

# CONSTITUTION OF CAPE TOWN COMMUNITY TELEVISION COLLECTIVE

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## 1. NAME

A voluntary association is hereby established under the name of:

### **“Cape Town Community Television Collective”**

(hereafter referred to as the “Association”)

## 2. OBJECTIVES AND PRINCIPLES

2.1 The Association is a public, non-profit organisation established with the objective of working within the framework of the Electronic Communications Act of South Africa for the education, cultural, economic and social well being of the Cape Town Community. The Association will aim to:

- Create awareness about the concept of community TV in Cape Town through marketing, community outreach and education and to encourage and ensure ongoing community participation at all levels of the station.
- Ensure the fullest possible community representation, participation and governance in all aspects of the organization, including but not limited to programming, productions and broadcasts.
- Do regular planning, marketing and fundraising for the CTCTV station to ensure its relevance, popularity and sustainability in the service of the community of Cape Town.
- Provide access to channels of communication and information for the Cape Town community through the production and acquisition of relevant programming by and for the community.
- Provide access to training and facilities to enable the production of programming by and for the community.
- Produce and acquire content that is participatory, locally relevant, progressive, educational, informative and entertaining.
- Broadcast content to the greater Cape Town Community in partnership with an existing broadcaster and/or through a permanent community television license.
- Ensure that the station is sustained through various forms of revenue.
- Maintain the highest standards of organisational excellence in terms of the governance, management and administration of the station.

2.2. The Association will operate in terms of the following principles:

- To support the development of community television in South Africa;
- To support the principle that community broadcasting should be controlled and operated at local level by politically independent bodies not attached to any religious, political or business interests.

- To promote the principles of independence in programming, diversity of output, access to broadcasting by the community, the widest representation of viewpoint to give the fullest expression to the aspirations and culture of the South Africans, particularly those based in the greater Cape Town area.

### 3. LEGAL STATUS

The Association is a body corporate with its own legal identity, which is separate from its individual members. The Association shall continue to exist even if the members change. The Association may own property, enter into contracts, and sue or be sued in its own name.

### 4. NON-PROFIT DISTRIBUTING CHARACTER

- 4.1 The income and property of the Association shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Association solely by virtue of them being members or office-bearers. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Association, Board or Management Committee, except as:
- 4.1.1 reasonable compensation for services actually rendered to the Association;
  - 4.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.
- 4.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which The Board (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Association.

### 5. POWERS

The Association, acting through its Management Committee, Board, or at General Meetings, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached **Schedule A**.

### 6. MEMBERS

The membership of CTCTV shall consist of: -

6.1 Membership: Can be bestowed on organization that applies for membership and is accepted as such by the Management Committee, Board or the AGM and is a non-profit, non-governmental entity/organisation that has a developmental agenda or serves the community

within the sport, education, arts, culture and media, labour, CBO and NGO sectors, and which in the opinion of the organization subscribes to the objectives of CTCTV and qualifies for membership.

6.2 Membership shall not be open to political parties, religious entities or any organization that operates on the basis of financial gain for its members or shareholders.

6.3 An applicant for membership of CTCTV shall apply by completing the membership application form obtainable from the Secretary and return the completed form back to the Secretary, who shall as soon as practicable refer the application to the Board for determination.

6.4 Any entity applying for Membership of CTCTV shall provide CTCTV with copies of its Constitution, Rules, Memorandum and Articles of Association or the like (if applicable) and its most recent financial statements and reports and with any other information that they deem necessary.

6.5 CTCTV shall advise applicants for membership of any information provided in support of an application for membership which is considered to be inconsistent with the objectives or the constitution of CTCTV and may, if it deems appropriate, suggest such amendments as may be necessary to enable an application for membership to be successful.

6.6 Upon its application for membership of CTCTV being approved by the Board, the Secretary shall notify the applicant in writing that it has been approved for membership of CTCTV

#### 6.7 Resignation of members

A Member of CTCTV may at any time resign from CTCTV in the form of a written notice addressed to the Secretary. Upon receipt of such notice the Secretary shall remove the name of the Member so giving notice from the register of Members and that Member shall there upon cease to be a Member of CTCTV.

6.8 A right, privilege or obligation of a Member by virtue of membership of the Association shall;

- (a) not be transferred or transmitted in any way; and
- (b) be terminated upon the cessation of that member's membership whether by death, resignation or otherwise.

6.9 All members shall be entitled to the benefits and services provided by CTCTV and to receive copies of any reports and publications made or issued by CTCTV.

#### **6.10 MEMBERSHIP FEES**

6.10.1 There shall be annual membership fees for all members.

6.10.2 The rates of annual membership fees shall be set annually at the Annual General Meeting of CTCTV

6.10.3 Membership fees are payable by ..... each year, or within 21 days of the approval of membership.

**6.11. REGISTRATION OF MEMBERS & AFFILIATES**

The Secretary shall keep and maintain a Register of Full Members and Affiliate Members in which shall be entered the full particulars of each Member or Affiliate and the register shall be available for inspection by Members at the registered address of CTCTV

**7. STRUCTURE OF THE ASSOCIATION**

The Structure of the Association shall consist of:

- 7.1 The Board,
- 7.2 The Management Committee,
- 7.3 Annual General Meeting, and
- 7.4 The Committees

**8. THE BOARD**

8.1 Powers

8.1.1 The affairs of the Association shall be controlled and managed by The Board. Subject to the terms of this constitution and to the resolutions of members in General Meeting, The Board may exercise all the powers of the Association.

8.1.2 In General Meeting, the Association may review, approve or amend any decision taken by The Board but no such resolution of the Association shall invalidate any prior action taken by The Board in accordance with the provisions of this Constitution.

8.2 Election

8.2.1 The members of The Board shall be elected at the Annual General Meeting at which this Constitution is adopted, and shall hold office until the first Annual General Meeting held after their appointment. At such first Annual General Meeting and at every subsequent Annual General Meeting held thereafter, not less than one half of The Board members shall retire by rotation. The members to retire shall be those who have been in office the longest since their last appointment. As between members of equal seniority, the members to retire, in the absence of agreement between them, shall be determined by ballot.

8.2.2 The Board will comprise of two (2) representatives nominated from the different sectors. Three (3) other further members will be elected from the Members present at the Annual General Meeting by way of secret ballot. Further the Station manager as appointed from time to time will serve as an *ex officio* member of The Board.

8.2.3 Resigning Board members shall be eligible for re-election or co-option.

8.2.4 Board members shall be from member organisations of the Association or individuals co-opted by the Board.

8.2.5 Nominations

Nominations from sectoral candidates for election as Board Member:

- (a) shall be made in writing and accompanied by the written consent of the candidate which may be endorsed on the nomination form indicating the nominating organizations and the sectoral meeting where such nomination was made and seconded; and
- (b) shall be delivered to the secretary of CTCTV not less than 7 days before the date fixed for the Annual General Meeting.

8.3 Composition

8.3.1 The Board shall comprise at least fifteen (15) members and shall elect from amongst them the following office-bearers at the first board meeting following the AGM who shall comprise the Management Committee:

- (a) the Chairperson;
- (b) the Vice-Chairperson;
- (c) the Treasurer;
- (d) the Secretary;

8.3.2 The Board may co-opt up to four (4) additional non-voting members, as it may consider appropriate from time to time. The co-opted members shall serve for such period, as The Board considers appropriate.

8.4 Board Member Vacating Office

8.4.1 The office of a Board member shall be vacated if a member:

- (a) resigns; or
- (b) becomes unfit and/or incapable of acting as such; or
- (c) would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or
- (d) is removed by The Board, by resolution adopted by at least three-quarters (3/4) of its members in office from time to time, being not less than the required minimum of six (6). The Board shall only furnish reasons for its decision/s regarding removal to the member removed and to the members of the Association in General Meeting.

8.4.2 Should a position on The Board fall vacant, The Board, by resolution adopted at least two-thirds (2/3) of its members, may (and if the vacancy reduces the number of members to less

than six (6), shall) co-opt a member/s to fill the vacancy/ies. The office of any person so co-opted as member of The Board shall lapse unless confirmed by resolution of members at the next Annual General Meeting.

## 8.5 Procedure at Board Meetings

8.5.1 The Board shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:

- (a) The Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of The Board which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of The Board shall elect a chairperson from those attending.
- (b) The Chairperson shall convene a meeting of The Board, quarterly and at the written request of any two (2) members of The Board and may convene such a meeting at any other time.
- (c) The quorum necessary for the transaction of any business by The Board shall be two-thirds (2/3) of The Board members serving at any given time.
- (d) At meetings of The Board each member shall have one (1) vote.
- (e) Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
- (f) Proper minutes shall be kept of the proceedings of The Board, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of The Board, and on two (2) days' notice to the Secretary or his or her deputy, by any member of the Association.
- (g) A resolution signed by all members of The Board shall be as valid as if passed at a duly convened meeting of The Board.

8.6 The Board may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by The Board from time to time. See **Schedule B** attached hereto with regard to the different committees that must be established by The Board

8.7 The Board may appoint a Chief Executive and other officers and employees, as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

## 8.8 Disclosure of Interests

8.8.1 Each Board Member who has personal or financial interests (whether direct or indirect), in a matter that is to be considered at a meeting of the Board or who has an interest in any contract or arrangement made or proposed to be made with CTCTV shall disclose that interest at the

first meeting of the Board at which the contract or arrangement is to be considered if the interest then exists or in any other case at the first meeting of the Board after the acquisition or development of the interest.

- 8.8.2 If such a member becomes interested in a contract or arrangement after it is made or entered into s/he shall disclose the interest at the first meeting of The Board after becoming interested.
- 8.8.3 Each Board Member who has an interest as outlined in clauses (8.1.1) and (8.1.2):  
 (i) should not be present while the matter is being considered;  
 (ii) should not vote on the matter - subject to clause (8.8.4);
- 8.8.4 The Board may pass a resolution with no less than 50% votes in favour to exempt a member of the Board from paragraphs (8.8.3)(i) and (ii) subject to such conditions as it sees fit.
- 8.8.5 Despite paragraph (8.8.3)(i) the member concerned may still be counted towards the quorum of the said meeting.

## **9. THE MANAGEMENT COMMITTEE**

The Management Committee will be made up of the office bearers as stated in Clause 8.3.1 above as well as the Station Manager who will be appointed by The Board.

The Board will from time to time delegate the necessary powers to the Management Committee who will take control and responsibility for the day-to-day organization and management of the Station.

The Management Committee will further be responsible for the practical implementation of the decisions made by The Board with regard to policy development, employment and appointment of full time staff as well as any related matters deemed appropriate by The Board.

### Procedure at Management Committee Meetings

- 9.4.1 Unless the Board in its entire discretion decides otherwise, the management committee may conduct its meetings and regulate its proceedings as it finds convenient, subject to the following:
- 9.4.2 The chairperson, if willing and available, must chair all management committee meetings. In the absence of the chairperson, the members of the management committee must elect a person to chair the meeting from their number.
- 9.4.3 The chairperson may at any time convene a meeting of the management committee.
- 9.4.4 The quorum necessary for the transaction of any business by the management committee will be three (3) of its members.
- 9.4.5 At meetings of the management committee, each member will have one (1) vote.
- 9.4.6 Questions arising at the management committee meeting will be decided by a majority of votes. In the event of an equality of votes the chairperson will have a casting or second vote. The



chairperson or other person who chairs the meeting will decide, in his/her entire discretion, whether a vote is taken by a show of hands or by secret ballot.

- 9.4.7 Proper minutes must be kept of every management committee meeting, and a record of the persons present at each meeting. The chairperson must sign the minutes or the other member who chairs the meeting, and must be available at all times for inspection or copying by any member of the management committee and by any Member of the CTCTV.
- 9.4.8 The management committee will meet as often as is necessary to carry out its responsibilities, it being intended that the committee will meet at least once every calendar month.

## **10. GENERAL MEETINGS**

### **10.1 Annual General Meeting**

10.1.1 An Annual General Meeting of the Association shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year.

10.1.2 The Chairperson shall convene Annual General Meetings not less than twenty-one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.

10.1.3 The business of an Annual General Meeting shall include:

- (a) the presentation and adoption of the Annual Report of the Chairperson;
- (b) the consideration of the Annual Financial Statements;
- (c) the election of members to serve on The Board for the following year;
- (d) the appointment of Auditors;
- (e) other matters as may be considered appropriate.

### **10.2 Other General Meetings**

10.2.1 Other General Meetings of the Association shall be convened at any time by the Chairperson or at the written request of The Board or one quarter (1/4) of the members of the Association.

10.2.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days written notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting: provided that: should the Chairperson, having been requested to give such notice, fail to give it within

seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting.

### 10.3 Quorum

10.3.1 A quorum constituting a General Meeting of the Association shall one quarter (1/4) of the members.

10.3.2 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

### 10.4 Resolutions and Voting

10.4.1 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting.

10.4.2 Each member present or represented at such meeting shall be entitled to one (1) vote.

10.4.3 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

### 10.5 Minutes

Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days notice to the Secretary or his or her deputy.

### 10.6 Powers

Subject to the provisions of Clause 8.1.2 above, a duly convened General Meeting of the Association, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the Association as set out in this Constitution.

## 11. **NOTICES**

11.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by prepaid post, to the last address notified by each person concerned to the Association, or in any other manner as The Board may decide from time to time.

11.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

11.3.1 If posted, notices shall be deemed to have been received seven (7) days after posting.

## **12. FINANCIAL MATTERS**

### **12.1 Bank Account**

The Board shall open a bank account in the name of the Association with a registered Bank or Building Society. The Board shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.

### **12.2 Signatures**

All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be done in a manner as approved by The Board members, and shall require the signature of at least two (2) persons authorized and appointed by The Board for this function.

### **12.3 Financial Year End**

The Association's financial year end shall be 31 December.

### **12.4 Financial Records**

The Board shall ensure that the Association keeps proper records and books of account, which fairly reflect the affairs of the Association.

### **12.5 Annual Narrative Report and Financial Statements**

12.5.1 The Board shall ensure that the Association prepares an annual narrative report describing the Association's activities and an Annual Financial Statement for each financial year. The Annual Financial Statements shall conform to generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.

12.5.2 Within two (2) months after drawing up the Annual Financial Statements, The Board shall ensure that the books of account and financial statements are audited and certified in the customary manner by an independent practicing chartered accountant.

12.5.3 A copy of the Annual Financial Statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year.

## **13. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

The terms of this Constitution may be amended, the name of the Association may be changed and the Association may be dissolved by resolution of sixty six per cent (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

## **14. INDEMNITY**

- 14.1 Subject to the provisions of any relevant statute, members of The Board and other office bearers shall be indemnified by the Association for all acts done by them in good faith on its behalf. It shall be the duty of the Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Association.
- 14.2 Subject to the provisions of any relevant statute, no member of The Board and or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

## **15. DISPUTES**

- 15.1 In the event of a serious disagreement between the members of The Board and/or the Association regarding the interpretation of this constitution then any two (2) Board members or any five (5) members of the Association shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to The Board
- 15.2 The Board shall consider such declaration within two (2) weeks of receiving it. Should The Board not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 15.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and The Board must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
- 15.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and The Board may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 15.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 15.6 The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 15.7 The person(s) declaring the dispute and The Board, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.

15.8 The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

**GENERAL ADMINISTRATIVE AND INVESTMENT POWERS**

1. To employ staff and hire professional and other services.
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.
3. To open and operate accounts with registered banks and building societies.
4. To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Association shall be with Financial Institutions as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990); units of a Mutual Fund duly established in terms of The Unit Trusts Control Act No. 54 of 1981, and/or in securities listed on a duly licensed Stock Exchange as defined in the Stock Exchanges Control Act No.1 of 1985.
5. To accept donations made to the Association and retain them in the form in which they are received, or sell them and re-invest the proceeds.
6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
  - 6.1 to purchase or acquire property and assets;
  - 6.2 to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;
  - 6.3 to donate and transfer the property and assets of the Association to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
7. To borrow and to use the property or assets of the Association as security for borrowing;
8. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.
9. To execute any act or deed in any deeds registry, mining titles or other public office.
10. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
11. To exercise all the management and executive powers that is normally vested in the Board of Directors of a Company.
12. To exercise all the powers and authority of the Association not only in the Republic of South Africa but also in any other part of the world.

## COMMITTEES

The programming objectives of the Association will reflect the objectives as outlined in clause 2 of this Constitution. In order to effectively enforce these programming objectives the following Committees will need to be established:

### 1. THE PROGRAMMING COUNCIL

A permanent committee to be known as the Programming Council shall be established by Collective in conjunction with the Board of Directors, which shall:

- (a) Develop and recommend to the Board of Directors programming and related policy for the station;
- (b) Identify any procedural matters that can be improved to enable the Programming Department to operate more effectively;
- (c) Develop, implement and supervise strategies to:
  - (i) Assist program providers to become familiar with and have access to relevant information regarding the production, administrative, classification and technical requirements of CTCTV
  - (ii) Assist with the training of program providers in the operations and goals of the Programming Committee;
  - (iii) Enable program providers to submit programs of a high standard and within the guidelines of CTCTV
  - (iv) Ensure the allocation of airtime is made in the best interests of the station and the Cape Town community.
- (d) Assist the Programming Manager to resolve any problems relating to the technical quality, content or complaints associated with any programming submissions from members;
- (e) Ensure that members are meeting their obligations to provide volunteers in the Programming Department / Production teams;
- (f) Assist in the resolution of complaints
- (g) Development and recommend to the Board of Directors the expenditure of any budget provided by the Board of Directors for Station Programming, including any budget for program supplies.

#### Establishment and meeting of the Programming Council

- (a) the Programming Council shall consist of:
  - (i) the Station Manager in an ex-officio, non-voting capacity; and
  - (ii) one representative appointed by each sector and two representatives appointed by the Board of Directors but no more than one person from any Member or Affiliate, with
  - (iii) the Programming Manager in an ex-officio, non-voting capacity.

- (b) The members of the Programming Council shall be appointed for a period of 1 year and be appointed on the basis of television and broadcasting expertise, technical broadcasting expertise, community expertise and any other relevant expertise.
- (c) The Programming Council shall meet quarterly and provide a written report of its meetings to the next Board of Directors meeting following the last meeting of the Council.
- (d) The Programming Council shall conduct the procedure of its meetings in a like manner and consistent with that of the Board of Directors.

## **2 PROGRAMMING COMMITTEE:**

A permanent programming committee will be set up to coordinate the weekly on-air programming for CTCTV.

### 5.5.4 Establishment and responsibilities of the programming committee

The programming committee will consist of the Programme Manager, the Production Manager and one sector representative per sector

The responsibility of the programming committee is to:

- (a) Identify the key issues to be addressed in the broadcast for the coming week
- (b) Brainstorm strategies and angles on how to cover the issues
- (c) Ensure that the production teams are assigned and record their inserts
- (d) Coordinate and ensure that all material are edited and ready for broadcasting
- (e) Generate new ideas on issues to be addressed
- (f) Identify where programming can be sourced from and negotiate this with the Director
- (g) View all sourced programming to ensure that it meets with the production, administrative, classification and technical requirements of CTCTV
- (h) Recruit volunteers from the sectors to ensure that sufficient volunteers are available for the production teams

## **3 SECTORAL MEETINGS**

CTCTV identified the following sectors to be established for the Cape Town Community TV Collective as representative of the Cape Town community

- (a) Labour
- (b) Sports
- (c) Arts and culture (including media and heritage)
- (d) Community based organizations
- (e) Non-governmental organizations (NGO's - non-profit, duly registered organizations that serve and service the community in various spheres)
- (f) Education – (Educational institutions such as schools and universities)

Representation within sectors shall be in the form of bona-fide established organisations.

### Establishment of the sectors and responsibilities

- (a) The Secretary or a Board Member will take responsibility for coordinating the first meeting of each of the sectors.



- (b) In the first meeting, the member organisations in the sector will elect a coordinator / chairperson, two representatives on The Board, and a representative for the programming council and programming committee
- (d) The responsibility of the sector is to identify the programming issues in that particular sector that should be taken forward in the programming committee
- (e) The sector also has the responsibility to make input into the constitution, policies and all other aspects of the community television station
  - (g) The sector should also identify possible volunteers in their member organisations that can be trained in various positions for the community television station.

**SCHEDULE C****REQUIREMENTS OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE FOR EXEMPTION FROM TAXES AND DUTIES**

The Association intends to apply to the Commissioner for the South African Revenue Services to become an approved public benefit organisation. In compliance with section 30 of the Income Tax Act, the following provisions shall bind the Association, upon approval by the Commissioner:

1. The Association shall carry on at least 85% of its activities for the benefit of persons in the Republic.
2. No activity of the Association is intended to directly or indirectly promote the economic self-interest of any fiduciary or employee of the Association, otherwise than by way of reasonable remuneration payable to that fiduciary or employee.
3. Carry on its public benefit activities in a non-profit manner and with an altruistic or philanthropic intent.
4. Comply with such conditions, if any, as the Minister may prescribe by way of regulation to ensure that the activities and resources of the Association are directed in the furtherance of its objects.
5. Submit to the Commissioner a copy of and a copy of any amendment to this Constitution.
6. Have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the Association and no other single person directly or indirectly controls the decision-making powers relating to that organisation.
7. In the event of the Association investing funds, invest such funds:

with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990); and/or

in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985); and/or

in such other prudent investments in financial instruments and assets as Commissioner may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations;

provided that the provisions of the sub-paragraph do not prohibit the Association from retaining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance.

8. Be prohibited from carrying on any business undertaking or trading activity, otherwise than to the extent that:

the gross income derived from such business undertaking or trading activity does not exceed the greater of:

- i. fifteen percent (15%) of the gross receipts of the Association; or
- ii. twenty five thousand Rand (R25000.00);

the undertaking or activity is:

- i. integral and directly related to the sole object of the Association; and
- ii. carried out or conducted on a basis substantially the whole of which is directed towards the recovery of cost and, which would not result in unfair competition in relations to taxable entities;

the undertaking or activity, if not integral and directly related to the sole object of Association as contemplated in clause 8.2, is of an occasional nature and undertaken substantially with assistance on a voluntary basis without compensation;

or

the undertaking or activity is approved by the Minister by notice in the Gazette, having regard to:

- i. the scope and benevolent nature of the undertaking or activity;
- ii. the direct connection and interrelationship of the undertaking or activity with the sole purpose of the public benefit organisation;
- iii. the profitability of the undertaking or activity; and
- iv. the level of economic distortion that may be caused by the tax-exempt status of the public benefit organisation carrying out the undertaking or activity.

9. Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation; provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on or any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

10. Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Act or any other Act administered by the Commissioner.

11. Has not and will not pay any remuneration as defined in the Fourth Schedule, to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
12. Comply with such reporting requirements as may be determined by the Commissioner.
13. Take reasonable step to ensure that the funds, which it may provide to any association of persons, as contemplated in section 30(b)(iii) of the Act are utilized for the purpose for which they are provided.
14. Become registered in terms of section 13(5) of the Non-Profit Organisations Act 1997 (Act No.71 of 1997), within such period as the Commissioner may determine, and comply with any other requirements imposed in terms of that Act.
15. Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.
16. Ensure that any books of account, records of other documents relating to its affairs are:
  - i. where kept in book form, retained and carefully preserved by any person in control of the Association, for a period of four years after the date of the last entry in any such book; or
  - ii. where not kept in book form, are retained and carefully preserved by any person in control of the Association, for a period of four years after the completion of the transaction, act or operation to which they relate.