

AUTHORISATION, APPROVAL AND SIGN-OFF SHEET

APPROVAL TYPE	Capital Release E66		Tender Process	
	Contract / Agreement	x	Confinement	
	Motivation		Labour Requisition	
	Project Charter		Financial Authorisation	

DEPARTMENT	VALUE	REQUESTOR	DATE
CUSTOMER SERVICES	R 51 625.68 p.y.	Louisa Pretorius	13 September 2013

PROJECT / CONTEXT	
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DESCRIPTION	Community FM main transmission agreement: Naledi Community Radio
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FOR FINANCIAL APPROVALS	Budgeted for?		Cost Centre	
	Budget available?		Cost Element	

POSITION/ROLE	NAME	SIGNATURE	DATE
Account Manager: Customer Services (Acting)	Louisa Pretorius	<i>[Signature]</i>	13.09.13
Product Manager	Trevor La Grange	<i>[Signature]</i>	16.09.13
Head: Customer Service Operations	Desiree Trout	<i>[Signature]</i>	19/9/2013
General Manager: Finance (Acting)	Salome Kobo	<i>[Signature]</i>	20/09/2013
Executive: Legal Services	Zunaid Adams	<i>[Signature]</i>	3/10/13
Legal Adviser	Jackie Krossynsky	<i>[Signature]</i>	02/10/2013

DECLARATION

By virtue of my signature above, I confirm that I have read and understood the contents of this Revised Agreement. I further confirm that I vetted the terms and conditions of this Agreement that affect my business unit and that all issues affecting my business unit have been addressed in this Agreement to my satisfaction.



COMMUNITY FM RADIO BROADCASTING TRANSMISSION AGREEMENT

Between:

SENTECH LIMITED

Registration number: 1990/001791/06

("Sentech")

and

NALEDI COMMUNITY RADIO STATION

Registration Number: NPO 019-808

("Naledi Community Radio")

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1. INTRODUCTION

- 1.1 **Sentech** has been granted an Individual Electronic Communications Network Service Licence (IECNS). In terms of this license Sentech is authorised to construct, maintain and operate an electronic communication network for the provision of electronic communications services and electronic communications network services.
- 1.2 **Naledi Community Radio** has been granted a Radio Frequency Spectrum Licence by ICASA to provide a broadcast signal distribution service.
- 1.3 The Parties hereby agree to the following terms and conditions for the provision of broadcast signal distribution services by **Sentech** to **Naledi Community Radio**. This agreement supersedes all other agreements entered into by the Parties.

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 **"Radio Frequency Spectrum Licence"** means a licence authorising the holder to use the radio frequency spectrum indicated on the licence;
 - 2.1.3 **"Broadcasting Signal Distribution"** (BSD) means the process whereby the output signal of the broadcasting service is taken from the point of origin, being the point where such signal is made available in its final content format, from where it is conveyed, to any broadcast target area, by means of electronic communications that includes multi-channel distribution;
 - 2.1.4 **"Studio Transmitter Linking"** (STL's) means equipment and transmission media utilised for BSD between Naledi Community Radio studio and Sentech sites.

- 2.1.5 **"ECA"** means the Electronic Act 36 of 2005
- 2.1.6 **"Effective Date"** means the signature date;
- 2.1.7 **"Individual Electronic Communications Network Service License"** means "Individual Electronic Communications Network Service License as defined in the ECA and refers herein specifically to the IECNS license granted to Sentech Limited.
- 2.1.8 **"Electronic Communications Network"** means "Electronic communications network" as defined in the ECA;
- 2.1.9 **"Electronic Communications Network Service"** means "electronic communications network service" as defined in the ECA;
- 2.1.10 **"ICASA"** means the Independent Communications Authority of South Africa;
- 2.1.11 **"Parties"** means **Sentech** and **Naledi Community Radio**;
- 2.1.12 **"Prescribed Rate"** means the 5% plus prime overdraft rate charged by **Sentech's** banker from time to time;
- 2.1.13 **"Radio Frequency Spectrum License"** means "Radio Frequency Spectrum License" as defined in the ECA;
- 2.1.14 **"Sentech Financial Year"** means a 12 (twelve) month period terminating on the last day of March of each successive year;
- 2.1.15 **"Signature date"** means the date of signature by the party signing last in time;
- 2.1.16 **"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 **Naledi Community Radio** for the transmission of the Broadcasting Service in terms of the Broadcasting Licence;
- 2.1.17 **"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";
- 2.1.18 **"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 gender;
- 2.3.2 words importing the 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 and facilities to **Naledi Community Radio** 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 Radio Frequency Spectrum License;
- 3.1.2 STL and related Services set out in Annexure "D";
- 3.1.3 the establishment of such facilities, according to the procedures specified in Annexure "A",
- 3.1.4 operation and maintenance of facilities, according to the procedures, performance norms and technical standards set out in Annexure "C";
- 3.1.5 rental of third party facilities and services set out in Annexure "B";

3.2 **Naledi Community Radio** 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 projected 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**.
- 3.5 Naledi Community Radio may not connect any equipment onto the network without the prior written consent of **Sentech**.

4. **TARIFFS, COST AND CHARGES**

The following tariffs, costs and charges are payable by **Naledi Community Radio** to **Sentech** in terms of this Agreement:

- 4.1 Transmitter tariffs charged to **Naledi Community Radio** for **Sentech** transmission facilities and services are listed in Annexure "D".
- 4.2 STL and related tariffs charged to **Naledi Community Radio** for **Sentech** linking and related and services are listed in Annexure "D".
- 4.3 Levies and surcharges on non-standard transmission facilities, according to the applicable options and/or deviations listed in Annexures "B" and "D";
- 4.4 Transmitter, and STL related tariffs, levies and surcharges shall escalate on the 1st April of each year irrespective of when the Agreement commences.
- 4.5 Tariffs for facilities and services leased from third parties, 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.
- 4.6 Increases consequent upon third party related costs, including but not limited to increases of electricity charges, beyond the control of **Sentech**, shall be charged to **Naledi Community Radio** with effect from the date these increases are implemented by the relevant third party.
- 4.7 The charge for any other additional services rendered and/or additional facilities provided by **Sentech** to **Naledi Community Radio**, shall be done by

quotation/tender to **Naledi Community Radio** for written acceptance by **Naledi Community Radio**.

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 **Naledi Community Radio** on or before the 7 (seventh) day of each month by facsimile transmission, confirmed by post.
- 5.2 All payments due by **Naledi Community Radio** 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 **Naledi Community Radio** 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 **Naledi Community Radio** 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 **Naledi Community Radio**
- 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 **Naledi Community Radio**;
- 5.4.3 Credit will not be applicable for audio failures due to 3rd party facilities failures eg. Failure of Diginet lines.
- 5.4.4 In the event of:
- 5.4.4.1 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;
- 5.4.4.2 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;

- 5.4.4.3 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.
- 5.4.5 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.
- 5.4.6 It is specifically agreed and understood that **Naledi Community Radio** 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, **Naledi Community Radio** shall be entitled to use any supplementary signal capacity on any of the broadcasting signals distributed by **Sentech** for **Naledi Community Radio** in terms of this Agreement in order to enhance its Broadcasting Service.
- 6.2 After consultation with **Naledi Community Radio**, **Sentech** shall be entitled to use any Supplementary Signal Capacity on any of the broadcasting signals distributed by **Sentech** for **Naledi Community Radio** in terms of this Agreement, for operational support to **Naledi Community Radio**.
- 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 **Naledi Community Radio** 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 replace 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 shall endure for the period during which **Naledi Community Radio** has a valid Radio Frequency Spectrum License and shall be subject to the valid Radio Frequency Spectrum License ("The Initial Period"). During the Initial Period no termination is afforded. After the Initial Period, the agreement may be terminated earlier by giving three (3) months written notice.

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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 its 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** negligence or non-performance.
- 10.3 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.
- 10.4 Without prejudice to any other legal rights or remedies, **Sentech** shall also be entitled to interrupt the Broadcasting Signal Distribution Service where **Naledi Community Radio** has failed to make payment to Sentech of any amount which is due, owing and payable to **Sentech**, subject to seven (7) days notice in writing.
- 10.5 Revocation, cancellation or withdrawal of any licence affecting **Naledi Community Radio** shall be deemed to constitute a breach of the Agreement by the **Naledi Community Radio** which breach shall warrant the immediate termination of the Agreement by **Sentech**.
- 10.6 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.

- 10.7 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 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.
- 10.8 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, **Naledi Community Radio** 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.
- 10.9 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 its 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 **Naledi Community Radio** 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 attorneys 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 **Naledi Community Radio** hereby indemnifies **Sentech** in respect thereof.

12. VIS MAJOR

- 12.1 **Sentech** shall not be liable against the **Naledi Community Radio** or any third party for claims or damages arising out of circumstances and situations amounting to *Vis Major*.
- 12.2 **Sentech** undertakes to **Naledi Community Radio** that, in the event of *Vis Major*, **Sentech** shall:
- 12.2.1 As soon as is reasonably possible, furnish **Naledi Community Radio** with notice of the situation of *Vis Major*;
- 12.2.2 Advise **Naledi Community Radio** 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 45 (forty five) 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, **Naledi Community Radio** shall not be liable to make payments to **Sentech**, for the period for 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.



CONFIDENTIALITY

- 12.5 The Parties acknowledge and agree that the terms and conditions of this Agreement and all matters relating thereto, are confidential.
- 12.6 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.
- 12.7 Each Party shall take reasonable precautions to ensure that none of its officers or employees:
- 12.7.1 disclose any terms of this Agreement; or
 - 12.7.2 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;
- 12.8 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.
- 12.9 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.

13. GENERAL

- 13.1 The Parties shall in their dealings with each other display the utmost good faith.
- 13.2 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.
- 13.3 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.

- 13.4 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.
- 13.5 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.
- 13.6 This Agreement does not create a partnership between the Parties and neither Party accepts any responsibility for the liabilities or obligations of the other.
- 13.7 Each Party shall bear its own costs of and incidental to the negotiation, drawing and preparation of this Agreement.
- 13.8 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 South Gauteng High Court, Johannesburg.

15. ADDITIONAL SERVICES & FACILITIES (Including STL and related services)

- 15.1 **Naledi Community Radio** 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**.

16. DOMICILIUM & NOTICES

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

16.1.1 SENTECH

Physical:
Octave Road
Radiokop ext. 3
HONEYDEW



Postal:

Private Bag X06
HONEYDEW
2040

Attention: Executive: Legal Services

16.1.2

Naledi Community Radio

Physical:

1836 Johnstone Str.
Matwabeung
Senekal 9600

Postal:

P O Box 580
Senekal
9600

Attention: Station Manager

- 16.2 Any notice given by either Party to the other shall be deemed to be received by the addressee:
- 16.3 on the date on which the same was delivered to the addressee's *domicilium citandi et executandi*, if delivered by hand; or
- 16.4 on the date on which the same was received by facsimile transmission or registered post at the addressee's *domicilium*.
- 16.5 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.
- 16.6 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.

17. EXECUTION

Thus done and signed at Harare on this the 3 day of
Oct. 2013.

Z. ADAMS

Name:

[Signature]

for and on behalf of **SENTECH**
duly authorised

AS WITNESSES:

Thus done and signed at Senekal on this the 10 day of September 2012.

Gibson Phoofo
Name:

[Signature]
for and on behalf of **Naledi**
Community Radio duly
authorised

AS WITNESSES:

letsadsi Tsautso
[Signature]

[Signature]

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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 **Naledi Community Radio**.

- 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

Naledi Community Radio 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 **Naledi Community Radio** 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

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accommodate such new requirements or changes within the framework of its priorities.

A.3 CANCELLATION OF REQUESTS

Should **Naledi Community Radio** wish to cancel any service request before it has been executed, this must be done in writing. **Naledi Community Radio** 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 **Naledi Community Radio** timeously of such interruptions according to procedures to be agreed on.

A.5 ON-AIR DATES OF FACILITIES

Sentech shall inform **Naledi Community Radio** 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.

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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 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

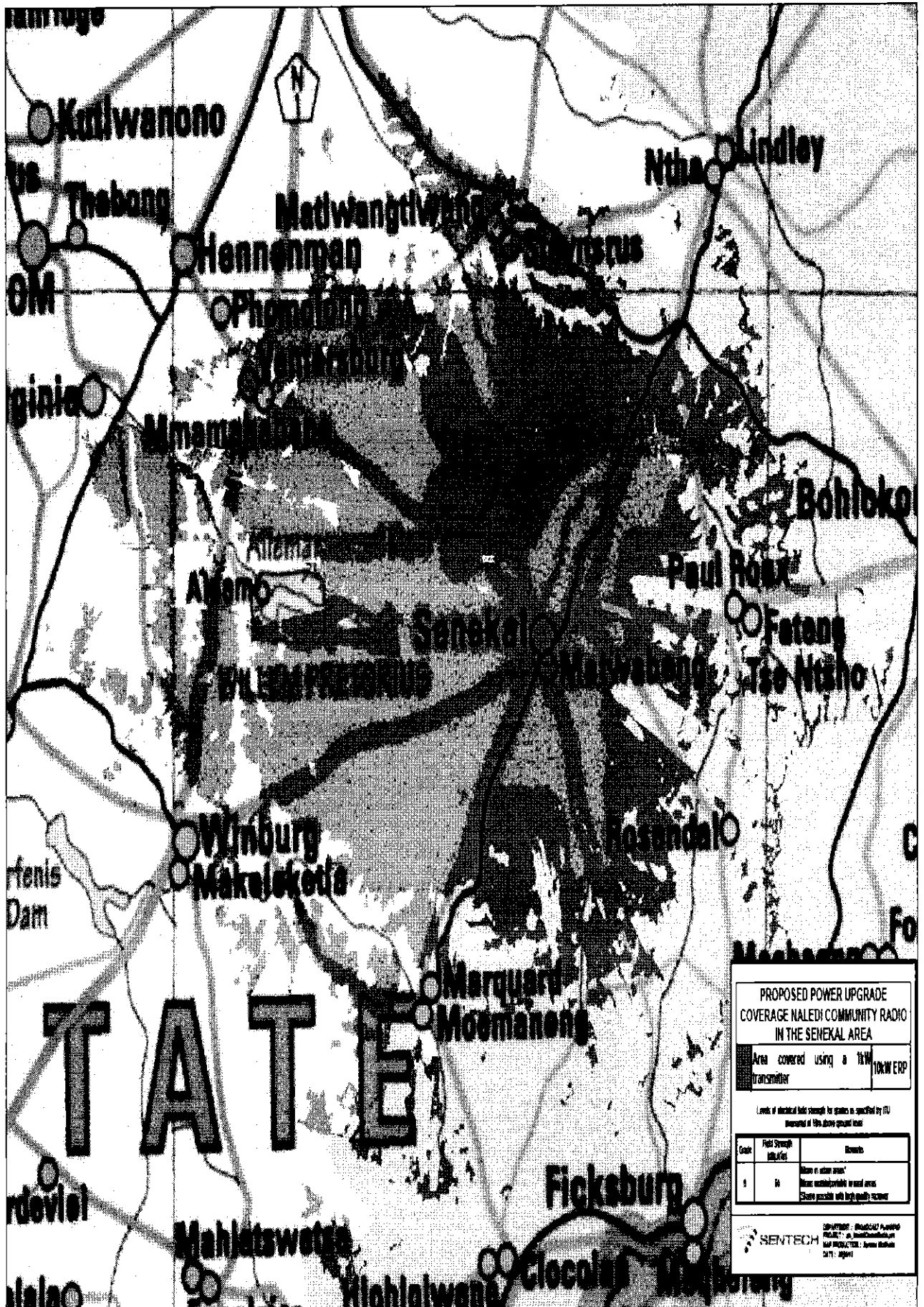
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[Signature]

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Coverage Area (District Municipality)

100 radius

Setsoto Municipality:

- ❖ Senekal/Matwabeng
- ❖ Marquard/Moemaneng
- ❖ Clocolan/Hlohlolwane
- ❖ Ficksburg/Meqheleng

Dihlabeng Municipality:

- ❖ Paul Roux/Fateng tse Ntsho
- ❖ Rosendal/Mautse
- ❖ Bethlehem/Bohlokong
- ❖ Fourisburg/Meqheleng

Moghaka Municipality

- ❖ Stensrus/Matlwang-tlwang
- ❖ Viljoonskroon/Rammulutsi

Matjhabeng Municipality:

- ❖ Virginia/Meloding
- ❖ Ventersburg/Mamahabane
- ❖ Hennenman/Phomolong

Masilonyana Municipality:

- ❖ Excelsiur/Mahlatswetsa
- ❖ Windburg/Makeleketla
- ❖ Theinesen/Masilo

Nketoane Municipality:

- ❖ Allington/Leratswana
- ❖ Lindely/Ntha
- ❖ Petrusteyn/Mmamafubedu

intsopa Municipality:

- ❖ Ladybrand/Manyatseng

Lesotho:

- ❖ Bothabuthe
- ❖ Peka
- ❖ Teya-teyaneng
- ❖ Maputswe

Including sorrounding Farms (+ 200)

Community Participation: No 12&13

There's an open policy for the station in terms of Community participation tha includes:

- ❖ Suggestion box
- ❖ Doing a survey to determine listners satisfaction especially with regards to the Programs & News
- ❖ Having a special programs qauterly where the Management talk & get the views about the programs & news from the Community

Community challenges:

- ❖ The Community has a high level of illiteracy: therefore the radio station plays a bigger role of informing them (Educate, Inform, Entertain)
- ❖ One of the bigger challenge in the Community is the high rate of crime activities, where the radio station plays a role by organising games (Soccer, Netball etc) to combat such activities working together with S.A.P.S
- ❖ The radio station also plays a role by addressing issues such as service delivery, educational issues where we invite stakeholders/Government Department to outline such issues.
- ❖ High rate of un-employment is still a mager challenge in the Community, then the radio station offer slots to companies where the advertise themselves interms of job creations/hiring