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            No.***GENERAL NOTICE****Independent Communications Authority of South Africa***General Notice*

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## GENERAL NOTICE

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### NOTICE 1084 OF 2007



#### **NOTICE OF INTENTION TO PRESCRIBE THE GENERAL TERMS AND CONDITIONS OF INDIVIDUAL AND CLASS LICENCES UNDER CHAPTER 3 OF THE ELECTRONIC COMMUNICATIONS ACT, 2005 (NO. 36 OF 2005)**

The Independent Communications Authority of South Africa ("the Authority"), hereby gives notice of its intention to prescribe the general terms and conditions of the licences in terms of Chapter 3 of the Electronic Communications Act, 2005 (No. 36 of 2005).

A copy of the proposed general terms and conditions for the class and individual licences is available on the Authority's website ([www.icasa.org.za](http://www.icasa.org.za)) and in the ICASA Library at 164 Katherine Street, Pin Mill Farm, First Floor, Block D between 10h00 and 16h30, Monday to Friday.

Interested persons are hereby invited to submit written comments or written representations with regard to the proposed regulations, to be received **by no later than 16h30 on 19 September 2007** by post, hand delivery or facsimile transmission for the attention of:

Mathibela Selepe  
Independent Communications Authority of South Africa,  
Private Bag X1 0002  
SANDTON  
2046

Or  
Block A, Pin Mill Farm  
164 Katherine Street  
SANDTON  
2196

Tel: (011) 321 8377  
Fax: (011) 321 8547  
E-mail: [mselepe@icasa.org.za](mailto:mselepe@icasa.org.za)

**PARIS MASHILE  
CHAIRPERSON  
ICASA**

[The Licence document]

[ICASA LOGO]

**Independent Communications Authority of South Africa**

Hereby issues a

**CLASS LICENCE FOR BROADCASTING SERVICES**

to provide

**Community Sound Broadcasting/  
Community Television Broadcasting/  
Commercial Low Power Sound Broadcasting/  
Commercial Subscription Low Power Sound Broadcasting/  
Community Low Power Sound Broadcasting/  
Other Service as Prescribed by the Authority**

to

**[Licensee Name]**

**[Licence Reg. No.]**

in the broadcast coverage area:

using technology platform:

broadcasting in the following languages:

Issued at Sandton, Johannesburg, the **[date]**

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(Signature)

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**STANDARD TERMS AND CONDITIONS  
FOR  
CLASS BROADCASTING SERVICES LICENCES**

The present document, setting forth the standard terms and conditions ('Terms and Conditions') for Class Broadcasting Services Licences forms an integral part of the Class Broadcasting Licence to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence.

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
- b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
- c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
- d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.
- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.

- f. Should any specific provision of these Terms and Conditions become void or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## 2. COMPLIANCE WITH LAW AND REGULATIONS

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
  - b. The Licensee must comply with provisions of the Act and the ICA8A Act, No.13 of 2000, as amended ("the ICA8A Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
  - c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
  - d. Equipment and apparatus to be used for the provision of Broadcasting Services ("88") must be type approved in terms of the Act.
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### 3. OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.
- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations, changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### 4. LICENCE AREA

The Licence area is a district or local municipality as defined in the Local Government Municipal Structures Act, Act No 117 of 1998, including communities with ascertainable common interests that are restricted to this area.

#### 5. DURATION OF THE LICENCE

- a. The Licence is valid for four (4) years from the date of issue.
- b. Upon the conversion of the Licence, the Authority may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Authority's register of class BS Licences.

#### 6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation any and all radio frequency spectrum Licences and/or Electronic Communications Network Service ("ECNS") Licences issued in terms of the Act.

#### 7. COMMENCEMENT OF OPERATIONS

- a. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the Broadcasting Services specified in this Licence within six (6) months from ~~the date of issue of this Licence.~~
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- b. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.

## 8. HOURS OF OPERATIONS

Unless the Authority has approved another, shorter, schedule of daily broadcast operations which is appended hereto as an Annexure to this Licence, the Licensee must provide broadcast services twenty four (24) hours per day, seven days a week.

## 9. SERVICES TO BE PROVIDED BY THE LICENSEE

The Licensee must in terms of this Licence provide one of the following BS as specified on the first page of this Licence:

- a. Community Sound BS;
- b. Community Television BS;
- c. Community Low Power Sound BS;
- d. Commercial Low Power Sound BS;
- e. Commercial Low Power Subscription Sound BS ; or
- f. Other services as the Authority may prescribe in terms of the Act

## 10. LICENCE FEES

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.



**11. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

**12. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

**13. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

**14. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

**15. COMPLIANCE WITH THE CODE OF CONDUCT FOR BS LICENSEES AND CODE OF ADVERTISING PRACTICE**

The Licensee must comply with the codes of conduct for BS Licensees as determined or approved by the Authority in terms of section 54 of the Act and the code of advertising practice as determined by the Advertising Standards Authority of South Africa as required in terms of section 55 of the Act.

**16. LOCAL CONTENT REQUIREMENTS**

The Licensee must comply with the Authority's applicable local content requirements as prescribed in terms of section 61 of the Act, if any.

**17. ADVERTISEMENTS**

Licensees must comply with the applicable advertising requirements and restrictions as prescribed by the Authority from time to time.

**18. ELECTION-RELATED BROADCASTING**

The Licensee must comply with the provisions of the Act and prescribed regulations relating to party election broadcasts and political advertising.

**19. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

**20. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

**21. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee, subject to and in accordance with the provisions of Chapter 8 of the Act.

**22. PROVISION OF PROGRAMME SCHEDULE AND OTHER INFORMATION AND RECORD KEEPING**

- a. The Licensee must provide its programme schedule and any documents or information related to the programme schedule as may be requested from time to time by the Authority.

- b. The Licensee must provide such other information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.
- c. The Licensee must keep a record of all programmes broadcast as required in terms of section 53 of the Act.

**23. PUBLIC SERVICE ANNOUNCEMENTS, INCLUDING IN RESPECT OF DIGITAL SWITCHOVER**

- a. The Licensee must broadcast public service announcements in the public interest from time to time as may be required by the Authority.
- b. The Licensee must inform its audience of dual illumination and digital switchover dates as well as processes and arrangements for digital broadcasting in accordance with publication requirements as prescribed by the Authority.

[The Licence document]

[ICASA LOGO]

**Independent Communications Authority of South Africa**

Hereby issues a

**CLASS LICENCE FOR ELECTRONIC COMMUNICATIONS SERVICES**

to

[Licensee Name]

[Licence Reg. No.]

Issued at Sandton, Johannesburg, the [date]

\_\_\_\_\_  
(Signature)

**STANDARD TERMS AND CONDITIONS  
FOR  
CLASS ELECTRONIC COMMUNICATIONS SERVICES LICENCES**

The present document, setting forth the standard terms and conditions ("Terms and Conditions") for Class Electronic Communications Services Licences forms an integral part of the Class Electronic Communications Services Licences to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence.

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
- b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
- c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
- d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.
- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.

- f. Should any specific provision of these Terms and Conditions become void or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## **2. COMPLIANCE WITH LAW AND REGULATIONS**

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
- b. The Licensee must comply with provisions of the Act and the ICASA Act, No.13 of 2000, as amended ("ICASA Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
- c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
- d. Equipment and apparatus to be used for the provision of Electronic Communications Services ("ECS") must be type approved in terms of the Act.

### 3. OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.
- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations, changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### 4. LICENCE AREA

The Licence area for operations under this Licence is the Republic or any part thereof.

#### 5. DURATION OF THE LICENCE

- a. The Licence is valid for 10 (ten years) from the date of issue.
- b. Upon the conversion of the Licence, the Authority may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Authority's register of class ECS Licences.

#### 6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation any and all radio frequency spectrum Licences and/or Electronic Communications Network Service (UECNS") Licences issued in terms of the Act.

#### 7. COMMENCEMENT OF OPERATIONS

- a. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the ECS specified in this Licence within six (6) months from the date of issue of this Licence.
- b. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.



**8. SERVICES TO BE PROVIDED BY THE LICENSEE**

The Licensee must provide ECS by means of an Electronic Communications Network (UECN") operated by an Electronic Communications Network Services (UECNS") Licensee.

**9. LICENCE FEES**

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.

**10. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

**11. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

**12. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

**13. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

#### **14. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

#### **15. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

#### **16. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee, subject to and in accordance with the provisions of Chapter 8 of the Act.

#### **17. PROVISION OF INFORMATION**

The Authority may, for purposes of monitoring and enforcing consumer protection, quality of service, pricing and other characteristics of ECS provided under this Licence, as well as for purposes of sectoral planning and any other purpose, require the Licensee to provide such information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.

#### **18. ACCESS TO EMERGENCY NUMBERS**

The Licensee must provide its subscribers with access to public emergency communications centres in accordance with the Act.

## **19. TARIFFS AND FEES**

- c. The Licensee must not commence providing any service for a charge, fee or other compensation, unless and until the proposed prices for such services have been approved by the Authority in accordance with the prescribed regulations.
- d. Licensees must publish details of their service tariffs and other terms and conditions of the provision of such services by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same;
  - iii. providing such details on the monthly customer invoice; and
  - iv. providing such details on its website.

## **20. METERING AND BILLING ARRANGEMENTS**

The Licensee must provide each customer with a detailed and accurate invoice and/or statement reflecting inter alia the following information:

- a. the extent of the different services rendered to the customer;
- b. a breakdown of the different charges associated with such services
- c. the service tariffs; and
- d. other terms and conditions of the provision of the services"

for the period to which the invoice and/or statement relates.

**[The Licence document]**

**[ICASA LOGO]**

**Independent Communications Authority of South Africa**

Hereby issues an

**CLASS LICENCE FOR ELECTRONIC COMMUNICATIONS NETWORK  
SERVICES**

to

**[Licensee Name]**

**[Licence Reg. No.]**

Issued at Sandton, Johannesburg, the **[date]**

\_\_\_\_\_  
(Signature)

**STANDARD TERMS AND CONDITIONS  
FOR  
CLASS ELECTRONIC COMMUNICATIONS NETWORK SERVICES  
LICENCES**

The present document, setting forth the standard terms and conditions ("Terms and Conditions") for Class Electronic Communications Services Network Licences, forms an integral part of the Class Communications Network Services Licences to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence.

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
  - b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
  - c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
  - d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.
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- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.
- f. Should any specific provision of these Terms and Conditions become void or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## **2. COMPLIANCE WITH LAW AND REGULATIONS**

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
- b. The Licensee must comply with provisions of the Act and the ICASA Act, NO.13 of 2000, as amended ("ICASA Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
- c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
- d. Equipment and apparatus to be used for the provision of Electronic Communications Network Services ("ECNS") must be type approved in terms of the Act.

### 3. OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.
- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations, changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### **4. LICENCE AREA**

The Licence area is a district or local municipality as defined in the Local Government Municipal Structures Act, Act No 117 of 1998.

#### **5. DURATION OF THE LICENCE**

- a. The licence is valid for 10 (ten years) from the date of issue.
- b. Upon the conversion of the Licence, the Authority may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Specific Terms and Conditions Annexure to this Licence.

#### **6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD**

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation, any and all radio frequency spectrum Licences and/or Electronic Communications Service ("ECS") Licences issued in terms of the Act.

#### **7. COMMENCEMENT OF OPERATIONS**

- c. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the ECS specified in this Licence within six (6) months from the date of issue of this Licence.
- d. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.



**8. SERVICES TO BE PROVIDED BY THE LICENSEE**

The Licensee must construct and maintain an Electronic Communications Network (UECN") and provide ECNS in terms of the Act.

**9. LICENCE FEES**

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.

**10. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

**11. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

**12. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

**13. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

**14. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

**15. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

**16. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 8 of the Act.

**17. ACCESS TO EMERGENCY NUMBERS**

The Licensee must ensure that its ECN can provide access to public emergency communications centres in accordance with the Act.

**18. PROVISION OF INFORMATION**

The Authority may, for purposes of monitoring and enforcing consumer protection, quality of service, pricing, cross-subsidization, statistical information such as traffic patterns, churn rates, dropped calls, network outage and other characteristics of ECNS provided under this Licence, as well as for purposes of sectoral planning and any other purpose, require the Licensee to provide such information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.

## 19. TARIFFS AND FEES

- a. The Licensee must not commence providing any service for a charge, fee or other compensation, unless and until the proposed prices for such services have been approved by the Authority in accordance with the prescribed regulations.
- b. Licensees must publish details of their service tariffs and other terms and conditions of the provision of such services by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same;
  - iii. providing such details on the monthly customer invoice; and
  - iv. providing such details on its website.

## 20. METERING AND BILLING ARRANGEMENTS

The Licensee must provide each customer with a detailed and accurate invoice and/or statement reflecting inter alia the following information:

- a. the extent of the different services rendered to the customer;
- b. a breakdown of the different charges associated with such services
- c. the service tariffs; and
- d. other terms and conditions of the provision of the services"

for the period to which the invoice and/or statement relates.

## **21. UNIVERSAL SERVICE AND ACCESS**

The licensee must meet or exceed its roll-out targets as contained in its roll-out plan submitted to the Authority and contained in the Register of Class ECNS Licences maintained by the Authority.

[The Licence document]

[ICASA LOGO]

**Independent Communications Authority of South Africa**

Hereby issues an

**INDIVIDUAL LICENCE FOR BROADCASTING SERVICES**

to provide

**[Public/Public Commercial Television Broadcasting/  
Public/Public Commercial Sound Broadcasting/  
Public Commercial Subscription (Sound and/or Television)  
Broadcasting  
Commercial Television Broadcasting/  
Commercial Sound Broadcasting/  
Commercial Subscription (Sound and/or Television) Broadcasting/  
Another Service Prescribed by the Authority]**

to

**[Licensee Name]**

**[Licence No.]**

Issued at Sandton, Johannesburg, the **[date]**

\_\_\_\_\_  
(Signature)

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**STANDARD TERMS AND CONDITIONS  
FOR  
INDIVIDUAL BROADCASTING SERVICES LICENCES**

The present document, setting forth the standard terms and conditions ("Terms and Conditions") for Individual Broadcasting Services Licences forms an integral part of the Individual Broadcasting Licence to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence.

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
- b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
- c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
- d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.
- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.

- f. Should any specific provision of these Terms and Conditions become void or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## 2. COMPLIANCE WITH LAW AND REGULATIONS

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
- b. The Licensee must comply with provisions of the Act and the ICASA Act, NO.13 of 2000, as amended ("ICASA Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
- c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
- d. Equipment and apparatus to be used for the provision of Broadcasting Services ("BS") must be type approved in terms of the Act.

## 3. OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.

- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations. changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### 4. LICENCE AREA

The Licence area is provincial or national in scope and is as identified in the Annexure of Specific Terms and Conditions to the Licence.



## 5. DURATION OF THE LICENCE

- a. Individual BS Licences have the following Licence terms:
  - i. eight (8) years for a public/public commercial or commercial free to air television BS,
  - ii. ten (10) years for commercial or public commercial subscription BS; and
  - iii. six (6) years for a public/public commercial or commercial free to air sound BS.
- b. Upon the conversion of the Licence, THE AUTHORITY may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Specific Terms and Conditions Annexure to this Licence.

## 6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation any and all radio frequency spectrum Licences and/or Electronic Communications Network Service ("ECNS") Licences issued in terms of the Act.

## 7. COMMENCEMENT OF OPERATIONS

- a. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the Broadcasting Services specified in this Licence within six (6) months from the date of issue of this Licence.

- b. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.

## 8. HOURS OF OPERATIONS

Unless the Authority has approved another, shorter, schedule of daily broadcast operations which is appended hereto as an Annexure to this Licence, the Licensee must provide broadcast services twenty four (24) hours per day, seven days a week.

## 9. SERVICES TO BE PROVIDED BY THE LICENSEE

The Licensee must in terms of this Licence provide one of the following BS as specified on the first page of this Licence:

- a. Public Free to Air Television BS;
- b. Public Commercial Free to Air Television BS;
- c. Public Free to Air Sound BS;
- d. Public Commercial Free to Air Sound BS;
- e. Public Commercial Subscription (Sound and/or Television) BS
- f. Commercial Free to Air Television BS;
- g. Commercial Free to Air Sound BS;
- h. Commercial Subscription (Sound and/or Television) BS; or
- i. Other *services* as the Authority may prescribe in terms of the Act

**10. LICENCE FEES**

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.

**11. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

**12. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

**13. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

**14. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

**15. COMPLIANCE WITH THE CODE OF CONDUCT FOR BS LICENSEES AND CODE OF ADVERTISING PRACTICE**

The Licensee must comply with the codes of conduct for BS Licensees as determined or approved by the Authority in terms of section 54 of the Act and the

code of advertising practice as determined by the Advertising Standards Authority of South Africa as required in terms of section 55 of the Act.

#### **16. LOCAL CONTENT REQUIREMENTS**

The Licensee must comply with the Authority's applicable local content requirements as prescribed in terms of section 61 of the Act and with any specific local content Licence conditions provided for in the Specific Terms and Conditions Annexure annexed to and forming part of this Licence.

#### **17. ADVERTISEMENTS**

Licensees must comply with the applicable advertising requirements and restrictions as prescribed by the Authority from time to time.

#### **18. ELECTION-RELATED BROADCASTING**

The Licensee must comply with the provisions of the Act and prescribed regulations relating to party election broadcasts and political advertising.

#### **19. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

#### **20. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

**21. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee, subject to and in accordance with the provisions of Chapter 8 of the Act.

**22. PROVISION OF PROGRAMME SCHEDULE AND OTHER INFORMATION AND RECORD KEEPING**

- a. The Licensee must provide its programme schedule and any documents or information related to the programme schedule as may be requested from time to time by the Authority.
- b. The Licensee must provide such other information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.
- c. The Licensee must keep a record of all programmes broadcast as required in terms of section 53 of the Act.

**23. PUBLIC SERVICE ANNOUNCEMENTS, INCLUDING IN RESPECT OF DIGITAL SWITCHOVER**

- a. The Licensee must broadcast public service announcements in the public interest from time to time as may be required by the Authority.
  - b. The Licensee must inform its audience of dual illumination and digital switchover dates as well as processes and arrangements for digital broadcasting in accordance with publication requirements as prescribed by the Authority.
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**24. PUBLICATION OF SUBSCRIPTION FEES AND TELEVISION LICENCE FEES**

- a. Subscription BS Licensees must publish details of their subscription fees and other terms and conditions of the provision of such services by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same;
  - iii. providing such details on the monthly customer invoice; and
  - iv. providing such details on its website.
- b. The public broadcaster must publish details of the television Licence fee prescribed in terms of the Broadcasting Act by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same; and
  - iii. providing such details on its website.

**25. SUBSCRIPTION BROADCASTERS' OBLIGATIONS**

A public commercial or commercial subscription BS Licensee must comply with all obligations for subscription broadcasting Licensees as may be prescribed by the Authority in terms of the Act from time to time.

**26. SPECIFIC TERMS AND CONDITIONS**

- a. At the time of issuing this Licence or upon renewal thereof, the Authority may impose additional specific terms and conditions upon the Licensee arising out of the existing conditions, the licensing process, promises of performance made by the Licensee and negotiations between the Authority and the Licensee, including, without limitation, in respect of:

- i. geographic coverage area;
  - ii. the Licence period;
  - iii. technology platform to be used;
  - iv. the interoperability of subscriber equipment;
  - v. nature of service to be provided by the Licensee;
  - vi. the provision of such other information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority;
  - vii. language(s) of broadcast;
  - viii. format;
  - ix. local content requirements in addition to those prescribed by the Authority in regulation;
  - x. programming requirements generally, including without limitation, requirements in respect of news, actuality programming, political issues of public interest, educational programming, youth programming, programming to meet the needs of disabled persons etc;
  - xi. universal service and access requirements;
  - xii. Broad-Based Black Economic Empowerment ownership and control requirements; and
  - xiii, industry training and skills development.
- b. The specific terms and conditions imposed by the Authority in terms of sub-clause a. must be contained in an Annexure to this Licence which forms part of this Licence.

[The Licence document]

[ICASA LOGO]

**Independent Communications Authority of South Africa**

Hereby issues an

**INDIVIDUAL LICENCE FOR ELECTRONIC COMMUNICATIONS NETWORK  
SERVICES**

to

[Licensee Name]

[Licence Reg. No.]

Issued at Sandton, Johannesburg, the [date]

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(Signature)



**STANDARD TERMS AND CONDITIONS  
FOR  
INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICES  
LICENCES**

The present document, setting forth the standard terms and conditions ("Terms and Conditions") for Individual Electronic Communications Services Network Licences, forms an integral part of the Individual Electronic Communications Network Services Licences to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence.

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
- b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
- c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
- d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.

- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.
- f. Should any specific provision of these Terms and Conditions become void or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## 2. COMPLIANCE WITH LAW AND REGULATIONS

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
- b. The Licensee must comply with provisions of the Act and the ICASA Act, No.13 of 2000, as amended ("ICASA Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
- c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
- d. Equipment and apparatus to be used for the provision of Electronic Communications Network Services ("ECNS") must be type approved in terms of the Act.

### 3. OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.
- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations, changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### **4. LICENCE AREA**

The Licence area is provincial or national in scope and is as identified in the Annexure of Specific Terms and Conditions to the Licence.

#### **5. DURATION OF THE LICENCE**

- a. The licence is valid for 20 (twenty years) from the date of issue.
- b. Upon the conversion of the Licence, the Authority may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Specific Terms and Conditions Annexure to this Licence.

#### **6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD**

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation, any and all radio frequency spectrum Licences and/or Electronic Communications Service (UECS") Licences issued in terms of the Act.

#### **7. COMMENCEMENT OF OPERATIONS**

- a. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the ECS specified in this Licence within six (6) months from the date of issue of this Licence.
- b. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.

**8. SERVICES TO BE PROVIDED BY THE LICENSEE**

The Licensee must construct and maintain an Electronic Communications Network ("ECN") and provide ECNS in terms of the Act.

**9. LICENCE FEES**

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.

**10. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

**11. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

**12. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

**13. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

**14. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

**15. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

**16. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter B of the Act.

**17. ACCESS TO EMERGENCY NUMBERS**

The Licensee must ensure that its ECN can provide access to public emergency communications centres in accordance with the Act.

**18. PROVISION OF INFORMATION**

The Authority may, for purposes of monitoring and enforcing consumer protection, quality of service, pricing, cross-subsidization, statistical information such as traffic patterns, churn rates, dropped calls, network outage and other characteristics of ECNS provided under this Licence, as well as for purposes of sectoral planning and any other purpose, require the Licensee to provide such information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.

## 19. TARIFFS AND FEES

- a. The Licensee must not commence providing any service for a charge, fee or other compensation, unless and until the proposed prices for such services have been approved by the Authority in accordance with the prescribed regulations.
- b. Licensees must publish details of their service tariffs and other terms and conditions of the provision of such services by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same;
  - iii. providing such details on the monthly customer invoice; and
  - iv. providing such details on its website.

## 20. METERING AND BILLING ARRANGEMENTS

The Licensee must provide each customer with a detailed and accurate invoice and/or statement reflecting inter alia the following information:

- e. the extent of the different services rendered to the customer;
- f. a breakdown of the different charges associated with such services
- g. the service tariffs; and
- h. other terms and conditions of the provision of the services"

for the period to which the invoice and/or statement relates.

**21. SPECIFIC TERMS AND CONDITIONS:**

- c. At the time of issuing this Licence or upon renewal thereof, the Authority may impose additional specific terms and conditions upon the Licensee arising out of the existing conditions, the licensing process, promises of performance made by the Licensee and negotiations between the Authority and the Licensee, including, without limitation, in respect of:
- i. the provision of such other information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority, etc;
  - ii. nature of service to be provided by the licensee;
  - iii. universal service and access requirements, including, without limitation, detailed roll-out obligations and incentives for the provision of ECNS services in rural and under-serviced areas;
  - iv. Broad-Based Black Economic Empowerment ownership and control requirements; and
  - v. industry training and skills development.
- d. The specific terms and conditions imposed by the Authority in terms of sub-clause a. must be contained in an Annexure to this licence which must form part of this licence.



**[The Licence document]**

**[ICASA LOGO]**

**Independent Communications Authority of South Africa**

Hereby issues an

**INDIVIDUAL LICENCE FOR ELECTRONIC COMMUNICATIONS SERVICES**

to

**[Licensee Name]**

**[Licence Reg. No.]**

Issued at Sandton, Johannesburg, the **[date]**

\_\_\_\_\_  
(Signature)

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**STANDARD TERMS AND CONDITIONS  
FOR  
INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICES LICENCES**

The present document, setting forth the standard terms and conditions ("Terms and Conditions") for Individual Electronic Communications Services Licences, forms an integral part of the Individual Electronic Communications Services Licences to which they are appended and, subject to the applicable laws and regulations, sets forth the rights and obligations of the Licensee named in the foregoing Licence,

**1. INTERPRETATION**

- a. In this document terms must have the same meaning as in the Electronic Communications Act no. 36 of 2005 (the "Act"), unless otherwise defined herein.
- b. The use of singulars must, where appropriate in the context include the plural. Persons, where referred to, may be individuals or legal persons.
- c. The headings grouping the provisions of this document are solely for the convenience of the reader and do not limit or affect the content of provisions stated thereunder.
- d. Any express or implied reference to any enactment includes laws, regulations or other legal documents of binding effect promulgated by a properly authorized public body, including documents enacted or re-enacted, promulgated, amended or revised after the date of this Licence being issued.
- e. Any schedules attached to this document must form a part of this document and be of equal force and effect.

- f. Should any specific provision of these Terms and Conditions become *void* or unenforceable as a result of a change of law, or the final judgment of a court of competent jurisdiction, all other provisions hereof must continue to remain in force notwithstanding.

## **2. COMPLIANCE WITH LAW AND REGULATIONS**

- a. This Licence is issued under the powers delegated by the Act to the Independent Communications Authority of South Africa (the "Authority") and remains subject to the terms of said Act, including the continuing jurisdiction of the Authority in its implementation thereof, including all regulations currently in effect or as may be promulgated in the future by the Authority under the provisions of the Act.
- b. The Licensee must comply with provisions of the Act and the ICASA Act, No.13 of 2000, as amended ("The ICASA Act"); and any other applicable legislation, regulations, guidelines or policies valid and effective at any time during the term of this Licence.
- c. The Licensee remains under the continuing obligation to conduct its operations affecting or involving this Licence in conformity with all applicable laws, regulations and the present terms and conditions as are now effective or may be later promulgated. Failure to observe the provisions of law and regulations may result in the imposition of sanctions against the Licence holder in accordance with the provisions of the Act and such applicable regulations as may be promulgated by the Authority.
- d. Equipment and apparatus to be used for the provision of Electronic Communications Services ("ECS") must be type approved in terms of the Act.

### 3, OWNERSHIP AND CONTROL

- a. This Licence is issued to the natural or juristic person named in the Licence document.
- b. No transfer of the Licence or direct or indirect change of control of the Licensee may be effected without the Licensee submitting a written application for prior approval thereof to the Authority and the Authority giving its prior written approval thereof as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- c. No reduction in the percentage of effective Broad Based Black Economic Empowerment ownership, whether direct or indirect, of the Licensee may be effected without the Licensee submitting a written application to the Authority for its prior written approval thereof and the Authority approving same as provided for under the terms of the Act and such regulations of the Authority as may apply to approval requirements for such transactions.
- d. The named Licensee remains legally responsible for the operations carried out under the terms of this Licence unless and until this Licence has expired on its own terms, been revoked or suspended, or returned to the Authority in compliance with the terms of the Act and such regulations as the Authority has, or may in the future promulgate.
- e. The Licensee must, provide notice to the authority in the proper form upon the occurrence of certain events, including but not limited to the suspension or termination of operations, changes to the Board of Directors, bankruptcy, or analogous events impairing the ability of the Licensee to conduct the operations authorized and required under the terms of this Licence, the Act, and the regulations of the Authority.

#### **4. LICENCE AREA**

The Licence area for operations under this Licence is the Republic or any part thereof.

#### **5. DURATION OF THE LICENCE**

- a. The licence is valid for 15 (fifteen years) from the date of issue.
- b. Upon the conversion of the Licence, the Authority may take into account the existing Licence period to determine the Licence's remaining period of validity which is to be reflected in the Specific Terms and Conditions Annexure to this Licence.

#### **6. COMPLIANCE WITH TERMS AND CONDITIONS OF OTHER LICENCES HELD**

The Licensee must comply with the provisions of all other Licences issued to the Licensee in conducting any aspects of operations authorized or required under the terms of the present Licence, including without limitation any and all radio frequency spectrum Licences and/or Electronic Communications Network Service ("ECNS") Licences issued in terms of the Act.

#### **7. COMMENCEMENT OF OPERATIONS**

- a. Unless the Authority has granted an extended term upon application made by the Licensee, the Licensee must commence operation of the ECS specified in this Licence within six (6) months from the date of issue of this Licence.
- b. Proof of type-approval of all equipment and apparatus must be provided to the Authority prior to commencement of the provision of the services.

## **8. SERVICES TO BE PROVIDED BY THE LICENSEE**

The Licensee must provide ECS by means of an Electronic Communications Network ("ECN") operated by an ECNS Licensee.

## **9. LICENCE FEES**

The Licensee must pay the prescribed Licence fee as determined by the Authority from time to time as provided for in Section 5 of the Act and such implementing regulations as the Authority may promulgate.

## **10. CONTRIBUTION TO UNIVERSAL SERVICE AND ACCESS FUND**

The Licensee must contribute towards the Universal Service and Access Fund in such amounts as may be prescribed by the Authority in terms of section 89 of the Act from time to time.

## **11. SAFETY MEASURES**

The Licensee must, in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the Licence, take all proper and adequate safety measures to safeguard life or property, including in respect of exposure to electromagnetic emission and radiation.

## **12. COMPLIANCE WITH CODES AND CHARTERS**

The Licensee must comply with all applicable Codes of Conduct and End User and Subscriber Service Charters as prescribed by the Authority in terms of section 69 of the Act.

## **13. CUSTOMER PRIVACY**

The Licensee must not disclose a customer's information without his or her consent except in accordance with the law or a court order.

**14. COMPETITION**

The Licensee must act in accordance with the applicable pro-competitive provisions in terms of section 67 of the Act.

**15. INTERCONNECTION**

The Licensee has the right to interconnect with any other Licensee and has the obligation to do so when so requested by other Licensees, subject to and in accordance with the provisions of Chapter 7 of the Act.

**16. FACILITIES LEASING**

The Licensee has the right to lease facilities from any ECNS Licensee, subject to and in accordance with the provisions of Chapter 8 of the Act.

**17. PROVISION OF INFORMATION**

The Authority may, for purposes of monitoring and enforcing consumer protection, quality of service, pricing and other characteristics of ECS provided under this Licence, as well as for purposes of sectoral planning and any other purpose, require the Licensee to provide such information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority.

**18. ACCESS TO EMERGENCY NUMBERS**

The Licensee must provide its subscribers with access to public emergency communications centres in accordance with the Act.

## 19. TARIFFS AND FEES

- a. The Licensee must not commence providing any service for a charge, fee or other compensation, unless and until the proposed prices for such services have been approved by the Authority in accordance with the prescribed regulations.
- b. Licensees must publish details of their service tariffs and other terms and conditions of the provision of such services by:
  - i. making such details available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests same;
  - iii. providing such details on the monthly customer invoice; and
  - iv. providing such details on its website.

## 20. METERING AND BILLING ARRANGEMENTS

The Licensee must provide each customer with a detailed and accurate invoice and/or statement reflecting inter alia the following information:

- a. the extent of the different services rendered to the customer;
- b. a breakdown of the different charges associated with such services
- c. the service tariffs; and
- d. other terms and conditions of the provision of the services"

for the period to which the invoice and/or statement relates.



## 21. NUMBERING AND NUMBER RESOURCES

The Licensee is entitled to access end-user numbers and certain related numbering resources, as well as having obligations relating to the efficient use and re-use of numbers as provided for under the terms of the Act and the regulations of the Authority, including but not limited to the provisions of the applicable numbering plan.

## 22. SPECIFIC TERMS AND CONDITIONS:

- a. At the time of issuing this Licence or upon renewal thereof, the Authority may impose additional specific terms and conditions upon the Licensee arising out of the existing conditions, the licensing process, promises of performance made by the Licensee and negotiations between the Authority and the Licensee, including, without limitation, in respect of:
  - i. the provision of such other information as requested from time to time by the Authority in the requested format and within the time frames specified by the Authority, including in respect of: service levels, quality and pricing of services, cross-subsidization, traffic patterns and statistical information on, *inter alia* churn rates, porting, etc;
  - ii. nature of service to be provided by the licensee;
  - iii. universal service and access requirements;
  - iv. Broad-Based Black Economic Empowerment ownership and control requirements;
  - v. directories and directory enquiry services; and
  - vi. industry training and skills development.
- b. The specific terms and conditions imposed by the Authority in terms of sub-clause a. must be contained in an Annexure to this licence which must form part of this licence.