

**BL/03**



**COMMUNITY DIGITAL SOUND BROADCASTING  
LICENCE GRANTED BY  
THE COMMUNICATIONS AUTHORITY OF KENYA  
TO**

**XXXXX  
P.O BOX XXXX  
XXXX - XXXX**

**(XXXX)**

**LICENCE NO. XXXXX**

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## THE LICENCE TERMS

The Communications Authority of Kenya (hereinafter referred to as the “**Authority**”), in accordance with the Kenya Communications Act No. 2 of 1998 and Kenya Communications (Amendment) Act No. 1 of 2009 (hereinafter referred to as the “**Act**”), and the Regulations made thereunder hereby authorises **XXX** of **P.O Box XX – XX XXX** (hereinafter referred to as the “**Licensee**”) to establish and provide **free to air** digital community sound broadcasting services (hereinafter referred to as the “**Licensed Services**”) in the coverage area indicated in Annex 1 of the Republic of Kenya in accordance with the Terms and Conditions set out in this Licence.

1. This Licence is issued on \_\_\_\_\_ (the **Issuance Date**)
2. This Licence is granted for a period of **Ten (10)** years (the “**Licence Period**”) from the Issuance Date unless it is revoked earlier in accordance with the Licence Conditions herein.
3. The Licensee is authorized to provide community sound broadcasting services, which shall be transmitted through licensed networks as approved by the Authority.
4. The Licensee is authorized to provide the Licensed Services provided that:
  - 4.1. The Licensee has the related authorizations from Governmental Authorities and such authorizations has been filed with the Authority;
  - 4.2. The determination of whether or not a separate licence is required to provide the particular service has been done by the Authority.
5. 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.
6. This Licence is subject to the provisions of the Acts and the Regulations including, but not limited to, licence modifications and enforcements.
7. 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.
8. In this Licence the following terms shall have the following meanings:
  - 8.1. “**Act**” means the Kenya Communications Act 1998 and Kenya Communications (Amendment) Act 2009, any successor legislation and any subsequent amendments made thereto;
  - 8.2. **Regulations** means the Kenya Communications (Broadcasting) Regulations 2009 and/or other Regulations developed under the Act as the case may be

- 8.3. **Authority** means the Communications Authority of Kenya;
- 8.4. **Licence** means rights and obligations of broadcasters in Kenya whose content is defined and assigned by the Authority;
- 8.5. **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;
- 8.6. **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;
- 8.7. **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 RADIO stations;
- 8.8. **Licence validity period** means the period between the date of issuance of the Licence and the expiration date of Licence.
- 8.9. **Station:** Employees and equipment used for the purpose of programme broadcast;
- 8.10. **Programme** is audio-visual presentation of a certain character which is legally produced and broadcast or distributed by radio or RADIO station under its sign, by terrestrial, cable or satellite means, and which is, as such, protected by copyrights and other related rights;
- 8.11. **Programme segment:** Programme which in audio-visual sense presents one whole unit clearly separated from other segments and content with its beginning and end;
- 8.12. **Local programme:** Programme of station which is comprised of segments of programme of local production, co-production and bought/acquired programmes
- 8.13. **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;
- 8.14. **Co-produced programme:** Programme in whose production the Licensee participated with its material and human resources;
- 8.15. **Bought/acquired programme:** Programme for which the Licensee has acquired broadcasting rights;

- 8.16. **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;
- 8.17. **Exchange of programme:** Programme segments which are exchanged by two or more providers of broadcast services;
- 8.18. **Programme schedule** means the hours of broadcasting of programme of an individual licensee;
- 8.19. **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;
- 8.20. **Watershed** period shall have the same meaning as specified in Part I of the Regulations
- 8.21. **Local Content** shall have the same meaning as defined in the Kenya Information and Communications (Broadcasting) Regulations of 2009 including any amendment thereafter.
- 8.22. **Public Interest** with respect to radio and sound programming means the obligation for licensees to observe the following among others:
- i. Provision of uninterrupted services throughout the entire term of their respective licences;
  - ii. Protection of minors and viewers from indecent programming;
  - iii. Safeguarding the right of citizens and groups to defend themselves if they have been attacked on air and promoting accuracy and fairness in news programming;
  - iv. Promoting democracy by providing equitable and fair coverage to all parties during election periods and ensuring access to civic education information by the public.
  - v. Provision of public notices and announcements during emergency, public disasters and crisis situations and provision of safety and security information to the general public at such occasions at no cost upon the request;
  - vi. Provision of a special rate card for government, public agencies and non-profit organizations for announcements on topics of national interest.
  - vii. Ensuring access to broadcasting services by persons with disabilities especially during news and events of national importance.
  - viii. Dedicate a minimum of five hours a week to educational and information shows for children;
  - ix. Promote values of nationhood and include minority groups in programming content;
  - x. Make available the station editorial policy and communicate this with their viewers from time to time.
  - xi. Promotion of local content that reflects the diversity and cultural heritage of Kenya.
- 8.23. **‘KFCB classification and rating’** means classification issued by the Kenya Film Classification Board specifying the manner in which the programmes should be labeled to ensure protection of vulnerable audience.

8.24. **Tribunal** means Communications and Multimedia Appeals Tribunal established under section 102 of the Act

## **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 community sound 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 this 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 and II annexed to this Licence.
- 1.8. This Licence replaces the broadcast permit(s) issued to Licensees by the Ministry then in charge of broadcasting before the enactment of the Kenya Communications Amendment Act No.1 of 2009.

## **2. CONDITION 2: NAME AND STATION IDENTITY**

- 2.1. The Licensee's station identification is **XXXXX**
- 2.2. It shall be the responsibility of the Licensee to ensure that the the proposed station identity name is legally registered by the relevant registration agency as appropriate
- 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 the 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 sound stations.

### **3. CONDITION 3: TRANSMISSION OF RADIO CHANNEL ONDIGITAL PLATFORM**

- 3.1. The Licensee shall enter into a contractual agreement with a licensed Broadcast Signal Distributor of its choice and sign a Service Level Agreement (SLA) for transmission of its sound signal in area(s) authorized in this licence. The SLA shall stipulate the commitments and responsibilities of each party.
- 3.2. The Licensee shall fully adhere to the terms and conditions stipulated in the SLA.
- 3.3. The Licensee shall provide its sound signal to the licensed common carrier or digital sound Broadcast Signal Distributor in the format and quality specified by the Broadcast Signal Distributor.
- 3.4. It shall be the responsibility of the Licensee to deliver its studio sound signal stream to the multiplexing centre of the licensed common carrier or digital sound signal distributor or specified site in the case of local insert.
- 3.5. The licensee shall provide the broadcast signal distributor with a 7-day electronic programme guide (EPG) complete with KFCB classification rating for each month in advance and provide updates as appropriate to ensure the most updated version of the EPG is available on the digital platform.
- 3.6. The Licensee shall pay the applicable accommodation and carriage fees to the licensed common carrier or digital sound broadcast signal distributor in accordance with the tariff duly approved by the Authority.
- 3.7. The licensee shall not interrupt or withdraw its free to air sound signal stream from the broadcast signal distributor's platform without written authorization by the Authority.

### **4. CONDITION 4: HOURS OF SERVICE**

- 4.1. The Licensee shall provide the service authorized by this licence for a period of **24** hours per day.
- 4.2. The licensee shall broadcast continuously during the licensed programming hours and may not stop broadcasting unless due to factors beyond its control or with the written permission of the Authority.



## **5. CONDITION 5: LANGUAGE**

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

### **5.1. XXXX**

## **6. CONDITION 6: ADHERENCE TO THE PROGRAMME CODE AND COMPLAINTS HANDLING PROCEDURE**

### **6.1. Programme Code**

The Licensee shall ensure the Licensed Services offered are in conformity with the Programme Code prescribed by the Authority.

### **6.2. Resolution of Complaints from the Public**

- 6.2.1. The Licensee shall, following the formal approval by the Authority, implement a procedure for handling complaints received from the public in respect of all programming which is included in the Licensee's broadcast schedule.
- 6.2.2. 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.
- 6.2.3. 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.
- 6.2.4. 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.
- 6.2.5. The Licensee shall resolve consumer complaints within the timelines provided for in its approved complaints procedure.
- 6.2.6. 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;
- 6.2.7. 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.
- 6.2.8. The Licensee shall notify the Authority regarding the details of its authorized officers designated to handle complaints related to the licensed services.

## **7. CONDITION 7: DELAYED TRANSMISSION OF LIVE EVENTS**

7.1 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 content.

## **8. CONDITION 8: PROVISION OF LICENSED SERVICES**

The Licensee shall ensure that:-

- 8.1. it continues to represent the Community interest that are represented at the time when the licence was granted or last renewed;
- 8.2. it encourages members of the Community that it serves to participate in:
  - 8.2.1. control and management of the station;
  - 8.2.2. the operations of the station in providing the services; and
  - 8.2.3. the selection and provision of programmes under the licence.
  - 8.2.4. Community participation in programming through establishment of the programming forum and a programming committee.
  - 8.2.5. it furnishes the Authority with proof of such community of interest participation in its programming.
- 8.3. it will not operate the community broadcasting service for profit or as part of the profit-making enterprise;
- 8.4. its editorial decisions affecting the content and style of programmes are not influenced by station sponsors but by the Community of interest; and
- 8.5. its station has the ability to offer emergency broadcast services and have procedures in place for provision of such emergency services.
- 8.6. broadcast local news and information which is relevant to its community of interest.
- 8.7. it discloses the source of news material sourced from a source other than itself during the news broadcast
- 8.8. if it lacks the capacity to gather news by itself, enter into agreements with the public broadcaster so as to hook-up into their news programmes for re-broadcasting to the community of interest.
- 8.9. Hold Annual General Meetings (AGMs) for the following reasons:

- 8.9.1. To provide feedback on the Licensee's compliance with the licence conditions.
  - 8.9.2. To provide feedback on the Licensee's operational and financial performance; and
  - 8.9.3. To elect members of the controlling structure e.g Board of Directors, Trustees, officials, etc subject to the Licensee's founding documents. The registered officials as at the date of licence issuance is as detailed in Appendix 3.
- 8.10. upon successful implementation of any change of registered officials as duly approved by the registering entity, it shall file with the Authority a confirmation from the registering entity listing the names of new duly registered office bearers.

## **9. CONDITION 9: LICENCE FEES**

- 9.1. The Licensee shall pay to the Authority such fees as may be prescribed by the Authority in accordance with its approved fee schedule. Such fees shall include;
  - 9.1.1. an initial licence fee to be paid before a licence is issued;
  - 9.1.2. on 1st July of each year, an annual operating fee;
  - 9.1.3. Any other fee payable under this Licence including but not limited to Licence Renewal, Licence Transfer and licence amendment including change of business name among others.
- 9.2. Any of the fees due to the Authority under 9.1.1 and 9.1.2 that remain unpaid for thirty (30) days after they become due shall attract an interest at prevailing official bank lending rate unless prior exemption had been obtained.
- 9.3. The payment of any prescribed fee shall not be construed to be an automatic approval by the Authority for the service requested for.

## **10. CONDITION 10: RENEWAL OF THE LICENCE**

- 10.1. 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.
- 10.2. The licence shall terminate upon expiry of the licence period if it is not renewed.
- 10.3. The licensee shall submit an application for renewal six months before the licence expiry date and pay the prescribed licence renewal application fee.
- 10.4. The Authority shall communicate the decision to the Licensee within three months from the date of application.
- 10.5. In considering renewal of this licence, the Authority shall consider the

compliance record of the licensee during the licence term, as well as the input from the community of interest in terms of their involvement in control and programming decisions of the station.

## **11. CONDITION 11: LICENCE TRANSFER**

- 11.1. 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.
- 11.2. Licensee shall not transfer or assign this licence, by sale of special agreement, partly or in whole, to other owners or organizations, except where the Authority has granted approval in writing. In case of termination of the Licensee as the organization or if relevant authorities declare the bankruptcy, the licence cease to be valid.
- 11.3. The licence may not be considered neither as property or ownership that may be transferred financially or inherit.
- 11.4. The licensee together with the beneficiary shall be required to fully comply with the prescribed procedure for application of transfer of licence.

## **12. CONDITION 12: LICENSE SUSPENSION**

- 12.1. The Authority may suspend some or all 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.
- 12.2. Where the Authority intends to suspend any of the services under this Licence pursuant to 12.1, 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. However, the 45 days advance notice shall not be apply where the licensee's breach is construed to be a threat to national security and vulnerable persons.
- 12.3. After the expiry of the notice in 12.2 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.
- 12.4. After the expiry of the notice in 12.2 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.
- 12.5. The notice issued in 12.4 shall specify the duration of the suspension and the conditions for lifting of the suspension.

- 12.6. Where the Licensee rectifies the breach after suspension in 12.4 above, the suspension notice shall be lifted.
- 12.7. Where the licensee fails rectify the breach at the expiry of the suspension period, the Authority may revoke the License in accordance with Condition 13.

### **13. CONDITION 13: LICENCE REVOCATION**

- 13.1. 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:
- 13.1.1 if the licensee communicates to the Authority in writing on their intention to terminate the Licence;
  - 13.1.2 if the Licensee does not provide evidence of commencement of the provision of the Licensed Systems twelve (12) months from the Issuance Date or any other date that the Authority has in writing directed commencement of licensed services. The Licensee shall satisfy the Authority that it has complied with this requirement after a successful inspection by the officers of the Authority;
  - 13.1.3 if any amount payable under Conditions 9.1 and 9.2 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;
  - 13.1.4 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;
  - 13.1.5 if the Licensee is dissolved or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors;
  - 13.1.6 If the licensee's continued operation is construed to be a threat to national security and/or cohesion;
  - 13.1.7 If the licensee, its directors or officials are engaged in criminal activities and blatantly violates other laws of the Republic of Kenya;
  - 13.1.8 If the licensee is deregistered by the registering entity.
- 13.2. 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.

#### **14. CONDITION 14: COPYRIGHT OBLIGATIONS**

- 14.1. 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.
- 14.2. The Licensee shall negotiate and agree 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 to enforce it in accordance with the powers conferred to it by section 46Q of the Kenya Communications (amendment) Act No.1 of 2009.
- 14.3. 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.
- 14.4. The Authority shall treat such contracts as confidential.

#### **15. CONDITION 15: PROVISION OF INFORMATION TO THE AUTHORITY**

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. The Licensee shall in addition be required to:
  - 15.4.1. Make and retain for 90 days' 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;
  - 15.4.2. Provide copies of such recordings to the Authority promptly upon request, in accordance with provided deadlines.
- 15.5. 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:



- 15.5.1. Station's address, telephone, fax and other contact information;
- 15.5.2. Management structure or personnel listed in the licence application;
- 15.5.3. Significant changes in operating hours, programme schedule or programme content;
- 15.5.4. New or expired agreements for programme rebroadcast and/or exchange;
- 15.5.5. Interruptions in broadcasting greater than one-half day's programme schedule;and
- 15.5.6. Changes to any technical, engineering or studio specifications.
- 15.6. The Authority shall review the Compliance Report and:
  - 15.6.1. issue the Licensee with a Compliance Certificate in respect of compliance for the year under review where the licence has complied, and
  - 15.6.2. where the Licensee is not in compliance with the Licence conditions, require the Licensee to remedy the area of non-compliance in accordance with the provisions of this Licence and the Act.
- 15.7. 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 is essential to enable it to exercise its functions under the Act.
- 15.8. 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.

## **16. CONDITION 16: PUBLIC RECORDS**

- 16.1. 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 the licence, ownership or such other operating documents as the Authority may deem to be in the public interest.
- 16.2. The Authority may in its discretion make this Licence publicly available in any manner it thinks fit, in whole or in part.
- 16.3. The provision of content of the said licensee records to third parties shall be governed by the relevant provisions of the Data Protection Act (Act no.24 of 2019) of the Laws of Kenya.

## **17. CONDITION 17: INTERRUPTIONS TO THE LICENSED SERVICES**

- 17.1. 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.
- 17.2. In the event of an unintentional/unforeseen interruption of the Licensed Services or part thereof, which are significant in nature, 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.
- 17.3. The Licensee shall inform its Consumers the period licensed services 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.
- 17.4. The provision in 17.1 shall not apply if the interruption of service is the result of Consumer's non-payment or other business related or contractual reasons.

## **18. CONDITION 18: COMPLAINTS RECEIVED FROM THE PUBLIC**

- 18.1. The Licensee shall develop and adopt procedures acceptable to the Authority for handling complaints received from the public in respect of all programming which is included in the Licensee's broadcast schedule and shall ensure that such procedures are duly observed.
- 18.2. The Licensee's complaints handling procedure shall be in conformity with the Programming Code and the relevant provisions of Kenya Communications (Broadcasting) Regulations 2009, or any amendments thereafter.
- 18.3. 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.
- 18.4. The Licensee shall broadcast regularly, on the licensed service, information regarding the manner in which aggrieved members of the public may file complaints in respect of any aspect of its broadcasting service.
- 18.5. 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 at such times the Authority may require.

## **19. CONDITION 19: INSPECTION**

The Licensee shall permit the Authority to inspect its premises, facilities, files, records and other data to enable it to exercise its functions under the Act.

## **20. CONDITION 20: ADVERTISEMENT, PROMOTIONS AND SPONSORSHIP**

- 20.1. Community sound licensees must not broadcast advertisements except in limited circumstances as will be approved by the Authority.
- 20.2. Broadcasting material of an advertising nature is not taken to be broadcast of an advertisement if it is an accidental or incidental accompaniment to a broadcast and no payment or valuable consideration has been received by the licensee in relation to it.
- 20.3. Community licensees may:
  - 20.3.1. broadcast sponsorship announcements that are appropriately tagged and do not exceed hourly sponsorship limits (seven minutes for sound);
  - 20.3.2. broadcast station promotions;
  - 20.3.3. broadcast community information or community promotions; and
  - 20.3.4. sell airtime as long as they comply with licence obligations, including the statutory limits that apply to community broadcasting.
- 20.4. Community licensees are responsible for all material they broadcast, including material sourced externally and material produced by stations.
- 20.5. Station promotions include any material that is likely to encourage the public to give financial or otherwise support to the community broadcasting service. This could be by way of announcements or promotion of events, products or services associated with the station, but cannot be for a third party's goods or services. Such material does not require a tag although where payment in cash or kind is received the material must be counted towards the hourly sponsorship limit.
- 20.6. All sponsorships must acknowledge the financial or in-kind support given by a sponsor to community broadcasting licensee or a program provided under the service.

## **21. CONDITION 21:INDEMNITY**

- 21.1.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;
- 21.1.1. 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
- 21.1.2. 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.
- 21.1.3. 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.

## **22. CONDITION 22:FORCE MAJEURE**

- 22.1. 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 bylabour dispute provided;
- 22.2. 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 complyingwith the terms and conditions of this licence;
- 22.3. 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
- 22.4. The exemption of *force majeure* shall not be held to permit suspension of licence fee payments.

## **23. CONDITION 23: HUMAN RESOURCE DEVELOPMENT**

- 23.1. The Licensee shall ensure that the composition of its management and staff reflects the racial and gender demographics of the community it serves.
- 23.2. The Licensee shall submit to the Authority its Human Resource Development Plan outlining strategic success plan on empowerment of local staff.
- 23.3. The Licensee shall annually furnish the Authority with a report of implementation of Human Resource Planning.

- 23.4. Non-Kenyan staff shall be approved by immigration authorities and filed with the Authority.
- 23.5. The Licensee shall facilitate participation of its staff in training within and outside Kenya.
- 23.6. The Licensee shall ensure that its officers, consultants and contractors, including scriptwriters adhere to the Codes of practice relating to programme, advertising and technical standards.

#### **24. CONDITION 24: FINANCES**

The Licensee:

- 24.1. shall ensure that any profits accrued and any other income received is used to promote its broadcasting activities or in the service of its community.
- 24.2. may not pay a dividend to any of its board members, directors, trustees, management or staff. This does not preclude the payment in good faith of reasonable remuneration for services rendered to the licensee.
- 24.3. shall provide the Authority with the name and address of all its donors together with details of the amount donated by each donor at the end of each quarter.
- 24.4. shall, at the end of every financial year, supply to the Authority, an audited statement of income and expenditure compiled in accordance with standard accounting procedures and any other supporting documentation as may be required by the Authority after receipt of the annual audited statement.
- 24.5. shall cause to be prepared and submitted to the Authority, a report on annual basis or at such other intervals as Authority shall reasonably request, on how any profits accrued and any other income received for the operations of the Community Broadcasting Station are invested in activities benefiting the community.

#### **25. CONDITION 25: 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

#### **26. CONDITION 26: DISPUTES**

- 26.1. The dispute settlement mechanism set out in the Act shall apply to any dispute or disputes that arise out of the provisions of this licence.
- 26.2. 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.

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

## **27. CONDITION 27: PUBLIC EMERGENCIES**

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

27.2. 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.

27.3. 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 or cease provision of the licensed services in accordance with the instructions of the Authority or the competent entity indicated thereby.

27.4. 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.

27.5. The Licensee may be entitled to reimbursement by the Government of its direct costs for the provision of the services mentioned in 27.2 and 27.3 above if at the onset of the emergency, the Government or the Authority committed explicitly in writing to compensate the licensee for services to be offered.

27.6. The obligation in 27.1 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.

## **28. CONDITION 27: TECHNICAL OPERATIONAL PROCEDURES**

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

28.2. 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.

28.3. 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).

28.4. 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 stations, as well as in accordance with all enforced Rules in Kenya.

28.5. 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.

- 28.6. The equipment and apparatus of the Licensee must be operated and maintained by competent persons at all times.
- 28.7. 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 authorized technical parameters prior to use.
- 28.8. The Licensee shall not offer its services in other areas other than the licensed geographical target area.
- 28.9. The Licensee shall ensure that associated services outsourced such as signal distribution are procured only from duly licensed entities.
- 28.10. The Licensee shall notify the Authority the physical address of location of its broadcasting studios before authorizing the service.
- 28.11. Where technological developments and/or spectrum re-allocations arising from international agreements or treaty which Kenya is party to, necessitate migration to more advanced/newer technology, the Licensee shall be accorded reasonable opportunity to migrate the licensed service to the newer technology or platform provided;
- 28.12. The Licensee adheres to the prescribed timeframe of migration to the new technology
- 28.13. The Authority guarantees availability of sufficient capacity to accommodate the existing licensed service on the new platform
- 28.14. The costs related to migration to the newer technology shall be borne by the licensee



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

## **29. CONDITION 29: LICENSEE'S TERMINATION RIGHT**

- 29.1. The Licensee shall have the right to terminate this License provided a notice to terminate under this Section shall be given to the Authority and its clients, in writing, explaining the basis of such determination, with such termination to subsequently take effect no sooner than one hundred and twenty (120) days after such written notice was provided to the Authority. The Licensee shall also give its advertisers at least ninety (90) days' notice of its decision to cease providing free to air sound broadcasting services
- 29.2. The licensee shall be responsible for settling any claims or compensation demanded by its clients prior to termination of the licensed service.
- 29.3. The terminating licensee, in liaison with its clients may, upon obtaining consent by the Authority, appoint other licensed free to air sound broadcasting service providers to take over its un-aired advertisements and programmes under mutually agreed terms and conditions.

## **30. CONDITION 30: DIGITAL SWITCHOVER**

- 30.1. 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 a different digital technology, the Licensee shall be accorded reasonable opportunity to migrate the licensed service to the newer technology platform provided;
- 30.1.1. The Licensee adheres to the prescribed timeframe of migration to the new technology
- 30.1.2. The Authority guarantees availability of sufficient capacity to accommodate the existing licensed service on the new platform
- 30.1.3. The costs related to migration to the newer technology shall be borne by the licensee
- 30.2. The Authority shall ensure appropriate amendments are effected to the Licensee's licence to reflect the changes at no cost to the Licensee.

Signed for and on behalf of the Authority

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**Director General**

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**Date**

## APPENDICES

### Appendix 1: Coverage Area(s)

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### Appendix 2: Programming

#### Appendix 2A: 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	Religious	
	Total	

#### Appendix 2B: Programme Structure

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

	<b>Total</b>	<b>100%</b>
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**APPENDIX 3: Licensee's Ownership Details/Registered Officials**

<b>No.</b>	<b>Name of Station</b>	<b>Official</b>	<b>Position</b>
1.			
		<b>TOTAL</b>	

**Note:** Change of ownership structure /officials shall be made in accordance with **Condition 8** of this Licence.