



**L E S O T H O   C O M M U N I C A T I O N S   A U T H O R I T Y**  
**OPERATION OF SOUND BROADCASTING SYSTEM AND PROVISION OF SOUND  
BROADCASTING SERVICES LICENCE**

*Issued in terms of The Communications Act 2012*

**NAME OF LICENSEE** *HARVEST FM PTY (REGISTRATION NO. 2012/1828)*

**LICENCE NUMBER** *LSO/2018/PRSB/7*

**LOCATION** *CARLTON CENTRE BUILDING, THIRD FLOOR, ROOM  
312, MASERU*

**LICENCE VALID FROM** *29/11/2022*

**UNTIL** *28/11/2037*

**FREQUENCIES ASSIGNED** *98.9 MHz MASERU e.r.p. not to exceed 500 W  
106.4 MHz CHAFO e.r.p. not to exceed 500 W  
106.9 MHz QUTHING e.r.p not to exceed 1000 W  
105.5 MHz THABA-TSEKA e.r.p not to exceed 1000 W*

**GRANTED ON** *1/12/2022*

**SIGNED**

**N. GOOLAM**  
**CHIEF EXECUTIVE OFFICER (a.i)**



**THIS LICENCE IS SUBJECT TO :**

- a) The Communications Act 2012 and its subsidiary legislation.
- b) Conditions for operation of Sound Broadcasting System and Provision of Sound Broadcasting Services.



**L E S O T H O  
C O M M U N I C A T I O N S  
A U T H O R I T Y**

**PRIVATE SOUND BROADCASTING LICENCE**

**GRANTED**

**BY**

**THE LESOTHO COMMUNICATIONS AUTHORITY**

**TO**

**HARVEST FM PTY (REGISTRATION NO. 2012/1828)  
(LICENSEE)**

**FOR THE OPERATION OF SOUND BROADCASTING SYSTEM**

**AND**

**PROVISION OF PRIVATE SOUND BROADCASTING SERVICES**

**(In terms of section 5(1) (d) of the Communications Act,2012)**

**APPROVED ON 01 DECEMBER, 2022**

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**N. GOOLAM  
CHIEF EXECUTIVE OFFICER (a.i)  
LESOTHO COMMUNICATIONS AUTHORITY**

## Table of Contents

TERMS.....	3
DEFINITIONS AND INTERPRETATIONS.....	4
CONDITIONS .....	5
1. Name of Licensee.....	5
2. Locations and Addresses .....	6
3. Technical Standards.....	6
4. Fees.....	7
5. Programming.....	7
6. Ownership, Management and Shareholding.....	7
7. Amendments to certain documents of the Licensee.....	8
8. Free Services .....	8
9. Emergency Procedures .....	8
10. Records and Reporting.....	9
11. Amendments to this Licence .....	9
12. Proceedings of the Authority .....	9
13. Renewal of Licences.....	9
14. Privacy .....	10
15. Complaints Handling .....	10
16. Freedom of Expression.....	11
17. Compliance .....	11
18. Breach of Licence Conditions .....	11
19. Notices .....	11

## PRIVATE SOUND BROADCASTING LICENCE

### TERMS

1. The Lesotho Communications Authority (the "Authority"), in accordance with section 5 (1) (d) of the Communications Act 2012 (the "Act"), hereby authorizes *Harvest FM Pty* (the "Licensee") to construct, operate and maintain sound broadcasting systems as described herein (the "Licensed System") and to provide private sound broadcasting services as described herein (the "Licensed Services").
2. The Licensed System is a sound broadcasting system located and operating within the Kingdom of Lesotho.
3. The Licensed Services are private sound broadcasting services which the Licensee, is under an obligation to provide or may provide under this Licence.
4. This Licence is issued for a period of fifteen (15) years with effect from 29<sup>th</sup> November 2022 (the "Licence term"), unless it is revoked earlier as set out below.
5. Notwithstanding paragraph [4] of these terms, the Authority may at any time revoke this Licence by giving thirty (30) days' notice in writing in any of the following circumstances:
  - a) If the Licensee agrees in writing with the Authority that this Licence should be revoked;
  - b) If any amount payable under Condition [4] is unpaid thirty (30) days after the Authority notifies the Licensee that the payment is overdue, provided that such notification shall not be given earlier than fourteen (14) days after the date on which the payment is due;
  - c) If the Licensee has failed to comply with any notice issued by the Authority under the Act, or any subsidiary legislation made under the Act or pursuant to the terms of this Licence where the Authority has given the Licensee thirty (30) days in which to make representations in relation to the matters set out in the notice, and has taken such representations into account before taking further action;
  - d) If the Licensee is dissolved or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors;

- e) If the Licensee fails to comply with Broadcasting Code adopted pursuant to the Act; or
  - f) If the Licensee fails to notify the Authority of any of the events specified in Condition [6] of this Licence.
6. The Authority may renew this Licence for an additional period following the expiry of the Licence Term, provided that the Authority has carried out a formal review to determine whether the Licensee has met all the requirements of the expiring Licence and it is in the public interest that the Licence should be renewed.
  7. This Licence shall be held subject to the terms and conditions set out herein, provisions of the Act and subsidiary legislation adopted pursuant to the Act.
  8. The Licensee shall at all times observe the provisions of any International Telecommunications Conventions, such as those ITU Conventions to which Lesotho is a party, to the extent that they may be applicable.
  9. Words importing the singular shall include the plural and vice versa, words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.

## DEFINITIONS AND INTERPRETATIONS

In this Licence, words shall have meaning assigned to them in the Communications Act, 2012 unless the context otherwise requires:

**“Act”** means the Communications Act, No. 4 of 2012;

**“Authority”** means the Lesotho Communications Authority established in terms of the Act;

**“Disaster”** means any catastrophic event. Without limiting the generality of the foregoing disaster shall include; any event or circumstance arising out of accidents, natural phenomena, fires, explosions, or incidents involving exposure or potential exposure to toxic or radioactive materials;

**“Emergency Service”** means the service provided by the Licensee alone or in conjunction with any other person by means of which emergency broadcasts are made free of charge by national or local emergency organizations which shall include the police and security forces, fire brigade and ambulance services, medical and veterinarian services, disaster management agencies, whether or

not such emergency organizations are owned and managed on a private or public basis and may include any additional emergency services which the Licensee may provide in its own discretion;

**“Effective Date”** means the date of issue of this Licence;

**“Licensee”** means Harvest FM Pty, registration no. 2012/1828;

**“Licence”** means an authorization to provide sound broadcasting services and operate sound broadcasting systems;

**“Line-up”** means the complete testing and adjusting to appropriate levels of all adjustable parameters in a broadcasting system, including power supply voltages, input and output audio levels, local oscillator frequencies and levels, intermediate frequency signal levels and frequencies, transmitter frequencies and output power;

**“Performance Period”** means the period between 05h00 and 24h00 each day;

**“Programme”** in relation to a sound broadcasting service means sound or a combination of sounds, that are intended to inform, educate, enlighten or entertain and includes advertising or sponsorship matter, whether or not of a commercial kind;

**“Rules”** means any rules established by the Authority from time to time in accordance with the Act;

**“Signal”** includes any signs, sounds, text, images, information or data of any configuration sent, or to be sent, for conveyance by means of a telecommunication system;

## CONDITIONS

### 1. Name of Licensee

- 1.1 The Licensee shall operate its sound broadcasting services under the name specified in the Licence.
- 1.2 The Licensee may change its name, subject to the written approval of the Authority, which approval shall not be unreasonably withheld.

## **2. Locations and Addresses**

- 2.1 The Licensee's head office shall be situated within Lesotho.
- 2.2 The Licence shall be placed in a conspicuous place at the Licensee's registered office at all times.
- 2.3 The Licensee shall inform the Authority of the Licensee's registered office, which shall not be changed without providing a written notice to the Authority two (2) months prior to the intended change.
- 2.4 The Licensee shall ensure that the studio and transmission rooms are located in a suitable, protected and secure environment to the satisfaction of the Authority.

## **3. Technical Standards**

- 3.1 The Licensee shall confine its broadcasting services to the use of frequencies as assigned by the Authority and shall not exceed the authorized power limit. Failure to confine broadcasting services to the assigned frequencies and authorized power shall constitute a violation of this Licence.
- 3.2 The Licensee shall design, construct, operate and maintain the Licensed System to achieve service availability of 99.0% averaged over the preceding six months and an unweighted signal to noise ratio of 60 dB within the coverage area of the transmitters. The available figures should consider a loss of signal due to any cause except those which are beyond the control of the Licensee.
- 3.3 All outages of 5 minutes or more shall be reported in writing to the Authority, stating causes of such outages within two (2) working days.
- 3.4 Requirements in 3.2 and 3.3 above shall only apply during performance period.
- 3.5 The Licensee shall keep detailed records of all major equipment repairs and Line-ups. A complete equipment Line-up shall be carried out at least once every two years. The Authority shall be informed at least seven (7) days in advance about all planned major repairs or Line-ups.
- 3.6 Suitable limiters shall be installed at the inputs of all FM transmitters to avoid over deviation and the resulting interference.

- 3.7 The operation of transmitters shall comply with tolerance conditions as provided in ITU-R Appendix S2 to ensure absence of harmful interference to other stations.

#### **4. Fees**

- 4.1 The Licensee shall pay to the Authority such fees as prescribed in the Rules.
- 4.2 The Licensee shall, during the full term of this Licence, pay fees that are payable on an annual basis on or before the 1<sup>st</sup> July every year.

#### **5. Programming**

- 5.1 The Licensee shall file its programming format to the Authority for approval within six months of the effective date of the Licence. If the Licensee intends to change its programming format, the Licensee shall apply for an amendment of the format to the Authority.
- 5.2 The Licensee shall ensure that content on news and current affairs programmes is not dominated by excessive advertising content.
- 5.3 The Licensee shall not broadcast third-party material without the written consent of the owner of such material. In complying with this clause, the Licensee shall keep written permission to broadcast material produced by third parties and such permission shall be made available for inspection by the Authority.
- 5.4 The Licensee shall keep sound recordings of all programmes for at least three (3) months in WMA, MP3 or such format as the Authority may approve or prescribe.

#### **6. Ownership, Management and Shareholding**

- 6.1 The Licensee shall ensure that the Licensed Service is wholly provided and operated by the Licensee.
- 6.2 The Licensee shall not transfer, cede, assign, pledge any rights conferred in terms of this Licence or dispose of this Licence without first obtaining written approval of the Authority.
- 6.3 The Licensee shall notify the Authority if any entity becomes a parent undertaking or controlling entity in relation to the Licensee.



- 6.4 The Licensee shall notify the Authority of any change in the composition of the Board of Directors.
- 6.5 The Licensee shall notify the Authority about change in positions of Managing Director, Station Manager and/or Programmes Manager.
- 6.6 In any case referred to in Conditions 6.4 and 6.5 above, notification shall be given by a date which is thirty (30) days prior to the taking effect of such change or by a date which is within thirty (30) days after the taking effect of such change.
- 6.7 The Licensee shall seek a written permission of the Authority prior to effecting any transfer of shares within the Licensee, which permission shall not be unreasonably withheld.

## **7. Amendments to certain documents of the Licensee**

- 7.1 The written permission of the Authority must be obtained prior to effecting any amendment to the documents of incorporation of the Licensee, which permission shall not be unreasonably withheld.

## **8. Free Services**

- 8.1 The Licensee shall provide public announcements requested in writing by the Commissioner of Police or his designate free of charge.
- 8.2 The Licensee shall reasonably allow the Authority time slot to make announcements and information dissemination free of charge.
- 8.3 Where the Licensee considers any request to be unreasonable, it shall refer the matter to the Authority for determination.

## **9. Emergency Procedures**

- 9.1 Within one (1) year of the effective date of this Licence, the Licensee shall set up procedures and appoint contact persons in order to co-ordinate with the Lesotho Defence Force, Lesotho Mounted Police Service, the Disaster Management Authority, Red Cross and any other relevant bodies in times of war, national emergency, disaster or the declaration of a state of emergency.
- 9.2 The procedures set up in condition [9.1] above and any amendments thereto shall be submitted to the Authority for approval.

## **10. Records and Reporting**

- 10.1 The Licensee shall keep separately identifiable records for all transactions related to the activities contemplated in this Licence at its registered office.
- 10.2 The Licensee shall record its financial transactions in accordance with Generally Accepted Accounting Principles and shall submit annual audited financial statements to the Authority within three (3) months of the Licensee's year-end or such date as the Authority may direct.
- 10.3 The Licensee shall submit annual compliance report to the Authority within three (3) months of the Licensee's financial year-end or such date as the Authority may direct. The compliance report should outline the Licensee's performance in respect of compliance with each condition under this Licence.
- 10.4 The Licensee shall keep record of all the donations received for a charitable deed of its choice and such records shall be made available for inspection by the Authority.
- 10.5 The Licensee shall grant, at all reasonable times, unhindered access to all its premises, facilities, installations, files and records to all officers authorized by the Authority.

## **11. Amendments to this Licence**

- 11.1 The procedures for any amendment to this Licence shall be as set out in the Rules.

## **12. Proceedings of the Authority**

- 12.1 The Licensee shall at all times ensure that, in any hearing, investigation or application in terms of these Licence Conditions, it co-operates fully with the Authority or any competent authority by complying timeously with all requests for information and/or documents and any directive made by the Authority or competent authority in connection with the hearing, investigation or any application.

## **13. Renewal of Licences**

- 13.1 The Licensee shall apply for renewal of the License to the Authority not less than two (2) years prior to the expiry of the Licence.

13.2 The procedures for renewal of this Licence shall be as set out in the Rules.

#### **14. Privacy**

14.1 The Licensee shall not present material which invades a person's privacy and family life unless there are identifiable public interest reasons for doing so.

14.2 The Licensee shall not use information acquired without a person's consent unless the information so acquired is essential to establish the credibility and authority of a source, and where the programme for which the information is required is clearly of important public interest.

14.3 The Licensee shall ensure that identity of a victim of a sexual offence is not divulged in any broadcast, unless the victim consents in writing to the disclosure of his or her identity.

14.4 Notwithstanding the provisions of paragraph 14.3 (above), the Licensee shall ensure that the identity of a child victim of a sexual offence is not divulged in any broadcast under any circumstances.

14.5 The Licensee shall avoid gratuitous and repetitive detail in covering sexual offences.

#### **15. Complaints Handling**

15.1 Within a period of six (6) months from effective date of the Licence, the Licensee shall:

15.1.1 Provide the Authority with complaints handling procedures designed to address complaints from the public and persons aggrieved with the broadcast of the Licensee; and,

15.1.2 Notify the Authority of the name and contact details of the person designated by the Licensee to deal with any complaints.

15.2 Should the Licensee propose to change the complaints handling procedures referred to in paragraph 15.1.1 (above) or replace the person referred to in paragraph 15.1.2 (above), the Authority must be advised in writing, within seven (7) days of the changes.

15.3 The Licensee shall broadcast the complaints handling procedures at least twice a day during peak times.

- 15.4 The Licensee shall keep and maintain record of all complaints received and the manner in which they were addressed, for submission to the Authority on annual basis within three (3) months of the Licensee's financial year-end or upon request by the Authority.

## **16. Freedom of Expression**

- 16.1 In providing the Licensed Services, the Licensee shall exercise the freedom of expression cognizant of rights of other people; such as the consequent right to respond and right to privacy.

## **17. Compliance**

- 17.1 The Licensee shall comply with the terms and conditions of this Licence at its issuance but may apply for concessions within [12] months of the date of issuance.

## **18. Breach of Licence Conditions**

- 18.1 In the event of any breach or failure to comply with these Licence Conditions, the procedures and penalties stipulated in the Act or its subsidiary legislation shall apply.
- 18.2 Condition [18.1] shall not apply if, in the Authority's view, the failure to comply with the Licence Conditions is due to an emergency, national security, or circumstances beyond the Licensee's control.

## **19. Notices**

- 19.1 All written notices to the Authority shall be marked for the attention of the Chief Executive Officer and shall be hand-delivered to:

**The Chief Executive Officer  
Lesotho Communications Authority  
P. O Box 15896  
30 Princess Margaret Road, Old Europa  
Maseru**

**Or by email to: [ceo@lca.org.ls](mailto:ceo@lca.org.ls) or [registrar@lca.org.ls](mailto:registrar@lca.org.ls)**