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THE MALAWI GOVERNMENT GAZETTE

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GENERAL NOTICE NO. 61

Reference: B-PVR-TV-10



Licence No. 00010

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY

PRIVATE REGIONAL TELEVISION BROADCASTING SERVICE LICENCE

This is to certify that

ZBS TV

of: Private Bag 312
Lilongwe

is licensed to provide a PRIVATE REGIONAL TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 31st August, 2012 and ending on 31st August, 2019, 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\$3,000.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$ 1780 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$ 890 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within (3) months from the anniversary of the Effectivedate (The date when the licence is published in the Malawi Government Gazette) failure of which the debt shall attract interest at 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARITHA KWATAINE
Chairperson

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 (visual), conveyed by means of audio visual 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 private television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) "Licensee" means ZBS TV 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) "Private television broadcasting service" means a broadcasting service operated for profit and financial interests of the owners.
 - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) "ZBS TV" means ZBS TELEVISION 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 public, consumers and other users of private broadcasting service;
- 2.2 Promotion of open access to information by means of the private television broadcasting service;
- 2.3 Promotion of efficiency within the private television broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;

3. Name of Station

3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide a private television broadcasting service under this Licence is—

“ZBS TV”

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 television station identifies itself on air by an on-air Logo of the station. At intervals of not more than 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.

5. Protection of Constitutional Rights and Freedoms

5.1 In the provision of its private television 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. National Coverage and Universal Service Strategy

6.1 The Licensee shall provide a private television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the roll out period from 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 Licensees public television broadcasting service as at the Effective Date;

(b) A full list of current transmission infrastructure applied to the Licensee's public television 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 television station broadcasts not less than eighteen (18) 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 ZBS TV Limited, 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—
 - 9.1.1 Station and/or programme sponsorship;
 - 9.1.2 Advertisements;
 - 9.1.3 Donations;
 - 9.1.4 Contributions;
 - 9.1.5 Membership fees; and
 - 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.
- 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.

10.1 Programming and Content

10.1 News and Current Affairs

- 10.1.1 The Licensee shall within eighteen (18) months of the roll out period from 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 eighteen (18) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news 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 of 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.

11. Culture

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

12. Format

The Licensee shall not change the format of its private television broadcasting programme schedule by more than twenty per cent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed

format is set out in Schedule 1. herein

13. Educational Programmes

The Licensee shall, within eighteen (18) months from the Effective Date, introduce educational programmes covering, *inter alia*—

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

14. Syndicates and Re-Broadcasts

The Licensee 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.

15. Live Broadcasts

15.1 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.

15.2 The Authority shall restrict live broadcasts if it is in the public interest to do so.

15.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

16. Entertainment

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

17. Public Announcements and service

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

17.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 17.1 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.

18. Records of Broadcast Programmes

18.1 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.

18.2 The records contemplated in sub-clause 18.1 shall be kept and maintained for a period of not less than forty-five (45) days.

18.3 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.

19. 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 eighteen (18) months of the roll out period from the Effective Date.

20. Democracy Consolidation

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

21. Quality of Service

21.1 The Licensee shall provide television services of good quality to its Customers according to quality of service standards set by the Authority.

21.2 The Authority shall monitor and review the Licensee's quality of service standards from time to time.

22. Advertising

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

22.2 The Licensee shall annually furnish to the Authority, within sixty (60) days at 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.

22.3 The return contemplated in sub-clause 22.2 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".

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

23. Election Coverage

23.1 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;

23.2 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.

23.3 In the event that the Licensee opts to proceed as envisaged in clause 23.1 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

24.1 The Licensee shall, within eighteen (18) months of the roll out period from 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.

24.2 The Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's private television broadcasts from any source whatsoever.

24.3 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 24.2 above.

24.4 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.

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

24.6 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.

25. Contracts

25.1 Subject to clause 14 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.

25.2 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.

26. Licence Fees

26.1 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\$3,000.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.

26.2 In addition to broadcasting fees, the Licensee is also obliged to pay—

- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 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.

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

26.4 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.

26.5 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.

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

26.7 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.

26.8 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

26.9 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.

26.10 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

27. 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.

28. 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.

29. Authorization and Approvals-Addresses

29.1 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 : Artbridge House Area 47
- (b) Postal address : Box 312, Lilongwe
- (c) Telephone number :
- (d) Facsimile number :
- (e) Cell number :
- (f) E-mail address :

29.2 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.

29.3 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

30. Frequencies and Technical Parameters

- 30.1 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.
- 30.2 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) Radio Regulations and other international agreements entered into by the Republic.
- 30.3 The Licensee is licensed to broadcast a Private Regional Television broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.
- 30.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Allocation Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

31. Revocation

31.1 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 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 within eighteen (18) 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.

31.2 The television Licence may be revoked in accordance with section 42 of the Act.

31.3 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

32. 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.

33. 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.

34. General

- 34.1 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.
- 34.2 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.
- 34.3 This Licence is classified as "Private (Regional) Television Broadcasting Service Licence".

35. Renewal

- 35.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 35.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 35.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.
- 35.4 On renewal, the Authority 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
- 35.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

36. Roll-Out Obligation

- 36.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective Date.
- 36.2 The Licence shall be revoked if the Licensee fails to roll out within (eighteen (18) months.

CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : ZBS TV LIMITED
Station Name : ZBS TV

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
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes

The Licensee shall, within eighteen (18) months from 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 : ZBS TV LIMITED

Station Name : ZBS TV

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses—
 - 1.1 Lilongwe; and Central Region of Malawi.
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 ZBS 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 ZBS 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 : ZBS TV LIMITED

Station Name : ZBS TV

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : ZBS TV LIMITED

Station Name : ZBS TV STATION

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : ZBS TV LIMITED

Station Name : ZBS TV

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

“The Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

“Commission” means the Malawi Electoral Commission established by section 75 of the Constitution.

“Election Period” means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to “Campaign Period”

“Elections” means any general election, by-election, local government election and referendum.

“Electoral Commission Act” means the Electoral Commission Act, 1998.

“Electoral Laws” means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

“Party” means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

“Party Election Broadcast” means a direct address or message broadcast free of charge on ZBS TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

“Political advertisement” means an advertisement broadcast on ZBS TV that is intended or calculated to advance the interests of any political party, for which advertisement ZBS TV has received or is to receive, directly or indirectly, any money or other consideration.

“Polling day” means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

“ZBS TV” means ZBS TELEVISION STATION

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by ZBS TV shall submit that political advertisement or party broadcast to ZBS TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with ZBS TV’s technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

- 3.2 Every political advertisement or party election broadcast submitted by a party to ZBS TV for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 ZBS TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 ZBS TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 ZBS TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to ZBS TV at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the ZBS TV shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the ZBS TV for transmission shall ensure that the political advertisement or party election broadcast does not:
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to ZBS TV for transmission, nor any member or official of any such party, shall have any claim against ZBS TV arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 ZBS TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified ZBS TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the ZBS TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 ZBS TV shall—
 - 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by ZBS TV shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 ZBS TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by ZBS TV for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 ZBS TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and ZBS Television Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), ZBS TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

6. Allocation of air-time in respect of party election broadcasts.

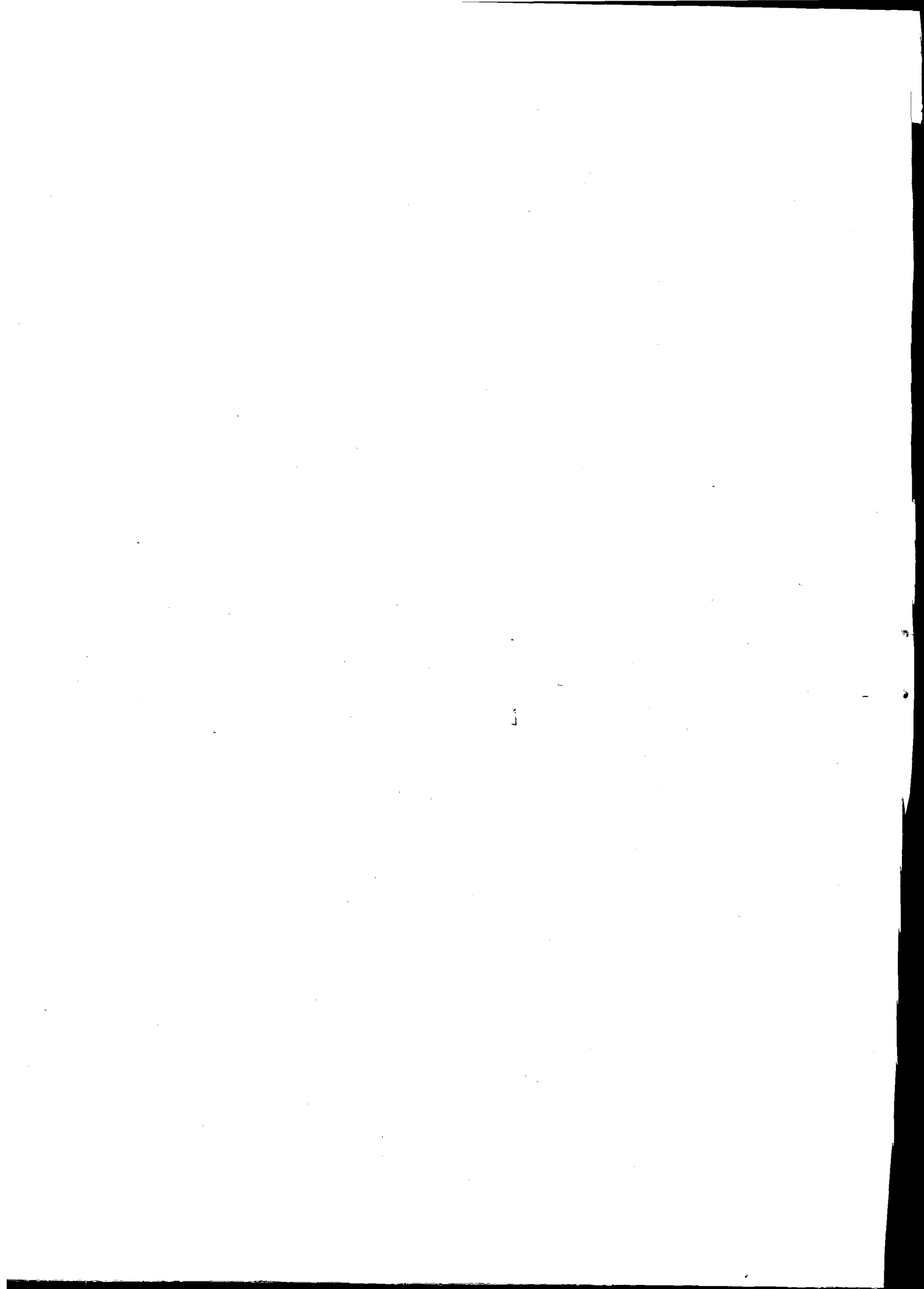
- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and ZBS TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. ZBS TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to ZBS TV on completion. ZBS TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with ZBS TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, ZBS TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, ZBS TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 ZBS TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.



GENERAL NOTICE NO. 62

Reference: B-PRV-TV-08



Licence No. 00008

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE TELEVISION BROADCASTING LICENCE

This is to certify that
TIMVENI TV

Of: Private Bag 2053

Blantyre

is licensed to provide a PRIVATE TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 31st August, 2012 and ending on 31st August, 2019, 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\$5,000.00 *annually*.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within three (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government *Gazette*) failure of which the debt shall attract interest at five 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairperson

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 TIMVENI Television Station

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-visual, conveyed by means of audio-visual 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 private television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) "Licensee" means TIMVENI TV 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) "Private Television broadcasting service" means a broadcasting service operated for profit and financial interests of the owners.
 - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) "TIMVENI. TV" means TIMVENI TELEVISION 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 viewers, consumers and other users of private television broadcasting services;
- 2.2 Promotion of open access to information by means of the private television broadcasting service;
- 2.3 Promotion of efficiency within the private television broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative programmes to enhance the needs, aspirations and best interests of the people of Malawi;

- 2.5 Fostering the development of a private (television) 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

The name of the station in respect to which the Licensee is authorised to own, operate and provide a private television broadcasting service under this Licence is—

TIMVENI TV

- 3.1 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.
- 3.2 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 3.1 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 television 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 private television 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. National Coverage and Universal Service Strategy

6.1 The Licensee shall provide a private television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the roll out period from 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 private television broadcasting service as at eighteen (18) months of the roll out period from the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's private television 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 television station broadcasts not less than eighteen (18) 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 TIMVENI TV Limited, 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—
- 9.1.1 Station and/or programme sponsorship;
- 9.1.2 Advertisements;
- 9.1.3 Donations;
- 9.1.4 Contributions;
- 9.1.5 Membership fees; and
- 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.
- 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 eighteen (18) months of the roll out period from 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 Licensee shall endeavour, within eighteen (18) months of the roll out period from 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.

11. Culture

11.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.

11.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

12. Format

The Licensee shall not change the format of its private television 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.

13. Educational Programmes

The Licensee shall, within eighteen (18) months of the roll out period from 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.

14. Syndicates and Re-Broadcasts

The Licensee 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% sixty percent of its programmes with Malawian content.

15. Live Broadcasts

15.1 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.

15.2 The Authority shall restrict live broadcasts if it is in the public interest to do so.

15.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

16. Entertainment

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

17. Public Announcements and Service

17.1 Notwithstanding the Government standing procedures, the Licensee may, 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

17.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 17.1 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.

18. Records of Broadcast Programmes

18.1 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.

18.2 The records contemplated in sub-clause 18.1 shall be kept and maintained for a period of not less than forty-five (45) days.

18.3 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.

19. 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 eighteen (18) months of the roll out period from the Effective Date.

20. Democracy Consolidation

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

21. Quality of Service

21.1 The Licensee shall provide television services of good quality to its Customers according to quality of service standards set by the Authority.

21.2 The Authority shall monitor and review the Licensee's quality of service standards from time to time.

22. Advertising

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

22.2 The Licensee shall annually furnish to the Authority, within sixty (60) days at 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.

22.3 The return contemplated in sub-clause 22.2 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”.

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

23. Election Coverage

23.1 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;

23.2 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.

23.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

24.1 The Licensee shall, within eighteen (18) months of the roll out period from 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.

24.2 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.

24.3 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 24.2 hereof.

24.4 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.

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

24.6 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.

25. Contracts

25.1 Subject to clause 14 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.

25.2 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.

26. Licence Fees

26.1 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\$5,000.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.

26.2 In addition to broadcasting fees, the Licensee is also obliged to pay—

(a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 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.

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

26.4 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.

26.5 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.

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

26.7 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.

26.8 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.

26.9 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.

26.10 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.

27. 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.

28. 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.

29. Authorization and Approvals-Addresses

29.1 Any authorization 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 : Former Kuka Lodge 1, Area 43/2/278
- (b) Postal Address : P.O. Box 2053, Lilongwe
- (c) Telephone number :
- (d) Facsimile number :
- (e) Cell number :
- (f) E-mail address :

29.2 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.

29.3 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

30. Frequencies and Technical Parameters

30.1 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.

30.2 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) Radio Regulations and other international agreements entered into by the Republic.

30.3 The Licensee is licensed to broadcast a Private National Television broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

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

31. Regulatory Sanctions

31.1 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.

32. Revocation

32.1. 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 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 within eighteen (18) 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.

32.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

32.3 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.

33. 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.

34. 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.

35. General

35.1 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.

35.2 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.

35.3 This Licence is classified as "Private (National) Television Broadcasting Service Licence".

36. Renewal

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

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

36.3 The Authority may not renew a License if it is in the public interest to do so subject to due process of the law.

36.4 On renewal, the Authority 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.

36.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

37. Roll-Out Obligation

37.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective Date

37.2 The Authority may revoke the Licence if the Licensee is in breach of clause 37.1 above.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : TIMVENI YOUTH TRUST

Station Name : TIMVENI TV STATION

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
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes

The Licensee shall, within eighteen (18) months of the roll out period from 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 : TIMVENI YOUTH TRUST

Station Name : TIMVENI TV STATION

1. The Licensee is licensed and authorized to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
-

Broadcasting Licence for TIMVENI Television Station

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 : TIMVENI YOUTH TRUST

Station Name : TIMVENI TV

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : TIMVENI YOUTH TRUST

Station Name : TIMVENI TV

Operating Frequency—

TO BE FURNISHED LATER

Broadcasting Licence for TIMVENI Television Station

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : TIMVENI YOUTH TRUST

Station Name : TIMVENI TV

1. Interpretation

1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

2.3 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

2.4 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.

2.5 "Election Period" means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to "Campaign Period"

2.6 "Elections" means any general election, by-election, local government election and referendum.

2.7 "Electoral Commission Act" means the Electoral Commission Act, 1998.

2.8 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

2.9 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

2.10 "Party Election Broadcast" means a direct address or message broadcast free of charge on TIMVENI TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

2.11 "Political advertisement" means an advertisement broadcast on TIMVENI TV that is intended or calculated to advance the interests of any political party, for which advertisement TIMVENI TV has received or is to receive, directly or indirectly, any money or other consideration.

2.12 "Polling day " means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

"TIMVENI TV" means TIMVENI TELEVISION STATION

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by TIMVENI TV shall submit that political advertisement or party broadcast to TIMVENI TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with TIMVENI TV's technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

3.2 Every political advertisement or party election broadcast submitted by a party to TIMVENI TV for transmission shall be prepared by or at the instance or request of, that party.

- 3.3 TIMVENI TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 TIMVENI TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 TIMVENI TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to TIMVENI TV at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the TIMVENI TV shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the TIMVENI TV for transmission shall ensure that the political advertisement or party election broadcast does not—
- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to TIMVENI TV for transmission, nor any member or official of any such party, shall have any claim against TIMVENI TV arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 TIMVENI TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified TIMVENI TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the TIMVENI TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.
- 4. Specific provisions in respect of Party Election Broadcasts**
- 4.1 TIMVENI TV shall—
- 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
- 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both TIMVENI TV at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by TIMVENI TV shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 TIMVENI TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that—
- 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
- 4.4.2 if any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by TIMVENI TV for the purpose of transmitting conventional programming material.
- 5. Live Broadcasts**
- 5.1 TIMVENI TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and TIMVENI Television Station

- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), TIMVENI TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.
- 6. Allocation of air-time in respect of party election broadcasts.**
- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and TIMVENI TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. TIMVENI TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to TIMVENI TV on completion. TIMVENI TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with TIMVENI TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.
- 7. Equitable treatment of political parties by the broadcasting licensee during election period.**
- 7.1 During the official campaign period, TIMVENI TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, TIMVENI TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 TIMVENI TV shall transmit news or current affairs programming on elections in an impartial and objective manner.
- 8. Complaints**
- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 63

Reference: B-PRV-TV-09



Licence No. 00009

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE TELEVISION BROADCASTING LICENCE

This is to certify that
TIMES TV

Of: Private Bag 39
Blantyre

is licensed to provide a PRIVATE TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 31st August, 2012 and ending on 31st August, 2019, 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\$5,000.00 *annually*.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within three (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government *Gazette*) failure of which the debt shall attract interest at five 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairperson

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 TIMES Television Station Limited

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 private television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) "Licensee" means TIMES TV 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) "Private Television broadcasting service" means a broadcasting service operated for profit and financial interests of the owners.
 - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) "TIMES TV" means TIMES TELEVISION 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 viewers, consumers and other users of private television broadcasting services;
- 2.2 Promotion of open access to information by means of the private television broadcasting service;
- 2.3 Promotion of efficiency within the private television broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative programmes to enhance the needs, aspirations and best interests of the people of Malawi;

- 2.5 Fostering the development of a private television 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

The name of the station in respect to which the Licensee is authorised to own, operate and provide a private television broadcasting service under this Licence is—

TIMES TV

- 3.1 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.
- 3.2 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 3.1 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 television 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 private television 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. National Coverage and Universal Service Strategy

6.1 The Licensee shall provide a private television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the roll out period from 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 private Television broadcasting service as at eighteen (18) months of the roll out period from the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's private Television 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 Television station broadcasts not less than eighteen (18) 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 TIMES TV Limited, 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—
- 9.1.1 Station and/or programme sponsorship;
 - 9.1.2 Advertisements;
 - 9.1.3 Donations;
 - 9.1.4 Contributions;
 - 9.1.5 Membership fees; and
 - 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.
- 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 eighteen (18) months from the roll out period from 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 Licensee shall endeavour, within eighteen (18) months from the roll out period from 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.

11. Culture

11.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.

11.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

12. Format

The Licensee shall not change the format of its community television 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.

13. Educational Programmes

The Licensee shall, within eighteen (18) months of the roll out period from 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.

14. Syndicates and Re-Broadcasts

The Licensee 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% sixty percent of its programmes with Malawian content.

15. Live Broadcasts

15.1 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.

15.2 The Authority shall restrict live broadcasts if it is in the public interest to do so.

15.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

16. Entertainment

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

17. Public Announcements and Service

17.1 Notwithstanding the Government standing procedures, the Licensee may, 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

17.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 16.1 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.

18. Records of Broadcast Programmes

18.1 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.

18.2 The records contemplated in sub-clause 18.1 shall be kept and maintained for a period of not less than forty-five (45) days.

18.3 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.

19. 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 eighteen (18) months of the roll out period from the Effective Date.

20. Democracy

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

21. Quality of Service

21.1 The Licensee shall provide television services of good quality to its Customers according to quality of service standards set by the Authority.

21.2 The Authority shall monitor and review the Licensee's quality of service standards from time to time.

22. Advertising

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

22.2 The Licensee shall annually furnish to the Authority, within sixty (60) days at 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.

22.3 The return contemplated in sub-clause 22.2 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".

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

23. Election Coverage

23.1 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;

23.2 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.

23.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

24.1 The Licensee shall, within eighteen (18) months of the roll out period from 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.

24.2 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.

24.3 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 24.2 hereof.

24.4 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.

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

24.6 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.

25. Contracts

- 25.1 Subject to clause 14 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.
- 25.2 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.

26. Licence Fees

- 26.1 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\$5,000.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.
- 26.2 In addition to broadcasting fees, the Licensee is also obliged to pay—
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 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.
- 26.3 Failure to comply with this provision shall amount to a breach of this Licence and the Authority may impose any penalty deemed fit.
- 26.4 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.
- 26.5 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.
- 26.6 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 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.

27. 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.

28. 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.

29. Authorization and Approvals-Addresses

29.1 Any authorization 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 : Ginnery Corner, Scott Road, Blantyre
- (b) Postal Address : Private Bag 39, Blantyre
- (c) Telephone number : 01 871 181
- (d) Facsimile number : 01 871 181
- (e) Cell number : 08 88 821 373
- (f) E-mail address :

29.2 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.

29.3 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

30. Frequencies and Technical Parameters

30.1 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.

30.2 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) Radio Regulations and other international agreements entered into by the Republic.

30.3 The Licensee is licensed to broadcast a Private National Television broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

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

31. Revocation

31.1. 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 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 within eighteen (18) 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.

31.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

31.3 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.

32. 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.

33. 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.

34. General

34.1 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.

34.2 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.

34.3 This Licence is classified as "Private (National) Television Broadcasting Service Licence".

35. Renewal

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

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

35.3 The Authority may not renew a License if it is in the public interest to do so subject to due process of the law.

35.4 On renewal, the Authority 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.

35.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

36. Roll-Out Obligation

36.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective Date.

36.2 The Authority may revoke the Licence if the Licensee is in breach of clause 36.1 above.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : TIMES TV LIMITED

Station Name : TIMES TV

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
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes

The Licensee shall, within eighteen (18) months of the roll out period from 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 : TIMES TV LIMITED

Station Name : TIMES TV

-
1. The Licensee is licensed and authorized to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
 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 : TIMES TV LIMITED

Station Name : TIMES TV

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : TIMES TV LIMITED

Station Name : TIMES TV

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : TIMES TV LIMITED

Station Name : TIMES TV

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

“The Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

“Commission” means the Malawi Electoral Commission established by section 75 of the Constitution.

“Election Period” means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to “Campaign Period”

“Elections” means any general election, by-election, local government election and referendum.

“Electoral Commission Act” means the Electoral Commission Act, 1998.

“Electoral Laws” means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

“Party” means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

“Party Election Broadcast” means a direct address or message broadcast free of charge on TIMES TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

“Political advertisement” means an advertisement broadcast on TIMES TV that is intended or calculated to advance the interests of any political party, for which advertisement TIMES TV has received or is to receive, directly or indirectly, any money or other consideration.

“Polling day “ means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

“TIMES TV” means TIMES TELEVISION STATION

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by TIMES TV shall submit that political advertisement or party broadcast to TIMES TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with TIMES TV’s technical, editorial and programme standards as approved by the Authority;

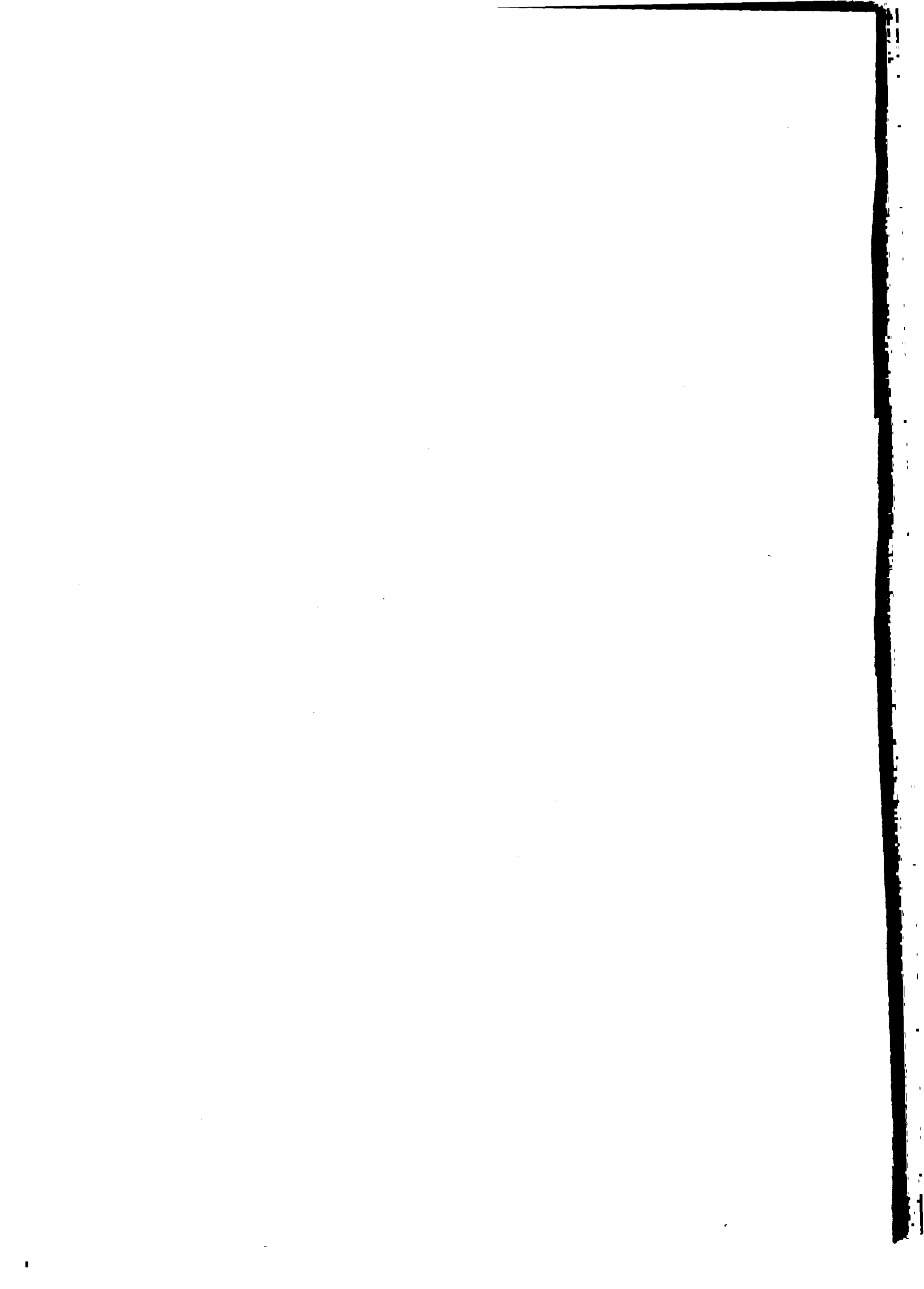
3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

3.2 Every political advertisement or party election broadcast submitted by a party to TIMES TV for transmission shall be prepared by or at the instance or request of, that party.

- 3.3 TIMES TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
 - 3.4 TIMES TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
 - 3.5 TIMES TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to TIMES TV at least 48 hours before the intended time for its transmitted;
 - 3.6 Any party whose party election broadcast has been rejected or refused by the TIMES TV shall have the right to refer the matter to the Authority.
 - 3.7 A party that submits a political advertisement or party election broadcast to the TIMES TV for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
 - 3.8 Neither party that submits a political advertisement or a party election broadcast to TIMES TV for transmission, nor any member or official of any such party, shall have any claim against TIMES TV arising from the transmission by it of that political advertisement or party election broadcast.
 - 3.9 TIMES TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified TIMES TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
 - 3.10 At the end of the campaign period, the TIMES TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.
4. **Specific provisions in respect of Party Election Broadcasts**
- 4.1 TIMES TV shall—
 - 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both TIMES TV at their introduction and at their conclusion.
 - 4.2 Party election broadcasts transmitted by TIMES TV shall be allocated equitable time duration not exceeding two minutes each.
 - 4.3 TIMES TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
 - 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that—
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 if any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by TIMES TV for the purpose of transmitting conventional programming or material.
5. **Live Broadcasts**
- 5.1 TIMES TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and TIMES Television Station.

- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), TIMES TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.
- 6. Allocation of air-time in respect of party election broadcasts.**
- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and TIMES TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. TIMES TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to TIMES TV on completion. TIMES TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with TIMES TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.
- 7. Equitable treatment of political parties by the broadcasting licensee during election period.**
- 7.1 During the official campaign period, TIMES TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, TIMES TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 TIMES TV shall transmit news or current affairs programming on elections in an impartial and objective manner.
- 8. Complaints**
- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.



GENERAL NOTICE NO. 64

Reference: B-COI-S-11



Licence No. 00011

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY**COMMUNITY OF INTEREST SOUND BROADCASTING SERVICE LICENCE**

This is to certify that

CCAP NKHOMA SYNOD RADIO

of: P.O. Box 45

Lilongwe

is licensed to provide a COMMUNITY OF INTEREST SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 31st August, 2012 and ending on 31st August, 2019 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\$ 2,500 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.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairperson

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 CCAP Nkhoma Synod Radio Station

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 of interest sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means CCAP NKHOMA SYNOD duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve (12) 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 17h00 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 of Interest sound broadcasting service” means a broadcasting service operated for non profit targeting a specific audience with a common interest.
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “CCAP NKHOMA SYNOD” means CCAP NKHOMA SYNOD Broadcasting 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 of interest sound broadcasting services;
- 2.2 Promotion of open access to information by means of community of interest sound broadcasting service;
- 2.3 Promotion of efficiency within the community of interest 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 community of interest 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 a community of interest national sound broadcasting service under this Licence is—

“CCAP NKHOMA SYNOD”

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 of interest 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. National Coverage And Universal Service Strategy

6.1 The Licensee shall provide a community of interest sound broadcasting service throughout the Republic. To this end the Licensee shall, within eight (8) months 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 of interest sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's private 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.

6.2 Simultaneously with the report contemplated in the sub-clause 6.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve the universal service to all populated areas of Malawi within three years calculated from eight (8) months from the Effective Date. Provided that the said Plan Strategy shall be implemented only after approval from the Authority.

7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year.
- 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 CCAP NKHOMA SYNOD, 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) Regulated advertisements
 - (c) Donations;
 - (d) Contributions;
 - (e) Membership fees; and
 - (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 eight (8) months of the Effective Date provide news bulletins of not less than sixty (60) 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 eight (8) months 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 of interest 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 eight (8) months from 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 restrict the Licensee from live broadcast if it is in the public interest to do so.
- 10.6.3 The Authority shall restrict 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 may, 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 may, 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 eight (8) months 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 regulated 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 eight (8) months 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 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 as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 in respect of the First Licence Year and subsequent years on or before each and every anniversary of the effective date.
- 17.2 In addition to 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 the provision above, the Authority may impose any penalty as it deems 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 *mero motu* 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 :
- (b) Postal address : P.O. Box 45, Lilongwe
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address :

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 of interest national 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. Notwithstanding any penalties imposed in the Act, the Authority may appropriate sanction on defaulting licensees without prejudice to the sanctions provided under the Act, or relevant laws the Authority reserves the right to impose sanctions on defaulting licensees including—

- (a) Payment of fines
- (b) Suspensions
- (c) Stop and desist orders
- (d) Any other sanctions as 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.

23.3 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 of Interest Broadcasting Service Licence"-(COI).

28. Renewal

28.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority 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 give reasons for not renewing the licence.

28.4 On renewal, the Authority 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 the Authority 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.

CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : CCAP NKHOMA SYNOD

Station Name : CCAP NKHOMA SYNOD

DESCRIPTION OF FORMAT

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

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

The Licensee shall, within eight (8) months from 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, development and gender and any other educational areas as may be required by the targeted audience.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : CCAP NKHOMA SYNOD

Station Name : CCAP NKHOMA SYNOD

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses—
 - 1.1 Blantyre Lilongwe and Mzuzu;
 - 1.2 any other studios to be developed from time to time including outside broadcasting.
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 : CCAP NKHOMA SYNOD

Station Name : CCAP NKHOMA SYNOD

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : CCAP NKHOMA SYNOD

Station Name : CCAP NKHOMA SYNOD

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : CCAP NKHOMA SYNOD

Station Name : CCAP NKHOMA SYNOD

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

“The Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

“Commission” means the Malawi Electoral Commission established by section 75 of the Constitution.

“Election Period” means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to “Campaign Period”

“Elections” means any general election, by-election, local government election and referendum.

“Electoral Commission Act” means the Electoral Commission Act, 1998.

“Electoral Laws” means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

“Party” means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

“Party Election Broadcast” means a direct address or message broadcast free of charge on CCAP NKHOMA SYNOD under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

“Political advertisement” means an advertisement broadcast on CCAP NKHOMA SYNOD that is intended or calculated to advance the interests of any political party, for which advertisement CCAP NKHOMA SYNOD has received or is to receive, directly or indirectly, any money or other consideration.

“Polling day” means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

“CCAP NKHOMA SYNOD” means CCAP NKHOMA SYNOD Broadcasting Station.

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by CCAP NKHOMA SYNOD shall submit that political advertisement or party broadcast to CCAP NKHOMA SYNOD, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with CCAP NKHOMA SYNOD’s technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

- 3.2 Every political advertisement or party election broadcast submitted by a party to CCAP NKHOMA SYNOD for transmission shall be prepared by or at the instance or request of, that party.
 - 3.3 CCAP NKHOMA SYNOD shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
 - 3.4 CCAP NKHOMA SYNOD shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
 - 3.5 CCAP NKHOMA SYNOD, upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to CCAP NKHOMA SYNOD at least 48 hours before the intended time for its transmitted;
 - 3.6 Any party whose party election broadcast has been rejected or refused by the CCAP NKHOMA SYNOD shall have the right to refer the matter to the Authority.
 - 3.7 A party that submits a political advertisement or party election broadcast to the CCAP NKHOMA SYNOD for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
 - 3.8 Neither party that submits a political advertisement or a party election broadcast to CCAP NKHOMA SYNOD for transmission, nor any member or official of any such party, shall have any claim against CCAP NKHOMA SYNOD arising from the transmission by it of that political advertisement or party election broadcast.
 - 3.9 CCAP NKHOMA SYNOD shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified CCAP NKHOMA SYNOD in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
 - 3.10 At the end of the campaign period, the CCAP NKHOMA SYNOD is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.
4. **Specific provisions in respect of Party Election Broadcasts**
- 4.1 CCAP NKHOMA SYNOD shall—
 - 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
 - 4.2 Party election broadcasts transmitted by CCAP NKHOMA SYNOD shall be allocated equitable time duration not exceeding two minutes each.
 - 4.3 CCAP NKHOMA SYNOD shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
 - 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by CCAP NKHOMA SYNOD for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 CCAP NKHOMA SYNOD may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and CCAP NKHOMA SYNOD broadcasting Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), CCAP NKHOMA SYNOD shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and CCAP NKHOMA SYNOD shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CCAP NKHOMA SYNOD shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to CCAP NKHOMA SYNOD on completion. CCAP NKHOMA SYNOD shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CCAP NKHOMA SYNOD shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, CCAP NKHOMA SYNOD shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CCAP NKHOMA SYNOD shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 CCAP NKHOMA SYNOD shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

Broadcasting Licence for CCAP Nkhoma Synod Radio Station