

2022

**PRE-REGISTRATION FOR
COMMUNITY SOUND
BROADCASTING SERVICE AND
RADIO FREQUENCY SPECTRUM
LICENSE NOTICE – PART 4**



APPLICANT: IZWI LETHEMBA BROADCASTER

PROPOSED NAME: IZWI LETHEMBA FM

06/2022

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COMMUNITY BROADCASTING TRANSMISSION AGREEMENT

Between:

SENTECH LIMITED
REG. NO: [REDACTED]

("Sentech")

and

IZWI LETHEMBA
REG. NO: [REDACTED]

("Izwi leThemba")



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1 INTRODUCTION

- 1.1 **Sentech** has been granted a broadcasting signal distribution licence under the IBA to provide broadcasting signal distribution for broadcasting licensees as a common carrier. ICASA is in the process of converting licences as required by Section 93 of the ECA. According to Section 92 (1) of the ECA, the broadcasting signal distribution licence granted to **Sentech** in terms of the IBA remains valid under the ECA until converted by ICASA. After the licence conversion, **Sentech** will be providing broadcasting signal distribution services to **Izwi leThemba** under its ECNS licence, which will replace the broadcasting signal distribution licence of **Sentech**. This Agreement will remain valid subsequent to the finalisation of the licence conversion process by ICASA.
- 1.2 **Izwi leThemba** has been granted a broadcasting licence by ICASA to provide the broadcasting service.
- 1.3 The Parties hereby agree to the following terms and conditions for the provision of broadcast signal distribution services by **Sentech** to **Izwi leThemba** (to be referred to as ECNS subsequent to the licence conversion).

2 INTERPRETATION

In this Agreement:

- 2.1 The following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:
- 2.1.1. **"Agreement"** means this agreement and the annexures as amended from time to time by the Parties;
- 2.1.2. **"Annexure A"** means the annexure, annexed hereto, marked "Annexure A";
- 2.1.3. **"Annexure B"** means the annexure, annexed hereto, marked "Annexure B";
- 2.1.4. **"Annexure C"** means the annexure, annexed hereto, marked "Annexure C";

- 2.1.5. **"Annexure D"** means the annexure, annexed hereto, marked "Annexure D";
- 2.1.6. **"Annexure E"** means the annexure, annexed hereto marked "Annexure E";
- 2.1.7. **"Broadcasting"** means broadcasting as defined in section 1 of the IBA;
- 2.1.8. **"Broadcasting Act"** means the Broadcasting Act, Act 4 of 1999;
- 2.1.9. **"Broadcasting Licence"** means the broadcasting licence granted to **Izwi leThemba** by ICASA, a copy of which is attached hereto, which broadcasting licence commenced on **22 June 2011**;
- 2.1.10. **"Broadcasting Service"** means the private sound broadcasting service provided by **Izwi leThemba** in terms of its Broadcasting Licence;
- 2.1.11. **"Broadcasting Signal Distribution Services"** means the process whereby the output signal of a broadcasting service is taken from the point of origin, being the point where such signal is made in its final content format, from where it is conveyed to any broadcast target area by means of an electronic communications and includes multi-channel distribution;
- 2.1.12. **"ECA"** means the Electronic Communications & Transactions Act 36 of 2005;
- 2.1.13. **"Effective Date"** means **22 June 2011**;

**2.1.14. "Electronic Communications
Network Service
Licensee"**

means a person to whom an electronic communications network services licence has been granted;

**2.1.15. "Electronic
Communications
Network"**

means any system of electronic communications facilities (excluding subscriber equipment);

**2.1.16. "Electronic
Communications
Network Service"**

means a service whereby a person makes available an electronic communications network, whether by sale, lease or otherwise;

2.1.17. "IBA"

means the Independent Broadcasting Act 15 of 1993, now repealed;

2.1.18. "ICASA"

means the Independent Communications Authority of South Africa;

2.1.19 "Parties"

means **Sentech** and **Izwi leThemba**;

2.1.20. "Prescribed Rate"

means the 5% plus prime overdraft rate charged by **Sentech's** banker from time to time;

**2.1.21 "Sentech
Financial Year"**

means a 12 (twelve) month period terminating on the last day of March of each successive year;

**2.1.22 "Supplementary
Signal Capacity"**

means, as the term is usually known and understood in the broadcasting industry, the additional capacity on any particular broadcast and telecommunications signal that is not required for nor entitled to be used by **Izwi leThemba** for the transmission of the Broadcasting Service in terms of the Broadcasting Licence;

2.1.23 "Vis Major"

means circumstances and situations amounting to *vis major* and/or *casus fortuitus*, including, without limitation, acts of government or state, sabotage, war, hostilities, insurrection, terrorism, natural disaster, rebellion, industrial action and the like, examples of which include, without limitation, the circumstances set out in Annexure "E";

2.1.24 "VAT Act"

means the Value Added Tax Act, No 89 of 1991 as amended.

2.2. Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

2.3. In this Agreement, except to the extent that the context otherwise requires or as otherwise expressly stipulated:

2.3.1 words referring to one gender shall include a reference to the other genders;

2.3.2. words importing and singular shall include the plural and visa versa;

2.3.3. reference to a person includes a reference to a natural and a legal person;

2.3.4. insolvency includes provisional or final sequestration, liquidation or judicial management.

- 2.4. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 2.5. Expressions defined in this Agreement shall bear the same meanings as the annexures to this Agreement, which do not themselves, contain their own definitions.

3 SERVICES

- 3.1 **Sentech** shall provide the following services to **Izwi leThemba** from the Effective Date:

- 3.1.1 Broadcasting Signal Distribution Services for the Broadcasting Service, including the linking of transmission networks with telecommunications facilities. Existing facilities are recorded in Annexure "B" and shall be adjusted in order to reflect the transmission facility stipulations contained in the Broadcasting License;
- 3.1.2 the establishment of such facilities, according to the procedures specified in Annexure "A",
- 3.1.3 operation and maintenance of facilities, according to the procedures, performance norms and technical standards set out in Annexure "C";
- 3.1.4 rental of third party facilities and services set out in Annexure "B";
- 3.1.5 consultation and planning relating to broadcasting signal distribution, including *inter-alia*, consultation services on transmission network strategies, evaluation of transmission standards and technical submissions to ICASA and/or any other regulatory authority;
- 3.1.6 technical planning services including *inter-alia*,
 - * the derivation of suitable transmitting characteristics;

- * the compilation of coverage prediction maps and proposed frequency assignments;
- * the provision of population coverage information; and
- * the analysis of network configuration proposals and recommendations on broadcasting related services;

3.2 **Izwi leThemba** shall be responsible for the investigation and handling of all enquiries received from the public relating to any aspect of its Broadcasting Service and shall, after due evaluation of the enquiry, only refer those enquiries relating to broadcasting signal distribution in areas where the required minimum protected radio frequency field strength is achieved, to **Sentech** for investigation and advice.

3.3 **Sentech** may provide such additional facilities and services upon written request on such terms as may be agreed to in writing between the Parties from time to time.

3.4 Ownership of all equipment, facilities and planning, technical and strategic information and data provided and established by **Sentech** in terms of this agreement shall at all times vest in **Sentech**.

4 **TARIFFS, COST AND CHARGES**

The following tariffs, costs and charges are payable by **Izwi leThemba** to **Sentech** in terms of this Agreement:

- 4.1 Standard transmitter tariffs charged to **Izwi leThemba** for **Sentech** transmission facilities and services are listed in Annexure "D".
- 4.2 Levies and surcharges on non-standard transmission facilities, according to the applicable options and/or deviations listed in Annexures "B" and "D";
- 4.3 Transmitter tariffs, levies and surcharges shall escalate on the 1st April of each year irrespective of when the Agreement commences.
- 4.4 Tariffs for facilities and services leased from third parties, recorded in Annexure "B"; will be based on actual cost, plus an administration fee equal to 10% (ten percent) of the total cost, excluding VAT, paid to such third party.

- 4.5 Increases consequent upon third party related costs, beyond the control of **Sentech**, shall be charged to **Izwi leThemba** with effect from the date these increases are implemented by the relevant third party.
- 4.6 The charge for any other additional services rendered and/or additional facilities provided by **Sentech** to **Izwi leThemba** shall be done by quotation/tender to **Izwi leThemba** for written acceptance by **Izwi leThemba**

5 COMPENSATION AND PAYMENT

- 5.1 **Sentech** shall render monthly statements of account, in the form of a tax invoice in compliance with the VAT Act, to **Izwi leThemba** on or before the 7 (seventh) day of each month by facsimile transmission, confirmed by post.
- 5.2 All payments due by **Izwi leThemba** in terms of this Agreement shall be paid to **Sentech** monthly on or before the 20th day of each month in which the Broadcasting Signal Distribution Service was rendered.
- 5.3 **Sentech** shall charge **Izwi leThemba** interest on all overdue amounts at the Prescribed Rate of interest. Interest as aforesaid shall be charged from the due date of payment to the date of actual payment, both days inclusive and shall be compounded monthly.
- 5.4 **Sentech** shall credit **Izwi leThemba** at the end of each Sentech Financial Year or on such regular basis as is agreed to between the parties, for every transmitter and/or network listed in Annexure "B" performing below the annual norm, as defined in Clause C2 of Annexure "C" and specified per transmitter and network in Annexure "B", on the following basis:
- 5.4.1 the hourly tariffs to be applied for credits on transmission availability shall equal the hourly tariffs paid by **Izwi leThemba**
- 5.4.2 the hourly tariffs to be applied for credits on technical degradations shall be 50% (fifty percent) of the hourly tariffs paid by **Izwi leThemba**
- 5.4.3 In the event of:

5.4.3.1 an individual transmitter, and not the network, performing below its norms, then such individual transmitter shall be credited at the appropriate tariff for those hours below the annual norms;

5.4.3.2 a network, and not the individual transmitters, performing below its norms, then such network shall be credited at the appropriate tariff for those hours below the annual norms;

5.4.3.3 both individual transmitters and the network performing below the annual norms, then the individual transmitters shall first be credited and, thereafter, the network shall be credited at the appropriate tariff for those hours below the annual norm, less the amount by which individual transmitters were credited.

5.5 Any dispute between the Parties as to the extent, to which an individual transmitter and/or network may have performed below the annual norm, shall be referred to an independent auditor, agreed to by the Parties, who shall act as an expert, not arbitrator, for determination, whose decision shall be final and binding on the Parties. The cost of such determination shall be borne equally by the Parties.

5.6 It is specifically agreed and understood that **Izwi leThemba** shall not be credited for any transmission interruptions and technical degradations caused as a result of Vis Major.

6. SUPPLEMENTARY SIGNAL CAPACITY

6.1. Provided that **Sentech's** prior written consent has been obtained, **Izwi leThemba** shall be entitled to use any supplementary signal capacity on any of the broadcasting signals distributed by **Sentech** for **Izwi leThemba** in terms of this Agreement in order to enhance its Broadcasting Service.

6.2. After consultation with **Izwi leThemba** **Sentech** shall be entitled to use any Supplementary Signal Capacity on any of the broadcasting signals distributed by **Sentech** for **Izwi leThemba** in terms of this Agreement, for operational support to **Izwi leThemba**

6.3. Subject to such regulatory authorisation as may be required, the Parties shall, by written agreement, be entitled to commercially exploit any additional

supplementary signal capacity on frequencies licensed to **Izwi leThemba** not required for the purposes of clause 6.1 and clause 6.2 above. Such an agreement shall regulate, *inter alia*, the royalty payable.

7. AMENDMENTS TO ANNEXURES

- 7.1. Upon any change in the annexures taking place, the Parties shall complete and sign (in as many counterparts as may be required) an annexure which shall replace that annexure in force immediately prior thereto and shall reflect the particulars or changes in the particulars required by that annexure.
- 7.2. Any annexure, which is replaced in terms of this clause, shall remain bound with or otherwise attached to this Agreement.
- 7.3. It is recorded and agreed that Annexure "D" shall be reviewed and updated on an annual basis according to the provisions of clause 4.3.
- 7.4. Save for amendments to Annexure "D" in terms of clause 4.3 hereof, no other annexure shall be amended unless agreed to in writing by the Parties.

8. CO-ORDINATION AND CO-OPERATION

- 8.1 The Parties undertake to work in co-operation with each other in regard to all matters relating to this Agreement and in carrying out and giving effect to the terms and conditions of this Agreement.
- 8.2 The Parties shall establish a co-ordination committee consisting of such agreed number of representatives from both Parties as is deemed appropriate from time to time, in order to facilitate regular contact, consultation and communication between the parties. Each Party shall be entitled to appoint, remove and replace its' representatives to the co-ordination committee.
- 8.3 Each Party shall be entitled, from time to time to designate, appoint and dismiss a person or persons who shall be responsible for all day-to-day matters and issues arising out of this Agreement and no person, other than a designated person, shall have the authority to act on behalf of relevant Party in this regard, other than any director or member of any management committee of either of the Parties.

9. TERM

9.1 This Agreement shall commence on the Effective Date and continue for a period of 12 (twelve) months ("the initial period"). During the initial period, the, no cancellation of this Agreement shall be permitted, irrespective of the nature of the cancellation. In the following 12 (twelve) month period after the initial period, cancellation shall be permitted, subject to the payment of a penalty equal to the value of 6 (six) months of the annual tariff. After termination of the initial period, the Agreement may be renewed annually for the duration of the Broadcasting License.

9.2 **Izwi leThemba** undertakes and agrees that should the Broadcasting License be renewed for any further periods, **Sentech** shall be entitled to a right of first refusal for the provision of any broadcast signal distribution services and facilities required by **Izwi leThemba** in terms thereof.

9.3 The provisions of clause 9.2 and the obligations undertaken by **Izwi leThemba** in terms thereof shall persist and continue, notwithstanding the termination of this Agreement save for cancellation by **Sentech** arising out of a breach of this Agreement.

10. BREACH OF CONTRACT AND CANCELLATION

Should either Party commit a breach of any provision of this Agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the other party requiring it to do so, or such shorter time as is reasonable in the circumstances and specified in the written notice, then the Party aggrieved by the material breach shall be entitled, without prejudice to it's other rights or legal remedies, either to claim specific performance of the defaulting Party's obligations under this Agreement or cancel this Agreement, without prejudice to the aggrieved Party's rights to claim damages, provided that:

10.1 Impossibility of performance by either Party caused as a result of Vis Major shall not constitute a breach of the Agreement;

10.2 Technical degradations and transmission interruptions which affect availability, as defined in Annexure C, shall not constitute a breach of the Agreement by **Sentech** unless caused as a result of **Sentech's** gross negligence and either:

10.2.1 the annual availability or degradation norms, as specified per transmitter in Annexure B, are exceeded in any 5 (five) consecutive days; or

10.2.2 the accumulated annual norms are exceeded by a factor of 3 (three) for transmitters with 2 (two) or more dependant stations; or

10.2.3 the accumulated annual norms are exceeded by a factor of 5 (five) for transmitters with 1 (one) or no dependant stations.

It be specifically agreed and understood that transmission interruptions and technical degradation arising out of circumstances of Vis Major shall not constitute a material breach of the Agreement.

10.3 Without prejudice to any other legal rights or remedies, **Sentech** shall also be entitled to interrupt the Broadcasting Signal Distribution Service where **Izwi leThemba** has failed to make payment to **Sentech** of any amount which is due, owing and payable to **Sentech**.

10.4 Revocation, cancellation or withdrawal of any licence, permit, concession or the like, affecting **Izwi leThemba** shall be deemed to constitute a breach of the Agreement by **Izwi leThemba**

10.5 Without prejudice to any other legal remedy available to the Parties and provided that written notice has been given by the relevant Party, either Party shall be entitled to cancel the Agreement partially with regard to any service or facility in terms of which a breach is committed by the other Party; it being recorded that this Agreement is divisible and severable on those lines.

10.6 If either Party should be placed under judicial management or be declared insolvent or commit any act of insolvency during the currency of this Agreement, unless it is able to provide security for payments of amounts owing, the other Party shall be entitled to cancel the Agreement with immediate effect and should the affairs of the Party under judicial management be wound up, the other Party shall have a concurrent claim

1

against the insolvent estate for and in respect of the losses suffered by the other party as a result of such early termination of the Agreement.

- 10.7 In the event of **Sentech** being unable to perform any or all of its obligations in terms of this Agreement for a period exceeding 7 (seven) days as a result of Vis Major, **Izwi leThemba** shall be entitled, at its own cost, to approach any third party for the provision of such alternative facilities and services for the period for which such impossibility of performance exist.
- 10.8 In the event of either Party electing to cancel this Agreement as a result of the other Party's breach, the cancelling Party shall use its' best endeavours to mitigate it's damages arising out of such breach and cancellation and shall consider all reasonable suggestions and proposals from the other Party in this regard.

11. WARRANTIES AND INDEMNIFICATION

- 11.1 The Parties warrant and represent to each other that they are authorised to enter into this agreement and have the ability to perform all of their obligations hereunder.
- 11.2 **Izwi leThemba** represents to **Sentech** that no element of its Broadcasting Service shall violate any legislation or the right of privacy or publicity, or defame or violate any copyright, trademark or service mark, common law or other right of any person, firm, corporation or other entity and hereby indemnifies **Sentech** against any claim of any nature whatsoever, against **Sentech** arising out of a breach of this warranty and representation.
- 11.3 **Sentech** shall not be liable for any claims, liabilities, legal actions, judgements, damages, penalties, losses, costs and expenses, including attorney's fees, of whatever nature, which may be incurred by any third party as a result of the transmission and or any interruption of the transmission of any Broadcasting Service transmitted by **Sentech** in terms of this Agreement and **Izwi leThemba** hereby indemnifies **Sentech** in respect thereof.

12. VIS MAJOR

12.1 **Sentech** shall not be liable against **Izwi leThemba** or any third party for claims or damages arising out of circumstances and situations amounting to Vis Major.

12.2 **Sentech** undertakes to **Izwi leThemba** that, in the event of Vis Major, **Sentech** shall:

12.2.1 As soon as is reasonably possible, furnish **Izwi leThemba** with notice of the situation of Vis Major;

12.2.2 Advise **Izwi leThemba** of the nature and extent of the effect of the Vis Major and the predicted time period required in order to remedy it; and

12.2.3 take all steps reasonably required to remedy the effects of the Vis Major.

12.3 Notwithstanding the provisions of this Agreement, if any impossibility of performance of the Broadcasting Signal Distribution Service arising from Vis Major lasts for a period in excess of 90 (ninety) days, either Party shall be entitled to cancel this Agreement and either Party shall have no further claim against each other; and

12.4 in addition, if any impossibility of performance by **Sentech** for the Broadcasting Signal Distribution Service caused by Vis Major lasts for a period in excess of 7 (seven) days, **Izwi leThemba** shall not be liable to make payments to **Sentech**, for the period from which the Vis Major lasts. Such period will be deemed to have been reckoned from the first day on which the impossibility of performance occurred and in the calculation of which any intermittent resumption of performance will not be counted.

13. CONFIDENTIALITY

13.1 The Parties acknowledge and agree that the terms and conditions of this Agreement and all matters relating thereto, are confidential.

13.2 For the purposes of this clause 13, information is confidential if any Party to this Agreement might reasonably be expected to object, for whatever reason, to its becoming generally known.

13.3 Each Party shall take reasonable precautions to ensure that none of its officers or employees:

13.3.1 disclose any terms of this Agreement; or

13.3.2 disclose or use any confidential information which he acquires in connection with this Agreement or which he has acquired in connection with the negotiations leading up to it;

except as is provided for in any legislation or any other law as is reasonably necessary for the performance of that Party's obligations under this Agreement or as the other Party agrees.

13.4 The obligations undertaken by the Parties to each other in terms of this clause 13 shall continue, notwithstanding the termination of this Agreement, in perpetuity, unless the information so disclosed falls within the public domain otherwise than through a breach of any provision of this Agreement.

14. GENERAL

14.1 The Parties shall in their dealings with each other display the utmost good faith.

14.2 No consensual cancellation, variation or modification of the terms and conditions of this Agreement shall be of any force or effect unless reduced to a written agreement signed by both Parties.

14.3 No delay in enforcing any rights hereunder shall be deemed to be a waiver of such rights by the Party entitled to enforce same, nor shall any act or omission by it preclude or stop it from exercising any rights enjoyed by it by reason of any subsequent breach by the defaulting Party.

14.5 This Agreement supersedes all existing agreements between the Parties relating to the subject matter contained herein and constitutes the sole record of the agreement between the Parties.

14.6 Neither Party shall be entitled to cede, assign or encumber any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

- 14.7 This Agreement does not create a partnership between the Parties and neither Party accepts any responsibility for the liabilities or obligations of the other.
- 14.8. Each Party shall bear its own costs of and incidental to the negotiation, drawing and preparation of this Agreement.
- 14.9. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and each Party shall submit to the non-exclusive jurisdiction of the High Court of South Africa.

15 LEGISLATION

- 15.1 Both parties acknowledge and accept that they are subject to the statutory jurisdiction of the IBA and the provisions of the Independent Broadcasting Authority Act and regulations and ICASA.
- 15.2 Both parties agree to comply with the provisions and regulations of any relevant legislation relating to this agreement and to the provision of private broadcasting services in the Republic.

16 DISPUTE RESOLUTION

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try and resolve the dispute by negotiation. This entails the Chief Executive Officers of both Parties meeting and attempting to resolve the dispute within 5 (five) days from the date the dispute is referred to them. If the dispute is not resolved by such negotiation, the parties shall submit to a court of competent jurisdiction for settlement of the matter.

17. ADDITIONAL SERVICES & FACILITIES

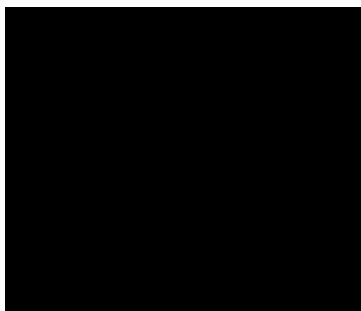
- 17.1. **Izwi leThemba** hereby grants **Sentech** a right of first refusal for the provision of any/or additional services and facilities required by it during the term of this Agreement and undertakes to **Sentech** that it shall not utilise the services or facilities

of any third party on terms and conditions equal or less favourable to it than those offered by **Sentech**.

18. DOMICILIUM & NOTICES

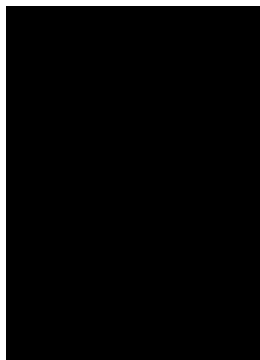
18.1 The parties hereto choose *domicilium citandi et executandi* for all purposes at the addresses set opposite their names:

18.1.1 SENTECH



Attention: Executive: Legal Services

18.1.2 Izwi leThemba



Attention: Station Manager

18.2 Any notice given by either Party to the other shall be deemed to be received by the addressee:

18.2.1 on the date on which the same was delivered to the addressee's *domicilium citandi et executandi*, if delivered by hand; or

18.2.2 on the date on which the same was received by facsimile transmission at the addressee's *domicilium*.

18.3 Any party hereto may change a *domicilium* referred to above to any address within the Republic of South Africa by giving written notice to that effect to the other party hereto.

18.4 Any notice actually received by a Party notwithstanding that it was not sent to the *domicilium citandi et executandi* shall be deemed to be notice duly served.

Thus done and signed at Fourways on this the 20 day of Feb 2011. 2

AS WITNESSES:

1

Name:


for and on behalf of Sentech
duly authorised

2

Name:

Thus done and signed at East London on this the 19 day of December 2011.

AS WITNESSES:

1.



Name:


for and on behalf of Izwi leMamba

2

Name:

duly authorised

ANNEXURE A

OPERATING PROCEDURES FOR ESTABLISHMENT AND MODIFICATION OF FACILITIES AND SERVICES

This Annexure "A" specifies the operating procedures for the rendering of the following services by **Sentech** to **Izwi leThemba**

- Establishment of additional facilities and services.
- Modification of existing facilities and services.

A.1 REQUEST FOR SERVICES

Requests for the services that are the subject of this Annexure are to be directed via the nominated contact persons or the co-ordination committee as referred to in clause 8 of the Agreement. These requests shall be handled according to agreed time scales and costs.

A.2 TIMEOUS NOTIFICATION

Izwi leThemba undertakes to make known to **Sentech**, in writing, its requirements at least three months before the end of each **Sentech** financial year for budgeting purposes and for execution scheduling. In the event of **Izwi leThemba** advising **Sentech** later than two months before the end of each **Sentech** financial year of new requirements or of a change in its declared requirements, **Sentech** will endeavour to accommodate such new requirements or changes within the framework of its priorities.

A.3 CANCELLATION OF REQUESTS

Should **Izwi leThemba** wish to cancel any service request before it has been executed, this must be done in writing. **Izwi leThemba** will be responsible for all costs incurred or initiated until the said notice has been received by **Sentech**.

A.4 TRANSMISSION INTERRUPTIONS

During the establishment of new facilities or services, or the modification of existing facilities or services, **Sentech** could from time to time, out of necessity, temporarily interrupt or degrade existing services to enable the integration of new equipment. **Sentech** endeavours to keep such interruptions as short as possible and, where possible, outside of peak programme times. **Sentech** shall inform **Izwi leThemba** timeously of such interruptions according to procedures to be agreed on.

A.5 ON-AIR DATES OF FACILITIES



Sentech shall inform **Izwi leThemba** of planned and actual on-air dates or in service dates of facilities and services to be established as per agreed procedures. **Sentech** shall not be responsible to communicate such information to the public.

A.6 COMMISSIONING STANDARDS

Before any facility or service is put into operation, **Sentech** shall thoroughly test the facility and ensure that it meets the specifications attached to the licence and the signal quality specifications agreed to for the commissioning of new equipment. Audio commissioning specifications for FM, MW and SW radio facilities are shown in table C.4 in Annexure C.

If other commissioning standards are requested, it shall be agreed on before work for the establishing of facilities or changes to facilities will commence.

END OF ANNEXURE A



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Independent Communications Authority of South Africa

RADIO FREQUENCY SPECTRUM LICENCE

No.:

GRANTED AND ISSUED

TO

IZWI LETHEMBA COMMUNITY RADIO STATION

**FOR THE PROVISION OF
A COMMUNITY SOUND BROADCASTING SERVICE TO BE KNOWN AS**

IZWI LETHEMBA RADIO

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

AT SANDTON ON THIS 22nd DAY OF JUNE 2011

A handwritten signature in black ink, appearing to be 'M. S. S.', written over a horizontal line.

Chairperson

A large black rectangular redaction box covering the signature area of the Chairperson.

A handwritten mark, possibly a stylized 'A' or 'L', located in the bottom right corner of the page.

1. LICENSEE

The Licence is issued to:

1.1 Name of Company/Entity: Izwi Lethemba Community Radio Station

1.2 Control of the Licensee: Control shall vest in the Board of Directors of a section 21 company known as Izwi Lethemba Community Radio Station.

2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

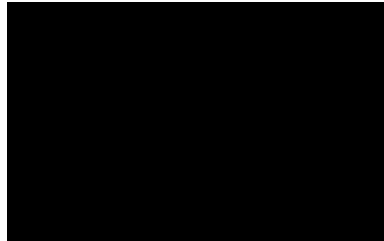
2.1.1. Name:

2.1.2. Tel:

2.1.3. Fax:

2.1.4. Cell:

2.1.5. Email:

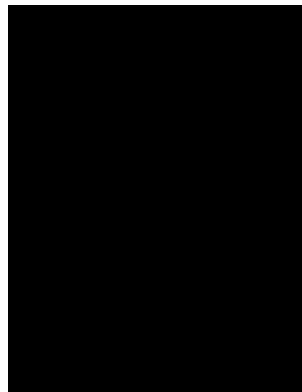


2.2 Should the Licensee propose to change the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

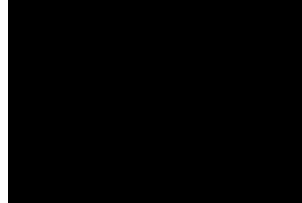
3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1 Postal Address:



3.2 Physical Address:



Handwritten marks, possibly initials or a signature, located at the bottom right of the page.

SCHEDULE

1. NAME OF STATION

Izwi Lethemba Radio

2. GEOGRAPHIC COVERAGE AREA

East London and surrounding areas in the Eastern Cape Province as set out in the attached coverage map schedule B3 and the licensee must comply with the attached technical specification schedule B2.

3. GENERAL CONDITIONS

The Licensee must at all times observe the provision of international telecommunications conventions, such as those governing the International Telecommunication Union (ITU) and as they apply to the Republic of South Africa.

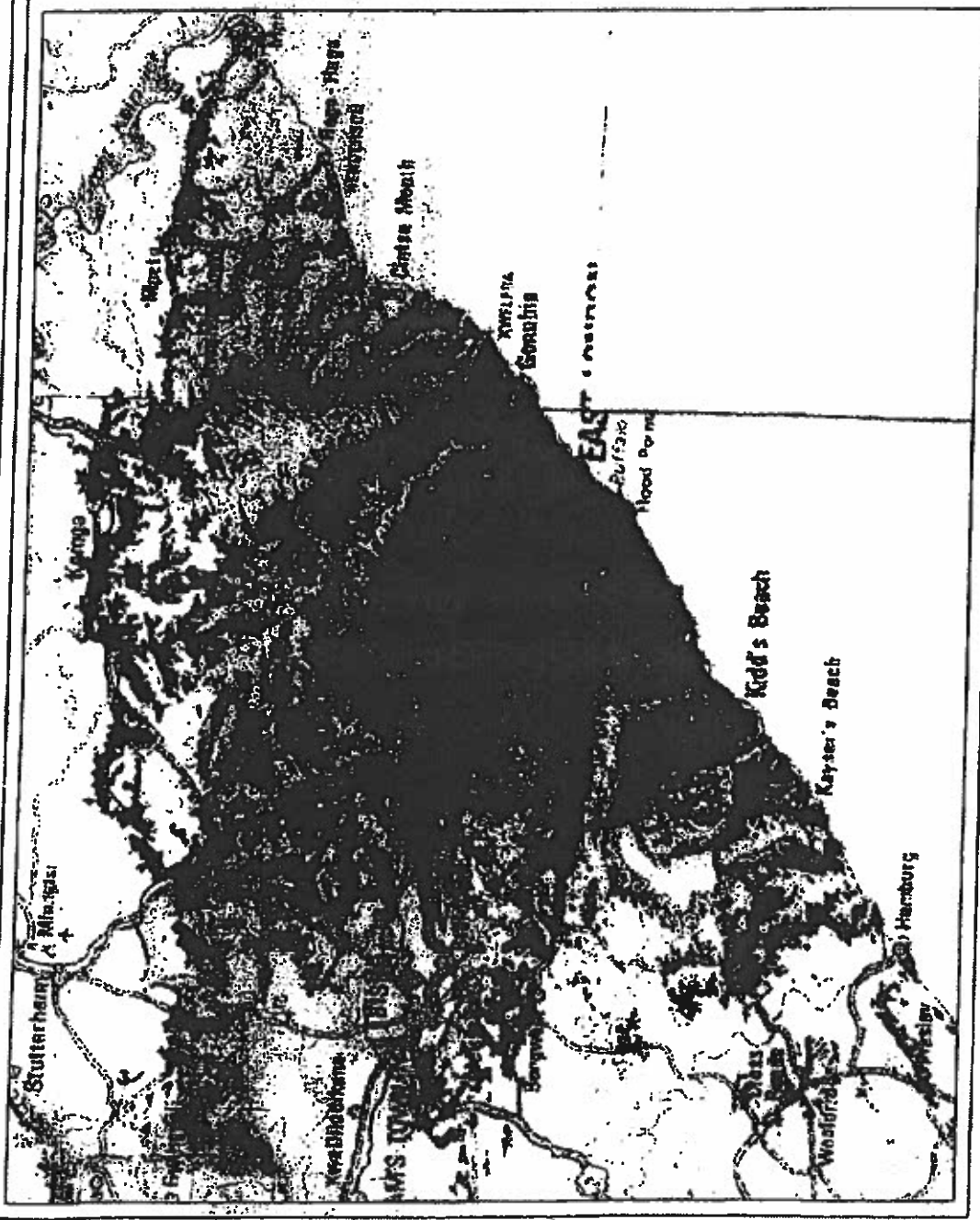
SCHEDULE B2



CLASS SOUND BROADCASTING LICENCE TECHNICAL SPECIFICATIONS		
LICENSEE	Izwi Lethemba FM	
TRANSMITTER SITE	East London	
SIGNAL DISTRIBUTOR	Sentech	
ASSIGNED FREQUENCY	93.8	MHz
GEOGRAPHIC CO-ORDINATES	27E48 58	32S56 20
PHYSICAL ADDRESS	Sentech, East London	
SITE HEIGHT	273	m above sea level
MID-ANTENNA HEIGHT	100	m above site
MAXIMUM EFFECTIVE ANTENNA HEIGHT	373	m above terrain
DESIGNATION OF EMISSION	250KF8EHF	
FREQUENCY STABILITY	2	kHz
SPURIOUS EMISSION LEVEL	60	dB / 1 mW
MAXIMUM DEVIATION	75	kHz
MAXIMUM EFFECTIVE RADIATED POWER (ERP)	1	kW
ANTENNA HORIZONTAL RADIATED PATTERN	Omni-Directional	
ANTENNA POLARISATION	Vertical	
PROGRAMME SOURCE	STL/LINE	
RDS SERVICE	None	
SST SERVICE	None	
PERIOD	None	

Approved By: P Molefe Senior Manager Frequency Spectrum	
Date:	30/06/2011
Unique Document Reference:	BS201/IZWI LETHEMBA/1

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Transmitter Data
 Name: EAST LONDON
 Coordinates: 27E46 59 / 32S56 20
 Frequency: 93.8 MHz
 Power (ERP): 1 kW
 Height (AMSL): 277
 Antenna Height: 158
 Polarisation: vertical

Receiver Data
 Antenna Height: 10m
 Polarisation:
 Calculation parameters
 Model:
 Display:

[dBuV/m]
 ≥ 60.0
 < 60.0



SCHEDULE B3 (COVERAGE AREA)
 IZWI LETHEMBA RADIO

ICASA





TRANSMISSION SPECIFICATIONS FOR IZWE LETHEMBA FM

STATION NAME	GEO. CO-ORDINATES						HEIGHTS			TRANSMITTER				ANTENNA					FEED			REMARKS
	LATITUDE			LONGITUDE			SITE	MAST	ANT	FREQ	CH	PWR	QAM	ERP	DIR	BEAM		NULL	POL	TYPE	FROM	
EAST LONDON	Deg	Min	Sec	Deg	Min	Sec	m	m	m	MHz	GS	0.5	dB	kW	N	AZM	WIDTH	TILT	N	VER	STL	STUDIO
	-32	-55	-20	27	48	58	273	214	100	93.8	63	0.5	3	1	N	180	220	N	N			

✓

ANNEXURE C

OPERATION AND MAINTENANCE PROCEDURES, TRANSMISSION PERFORMANCE NORMS AND TECHNICAL STANDARDS

Annexure C, with regard to the facilities mentioned in Clause 3 of the Agreement and detailed in Annexure B, provides for the following:

C.1 Operation and Maintenance Procedures

- 1.1 **Sentech** shall be responsible for the maintenance and operations of all **Sentech** transmission facilities as well as leased equipment and services.
- 1.2 **Sentech's** primary objective shall be to maintain the total transmission chain according to the agreed transmission performance norms and technical standards.
- 1.3 **Sentech's** maintenance obligations referred to in paragraph 1.1 and 1.2 shall include:
 - 1.3.1 scheduled preventative maintenance during **Sentech** business hours;
 - 1.3.2 corrective or break-down maintenance on a call-out basis;
 - 1.3.3 first line maintenance of leased equipment used by **Sentech**;
 - 1.3.4 fault proving on leased third party services;
 - 1.3.5 Notification to **Izwi leThemba** in advance of all significant scheduled transmission interruptions and degradations for maintenance purposes.
- 1.4 Monitoring functions performed by **Sentech** shall include the following:
 - 1.4.1 Subjective quality monitoring at regular intervals of all receivable signals at **Sentech's** transmission centres and transmitter control centres.
 - 1.4.2 Transmission continuity, by means of electronic telemetry systems at most of **Sentech's** multi-service transmission facilities.
 - 1.4.3 Through public response or appointed monitors, at transmission facilities not included in 1.4.2.
- 1.5 **Sentech's** Transmission Centres shall handle all routine operational transmission matters on the basis of:
 - 1.5.1 The National Transmission Centre (NTC) in Johannesburg with regard to matters relating to national and international networks operated by **Sentech** as well as a reference and communication centre for all routine operational activities. The NTC shall be manned on a 24-hour basis.
 - 1.5.2 Regional Transmission Centres (RTC) with regard to matters relating to regional activities. RTC's shall be manned daily, during peak programme

periods. The NTC in Johannesburg shall cover all operational activities during the unmanned periods of the RTC's.

- 1.5.3 Operational transmission matters shall also include retroactive notification to **Izwi leThemba** of all significant unscheduled transmission interruptions and degradations within one working day of the event.
- 1.5.4 Enquiries relating to broadcast signal reception as contemplated in Clause 3 of the Agreement, shall be referred to the relevant Transmission Centre by **Izwi leThemba** for investigation.

C.2 Transmission Performance Norms

Transmission performance norms are based on a 24 hour day and defined in terms of:

- 2.1 "Transmission availability" which is the actual "on-air" time of an individual transmitter or the accumulated actual "on-air" time of individual transmitters in a transmission network over a 1 year period, expressed as a percentage of total transmission time over the same period.

The percentage transmission availability norm for networks or individual transmitters as guaranteed by **Sentech** excludes those transmission interruptions:

- 2.1.1 shorter than 60 seconds
- 2.1.2 caused by **Izwi leThemba**
- 2.1.3 caused by power interruptions at low power and gap-filling transmitting stations where no stand-by power arrangement exist
- 2.1.4 contemplated in paragraph A.4 of Annexure A, and
- 2.1.5 circumstances and situations amounting to Vis Major.
- 2.2 "Technical degradation" which means operating a transmission facility to a level where it does not meet standard criteria and includes:
 - 2.2.1 technical performance of transmission facilities not meeting the applicable specified tolerances in table C3
 - 2.2.2 loss of added services to the basic service directly applicable to and associated with the specific broadcasting service
 - 2.2.3 continuous annoying impairment of audio quality, equivalent to grade 2 or lower on the CCIR's 5-grade scale, where grade 4 will be the normal operational standard on the same scale.

- 2.3 Technical degradation is expressed as a percentage of the accumulated actual degraded time and the total transmission time per transmitter or network, over a 1 year period. The norm stipulated by Sentech per transmitter or network exclude transmission degradation:
- 2.3.1 shorter than 60 seconds
 - 2.3.2 caused by Izwi leThemba systems
 - 2.3.3 contemplated in paragraph A.4 of Annexure A, and
 - 2.3.4 circumstances and situations amounting to Vis Major.
- 2.4 "Response time" which means the average time period to restore transmission interruptions or technical degradations to normal excluding those caused by:
- 2.4.1 Izwi leThemba systems
 - 2.4.2 power interruptions at low power and gap-filling transmitting stations where no stand-by power arrangement exist
 - 2.4.3 contemplated in paragraph A.4 of Annexure A.
 - 2.4.4 circumstances and situations amounting to Vis Major.
- 2.5 The performance norms for terrestrial transmission networks shall be determined by the number of transmitters in a terrestrial network as is set out in table C1. The actual norm applicable to a particular network will be stipulated in Annexure "B".

Table C1: Annual norms for Terrestrial Radio Networks

Network	Radio Networks	
No. of Transmitters	Availability (%)	Degradation (%)
1 – 3	99,5	0,5
4 – 10	99,6	0,4
11 – 30	99,7	0,3
More than 30	99,8	0,2

- 2.6 The performance norms for individual transmitters in a network shall be determined by redundancy transmission equipment availability, either for a particular transmitter or a transmission system, on which surcharges shall be levied. These norms are set out in Table C2 and the actual norm applicable to a particular transmitter will be stipulated in Annexure "B".

Table C2: Annual Norms for individual Radio Transmitters

Redundancy equipment configuration	Radio Transmitters	
	Availability (%)	Degradation (%)
Single equipment	99,5	0,5
-10dB passive standby or/and double feeder system	99,6	0,4
100% passive standby without double feeder system	99,7	0,3
100% passive standby with double feeder system	99,8	0,2

- 2.7 The performance norms for the average response time per event shall be 2 hours for Radio Transmitters or networks

C.3 Technical Standards

SENTECH shall maintain its transmission networks to perform within the tolerances specified in **Table C.3**.

The commissioning tolerances (or specifications) in these tables are used for procurement and initial commissioning of all transmission and linking equipment. The A, B and C tolerances apply to network configuration and are managed and maintained in such a way that all transmissions to the public fall at least within tolerance C limits.

Table C.3 follow.

TABLE C.3: STANDARDISED AUDIO PARAMETERS AND TOLERANCE

(For FM Radio)

PARAMETER	TEST SIGNAL	REF LEVEL IN dBm	TOLERANCE				UNIT
			COMMIS- SIONING	OPERATIONAL			
				A	B	C	
Freq. Response	20Hz - 15kHz	-10	± 0.5	± 1	± 2	± 2	dB
Stereo Separation	40, 100, 315, 1k, 6.3k, 10k, (Hz) 50µs de-emphasis	+ 6	35	33	30	30	dB
Distortion	40, 100, 315, 1k, 6.3k, 10k, (Hz) 50µs de-emphasis	+ 8	0.5	1.5	1.5	1.5	%
Noise	RMS unweighted according to CCIR 468-4	+ 6	-54	-51	-49	-49	dB
Phase	40, 100, 1k, 6.3k, 10k, 15k, (Hz) 50µs de-emphasis		2	3	5	6	deg
Max deviation			±75	±75	±75	±75	kHz

Transmitter carrier Power: -1dB for solid state equipment
(Operational tolerance): -2dB for valve equipment

END OF ANNEXURE C

ANNEXURE D
ADDITIONAL PRODUCTS AND SERVICES SUPPLIED TO
IZWI LETHEMBA

The tariffs quoted below are valid for the period 1 April 2011 to 31 March 2012

Once-Off Charges

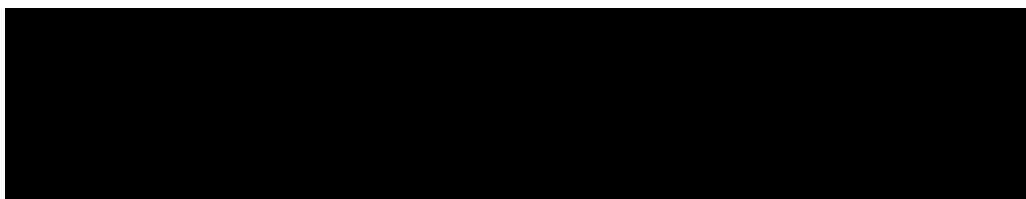


Table A (Additional Services)

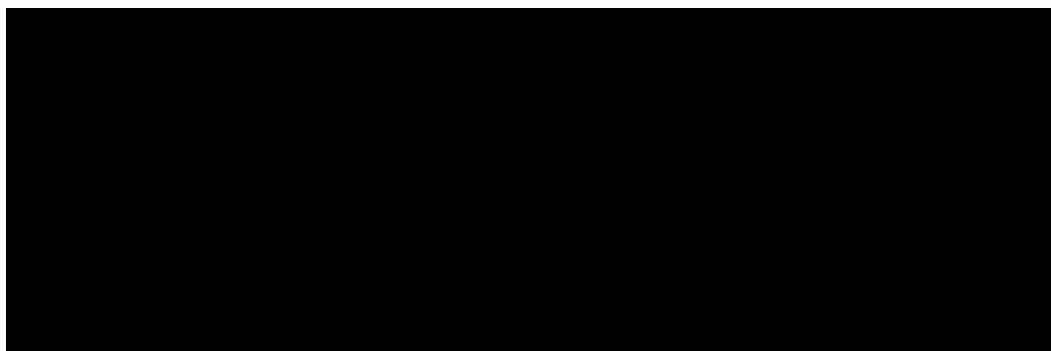
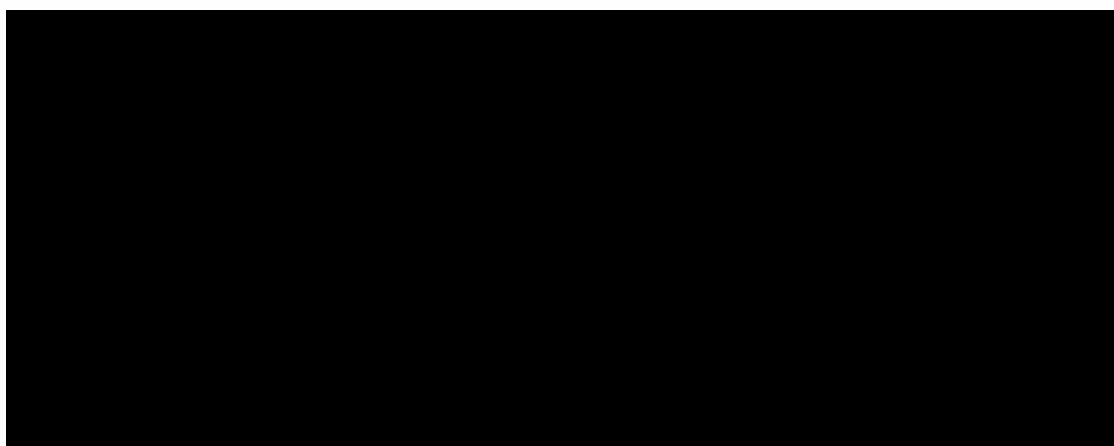


Table B (Transmitters)



END OF ANNEXURE D

ANNEXURE E

Some examples of vis major situations - circumstances encountered in broadcast signal distribution and transmission:

1. Weather conditions preventing access to transmission facilities and services.
2. Weather conditions preventing the supply of services, for example: electricity, diesel and program linking.
3. Vandalism or theft of service cables and/or transmission equipment.
4. Third party e.g. Telkom and/or Eskom breakdowns.

End of Annexure E



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