date in each year of the Licence Period as the Commission may specify such amount as the Commission shall notify to the Licensee, being the Licensee’s contribution towards the expenses incurred by the Nominated Archive Body in connection with the maintenance by it of a national television archive.

5. Payments in relation to the Channel Four Television Corporation

(1) The Commission shall in respect of each year of the Licence Period determine the proportion ("the Relevant Proportion") of the Licensee’s contribution to the Estimated Channel 4 Levy Amount (if any) for the year in question in accordance with Section 26(4) of the Act and shall notify the Licensee of the amount ("the Channel 4 Contribution") thereof.

(2) The Licensee shall pay the Channel 4 Contribution to the Commission by equal monthly instalments on the twenty-seventh day of each month throughout the relevant year.
(3) The Commission may, at such times as it shall think fit, revise the estimates made by it under Section 26(1) of the Act and shall adjust the instalments payable by the Licensee to take account of any such revision.

(4) Where in respect of any year of the Licence Period the Licensee has paid a Channel 4 Contribution to the Commission:-

(a) the Licensee shall upon request by the Commission pay to the Commission a sum which represents the Relevant Proportion (as determined by the Commission pursuant to Condition 5(1) in relation to that year) of the amount (if any) by which the Channel 4 Levy Amount exceeds the Estimated Channel 4 Levy Amount; and

(b) the Commission shall pay or procure the payment to the Licensee of a sum which represents the Relevant Proportion (as determined by the Commission pursuant to Condition 5(1) in relation to that year) of the amount (if any) by which the Channel 4 Levy Amount is less than the Estimated Channel 4 Levy Amount,

in either case the sum payable shall be paid within 14 days after the date on which the Licensee shall receive notification from the Commission of the Channel 4 Levy Amount in respect of that year.

(5) Payments under Conditions 4 and 5 shall be made in such manner as the Commission shall specify.

(6) The Licensee shall promptly provide the Commission with such information as it may require for the purposes of determining the Channel 4 Levy Amount and the Relevant Proportion.

6. Interest on late payments and V.A.T.

(1) Any payment due from the Licensee under or in respect of this Licence shall carry interest at three per cent. over the base rate for the time being of National Westminster Bank PLC (or if unavailable then the rate published by another clearing bank as selected by the Commission) from the date such payment was due until the date of actual payment.

(2) The Licensee's liability to pay to the Commission the amounts payable by him under Condition 6(1) shall accrue from day to day and shall be calculated on the basis of a year of 365 days and for the actual number of days elapsed.

(3) (a) The Licensee shall pay any V.A.T. on any supply for V.A.T. purposes by the Commission under the Licence.
(b) Without limitation to paragraph (a) above, all sums payable or other consideration to be given by the Licensee are exclusive of V.A.T. which shall be paid by the Licensee in addition to such sums or consideration.

(c) In this Condition 6(3) V.A.T. means value added tax and any similar tax.

7. Programme standards and requirements

(l) The Licensee shall ensure that the Licensed Service complies with the requirements of the Act and in particular that:-

(a) nothing is included in the Licensed Service which offends against good taste or decency or is likely to encourage or incite to crime or to lead to disorder or to be offensive to public feeling;

(b) any news given (in whatever form) in the programmes included in the Licensed Service is presented with due accuracy and impartiality;

(c) due impartiality is preserved on the part of the Licensee as respects matters of political or industrial controversy or relating to current public policy. For the purposes of this paragraph (c) a series of programmes may be considered as a whole and the Licensee shall ensure that the provisions of the code of guidance as drawn up and from time to time revised by the Commission in accordance with Section 6(3) of the Act are observed in the provision of the Licensed Service;

(d) due responsibility is exercised with respect to the content of any of the programmes included in the Licensed Service which are religious programmes, and that in particular any such programmes do not involve:-

(i) any improper exploitation of any susceptibilities of those watching such programmes, or

(ii) any abusive treatment of the religious views and beliefs of those belonging to a particular religion or religious denomination;

(e) programmes in the Licensed Service do not include any technical device which, by using images of very brief duration or by any other means, exploits the possibility of conveying a message to, or otherwise influencing the minds of, persons watching the programmes without their being aware, or fully aware, of what has occurred; and
(f) there are excluded from the programmes included in the Licensed Service all expressions of the views and opinions of the Licensee on matters (other than the provision of programme services) which are of political or industrial controversy or relate to current public policy.

(2) The Licensee shall ensure that the provisions of the Programme Code are observed in the provision of the Licensed Service.

(3) The Licensee shall comply with the Conditions set out in Part I of the Annex (as varied from time to time by the Commission in accordance with Condition 29 below).

8. Network requirements

(1) The Licensee shall do all he can to secure:-

(a) that, by the date specified in Condition 8(2), networking arrangements have been made in accordance with Section 39(4) of the Act which:-

(i) have been entered into by all the holders of regional Channel 3 licences; and

(ii) have been approved by the Commission; and

(b) that, subject to Conditions 8(3) to 8(10), there are in force throughout the Licence Period networking arrangements which have been so entered into and approved.

(2) The date referred to in Condition 8(1) is such date as the Commission may determine and notify to the Licensee, being the date by which, in the opinion of the Commission, any such arrangements as are mentioned in Condition 8(1) would need to have been made by the holders of regional Channel 3 licences in order for such arrangements to be fully in operation with effect from the Commencement Date.

(3) If:-

(a) no such arrangements as are mentioned in Condition 8(1) are made by the date specified in Condition 8(2), or

(b) any such arrangements are so made but cease to be in force at any time before 1st January 1995,

the Licensee shall, with effect from such date as the Commission shall specify (not being later than 31st December 1994), give effect to such networking arrangements as the Commission shall draw up and notify to the Licensee in accordance with Section 39(5) of the Act.
(4) Where:-

(a) networking arrangements have come into force in accordance with Condition 8(3), but

(b) any networking arrangements are subsequently entered into by all the holders of regional Channel 3 licences and are approved by the Commission,

the arrangements referred to in Condition 8(3) shall cease to have effect on the coming into force of the arrangements referred to in paragraph (b) above.

(5) Where any networking arrangements have been approved by the Commission under Condition 8(1)(a) or 8(4)(b), the Licensee shall not agree to any modification of those arrangements by the holders of licences to provide regional Channel 3 services unless such modification has been approved by the Commission.

(6) The Licensee shall, if so required by the Commission, within such period as the Commission shall specify, incorporate in any arrangements made pursuant to Condition 8(3) such modifications as the Commission shall notify to him.

(7) Subject to Condition 8(8), the Licensee shall if so required by the Commission:-

(a) within such period as the Commission shall notify to him, incorporate in any networking arrangements made by all the holders of regional Channel 3 licences in accordance with Conditions 8(1), 8(4) or 8(5), such modifications as the Director General of Fair Trading ("the Director") shall specify pursuant to paragraph 1(4) of Schedule 4 to the Act; and

(b) with effect from such date as the Commission shall specify, give effect to any arrangements drawn up pursuant to Conditions 8(3) or 8(6) subject to such modifications as the Commission shall notify to him, being modifications specified by the Director pursuant to paragraph 1(4) of Schedule 4 to the Act.

(8) Condition 8(7) shall not apply if a reference relating to the Director's report made pursuant to paragraph 1(1) of Schedule 4 to the Act is made to the Monopolies and Mergers Commission ("the MMC") pursuant to paragraph 4 of that Schedule.

(9) The Licensee shall if so required by the Commission, within such period as the Commission shall notify to him, incorporate in any networking arrangements made by all the holders of regional Channel 3 licences in accordance with Conditions 8(1), 8(4) or 8(5) such modifications as shall be specified, or, to the extent that such modifications were specified in the Director's report made pursuant to paragraph 1(1) of Schedule 4 of the Act, affirmed, in the MMC's report on a reference made pursuant to paragraph 4 of that Schedule.
9. Provision of news programmes

(1) The Licensee shall include in the Licensed Service news programmes of high quality dealing with national and international matters and shall ensure that such programmes are broadcast at intervals throughout the Licence Period in accordance with Part I of the Annex, and in particular at peak viewing times.

(2) The Licensee shall, in addition, ensure that news programmes included in the Licensed Service in compliance with Condition 9(1) are provided by a Nominated News Provider which are news programmes that are presented live and broadcast simultaneously with broadcasts of news programmes provided by the same Nominated News Provider which are made by other holders of regional Channel 3 licences in compliance with the relevant conditions of their respective licences.

10. Schools programmes

(1) The Licensee shall, if so required by the Commission by not less than six months' notice to the Licensee:-

(a) produce, acquire from other persons, or finance the production of, such number of hours of schools programmes per annum as the Commission shall specify;

(b) include in the Licensed Service such number of hours per week of schools programmes, to be broadcast during normal school attendance hours, as the Commission shall from time to time specify;

(c) provide such material for use in connection with any schools programmes included in the Licensed Service as may be necessary to secure that effective use is made of those programmes for educational purposes in schools; and

(d) from time to time consult such bodies or other persons who are concerned with, or have an interest in, schools or the production of schools programmes as the Commission shall from time to time specify.
11. Party political broadcasts

The Licensee shall include in the Licensed Service party political broadcasts in accordance with such rules as the Commission may from time to time determine including without limitation rules with regard to the political parties on behalf of which such broadcasts may be made and the length and frequency of such broadcasts.

12. Subtitling for the deaf

(1) The Licensee shall include in the Licensed Service not less than the relevant minimum number of hours in a week of programmes with subtitling for the deaf (whether provided by means of a teletext service or otherwise) and shall procure that such technical standards as the Commission shall from time to time specify are attained in relation to the provision of such subtitling.

(2) For the purposes of Condition 12(1), the relevant minimum number of hours in a week shall be such number of hours in a week in any given year during the Licence Period as the Commission shall from time to time determine and notify to the Licensee in accordance with the provisions of Section 35 of the Act.

(3) The Licensee shall not impose charges for providing subtitling for the deaf in respect of any programme included in the Licensed Service.

13. Announcements of Channel 4 and S4C programme schedules

The Licensee shall include in the Licensed Service such announcements as the Commission may determine concerning programme schedules for programmes to be broadcast on Channel 4 and, where any part of the Licensed Area is in Wales, programme schedules for programmes to be broadcast on S4C.

14. Listed Events

(1) The Licensee shall ensure that no programme which consists of or includes the whole or any part of a listed event shall be included on pay-per-view terms in the Licensed Service.

(2) Condition 14(1) shall not apply in relation to the inclusion in the Licensed Service of any programme which consists of or includes a recording of the whole or any part of any listed event where the programme is so included more than 48 hours after the original recording was made.
(3) For the purposes of this Condition 14:-

(a) a listed event is a sporting or other event of national interest which is for the time being included in a list drawn up and published by the Secretary of State in accordance with Section 182 of the Act; and

(b) a programme will be deemed to be included in the Licensed Service on pay-per-view terms if any payments falling to be made by subscribers to the Licensed Service will or may vary according to whether the programme is or is not actually received by them.

15. Advertising and sponsorship standards and requirements

(1) The Licensee shall ensure that subject to any regulations from time to time made by the Secretary of State in accordance with Section 8(4) of the Act:-

(a) the Licensed Service does not include:-

(i) any advertisement which is inserted by or on behalf of any body whose objects are wholly or mainly of a political nature; or

(ii) any advertisement which is directed towards any political end; or

(iii) any advertisement which has any relation to any industrial dispute (other than an advertisement of a public service nature inserted by, or on behalf of, a government department);

(b) in the acceptance of any advertisement or advertisements for inclusion in the Licensed Service there is no unreasonable discrimination either against or in favour of any particular advertiser; and

(c) the Licensed Service does not, unless the Commission otherwise agrees in writing, include any programme which is sponsored by a person whose business consists, wholly or mainly, in the manufacture or supply of a product, or in the provision of a service, which the Licensee is prohibited from advertising by virtue of any provision of this Licence, the Act, or the Code of Advertising and Sponsorship,

Provided that nothing in this Condition 15(1) shall prevent the inclusion in the Licensed Service of any party political broadcast which complies with the rules referred to in Condition 11.
(2) The Licensee shall comply with all directions, whether general or specific and/or qualified or unqualified, given to him by the Commission 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, or to be excluded in particular circumstances;

(b) the exclusion of a particular advertisement, or its exclusion in particular circumstances; and

(c) the times when advertisements are to be allowed, including without limitation directions in relation to:-

(i) the maximum amount of time to be given over to advertisements in any hour or other period;

(ii) the minimum interval which must elapse between any two periods given over to advertisements and the number of such advertisements to be allowed in any programme or in any hour or day; and

(iii) the exclusion of any advertisement or advertisements from a specified part of the Licensed Service,

which directions may make different provision for different parts of the day, different parts of the week, different types of programmes or for other differing circumstances.

(3) The Licensee shall ensure that the provisions of the Code of Advertising and Sponsorship are observed in the provision of the Licensed Service.

(4) The Licensee shall, if so requested by the Commission, make all necessary arrangements to enable the Commission, or any person authorised by the Commission, to preview, at reasonable times, any particular advertisement or any class of advertisement specified by the Commission and/or the script from which any such advertisement is to be produced. Provided that no previewing by the Commission of any advertisement shall imply that the Commission has given its approval thereto, and any advice and/or guidance given to the Licensee by the Commission with regard to any such advertisement shall be without prejudice to the powers and duties of the Commission under the Act.

16. **Transmission arrangements, technical standards and requirements**

(1) The Licensee shall:-
(a) procure that during the Initial Broadcasting Period the Licensed Service is broadcast for general reception by a single person ("the Relevant Transmission Operator") in accordance with an agreement between the Licensee and the Relevant Transmission Operator for the provision and operation of a system for the broadcasting of the Licensed Service from the Commencement Date (the "Television Transmission Service Agreement");

(b) contribute to the costs incurred by the Relevant Transmission Operator in respect of the broadcasting for general reception of all Channel 3 services (taken as a whole) during the Initial Broadcasting Period in such manner as may be approved by the Secretary of State; and

(c) contribute to the costs incurred in respect of the Distribution of all Channel 3 services (taken as a whole) during the Initial Distribution Period in such manner as may be approved by the Secretary of State.

(2) The Licensee shall procure that for that part of the Licence Period which falls after the Initial Broadcasting Period the Licensed Service is broadcast for general reception by the Relevant Transmission Operator, by the Licensee himself, or by another transmission operator (as the case may be) who shall enter into an agreement with the Licensee for the provision and operation of a system for the broadcasting of the Licensed Service during that period.

(3) It shall be a term of the Television Transmission Service Agreement and of any other agreement which the Licensee enters into with a transmission operator for the broadcasting for general reception of the Licensed Service, that the signals carrying the Licensed Service attain high standards in terms of technical quality and reliability throughout the Licensed Area and in particular (but without prejudice to the generality of the foregoing) the Licensee shall do all that he can to ensure that the relevant provisions of the Technical Performance Code as drawn up and from time to time revised by the Commission are observed by the Relevant Transmission Operator or, where applicable, by any other transmission operator in the provision of the Licensed Service.

(4) The Licensee shall ensure that the Television Transmission Service Agreement and any other agreement he may enter into with a broadcasting operator for the broadcasting for general reception of the Licensed Service makes provision for the suspension of the broadcasting of programmes included in the Licensed Service, if the Commission shall so direct, for such period as it may specify.

(5) The Licensee shall do all that he can to ensure that the relevant provisions of the Technical Performance Code are observed in all the
operations under his direct control, in the Distribution of the
programmes included in the Licensed Service, and by any third parties
involved in the provision of programmes included in the Licensed
Service.

17. Provision of Additional Services

(1) The Commission reserves the right to licence under the Act any or all
of the spare capacity within the signals carrying the Licensed
Service which the Commission determines to be available for the
provision of additional services having regard to the Licensee's
rights and obligations to provide subtitling pursuant to Condition 12
and to the need of the Licensee to be able to use part of the signals
carrying the Licensed Service for providing services which are
ancillary to programmes included in the Licensed Service and directly
related to their contents.

(2) Nothing in this Licence shall authorise the Licensee to broadcast or
procure the broadcasting of any picture, sound, test or other signals
on the spare capacity referred to in Condition 17(1).

(3) The Licensee shall, to any person who holds a licence to provide
additional services on any frequency on which the Licensed Service is
provided, and to any person authorised by any such person pursuant to
Section 49(8) of the Act to provide additional services on that
frequency, access to facilities reasonably required by that person
for the purposes of, or in connection with, the provision of any such
additional services.

(4) The Licensee shall be entitled to require any person to whom he
grants access to facilities in accordance with Condition 17(3) to pay
a reasonable charge in respect thereof and the Licensee shall use all
reasonable endeavours to agree upon the amount of that charge with
such person. Any dispute as to the amount of any such charge shall
be determined by the Commission.

18. Provision of information to the Commission

(1) The Licensee shall furnish to the Commission in such manner and at
such times as the Commission may reasonably require such documents,
accounts, returns, estimates, reports and other information as the
Commission may require for the purpose of exercising the functions
assigned to it by or under the Act in relation to regional Channel 3
services and in particular (but without prejudice to the generality
of the foregoing):-

(a) the Licensee will notify the Commission:-

(i) of any change in the persons having control over the
Licensee, or in the directors of the Licensee or the
directors of any body corporate which controls the
Licensee, within 28 days of the occurrence of such change; and

(ii) of any change in the persons having interests in the Licensee so that a person or group of persons acting together:-

(A) has acquired an interest of more than five per cent. in the Licensee or in any body corporate which controls the Licensee; or

(B) having an interest of more than five per cent. in the Licensee or in any body corporate which controls the Licensee has increased such interest;

within 28 days of the Licensee becoming aware of such change;

(b) the Licensee shall, save insofar as such matters have been notified to the Commission pursuant to paragraph (a) above, notify the Commission within 28 days of the occurrence of:

(i) all matters, notice of which it is required to give to the Registrar of Companies under Parts V and/or XXIII of the Companies Act 1985; or

(ii) (where the Licensee is not incorporated in England and Wales or Scotland) such similar or analogous matters under the laws of any applicable jurisdiction as the Commission may from time to time specify.

(2) The Licensee shall ensure that any person authorised in writing by the Commission is permitted at reasonable times to enter any premises of the Licensee or of any connected person in order to:

(a) inspect, examine, operate or test any equipment on the premises which is used in connection with the provision of the Licensed Service; and

(b) inspect and examine all statutory books and financial and other business records of the Licensee and to take such copies thereof as may in the opinion of the Commission be necessary or desirable to enable it to discharge its functions under the Act.

(3) The Licensee shall:

(a) retain, or arrange for the retention of, a recording in sound and vision of every programme included in the Licensed Service for a period of 90 days from the date of first inclusion therein;
(b) if so requested by the Commission forthwith produce or arrange for the production to the Commission of any such recording for examination or reproduction; and

(c) if so requested by the Commission forthwith produce to the Commission any script or transcript of a programme included in the Licensed Service which he is able to produce to it.

(4) The Licensee shall within 28 days of request therefor provide the Commission with such information as it may require for the purposes of determining or revising the tariff referred to in Condition 3(1).

(5) The Licensee shall supply to the Commission:-

(a) (i) in relation to himself and any body which controls the Licensee (where a body corporate) a copy of his annual return at the same time as it is filed with the Registrar of Companies in accordance with Section 363 of the Companies Act 1985 (as amended by Section 139(1) of the Companies Act 1989) and a copy of his annual report and accounts as soon as possible after they are circulated to the shareholders of the relevant body corporate; or

(ii) (where the Licensee is not incorporated in England and Wales or Scotland) any returns, reports, accounts or other information under the laws of any applicable jurisdiction which is, in the opinion of the Commission, analogous or equivalent to the above, at such times and in such forms as the Commission shall from time to time specify;

(b) half-yearly income and expenditure returns and supplementary annexes in such form and at such times as the Commission shall require;

(c) statements of his Qualifying Revenue at monthly intervals and also in respect of each entire accounting period of his in such form as the Commission shall require;

(d) such information as the Commission may require for the purposes of carrying out any functions undertaken by them in relation to the Gaelic Television Fund;

(e) details, in whatever form and within such period as the Commission may reasonably require, of any particular advertisement or any class of advertisement specified by the Commission or any sponsored programme which the Commission shall from time to time require;

(f) post-transmission data in relation to the programmes included in the Licensed Service covering such information and in such
form as the Commission shall specify, such data to be delivered
to the Commission as soon after transmission of the programmes
to which they relate as the Commission may require; and

(g) (i) such technical performance data as the Commission shall
from time to time require, at such intervals and in such
form as the Commission shall specify; and

(ii) tapes/recordings of such programmes as the Commission
shall from time to time require for the purposes of
monitoring the technical performance of the Licensee.

(6) The Licensee shall inform the Commission when judgment is awarded
against him in any court proceedings brought against him in respect
of the inclusion in the Licensed Service of any defamatory,
seditious, blasphemous, 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, 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 Acts, or of
any statutory enactment or regulation for the time being in force, or
a criminal offence, or contempt of Court, or breach of Parliamentary
privilege.

(7) The Licensee shall supply the Commission with details of the
procedures (and of any revision of such procedures) adopted by him
and required to be observed by those involved in providing the
Licensed Service for the purposes of Condition 23(2).

(8) The Licensee if so requested by the Commission shall at such
intervals and at such times as the Commission shall require attend
meetings with the Commission and (if the Commission shall so require)
with the holders of other regional Channel 3 licences, for the
purpose of enabling the Commission to conduct periodic reviews of the
performance by the Licensee of his obligations under the Licence and
of the performance by the holders of other regional Channel 3
licences of their obligations under their respective licences.

19. Renewal of the Licence

(1) The Licence may be renewed on one or more occasions for a period of
ten years beginning with the date of renewal.

(2) The Licensee may apply to the Commission for renewal of the Licence
not earlier than four years before the date on which it would
otherwise cease to be in force and not later than the Relevant Date.

(3) The Commission shall only refuse an application for renewal of the
Licence by the Licensee if:-
(a) it is not satisfied that the Licensee would, if the Licence were renewed, provide the Licensed Service in compliance with the Conditions set out in Part I of the Annex; or

(b) it proposes to grant a fresh regional Channel 3 licence for the provision of a service which would differ from the Licensed Service as respects either:-

(i) the area for which it would be provided; or

(ii) the times of the day or days of the week between or on which it would be provided, or both; or

(c) it appears to the Commission that there are grounds for suspecting that any source of funds to which the Licensee might (directly or indirectly) have recourse for the purpose of:-

(i) paying the amount of the Renewal Payment in respect of the first complete calendar year falling within the period for which the Licence is renewed, and/or the amount of the Renewal Payment as increased by the Appropriate Percentage in respect of each subsequent year falling wholly or partly within such period; or

(ii) otherwise financing the provision of the Licensed Service,

is such that it would not be in the public interest for the Licence to be renewed; and the Commission having referred the Licensee's renewal application to the Secretary of State together with a copy of all documents submitted to it by the Licensee and a summary of its deliberations on the application, the Secretary of State has refused to consent to the renewal on the grounds that the source of funds is such that it would not be in the public interest for the Licence to be so renewed.

(4) On the grant of any such application the Commission:-

(a) shall determine the amount of the Renewal Payment; and

(b) may specify a percentage of Qualifying Revenue different from the Relevant Percentage of Qualifying Revenue as the percentage of Qualifying Revenue for each accounting period of the Licensee that will be payable by him in place of the payments required to be made pursuant to Condition 4(2) to (4) inclusive during the period for which the Licence is to be renewed.

(5) The amount of the Renewal Payment shall be such amount as would, in the opinion of the Commission, be payable to it by virtue of Section 19(1)(a) of the Act if it were granting a fresh licence to provide the Licensed Service.
(6) Where the Commission has granted an application of the Licensee for renewal of the Licence it shall formally renew his Licence not later than the Relevant Date, or, if that is not reasonably practicable, as soon after the Relevant Date as is reasonably practicable and it shall not so renew his Licence unless it has notified him of the amount of:-

(a) the Renewal Payment; and

(b) the percentage of Qualifying Revenue specified by them under Condition 19(4)(b),

and he has, within such period as the Commission shall specify in the notification, notified them in writing that he consents to the Licence being renewed on those terms.

(7) If the Licence is renewed pursuant to this Condition, it shall continue in full force and effect and Conditions 4 and 29 shall have effect during such period as if:-

(a) references to the amount of the Cash Bid or to the amount of the Cash Bid as increased by the Appropriate Percentage were to the amount of the Renewal Payment or to the amount of the Renewal Payment as increased by the Appropriate Percentage (as the case may be) Provided that, notwithstanding renewal, the Licensee shall continue to pay the amount of the Cash Bid (or, where the Licence has already been renewed, the existing Renewal Payment) as increased by the Appropriate Percentage for the year in question by equal monthly instalments in accordance with Condition 4(1) until the commencement of the first complete calendar year falling within the period for which the Licence is to be renewed; and

(b) references to the Relevant Percentage of Qualifying Revenue were to the percentage of Qualifying Revenue specified by the Commission under Condition 19(4)(b).

20. Competition in the provision of licensed services

The Licensee shall:-

(a) not engage in any practice or enter into any arrangement which is prejudicial to fair and effective competition in the provision of licensed services and services connected with them; and

(b) comply with any direction from time to time issued by the Commission to the Licensee for the purposes of ensuring fair and effective competition in the provision of licensed services and services connected with them.
For the purposes of this Condition, "licensed services" includes local delivery services.

21. **Restrictions on the holders of regional Channel 3 licences**

(1) The Licensee shall comply in all respects with the restrictions or requirements imposed on or in relation to the holders of Channel 3 regional licences by or under Schedule 2 to the Act to the extent that such requirements apply to him.

(2) The Licensee shall comply with any direction of the Commission requiring him to take, or arrange for the taking of, any steps specified by the Commission for the purposes of complying with the requirements imposed by or under Parts III to V of Schedule 2 to the Act.

22. **Transferability of the Licence**

The Licence is not transferable except with the prior consent in writing of the Commission, which consent shall not be given unless the Commission is satisfied that the person or persons to whom it is proposed to transfer the Licence would be in a position to comply with all of the Conditions hereof throughout the remainder of the Licence Period.

23. **Compliance**

(1) The Licensee shall comply with any direction given to him by the Commission in respect of any matter, which direction is in the opinion of the Commission appropriate, having regard to any duties which are or may be imposed on it or on the Licensee by or under the Act.

(2) The Licensee shall adopt procedures and procure that such procedures are observed by those involved in providing the Licensed Service for the purposes of ensuring that programmes included in the Licensed Service comply in all respects with the provisions of this Licence, the Act, and any codes or guidelines herein or therein referred to (the "Codes" and "Guidelines" respectively). The Licensee shall, without prejudice to the generality of the foregoing, ensure:-

(a) that there are sufficient persons amongst those involved in providing the Licensed Service and/or programmes included in it who are adequately versed in the requirements of this Licence, the Act, and the Codes and Guidelines and that such persons are able to ensure compliance with such requirements on a day to day basis;

(b) that adequate arrangements exist for the immediate implementation of such general and specific directions as may from time to time be given to the Licensee by the Commission;
(c) that he is able to ensure that sufficient documentary and other evidence is immediately available in support of any advertising claim and that he has access to independent expert advice for the assessment of medical, scientific and technical advertising claims made in the Licensed Service; and

(d) that in each department of the Licensee where any of the procedures referred to in this condition are to be implemented the member of staff responsible is of sufficient seniority to ensure immediate action and that issues relating to compliance may be brought where necessary directly before senior management for consideration.

24. Government directions and representations

(1) The Licensee shall, if so directed by the Commission from time to time:-

(a) publish in the Licensed Service, at such times as may be specified to the Commission by the Secretary of State or any other Minister of the Crown, such announcement as may be specified by a notice given pursuant to Section 10(1) of the Act, with or without visual images, of any picture, scene or object mentioned in the announcement; or

(b) refrain from including in the programmes included in the Licensed Service any matter or classes of matter specified to the Commission by the Secretary of State pursuant to Section 10(3) of the Act.

(2) The Licensee may when publishing an announcement in the Licensed Service in accordance with Condition 24(1)(a) indicate that the announcement is made in pursuance of a direction by the Commission.

(3) The Licensee shall comply with all directions given to him by the Commission pursuant to a direction of the Secretary of State for the purpose of enabling Her Majesty's Government in the United Kingdom to give effect to any international obligations of the United Kingdom.

(4) Where the Commission:-

(a) has given the Licensee a direction to the effect referred to in Condition 24(1)(b); or

(b) in consequence of the revocation by the Secretary of State of the notice giving rise to the issuing of such direction, has revoked such a direction,

or where such a notice has expired, the Licensee may publish in the Licensed Service an announcement of the giving or revocation of the direction or of the expiration of the notice, as the case may be.
25. **Provision of airtime to the Commission**

The Licensee shall make available to the Commission at no cost to the Commission such airtime at such times as the Commission shall reasonably require for the purpose of publicising its regulatory functions and activities under the Act.

26. **Complaints received from the public**

(1) (a) The Licensee shall adopt procedures acceptable to the Commission for handling complaints received from the public in respect of programmes included in the Licensed Service and shall ensure that such procedures are duly observed.

(b) Such procedures shall, inter alia, include a requirement that members of the public who complain to the Licensee about programmes included in the Licensed Service are informed that they have the right to refer the matter complained of to the Commission.

(2) The Licensee shall for a period of two years keep a record of any complaints received from the public in respect of programmes included in the Licensed Service and of any response given in relation to any such complaint by the Licensee and shall make such records available to the Commission in writing at such times as the Commission may require.

27. **The Broadcasting Complaints Commission**

(1) The Licensee shall comply with such directions as may be given to him by the Commission to publish, in such manner, and within such period as may be specified by the BCC in any direction given pursuant to Section 146(1)(b) of the Act, a summary of any complaint with regard to a programme included in the Licensed Service considered and adjudicated upon by the BCC together with the BCC’s findings on the complaint or a summary of such findings. The form and content of any such summary shall be subject to approval by the BCC.

(2) (a) The Licensee shall comply with such directions as may be given to him by the Commission to arrange for the publication (by means of broadcasting or otherwise) of regular announcements publicising the BCC.

(b) Any such announcements shall, if so required by the Commission, contain a statement of the difference between the kinds of complaints that may be considered by the BCC and those that may be considered by the BSC.
28. The Broadcasting Standards Council

(1) The Licensee shall comply with such directions as may be given to him by the Commission to publish, in such manner, and within such period as may be specified by the BSC in any direction given pursuant to Section 156(1)(b) of the Act, a summary of any complaint with regard to a programme included in the Licensed Service considered by the BSC and on which the BSC have made findings, together with such findings, and any observations made by the BSC on the complaint, or a summary of those findings and any such observations. The form and content of any such summary shall be subject to approval by the BSC.

(2) (a) The Licensee shall comply with such directions as may be given to him by the Commission to arrange for the publication (by means of broadcasting or otherwise) of regular announcements publicising the BSC.

(b) Any such announcements shall, if so required by the Commission, contain a statement of the difference between the kinds of complaints that may be considered by the BSC and those that may be considered by the BCC.

29. Power of the Commission to vary licence conditions

The Commission may by a notice served on the Licensee:-

(a) vary the Licence Period provided that the Licensee consents to such variation (without prejudice to the powers and duties of the Commission under Section 41 of the Act);

(b) vary any Condition set out in Part I of the Annex provided that the Licensee consents to such variation;

(c) where the Licensee agrees to provide the Licensed Service temporarily for an additional area determined under Section 14(2) of the Act in accordance with Section 22 thereof, vary the Licence to authorise the provision of the Licensed Service for the additional area in question, during such period as it may determine; and

(d) vary the Licence in any respect not mentioned in paragraphs (a) to (c) above provided that the Licensee has been given a reasonable opportunity to make representations to the Commission concerning the proposed variation,

Provided always that paragraphs (a) and (d) above shall not authorise the variation of Condition 4 to the extent that that Condition requires the payment by the Licensee to the Commission of:-

(i) (in respect of the first complete calendar year falling within the Licence Period) the amount of the Cash Bid;
(ii) (in respect of each subsequent year falling wholly or partly in the Licence Period) the amount of the Cash Bid as increased by the Appropriate Percentage; and

(iii) (in respect of each accounting period of the Licensee) the Relevant Percentage of Qualifying Revenue.

30. **Equal opportunities**

The Licensee shall:-

(a) make arrangements for promoting, in relation to employment by him, equality of opportunity between men and women and between persons of different racial groups; and

(b) review those arrangements from time to time.

31. **Notices**

(1) Any notice or notification to be served or given under or in relation to this Licence shall be in writing and may be delivered to the party to be served or sent by first class recorded delivery post at his proper address (as defined in Section 199(4) of the Act) or left at that address.

(2) Any such notice or notification shall be deemed to have been served:-

(i) if so delivered or left, at the time of delivery or leaving; or

(ii) if so posted, at 10.00 a.m. on the second business day after it was put into the post.

(3) In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or notification was properly addressed and posted as a prepaid first class recorded delivery letter or was left at the proper address as the case may be.
PART 3

32. Exception and limitation on Licensee's obligations

The Licensee shall not be in any way responsible for any failure to provide the Licensed Service directly or indirectly caused by or arising from any circumstances beyond the control of the Licensee including (without limitation) accident or breakdown of any equipment or apparatus (caused otherwise than by the wrongful act, neglect or default of the Licensee, its servants or agents), force majeure, war damage by the Queen's enemies, riot, rebellion, civil commotion, interference by strike, lockout, sit-in, picket or other industrial dispute or action.
PART 4

33. Sanctions for breaches of condition

(1) (a) If the Commission is satisfied that the Licensee has failed to comply with any Condition of the Licence and it has given the Licensee a reasonable opportunity to make representations to it about the matters complained of, the Commission may direct the Licensee to include in the Licensed Service a correction or apology (or both) in such form, and at such time or times as the Commission may determine.

(b) The Licensee may, when including a correction or apology (or both) in the Licensed Service in pursuance of a direction from the Commission, announce that he is doing so in pursuance of such a direction.

(2) The Licensee shall comply with any direction from the Commission not to include in the Licensed Service on any future occasion any programme whose inclusion in the Licensed Service the Commission is satisfied has involved a failure by the Licensee to comply with any Condition of this Licence.

(3) (a) If the Commission is satisfied that the Licensee has failed to comply with any Condition of the Licence or with any direction given by the Commission under the Licence and it has given him a reasonable opportunity of making representations to it about the matters complained of, it may serve on the Licensee a notice requiring him to pay to the Commission, within a specified period, a specified financial penalty.

(b) The amount of any financial penalty imposed pursuant to Condition 33(3)(a) shall:-

(i) not exceed three per cent. of the Licensee's Qualifying Revenue for his last complete accounting period if such a penalty has not previously been imposed on the Licensee during any period for which the Licence has been in force; and

(ii) in any other case, not exceed five per cent. of the Licensee's Qualifying Revenue for his last complete accounting period.

(c) Where any such penalty is imposed when the Licensee's first complete accounting period 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 Commission estimates to be the Licensee's Qualifying Revenue for that accounting period.
(4) (a) If the Commission is satisfied that the Licensee has failed to comply with any Condition of this Licence 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 serve on the Licensee a notice reducing the Licence Period by a specified period not exceeding two years.

(b) Where the Licence is due to expire on a particular date by virtue of a notice served on the Licensee under Condition 33(4)(a), the Commission may, on the application of the Licensee, by a further notice served on him at any time before that date revoke that notice if it is satisfied that such revocation is justified by virtue of the conduct of the Licensee in relation to the operation of the Licensed Service since the date of the earlier notice.

(5) Any exercise by the Commission of its powers under Condition 33(3) and (4) shall be without prejudice to the Commission's powers pursuant to Condition 33(1) and 33(2).

34. Revocation

(1) (a) If the Commission is satisfied that the Licensee is failing to comply with any Condition of the Licence or with any direction given by the Commission such that, if that failure were not remedied, it would justify the revocation of the Licence, the Commission shall serve on the Licensee a notice:

(i) stating that the Commission is so satisfied;

(ii) specifying the respects in which, in the opinion of the Commission, the Licensee is failing to comply with any such Condition or direction; and

(iii) stating that, unless the Licensee takes, within such period as is specified in the notice, such steps to remedy the failure as are so specified, the Commission will revoke the Licence.

(b) If at the end of the period specified in any notice under Condition 34(1)(a) the Commission is satisfied that the Licensee has failed to take the steps specified in the notice and that it is necessary in the public interest to revoke the Licence, the Commission shall serve on the Licensee a notice revoking the Licence.

(2) The Commission shall revoke the Licence by notice in writing served on the Licensee and taking effect as from the time of service if:-
(a) the Licensee indicates to the Commission before the Commencement Date that he does not intend to provide the Licensed Service; or

(b) the Commission for any other reason has reasonable grounds for believing that the Licensee will not provide the Licensed Service after the Commencement Date and it has served on the Licensee a notice stating its grounds for believing that he will not provide that service after that date.

(3) The Commission may revoke the Licence by notice served on the Licensee 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 Licensee ceases to provide the Licensed Service before the end of the Licence Period and the Commission considers that it is appropriate to revoke the Licence;

(b) if the Licensee agrees in writing with the Commission that the Licence should be revoked;

(c) if the Licensee becomes a disqualified person in relation to the Licence by virtue of Part II of Schedule 2 to the Act or otherwise fails to comply with any requirement imposed on or in relation to the holders of Channel 3 regional licences by or under that Schedule;

(d) if any change in the persons having control over the Licensee or an Associated Programme Provider takes place within the Relevant Period without the prior approval in writing of the Commission;

(e) if the Commission is satisfied that the Licensee:-

(i) in purporting to comply with any of the Conditions of this Licence has provided information which is false in a material particular or has withheld any material information with the intention of causing the Commission to be misled; or

(ii) in connection with his application for the Licence, provided the Commission with information which was false in a material particular or withheld any material information with the intention of causing the Commission to be misled;

(f) if where the Licensee is a Body a change affecting the nature or characteristics of the Licensee or any change in the persons having control over or interests in the Licensee, takes place (whether before or after the Commencement Date), which change
is such that, if it fell to the Commission to determine whether
to award the Licence to the Licensee in the new circumstances
of the case, it would be induced by the change to refrain from
awarding the Licence to the Licensee;

(g) if the Commission ceases to be satisfied that the Licensee is a
fit and proper person to hold the Licence;

(h) if the Licensee fails to comply with any requirement to hold a
licence under Section 1 of the Wireless Telegraphy Act 1949 (as
amended) and/or Section 7 of the Telecommunications Act 1984;

(i) if the Secretary of State shall, pursuant to Section 65(4) of
the Act, revoke the assignment of the frequency on which the
Licensed Service is for the time being provided.

(4) The Commission shall before serving a notice revoking the Licence
give the Licensee a reasonable opportunity to make representations to
it about the matters complained of.

(5) Where the Licence is revoked pursuant to any provision of Part I of
the Act, the Licensee shall:-

(a) within such period as the Commission shall notify to him, pay
to the Commission a financial penalty of the Prescribed Amount;
and

(b) pay the then outstanding portion, if any, of the Cash Bid (or
of the Cash Bid as increased by the Appropriate Percentage) for
the calendar year in question.

The Licensee’s liability to pay such amounts shall not be affected by
the Licence ceasing (for any reason) to be in force.
ANNEX

PART I

Conditions relating to the provision and content of the Licensed Service

1. Definitions and Interpretation

(a) In these conditions unless the context otherwise requires:-

"Core Proposals" means the proposals submitted by the Licensee in his application for the Licence in response to the Questions A.1 to A.11 inclusive in Part I of Section A of the Attachment to Part III of the Invitation to Apply for Regional Channel 3 Licences issued by the Commission, together with any additional information furnished to the Commission by the Licensee pursuant to Section 15(4) of the Act details of which are set out in Part IV of this Annex; Terms used in such Core Proposals shall be interpreted in accordance with the guidance provided by the Commission in the Invitation to Apply;

"hours/minutes" refers to the number of hours/minutes per week averaged over a calendar year that would be transmitted, measured in "slot times" (that is, including advertising breaks, programme trailers and presentation material during and at the end of programmes) except for material under 10 minutes in length which is measured in "running times" (that is, excluding advertising breaks, programme trailers and presentation material); and

references to a "Question", followed by a number, means the question of that number in Part I of Section A of the Attachment to Part III of the Invitation to Apply for Regional Channel 3 Licences issued by the Commission.

(b) In the event of any inconsistency between the Core Proposals and the Conditions set out in this Annex, the latter shall prevail.

2. Compliance with Programme Proposals

(a) Subject to Condition 1(b) above, and except to the extent that the Commission shall otherwise agree in writing, the Licensee shall ensure that the Licensed Service:

(i) accords with the Core Proposals; and

(ii) includes programmes in the strands specified in Tables 1 and 2 below and that such programmes shall be provided for not less than the total amount of time per week, averaged over a calendar year, specified in Tables 1 and 2 in relation to each such strand.
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<tr>
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<td>8. ARTS</td>
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9. CHILDREN'S

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**TOTAL NON-REGIONAL BROADCAST HOURS**

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### TABLE 2

**Proposals for Regional Programming**

**SUMMARY TABLE**

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<td>3. NEWS</td>
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(b) The other conditions in Part I of the Annex shall be without prejudice to the generality of this Condition 2.
3. **Further Conditions Relating to Non-Regional Programming**

The Licensee shall, except to the extent that the Commission shall otherwise agree, ensure that the Licensed Service is provided in accordance with the requirements set out below.

1. **NEWS**

From the Commencement Date the Licensee shall contribute towards the cost of the news service provided by the Nominated News Provider. His contribution shall be determined by reference to the Licensee’s share of Qualifying Revenue on such basis as may be agreed between all the holders of regional Channel 3 licences, and shall be of an amount which is adequate, when aggregated with the contributions of all such holders of regional Channel 3 licences, for the provision of news programmes of high quality dealing with national and international matters in accordance with the Licensee's obligations under Condition 9 of Part 2 of the Licence.

2. **NETWORKING ARRANGEMENTS**

1. The Licensee shall at all times during the Licence Period use his best endeavours to give effect to the networking arrangements referred to in Condition 8 of Part 2 of the Licence.

2. The Licensee shall use his best endeavours to ensure that, except to the extent that the Commission shall otherwise determine, the networking arrangements referred to in Condition 8(1) of Part 2 of the Licence comply with the proposals submitted by him in his application for the Licence in response to Question A.11 and with the general guidance published by the Commission pursuant to Section 39(3) of the Act.

3. The Licensee shall contribute to the network programme budget. Subject to the requirements of the Act, his contribution shall be determined by reference to the Licensee’s share of Qualifying Revenue on such basis as may be agreed between all the holders of regional Channel 3 licences, and shall be an amount which is adequate, when aggregated with the contributions of all such holders of regional Channel 3 licences, to sustain the quality of the network service.

4. **Further Conditions Relating to the Licensed Area and Regional Programming**

The Licensee shall, except to the extent that the Commission shall otherwise agree, ensure that the Licensed Service is provided in accordance with the requirements set out below.
(i) NEWS

The Licensee shall ensure that the news programmes of particular interest to persons living within the Licensed Area are of high quality.

(ii) RELIGION

The Licensee shall undertake to obtain advice about his religious programmes from a Religious Advisory Committee which will contain a permanent presence of representatives of the Jewish, Islamic and Hindu communities in addition to appointed representatives of the Christian churches.

(iii) UNDERSTANDING THE LICENSED AREA

The Licensee shall carry out research at regular intervals throughout the Licence Period for the purposes of identifying the distinctive needs, interests and programme preferences of viewers in the Licensed Area and monitoring the extent to which such needs, interests and preferences are satisfied, and will take the results of such research into account in providing regional programmes for inclusion in the Licensed Service.

(iv) PRODUCTION WITHIN THE LICENSED AREA

The Licensee shall ensure that in each calendar year during the Licence Period in excess of 80 per cent. of all regional programmes (whether made by the Licensee or commissioned from independent producers) are made within the Licensed Area.

(v) PROPOSALS FOR USING OFFICES, STUDIOS AND SERVICES

Save as the Commission shall otherwise agree in writing the Licensee shall implement the proposals submitted by him in his application for the Licence in response to Question A.6.

5. General Matters

(i) DIVERSITY AND HIGH QUALITY

The Licensee shall ensure that (taken as a whole) the programmes included in the Licensed Service are calculated to appeal to a wide variety of tastes and interests and that a sufficient amount of time is given in the Licensed Service to programmes of high quality. Provided that nothing in these Conditions shall require the Licensee to increase the amounts of time which he proposed in his application for the Licence to give to particular programme strands.

(ii) PROGRAMMING OF EUROPEAN ORIGIN

The Licensee shall ensure that the majority of the transmission time on the Licensed Service (excluding the time reserved to news, sports
events, games, advertising and teletext services) in each calendar year of the Licence Period is devoted to programming of European origin.

(iii) INDEPENDENT PRODUCTIONS

The Licensee shall ensure that in each calendar year not less than 25 per cent (or such other percentage higher than this which the Secretary of State may from time to time by order specify pursuant to Section 16(6) of the Act) of the total amount of time allocated to the broadcasting of Qualifying Programmes in the Licensed Service is allocated to the broadcasting of a range and diversity of Independent Productions. For these purposes, the reference to a range of Independent Productions shall be interpreted in accordance with Section 16(5)(b) of the Act.

(iv) ORIGINAL PRODUCTION

The Licensee shall ensure that at least 65 per cent. by time of the programmes included in the Licensed Service in each calendar year of the Licence Period are originally provided or commissioned for any or all of the regional Channel 3 services.

(v) PROVISION FOR THE DEAF AND/OR BLIND AND THOSE WITH HEARING AND/OR SIGHT IMPAIRMENT

The Licensee shall, without prejudice to the generality of his obligations under Condition 12 of the Licence, implement the proposals submitted by him in his application for the Licence in response to Question A.9.

(vi) TRAINING

Throughout the Licence Period the Licensee shall implement the proposals submitted by him in his application for the Licence in response to Question A.10.

(vii) EQUAL OPPORTUNITIES

The Licensee:

(a) shall ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, race, colour, creed, nationality, or ethnic or national origins, or on such grounds is disadvantaged by conditions or requirements which cannot be shown to be justifiable;

(b) will review his selection criteria and procedures at regular intervals and will monitor the composition of his workforce and of job applicants and will take action to correct any inequalities which come to his notice; and
(c) if so requested by the Commission shall at such intervals as the Commission may require provide a statement to the Commission of the action he has taken to give effect to such equal opportunities policy, and the Commission may, at its discretion, make such statement in whole or in part public.
## PART II

### Details of Broadcasting Stations

#### Main Stations and Dependent Relays

##### NORTH-WEST ENGLAND

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<th>Aerial Height</th>
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Note: Aerial Heights are given in metres above Ordnance Datum
PART III

Days and times of broadcasting

The Licensed Service shall be broadcast seven days a week, throughout the day except for the time between 6 a.m. and 9.25 a.m. each day.
PART IV

Additional Information

Letter of 31st May, 1991 from the Commission to the Licensee.
Letter of 6th June, 1991 from the Licensee to the Commission.