



THE LICENCE TERMS

The Communications Authority of Kenya (the “Authority”), in accordance with the Kenya Information and Communications Act, Cap 411 (the “Act”), hereby authorizes (the “Licensee”) to establish and provide Commercial Free to Air radio Broadcasting Services as described herein (the “Licensed Services”) in accordance with the Terms and Conditions set out in this Licence.

1. This License is issued on (the **Issuance/Date**).
2. This Licence is issued for the “**Licence Term**” effective from the “**Licence/Renewal Date**” unless it is revoked earlier in accordance with the Licence Conditions herein.
3. The Licensee is authorised to provide commercial FM radio broadcasting of the type specified herein and approved by the Authority.
4. The licensed services shall be accessed by utilizing frequency spectrum resource authorised by the Authority.
5. The Licensee is authorised to provide the Licensed Services provided that:
 - 5.1. The Licensee has obtained other applicable authorisations from Government Agencies and such authorisations has been filed with the Authority;
 - 5.2. The determination of whether or not a separate licence is required to provide the particular service has been done by the Authority.
6. All equipment and devices used to provide the licensed services shall in all respects be of approved industry standard, type approved/accepted by the Authority and conforming to the Regulations as may be issued from time to time.
7. This Licence is subject to the provisions of the Act and the Regulations including, but not limited to, licence modifications and enforcements.
8. Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.

9. The Annex/Appendix to this License shall form part of this license. A contravention of the provisions of the Annexes shall be tantamount to contravention of the licence terms and conditions;
10. In this Licence the following terms shall have the following meanings:
- 10.1. **“Act”** means the Kenya Information and Communications Act, CAP411 A, any successor legislation and any subsequent amendments made thereto;
 - 10.2. **Authority** means the Communications Authority of Kenya;
 - 10.3. **Licence** means rights and obligations of broadcasters in Kenya whose content is defined and assigned by the Authority;
 - 10.4. **Licensee** means legal person which is registered, in accordance with law, for provision of services in the area of broadcasting and which has accepted the Terms and Conditions of this Licence;
 - 10.5. **Terms and Conditions of Licence:** Terms and Conditions of Licence encompass general and special terms and conditions for terrestrial programme broadcast. General terms and conditions are equal for all stations, while the special terms and conditions include the type of programmes that each individual station is broadcasting, as well as technical operations of each individual Licensee;
 - 10.6. **Rules:** For the purpose of interpreting the Terms and Conditions of Licence, the Rules connote all Codes, Rules, guidelines, decisions and other acts that the Authority issues within its mandate and which are binding for radio and/or TV stations;
 - 10.7. **Licence validity period** means the period between the date of issuance of the Licence and the expiration date of Licence.
 - 10.8. **Regulations** means the Kenya Communications (Broadcasting) Regulations 2009 or its successor and/or other Regulations developed under the Act as the case may be
 - 10.9. **Station:** Employees and equipment used for the purpose of programme broadcast;
 - 10.10. **Programme** is audio-visual presentation of a certain character which is legally produced and broadcast or distributed by radio or TV station under its sign, by terrestrial, cable or satellite means, and which is, as such, protected by copyrights and other related rights;
 - 10.11. **Programme segment:** Programme which in audio-visual sense presents one whole unit clearly separated from other segments and content with its beginning and end;

- 10.12. **Local programme:** Programme of station which is comprised of segments of programme of local production, co-production and bought/acquired programmes
- 10.13. **Programme of local production:** Programme segments which the Licensee has in full produced by itself, with the aid of all of its material and human resources or which are produced by an independent production house by the request and for the payment of the Licensee;
- 10.14. **Co-produced programme:** Programme in whose production the Licensee participated with its material and human resources;
- 10.15. **Bought/acquired programme:** Programme for which the Licensee has acquired broadcasting rights;
- 10.16. **Re-broadcast programme:** Programme, including advertisement programme, which one station is broadcasting or has broadcast, and the other takes it in full for the purpose of broadcasting;
- 10.17. **Exchange of programme:** Programme segments which are exchanged by two or more providers of broadcast services;
- 10.18. **Programme schedule** means the hours of broadcasting of programme of an individual licensee;
- 10.19. **Official address:** Official address in the request for issuance of licence, or corrected in a written form in accordance with the Terms and Conditions of this Licence;
- 10.20. **Watershed period** means a period in television and radio broadcasting schedules within which content intended for adult audience is not to be aired.

LICENSING CONDITIONS

1. CONDITION 1: GENERAL TERMS AND CONDITIONS OF LICENCE

The Licensee shall ensure the Licensed Services offered conforms to the following requirements:

- 1.1. Every entity providing commercial radio broadcasting in Kenya must have this Licence from the Authority before commencement of broadcasting;
- 1.2. The Authority may amend and adjust the terms of the Licence in accordance with the provisions of the Acts and Regulations.
- 1.3. Nothing in this Licence reverses the obligation of the licensee to fulfill all other legal or contractual obligations necessary for provision of broadcasting services.
- 1.4. During the validity of this Licence, the licensee shall maintain at least minimum requirements that include but not limited to programmes, finances and technical operations for which it has received the Licence are maintained.
- 1.5. Acceptance of this licence constitutes an obligation on the part of the Licensee to comply with all its Terms and Conditions.
- 1.6. The validity of this licence is contingent on compliance with the terms of the licence.
- 1.7. The Licensee shall observe the requirements of the Appendices I, II and III annexed to this Licence.
- 1.8. This Licence replaces authorisations by the Authority or the broadcast permit(s) issued to Licensee by the Ministry then in charge of broadcasting before the enactment of the Act.

2. CONDITION 2: NAME AND STATION IDENTITY

- 2.1. The Licensee's station identification is **XXXX**
- 2.2. It shall be the responsibility of the Licensee to ensure that they can use the proposed name;
- 2.3. The Licensee shall not change its station identification without prior written consent from the Authority, which consent shall not be withheld unreasonably.

- 2.4. The licensee shall pay a prescribed fee for change of name and station identification.
- 2.5. The Licensee must clearly identify itself by its station identification at least every 30 minutes during the broadcasting period.
- 2.6. The Licensee shall ensure that it clearly and consistently identifies the source of rebroadcast programme, if its station rebroadcasts programmes that are produced by other radio stations.

3. CONDITION 3: FREQUENCY ASSIGNMENT

- 3.1. The frequency(s) assigned to the Licensee is to facilitate its broadcasting services to be provided areas contained in Appendix I. The licence authorises the Licensee to provide the licensed service areas specified in Appendix I using the frequency(s) specified in its Frequency Licence No. **CA/CMLFM/FL/XXX/XXX** and on such other frequency(s) as may be authorised under this licence by the Authority.
- 3.2. The licensee shall comply with conditions of frequency assignment as specified in its frequency licence and shall at all times comply with the relevant provisions of the Regulations.
- 3.3. The licensee shall seek for the relevant frequency spectrum authorisations and use the frequencies in accordance with the conditions set out in the associated Radio Frequency Licence for the purpose of providing the Licensed Systems and services. The Licensee shall keep the frequency licences in force through annual renewal and payment of relevant frequency utilisation fees.

4. CONDITION 4: HOURS OF SERVICE

- 4.1 The Licensee shall provide the broadcasting service authorized under this licence for a continuous period of **24** hours per day.
- 4.2 The licensee shall broadcast continuously during the licensed programming hours and may not stop broadcasting unless with the written permission of the Authority.

5. CONDITION 5: LANGUAGE

The licensee shall provide its programming in the following language(s)

- 5.1. (Languages listed)

6. CONDITION 6: DELAYED TRANSMISSION OF LIVE EVENTS

6.1 The licensee shall ensure that a minimum delay of seven (7) seconds is incorporated in its licensed system when airing live events or programmes to prevent unintended airing of undesirable material

7. CONDITION 7: ADHERENCE TO BROADCASTING CONTENT STANDARDS AND COMPLAINTS HANDLING PROCEDURE

7.1 Broadcasting Content Standards

The Licensee shall ensure the Licensed Services offered are in conformity with applicable industry Code or content standards as may be prescribed from time to time.

7.2 Resolution of Complaints from the Public

7.2.1 The Licensee shall ensure the implementation of the approved procedure for handling complaints received from the public in respect of all programming which is included in the Licensee's broadcast schedule.

7.2.2 The Licensee's complaints handling procedure shall by all means be in conformity with the prescriptions provided in the Regulations or any amendments for the time being in force.

7.2.3 Such procedures shall, inter alia, include a requirement that members of the public who complain to the Licensee about programmes included in the Licensee's schedule are informed that they have a right to refer the matter complained of to the Authority or the Tribunal.

7.2.4 The Licensee shall broadcast regularly, at least three times in every twenty-four-hour period, information regarding the manner in which aggrieved members of the public may file complaints in respect of any aspect of its broadcasting service.

7.2.5 The Licensee shall resolve consumer complaints within the timelines provided for in its approved complaints procedure.

7.2.6 The Licensee shall not dispose off broadcast transcripts or recordings related to a complaint so long as it has not been summarily resolved either by the broadcaster, the Authority, the Tribunal or the High Court;

7.2.7 The Licensee shall for a period of one year keep a written record of such complaints received from the general public and make such records available to the Authority in writing on quarterly and annual basis.

- 7.2.8 The Licensee shall notify the Authority regarding the details of its authorized officers designated to handle complaints related to the licensed services.

8. CONDITION 8: PUBLIC EMERGENCIES

- 8.1 The Licensee shall make the Licensed Systems available and accessible for the provision of Emergency Services free of charge.

- 8.2 In case of a major disaster such as earthquakes, floods and similar events or any other situation of emergency or a crisis of either local, regional or national crisis and similar events which require emergency communication services, the Licensee shall facilitate provision of information to the public as may be directed by the Government giving priority to the support activities required to overcome the emergency. For this purpose, the Licensee shall comply with the instructions of the Authority as may be directed.

- 8.3 In case the emergency or crisis is related to aspects of national security, the Licensee shall co-ordinate with the competent entity indicated by the Authority and provide the necessary services in accordance with the instructions of the Authority or the competent entity indicated thereby.

- 8.4 Within three (3) months following the Renewal, the Licensee shall submit to the Authority its plan for procedures and operations it shall follow in the event of any such emergency and shall update such plan upon request by the Authority.

- 8.5 The Licensee may be entitled to reimbursement by the Government of its direct costs for the provision of the services mentioned in 8.2 and 8.3 if the Authority is convinced such costs are reasonable after evidence of such incurred costs is provided.

- 8.6 The obligation in 8.1 shall not apply in the event that it is not, in the Authority's view, reasonable to require the Licensee to provide the service requested by means of the Licensed Systems in the particular circumstances where provision is beyond the Licensee's control.

9. CONDITION 9: TECHNICAL OPERATIONAL PROCEDURES

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

- 9.2. The Licensee shall operate all broadcast systems and facilities with due regard to the health and safety of employees and the general public, and in accordance with any applicable laws of Kenya.
- 9.3. Antenna structures shall conform to the generally accepted international standards of safe construction and maintenance, including appropriate aircraft warning lights.
- 9.4. The Licensee will implement all necessary work on maintenance and adjustments of its radio equipment, in order to ensure that the broadcasts of the Licensee are in accordance with the specifications of the Authority and the technical Rules of the International Telecommunications Union (ITU).
- 9.5. The Licensee will abide by and work in accordance with all applicable Rules and Regulations of the Authority, in relation to technical operations for all radio and TV stations, as well as in accordance with all enforced Rules in Kenya.
- 9.6. The Licensee shall;
- 9.6.1. operate the licensed broadcasting service with such apparatus/equipment and in such a manner as not to cause harmful interference to any other licensed broadcasting, radiocommunication or telecommunication service;
- 9.6.2. Co-operate in every way possible with the Authority, by complying with the directions issued by the Authority, with a view to preventing such interference. If the equipment of the Licensee is causing interference with any other licensed service, the Authority will have the right to switch off such transmitting service.
- 9.6.3. Implement the interference resolution directive issued by the Authority at no cost to the Authority.
- 9.7. The Authority shall have 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.
- 9.8. The equipment and apparatus of the Licensee must be operated and maintained by competent persons at all times.
- 9.9. The Licensee must ensure that the equipment used for provisioning of the licensed broadcast service are duly type approved /accepted by the

Authority and complies with the authorised technical parameters prior to commissioning and use.

- 9.10. The Licensee shall not offer its services in other areas other than the licensed geographical target area in accordance with the authorized technical parameters of the transmitters and the authorized sites for locating the broadcast transmitters.
- 9.11. The Licensee shall ensure that associated services outsourced are procured only from duly licensed entities.
- 9.12. The Licensee shall notify the Authority the physical address of location of its broadcasting studios before commissioning the service.
- 9.13. The licensee shall not alter any of the assigned technical and geographical parameters without prior authorization of the Authority.
- 9.14. The Licensee shall establish the Licensed Systems taking into account the need for equipment co-location and/or infrastructure sharing with other licensees, and where feasible, allow other licensees to collocate, share infrastructure and other facilities on terms that are reasonable, just and non-discriminatory.
- 9.15. The Licensee shall ensure that non-ionising radio emissions from each radio installation operated under its licence are within the limits specified by the guidelines published by the International Authority for Non-Ionising Radiation Protection (ICNIRP) and any radiation emission standards adopted and published from time to time.

10. CONDITION 10: LICENCE FEES

- 10.1. The Licensee shall pay to the Authority such fees as may be prescribed by the Authority in accordance with its approved fee schedule for the time being in force. Such fees shall include:
- 10.2. an initial Licence fee to be paid before a licence is issued; on **1st July** of each year, an annual operating fee based on a specified percentage (%) of the audited annual gross revenues accruing from the Licensed Services during the previous financial year subject to a minimum fee as the Authority may prescribe from time to time;
- 10.3. Annual frequency utilisation fees based on the amount of frequency resources utilized and computed in accordance with the approved methodology for charging broadcasting frequency/channel fees by the Authority

10.4. The licensee shall pay to the Authority prescribed fees for the following services when requested for: -

10.4.1. Licence Renewal

10.4.2. Licence Transfer

10.4.3. Change of name/station identity

11. CONDITION 11: RENEWAL OF THE LICENCE

11.1. The Authority may renew this Licence at the request of the Licensee following the expiry of the Licence Period for another licence term provided that the Authority has carried out a formal review to determine whether or not the Licence should be renewed.

11.2. The licence shall terminate upon expiry of the licence period if it is not renewed.

11.3. The licensee shall submit an application for renewal six months before the licence expiry date and pay the licence renewal fee prescribed in condition 10.3.1.

11.4. The Authority shall communicate the decision to the Licensee within three (3) months from the date of application.

12. CONDITION 12: LICENCE TRANSFER

12.1. The Licensee shall not assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence without the prior, express and written consent of the Authority, such consent not to be unreasonably withheld or delayed.

12.2. The Authority shall not consider any application for transfer of license by a licensee against whom it has instigated sanctions procedures or by a person/body connected to that licensee until such a time as the sanction procedures against the licensee is concluded;

12.3. Licensee shall not transfer or assign this licence, by sale of special agreement, partly or in whole, to other owners or organizations. In case of termination of the Licensee as the organization or if declared bankrupt by relevant authorities the Licence shall cease to be valid.

12.4. The Licence may **NOT** be considered either as property or ownership that may be transferred financially or inherited.

- 12.5. In cases of termination of the licence, the Authority shall issue broadcasting licences for the released frequencies in accordance with the prescribed procedure and applicable rules.
- 12.6. Shareholding of a minimum of ten per cent (10%) shall constitute a partial transfer of ownership, and thus shall require beforehand written approval by the Authority.

13. CONDITION 13: LICENCE SUSPENSION

- 13.1. The Authority may suspend some/part of the operations of the licensee where the Licensee has breached a Condition in this Licence, and in the Authority's opinion the breach is of a material nature, and the Licensee has been notified of the breach of the license and has been given notice to comply within a specified period and failed to comply and even after being issued with a penalty has failed to pay the penalty and/or continues with the non-compliance.
- 13.2. Where the Authority intends to suspend any of the services under this Licence pursuant to 13.1, the Authority shall issue a forty-five (45) days' notice of its intention to suspend such service, which shall identify the breach and give the Licensee an opportunity to rectify the breach and/or make representations within that period.
- 13.3. After the expiry of the notice in 13.2 above, where the Authority is satisfied with the rectification of the cited breach and/or the representations made by the Licensee, it shall lift the suspension notice.
- 13.4. After the expiry of the notice in 13.2 above, and where the Authority is not satisfied with the rectification of the cited breach and/or the representations made by the Licensee, the Authority will issue the Licensee a notice that after a period of fifteen (15) days, the cited service shall be suspended.
- 13.5. The notice issued in 13.4 shall specify the duration of the suspension and the conditions for lifting of the suspension.
- 13.6. Where the Licensee rectifies the breach after suspension in 13.4 above, the suspension notice shall be lifted.
- 13.7. Where the licensee fails rectify the breach at the expiry of the suspension period, the Authority may revoke the License in accordance with Condition 14

14. CONDITION 14: LICENCE REVOCATION

14.1. Notwithstanding any other Condition in this License, the Authority may at any time revoke this Licence by giving six (6) months' notice in writing in any of the following circumstances:

14.1.1. If the Licensee has provided false information or withheld information with the intention of causing the Authority to be misled, either in purporting to comply with any condition of the license or in connection with the application for the license;

14.1.2. if the licensee communicates to the Authority in writing on their intention to terminate the Licence;

14.1.3. if the Licensee does not provide evidence of commencement of the provision of the Licensed broadcasting services twelve (12) months from the Effective Date. The Licensee shall satisfy the Authority that it has complied with this requirement after a successful inspection by the officers of the Authority;

14.1.4. if any amount payable under Conditions 10.1.1 and 10.2 is unpaid forty-five (45) days after the Authority notifies the Licensee that the payment is overdue, such notification not to be given earlier than fourteen (14) days after the date on which the payment is due;

14.1.5. if the Licensee has breached a Condition in this Licence, and in the Authority's opinion the breach is of a material nature, and the Licensee has failed to comply with any notice issued by the Authority under the Act or under the Regulations and thereafter has been given by the Authority a further sixty (60) days in which to make representations in relation to the matters set out in the earlier notice which the Authority has taken into account or matters which the Authority believes are relevant and the Licensee appears not to have taken into account;

14.1.6. if the Licensee is dissolved or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

14.2. After the end of the six (6) months' notice, the Authority shall publish a notice in the Kenya Gazette stating that it intends to revoke this Licence and setting out the reasons on which this intention is based. Revocation shall take effect seven (7) days following publication of the notice in the Kenya Gazette.

15. CONDITION 15: COPYRIGHT OBLIGATIONS

- 15.1. Licensee shall be responsible for all obligations and liabilities to any third party associated with copyright or other rights that may arise from the broadcast of copyright programme.
- 15.2. The Licensee shall negotiate and agree on legal contracts with copyright licensing bodies or authorized legal vendors before broadcasting copyrighted material. In the event of a breach of this regulation, the Authority shall take necessary action to enforce it in accordance with the powers conferred to it by section 46Q of the Act.
- 15.3. The Licensee is obliged to have valid contracts for broadcast of copyrighted material and it must, upon request, submit such contract to the Authority for reviewing.
- 15.4. The Authority shall treat such contracts as confidential.

16. CONDITION 16: PROVISION OF INFORMATION TO THE AUTHORITY

- 16.1. The Licensee shall provide information to the Authority in such manner and at such times as Authority shall reasonably request, for purposes of ensuring compliance with this Licence.
- 16.2. The Authority shall have the right to request the Licensee to submit periodic reports, statistics and other data as well as request additional information with a view to supervise and enforce effectively the terms of this Licence.
- 16.3. In particular, by the **15th July** of every year or as agreed by the Authority, the Licensee shall submit a Compliance Report detailing the performance of the previous operational year ended 30th June.
- 16.4. The Licensee shall in addition be required to:
 - 16.4.1. Make and retain for one year, recordings of all broadcast programs, including advertising and trailers; or for a period as Authority may direct in individual cases with the exception of material recordings related to a prevailing complaint or court case; in which case the period may be extended in accordance with the approved complaint handling procedure;
 - 16.4.2. Provide copies of such recordings to the Authority promptly upon request, in accordance with provided deadlines.
- 16.5. Regardless of obligation of Licensee to get from the Authority in advance the permission for certain changes, as envisaged by the Terms and Conditions of

this Licence, the Licensee is also obliged to notify the Authority in writing on all changes in relation to the following information, which have been submitted in the original licence application:

- 16.5.1. Station's address, telephone, email and other contact information;
- 16.5.2. Management structure or personnel listed in the licence application;
- 16.5.3. Significant changes in operating hours, programme schedule or programme content;
- 16.5.4. New or expired agreements for programme rebroadcast and/or exchange;
- 16.5.5. Interruptions in broadcasting greater than one-half day's programme schedule; and
- 16.5.6. Changes to any technical, engineering or studio specifications, as indicated in the Frequency Assignment.

16.6. The Licensee shall be required to submit compliance returns at such intervals as prescribed by the Authority. The Authority shall review the Compliance Returns and:

- 16.6.1. If the Licensee is in compliance with the Licence, issue the Licensee with a Compliance Certificate in respect of compliance for the year under review, and
- 16.6.2. If the Licensee is not in compliance with the Licence, require the Licensee to remedy the area of non-compliance in accordance with the provisions of this Licence and the Act.

16.7. In making a request for information, the Authority will ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information, unless the Authority considers such information essential to enable it to exercise its functions under the Act.

16.8. The Authority shall have the right to publish information which it receives under this Condition unless, following representations by the Licensee, the Authority is satisfied that the information is of such confidential nature that disclosure would have a material adverse effect on the Licensee's business.

17. CONDITION 17: PUBLIC RECORDS

- 17.1. The Licensee shall conform to guidelines or instructions from Authority or other applicable rules for making available to the public the terms and conditions of licence, ownership or such other operating documents as the Authority may deem to be in the public interest.
- 17.2. The Authority may in its discretion make this Licence publicly available in any manner it thinks fit, in whole or in part.

18. CONDITION 18: INTERRUPTIONS TO THE LICENSED SERVICES

- 18.1. The Licensee shall not intentionally interrupt, suspend nor terminate the provision of any type of Licensed Service without having first notified the Authority in writing and having provided reasonable advance notice to persons affected by such interruption, suspension or termination.
- 18.2. In the event of an unintentional/unforeseen interruption of the Licensed Services or part thereof, which exceeds three hours, the Licensee shall inform the public and notify the Authority in writing within 24 hours outlining the cause of such interruption and the steps being undertaken to rectify such interruption.
- 18.3. The Licensee shall inform its Consumers the period a Licensed Service is to run and in any case notify the Consumers of the termination date of that Licensed Service at least when the period of offering that Licensed Service is quarter way to its termination date.
- 18.4. The provision in 18.1 shall not apply if the interruption of service is a result of Consumer's non-payment or other business related or contractual reasons.

19. CONDITION 19: ACCESS TO FACILITIES AND INSPECTION

- 19.1. The Authority reserves the right to access the Licensee's premises, facilities, files, records and other data to conduct inspections, and tests thereof, to verify continued compliance with terms and conditions of this licence and the Act.
- 19.2. The Licensee shall, upon request, provide unlimited access to all its sites and operational areas to duly authorised officers of the Authority, any person authorised by the Authority or law enforcement agency in order for the said to effectively perform their duties under the Act.
- 19.3. The Licensee shall establish and maintain information records in regard to its operations, in a format prescribed by the Authority from time to time, for a

minimum period of three (3) years from the date such records came into being, for purposes of availing such information on request by the Authority, its authorised agents or any law enforcement agency.

- 19.4. The licensee shall provide, upon request by the Authority (or its authorised agents), any information it requires during an inspection including access to any content information logs. Such information may be required to be generated from the Licensee's systems in the presence of Authority's inspectors at the time of the inspection

20. CONDITION 20: FAIR TRADING

- 20.1. Without prejudice to other obligations imposed on the Licensee under this Licence, the Licensee shall not engage in any activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in Kenya (or a part of it), in relation to any business activity relating to the Licensed Systems and services. Without limiting the generality of the foregoing, any such act or omission shall include:

20.1.1. any abuse by the Licensee, either independently or with others, of a dominant position in Kenya which unfairly excludes or limits competition between the Licensee and any other party;

20.1.2. entering into any contract or engaging in any concerted practice with any other party, which unfairly prevents, restricts or distorts competition in Kenya, or

20.1.3. effecting anti-competitive changes in the broadcasting market in Kenya, and in particular, anti-competitive mergers and acquisitions in the sector.

- 20.2. In the event it appears to the Authority that the Licensee is in breach of 20.1, the Authority shall give written notice to the Licensee:

- 20.3. stating that the Authority is investigating a possible contravention;

20.3.1. setting out detailed reasons why it appears to the Authority that there is a breach by the Licensee of this Condition, and

20.3.2. setting out the steps the Authority believes the Licensee should take in order to remedy the alleged breach and giving the Licensee a reasonable time in which to correct the alleged breach.

- 20.4. The Authority shall allow the Licensee thirty (30) days from the date of the notice to make representations to the Authority, before the Authority takes further action.

21. CONDITION 21: PROHIBITION OF CROSS-SUBSIDIZATION

- 21.1. The Licensee shall not subsidise or cross-subsidise, or permit itself to be subsidised or cross-subsidised or give or receive undue preference to or from, other broadcasting services, and/or any other licences granted to the Licensee by the Authority.
- 21.2. The Licensee shall maintain necessary records to evidence resource transfers between its associated businesses or persons. The Authority may at its discretion request the licensee to submit this or other information related to the licensed businesses to satisfy the Authority that no cross-subsidy is taking place.
- 21.3. In the event that the Authority determines that cross-subsidy has occurred the Authority shall give written notice to the licensee setting out the steps the Authority believes the Licensee should take in order to remedy the alleged breach and giving the Licensee a reasonable time in which to correct the alleged breach. The Authority shall allow the Licensee 30 days from the date of the notice to make representations to the Authority, before the Authority takes further action.
- 21.4. Where the Authority deems it necessary and appropriate to supervise and confirm compliance with the provisions of this Licence, it may require the Licensee to provide the broadcasting services through a separate division or divisions, a separate branch or branches or a separate subsidiary or subsidiaries.

22. CONDITION 22: NOTIFICATION OF CHANGE IN SHAREHOLDING

- 22.1. The shareholding of a licensee shall at all times comply with the prevailing Government's Communications Sector Policy, as may be published from time to time.
- 22.2. The Shareholding as at the date of licence Issuance is as detailed in Appendix 4
- 22.3. A licensee shall notify the Authority of any proposed change in ownership, control or proportion of shares held in it at least thirty (30) days prior to effecting such change. Provided that:

- 22.3.1. any change in shareholding exceeding 15 % of the issued share capital; or
- 22.3.2. the acquisition by an existing shareholder of at least 5% additional shares; and
- 22.3.3. shall require prior written consent of the Authority, provided that the Authority shall notify the applicant of its acceptance or refusal with the reasons thereon, within thirty (30) days of receipt of the said notification.

23. CONDITION 23: PRE-NOTIFICATION OF JOINT VENTURES

23.1. The Licensee shall notify the Authority not later than thirty (30) days before the taking effect of any of the agreements or arrangements to which this Condition applies giving particulars of the agreements and/or arrangements. The agreements or arrangements are an agreement with any person for the establishment or control of anybody corporate for the purpose of:

23.1.1. the running of a broadcasting system in Kenya which requires a licence under the Act;

23.1.2. providing broadcasting services in Kenya which requires a licence under the Act;

23.1.3. carrying of content over broadcasting systems which requires a licence under the Act;

23.1.4. the production of broadcasting apparatus for supply in Kenya where that production would lead, in the Authority's view, to a monopoly situation which would not otherwise exist in relation to the supply of broadcasting apparatus of any description in Kenya;

23.1.5. an agreement for the establishment of a partnership for any of those purposes and in those circumstances, and

23.1.6. any other agreement or arrangement in the nature of the joint venture for the purpose of running a business which requires a licence under the Act or for the purpose of providing broadcasting services in Kenya.

23.2. The above applies only in relation to an agreement or arrangement for the establishment or control of anybody corporate or partnership where the Licensee has or is to have not less than twenty (20%) per cent of the voting power in any organ controlling that body.

24. CONDITION 24: INDEMNITY

The Licensee shall indemnify and keep indemnified the Authority against any and all losses, claims, charges, expenses, actions and demands whatsoever which it may incur or be subject to, as the case may be, as a result or in relation to:

- 24.1. any breach or alleged breach of or failure or alleged failure to observe or perform any condition of this licence by or on behalf of the Licensee; or
- 24.2. any act or omission by or on behalf of the Licensee in the actual or purported operation or performance of the Service or conditions of this Licence.
- 24.3. any loss of business incurred by the licensee as a result of the Authority carrying out enforcement action due to licensee's non-compliance with any or a combination of licence terms and conditions.

25. CONDITION 25: FORCE MAJEURE

25.1. Licensee shall not be held responsible for any failure to comply with the terms and conditions of this licence that is directly or indirectly caused by circumstances beyond the control of the Licensee, including but not limited to accidental damaging of equipment (other than that caused by the wrongful act, neglect or default of the Licensee or its employees or agents) interruption of electric power, force majeure, war damage, civil disturbance, or interference by labour dispute provided;

- 25.1.1. the Licensee has, without undue delay, duly notified the Authority the nature of the event and the extend in which the broadcaster is prevented from complying with the terms and conditions of this licence;
- 25.1.2. the Authority has duly received the notification, assessed the nature of event and is convinced that the occurrence is beyond the control of the Licensee.

25.2. The exemption of force majeure shall not be held to permit suspension of licence fees payments.

26. CONDITION 26: HUMAN RESOURCE DEVELOPMENT

- 26.1. The Licensee shall submit to the Authority its Human Resource Development Plan outlining strategic success plan on empowerment of Kenyan staff.
- 26.2. The Licensee shall annually furnish the Authority with a report of implementation of Human Resource Planning.

- 26.3. An application for employment of Non Kenyans submitted and approved by immigration authorities shall be filed with the Authority.
- 26.4. The Licensee shall facilitate participation of its staff in training within and outside Kenya.
- 26.5. The Licensee shall ensure that its officers, consultants and contractors, including script-writers adhere to the Codes of practice relating to programme, advertising and technical standards.

27. CONDITION 27: DIGITAL SWITCHOVER

- 27.1. Where technological developments and/or spectrum re-allocations arising from international agreements or treaty which Kenya is party to, necessitate migration to more advanced or newer technology, the Licensee shall be accorded reasonable opportunity to migrate the licensed service to the newer technology platform provided;

27.1.1. The Licensee adheres to the prescribed timeframe of migration to the new technology

27.1.2. The Authority guarantees availability of sufficient capacity to accommodate the existing licensed service on the new platform

27.1.3. The costs related to migration to the newer technology shall be borne by the licensee

- 27.2. The Licensee shall be required to surrender the frequency resource previously utilized by the licensed service to the Authority upon shutdown and migration to the new platform

- 27.3. The Authority shall ensure appropriate amendments are effected to the Licensee's licence to reflect the changes at no cost to the Licensee.

28. CONDITION 28: PENALTIES FOR BREACH OF LICENCE CONDITIONS

The Authority shall apply the relevant penalties and fines against the Licensee for breach of the terms and conditions of the Licence in accordance with the provisions of the Act and the Regulations

29. CONDITION 29: DISPUTES

29.1. 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.

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

30. CONDITION 30: ACCOUNTING REQUIREMENTS

30.1. The Licensee shall submit to the Authority the accounting principles which relating to the running of the Licensed Systems and which allows the recording of investments, expenses and revenues in accordance with accounting standards recognised in Kenya.

30.2. Within sixty (60) days of the end of each fiscal year of the License, the Licensee shall deliver to the Authority its balance sheet as at the end of such fiscal year and the related statements of operations, equity and cash flows, in each case accompanied by a report thereon of independent auditors stating that such financial statements fairly present the financial position of the Licensee at the dates indicated and were prepared in accordance with accounting principles submitted to the Authority in accordance with 30.1 above.

30.3. The Authority may request the Licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this Licence and in particular if the accounting principles established by the Licensee fail to achieve the objectives set forth in that Condition.

31. CONDITION 31: CONTRIBUTION TO THE UNIVERSAL SERVICE FUND (USF)

31.1 The Licensee shall contribute such an amount to the Universal Service Fund based on a percentage of the Annual Gross Turnover as shall be specified by the Authority from time to time in accordance with section 84J (3) of the Act and the USF Regulations.

31.2 The Authority shall invoice the licensee at the start of the financial year for the USF as the Authority shall prescribe from time to time.

APPENDIXES

Appendix 1: Coverage Areas

Coverage Area	Site Coordinates	Frequency

1. The licensee shall ensure that it deploys its FM Radio broadcasting network to provide coverage in the authorised coverage areas as provided in Table above, where FM Radio broadcast frequencies have been assigned
2. The licensee may be authorised to provide FM radio broadcasting services in other coverage areas subject to availability of radio broadcasting frequencies.

Appendix 2: Technical details

Transmitter Details

Transmitter Site Details	Specifications
Transmitter Equipment characteristics	Equipment and Details: performance
Transmitter Equipment Details: Transmitter	
Antenna Details	
Transmitter Equipment Details: Feeder	
Band Pass Filter Details	

FM Studio Details

Studio location	Studio contacts	Type of STL link

Appendix 3: Programming

Appendix 3A: List of Programme Services

	Programme Segments	Total Weekly (%)
1	Community Programs	
2	Children Programs	
3	Music	
4	Sport	
5	Informative programs	
6	Marketing	
7	Educational Programs	
8	Others	
	Total	100%

Appendix 3B: Programme Structure

	Programme Structure	Total Weekly (%)
1	Local Programme	
	a) Self-produced Production	
	b) Co-production	
	c) Bought or owed program	
2	Re-broadcast programme	
3	Exchanged program	
4	Others	
	Total	100%

Appendix 4: Licensee Shareholding Structure

The licensee shareholding structure as at the date of licence/renewal is as shown Appendix 4

