



Government Gazette

REPUBLIC OF SOUTH AFRICA

Vol. 463 Pretoria 28 January 2004 **No. 25959**



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GENERAL NOTICE

NOTICE 151 OF 2004

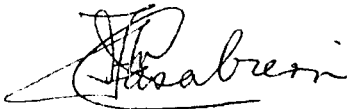
MINISTRY OF COMMUNICATIONS

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.

Government Notice 1435, published in Government Gazette 25582 of 13 October 2003 is hereby repealed.

The regulations in respect of television licences promulgated in Government Notice No. R1408 of 10 August 1994 (as amended) in Government Notice No. R1788 of 31 October 1996 (as amended), and in Government Notice No. R1405 of 30 October 1998 are repealed with effect from 31 December 2003.



Dr. Ivy Matsepe-Casaburri
MINISTER

SCHEDULE**TELEVISION LICENCE REGULATIONS**

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1. DEFINITIONS AND INTERPRETATION

In these regulations, unless the context otherwise indicates:

"audited statement" means a statement that is substantially in the form of Annexure "C";

"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;

"business licence" means the category of television licence which confers upon a licence holder the right to use a television set in connection with a business or, in or at any government department or administration in the national, provincial or local sphere of government;

"concessionary domestic licence" means the category of television licence provided for in regulations 5 and 6;

"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 or her business as a dealer at a place specified in that licence, for the purposes of demonstrating or displaying the television set to a prospective buyer;

"denatured apparatus" means an apparatus which is 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;

"domestic licence" means the category of television licence which confers upon a 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;

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

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

"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;

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

"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;

“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;

“partner” means a person contemplated in Annexure “D”;

“public school” means a public school in terms of the South African Schools Act, 1996 (Act No. 84 of 1996);

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

“television licence fee” means a fee provided for in Annexure A;

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

“the Act” means the Broadcasting Act, 1999 (Act No. 4 of 1999);

“Value Added Tax” means value added tax in terms of the Value Added Tax Act, 1991 (Act No. 89 of 1991);

"written summary" means a statement that is substantially in the form of Annexure E.

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.

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) domestic licence;
- (b) concessionary domestic licence;
- (c) business licence;
- (d) dealer licence;
- (e) lessor licence;
- (f) mobile television licence.

4. The Corporation may 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 or herself from the State by virtue of being an aged or a disabled person or a war veteran as defined in the Social Assistance Act, 1992 (Act No. 59 of 1992).

5.2 a person aged 70 years or older: Provided that such a person -

- (a) is aged 70 years or older at the commencement of the licensing year; and
- (b) does not share residential premises with a person, other than his or her spouse or partner, who is under the age of 70 years 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. If a 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 that is substantially in the form of Annexure "D", may not be required to have a television licence.
8. A holder in possession of a domestic licence or a concessionary domestic licence, is exempted from 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: Provided that this exemption does not apply to a second or an additional residential premises.
9. If a holder is in possession of a domestic licence or a concessionary domestic licence, family members of the holder of such a licence are exempted from being in possession of such a licence in respect of their use of a television set at such residential premises only.
10. A licence holder in possession of a dealer licence, is exempted from 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 for the duration of the written lease period referred to in this paragraph, exempted from being in possession of a domestic licence in respect of his or her use of any particular television set if -

11.1 at least one television set is being leased from the holder of a lessor licence for a period of at least six months;

11.2 a written lease was concluded by that person with the holder of a lessor licence in the ordinary course of business; and

11.3 that person is in possession of a copy of the written lease.

12. A person is, for the duration of the written lease period referred to in this paragraph, exempted from being in possession of a business licence in respect of his or her use of any number of television sets for business: if –

12.1 that number of television sets are being leased or rented from the holder of a lessor licence for at least a period of at least twelve months;

12.2 a written lease was concluded by that person with the holder of a lessor licence in the ordinary course of business; and

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

13. Where the holder is in possession of a lessor licence, such holder is exempted from the obligation of being in possession of a licence for each

television set so used where more than one television set is leased to the same person for use at residential premises only.

14. If a television set is declared to be a denatured apparatus by an authorised agent, the user of such denatured apparatus is exempted from paying a television licence fee in respect of such denatured apparatus for the remainder of such user's licensing year.

15. Public schools are not required to have a television licence.

PERIOD OF VALIDITY OF TELEVISION LICENCE

16. A television licence is valid for the monthly or annual period reflected in the licence.

TELEVISION LICENCE FEES

17. All television licence fees are payable in advance.

18. The television licence fee for all categories of licences shall be as indicated in Annexure A.

19. A holder of a domestic licence is entitled to pay a television licence fee by way of one or more instalments, as set out in Annexure A: Provided that the television licence fee for the first licensing year must be paid in full.
20. The Corporation may apply annually, but not later than 30 November for an increase of the television licence fees. Any increase must be approved by the Board of the Corporation and the Minister.
21. The Corporation may, where bulk television sets are used in accordance with the principles approved by the Board of the Corporation, from time to time grant discounts on business licences and lessor licences.

APPLICATION FOR TELEVISION LICENCE

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

RENEWAL OF A TELEVISION LICENCE

24. The Corporation must forward licence renewal notices to licence holders. Notwithstanding this requirement, licence holders are required to apply for the renewal of a television licence despite non-receipt of a reminder notice to renew a television licence.
25. A licence holder must produce -
- 25.1. his or her television licence; or
 - 25.2. a photocopy of his or her television licence; or
 - 25.3. a notice to renew a television licence,
- when renewing a television licence.

DENATURED APPARATUS

26. A user of a television set which is alleged to be incapable of receiving transmissions broadcast in the course of a television broadcasting service, must give the Corporation written notice to that effect.
27. Upon receipt of a written notice contemplated in paragraph 26, the Corporation must appoint an authorised agent 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 is payable by the user who notified the Corporation.

28. A person who uses a denatured apparatus must, three months prior to the expiry of his or her 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.
29. 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 after such inspection an authorised agent finds 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 is, in addition to any television licence fees and penalties liable to pay an inspection fee as provided for in Annexure B.

REPORTING OBLIGATIONS OF BUSINESSES

30. Within thirty days after the end of each licensing year, a business must provide the Corporation with an audited statement reflecting the number of television sets and the period for which those television sets were in its possession during that licensing year.

31. A business which provides an audited statement in terms of regulation 30 with an incorrect number of television sets is reflected therein, must in addition to any television licence fees and fines, pay a penalty as provided for in Annexure B, in respect of each television set not reflected in the audited statement.
32. 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 must, in addition to licence fees and penalties pay an inspection fee as provided for in Annexure B.
33. A business that alienates, replaces, donates or gives away a television set for whatever purpose or reason, must be required to furnish the Corporation within twenty eight days thereof with the following information in respect of the person to whom such a television set was handed over:
- 33.1 the identity document number or registration number whichever is applicable: and
- 33.2 the residential or business address, whichever is applicable, e-mail address, postal address and daytime contact telephone number including facsimile.

REPORTING OBLIGATIONS OF DEALERS

34. Before selling or alienating a television set to any person, a dealer must obtain:-
- 34.1 a copy of the documents referred to in regulations 22 or 23; and
 - 34.2 the residential or business address, whichever is applicable, postal address and daytime contact telephone number of that person.
35. A dealer must, within seven days after the end of every calendar month, provide the Corporation with -
- 35.1 a written summary of the number of television sets which were sold or alienated during the previous month, even if that number amounts to a nil; and
 - 35.2 the documents referred to in regulation 34, either in hard copy or electronic format, attached to that written summary.
36. A dealer must, within thirty days after the end of each licensing year, provide the Corporation with an audited statement reflecting the number of television sets sold or alienated by the dealer during the previous licensing year, even if that number amounts to a nil.

37. A dealer must retain its records for a period of at least twenty-four months from the date on which a dealer is required to provide those records to the Corporation.
38. A dealer who fails to provide a written summary contemplated in regulation 35 or an audited statement contemplated in regulation 36 must, in addition to any fine imposed, pay a penalty as provided for in Annexure B, in respect of each television set which a dealer fails to include as required.

REPORTING OBLIGATIONS OF LESSORS

39. A lessor must, within seven days after the end of each calendar month, provide the Corporation with a written summary reflecting the number of television sets which the lessor used during the previous month, even if that number amounts to a nil a list containing the name, identity number or registration number, residential or business address and postal address and daytime telephone contact number, of all persons to whom television sets have been leased.
40. Regulation 33 apply mutatis mutandis to a lessor.
41. A lessor must, within thirty days after the end of each licensing year, 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 a nil.

42. A lessor must retain its records for a period of at least twenty-four months from the date on which a lessor is required to provide those records to the Corporation.
43. A lessor who fails to provide a written summary contemplated in regulation 39 or an audited statement contemplated in regulation 41 must, in addition to any fine imposed, pay a penalty as provided for in Annexure B, in respect of each television set which a lessor failed to include in the written summary, or in the audited statement as required.

NOTICES TO THE CORPORATION

44. A licence holder must notify the Corporation of any change of address within thirty days from the date of such change.
45. A user or a licence holder who is no longer required to be in possession of a television licence must, within thirty days of the expiry of the licence, 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.
46. If an authorised inspector, after receipt by the Corporation of a notice contemplated in regulation 45, determine that the user or the licence holder

remains liable for payment of a television licence fee, such a person must, in addition to any television licence fees and penalties be liable to pay an inspection fee as provided for in Annexure B.

47. Any communication to the Corporation in terms of these regulations must be in writing and must 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.

47.1 Such written notice must indicate the full name and where applicable, the identity number, residential or business address, daytime contact telephone number of the sender of such notice; and

47.2 the television licence account number.

ANCILLARY COSTS

48. The Corporation may recover the ancillary costs, contemplated in section 40(1)(c)(i) of the Act from any person, as determined in Annexure B.
49. Value added tax will be added to the inspection fees and ancillary costs determined in Annexure B at the prescribed rate.

TRANSFERABILITY OF TELEVISION LICENCES

50. 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.

REPEAL OF REGULATIONS

51. The regulations governing televisions licence fees, promulgated by Government Notice number 1435 of 13 October 2003, as well as regulations in respect of television licences promulgated by Government Notice R1408 of 10 August 1994 (as amended) and Government Notice number R1788 of 31 October 1996 are hereby repealed.
52. These regulations shall come into operation on 1 January 2004, despite the date of approval or publication hereof.

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

| | Column (a) (payments in one instalment) | column (b) (payments in more than one instalment) |
|---------------------------------------|---|---|
| Domestic licence | R225 | R23 per month |
| Concessionary domestic licence | R65 | Not applicable |
| Business licence | R225 Per television set | Not applicable |
| Dealer licence | R225 | Not applicable |
| Lessor licence | R225 Per television set | Not applicable |
| Mobile television licence | R225 Per television set | Not applicable |

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

| | |
|--|--|
| Penalty for the purposes of regulations 31, 38 and 43 | R300-00 Per television set |
| Inspection fee for the purposes of regulations 27, 29, 32, and 46 | R300-00 |
| Ancillary costs for the purposes of regulation 48 | R50,00 per dishonoured cheque returned to the Corporation by its bankers or paypoints |

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**

Annexure D

Affidavit

We, _____ and _____
(Initials & Surname of 1st Partner, in CAPITALS) (Initials & Surname of 2nd Partner, in CAPITALS)

do hereby make oath and say that:

1. We are unmarried parties to a life partnership ("the partnership")
2. The partnership is intended to be permanent and excludes any other person.
3. This partnership involves permanent residence and co-habitation between us as well as an obligation of mutual emotional support. To the extent that either of us may require, the partnership also involves an obligation of financial support by one party of the other.

| | | | | | | | | | | | | | | | | | | | | | |
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| | | TV Licence Account | | | | | | | | | | | | | | | | | | | |
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| Contact Telephone No: | | <table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | |
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Signed and sworn/solemnly affirmed before me on the date and at the place set out below, by the deponent who indicated that he/she knows and understands the content of this statement, has no objection to making oath or solemn affirmation, and regards such as binding on his/her conscience.

Commissioner of Oaths

Full name: _____ **Date:** _____

Capacity: _____ **Place:** _____

PLEASE NOTE THAT: (1) the exemption in terms of which life partners are allowed to have a single TV licence came into force only on 28 February 2001 and is not effective retrospectively; (2) should the life partnership be terminated, each of the partners again

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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