



# Government Gazette

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**GOVERNMENT NOTICE**

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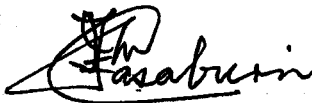
No. 1435

13 October 2003

**MINISTRY OF COMMUNICATIONS****REGULATIONS REGARDING TELEVISION LICENCE FEES**

I, Dr. Ivy Matsepe-Casaburri Minister of Communications, hereby make the regulations contained in the Schedule, in terms of section 40 of the Broadcasting Act, Act No 4 of 1999. These regulations shall come into operation on 01 January 2004.

The regulations in respect of television licences promulgated in Government Notice No. R1408 of 10 August 1994 (as amended) and in Government Notice No. R1788 of 31 October 1996 (as amended) are repealed with effect from 31 December 2003.



**Dr. Ivy Matsepe-Casaburri**  
**MINISTER**

**SCHEDULE****TELEVISION LICENCE REGULATIONS**

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## DEFINITIONS AND INTERPRETATION

In these regulations, unless the context otherwise indicates:

- 1.1 **"the Act"** means the Broadcasting Act No. 4 of 1999 or any amendment thereto or substitution thereof;
- 1.2 **"audited statement"** means a statement substantially in the form of annexure "C" attached to these regulations;
- 1.3 **"authorised agent"** means a person appointed by the Corporation to determine whether a television set or a denatured apparatus is capable of receiving transmissions broadcast in the course of a television broadcasting service;
- 1.4 **"authorised inspector"** shall have the same meaning as in the Act;
- 1.5 **"business licence"** means the category of television licence which confers upon a licence holder the right to use a television set in connection with the business, or in or at any department of state or administration in the national, provincial or local sphere of government;

- 1.6        "**concessionary domestic licence**" means the category of television licence provided for in regulations 5 and 6;
- 1.7        "**dealer licence**" means the category of television licence which confers upon a licence holder the right to use a television set in connection with his business as a dealer at a place specified in the licence, for the purposes of demonstrating or displaying the television set to a prospective buyer;
- 1.8        "**denatured apparatus**" means apparatus originally designed to be capable of receiving a television broadcasting service which has been certified in writing by an authorised agent to be incapable of receiving transmissions broadcast in the course of a television broadcasting service;
- 1.9        "**domestic licence**" means the category of television licence which confers upon the user of a television set or the owner or occupier of the residential premises in which the television set is being used, the right to use such a television set at those premises only;

1.10 **"lessor licence"** means the category of television licence which confers upon a licence holder the right to lease a television set to any person for use by that person;

1.11 **"licence holder"** means a person to whom a television licence has been issued by the Corporation and **"holder"** has the same meaning;

1.12 **"licensing year"** means the one year period commencing on the date when the television licence fee becomes due and payable according to the Corporation's records;

1.13 **"family members of the holder of a domestic licence"** means all natural persons who:-

- (a) are permanently resident with such holder; and
- (b) are in fact dependent on such holder; and
- (c) are owed a legal duty of support by such holder.

1.14 **"mobile television licence"** means the category of television licence which confers upon a licence holder the right to use a television set in

any vehicle, caravan, mobile home, vessel or aircraft used for private purposes;

1.15 **“partner”** means a person referred to in annexure “D” attached to these regulations;

1.16 **“residential premises”** means any house, flat, room, caravan, vessel, vehicle, building or structure which is occupied by a person as his residence, whether permanently or temporarily;

1.17 **“television licence fee”** means the fees which are provided for in regulations 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, read with annexure A attached to these regulations;

1.18 **“television set”** has the meaning assigned to it in Section 1(1) of the Independent Broadcasting Authority Act No. 153 of 1993 and includes computers fitted with electronic broadcast cards (television tuner cards) and the electronic broadcast cards themselves;

- 1.19 "Value Added Tax" means value added tax in terms of the Value Added Tax Act No. 89 of 1991 or any amendment thereto or substitution thereof;
- 1.20 "written summary" means a statement substantially in the form of annexure E attached to these regulations;
2. In these regulations, unless the context indicates otherwise:-
- 2.1 words in the singular shall include the plural and vice versa;
- 2.2 words referring to one gender shall include the other gender and vice versa.

### USER CATEGORIES OF TELEVISION LICENCES

3. A person who is required to be in possession of a television licence must possess one or more of the following categories of television licences:-
- (a) a domestic licence;
  - (b) a concessionary domestic licence;
  - (c) a business licence;
  - (d) a dealer licence;
  - (e) a lessor licence;



(f) a mobile television licence.

4. The Corporation shall be entitled to issue one document in respect of more than one television licence.

#### **CONCESSIONARY DOMESTIC LICENCE**

5. The following persons may apply to the Corporation for a concessionary domestic licence:-

5.1 a person who is entitled to and is in receipt of a social grant for himself from the State by virtue only of being an aged person or disabled person or a war veteran as defined in the Social Assistance Act 59 of 1992, or any amendment thereto or substitution thereof.

5.2 a person aged 70 years or older, provided that:-

- (a) such person was aged 70 years or older at the commencement of the licensing year; and
- (b) such person does not share residential premises with a person (other than his spouse or partner) who is under 70 years of age

- and who is not a family member of the holder of a domestic licence.
6. A concessionary domestic licence confers upon the user of a television set or the owner or occupier of the residential premises in which the television set is being used, the right to use such a television set at those premises only.

#### EXEMPTIONS

7. Where the holder is in possession of a domestic licence or a concessionary domestic licence, a partner of such a person, who has together with such a person submitted to the Corporation an affidavit substantially in the form of annexure "D", shall be exempted from the obligation of being in possession of a television licence.
8. Where the holder is in possession of a domestic licence or a concessionary domestic licence, such a person is exempted from the obligation of being in possession of more than one domestic licence or concessionary domestic licence, regardless of the number of television sets used in terms of such a licence. This exemption does not apply to second or additional residential premises.

9. Where the holder is in possession of a domestic licence or a concessionary domestic licence, family members of the holder of a domestic licence are exempted from the obligation to be in possession of such a licence in respect of their use of a television set at such residential premises only.
10. Where a licence holder is in possession of a dealer licence, such a licence holder is exempted from the obligation of being in possession of more than one dealer licence, regardless of the number of television sets used in terms of such licence for the purpose of demonstrating such television sets.
11. A person is exempted, for the duration of the written lease referred to herein below, from the obligation to be in possession of a domestic licence in respect of his use of a particular television set if:-
- 11.1 that particular television set is being leased from the holder of a lessor licence for a period of at least 6 months; and
  - 11.2 a written lease was concluded by such person with the holder of a lessor licence in the ordinary course of business and
  - 11.3 such a person is in possession of a copy of the written lease.

12. A person is exempted, for the duration of the written lease referred to herein below, from being in possession of a business licence in respect of his use of any number of television sets, provided –

12.1 that such number of television sets are being leased or rented from the holder of a lessor's licence for at least a period of twelve months, and

12.2 a written lease was concluded by such person with the holder of a lessor's licence in the ordinary course of business, and

12.3 such person is in possession of a copy of the written lease.

13. When a television set has been declared to be denatured apparatus by an authorised agent, the user of such denatured apparatus shall be exempted from paying a television licence fee in respect of such denatured apparatus for the remainder of such user's licensing year.

14. Public schools are exempted from the requirement to have a television licence.

#### **PERIOD OF VALIDITY OF A TELEVISION LICENCE**

14. A television licence is valid for the period reflected therein.

**TELEVISION LICENCE FEES**

15. All television licence fees are payable in advance.
16. A holder of a domestic licence is entitled to pay a television licence fee by way of one or more instalments, as prescribed in annexure A attached to these regulations. However, the television licence fee for the first licensing year must be paid in full.
17. The television licence fee for all categories of licences is R225
23. The Corporation may apply annually by no later than 30 November for an increase of the television licence fees. Any increase shall require the approval of the Board of the Corporation and the Minister.
24. The Corporation may grant discounts on business licences and lessor licences, in cases where bulk television sets are used in accordance with the principles approved by the Board of the Corporation from time to time.

## APPLICATION FOR A TELEVISION LICENCE

25. A natural person who applies for a television licence shall produce his identity document or such other form of identity which is acceptable to the Corporation before a television licence is issued to him.
26. An application for a television licence by a person other than a natural person shall be accompanied by proof of the applicant's registration number (if applicable) before a television licence is issued to it.

## RENEWAL OF A TELEVISION LICENCE

28. A licence holder bears the onus of applying for the renewing a television licence and will not be excused from this obligation by virtue of non-receipt of a notice to renew such television licence. The corporation is obliged to mail licence renewal notices to licence holders.
29. When renewing a television licence, a licence holder shall present:-
- 29.1 his television licence; or
  - 29.2 a photocopy of his television licence; or
  - 29.3 a notice to renew a television licence.

**DENATURED APPARATUS**

30. Any user of a television set which is alleged to be incapable of receiving transmissions broadcast in the course of a television broadcasting service, shall give the Corporation written notice to this effect.
31. Upon receipt of such written notice, the Corporation shall appoint an authorised agent in order to determine whether the television set is capable of receiving transmissions broadcast in the course of a television broadcasting service, whereupon an inspection fee as provided for in annexure B attached to these regulations shall be payable by the user who so notified the Corporation.
32. Any person who uses denatured apparatus shall, three months prior to the expiry of such person's licensing year, give written notice to the Corporation that the apparatus has not been modified so as to render it capable of receiving transmissions broadcast in the course of a television broadcasting service.
33. An authorised agent may inspect denatured apparatus in order to determine whether the apparatus has subsequently been modified so as to render it capable of receiving transmissions broadcast in the course of a television broadcasting service. If an authorised agent determines that the denatured apparatus has been modified so as to render it capable of receiving transmissions broadcast in the course of a television broadcasting service, the user of the denatured apparatus shall (in addition to any television licence fees

and penalties) be liable to pay an inspection fee as provided for in annexure B attached to these regulations.

#### **REPORTING OBLIGATIONS OF BUSINESSES**

34. Within thirty days after the end of each licensing year a person who was the holder of a business licence for any portion of such licensing year shall provide the Corporation with an audited statement reflecting the number of television sets and the period for which such television sets were in its possession during such licensing year.
35. A business which submits an audited statement in terms of regulation 34 wherein an incorrect number of television sets is reflected shall, in addition to any television licence fees and fines, pay a penalty as provided for in annexure B attached to these regulations, in respect of each television set not reflected in the audited statement.
36. If an authorised inspector determines that a business possessed more than the number of television sets reflected in the audited statement, on the date of such statement, the licence holder shall (in addition to licence fees and penalties) pay an inspection fee as provided for in annexure B attached to these regulations.
37. Any business that alienates, replaces, donates or gives away a television set for whatever purpose or reason, shall be required to furnish the Corporation within



twenty eight days thereof with the following information relating to the person to whom such a television set was handed over:-

- 37.1 the identity document number and/or registration number (whichever is applicable); and
- 37.2 the residential and/or business address (whichever is applicable), e-mail address, postal address and daytime contact telephone number(s) including facsimile.

#### **REPORTING OBLIGATIONS OF DEALERS**

38. Before selling or alienating a television set to any person, a dealer shall be required to:-

- 38.1 obtain a copy of the documents referred to in regulations 26 or 27; and
- 38.2 obtain the residential and/or business address (whichever is applicable), postal address and daytime contact telephone number[s] of that person.

39. Within seven days of the end of every calendar month, a dealer shall provide the Corporation with:-

- 39.1 a written summary of the number of television sets which were sold or alienated during the previous month (even if that number amounts to nil);  
and
- 39.2 the documents referred to in regulation 38, either in hard copy or electronic format, attached to such written summary.
40. Within thirty days of the end of each licensing year, a dealer shall provide the Corporation with an audited statement reflecting the number of television sets which were sold or alienated by the dealer during the previous licensing year (even if that number amounts to nil).
41. A dealer shall retain its records for a period of at least twenty-four months from the date from which a dealer is obliged to provide such records to the Corporation.
42. A dealer who fails to provide the written summary referred to in regulation 39 or the audited statement referred to in regulation 40 shall, in addition to any fine imposed, pay a penalty as provided for in annexure B attached to these regulations, in respect of each television set which a dealer fails to include in the written summary referred to in regulation 39, or in the audited statement referred to in regulation 40.

**REPORTING OBLIGATIONS OF LESSORS**

43. Within seven days of the end of each calendar month a lessor shall provide the Corporation with a written summary reflecting the number of television sets which it used during the previous month (even if that number amounts to nil), together with a list containing the name, identity number or registration number (whichever is applicable), residential and/or business address (whichever is applicable), postal address and daytime telephone contact number(s) of all persons to whom television sets have been leased.
44. Regulation 37 shall apply mutatis mutandis to a lessor.
45. Within thirty days after the end of each licensing year, a lessor shall provide the Corporation with an audited statement reflecting the number of television sets used by the lessor during the previous licensing year (even if that number amounts to nil).
46. A lessor shall retain its records for a period of at least twenty-four months from the date from which a lessor is obliged to provide such records to the Corporation.
47. A lessor who fails to provide the written summary referred to in regulation 43 or the audited statement referred to in regulation 45 shall, in addition to any fine imposed, pay a penalty as provided for in annexure B attached to these regulations, in respect of each television set which a lessor failed to include in

the written summary referred to in regulation 43, or in the audited statement referred to in regulation 45.

#### **NOTICES TO THE CORPORATION**

48. A licence holder who changes his address shall notify the Corporation of his new address within thirty days of the date of such change.
49. A user or a licence holder who is no longer required to be in possession of a television licence shall provide the Corporation with written notice on a prescribed form setting out the changed circumstances which have made it unnecessary for him to be in possession of a television licence, which notice shall be given within thirty days of the expiry of the licence.
50. If an authorised inspector determines, after receipt by the Corporation of a notice referred to in regulation 48, that a user or a licence holder remains liable for payment of a television licence fee, such a person shall (in addition to any television licence fees and penalties) be liable to pay an inspection fee as provided for in annexure B attached to these regulations.
51. Any communication to the Corporation in terms of these regulations shall be in writing and shall be forwarded to the Corporation by **POST** to: **THE MANAGER, TELEVISION LICENCES, SABC, PRIVATE BAG X60,**

**AUCKLAND PARK, 2006** or by **FREEPOST** to: **JHZ153K, SABC, AUCKLAND PARK, 2006** or by **TELEFAX** or **E-MAIL** to the numbers or addresses as appearing on the Corporation's television licence correspondence from time to time, and shall, where applicable, indicate:-

51.1 the full name, identity number and/or registration number (whichever is applicable), residential and/or business address (whichever is applicable) and daytime contact telephone number(s) of the sender of such communication; and

51.2 the television licence account number.

#### **ANCILLARY COSTS**

52. The ancillary costs, contemplated in section 40(1)(c)(i) of the Act, which the Corporation may recover from any person, are contained in annexure B attached to these regulations.

53. Value added tax at the prescribed rate will be added to the ancillary costs contained in annexure B attached to these regulations.

#### **TRANSFERABILITY OF TELEVISION LICENCES**

54. A television licence is only transferable from one spouse to another or from one partner to another on the death of such spouse or partner.

**ANNEXURE A****Television licence fees, excluding Value Added Tax**

	<b>Column (a)</b> (payments in one instalment)	<b>column (b)</b> (payments in more than one instalment)
<b>Domestic licence</b>	R225	R23 per month
<b>Concessionary domestic licence</b>	R225	Not applicable
<b>Business licence</b>	R225 Per television set	Not applicable
<b>Dealer licence</b>	R225	Not applicable
<b>Lessor licence</b>	R225 Per television set	R23 per month
<b>Mobile television licence</b>	R225 Per television set	Not applicable

**ANNEXURE B****Penalties, inspection fees and ancillary costs,  
excluding value added tax**

<b>Penalty for the purposes of regulations 35, 42 and 47</b>	<b>R300-00 Per television set</b>
<b>Inspection fee for the purposes of regulations 31, 33, 36 and 50</b>	<b>R300-00</b>
<b>Ancillary costs for the purposes of regulation 52</b>	<b>R50,00 per dishonoured cheque returned to the Corporation by its bankers or paypoints</b>

**ANNEXURE C**

XYZ (Pty) Ltd/CC

Address

Dear Sir

**REPORT OF THE INDEPENDENT AUDITOR / ACCOUNTING OFFICER to (XYZ (PTY) LTD/CC)****Scope**

We have performed the procedures agreed with you and described below with respect to the number of television sets owned/possessed/used/rented out/sold/alienated\* by *company/group/corporation*. Our engagement was undertaken in accordance with the statement of South African Auditing Standards applicable to agreed-upon procedures. The responsibility for determining the adequacy of the procedures agreed to be performed is that of the *company/group/corporation*. Our procedures were performed solely to assist you in verifying the number of television sets owned/possessed/used/rented out/sold/alienated\* by the *company/group/corporation*. These procedures are summarised as follows:

**Number of sets:**

1. Obtained from management the number of television sets owned/possessed/used/rented out/sold/alienated\* by the *company/group/corporation* during the financial year/period.
2. Agreed the above quantity to the fixed asset register/the accounting records of the entity.\*
3. Ensure that the above quantity, in the case of a business or a lessor, is reasonably stated by, either performing a reasonability test considering the amount of venues where the *company/group/corporation* uses the sets, or by way of a physical count.

or

Ensure that the above quantity, in the case of a dealer, is reasonable stated by performing a reasonability test considering the amount of sets in stock at the beginning of the period plus the amount of sets purchased less the closing stock amount. \*



**Findings**

We report our findings below:

**Number of sets:**

1. *(Include the number of television sets)*
2. *(Done / In the case of a business or a lessor, all the above sets are not disclosed in the fixed asset register – difference being ...)\**

or

*(Done / In the case of a dealer, the above amount does not agree to the accounting records – difference being ...)\**

3. *(Done / The amount per the reasonability test or physical count is .....).*

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with statements of South African Auditing Standards, other matters might have come to our attention that would have been reported to you.

This report relates only to the items specified above, and does not extend to any financial statements of *company/group/corporation* taken as a whole.

It is supplied on the basis that it is for the sole use of the parties to whom it is addressed and exclusively for the purposes set out herein. No party other than those to whom it is addressed may rely upon this report for any purpose whatsoever.

Copies may be made available to the addressee's advisors, provided that the report is to be used by them solely for the purposes stated herein and provided that they are made aware of the terms of this paragraph. It must not be made available or copied in whole or in part to any other party without our prior express written consent, which consent may be given or withheld at our absolute discretion. This limitation will obviously not apply to the provision of this report in compliance with any order of court, subpoena or other judicially enforceable directive.

Registered Accountants and Auditors/Accounting Officer

Chartered Accountants (SA)

Date

Place

\* **DELETE WHICHEVER IS NOT APPLICABLE**



becomes individually liable for a television licence; and (3) the licensee whose licence is hereby cancelled, will be required to take out a new licence on termination of the partnership.

***Please retain a copy of this document for your files.***

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