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# THE MALAWI GOVERNMENT GAZETTE

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GENERAL NOTICE No. 99

Reference: B-CRB-077



Licence No. CRBL/077/2016

(This licence number must be quoted on all  
correspondence and at interviews)

## MALAWI COMMUNICATIONS REGULATORY AUTHORITY

### COMMUNITY SOUND BROADCASTING LICENCE

This is to certify that

**RUMPHI COMMUNITY RADIO**

Of: C/o Rumphi DC,  
P.O. Box 224, Rumphi.

is licensed to provide a COMMUNITY SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 1st December, 2016, and ending on 30th November, 2023, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows:

- Broadcasting Licence fee as stipulated in Section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 annually;
- Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

GODFREY ITAYE  
Director General

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

*Issued without alteration or erasure, and void if altered or erased*

**Broadcasting Licence for Rumphi Community Radio**

## TERMS AND CONDITIONS OF THE LICENCE

**1. Definitions**

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing-

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein-
  - (i) "Act" means the Communications Act, No. 41 of 1998;
  - (ii) "Authority" means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
  - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
  - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
  - (v) "Constitution" means the Constitution of the Republic of Malawi;
  - (vi) "Current Affairs" means contemporary issues and events of national importance;
  - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
  - (viii) "Effective Date" means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51(1)(d) of the Act;
  - (ix) "First Licence Year" means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
  - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a community sound broadcasting service, and of which these conditions constitute the terms and conditions;
  - (xi) "Licensee" means RUMPHI COMMUNITY RADIO duly registered under the laws of the Republic;
  - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
  - (xiii) "News" means reports on events and occurrences of the day covering international, regional, country and local matters;
  - (xiv) "Ordinary broadcasting hour" means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
  - (xv) "On-air" means a continuity broadcast in a studio and live from an outside broadcast facility;
  - (xvi) "Peak Hour" means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
  - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which the station or Licensee is identified on air;
  - (xviii) "Community sound broadcasting service" means a broadcasting service operated for no profit and for the interests of the community.
  - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
  - (xx) "Rumphi FM Radio" means Rumphi FM Community Radio Station

**2. Licence Principles**

This Licence is issued subject to and in accordance with the following principles:

- 2.1 The protection of the best interests of the community, consumers and other users of COMMUNITY sound broadcasting services;
- 2.2 Promotion of open access to information by means of the COMMUNITY sound broadcasting service;
- 2.3 Promotion of efficiency within the COMMUNITY sound broadcasting service of the Licensee;

- 2.4 Encouraging the introduction of new and innovative to enhance the needs, aspirations and best interests of the people of Malawi;
- 2.5 Fostering the development of a Community sound broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values

### 3. Name of Station

- 3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide community sound broadcasting services under this Licence is—

“RUMPHI FM COMMUNITY RADIO”

- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

### 4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

### 5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its community sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to:-

- 5.1.1 privacy;
- 5.1.2 economic activity
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 Equality and equity.

### 6. Coverage

- 6.1 The Licensee shall provide community sound broadcasting service within a radius of 100 kilometres from Rumphi Community radio station's premises. To this end the Licensee shall, within 90 days of the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

## 7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. **Provided** that the licensee shall ensure that its radio station broadcasts not less than twelve (12) hours per day;
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

## 8.0 Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by the Rumphi Community Radio Association, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

## 9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following—
  - (a) Station and/or programme sponsorship;
  - (b) Advertisements;
  - (c) Donations;
  - (d) Contributions;
  - (e) Membership fees; or
  - (f) Any other lawful source of income whether foreign or domestic subject to the Act, any Regulations made thereunder and this licence.

- 9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the generally accepted accounting practice.

## 10. Programming and Content

### 10.1. News and Current Affairs

- 10.1.1 The Licensee shall within ninety (90) days of the Effective Date provide news bulletins of not less than thirty (30) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within ninety (90) days of the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

### 10.2 Culture

- 10.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.
- 10.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

### 10.3 Format

The Licensee shall not change the format of its community sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

### 10.4 Educational Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia—

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

### 10.5 Syndicates and Re-broadcasts

The Licence shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorisation of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

### 10.6 Live Broadcasts

- 10.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under
- 10.6.2 The Authority shall stop the Licensee from live broadcast if it is in the public interest to do so.
- 10.6.3 The Authority shall stop the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

### 10.7 Entertainment

The Licensee shall provide entertainment programmes that meet the needs of its target audiences.

### 10.8 Public Announcements and Service

10.8.1 Notwithstanding the Government standing procedures, the Licensee must, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing; and

10.8.2 The Licensee must, when requested by the Authority, without charge broadcast the information in sub-clause 10.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

### 10.9 Records of Broadcast programmes

10.9.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.

10.9.2 The records contemplated in sub-clause 10.9.1 above shall be kept and maintained for a period of not less than forty-five (45) days.

10.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

## 11. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

## 12. Democracy Consolidation

The Licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

## 13. Advertising

13.1 This Licence authorises and permits the Licensee to broadcast advertisements.

13.2 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived therefrom.

13.3 The return contemplated in sub-clause 13.2 shall contain a declaration under oath or affirmation, in the following terms:

"I, the undersigned, \_\_\_\_\_, in my capacity as \_\_\_\_\_ hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority", and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.

13.4 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

**14. Election Coverage**

- 4.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;
- 14.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.
- 14.3 In the event that the Licensee opts to proceed as envisaged in clause 14.1 above, it shall ensure that it abides by Schedule 5 hereto.

**15. Public Complaints**

- 15.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 15.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.
- 15.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 14.1 hereof.
- 15.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 15.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 15.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

**16. Contracts**

- 16.1 Subject to paragraph 10.5 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 16.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

**17. Licence Fees**

- 17.1 The Authority shall issue this Licence subject to the payment of a Broadcasting Licence fee as stipulated in section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.
- 17.2 In addition to the broadcasting fees, the Licensee is also obliged to pay:
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
  - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
  - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 17.3 Failure to comply with this provision shall amount to a breach of this Licensee and the Authority may impose any penalty deemed fit.

- 17.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 17.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 17.6 Any Licence amendment proceedings instituted by the Authority at its own instances shall not attract any Licence amendment fees.
- 17.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 17.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees.
- 17.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 17.10 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence.

## 18. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

## 19. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51(1)(d) to the Act.

## 20. Amendments

- 20.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with Section 53 of the Act.
- 20.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 20.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

## 21. Authorisations and Approvals - Addresses

21.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee:

- (a) Physical address : District Council, Rumphi
- (b) Postal address : C/o DC, Box 224, Rumphi.
- (c) Telephone number : 0888334663/0999622881
- (d) Facsimile number :
- (e) E-mail address : rumphicommunityradio@gmail.com

21.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

21.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House  
Salmin Amour Road
- (a) Postal address: Private Bag 261  
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address : dg-macra@macra.org.mw

## 22. Frequencies and Technical Parameters

22.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.

22.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.

22.3 The Licensee is licensed to broadcast a community sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

22.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

## 23. Regulatory Sanctions

23.1 Without prejudice to the actions provided under the Act or any other laws the Authority reserves the right to impose sanctions on defaulting licensees including:

- (a) payment of fines;
- (b) suspension;
- (c) cease and desist orders; or
- (d) any other sanctions as it deems fit.

## 24. Revocation

24.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions:

- (i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or

- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date. Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

24.2 The Radio licence shall be revoked in accordance with Section 42 of the Act.

24.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

## 25. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

## 26. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

## 27. General

27.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

27.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

27.3 This Licence is classified as "Community Broadcasting Service Licence" (BC)

## 28. Renewal

28.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

28.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

28.3 The Authority shall without giving reasons not renew the Licence if it is in the public interest to do so.

28.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

28.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licence

## 29. Roll-Out Obligation

29.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.

29.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

GODFREY ITAYE

Director General

*Signed for and on behalf of the Authority*

## SCHEDULE 1

## LICENCE FORMAT

Licensee : RUMPHI COMMUNITY RADIO ASSOCIATION

Station Name : RUMPHI COMMUNITY RADIO STATION

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## DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below-

1. Educational programmes
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:-

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

## SCHEDULE 2

## TECHNICAL PARAMETERS

Licensee : RUMPHI COMMUNITY RADIO ASSOCIATION

Station Name : RUMPHI COMMUNITY RADIO STATION

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
  - 1.1 100 Kilometre radius from Rumphi Community Radio premises.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

## SCHEDULE 3

## TECHNICAL SPECIFICATIONS

Licensee : RUMPHI COMMUNITY FM RADIO ASSOCIATION

Station Name : RUMPHI COMMUNITY RADIO STATION

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TO BE FURNISHED LATER

## SCHEDULE 4

## LICENSED FREQUENCIES

Licensee : RUMPHI COMMUNITY RADIO ASSOCIATION

Station Name : RUMPHI COMMUNITY RADIO STATION

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Operating Frequency:

TO BE FURNISHED LATER

GENERAL NOTICE NO. 100

Reference: B-CRB-78



Licence No. CRBL/078/2016

(This licence number must be quoted on all correspondence and at interviews)

**MALAWI COMMUNICATIONS REGULATORY AUTHORITY****COMMUNITY SOUND BROADCASTING LICENCE**

This is to certify that

**LILANGUKA COMMUNITY RADIO**

Of: Mkawanjika Road # 314,  
Mangochi Town, Malawi

is licensed to provide a COMMUNITY SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years, commencing on 1st December, 2016, and ending on 30th November, 2023, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows:

- (a) Broadcasting Licence fee as stipulated in Section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 annually;
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- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

GODFREY ITAYE  
*Director General*

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

*Issued without alteration or erasure, and void if altered or erased*

**Broadcasting Licence for Lilanguka Community Radio**

## TERMS AND CONDITIONS OF THE LICENCE

**1. Definitions**

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing-

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein-
  - (i) "Act" means the Communications Act, No. 41 of 1998;
  - (ii) "Authority" means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
  - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
  - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
  - (v) "Constitution" means the Constitution of the Republic of Malawi;
  - (vi) "Current Affairs" means contemporary issues and events of national importance;
  - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
  - (viii) "Effective Date" means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51(1)(d) of the Act;
  - (ix) "First Licence Year" means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
  - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a community sound broadcasting service, and of which these conditions constitute the terms and conditions;
  - (xi) "Licensee" means LILANGUKA RADIO duly registered under the laws of the Republic;
  - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
  - (xiii) "News" means reports on events and occurrences of the day covering international, regional, country and local matters;
  - (xiv) "Ordinary broadcasting hour" means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
  - (xv) "On-air" means a continuity broadcast in a studio and live from an outside broadcast facility;
  - (xvi) "Peak Hour" means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
  - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which the station or Licensee is identified on air;
  - (xviii) "Community sound broadcasting service" means a broadcasting service operated for no profit and for the interests of the community.
  - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
  - (xx) "Lilanguka Radio" or "Radio Lilanguka" mean Lilanguka Fm Radio Station.

**2. Licence Principles.**

This Licence is issued subject to and in accordance with the following principles:

- 2.1 The protection of the best interests of the community, consumers and other users of COMMUNITY sound broadcasting services;

- 2.2 Promotion of open access to information by means of the COMMUNITY sound broadcasting service;
- 2.3 Promotion of efficiency within the COMMUNITY sound broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative to enhance the needs, aspirations and best interests of the people of Malawi;
- 2.5 Fostering the development of a Community sound broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values.

### 3. Name of Station

- 3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide community sound broadcasting services under this Licence is-  
LILANGUKA COMMUNITY RADIO (Short Name : Radio Lilanguka)
- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

### 4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

### 5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its community sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to:-
  - 5.1.1 privacy;
  - 5.1.2 economic activity
  - 5.1.3 economic, social, cultural and political development;
  - 5.1.4 freedom of association;
  - 5.1.5 freedom of conscience and opinion;
  - 5.1.6 freedom of expression;
  - 5.1.7 access to information;
  - 5.1.8 administrative justice; and
  - 5.1.9 Equality and equity.

## 6. Coverage

6.1 The Licensee shall provide community sound broadcasting service within a radius of 100 kilometres from Lilanguka radio station's transmitter at Maldeco hill. To this end the Licensee shall, within 90 days of the Effective Date, furnish the Authority with the following: -

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

## 7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than twelve (12) hours per day;
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

## 8. Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by the Lilanguka Community Radio, a ministry department of OM Mulumikiza, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

## 9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following-
  1. Station and/or programme sponsorship;
  2. Advertisements;
  3. Donations;
  4. Contributions;
  5. Membership fees; or
  6. Any other lawful source of income whether foreign or domestic subject to the Act, any Regulations made thereunder and this licence.

- 9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the generally accepted accounting practice.

## 10. Programming and Content

### 10.1. News and Current Affairs

- 10.1.1 The Licensee shall within ninety (90) days of the Effective Date provide news bulletins of not less than thirty (30) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within ninety (90) days of the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

### 10.2 Culture

- 10.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.
- 10.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

### 10.3 Format

The Licensee shall not change the format of its community sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

### 10.4 Educational Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia : -

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

### 10.5 Syndicates and Re-broadcasts

The Licence shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorisation of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

### 10.6 Live Broadcasts

10.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.

10.6.2 The Authority shall stop the Licensee from live broadcast if it is in the public interest to do so.

10.6.3 The Authority shall stop the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

### 10.7 Entertainment

The Licensee shall provide entertainment programmes that meet the needs of its target audiences.

### 10.8 Public Announcements and Service

10.8.1 Notwithstanding the Government standing procedures, the Licensee must, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing; and

10.8.2 The Licensee must, when requested by the Authority, without charge broadcast the information in sub-clause 10.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

### 10.9 Records of Broadcast programmes

10.9.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.

10.9.2 The records contemplated in sub-clause 10.9.1 shall be kept and maintained for a period of not less than forty-five (45) days.

10.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

## 11. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

## 12. Democracy Consolidation

The Licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

## 13. Advertising

13.1 This Licence authorises and permits the Licensee to broadcast advertisements.

13.2 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from.

13.3 The return contemplated in sub-clause 13.2 shall contain a declaration under oath or affirmation, in the following terms:

"I, the undersigned, \_\_\_\_\_, in my capacity as \_\_\_\_\_ hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority", and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.

13.4 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

## 14. Election Coverage

14.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;

14.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.

- 14.3 In the event that the Licensee opts to proceed as envisaged in clause 14.1 above, it shall ensure that it abides by Schedule 5 hereto.

## 15. Public Complaints

- 15.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 15.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.
- 15.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 15.1 hereof.
- 15.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 15.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 15.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

## 16. Contracts

- 16.1 Subject to paragraph 10.5 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 16.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

## 17. Licence Fees

- 17.1 The Authority shall issue this Licence subject to the payment of a Broadcasting Licence fee as stipulated in section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.
- 17.2 In addition to the broadcasting fees, the Licensee is also obliged to pay:
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
  - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
  - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 17.3 Failure to comply with this provision shall amount to a breach of this Licensee and the Authority may impose any penalty deemed fit.
- 17.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 17.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 17.6 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

17.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.

17.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees

17.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.

17.10 Notwithstanding the fore gone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence

## 18. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

## 19. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51(1) (d) to the Act.

## 20. Amendments

20.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with Section 53 of the Act

20.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.

20.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

## 21. Authorisations and Approvals - Addresses

21.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee:

- (a) Physical address : Mkawanjika Road # 314, Mangochi Town
- (b) Postal address :
- (c) Telephone number : 0997 427 951
- (d) Facsimile number :
- (e) E-mail address : paul.kraenzler@gmx.de

21.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

21.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely:

- (a) Physical address : MACRA House  
Salmin Amour Road  
(a) Postal address: Private Bag 261  
Blantyre. MALAWI  
(b) Telephone number : +265 (0) 1 883 611  
(c) Facsimile number : +265 (0) 1 883 890  
(d) E-mail address : dg-macra@macra.org.mw

## 22. Frequencies and Technical Parameters

- 22.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.
- 22.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 22.3 The Licensee is licensed to broadcast a community sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.
- 22.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

## 23. Regulatory Sanctions

- 23.1 Without prejudice to the actions provided under the Act or any other laws the Authority reserves the right to impose sanctions on defaulting licensees including:
- (a) payment of fines;
- (b) suspension;
- (c) cease and desist orders; or
- (d) any other sanctions as it deems fit.

## 24. Revocation

- 24.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions:
- (i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date.

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

- 24.2 The Radio licence shall be revoked in accordance with Section 42 of the Act.

- 24.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

**25. Arbitration**

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

**26. Applicable Law and Policy**

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

**27. General**

27.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

27.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

27.3 This Licence is classified as "Community Broadcasting Service Licence" (BC).

**28. Renewal**

28.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions.

28.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence.

28.3 The Authority shall without giving reasons not renew the Licence if it is in the public interest to do so.

28.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

28.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licence

**29. Roll-Out Obligation**

29.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.

29.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

GODFREY ITAYE

*Director General*

*Signed for and on behalf of the Authority*

## SCHEDULE 1

## LICENCE FORMAT

Licensee : LILANGUKA COMMUNITY RADIO

Station Name : LILANGUKA COMMUNITY RADIO STATION

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## DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below-

1. Educational programmes (including farming, languages, etc)
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:-

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

## SCHEDULE 2

## TECHNICAL PARAMETERS

Licensee : LILANGUKA COMMUNITY RADIO

Station Name : LILANGUKA COMMUNITY RADIO STATION

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses: Mkawanjika Road, Mangochi
  - 1.1 100 Kilometre radius from TNM tower on Maldeco Hill
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

## SCHEDULE 3

## TECHNICAL SPECIFICATIONS

Licensee : LILANGUKA COMMUNITY FM RADIO

Station Name : LILANGUKA COMMUNITY RADIO STATION

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TO BE FURNISHED LATER

(see also attached preliminary specification sheets, serial numbers to follow)

## SCHEDULE 4

## LICENSED FREQUENCIES

Licensee : LILANGUKA COMMUNITY RADIO

Station Name : LILANGUKA COMMUNITY RADIO STATION

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Operating Frequency:

TO BE FURNISHED LATER

GENERAL NOTICE No. 101

Reference: B-CRB-79



Licence No. CRBL/079/2016

(This licence number must be quoted on all correspondence and at interviews)

**MALAWI COMMUNICATIONS REGULATORY AUTHORITY****COMMUNITY SOUND BROADCASTING LICENCE**

This is to certify that

**LOVE FM COMMUNITY RADIO**

Of: P.O. Box 15, Salima.

is licensed to provide a COMMUNITY SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years, commencing on 1st December, 2016, and ending on 30th November, 2023, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows:

- (a) Broadcasting Licence fee as stipulated in Section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 annually;
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

GODFREY ITAYE  
Director General

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

*Issued without alteration or erasure, and void if altered or erased*

**Broadcasting Licence for Love FM Community Radio**

## TERMS AND CONDITIONS OF THE LICENCE

**1. Definitions**

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing-

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein-
  - (i) "Act" means the Communications Act, No. 41 of 1998;
  - (ii) "Authority" means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
  - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
  - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
  - (v) "Constitution" means the Constitution of the Republic of Malawi;
  - (vi) "Current Affairs" means contemporary issues and events of national importance;
  - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
  - (viii) "Effective Date" means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51(1)(d) of the Act;
  - (ix) "First Licence Year" means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
  - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a community sound broadcasting service, and of which these conditions constitute the terms and conditions;
  - (xi) "Licensee" means LOVE FM RADIO duly registered under the laws of the Republic;
  - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
  - (xiii) "News" means reports on events and occurrences of the day covering international, regional, country and local matters;
  - (xiv) "Ordinary broadcasting hour" means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
  - (xv) "On-air" means a continuity broadcast in a studio and live from an outside broadcast facility;
  - (xvi) "Peak Hour" means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
  - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which the station or Licensee is identified on air;
  - (xviii) "Community sound broadcasting service" means a broadcasting service operated for no profit and for the interests of the community.
  - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
  - (xx) "Love FM Radio" means Love Fm Radio Station.

## 2. Licence Principles.

This Licence is issued subject to and in accordance with the following principles:

- 2.1 The protection of the best interests of the community, consumers and other users of COMMUNITY sound broadcasting services;
- 2.2 Promotion of open access to information by means of the COMMUNITY sound broadcasting service;
- 2.3 Promotion of efficiency within the COMMUNITY sound broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative to enhance the needs, aspirations and best interests of the people of Malawi;
- 2.5 Fostering the development of a Community sound broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values.

## 3. Name of Station

- 3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide community sound broadcasting services under this Licence is-  
"LOVE FM COMMUNITY RADIO"
- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

## 4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

## 5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its community sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to:-
  - 5.1.1 privacy;
  - 5.1.2 economic activity
  - 5.1.3 economic, social, cultural and political development;
  - 5.1.4 freedom of association;
  - 5.1.5 freedom of conscience and opinion;

- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 Equality and equity.

## 6. Coverage

- 6.1 The Licensee shall provide community sound broadcasting service within a radius of 100 kilometres from the radio station's transmitter. To this end the Licensee shall, within 90 days of the Effective Date, furnish the Authority with the following: -
- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community sound broadcasting service as at the Effective Date;
  - (b) A full list of current transmission infrastructure applied to the Licensee's community sound broadcasting service; and
  - (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

## 7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than twelve (12) hours per day;
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

## 8. Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by Love FM community radio station, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

## 9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following-
1. Station and/or programme sponsorship;
  2. Advertisements;
  3. Donations;
  4. Contributions;
  5. Membership fees; or
  6. Any other lawful source of income whether foreign or domestic subject to the Act, any Regulations made thereunder and this licence.
- 9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the generally accepted accounting practice.

## 10. Programming Aand Content

### 10.1. News and Current Affairs

- 10.1.1 The Licensee shall within ninety (90) days of the Effective Date provide news bulletins of not less than thirty (30) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within ninety (90) days of the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

### 10.2 Culture

- 10.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.
- 10.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

### 10.3 Format

The Licensee shall not change the format of its community sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

### 10.4 Educational Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia : -

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

#### 10.5 Syndicates and Re-broadcasts

The Licence shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorisation of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

#### 10.6 Live Broadcasts

10.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.

10.6.2 The Authority shall stop the Licensee from live broadcast if it is in the public interest to do so.

10.6.3 The Authority shall stop the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

#### 10.7 Entertainment

The Licensee shall provide entertainment programmes that meet the needs of its target audiences.

#### 10.8 Public Announcements and Service

10.8.1 Notwithstanding the Government standing procedures, the Licensee must, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing; and

10.8.2 The Licensee must, when requested by the Authority, without charge broadcast the information in sub-clause 10.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

#### 10.9 Records of Broadcast programmes

10.9.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.

10.9.2 The records contemplated in sub-clause 10.9.1 above shall be kept and maintained for a period of not less than forty-five (45) days.

10.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

### 11. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

### 12. Democracy Consolidation

The Licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

### 13. Advertising

13.1 This Licence authorises and permits the Licensee to broadcast advertisements.

13.2 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from.

13.3 The return contemplated in sub-clause 13.2 shall contain a declaration under oath or affirmation, in the following terms:

**"I, the undersigned, \_\_\_\_\_, in my capacity as \_\_\_\_\_ hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority", and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.**

13.4 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

#### **14. Election Coverage**

14.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;

14.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.

14.3 In the event that the Licensee opts to proceed as envisaged in clause 14.1 above, it shall ensure that it abides by Schedule 5 hereto.

#### **15. Public Complaints**

15.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.

15.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.

15.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 15.1 hereof.

15.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.

15.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.

15.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

#### **16. Contracts**

16.1 Subject to paragraph 10.5 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.

16.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

#### **17. Licence Fees**

17.1 The Authority shall issue this Licence subject to the payment of a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.

17.2 In addition to the broadcasting fees, the Licensee is also obliged to pay:

- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.

17.3 Failure to comply with this provision shall amount to a breach of this Licence and the Authority may impose any penalty deemed fit.

17.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.

17.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.

17.6 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

17.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.

17.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees

17.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.

17.10 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee

## 18. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

## 19. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51(1)(d) to the Act.

## 20. Amendments

20.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with Section 53 of the Act

20.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.

20.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

## 21. Authorisations and Approvals -Addresses

21.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee:

- (a) Physical address : Engen Filling Station Premises
- (b) Postal address : P.O. Box 15, Salima.
- (c) Telephone number : 01262212
- (d) Facsimile number :
- (e) E-mail address : lovecomradio@gmail.com

21.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

21.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely:

- (a) Physical address : MACRA House  
Salmin Amour Road
- (a) Postal address: Private Bag 261  
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address : dg-macra@macra.org.mw

## 22. Frequencies and Technical Parameters

22.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.

22.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.

22.3 The Licensee is licensed to broadcast a community sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

22.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

## 23. Regulatory Sanctions

23.1 Without prejudice to the actions provided under the Act or any other laws the Authority reserves the right to impose sanctions on defaulting licensees including:

- (a) payment of fines;
- (b) suspension;
- (c) cease and desist orders; or
- (d) any other sanctions as it deems fit.

## 24. Revocation

24.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions:

- (i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or

- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date. Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

24.2 The Radio licence shall be revoked in accordance with Section 42 of the Act.

24.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

## 25. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

## 26. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

## 27. General

27.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

27.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

27.3 This Licence is classified as "Community Broadcasting Service Licence" (CB).

## 28. Renewal

28.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions.

28.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence.

28.3 The Authority shall without giving reasons not renew the Licence if it is in the public interest to do so.

28.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

28.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licence.

## 29. Roll-Out Obligation

29.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.

29.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

GODFREY ITAYE

Director General

*Signed for and on behalf of the Authority*

## SCHEDULE 1

## LICENCE FORMAT

Licensee : LOVE COMMUNITY RADIO STATION

Station Name : LOVE FM

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## DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below-

1. Educational programmes (including farming, languages, etc)
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:-

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

## SCHEDULE 2

## TECHNICAL PARAMETERS

Licensee : LOVE COMMUNITY RADIO

Station Name : LOVE FM

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses: Salima Boma.  
1.1 100 Kilometre radius from Salima Boma.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

## SCHEDULE 3

## TECHNICAL SPECIFICATIONS

Licensee : LOVE COMMUNITY RADIO

Station Name : LOVE FM

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TO BE FURNISHED LATER

(see also attached preliminary specification sheets, serial numbers to follow)

## SCHEDULE 4

## LICENSED FREQUENCIES

Licensee : LOVE COMMUNITY RADIO

Station Name : LOVE FM

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Operating Frequency:

TO BE FURNISHED LATER

GENERAL NOTICE No. 102

Reference: B-CRB-080



Licence No. CRBL/080/2016

(This licence number must be quoted on all correspondence and at interviews)

**MALAWI COMMUNICATIONS REGULATORY AUTHORITY****COMMUNITY SOUND BROADCASTING LICENCE**

This is to certify that

**KASUNGU COMMUNITY RADIO**

Of: P/bag 139, Kasungu.

is licensed to provide a COMMUNITY SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 1st December, 2016, and ending on 30th November, 2023, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows:

- (a) Broadcasting Licence fee as stipulated in Section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 annually;
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

GODFREY ITAYE

*Director General*

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

*Issued without alteration or erasure, and void if altered or erased***Broadcasting Licence for Kasungu Community Radio**

## TERMS AND CONDITIONS OF THE LICENCE

**1. Definitions**

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing-

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein-
  - (i) "Act" means the Communications Act, No. 41 of 1998;
  - (ii) "Authority" means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
  - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
  - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
  - (v) "Constitution" means the Constitution of the Republic of Malawi;
  - (vi) "Current Affairs" means contemporary issues and events of national importance;
  - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
  - (viii) "Effective Date" means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51(1)(d) of the Act;
  - (ix) "First Licence Year" means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
  - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a community sound broadcasting service, and of which these conditions constitute the terms and conditions;
  - (xi) "Licensee" means KASUNGU COMMUNITY RADIO COUNCIL duly registered under the laws of the Republic;
  - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
  - (xiii) "News" means reports on events and occurrences of the day covering international, regional, country and local matters;
  - (xiv) "Ordinary broadcasting hour" means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
  - (xv) "On-air" means a continuity broadcast in a studio and live from an outside broadcast facility;
  - (xvi) "Peak Hour" means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
  - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which the station or Licensee is identified on air;
  - (xviii) "Community sound broadcasting service" means a broadcasting service operated for no profit and for the interests of the community.
  - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
  - (xx) "Kasungu FM Radio" means Kasungu FM Community Radio Station

## 2. Licence Principles.

This Licence is issued subject to and in accordance with the following principles:

- 2.1 The protection of the best interests of the community, consumers and other users of COMMUNITY sound broadcasting services;
- 2.2 Promotion of open access to information by means of the COMMUNITY sound broadcasting service;
- 2.3 Promotion of efficiency within the COMMUNITY sound broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative to enhance the needs, aspirations and best interests of the people of Malawi;
- 2.5 Fostering the development of a Community sound broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values

## 3. Name of Station

- 3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide community sound broadcasting services under this Licence is-

“KASUNGU COMMUNITY RADIO”

- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

## 4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

## 5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its community sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to:-

- 5.1.1 privacy;
- 5.1.2 economic activity
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;

- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 Equality and equity.

## 6. Coverage

6.1 The Licensee shall provide community sound broadcasting service within a radius of 100 kilometres from Kasungu Community radio station's premises. To this end the Licensee shall, within 90 days of the Effective Date, furnish the Authority with the following: -

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

## 7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than twelve (12) hours per day;
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

## 8.0 Ownership And Control

- 8.1 This Licence shall be owned, controlled and operated by the Kasungu Community Radio Council, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

## 9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following-

- (a) Station and/or programme sponsorship;
- (b) Advertisements;
- (c) Donations;
- (d) Contributions;
- (e) Membership fees; or
- (f) Any other lawful source of income whether foreign or domestic subject to the Act, any Regulations made there under and this licence.

9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the generally accepted accounting practice.

## 10. Programming and Content

### 10.1. News and Current Affairs

- 10.1.1 The Licensee shall within ninety (90) days of the Effective Date provide news bulletins of not less than thirty (30) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within ninety (90) days of the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

### 10.2 Culture

- 10.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.
- 10.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

### 10.3 Format

The Licensee shall not change the format of its community sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

### 10.4 Educational Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia : -

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

#### 10.5 Syndicates and Re-broadcasts

The Licence shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorisation of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

#### 10.6 Live Broadcasts

10.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

10.6.2 The Authority shall stop the Licensee from live broadcast if it is in the public interest to do so.

10.6.3 The Authority shall stop the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

#### 10.7 Entertainment

The Licensee shall provide entertainment programmes that meet the needs of its target audiences.

#### 10.8 Public Announcements and Service

10.8.1 Notwithstanding the Government standing procedures, the Licensee must, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing; and

10.8.2 The Licensee must, when requested by the Authority, without charge broadcast the information in sub-clause 10.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

#### 10.9 Records of Broadcast programmes

10.9.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.

10.9.2 The records contemplated in sub-clause 10.9.1 above shall be kept and maintained for a period of not less than forty-five (45) days.

10.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

### 11. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

### 12. Democracy Consolidation

The Licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

### 13. Advertising

13.1 This Licence authorises and permits the Licensee to broadcast advertisements.

13.2 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived therefrom.

13.3 The return contemplated in sub-clause 13.2 shall contain a declaration under oath or affirmation, in the following terms:

**"I, the undersigned, \_\_\_\_\_, in my capacity as \_\_\_\_\_ hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority", and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.**

13.4 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

#### **14. Election Coverage**

14.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;

14.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.

14.3 In the event that the Licensee opts to proceed as envisaged in clause 14.1 above, it shall ensure that it abides by Schedule 5 hereto.

#### **15. Public Complaints**

15.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.

15.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.

15.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 14.1 hereof.

15.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.

15.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.

15.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

#### **16. Contracts**

16.1 Subject to paragraph 10.5 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.

16.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

**17. Licence Fees**

17.1 The Authority shall issue this Licence subject to the payment of a Broadcasting Licence fee as stipulated in section 51 (1)(a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.

17.2 In addition to the broadcasting fees, the Licensee is also obliged to pay:

- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.

17.3 Failure to comply with this provision shall amount to a breach of this Licensee and the Authority may impose any penalty deemed fit.

17.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.

17.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.

17.6 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

17.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.

17.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees

17.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.

17.10 Notwithstanding the fore gone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence

**18. Code of Conduct**

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

**19. Validity**

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51(1)(d) to the Act.

**20. Amendments**

20.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with Section 53 of the Act

20.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.

20.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

## 21. Authorisations and Approvals - Addresses

21.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee:

- (a) Physical address : Chilanga region, south of Kasungu, before Kasungu Boma.
- (b) Postal address : P/bag 139, Kasungu.
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address : kasungucr@gmail.com

21.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

21.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely:

- (a) Physical address : MACRA House  
Salmin Amour Road
- (a) Postal address: Private Bag 261  
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address : dg-macra@macra.org.mw

## 22. Frequencies and Technical Parameters

22.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.

22.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.

22.3 The Licensee is licensed to broadcast a community sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

22.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

## 23. Regulatory Sanctions

23.1 Without prejudice to the actions provided under the Act or any other laws the Authority reserves the right to impose sanctions on defaulting licensees including:

- (a) payment of fines;
- (b) suspension;
- (c) cease and desist orders; or
- (d) any other sanctions as it deems fit.

#### 24. Revocation

24.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions:

- i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- ii) if the Licensee has been declared bankrupt or insolvent; or
- iii) if the Licensee takes steps to deregister itself or is deregistered.
- iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date.

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

24.2 The Radio licence shall be revoked in accordance with Section 42 of the Act.

24.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

#### 25. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

#### 26. Applicable Law And Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

#### 27. General

27.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

27.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

27.3 This Licence is classified as "Community Broadcasting Service Licence" (BC)

#### 28. Renewal

28.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

- 28.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 28.3 The Authority shall without giving reasons not renew the Licence if it is in the public interest to do so.
- 28.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 28.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licence

## 29. Roll-Out Obligation

- 29.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.
- 29.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

GODFREY ITAYE

*Director General*

*Signed for and on behalf of the Authority*

## SCHEDULE 1

## LICENCE FORMAT

Licensee : KASUNGU COMMUNITY RADIO COUNCIL

Station Name : KASUNGU COMMUNITY RADIO

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## DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of the following format comprising the elements listed below-

1. Educational programmes
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:-

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

## SCHEDULE 2

## TECHNICAL PARAMETERS

Licensee : KASUNGU COMMUNITY RADIO COUNCIL

Station Name : KASUNGU COMMUNITY RADIO

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
  - 1.1 100 Kilometre radius from Kasungu.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

## SCHEDULE 3

## TECHNICAL SPECIFICATIONS

Licensee : KASUNGU COMMUNITY RADIO COUNCIL

Station Name : KASUNGU COMMUNITY RADIO

## TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : KASUNGU COMMUNITY RADIO COUNCIL

Station Name : KASUNGU COMMUNITY RADIO

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Operating Frequency:

TO BE FURNISHED LATER

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*Broadcasting Licence for Kasungu Community Radio*