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## GENERAL NOTICE

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### NOTICE 922 OF 2005



#### **INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA NOTICE OF AMENDED LICENCE CONDITIONS FOR SABC'S SOUND AND TELEVISION BROADCASTING SERVICES**

The Independent Communications Authority of South Africa ("the Authority") hereby gives notice of the amended terms and conditions of the sound and television broadcasting licences of the South African Broadcasting Corporation Limited ("SABC"), which will take effect on 23 March 2006.

The SABC submitted an application for the amendment of its broadcasting licences, in terms of section 22 of the Broadcasting Act, Act 4 of 1999, to the Authority on 31 March 2004. Section 22 of the Broadcasting Act empowers the Authority to impose on the SABC any appropriate licence conditions which are necessary to reflect the SABC's reorganisation into a public service division and a commercial service division as well as its related obligations in terms of the Broadcasting Act and the Independent Broadcasting Authority Act, Act 153 of 1993.

The Authority gave notice of the SABC's licence amendment application by means of notices published in the *Government Gazette* on 30 April 2004 and 19 May 2004. These notices invited interested parties to submit written representations on the SABC's amendment application to the Authority. The Authority also afforded the SABC an opportunity to respond in writing to those representations. The Authority conducted public hearings in respect of the SABC's application during September and October 2004. At these hearings, the SABC and a number of interested parties made oral submissions to the Authority in relation to the SABC's application.

Draft licence conditions were published for public comment in *Government Gazette* No. 27289, Notice No. 262 on 14 February 2005, which invited interested parties to submit written representations on the draft licence conditions, and which invited the SABC to respond in writing to such written representations. In *Government Gazette* No. 27550, Notice No. 684, published on 29 April 2005, the Authority invited interested parties to submit supplementary written submissions on the SABC's response, to the extent that it contained new material. The SABC was also afforded an opportunity to respond to such supplementary written submissions.

Having considered all the submissions made by the parties, the Authority has decided to impose the amended licence conditions, set out in the schedule to this notice, on the SABC in respect of its various sound and television broadcasting services.

**MANDLA LANGA**  
**CHAIRPERSON**



**SCHEDULE****PUBLIC TELEVISION BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSTV 2/2004

**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED

**DIVISION :** PUBLIC SERVICE DIVISION

**NAME OF SERVICE :** SABC 1

**FREQUENCY BAND :** SEE SCHEDULE B2

**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA

**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004

**EXPIRY DATE OF LICENCE :** 22 MARCH 2012

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC TELEVISION BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "Constitution" means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.8 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.9 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.10 "financial year" means the financial year of the Licensee;
- 1.11 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.12 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.13 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.14 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public television broadcasting service under the name and style of "SABC1", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.15 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;



- 1.16 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.17 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.18 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.19 "marginalised languages" means isiNdebele, siSwati, Xitsonga and Tshivenda;
- 1.20 "official languages" means the languages specified in section 6(1) of the Constitution;
- 1.21 "prime time" means the period between 18h00 and 22h00 daily;
- 1.22 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.23 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.24 "South African television performance period" means the period between 05h00 and 23h00 daily;
- 1.25 "station identification" means the station identification as set out in clause 5 of this Schedule A; and
- 1.26 "Television Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.

## 2. AUTHORISATION

- 2.1 This licence authorises the Licensee to provide a national free-to-air public television broadcasting service:
- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
  - 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
  - 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum television service providing a programming mix of informative, educational and entertaining material in all official languages on the basis set out in Schedule C to this licence.

### **3 LICENCE AREA**

The Licensee shall provide the licensed service throughout the Republic in accordance with the terms and conditions of Schedule B to the licence.

### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 8 years, commencing on 23 March 2004 and expiring on 22 March 2012.

### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "SABC 1".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than sixty minutes throughout the broadcast period.

### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Television Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.



## **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## **10 PUBLIC ANNOUNCEMENTS**

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## **11 FEES**

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## **12 INFORMATION TO BE FURNISHED TO THE AUTHORITY**

### **Control and Management**

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

- 12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee
- 12.2 The Licensee must provide the Authority with certified copies of the following documents:
  - 12.2.1 the Licensee's memorandum and articles of association;
  - 12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
  - 12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:
  - 12.5.1 the different genres;
  - 12.5.2 South African television content; and
  - 12.5.3 the use of each official language,in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African television performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.
- 12.6 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of advertisements broadcast on the licensed service during that quarter, including:
  - 12.6.1 the extent, expressed as a number of minutes, to which advertisements were broadcast in every hour during that quarter; and
  - 12.6.2 the extent, expressed as an average number of minutes per hour, to which advertisements were broadcast during that quarter.
- 12.7 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.



**Financial**

12.8 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.9 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

**Human Resources, Training and Employment Equity**

12.10 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

**13 STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

**14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

**15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

- 15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.
- 15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.
- 15.4 The Licensee shall:
- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;
  - 15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.
- 15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.
- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:



- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications



services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.

6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## SCHEDULE C

### SPECIAL CONDITIONS

#### 1. OWNERSHIP AND CONTROL

1.2 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

#### 2. PROGRAMME CONTENT

##### 2.1 General

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to:

- 2.1.1 provide a wide range of programming, in the official languages, that satisfies the requirements of section 6(4) of the Broadcasting Act;
- 2.1.2 provide programming that reflects both the unity and the diverse cultural and multilingual nature of the Republic and all of its cultures and regions to audiences;
- 2.1.3 make a substantive contribution to the achievement of the requirements of sections 8(d), 8(e), 10(1)(f) and 10(1)(i) of the Broadcasting Act.

##### 2.2 Programme content per genre

The Licensee shall, in each financial year set out below, and with effect from the commencement of the relevant financial year, broadcast at least the following number of hours of programme material in the following genres during the South African television performance period:

	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY10/11	FY 11/12
<b>News</b>	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily
<b>Current Affairs</b>	2h / week 1h in prime time	3h / week 1h in prime time	4h / week 2h in prime time	5h / week 2h in prime time	6h / week 2h in prime time	7h / week 2h in prime time



<b>Informal Knowledge-Building</b>	10h / week 2h in prime time	12h / week 2h in prime time	14h / week 2h in prime time	16h / week 2h in prime time	16h / week 2h in prime time	16h / week 2h in prime time
<b>Documentary</b>	3h / week 1h in prime time	3h / week 1h in prime time	3h / week 1h in prime time	4h / week 2h in prime time	5h / week 2h in prime time	5h / week 2h in prime time
<b>Drama</b>	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time
<b>Children's</b>	20h / week	20h / week	20h / week	20h / week	20h / week	20h / week
<b>Education</b>	10h / week	10h / week	10h / week	10h / week	10h / week	10h / week

\* In the table set out above, "SA" refers to South African television content as defined in the Television Content Regulations.

### 2.3 Measurement and repeat broadcasts

The Licensee's compliance with the programming quotas set out in clause 2.2 above shall be measured as a weekly average over a period of one year commencing on the effective date and thereafter on the anniversary of the effective date, provided that repeat broadcasts of programme material shall count towards the Licensee's compliance with the abovementioned quotas, provided further that repeat broadcasts of South African content shall continue to be governed by the Television Content Regulations.

### 2.4 Events of national interest

2.4.1 The Authority may, on written application by the Licensee, grant the Licensee exemption in writing, on such terms and conditions as the Authority deems necessary in the circumstances, from compliance with some or all of the programming obligations set out in the licence, for a specified period, in the event that the Licensee satisfies the Authority that it is unable to comply with such obligations as a result of the broadcast of any event of national interest.

2.4.2 The Licensee's written application for the exemption contemplated in clause 2.4.1 must be submitted to the Authority before the commencement of the broadcast of the relevant event of national interest, provided that, in exceptional circumstances, the Authority will accept and consider an application for such exemption after the commencement of such broadcast, provided further that the application is submitted to the Authority as soon as is reasonably practicable after such commencement.

2.4.3 The Licensee's written application for exemption must specify:

2.4.3.1 the nature of the event of national interest concerned;

2.4.3.2 the likely duration of the broadcast;

2.4.3.3 the basis on which the Licensee contends that:

2.4.3.3.1 the event is of national interest;

2.4.3.3.2 it will be unable to comply with some or all of its programming obligations if the broadcast were to take place.

2.4.4 The Authority may deal with the exemption application in accordance with such procedure as it may consider appropriate.

## 2.5 News and current affairs

The Licensee shall in the production and presentation of its news and current affairs programming:

2.5.1 exercise full editorial control in respect of the contents of such programming;

2.5.2 include matters of international, national, regional and, where appropriate, local significance;

2.5.3 meet the highest standards of journalistic professionalism;

2.5.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

2.5.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

## 2.6 Programming targeted at children

In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

2.6.1 broadcast at times of the day when children are available to watch;

2.6.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

2.6.3 educational and is made from children's point of view.

## 2.7 Other requirements

The Licensee shall, during the South African television performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

2.7.1 people living with disabilities;

2.7.2 health-related issues;

2.7.3 gender issues; and

2.7.4 all age groups.

## 2.8 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that:

2.8.1 reasonable provision is made for sign language translation to be provided during news bulletins transmitted in prime time and during other programme genres broadcast throughout the broadcast period; and

2.8.2 people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.



### 3. LANGUAGE

In providing the licensed service, the Licensee shall ensure that its programme material is provided in a balanced and reasonable spread of all official languages provided that, in each financial year set out below, and with effect from the commencement of the relevant financial year, the Licensee shall broadcast at least the following number of hours per week in official languages other than English:

	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY10/11	FY 11/12
Hours per week of official languages other than English (excluding marginalised languages) in prime time	13h45 min	14h24 min	15h42 min	15h12 min	16h24 min	16h24 min
Hours per week of marginalised languages in prime time	45min	1h	1h 6 min	1h 36 min	1h48min	1h 48 min
Total hours per week of official languages other than English in prime time	14h30min	15h24 min	16h48 min	16h48 min	18h12 min	18h12 min
Total hours of official languages other than English during performance period	36 h	37h	39h	39h	41h	41h

### 4. ADVERTISEMENTS

The Licensee may not:

- 4.1 during any licence year, broadcast more than an average of 10 minutes of advertisements per hour on the licensed service;
- 4.2 broadcast advertisements in excess of 12 minutes in any one hour.

**PUBLIC TELEVISION BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSTV 1/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** SABC 2  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2012

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC TELEVISION BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

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- 1.1. "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2. "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3. "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4. "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5. "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6. "Constitution" means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7. "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.8. "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.9. "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.10. "financial year" means the financial year of the Licensee;
- 1.11. "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.12. "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.13. "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.14. "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public television broadcasting service under the name and style of "SABC 2", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.15. "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;

- 1.16. "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.17. "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.18. "Licensee" means the South African Broadcasting Corporation Limited;
- 1.19. "marginalised languages" means isiNdebele, siSwati, Xitsonga and Tshivenda;
- 1.20. "prime time" means the period between 18h00 and 22h00 daily;
- 1.21. "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22. "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23. "South African television performance period" means the period between 05h00 and 23h00 daily;
- 1.24. "station identification" means the station identification as set out in clause 5 of this Schedule A; and
- 1.25. "Television Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.

## 2. AUTHORISATION

- 2.1. This licence authorises the Licensee to provide a national free-to-air public television broadcasting service:
- 2.1.1. in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2. in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3. on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2. The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum television service providing a programming mix of informative, educational and entertaining material in all official languages on the basis set out in Schedule C to this licence.

## 3. LICENCE AREA

The Licensee shall provide the licensed service throughout the Republic in accordance with the terms and conditions of Schedule B to the licence.



#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 8 years, commencing on 23 March 2004 and expiring on 22 March 2012.

#### **5. STATION IDENTIFICATION**

5.1. The station identification of the licensed service is "SABC 2".

5.2. The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3. The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1. such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1. take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2. notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2. the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1. comply with the programming obligations imposed upon it by the applicable provisions of the Television Content Regulations;

7.2. take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10. PUBLIC ANNOUNCEMENTS

- 10.1. Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1. broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2. inform the Authority of the receipt of such request.
- 10.2. The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3. The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1. The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1. any person appointed as a member of the Licensee's board, and of any member of the board who resigns OR WHO IS REMOVED FROM OFFICE;
  - 12.1.2. any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3. any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4. any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.
- 12.2. The Licensee must provide the Authority with certified copies of the following documents:
- 12.2.1. the Licensee's memorandum and articles of association;



- 12.2.2. any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
- 12.2.3. any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3. The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4. The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:
- 12.5.1. the different genres;
- 12.5.2. South African television content; and
- 12.5.3. the use of each official language,
- in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African television performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.
- 12.6. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of advertisements broadcast on the licensed service during that quarter, including:
- 12.6.1. the extent, expressed as a number of minutes, to which advertisements were broadcast in every hour during that quarter; and
- 12.6.2. the extent, expressed as an average number of minutes per hour, to which advertisements were broadcast during that quarter.
- 12.7. The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.8. The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.
- 12.9. The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

**Human Resources, Training and Employment Equity**

- 12.10 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

**13. STANDARDS AND INTERFERENCE**

- 13.1. The Licensee shall, in the provision of the licensed service, comply with international technical standards.

- 13.2. The Licensee shall:

13.2.1. operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2. co-operate in every way possible with the Authority with a view to preventing such interference.

**14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

- 14.1. The Licensee must adopt and implement equal opportunity employment practices.

- 14.2. The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged with respect to:

- 14.3.1 its management and control structures;
- 14.3.2 skills development;
- 14.3.3 enterprise development; and
- 14.3.4 procurement.

**15. COMPLAINTS**

- 15.1. The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

- 15.2. The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

- 15.3. The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.



15.4. The Licensee shall:

15.4.1. adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2. submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5. The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16. DISPUTES

16.1. In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2. Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17. GENERAL

17.1. The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2. Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3. To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4. The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18. NOTICES AND ADDRESSES

18.1. Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1. if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2. if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;



- 18.1.3. if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
- 18.1.4. if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5. a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2. Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3. The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include



requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## SCHEDULE C

## SPECIAL CONDITIONS

## 1. OWNERSHIP AND CONTROL

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## 2. PROGRAMME CONTENT

## 2.1 General

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to:

2.1.1 provide a wide range of programming, in the official languages, that satisfies the requirements of section 6(4) of the Broadcasting Act;

2.1.2 provide programming that reflects both the unity and the diverse cultural and multilingual nature of the Republic and all of its cultures and regions to audiences;

2.1.3 make a substantive contribution to the achievement of the requirements of sections 8(d), 8(e), 10(1)(f) and 10(1)(i) of the Broadcasting Act.

## 2.2 Programme content per genre

The Licensee shall, in each financial year set out below, and with effect from the commencement of the relevant financial year, broadcast at least the following number of hours of programme material in the following genres during the South African television performance period:

[illegible]

<b>Children's</b>	15h / week	15h / week	15h / week	15h / week	15h / week	15h / week
<b>Education</b>	10h / week	10h / week	10h / week	10h / week	10h / week	10h / week

\* In the table set out above, "SA" refers to South African television content as defined in the Television Content Regulations.

### 2.3 Measurement and repeat broadcasts

The Licensee's compliance with the programming quotas set out in clause 2.2 above shall be measured as a weekly average over a period of one year commencing on the effective date and thereafter on the anniversary of the effective date provided that repeat broadcasts of programme material shall count towards the Licensee's compliance with the abovementioned quotas, provided further that repeat broadcasts of South African content shall continue to be governed by the Television Content Regulations.

### 2.4 Events of national interest

2.4.1 The Authority may, on written application by the Licensee, grant the Licensee exemption in writing, on such terms and conditions as the Authority deems necessary in the circumstances, from compliance with some or all of the programming obligations set out in the licence, for a specified period, in the event that the Licensee satisfies the Authority that it is unable to comply with such obligations as a result of the broadcast of any event of national interest.

2.4.2 The Licensee's written application for the exemption contemplated in clause 2.4.1 must be submitted to the Authority before the commencement of the broadcast of the relevant event of national interest, provided that, in exceptional circumstances, the Authority will accept and consider an application for such exemption after the commencement of such broadcast, provided further that the application is submitted to the Authority as soon as is reasonably practicable after such commencement.

2.4.3 The Licensee's written application for exemption must specify:

2.4.3.1 the nature of the event of national interest concerned;

2.4.3.2 the likely duration of the broadcast;

2.4.3.3 the basis on which the Licensee contends that:

2.4.3.3.1 the event is of national interest;

2.4.3.3.2 it will be unable to comply with some or all of its programming obligations if the broadcast were to take place.

2.4.4 The Authority may deal with the exemption application in accordance with such procedure as it may consider appropriate.

### 2.5 News and current affairs

The Licensee shall in the production and presentation of its news and current affairs programming:

2.5.1 exercise full editorial control in respect of the contents of such programming;



- 2.5.2 include matters of international, national, regional and, where appropriate, local significance;
- 2.5.3 meet the highest standards of journalistic professionalism;
- 2.5.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 2.5.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

#### 2.6 Programming targeted at children

In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 2.6.1 broadcast at times of the day when children are available to watch;
- 2.6.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;
- 2.6.3 educational and is made from children's point of view.

#### 2.7 Other requirements

The Licensee shall, during the South African television performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 2.7.1 people living with disabilities;
- 2.7.2 health-related issues;
- 2.7.3 gender issues; and
- 2.7.4 all age groups.

#### 2.8 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that:

- 2.8.1 reasonable provision is made for sign language translation to be provided during news bulletins transmitted in prime time and during other programme genres broadcast throughout the broadcast period; and
- 2.8.2 people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

### **3. LANGUAGE**

In providing the licensed service, the Licensee shall ensure that its programme material is provided in a balanced and reasonable spread of all official languages provided that, in each financial year set out below, and with effect from the commencement of the relevant financial year, the Licensee shall broadcast at least the following number of hours per week in official languages other than English:

	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY10/11	FY 11/12
Hours per week of official languages other than English (excluding marginalised languages) in prime time	17h18 min	17h36 min	18h12 min	18h06 min	18h06	18h06
Hours per week of marginalised languages in prime time	54 min	1h 24 min	1h 24 min	1h 54 min	1h 54 min	1h 54 min
Total hours per week of official languages other than English in prime time	18h12 min	19h	19h36 min	19h36 min	19h36 min	19h36 min
Total hours of official languages other than English during performance period	39h	41h	41h	41h	41h	41h

#### 4. ADVERTISEMENTS

The Licensee may not:

4.1 during any licence year, broadcast more than an average of 10 minutes of advertisements per hour on the licensed service;

4.2 broadcast advertisements in excess of 12 minutes in any one hour.



**PUBLIC TELEVISION BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSTV 3/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** COMMERCIAL SERVICE DIVISION  
**NAME OF SERVICE :** SABC 3  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2012

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC TELEVISION BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1. "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2. "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3. "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4. "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.5. "Constitution" means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.6. "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7. "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8. "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9. "financial year" means the financial year of the Licensee;
- 1.10. "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11. "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12. "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13. "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public television broadcasting service under the name and style of "SABC 3", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14. "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15. "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16. "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17. "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18. "official languages" means the languages specified in section 6(1) of the Constitution;
- 1.19. "prime time" means the period between 18h00 and 22h00 daily;
- 1.20. "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.21. "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.22. "South African television performance period" means the period between 05h00 and 23h00 daily;
- 1.23. "station identification" means the station identification as set out in clause 5 of this Schedule A; and
- 1.24. "Television Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.

## 2. AUTHORISATION

- 2.1. This licence authorises the Licensee to provide a national free-to-air public television broadcasting service:
- 2.1.1. in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2. in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3. on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2. The licensed service shall form part of the Licensee's commercial service division and shall be a full-spectrum television service providing a programming mix of informative, educational and entertaining material predominantly in the English language.

## 3. LICENCE AREA

The Licensee shall provide the licensed service throughout the Republic in accordance with the terms and conditions of Schedule B to the licence.

#### 4. LICENCE PERIOD

The licence shall remain valid for a period of 8 years, commencing on 23 March 2004 and expiring on 22 March 2012.

#### 5. STATION IDENTIFICATION

5.1. The station identification of the licensed service is "SABC 3".

5.2. The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3. The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### 6. HOURS OF BROADCAST

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1. such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1. take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2. notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2. the Licensee will have obtained the Authority's prior consent for such interruption.

#### 7. PROGRAMMING

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1. comply with the programming obligations imposed upon it by the applicable provisions of the Television Content Regulations;

7.2. take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### 8. RELIGION

To the extent that the Licensee provides programming of a religious nature, the Licensee shall ensure that such programming adequately reflects the diversity of South Africa's religions.

#### 9. CROSS-SUBSIDISATION

The licensed service, forming part of the Licensee's commercial service division, shall not be subsidised by any service forming part of the Licensee's public service division, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

- 10.1. Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1. broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2. inform the Authority of the receipt of such request.
- 10.2. The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3. The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1. The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1. any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;
  - 12.1.2. any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3. any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4. any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.
- 12.2. The Licensee must provide the Authority with certified copies of the following documents:
- 12.2.1. the Licensee's memorandum and articles of association;

12.2.2. any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3. any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3. The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4. The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1. the different genres;

12.5.2. South African television content; and

12.5.3. the use of each official language,

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African television performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of advertisements broadcast on the licensed service during that quarter, including:

12.6.1. the extent, expressed as a number of minutes, to which advertisements were broadcast in every hour during that quarter; and

12.6.2. the extent, expressed as an average number of minutes per hour, to which advertisements were broadcast during that quarter.

12.7. The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.8. The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.9. The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.



**Human Resources, Training and Employment Equity**

- 12.10 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

**13. STANDARDS AND INTERFERENCE**

- 13.1. The Licensee shall, in the provision of the licensed service, comply with international technical standards.
- 13.2. The Licensee shall:
- 13.2.1. operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;
  - 13.2.2. co-operate in every way possible with the Authority with a view to preventing such interference.

**14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

- 14.1. The Licensee must adopt and implement equal opportunity employment practices.
- 14.2. The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.
- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:
- 14.3.1 its management and control structures;
  - 14.3.2 skills development;
  - 14.3.3 enterprise development; and
  - 14.3.4 procurement.

**15. COMPLAINTS**

- 15.1. The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.
- 15.2. The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.
- 15.3. The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.
- 15.4. The Licensee shall:

15.4.1. adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2. submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5. The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16. DISPUTES

16.1. In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2. Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17. GENERAL

17.1. The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2. Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3. To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4. The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18. NOTICES AND ADDRESSES

18.1. Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1. if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2. if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3. if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;



- 18.1.4. if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5. a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2. Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3. The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with the licence.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor does cause interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 4 of Chapter IV of the Broadcasting Act.

**2. PROGRAMME CONTENT****2.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to:

2.1.1 provide a wide range of programming, in the official languages, that satisfies the requirements of section 6(4) of the Broadcasting Act;

2.1.2 provide programming that reflects both the unity and the diverse cultural and multilingual nature of the Republic and all of its cultures and regions to audiences;

2.1.3 make a substantive contribution to the achievement of the requirements of sections 8(d), 8(e), 10(1)(f) and 10(1)(i) of the Broadcasting Act.

**2.2 Programme content per genre**

The Licensee shall, in each financial year set out below, and with effect from the commencement of the relevant financial year, broadcast at least the following number of hours of programme material in the following genres during the South African television performance period:

	<b>FY 06/07</b>	<b>FY 07/08</b>	<b>FY 08/09</b>	<b>FY 09/10</b>	<b>FY10/11</b>	<b>FY 11/12</b>
<b>News</b>	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily	7h / week 3.5h in prime time 30 minutes packaged as a single programme daily
<b>Current Affairs</b>	5h / week 1h in prime time	5h / week 1h in prime time	5h / week 1h in prime time	5h / week 1h in prime time	5h / week 1h in prime time	5h / week 1h in prime time
<b>Informal Knowledge-Building</b>	11h / week 2h in prime time	11h / week 2h in prime time	11h / week 2h in prime time	12h / week 2h in prime time	12h / week 2h in prime time	12h / week 2h in prime time
<b>Documentary</b>	4h / week 1h in prime time	4h / week 1h in prime time	4h / week 1h in prime time	5h / week 2h in prime time	5h / week 2h in prime time	5h / week 2h in prime time
<b>Drama</b>	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time	24h / week 8h in prime time 4h SA in prime time
<b>Children's</b>	7h / week	7h / week	7h / week	12h / week	12h / week	12h / week



\* In the table set out above, "SA" refers to South African television content as defined in the Television Content Regulations.

### 2.3 Measurement and repeat broadcasts

The Licensee's compliance with the programming quotas set out in clause 2.2 above shall be measured as a weekly average over a period of one year commencing on the effective date and thereafter on the anniversary of the effective date provided that repeat broadcasts of programme material shall count towards the licensee's compliance with the abovementioned quotas, provided further that repeat broadcasts of South African content shall continue to be governed by the Television Content Regulations.

### 2.4 Events of national interest

2.4.1 The Authority may, on written application by the Licensee, grant the Licensee exemption in writing, on such terms and conditions as the Authority deems necessary in the circumstances, from compliance with some or all of the programming obligations set out in the licence, for a specified period, in the event that the Licensee satisfies the Authority that it is unable to comply with such obligations as a result of the broadcast of any event of national interest;

2.4.2 The Licensee's written application for the exemption contemplated in clause 2.4.1 must be submitted to the Authority before the commencement of the broadcast of the relevant event of national interest, provided that, in exceptional circumstances, the Authority will accept and consider an application for such exemption after the commencement of such broadcast, provided further that the application is submitted to the Authority as soon as is reasonably practicable after such commencement.

2.4.3 The Licensee's written application for exemption must specify:

2.4.3.1 the nature of the event of national interest concerned;

2.4.3.2 the likely duration of the broadcast;

2.4.3.3 the basis on which the Licensee contends that:

2.4.3.3.1 the event is of national interest;

2.4.3.3.2 it will be unable to comply with some or all of its programming obligations if the broadcast were to take place.

2.4.4 The Authority may deal with the exemption application in accordance with such procedure as it may consider appropriate.

### 2.5 News and current affairs

The Licensee shall in the production and presentation of its news and current affairs programming:

2.5.1 exercise full editorial control in respect of the contents of such programming;

- 2.5.2 include matters of international, national, regional and, where appropriate, local significance;
- 2.5.3 meet the highest standards of journalistic professionalism;
- 2.5.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 2.5.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

#### 2.6 Programming targeted at children

In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 2.6.1 broadcast at times of the day when children are available to watch;
- 2.6.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;
- 2.6.3 educational and is made from children's point of view.

#### 2.7 Other requirements

The Licensee shall, during the South African television performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 2.7.1 people living with disabilities;
- 2.7.2 health-related issues;
- 2.7.3 gender issues; and
- 2.7.4 all age groups.

#### 2.8 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that:

- 2.8.1 reasonable provision is made for sign language translation to be provided during news bulletins transmitted in prime time and during other programme genres broadcast throughout the broadcast period; and
- 2.8.2 people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

### **3 LANGUAGE**

In providing the licensed service, the Licensee shall ensure that its programme material is provided predominantly in the English language, provided that, in each financial year set out below, and with effect from the commencement of the relevant financial year, the Licensee shall broadcast at least the following percentage per week of its programme material in official languages other than English:



	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY10/11	FY 11/12
Total percentage per week of official languages other than English	5%	8%	8%	8%	10%	10%

#### 4 ADVERTISEMENTS

The Licensee may not:

- 4.1 during any licence year, broadcast more than an average of 10 minutes of advertisements per hour on the licensed service;
- 4.2 broadcast advertisements in excess of 12 minutes in any one hour.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 1/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** SA FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "SA FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;

- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.21 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial service divisions;
- 1.22 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.23 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "SAFM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:



- 12.2.1 the Licensee's memorandum and articles of association;
  - 12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
  - 12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:
- 12.5.1 the different genres; and
  - 12.5.2 the South African music content
- in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.
- 12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.
- 12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

- 12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### **13. STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### **14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### **15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member the public in respect of any aspect of the licensed service;



15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made, subject to the possibility of judicial review by a court of competent jurisdiction.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;



- 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head offices shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.



**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a full-spectrum service.

**3. BROADCAST LANGUAGE**

The Licensee shall provide the licensed service predominantly in English.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least 90 minutes of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service, broadcast at least four hours of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1)(g) of the Broadcasting Act) per week during the South African performance period, to be increased to two hours per week within eighteen months of the effective date.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least four hours of educational programming per week within the South African performance period.

#### 4.5 Drama

Within eighteen months from the effective date, the Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least six hours of informal knowledge-building programming per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.8.1 people living with disabilities;

4.8.2 health-related issues;

4.8.3 gender issues; and

4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 2/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** RSG  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "RSG", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;



- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.21 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.22 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.23 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "RSG".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.



### 13. STANDARDS AND INTERFERENCE

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### 14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

- 14.3.1 its management and control structures;
- 14.3.2 skills development;
- 14.3.3 enterprise development; and
- 14.3.4 procurement.

### 15 COMPLAINTS

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;

18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of



delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a full-spectrum service.

**3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in Afrikaans.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast in each financial year set out below, and with effect from the commencement of the relevant financial year, at least the following hours of programming targeted at children (as contemplated in section 10(1)(g) of the Broadcasting Act) per week during the South African performance period:



	FY 06/07	FY 07/08	FY 08/09	FY 09/10
Hours of children's programming per week	1h	4h	5h	7h

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 3/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** UMHLOBO WENENE FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 12 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1. "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2. "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3. "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4. "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5. "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6. "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7. "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8. "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9. "financial year" means the financial year of the Licensee;
- 1.10. "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11. "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12. "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13. "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Umhlobo Wenene FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14. "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15. "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;

- 1.16. "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17. "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18. "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19. "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20. "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21. "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22. "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23. "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24. "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1. This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1. in accordance with the terms and conditions of this licence, which shall take effect on the effective date ;
- 2.1.2. in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3. on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2. The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

- 5.1. The station identification of the licensed service is "Umhlobo Wenene FM".
- 5.2. The Licensee may not change its station identification without having obtained the Authority's prior consent.
- 5.3. The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

- 6.1. such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:
  - 6.1.1. take all reasonable steps to ensure the resumption of the licensed service without undue delay;
  - 6.1.2. notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;
- 6.2. the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

- 7.1. comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;
- 7.2. take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10. PUBLIC ANNOUNCEMENTS

- 10.1. Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1. broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2. inform the Authority of the receipt of such request.
- 10.2. The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3. The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1. The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1. any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;
  - 12.1.2. any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3. any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4. any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee;
- 12.2. The Licensee must provide the Authority with certified copies of the following documents:
- 12.2.1. the Licensee's memorandum and articles of association;



- 12.2.2. any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
- 12.2.3. any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3. The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4. The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1. the different genres; and

12.5.2. the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

- 12.6. The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.7. The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.
- 12.8. The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

- 12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13. STANDARDS AND INTERFERENCE**

- 13.1. The Licensee shall, in the provision of the licensed service, comply with international technical standards.
- 13.2. The Licensee shall:

13.2.1. operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2. co-operate in every way possible with the Authority with a view to preventing such interference.

#### **14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1. The Licensee must adopt and implement equal opportunity employment practices.

14.2. The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

- 14.3.1 its management and control structures;
- 14.3.2 skills development;
- 14.3.3 enterprise development; and
- 14.3.4 procurement.

#### **15. COMPLAINTS**

15.1. The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2. The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3. The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4. The Licensee shall:

15.4.1. adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2. submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5. The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.



## 16. DISPUTES

- 16.1. In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.
- 16.2. Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17. GENERAL

- 17.1. The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2. Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3. To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4. The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18. NOTICES AND ADDRESSES

- 18.1. Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1. if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
- 18.1.2. if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
- 18.1.3. if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
- 18.1.4. if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5. a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2. Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the

matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

- 18.3. The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.



1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## **2. FORMAT**

The licensed service shall be a full-spectrum service.

## **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in isiXhosa.

## **4. PROGRAMMING**

### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

### **4.3 Programming targeted at children**

4.3.3 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.4 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 4.3.4.1 broadcast at times of the day when children are available to listen;
- 4.3.4.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.4.3 educational and is made from children's point of view.

4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 4/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** UKHOZI FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Ukhozi FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

**4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

**5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Ukhozi FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

**6. HOURS OF BROADCAST**

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6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

**7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

**8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

**9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

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12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13. STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.



13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

**14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

**15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.
- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
- 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
- 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
- 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.



18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## **2. FORMAT**

The licensed service shall be a full-spectrum service.

## **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in isiZulu.

## **4. PROGRAMMING**

### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

4.2.3.1 exercise full editorial control in respect of the contents of such programming;

4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;

4.2.3.3 meet the highest standards of journalistic professionalism;

4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.



#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 5/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** LESEDI FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Lesedi FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March 2006;

- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date ;

2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;

2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Lesedi FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:



- 12.2.1 the Licensee's memorandum and articles of association;
  - 12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
  - 12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

- 12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.
- 12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

- 12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### **13. STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### **14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### **15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;



15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;

18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of



delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.



**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a full-spectrum service.

**3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in Sesotho.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.1 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 4.3.1.1 broadcast at times of the day when children are available to listen;
- 4.3.1.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;
- 4.3.1.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 6/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** MOTSWEDING FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

## SCHEDULE A

### GENERAL CONDITIONS

#### 1. INTERPRETATION

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Motsweding FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

- 2.1 This licence authorises the Licensee to provide a public sound broadcasting service:
- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
  - 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
  - 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Motsweding FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10 PUBLIC ANNOUNCEMENTS

- 10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2 inform the Authority of the receipt of such request.
- 10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;
  - 12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3 any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.



### **13 STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### **14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### **15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;

18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of



delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

#### **2. FORMAT**

The licensed service shall be a full-spectrum service.

#### **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in Setswana.

#### **4. PROGRAMMING**

##### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

##### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

4.2.3.1 exercise full editorial control in respect of the contents of such programming;

4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;

4.2.3.3 meet the highest standards of journalistic professionalism;

4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

##### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.



4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

4.4. Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.8.1 people living with disabilities;

4.8.2 health-related issues;

4.8.3 gender issues; and

4.8.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 7/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** THOBELA FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Thobela FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;

- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

- 2.1 This licence authorises the Licensee to provide a public sound broadcasting service:
- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
  - 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
  - 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Thobela FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10 PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.



12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### 13 STANDARDS AND INTERFERENCE

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### 14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### 15 COMPLAINTS

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;



15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## **17 GENERAL**

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## **18 NOTICES AND ADDRESSES**

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;

18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of



delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.



**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a full-spectrum service.

**3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in Sepedi.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall in the production and presentation of its news and current affairs programming:

4.2.3.1 exercise full editorial control in respect of the contents of such programming;

4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;

4.2.3.3 meet the highest standards of journalistic professionalism;

4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.1 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.1.1 broadcast at times of the day when children are available to listen;

4.3.1.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.1.3 educational and is made from children's point of view.

4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.8.1 people living with disabilities;

4.8.2 health-related issues;

4.8.3 gender issues; and

4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 8/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** LIGWALAGWALA FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Ligwalagwala FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Ligwalagwala FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

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## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

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12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

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12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

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12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

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#### **Financial**

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- 13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;
- 13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

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14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

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**15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

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15.4 The Licensee shall:

- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

- 15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.



## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

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18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.



18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## **2. FORMAT**

The licensed service shall be a full-spectrum service.

## **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in isiSwazi.

## **4. PROGRAMMING**

### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 4.3.2.1 broadcast at times of the day when children are available to listen;
- 4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;
- 4.3.2.3 educational and is made from children's point of view.



#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.8.1 people living with disabilities;

4.8.2 health-related issues;

4.8.3 gender issues; and

4.8.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 9/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** IKWEKWEZI FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## SCHEDULE A

### GENERAL CONDITIONS

#### 1. INTERPRETATION

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Ikwekwezi FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;

- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 109 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Ikwewezi FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10 PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.



12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### 13 STANDARDS AND INTERFERENCE

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### 14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### 15 COMPLAINTS

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;



15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## **17 GENERAL**

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## **18 NOTICES AND ADDRESSES**

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;



- 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.



## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

#### **2. FORMAT**

The licensed service shall be a full-spectrum service.

#### **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in the isiNdebele languages.

#### **4. PROGRAMMING**

##### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

##### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall in the production and presentation of its news and current affairs programming:

4.2.3.1 exercise full editorial control in respect of the contents of such programming;

4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;

4.2.3.3 meet the highest standards of journalistic professionalism;

4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

##### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.8.1 people living with disabilities;

4.8.2 health-related issues;

4.8.3 gender issues; and

4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 10/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** MUNGHANA LONENE FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Munghana Lonene FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

- 2.1 This licence authorises the Licensee to provide a public sound broadcasting service:
- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
  - 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
  - 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### **4. LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5. STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Munghana Lonene FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6. HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7. PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8. RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9. CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13. STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.



13.2 The Licensee shall:

- 13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;
- 13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

**14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

- 14.3.1 its management and control structures;
- 14.3.2 skills development;
- 14.3.3 enterprise development; and
- 14.3.4 procurement.

**15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;
- 15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;

18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.



18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operate the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## **2. FORMAT**

The licensed service shall be a full-spectrum service.

## **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in Xitsonga.

## **4. PROGRAMMING**

### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 4.3.2.1 broadcast at times of the day when children are available to listen;
- 4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;



4.3.2.3 educational and is made from children's point of view.

4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.

4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge building-programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 11/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** PHALAPHALA FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## SCHEDULE A

### GENERAL CONDITIONS

#### 1. INTERPRETATION

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Phalaphala FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;

- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.



#### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Phalaphala FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10 PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

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12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

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12.2.1 the Licensee's memorandum and articles of association;



12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

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### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

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15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

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15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

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## 16 DISPUTES

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- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.



1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

## **2. FORMAT**

The licensed service shall be a full-spectrum service.

## **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in tshiVenda.

## **4. PROGRAMMING**

### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least one hour of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

### **4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per day during the South African performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

- 4.3.2.1 broadcast at times of the day when children are available to listen;
- 4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;
- 4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least two and a half hours of drama per week, within the South African performance period, to be distributed reasonably evenly throughout the week.

#### 4.6 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.7 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.8 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.8.1 people living with disabilities;
- 4.8.2 health-related issues;
- 4.8.3 gender issues; and
- 4.8.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 12/2004

**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED

**DIVISION :** PUBLIC SERVICE DIVISION

**NAME OF SERVICE :** LOTUS FM

**FREQUENCY BAND :** SEE SCHEDULE B2

**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA

**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004

**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1. "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2. "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3. "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4. "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5. "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6. "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7. "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8. "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9. "financial year" means the financial year of the Licensee;
- 1.10. "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11. "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12. "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13. "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Lotus FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14. "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15. "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16. "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17. "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18. "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19. "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20. "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21. "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22. "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23. "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24. "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

- 2.1. This licence authorises the Licensee to provide a public sound broadcasting service:
- 2.1.1. in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2. in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3. on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2. The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3. LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### 4. LICENCE PERIOD

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### 5. STATION IDENTIFICATION

5.1. The station identification of the licensed service is "Lotus FM".

5.2. The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3. The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### 6. HOURS OF BROADCAST

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1. such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1. take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2. notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2. the Licensee will have obtained the Authority's prior consent for such interruption.

#### 7. PROGRAMMING

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1. comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2. take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### 8. RELIGION

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### 9. CROSS-SUBSIDISATION

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10. PUBLIC ANNOUNCEMENTS

- 10.1. Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1. broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2. inform the Authority of the receipt of such request.
- 10.2. The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3. The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11. FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12. INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1. The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1. any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;
  - 12.1.2. any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3. any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4. any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.
- 12.2. The Licensee must provide the Authority with certified copies of the following documents:
- 12.2.1. the Licensee's memorandum and articles of association;

- 12.2.2. any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
- 12.2.3. any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3. The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4. The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5. In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1. the different genres; and

12.5.2. the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

- 12.6. The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.7. The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.
- 12.8. The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

- 12.9. The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13. STANDARDS AND INTERFERENCE**

- 13.1. The Licensee shall, in the provision of the licensed service, comply with international technical standards.
- 13.2. The Licensee shall:



13.2.1. operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2. co-operate in every way possible with the Authority with a view to preventing such interference.

#### **14. EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1. The Licensee must adopt and implement equal opportunity employment practices.

14.2. The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

#### **15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.
- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.



18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a full-spectrum service.

**3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in English with specialist programmes in Hindi, Tamil, Urdu, Gujarati and Telegu.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least 90 minutes of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Drama**

The Licensee shall, in the provision of the licensed service, broadcast at least 4 hours of drama per week, during the South African performance period, to be distributed reasonably evenly throughout the week.



#### 4.4 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least four hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.6 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.6.1 people living with disabilities;
- 4.6.2 health-related issues;
- 4.6.3 gender issues; and
- 4.6.4 all age groups.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 13/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** RADIO 2000  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "Constitution" means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.8 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.9 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.10 "financial year" means the financial year of the Licensee;
- 1.11 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.12 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.13 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.14 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Radio 2000", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.15 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;

- 1.16 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.17 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.18 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.19 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.20 "official languages" means the languages specified in section 6(1) of the Constitution;
- 1.21 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.22 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.23 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.24 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.25 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.26 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a facility service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.



### **3 LICENCE AREA**

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Radio 2000".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

## 9 CROSS-SUBSIDISATION

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10 PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.



12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

#### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

#### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

#### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### 13 STANDARDS AND INTERFERENCE

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### 14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

### 15 COMPLAINTS

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.



- 15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.
- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the

day of delivery, provided it was delivered to a responsible person during ordinary business hours; and

18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.



**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The licensed service shall be a facility service in a balanced range of genres (including education, sports, religious programming and music) broadcast in a balanced range of official languages.

**3. BROADCAST LANGUAGE**

The Licensee shall provide the licensed service in a balanced range of official languages.

**4. GENERAL REQUIREMENTS**

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.1 people living with disabilities;
- 4.2 health-related issues;
- 4.3 gender issues; and
- 4.4 all age groups.

**5. PROGRAMMING FOR PEOPLE WITH DISABILITIES**

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 14/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** COMMERCIAL SERVICE DIVISION  
**NAME OF SERVICE :** 5 FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## SCHEDULE A

### GENERAL CONDITIONS

#### 1. INTERPRETATION

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.5 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.6 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.7 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.8 "financial year" means the financial year of the Licensee;
- 1.9 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.10 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.11 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.12 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "5 FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.13 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.14 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.15 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;

- 1.16 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.17 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.18 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.19 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.20 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.21 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.22 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's commercial service division and shall be a sound broadcasting service in the format and languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

## 4 LICENCE PERIOD

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.



## **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "5 FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

## **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

## **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

## **8 RELIGION**

To the extent that the Licensee provides programming of a religious nature, the Licensee shall ensure that such programming adequately reflects the diversity of South Africa's religions.

## **9 CROSS-SUBSIDISATION**

The licensed service, forming part of the Licensee's commercial service division, shall not be subsidised by any service forming part of the Licensee's public broadcasting service division, whether through the Licensee's shared services divisions or otherwise.

## **10 PUBLIC ANNOUNCEMENTS**

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;



12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.6 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.7 The Authority may require the Licensee to provide it with any other related financial information from that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.8 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13 STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

## **14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

14.1 The Licensee must adopt and implement equal opportunity employment practices.

14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.

14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:

14.3.1 its management and control structures;

14.3.2 skills development;

14.3.3 enterprise development; and

14.3.4 procurement.

## **15 COMPLAINTS**

15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.

15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.



- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with the licence.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor does cause interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.
- 1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 4 of Chapter IV of the Broadcasting Act.



## **2. PROGRAMME CONTENT**

2.1 The Licensee is encouraged to exceed the requirements imposed upon it by the applicable provisions of the Music Content Regulations.

2.2 The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 4.2.1 people living with disabilities;
- 4.2.2 health-related issues;
- 4.2.3 gender issues; and
- 4.2.4 all age groups.

2.3 The Licensee is encouraged to ensure that, in the provision of the licensed service, people with disabilities regularly participate in its programme material and are integrated into all aspects of the Licensee's activities including its community outreach programmes, in accordance with the Integrated National Disability Strategy.

## **3. FORMAT**

The Licensee must provide a sound broadcasting service in a Contemporary Hit Radio format. The programming provided by the Licensee during the South African performance period may not deviate more than 15% from this format.

## **4. BROADCAST LANGUAGE**

The Licensee shall provide the licensed service predominantly in English.

## **5. NEWS**

5.1 The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of news programming each day during the South African performance period.

5.2 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 5.2.1 exercise full editorial control in respect of the contents of such programming;
- 5.2.2 include matters of international, national, regional and, where appropriate, local significance;
- 5.2.3 meet the highest standards of journalistic professionalism;
- 5.2.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 5.2.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 15/2004

**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED

**DIVISION :** COMMERCIAL SERVICE DIVISION

**NAME OF SERVICE :** METRO FM

**FREQUENCY BAND :** SEE SCHEDULE B2

**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA

**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004

**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Metro FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;

- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.20 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.21 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.22 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.23 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's commercial service division and shall be a sound broadcasting service in the format and languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

## 4 LICENCE PERIOD

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.



## **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Metro FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

## **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

## **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

## **8 RELIGION**

To the extent that the Licensee provides programming of a religious nature, the Licensee shall ensure that such programming adequately reflects the diversity of South Africa's religions.

## **9 CROSS-SUBSIDISATION**

The licensed service, forming part of the Licensee's commercial service division, shall not be subsidised by any service forming part of the Licensee's public broadcasting service division, whether through the Licensee's shared services divisions or otherwise.

## **10 PUBLIC ANNOUNCEMENTS**

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;



12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.6 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.7 The Authority may require the Licensee to provide it with any other related financial information from that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.8 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13 STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

## **14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

- 14.1 The Licensee must adopt and implement equal opportunity employment practices.
- 14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.
- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:
- 14.3.1 its management and control structures;
  - 14.3.2 skills development;
  - 14.3.3 enterprise development; and
  - 14.3.4 procurement.

## **15 COMPLAINTS**

- 15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.
- 15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.
- 15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.
- 15.4 The Licensee shall:
- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;
  - 15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.
- 15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.



- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with the licence.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor does cause interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 4 of Chapter IV of the Broadcasting Act.



## **2. PROGRAMME CONTENT**

2.1 The Licensee is encouraged to exceed the requirements imposed upon it by the applicable provisions of the Music Content Regulations.

2.2 The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 2.2.1 people living with disabilities;
- 2.2.2 health-related issues;
- 2.2.3 gender issues; and
- 2.2.4 all age groups.

2.3 The Licensee is encouraged to ensure that, in the provision of the licensed service, people with disabilities regularly participate in its programme material and are integrated into all aspects of the Licensee's activities including its community outreach programmes, in accordance with the Integrated National Disability Strategy.

## **3. FORMAT**

The Licensee must provide a sound broadcasting service in an Urban Contemporary format. The programming provided by the Licensee during the South African performance period may not deviate more than 15% from this format.

## **4. BROADCAST LANGUAGE**

The Licensee shall provide the licensed service predominantly in English.

## **5. NEWS**

5.1 The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of news programming each day during the South African performance period.

5.2 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 5.1.1 exercise full editorial control in respect of the contents of such programming;
- 5.1.2 include matters of international, national, regional and, where appropriate, local significance;
- 5.1.3 meet the highest standards of journalistic professionalism;
- 5.1.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 5.1.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 18/2004

**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED

**DIVISION :** COMMERCIAL SERVICE DIVISION

**NAME OF SERVICE :** GOOD HOPE FM

**FREQUENCY BAND :** SEE SCHEDULE B2

**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA

**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004

**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.5 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.6 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.7 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.8 "financial year" means the financial year of the Licensee;
- 1.9 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.10 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.11 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.12 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "Good Hope FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.13 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.14 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.15 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;

- 1.16 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.17 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.18 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.19 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.20 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.21 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.22 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's commercial service division and shall be a sound broadcasting service in the format and languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

## 4 LICENCE PERIOD

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.



## **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "Good Hope FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

## **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

## **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

## **8 RELIGION**

To the extent that the Licensee provides programming of a religious nature, the Licensee shall ensure that such programming adequately reflects the diversity of South Africa's religions.

## **9 CROSS-SUBSIDISATION**

The licensed service, forming part of the Licensee's commercial service division, shall not be subsidised by any service forming part of the Licensee's public broadcasting service division, whether through the Licensee's shared services divisions or otherwise.

## **10 PUBLIC ANNOUNCEMENTS**

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;

12.1.3 any person in a position to veto any action taken by the Licensee's board; and

12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;



12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.6 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.7 The Authority may require the Licensee to provide it with any other related financial information from that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.8 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

## **13 STANDARDS AND INTERFERENCE**

13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.

13.2 The Licensee shall:

13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;

13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

## **14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

- 14.1 The Licensee must adopt and implement equal opportunity employment practices.
- 14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.
- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:
- 14.3.1 its management and control structures;
  - 14.3.2 skills development;
  - 14.3.3 enterprise development; and
  - 14.3.4 procurement.

## **15 COMPLAINTS**

- 15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.
- 15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.
- 15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.
- 15.4 The Licensee shall:
- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;
  - 15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.
- 15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

- 16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.



- 16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

- 17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.
- 17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.
- 17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.
- 17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

- 18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:
- 18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;
  - 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
  - 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
  - 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
  - 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.

- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with the licence.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor does cause interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

- 1.1 The State shall be the sole shareholder of the Licensee.
- 1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 4 of Chapter IV of the Broadcasting Act.



## **2. PROGRAMME CONTENT**

2.1 The Licensee is encouraged to exceed the requirements imposed upon it by the applicable provisions of the Music Content Regulations.

2.2 The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

- 2.2.1 people living with disabilities;
- 2.2.2 health-related issues;
- 2.2.3 gender issues; and
- 2.2.4 all age groups.

2.3 The Licensee is encouraged to ensure that, in the provision of the licensed service, people with disabilities regularly participate in its programme material and are integrated into all aspects of the Licensee's activities including its community outreach programmes, in accordance with the Integrated National Disability Strategy.

## **3. FORMAT**

The Licensee must provide a sound broadcasting service in a Contemporary Hit Radio Rhythmic format. The programming provided by the Licensee during the South African performance period may not deviate more than 15% from this format.

## **4. BROADCAST LANGUAGE**

The Licensee shall provide the licensed service predominantly in English and Afrikaans.

## **5. NEWS**

5.1 The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of news programming each day during the South African performance period.

5.2 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 5.2.1 exercise full editorial control in respect of the contents of such programming;
- 5.2.2 include matters of international, national, regional and, where appropriate, local significance;
- 5.2.3 meet the highest standards of journalistic professionalism;
- 5.2.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 5.2.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PS 22/2001  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** XK FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 04 AUGUST 2000  
**EXPIRY DATE OF LICENCE :** 03 AUGUST 2006

THIS LICENCE AUTHORIZES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



## **SCHEDULE A**

### **GENERAL CONDITIONS**

#### **1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1 "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2 "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3 "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4 "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5 "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6 "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7 "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8 "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9 "financial year" means the financial year of the Licensee;
- 1.10 "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11 "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12 "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13 "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "XK FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14 "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;

- 1.15 "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;
- 1.16 "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17 "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18 "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21 "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22 "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23 "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24 "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2 AUTHORISATION

- 2.1 This licence authorises the Licensee to provide a public sound broadcasting service:
- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
  - 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
  - 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.
- 2.2 The licensed service shall form part of the Licensee's public service division and shall be a full-spectrum sound broadcasting service providing a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.



### **3 LICENCE AREA**

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 August 2004 and expiring on 22 August 2006.

### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "XK FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

## 9 CROSS-SUBSIDISATION

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.

## 10 PUBLIC ANNOUNCEMENTS

10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:

10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;

10.1.2 inform the Authority of the receipt of such request.

10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.

10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and

11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:

12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;

12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;



- 12.1.3 any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.
- 12.2 The Licensee must provide the Authority with certified copies of the following documents:
- 12.2.1 the Licensee's memorandum and articles of association;
  - 12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;
  - 12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.
- 12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.
- 12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

- 12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:
- 12.5.1 the different genres; and
  - 12.5.2 the South African music content
- in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.
- 12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

- 12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

- 12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

#### **Human Resources, Training and Employment Equity**

- 12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.

### **13 STANDARDS AND INTERFERENCE**

- 13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.
- 13.2 The Licensee shall:
- 13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;
  - 13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### **14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT**

- 14.1 The Licensee must adopt and implement equal opportunity employment practices.
- 14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.
- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:
- 14.3.1 its management and control structures;
  - 14.3.2 skills development;
  - 14.3.3 enterprise development; and
  - 14.3.4 procurement.

### **15 COMPLAINTS**

- 15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.
- 15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.



15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.

15.4 The Licensee shall:

15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## 16 DISPUTES

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## 17 GENERAL

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## 18 NOTICES AND ADDRESSES

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;



- 18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;
- 18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;
- 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.



6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

## **SCHEDULE C**

### **SPECIAL CONDITIONS**

#### **1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

#### **2. FORMAT**

The licensed service shall be a full-spectrum service.

#### **3. BROADCAST LANGUAGE**

The Licensee shall broadcast predominantly in the !Xun and the Khwe language groups.

#### **4. PROGRAMMING**

##### **4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

##### **4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least 30 minutes of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

4.2.3.1 exercise full editorial control in respect of the contents of such programming;

4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;

4.2.3.3 meet the highest standards of journalistic professionalism;

4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and

4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

#### 4.3 Programming targeted at children

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least 15 minutes of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per week during the South African television performance period.

4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least five hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least three hours of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.6 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.7 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.7.1 people living with disabilities;

4.7.2 health-related issues;

4.7.3 gender issues; and

4.7.4 all age groups.



**PUBLIC SOUND BROADCASTING LICENCE**

**LICENCE NUMBER :** PBSR 23/2004  
**LICENSEE :** SOUTH AFRICAN BROADCASTING CORPORATION LIMITED  
**DIVISION :** PUBLIC SERVICE DIVISION  
**NAME OF SERVICE :** CKI FM  
**FREQUENCY BAND :** SEE SCHEDULE B2  
**LICENCE AREA :** REPUBLIC OF SOUTH AFRICA  
**COMMENCEMENT DATE OF LICENCE :** 23 MARCH 2004  
**EXPIRY DATE OF LICENCE :** 22 MARCH 2010

THIS LICENCE AUTHORISES THE LICENSEE TO PROVIDE A PUBLIC SOUND BROADCASTING SERVICE CONDITIONAL UPON COMPLIANCE WITH THE TERMS, CONDITIONS AND OBLIGATIONS SET OUT IN THE ATTACHED SCHEDULES, AND WITH EFFECT FROM 23 MARCH 2006 REPLACES THE LICENCE ISSUED TO THE LICENSEE ON 23 MARCH 2004.

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA AT SANDTON ON THIS \_\_ DAY OF \_\_\_\_\_ 2005**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

**SCHEDULE A****GENERAL CONDITIONS****1. INTERPRETATION**

In this licence, any word, term or expression to which a meaning has been assigned in the IBA Act or the Broadcasting Act or in any regulations promulgated under those Acts shall have that meaning unless stated otherwise or inconsistent with the context, and the following words, terms and expressions shall have the meanings assigned to them below:

- 1.1. "Authority" means the Independent Communications Authority of South Africa, established by section 3 of the ICASA Act;
- 1.2. "Broadcasting Act" means the Broadcasting Act, Act 4 of 1999;
- 1.3. "broadcast period" means the 24-hour period from 00h00 until 24h00 every day;
- 1.4. "commercial broadcasting service" means any broadcasting service provided by the Licensee and falling within its commercial service division;
- 1.5. "consent" means approval in writing given by the Chairperson of Council, any member of Council, the Chief Executive Officer or any official of the Authority duly authorised by Council to act for and on behalf of the Authority in relation to the act in question;
- 1.6. "control" includes any instance of control as contemplated in section 1(2) of the IBA Act as read with Schedule 2 to the IBA Act;
- 1.7. "Council" means the Council of the Authority, as contemplated in sections 3(2) and 5 of the ICASA Act;
- 1.8. "effective date" means the date from and upon which the licence conditions set out in this licence become effective, being 23 March 2006;
- 1.9. "financial year" means the financial year of the Licensee;
- 1.10. "historically disadvantaged persons" means South African citizens who are black people, women or people with disabilities and the term "black people" shall include Africans, Indians and Coloureds;
- 1.11. "IBA Act" means the Independent Broadcasting Authority Act, Act 153 of 1993;
- 1.12. "ICASA Act" means the Independent Communications Authority of South Africa Act, Act 13 of 2000;
- 1.13. "licence" means the licence granted to the Licensee by the Authority, authorising it to provide a public sound broadcasting service under the name and style of "CKI FM", to which this Schedule A is attached, and includes this Schedule A and the other schedules attached to the licence;
- 1.14. "licence period" means the period of validity of the licence, as described in clause 4 of this Schedule A;
- 1.15. "licence year" means each successive year of the licence period, commencing initially on the effective date and thereafter on 23 March annually;



- 1.16. "licensed service" means the service which the Licensee is authorised to provide in terms of the licence, as described in clause 2 of this Schedule A;
- 1.17. "Licensee" means the South African Broadcasting Corporation Limited;
- 1.18. "Music Content Regulations" means the ICASA South African Television Content Regulations, 2002, published in *Government Gazette* No 25378 of 22 August 2003, as amended from time to time, or such other regulations as may be promulgated from time to time in terms of section 53 of the IBA Act.
- 1.19. "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;
- 1.20. "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;
- 1.21. "Republic" means the Republic of South Africa, governed by the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.22. "shared services divisions" means those divisions of the Licensee which provide administrative and support services (including, but not limited to financial, legal, human resources, technological, news programming, library, archive, marketing, sales and audience services) to the Licensee and the broadcasting services in its public and commercial services divisions;
- 1.23. "South African performance period" means the period between 05h00 and 23h00 daily; and
- 1.24. "station identification" means the station identification as set out in clause 5 of this Schedule A.

## 2. AUTHORISATION

2.1 This licence authorises the Licensee to provide a public sound broadcasting service:

- 2.1.1 in accordance with the terms and conditions of this licence, which shall take effect on the effective date;
- 2.1.2 in compliance with the provisions of the IBA Act, the Broadcasting Act, the applicable regulations promulgated under those Acts, and the applicable codes of conduct;
- 2.1.3 on the frequencies set out in Schedule B to this licence or on such other frequencies as the Authority may determine from time to time.

2.2 The licensed service shall form part of the Licensee's public service division and shall provide a programming mix of informative, educational and entertaining material in the languages set out in Schedule C.

## 3 LICENCE AREA

The Licensee shall provide the licensed service in the licence area specified in Schedule B to the licence.

#### **4 LICENCE PERIOD**

The licence shall remain valid for a period of 6 years, commencing on 23 March 2004 and expiring on 22 March 2010.

#### **5 STATION IDENTIFICATION**

5.1 The station identification of the licensed service is "CKI FM".

5.2 The Licensee may not change its station identification without having obtained the Authority's prior consent.

5.3 The Licensee must clearly identify itself, by means of its station identification, at intervals of not more than 60 minutes throughout the broadcast period.

#### **6 HOURS OF BROADCAST**

For the duration of the licence period, the Licensee shall provide the licensed service continuously throughout the broadcast period, without any interruption, unless:

6.1 such interruption is due to circumstances beyond the Licensee's control, in which case the Licensee shall:

6.1.1 take all reasonable steps to ensure the resumption of the licensed service without undue delay;

6.1.2 notify the Authority in writing of the reasons for such interruption and the steps taken by the Licensee to ensure the expeditious resumption of the licensed service;

6.2 the Licensee will have obtained the Authority's prior consent for such interruption.

#### **7 PROGRAMMING**

Without derogating from the specific obligations set out in Schedule C, the Licensee shall, in the provision of the licensed service:

7.1 comply with the programming obligations imposed upon it by the applicable provisions of the Music Content Regulations;

7.2 take reasonable steps to make a substantive contribution to the achievement of the applicable requirements of sections 2, 3(4), 3(5), 3(6) and 3(7) of the Broadcasting Act and section 2 of the IBA Act.

#### **8 RELIGION**

The Licensee must ensure that its programming adequately reflects the diversity of South Africa's religions.

#### **9 CROSS-SUBSIDISATION**

The revenue generated for the Licensee by the licensed service, being part of the Licensee's public service division, shall not be used to subsidise any commercial broadcasting service, whether through the Licensee's shared services divisions or otherwise.



## 10 PUBLIC ANNOUNCEMENTS

- 10.1 Whenever requested by the national or a provincial commissioner of the South African Police Service to do so, the Licensee shall:
- 10.1.1 broadcast on the licensed service, without charge and in such manner and at such time as may reasonably be requested by that commissioner, any information or other matter concerning a disaster or immediate grave danger;
  - 10.1.2 inform the Authority of the receipt of such request.
- 10.2 The Licensee shall require that any request made to it in terms of clause 10.1 be confirmed in writing within 24 hours of its first having been made, and shall forward a copy of such written request to the Authority within 48 hours of receiving it.
- 10.3 The Licensee shall, whenever requested to do so by the Authority, broadcast without charge such particulars at such intervals as the Authority may reasonably request for the purpose of publicising any applications, enquiries or hearings concerning the Licensee.

## 11 FEES

The Licensee shall be required to:

- 11.1 pay such annual licence fees, if any, as the Authority may determine from time to time; and
- 11.2 pay such administrative fees, if any, in respect of applications for the renewal or amendment of this licence as the Authority may prescribe from time to time.

## 12 INFORMATION TO BE FURNISHED TO THE AUTHORITY

### Control and Management

- 12.1 The Licensee must inform the Authority of the name, nationality and physical residential and business addresses, or any changes thereto, of:
- 12.1.1 any person appointed as a member of the Licensee's board, and of any member of the board who resigns or who is removed from office;
  - 12.1.2 any person in a position to exercise direct or indirect control over a significant proportion of the operations of the Licensee in providing the licensed service;
  - 12.1.3 any person in a position to veto any action taken by the Licensee's board; and
  - 12.1.4 any person who is in a position to give or exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management or affairs of the Licensee.

12.2 The Licensee must provide the Authority with certified copies of the following documents:

12.2.1 the Licensee's memorandum and articles of association;

12.2.2 any management agreement relating to the Licensee, including any service agreement relating to the overall operations or affairs of the Licensee or a significant proportion thereof;

12.2.3 any other agreement which is likely to affect the control, management, programming or operation of the licensed service, including (but not limited to) the Licensee's shareholder compact.

12.3 The Licensee must provide the Authority with the information and documents specified in clauses 12.1 and 12.2 within 30 days of the effective date and thereafter within 14 days of any change in such information or the conclusion or finalisation of such documents, as the case may be.

12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it.

### **Programming**

12.5 In each licence year, the Licensee shall, within 30 days of the end of each quarter, submit to the Authority written records indicating the extent of:

12.5.1 the different genres; and

12.5.2 the South African music content

in programme material broadcast on the licensed service during that quarter, in each instance distinguishing between genres, providing the relevant details in relation to prime time and the South African performance period, and expressing the relevant details both as an aggregate in minutes and as a percentage of the total of all such programme material.

12.6 The Licensee shall retain, for a period of 30 days, a recording of every programme broadcast by it in the course of the provision of the licensed service in a format acceptable to and compatible with the equipment used by the Authority, as required by section 55 of the IBA Act.

### **Financial**

12.7 The Licensee shall provide the Authority with the annual financial statements of the licensed service within four months of the end of the financial year.

12.8 The Authority may require the Licensee to provide it with any other related financial information that may be reasonably necessary to monitor the Licensee's compliance with clause 9 above.

### **Human Resources, Training and Employment Equity**

12.9 The Licensee shall, within 30 days of the end of each financial year, provide the Authority with written information on its compliance with clause 14 below.



### 13 STANDARDS AND INTERFERENCE

- 13.1 The Licensee shall, in the provision of the licensed service, comply with international technical standards.
- 13.2 The Licensee shall:
- 13.2.1 operate the licensed service with such apparatus and in such a manner as not to cause harmful interference with the efficient and convenient working, maintenance or use of any licensed broadcasting or telecommunication service;
  - 13.2.2 co-operate in every way possible with the Authority with a view to preventing such interference.

### 14 EQUAL OPPORTUNITY EMPLOYMENT PRACTICES AND HUMAN RESOURCES DEVELOPMENT

- 14.1 The Licensee must adopt and implement equal opportunity employment practices.
- 14.2 The Licensee must ensure that its management and staff are representative of South African society and that its human resource policies, particularly with regard to historically disadvantaged persons, take into account the development of managerial, production, technical and other skills and expertise.
- 14.3 The Licensee shall endeavour to achieve fair and reasonable participation by historically disadvantaged persons with respect to:
- 14.3.1 its management and control structures;
  - 14.3.2 skills development;
  - 14.3.3 enterprise development; and
  - 14.3.4 procurement.

### 15 COMPLAINTS

- 15.1 The Licensee's Group Chief Executive or Chief Operations Officer, or any other person designated by him or her and in the Licensee's full-time employ, shall respond to complaints made to it regarding any aspect of the licensed service and shall take appropriate steps in respect of such complaints.
- 15.2 The Licensee shall notify the Authority of the name, telephone and telefax numbers and e-mail address of the person designated in terms of clause 15.1 within 10 days of the effective date and thereafter within 10 days of any change in the identity, telephone or telefax number or e-mail address of the designated person.
- 15.3 The Licensee shall regularly broadcast on the licensed service information about the manner in which members of the public may lodge complaints in respect of any aspect of the licensed service.
- 15.4 The Licensee shall:
- 15.4.1 adopt procedures acceptable to the Authority for receiving, hearing and addressing complaints received from any member of the public in respect of any aspect of the licensed service;

15.4.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the effective date.

15.5 The Licensee shall, within one month of the end of each licence year, submit to the Authority a written report on complaints received by it with respect to the licensed service during that licence year, which report shall include information on the manner in which the Licensee addressed each complaint.

## **16 DISPUTES**

16.1 In the event of any dispute arising regarding the interpretation of any provision of the licence, the Authority shall be entitled to make a ruling regarding the interpretation of that provision, provided that the Licensee shall be afforded an opportunity to make submissions to the Authority before any such ruling is made.

16.2 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee, subject to the possibility of judicial review by a court of competent jurisdiction.

## **17 GENERAL**

17.1 The licence or any rights conferred in terms of it may not be ceded, transferred, assigned, pledged or otherwise disposed of by the Licensee, save in terms of section 74 of the IBA Act.

17.2 Should any provision of the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

17.3 To the extent that the licence may be inconsistent with any statute or regulations, such statute or regulations shall take precedence.

17.4 The Licensee shall be bound by all statements, undertakings, promises and representations made by it or on its behalf in or in connection with any application made by it for the issue, amendment or renewal of the licence.

## **18 NOTICES AND ADDRESSES**

18.1 Any notice or other communication to be given by the Authority or the Licensee in connection with the licence shall be valid and effective only if it is given in writing, provided that any notice given by telefax or transmitted by e-mail shall be regarded for this purpose as having been given in writing, and that, unless the contrary is proved:

18.1.1 if posted by pre-paid registered post from an address within the Republic, the communication shall be deemed to have been received on the seventh day after the date of posting;

18.1.2 if sent by telefax, the communication shall be deemed to have been received after 4 normal hours of business of the receiving party have elapsed from the time of sending;

18.1.3 if transmitted by e-mail, the communication shall be deemed to have been received after one normal business hour of the receiving party has elapsed from the time of sending;



- 18.1.4 if delivered by hand to the physical address of the intended recipient, the communication shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours; and
- 18.1.5 a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.2 Any communication from the Licensee to the Authority shall be marked for the attention of such official as the Authority may designate from time to time in regard to the matter or type of matter in question, or, failing such notification, the Chairperson of Council or the Chief Executive Officer of the Authority.
- 18.3 The Licensee shall, within 10 days of the effective date, provide the Authority with an address at which it will accept formal service of letters, documents and legal process, and with a telephone and telefax number and e-mail address through which it can be contacted. The Licensee shall notify the Authority in writing of any change in such address, telephone number or telefax number and e-mail address, and this notification shall become effective 10 days after the day of receipt of the notice.

## **SCHEDULE B1**

### **TECHNICAL CONDITIONS**

1. This schedule of technical conditions is an integral part of the licence and must be read in conjunction with it.
2. The Licensee's head office shall be situated at Henley Road, Auckland Park, Johannesburg.
3. The signal distribution service is to be conducted by a licensed broadcasting signal distributor which in this case is Sentech Ltd.
4. The Licensee must operate the broadcasting service and must ensure that its signal distributor operates the studio-to-transmitter links (STL), strictly in accordance with the technical specifications contained in Schedule B2 to this licence.
5. The technical apparatus used by the Licensee must satisfy the requirements of the Authority at all times. The Licensee must ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services. If the equipment of the Licensee or its signal distributor is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
6. The transmitting station of the Licensee must be operated and maintained by competent persons at all times.
7. The Authority has the right to conduct such tests as may be necessary on any of the Licensee's technical equipment used by or on behalf of the Licensee. This may include requiring the Licensee to switch off certain equipment and cease broadcasting for such reasonable period as the Authority may need to conduct the test in question.

**SCHEDULE C****SPECIAL CONDITIONS****1. OWNERSHIP AND CONTROL**

1.1 The State shall be the sole shareholder of the Licensee.

1.2 The Licensee shall be governed and controlled in accordance with the provisions of Part 3 of Chapter IV of the Broadcasting Act.

**2. FORMAT**

The Licensee must provide a service with an Urban Contemporary Music format.

**3. BROADCAST LANGUAGE**

The licensee shall broadcast predominantly in 60% English and 40% isiXhosa.

**4. PROGRAMMING****4.1 General**

Without derogating from the specific obligations set out below, the Licensee shall, in the provision of the licensed service, take reasonable steps to provide programming that reflects both the cultural and traditional needs of its audience.

**4.2 News and current affairs**

4.2.1 The Licensee shall, in the provision of the licensed service, broadcast at least one hour of news programming each day during the South African performance period.

4.2.2 The Licensee shall, in the provision of the licensed service broadcast at least 30 minutes of current affairs programming each day during the South African performance period.

4.2.3 The Licensee shall, in the production and presentation of its news and current affairs programming:

- 4.2.3.1 exercise full editorial control in respect of the contents of such programming;
- 4.2.3.2 include matters of international, national, regional and, where appropriate, local significance;
- 4.2.3.3 meet the highest standards of journalistic professionalism;
- 4.2.3.4 provide fair, unbiased, impartial and balanced coverage independent from governmental, commercial or other interference; and
- 4.2.3.5 provide a reasonable opportunity for the public to receive a variety of points of view on matters of public concern.

**4.3 Programming targeted at children**

4.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of programming targeted at children (as contemplated in section 10(1) (g) of the Broadcasting Act) per week during the South African television performance period.



4.3.2 In the production and presentation of its children's programming, the Licensee shall ensure that such children's programming is:

4.3.2.1 broadcast at times of the day when children are available to listen;

4.3.2.2 targeted at and appropriate for children between the ages of 0 to 6 years and 7 to 12 years respectively;

4.3.2.3 educational and is made from children's point of view.

#### 4.4 Educational programming

The Licensee shall, in the provision of the licensed service, broadcast at least two hours of educational programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.5 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least one hour of informal knowledge-building programming (as contemplated in section 10(1)(e) of the Broadcasting Act) per week within the South African performance period.

#### 4.6 Programming for people with disabilities

The Licensee shall, in the provision of the licensed service, ensure that people with disabilities regularly feature and participate in its programme material in accordance with the Integrated National Disability Strategy.

#### 4.7 Other requirements

The Licensee shall, during the South African performance period, provide programme material that caters and has due regard for the interests of all sectors of South African society and shall provide programming on and relevant to the following:

4.7.1 people living with disabilities;

4.7.2 health-related issues;

4.7.3 gender issues; and

4.7.4 all age groups.



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