Government Gazette

REPUBLIC OF SOUTH AFRICA

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GENERAL NOTICE

NOTICE *262* OF *2005*

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

The Independent Communications Authority of South Africa ("the Authority") hereby gives notice of the draft amended terms and conditions of the sound and television broadcasting licences of the South African Broadcasting Corporation Limited ("SABC") for public comment.

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.

Interested persons are hereby invited to make written representations on the proposed amended licence conditions to the Authority by 14 March 2005.

The SABC shall be entitled to respond in writing to the written representations made by interested persons on the proposed amendments, and any such written response must be submitted to the Authority 4 April 2005. The SABC must, at the time of submitting its written response, furnish proof to the Authority's satisfaction that it has delivered a copy of the response by hand, or has sent a

copy of the response by registered mail or by facsimile, to the relevant persons having made written representations.

All written representations, regarding the draft licence conditions must be directed to Ms. Lydia Jordaan, Senior Manager: Licensing, Monitoring and Complaints at Block D, Pinmill Farm, 164 Katherine Street, Sandton, Johannesburg or Private Bag X10002, Sandton, 2146 or by fax (011) 444 5960.

Persons, who lodge representations in terms hereof, shall at the time of lodgement furnish proof to the satisfaction of the Authority that a copy of the representation has been sent by registered post or delivered or faxed to Ms Lara Kantor, General Manager: Policy and Regulatory Affairs at the SABC, Radio Park, Henley Road, Auckland Park, Johannesburg 2092 or Private Bag X1 Auckland Park 2092 or by fax (011) 714 4508.

Copies of the abovementioned reasons for the Authority's decision and of the draft licence terms and conditions may be collected from or perused at the Authority's offices during office hours, and are also accessible on the Authority's internet website at www.icasa.org.za . Interested persons may also request that copies of these documents be sent to them by post or by e-mail.

MANDLA LANGA
CHAIRPERSON



Independent Communications Authority of South Africa
Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

PUBLIC TELEVISION BROADCASTING LICENCE

LICENCE NUMBER : P B S N 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.

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 "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 "SABC1", 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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "Nguni languages" means isiXhosa, isiZulu, isiNdebele and siSwati;

1.19 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 18h00 and 22h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

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;

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 the Nguni languages and 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 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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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:

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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 licence being issued or 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 licence being issued.

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.

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 licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

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

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

2.1.1.2 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;

2.1.1.3 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.

2.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre than required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity may not be reduced below the minimum requirement set out below in relation to the relevant genre.

2.2 News, information and current affairs

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

2.2.1 broadcast at least one hour of news programming each day within the South African television performance period, of which at least 30 minutes shall be packaged as a single programme broadcast during prime time;

2.2.2 broadcast at least seven hours of information and current affairs programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time;

2.2.3 in the production and presentation of its news, information and current affairs programming:

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

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

2.2.3.3 meet the highest standards of journalistic professionalism;

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

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

2.3 Educational Programming

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

2.4 Drama

2.4.1 The Licensee shall, in the provision of the licensed service, broadcast at least 24 hours of drama per week within the South African television performance period, of which a minimum of five hours per week shall be broadcast during prime time.

2.4.2 The Licensee shall broadcast a minimum of two and a half hours of South African drama per week during prime time.

2.5 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least fourteen hours of informal knowledge-building programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.6 Documentary programmes

The Licensee shall, in the provision of the licensed service, broadcast at least seven hours of documentary programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.7 Programming targeted at children

2.7.1 The Licensee shall, in the provision of the licensed service, broadcast at least twelve hours 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.

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

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

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

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

2.8 General requirements

The Licensee shall, during the South African performance period provide programme material that caters for the interests of all sectors of South African society and shall provide information on and relevant to the following;

2.8.1 people living with disabilities;
2.8.2 health-related issues;
2.8.3 gender issues; and
2.8.4 all age groups

2.9 Programming for people with disabilities

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

2.9.1 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 day; and

2.9.2 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:

3.1 ensure a balanced and reasonable spread of the various Nguni languages and the English language throughout the various programme genres;

3.2 progressively increase the proportion of programming provided in the Nguni languages so that, within eighteen months of the licence being issued, a minimum of 80% of all programming broadcast on the licensed service shall be in the Nguni languages.

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 112004

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.

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. "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 2", 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 on the first anniversary of the commencement of the licence after the issue of the licence;

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. "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;

1.22. "Sesotho languages" means the Sepedi, Sesotho and Setswana languages;

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;

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 Afrikaans, the Sesotho languages, xiTsonga, tshiVenda and English.

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2. any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3. 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;

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

12.1.5. 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2. The Licensee must ensure that the licensed service's 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 in the licensed service 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 licence being issued or 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 licence being issued.

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.

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 licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

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

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

2.1.1.2 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;

2.1.1.3 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.

2.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre than required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity may not be reduced below the minimum requirement set out below in relation to the relevant genre.

2.2 News, information and current affairs

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

2.2.1 broadcast at least one hour of news programming each day within the South African television performance period, of which at least 30 minutes shall be packaged as a single programme broadcast during prime time;

2.2.2 broadcast at least seven hours of information and current affairs programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time;

2.2.3 in the production and presentation of its news, information and current affairs programming:

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

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

2.2.3.3 meet the highest standards of journalistic professionalism;

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

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

2.3 Educational Programming

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

2.4 Drama

2.4.1 The Licensee shall, in the provision of the licensed service, broadcast at least **24** hours of drama per week within the South African television performance period, of which a minimum of five hours per week shall be broadcast during prime time.

2.4.2 The Licensee shall broadcast a minimum of two and a half hours of South African drama per week during prime time.

2.5 Informal Knowledge-Building Programmes

The Licensee shall, in the provision of the licensed service, broadcast at least fourteen hours of informal knowledge-building programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.6 Documentary programmes

The Licensee shall, in the provision of the licensed service, broadcast at least seven hours of documentary programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.7 Programming targeted at children

2.7.1 The Licensee shall, in the provision of the licensed service, broadcast at least twelve hours 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.

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

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

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

2.7.2.3 educational and is made from children's point of view

2.8 General requirements

The Licensee shall, during the South African performance period provide programme material that caters for the interests of all sectors of South African society and shall provide information on and relevant to the following;

2.8.1 people living with disabilities;
2.8.2 health-related issues;
2.8.3 gender issues; and
2.8.4 all age groups

2.9 Programming for people with disabilities

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

2.9.1 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 day; and

2.9.2 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:

3.1 ensure a balanced and reasonable spread of Afrikaans, the Sesotho languages, xiTsonga, tshiVenda and the English language throughout the various programme genres;

3.2 progressively increase the proportion of programming provided in Afrikaans, the Sesotho languages, xiTsonga and tshiVenda so that, within eighteen months of the licence being issued, a minimum of 80% of all programming broadcast on the licensed service shall be in these languages.

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 SETOUTINTHEATTACHEDSCHEDULES.

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 a commercial service of the licensee

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. "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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. "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;

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:

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2. any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3. 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;

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

12.1.5. 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; and

12.1.6. any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 from 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 in respect of the licensed service.

14.2. The Licensee must ensure that the licensed service's 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 in the licensed service 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 licence being issued or 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 licence being issued.

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.

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 licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

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

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

2.1.1.2 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;

2.1.1.3 make a substantive contribution to the achievement of the requirements of sections 8(d), 8(e), 11(1)(b) and (11(1)(c) of the Broadcasting Act.

2.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre than required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity may not be reduced below the minimum requirement set out below in relation to the relevant genre.

2.2 News, information and current affairs

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

2.2.1 broadcast at least one hour of news programming each day within the South African television performance period, of which at least 30 minutes shall be packaged as a single programme broadcast during prime time;

2.2.2 broadcast at least seven hours of information and current affairs programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time;

2.2.3 in the production and presentation of its news, information and current affairs programming:

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

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

2.2.3.3 meet the highest standards of journalistic professionalism:

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

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

2.3 Drama

2.3.1 The Licensee shall, in the provision of the licensed service, broadcast at least 18 hours of drama per week within the South African television performance period.

2.3.2 The Licensee shall broadcast a minimum of two and a half hours of South African drama per week during prime time.

2.4 Informal Knowledge-Building Pronrammes

The Licensee shall, in the provision of the licensed service, broadcast at least twelve hours of informal knowledge-building programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.5 Documentary programmes

The Licensee shall, in the provision of the licensed service, broadcast at least 5 hours of documentary programming per week within the South African television performance period, of which a minimum of two hours per week shall be broadcast during prime time.

2.6 Programming targeted at children

2.6.1 Within eighteen months from the date of issue of this licence, and subject to clause 2.6.2 below, the Licensee shall, in the provision of the licensed service, broadcast at least six hours 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.

2.6.2 Within 36 months from the date of issue of this licence, the licensee shall increase the amount of children's programming broadcast in the licensed service to at least twelve hours per week during the South African performance period.

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

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

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

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

2.7 General requirements

The Licensee shall, during the South African performance period provide programme material that caters for the interests of all sectors of South African society and shall provide information 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 day; 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

The licensed service shall be provided predominantly in English.

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 B I

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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 information and current affairs

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

4.4 Programming targeted at children

4.4.1 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 this licence being issued.

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

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

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

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

4.5 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.

4.6 Drama

Within eighteen months from the date of issue of this licence, the Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, on weekdays, within the South African performance period.

4.7 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.

4.8 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 **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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion **of** the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of **a** loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within **10** days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Programming targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 Informal Knowledge Building Prosrammes

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,

4.8 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.

4.9 General reauirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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.

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. "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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. "official languages" means the languages specified in section 6(1) of the Constitution;

1.20. "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21. "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22. "Republic" means the Republic of South Africa, governed by the Constitution;

1.23. "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2. any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3. 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;

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

12.1.5. 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; and

12.1.6. any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2. The Licensee must ensure that the licensed service's 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 in the licensed service 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 licence being issued or 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 licence being issued.

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.

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

18.15. 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 licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Proaramming targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 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.

4.8 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 all age groups.

PUBLIC SOUND BROADCASTING LICENCE

LICENCE NUMBER : PBSR 412004

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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.

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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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service with respect to:

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

15 COMPLAINTS

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

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15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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.

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16.3 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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17.4 Should any provision *of* the licence be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain of full force and effect.

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18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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.

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4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

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

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4.4.1 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.

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

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

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

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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.

4.8 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.

4.9 General requirements

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

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4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 all age groups.

PUBLIC SOUND BROADCASTING LICENCE

LICENCE NUMBER : PBSR 512004

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence:

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Programming targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 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.

4.8 Programminu 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 all age groups.

PUBLIC SOUND BROADCASTING LICENCE

LICENCE NUMBER : PBSR **612004**

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence:

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 Gazeffe 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 "official languages" means the languages specified in section 6(1) of the Constitution:

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 aut 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 45 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 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 division 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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The Licensee shall be required to comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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:

12.1.4 any person in a position to veto any action taken by the Licensee's board:

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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:

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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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12.4 The Licensee must inform the Authority, in writing, within 14 days of any judgment awarded in a court of law against it or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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

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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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and studio-to-transmitter links (STL) strictly in accordance with the technical specifications contained in Schedule **62** 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 licensed geographical target area is indicated on the map as shown in Schedule **B3.**

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Proarammina targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 Informal Knowledge Building Proarammes

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.

4.8 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.

4.9 General reauirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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 **201.0**

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence:

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 **45** 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars **of** the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures ***to*** the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule **B3.**

8. 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

4.4.1 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.

4.4.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Programming targeted at children

4.4.1 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.

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

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

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

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

4.5 Educational proaramming

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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 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.

4.8 Proaramming 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.

4.9 General requirements

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

4.9.2 people living with disabilities;
4.9.3 health-related issues;
4.9.4 gender issues; and
4.9.5 all age groups.

PUBLIC SOUND BROADCASTING LICENCE

LICENCE NUMBER : PBSR 812004

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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: and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 B I

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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Pronramming tarneted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 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.

4.8 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 "Ikwekwezi 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 45 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 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 division 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.

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The Licensee shall be required to comply with the applicable regulations as amended from time to time.

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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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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

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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 issue of the licence 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

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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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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.

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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.

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14.1 The Licensee must adopt and implement equal opportunity employment practices in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule **B3.**

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Pronramming targeted at children

4.4.1 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.

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

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

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

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

4.5 Educational proaramming

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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 Informal Knowledne 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.

4.8 Programmina 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations **as** amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Programming taraeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 Informal Knowledae Building Proarammes

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.

4.8 Programmina 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast:

12.1.3 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:

12.1.4 any person in a position to veto any action taken by the Licensee's board:

12.1.5 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: and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Programming targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 30 minutes of drama per day, weekdays, within the South African performance period.

4.7 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.

4.8 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.

4.9 General requirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;

4.9.3 gender issues; and
4.9.4 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution:

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 **45** 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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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.

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.

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14.1 The Licensee must adopt and implement equal opportunity employment practices in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 conjunctionwith it.

2. The Licensee is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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, Gujurati and Telegu.

4. PROGRAMMING

4.1 General

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

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

4.4 Drama

The Licensee shall, in the provision of the licensed service, broadcast at least 2 hours of drama per day, weekdays, 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 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.

4.6 Programmina 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 General reauirements

The Licensee shall, during the South African performance period, provide programme material that caters for the interests of all sectors of South African society and shall provide information 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 1312004

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.

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 "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 **"Radio** 2000, 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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 **45** 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 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 division 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 comply with the applicable regulations **as** amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures *to* the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 if posted by prepaid 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 61

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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and studio-to-transmitter links (STL) strictly in accordance with the technical specifications contained in Schedule 62 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 licensed geographical target area is indicated on the map as shown in Schedule 63.

8. 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 including education, sports and religious programming as well as music in a range of genres in all official languages.

3. BROADCAST LANGUAGE

The licensee shall provide the licensed service in a reasonable and balanced spread of all official languages.

4. GENERAL REQUIREMENTS

The Licensee shall, during the South African performance period, provide programme material that caters for the interests of all sectors of South African society and shall provide information 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.

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 "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 "5 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 on the first anniversary *of* the commencement of the licence after the issue of the licence:

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 "official languages" means the languages specified in section 6(1) of the Constitution;

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;

1.22 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

12.1.4 any person in a position to veto any action taken by the Licensee's board:

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule **B3.**

8. 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 for the interests of all sectors of South African society and shall provide information on and relevant to the following:

1.1.1. people living with disabilities;
1.1.2. health-related issues;
1.1.3. gender issues; and
1.1.4. all age groups.

2.3 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.

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

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.

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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence:

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 "official languages" means the languages specified in section 6(1) of the Constitution;

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;

1.22 "South African 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

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;

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 **45** 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the

programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

12.1.4 any person in a position to veto any action taken by the Licensee's board:

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 intetference 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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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,

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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 for the interests of all sectors of South African society and shall provide information 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 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.

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

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.

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.

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 "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 "Good Hope 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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

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;

1.22 "South African 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

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;

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 45 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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 for the interests of all sectors of South African society and shall provide information 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 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.

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

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.

PUBLIC SOUND BROADCASTING LICENCE

LICENCE NUMBER : PS 2212001

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 : 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence;

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and falling within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 "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 45 minutes throughout the broadcast period.

6 HOURSOFBROADCAST

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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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;

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule **B3.**

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

The Licensee shall, in the provision of the licensed service broadcast at least 30 minutes of information and current affairs programming each day during the South African performance period.

4.4 Proaramming targeted at children

4.4.1 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.

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

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

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

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

4.5 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.

4.6 Drama

The Licensee shall, in the provision of the licensed service, endeavour to broadcast, by the end of the licence period, at least 15 minutes of drama , weekdays, within the South African performance period.

4.7 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.

4.8 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.

4.9 General reauirements

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

4.9.1 people living with disabilities;
4.9.2 health-related issues;
4.9.3 gender issues; and
4.9.4 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.

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 "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 on the first anniversary of the commencement of the licence after the issue of the licence:

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 "official languages" means the languages specified in section 6(1) of the Constitution;

1.20 "prime time" means the period between 06h00 and 09h00 and between 16h00 and 18h00 daily;

1.21 "public broadcasting service" means any broadcasting service provided by the Licensee and failing within its public service division;

1.22 "Republic" means the Republic of South Africa, governed by the Constitution;

1.23 "South African 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

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;

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 **45** 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 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 division 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 comply with the applicable regulations as amended 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;

12.1.2 any person in a position to exercise direct or indirect control over the selection or provision of a significant proportion of the Licensee's programmes, together with particulars of the nature of the programming concerned and the hours during which they are or will be broadcast;

12.1.3 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:

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

12.1.5 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; and

12.1.6 any person to whom the Licensee is indebted, whether by virtue of a loan account or in any other manner.

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 issue of the licence 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 or against any person whose adverse financial position or misconduct could have a damaging effect on the provision of the licensed service.

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 in respect of the licensed service.

14.2 The Licensee must ensure that the licensed service's 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 in the licensed service 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

15.3 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.

15.4 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 licence being issued or of any change in the identity, telephone or telefax number or e-mail address of the designated person.

15.5 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.

15.6 The Licensee shall:

15.6.1 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;

15.6.2 submit a copy of the document setting out such procedures to the Authority within 10 days of the licence being issued.

15.7 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

16.3 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.

16.4 Any ruling which the Authority may make on the interpretation of any provision of the licence shall be final and binding on the Licensee.

17 GENERAL

17.3 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.

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

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

17.6 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

18.3 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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

18.3.4 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

18.3.5 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.

18.4 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.

18.5 The Licensee shall, within 10 days of the licence being issued, 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 is licensed to operate from a studio located 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 (Pty) Ltd.

4. The Licensee must operate the broadcasting service and 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 licensed geographical target area is indicated on the map as shown in Schedule B3.

8. 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

4.1.1 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.

4.1.2 If, at the date of the issue of this licence, the Licensee is providing a higher quantity of programming in a specific genre (other than music) than is required below in relation to that genre, and the Licensee subsequently wishes to reduce such higher quantity, the Licensee shall notify the Authority of the proposed reduction and obtain the Authority's prior consent before implementing such reduction, provided that such quantity shall not be reduced below the minimum requirement set out below in relation to the relevant genre.

4.2 News

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.

4.3 Information and current affairs

The Licensee shall, in the provision of the licensed service broadcast at least 30 minutes of information and current affairs programming each day during the South African performance period.

4.4 Programming targeted at children

4.1.1 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.

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

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

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

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

4.5 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.

4.6 Informal Knowledge Building Pronrammes

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.

4.7 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 General requirements

The Licensee shall, during the South African performance period, provide programme material that caters for the interests of all sectors of South African society and shall provide information 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.