

SAGA

**SOUTH AFRICAN
GUILD OF ACTORS**

CONSTITUTION

REVISED 2024

TABLE OF CONTENTS

1. NAME	3
2. DEFINITIONS.....	3
3. OBJECTS OF SAGA.....	3
4. BODY CORPORATE	3
5. INCOME AND PROPERTY	3
6. POWERS OF THE ORGANISATION.....	4
7. MEMBERSHIP OF SAGA	4
8. SAGA LEGAL SERVICES.....	7
9. DISCIPLINE	8
10. TERMINATION OF MEMBERSHIP.....	8
11. MEMBERSHIP FEES.....	9
13. MEETINGS	9
14. EXECUTIVE COMMITTEE.....	12
15. GENERAL DUTIES OF OFFICE-BEARERS AND SAGA REPRESENTATIVES	14
16. REMOVAL OF OFFICE-BEARERS, OFFICIALS AND REPRESENTAIVES OF SAGA.....	15
17. FINANCE: GENERAL	15
18. REPRESENTATION WITHIN A COLLECTIVE BARGAINING STRUCTURE.....	16
19. BALLOTS	16
20. CHANGING OF CONSTITUTION	17
21. WINDING UP.....	17
22. INDEMNIFICATION OF OFFICIALS, OFFICE BEARERS AND COMMITTEE MEMBERS	18

1. NAME

The name of the organisation is THE SOUTH AFRICAN GUILD OF ACTORS, hereafter referred to as SAGA.

2. DEFINITIONS

An actor who is 'legally entitled to work in the Republic of South Africa' is defined as a citizen who is registered as a taxpayer or one who is not a citizen but who has the requisite work permit and tax number as issued by the Department of Home Affairs and the South African Revenue Services respectively.

3. OBJECTS OF SAGA

The objects of SAGA shall be to:

- 3.1. Regulate relations between actors and film/television/theatre/radio producers, including any film / television / theatre / radio producers or organisations;
- 3.2. Promote and protect the interests of its members;
- 3.3. Plan and organise its administration and lawful activities;
- 3.4. Co-operate with or join local or international organisations, where it is in the interests of SAGA to do so;
- 3.5. Promote, support or oppose any proposed legislative or other measures affecting the interests of its members;
- 3.6. Use every legitimate means to induce actors to become members;
- 3.7. Provide legal assistance to members in connection with their contracts with film/television/theatre/radio producers;
- 3.8. Encourage the settlement of disputes between members and film/television/theatre/radio producers or organisations of such by conciliation, mediation or arbitration;
- 3.9. Organise and represent members of SAGA for the purpose of collective bargaining;
- 3.10. Undertake such lawful activities and actions as may appear to be in the interests of SAGA and its members and which are not inconsistent with the objects, or any matter specifically provided for in this Constitution; and
- 3.11. Establish educational, social and charitable enterprises for the general welfare and advancement of SAGA members.

4. BODY CORPORATE

SAGA shall:

- 4.1. exist in its own right, separately from its members;
- 4.2. continue to exist even when its membership changes and there are different office bearers;
- 4.3. be able to own property and other possessions;
- 4.4. be able to sue and be sued in its own name.

5. INCOME AND PROPERTY

- 5.1. SAGA will keep a record of everything it owns.
- 5.2. SAGA may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for SAGA. The payment must be a reasonable amount for the work that has been done.
- 5.3. A member of SAGA can only get money back from SAGA for expenses that she or he has paid for or on behalf of SAGA.
- 5.4. Members or office bearers of SAGA do not have rights over any assets that belong to SAGA.

6. POWERS OF THE ORGANISATION

- 6.1. The Executive Committee may take on the power and authority that it believes it needs to be able to attain the objects as stated in clause 3 of this constitution. Its activities must abide by the law.
- 6.2. The Executive Committee shall manage SAGA and shall consist of not less than 7 (seven) members, who shall be the office bearers of SAGA.
- 6.3. The Executive Committee has the power and authority to raise funds or to invite and receive contributions.
- 6.4. The Executive Committee has the power to buy, hire or exchange for any property that it needs to attain its objects.
- 6.5. The Executive Committee has the right to make by-laws for proper management, including procedure for application, approval and termination of membership.
- 6.6. The Executive Committee will decide on the powers and functions of office bearers.

7. MEMBERSHIP OF SAGA

- 7.1. Any actor legally entitled to work in the Republic of South Africa shall be eligible for membership of SAGA, provided that such actor is, or is about to be engaged in the South African film/television/theatre/radio industry as an actor.
 - 7.1.1. Provision is made for the inclusion of Founder Members who are not professional actors but who assisted in establishing the organisation. Where such member holds executive office and where the potential arises for a conflict of interests, the member will recuse themselves from deliberations on the matter at hand.
 - 7.1.2. Subject to 13.1.14, provision is made for the awarding of Honorary Membership in exceptional circumstances. Such membership is reserved for an esteemed individual who supports the objectives of SAGA and who is willing to serve as an ambassador for the organisation.
- 7.2. Applications for admission or readmission to membership shall be made on SAGA's standard application form, which shall be lodged in writing with the Secretary.
- 7.3. Every application for membership shall be considered by the Executive Committee within 2 (two) weeks of receipt thereof by the Secretary.
- 7.4. Application for membership shall constitute acceptance by the applicant of this Constitution as binding on them.
- 7.5. An applicant, to whom admission to membership is refused, shall be provided with reasons for such refusal and shall be entitled to a refund of any money paid by him/her on application.
- 7.6. If admission to membership is refused by the Executive Committee, the applicant concerned shall have the right of appeal to the next General Meeting, which shall have the power to confirm or reverse the decision of the Executive Committee. Such an appeal shall be in writing and shall be submitted to the Secretary at least 2 (two) weeks before the General Meeting. The General Meeting's decision shall be final.
- 7.7. Every member shall notify the Secretary, in writing, of his/her postal and e-mail address and any changes thereto, within 21 (twenty-one) days of the date on which the change occurred.
- 7.8. A member, who has resigned or has been expelled from SAGA, may be readmitted to membership on such conditions as the Executive Committee may determine from time to time.
- 7.9. The Executive Committee may provide for special classes of membership, e.g. to take account of age; to offer temporary membership; honorary life membership; to provide for artists visiting from overseas.
- 7.10. An identity card reflecting the current status of a member is issued on approval and is used to access the relevant membership benefits.

7.11. The following special classes of membership have been approved by the Executive Committee:

7.11.1. Full Membership (SAGA FULL)

- 7.11.1.1. SAGA FULL membership is open to any actor legally entitled to work in the Republic of South Africa and who is engaged or about to be engaged as an actor in the film/television/theatre/radio industry.
- 7.11.1.2. Prospective members may be required to demonstrate to the satisfaction of the Executive Committee that they have the necessary training or work experience to be considered professionals within the industry.
- 7.11.1.3. The fee for SAGA FULL membership is payable monthly by debit-order. Representation can be made for an up-front annual payment, which will be calculated to include an additional administration fee.
- 7.11.1.4. SAGA FULL members have exclusive access to the protections and benefits offered by SAGA.
- 7.11.1.5. SAGA FULL members:
- enjoy full voting rights;
 - are eligible for election to the Executive Committee;
 - have access to SAGA contracts;
 - have free access to all SAGA-facilitated talks and workshops;
 - have access to discounts that SAGA may negotiate with service providers from time to time.

7.11.2. Associate Membership (SAGA ASSOCIATE)

- 7.11.2.1. SAGA ASSOCIATE membership is an entry-level tier open to aspirant professionals, legally entitled to work in the Republic of South Africa, who are in the early stages of their careers and is renewable up to a maximum of two years.
- 7.11.2.2. A SAGA ASSOCIATE member may choose to upgrade to SAGA FULL membership at any time during this period.
- 7.11.2.3. The dues for SAGA ASSOCIATE membership are payable monthly by debit-order. Representation can be made for an upfront annual payment, which may be calculated to include any additional administration fee.
- 7.11.2.4. SAGA ASSOCIATE members:
- have access to SAGA contracts;
 - receive support and advice from SAGA's in-house legal department;
 - have access to the institutional knowledge vested in SAGA;
 - receive regular updates on SAGA activities through SAGA's mailing-list;
 - have free access to all SAGA-facilitated talks and workshops;
 - have access to certain discounts that SAGA may negotiate with service providers from time to time;
 - are not eligible to hold office or participate in elections for the Executive Committee.

7.11.3. Student Membership (SAGA STUDENT)

- 7.11.3.1. SAGA STUDENT membership is open to any student at a tertiary institution who is in their final year of study in the performing arts and who is legally entitled to work in the Republic of South Africa.
- 7.11.3.2. SAGA STUDENT membership is renewable up to a maximum period of two years, as students and recent graduates establish their professional careers. After two consecutive years, the SAGA STUDENT member is given an option to upgrade to SAGA FULL membership.
- 7.11.3.3. A SAGA STUDENT member who is offered professional work as an actor is eligible for and encouraged to upgrade to SAGA FULL membership to access the necessary protections and benefits offered by SAGA.

7.11.3.4. SAGA STUDENT membership is also open to actors who are attached to verified community-based theatre groups and who may work as actors in a semi-professional environment.

7.11.3.5. A community theatre actor may upgrade to SAGA FULL membership at any time should he/she be offered professional work as an actor.

7.11.3.6. A community theatre actor who wishes to have his SAGA STUDENT membership extended beyond the expiry of the initial period must submit a motivated request to the Executive Committee for consideration.

7.11.3.7. SAGA STUDENT membership is free.

7.11.3.8. SAGA STUDENT members:

- have access to SAGA contracts;
- receive support and advice from SAGA's in-house legal department, and have access to the institutional knowledge vested in SAGA;
- receive regular updates on SAGA activities through SAGA's mailing list;
- have free access to all SAGA-facilitated talks and workshops;
- have access to certain discounts that SAGA may negotiate with service providers from time to time;
- are not eligible to hold office or participate in elections for the Executive Committee.

7.11.4. Patron Membership (SAGA PATRON)

7.11.4.1. SAGA PATRON Membership is designed for key individuals to demonstrate their support for SAGA and its objects, mission and values.

7.11.4.2. SAGA Patronage requires an ongoing donation to be made to SAGA on either a recurring monthly or a recurring annual basis.

7.11.4.3. Donations totalling a minimum amount of R 1000 annually will enable the SAGA Patron to receive a Section 18(a) receipt, making the donation fully tax deductible. Donations must be made by electronic deposit or direct deposit, and proof of payment must be sent to admin@saguildofactors.co.za.

7.11.4.4. The allowable deduction may not exceed 10% of the taxable income (excluding any retirement fund lump sum benefit, retirement fund lump sum withdrawal benefit and severance benefit) of the taxpayer as calculated before allowing any deduction for donations under section 18A or a deduction for foreign taxes under section 6quat(1C).

7.11.4.5. Any excess amount of a donation made that is disallowed solely for the reason that it exceeds the amount of the deduction allowable for a year of assessment may be carried forward for purposes of section 18A. The excess amount carried forward will be deemed a donation actually paid or transferred in the next succeeding year of assessment subject to the 10% limitation. If any excess remains, it can be further rolled over but always subject to the 10% limitation.

7.11.4.6. SAGA PATRON Membership is subject to certain conditions:

7.11.4.6.1. SAGA Patronage does not constitute membership to SAGA or any other organisation. As such SAGA Patronage does not entitle the Patron to any SAGA Membership benefits or considerations.

7.11.4.6.2. SAGA PATRON is an honorary title only and is bestowed by SAGA at its own discretion.

7.11.4.6.3. SAGA may choose to retract the honorary title of SAGA PATRON at any time and for any reason.

7.11.4.6.4. A donation by a Patron is understood to be a voluntary gift, freely given by the donor out of liberality or generosity towards SAGA; there may be no conditions or obligations attached to such donation and no personal benefit may accrue to the donor.

8. SAGA LEGAL SERVICES

8.1. Scope of Services

SAGA offers legal services to its members in connection with their professional acting careers. The extent of these services varies by membership tier:

- 8.1.1. Full Members enjoy comprehensive legal services, including representation by SAGA's retained legal counsel in matters with a reasonable chance of success or potential precedent-setting value for the acting community.
- 8.1.2. Student and Associate Members: Receive limited legal services, including advice and consultation from senior SAGA members with institutional knowledge and assistance with drafting letters of demand.
- 8.1.3. Patron Members: Are not eligible for SAGA legal services.

8.2. Service Details

SAGA legal services may include, but are not limited to:

- 8.2.1. Consultation and advice from the SAGA Executive Committee's legal chair.
- 8.2.2. Consultation and advice from SAGA's designated legal service providers.
- 8.2.3. Legal representation by SAGA's legal service providers, encompassing:
 - 8.2.3.1. Issuing letters of demand on a member's behalf.
 - 8.2.3.2. Acting on a member's behalf in legal matters.
 - 8.2.3.3. Issuing summons in necessary litigation.
 - 8.2.3.4. Representing members in Magistrate's Court regarding civil matters arising from their professional acting careers.

8.3. Limitations and Exclusions

To ensure the most effective utilisation of resources, SAGA legal services do not extend to:

- 8.3.1. Matters unrelated to a member's professional acting career.
- 8.3.2. Matters predating a member's full membership or arising during a period of non-good-standing membership. In such cases, SAGA may offer limited services at its discretion.
- 8.3.3. Criminal matters of any kind.
- 8.3.4. Matters requiring representation in the High Court or Constitutional Court.
- 8.3.5. Matters requiring the retention of an advocate.
- 8.3.6. Matters arising outside of South Africa or requiring representation in courts outside of South Africa.

8.4. SAGA's Discretion

On a case-to-case basis and without fear or favour, SAGA reserves the right to:

- 8.4.1. Assess all member-presented legal issues and determine the appropriate course of action. The extent of provided legal services remains entirely at the discretion of the SAGA legal team.
- 8.4.2. Decline legal services in situations deemed unsuitable for legal intervention by the SAGA legal team.
- 8.4.3. Terminate legal services to a member if circumstances warrant such action, as determined by the SAGA legal team.

8.4.4. Limit legal services offered to a member if the associated costs become excessive or prohibitive.

8.4.5. Limit legal services to jurisdictions where SAGA's legal service providers are duly authorised to practice.

8.5. Futureproofing

This section is subject to future amendments as may be necessary to address evolving legal frameworks and the changing needs of the professional acting community, provided such amendments are made in accordance with SAGA's constitutional procedures as set out in section 20.

9. DISCIPLINE

A member may be suspended, fined or expelled as may be determined by the Executive Committee if:

- 9.1. he/she fails within 30 (thirty) days of demand, in writing, by the Secretary to pay membership fees, fines or levies which are more than 3 (three) months in arrear;
- 9.2. he/she infringes any of the terms of this Constitution or acts in a manner which is detrimental to the interests of SAGA; provided that there shall be a right of appeal against suspension, the imposition of a fine or expulsion to the first ensuing General Meeting. Notice of any such appeal shall be given to the Secretary in writing within 7 (seven) days of the date on which the decision of the Executive Committee was communicated to the person concerned.
- 9.3. No member may be suspended, fined or expelled unless he/she has been afforded an opportunity to state his/her case personally at a meeting of the Executive Committee, of which he/she has received not less than 7 (seven) days' notice in writing from the Secretary. The matter with which the member is charged shall be set out in such notice.
- 9.4. A member who has appeared before the Executive Committee in accordance with clause 9.3 shall, if he/she is dissatisfied with the decision of the Executive Committee and has lodged an appeal in the manner herein provided, have the right to restate his/her case personally to the General Meeting which shall consider the matter.
- 9.5. A member shall be entitled to call witnesses in support of his/her case when attending a meeting of the Executive Committee or a General Meeting in terms of clause 9.2 or 9.3, as the case may be.
- 9.6. Any decision taken by the Executive Committee in terms of this clause shall, when an appeal has been lodged, be subject to ratification or otherwise by a General Meeting.
- 9.7. Upon the expulsion of a member, all moneys due to SAGA by such member shall become payable. If payment thereof is not made within 30 (thirty) days of demand, the Executive Committee may take such steps as it deems necessary to secure a settlement.
- 9.8. A member shall cease to be entitled to any benefits of membership, including the right to vote:
 - 9.8.1. If the membership fees or other charges due by him/her to SAGA are more than 3 (three) months in arrear;
 - 9.8.2. During any period while he/she is under suspension in terms of this Constitution.

10. TERMINATION OF MEMBERSHIP

- 10.1. Membership of SAGA will terminate on the death of the member.
- 10.2. A member may resign by giving 1 (one) month's notice in writing to the Secretary.
- 10.3. A member whose membership fees are more than 3 (three) months in arrear shall automatically cease to be a member of SAGA. Such a person shall, however, be liable for all monies due to SAGA as at the date on which he/she ceases to be a member of SAGA.
- 10.4. Membership may be terminated by the Executive Committee in terms of section 9 of this Constitution.
- 10.5. A member who ceases to be a member of SAGA, for whatever reason, is no longer entitled to participate in the affairs of SAGA or to receive the normal services or benefits of SAGA membership, from the date of termination of his membership, not retrospectively.

11. MEMBERSHIP FEES

- 11.1. Membership fees in the case of SAGA FULL Membership and SAGA ASSOCIATE Membership are remitted monthly by debit order in favour of SAGA or such other person or bank account as may be authorised by the Executive Committee. Membership is activated on receipt of the first monthly instalment.
- 11.2. Representation can be made for an annual up-front payment of membership fees, which, upon approval, shall be payable on or before 1 March of each year. The fee shall be paid to the Secretary, or such other person or bank account as may be authorised by the Executive Committee.
- 11.3. The membership fees shall be determined and reviewed annually by the Annual General Meeting.
- 11.4. A member may make a written application to the Executive Committee for an extension of time for the payment of his/her fees. The decision of the Executive Committee on the matter shall be final.
- 11.5. In addition to membership fees, all members shall pay such fines and levies as may be imposed by the Executive Committee from time to time.

12. TEMPORARY MEMBERSHIP RELIEF FOR FINANCIAL HARDSHIP

The Covid-19 global pandemic highlighted the economic vulnerability of actors, prompting the introduction of a constitutional provision for relief under exceptional circumstances.

- 12.1. A member in good standing for a minimum of five (5) years who encounters exceptional financial hardship may apply for temporary relief from membership dues and obligations for a period of up to six (6) months.
- 12.2. A written request outlining the financial hardship must be submitted to the Executive Committee for review. The process will be afforded strict confidentiality with due respect to the member's privacy. Supporting documentation may be requested.
- 12.3. The Executive Committee has the sole discretion to grant or deny the request for temporary relief based on the merits of the individual case and will communicate its decision to the member within thirty (30) days of receiving the application.
- 12.4. The temporary relief period shall be for a maximum of six (6) months. In exceptional circumstances, and upon written request with justification, the Executive Committee may grant a single renewal period of up to three (3) months.
- 12.5. To ensure uninterrupted coverage under the group funeral policy SAGA will advance payments for the member's contributions to the scheme.
- 12.6. While voting rights and eligibility to hold office are temporarily suspended during the relief period, all other membership benefits, including legal support and negotiated discounts, remain available. SAGA encourages continued engagement through attendance at meetings and participation in activities.
- 12.7. The member will be reinstated to full membership privileges upon full payment or establishment of an instalment plan for outstanding dues accumulated during the relief period.

13. MEETINGS

13.1. GENERAL AND SPECIAL MEETINGS

- 13.1.1. The supreme governing body of SAGA shall be the Annual General Meeting, which shall consist of the Executive Committee and at least 25% (twenty five percent) of SAGA members entitled to vote.
- 13.1.2. The Annual General Meeting shall be convened every calendar year, provided that the Executive Committee may decide to convene the Annual General Meeting for a particular year within a six- month period after that year. Notice of the convocation shall be communicated by the Secretary to the members at least 2 (two) months before it is held.
- 13.1.3. Agenda items from members shall be sent to the Secretary and shall reach his/her office not later than 4 (four) weeks prior to a General Meeting. Copies of the members' agenda items

and the General Meeting Agenda shall be distributed to all members by the Secretary not less than 14 days prior to the General Meeting.

- 13.1.4. The business of the Annual General Meeting shall primarily be:
 - a) the nomination and election by ballot of members of the Executive Committee;
 - b) the consideration of reports from the Chairperson, Secretary, Treasurer and other special reports;
 - c) the discussion of matters as per the agenda; and the consideration of appeals.
- 13.1.5. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, a quorum at any general meeting shall be at least 25% (twenty five percent) of its paid-up members entitled to vote and who are represented by proxy or present in person at the commencement and throughout the meeting.
- 13.1.6. If within half-an-hour after the time appointed for the meeting a quorum is not present, provided that all members were informed of the Annual General Meeting through notification in the SAGA newsletter or other direct communication sent to their postal address or e-mail address as registered on the SAGA database, the members in attendance together with those represented by proxy shall be a quorum.
- 13.1.7. Where a meeting has been adjourned for whatever reason SAGA shall, upon a date not later than 3 (three) days after the adjournment, publish on its website a notice stating:
 - a) the date, time and place to which the meeting has been adjourned;
 - b) the matter before the meeting when it was adjourned; and
 - c) the ground for the adjournment.
- 13.1.8. The Chairperson of the meeting may, with the consent of the majority of members present at any meeting (and shall if so directed by the meeting) adjourn the meeting, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned, the provisions of articles 13.1.5 and 13.1.1 shall *mutatis mutandis* apply to such adjournment.
- 13.1.9. The Chairperson or, in his/her absence, the vice-Chairperson or, in the latter's absence, a person appointed by the Executive Committee, shall preside over the proceedings of the General Meeting. Resolutions of the General Meeting shall be adopted by majority vote. Voting on a resolution shall be by show of hands unless the General Meeting decides otherwise. The Chairperson or other presiding person shall have a casting vote only.
- 13.1.10. Candidates for the positions on the Executive Committee shall be nominated and seconded by members with voting rights at the Annual General Meeting. Should there be only one candidate for a position, that candidate shall be regarded as having been duly elected to that position.
- 13.1.11. In accordance with 13.4.3 provision may be made for the casting of ballots through a system of secure electronic voting provided that such ballot is concluded prior to the commencement of the Annual General Meeting.
- 13.1.12. In any ballot conducted in connection with any election, the candidates, up to the required number, receiving the highest number of votes, shall be declared elected.
- 13.1.13. Every member who is represented either in person or by proxy at a general meeting shall be entitled to 1 vote.
- 13.1.14. "Student Members", "Associate Members" and "Honorary Members" shall not have a vote at a general meeting.
- 13.1.15. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before the declaration of the result of the show of hands) demanded by:
 - a) the Chairperson of the meeting; or

- b) by at least 5 (five) members present in person or by proxy having the right to vote at meeting; or
 - c) by any member or members present in person or by proxy having the right to vote at the meeting and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.
- 13.1.16. Any demand for a poll may be withdrawn.
- 13.1.17. The poll shall be taken in such a manner as the Chairperson of the meeting directs and the results of the poll shall be deemed to be the result of the meeting.
- 13.1.18. Where a poll is not demanded a declaration by the chairperson of the meeting that a resolution has been passed as well as a making of an entry to that effect in the book containing the minutes of the proceedings of general meetings, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, that the resolution was so passed.
- 13.1.19. In the case of an equality of votes, the Chairperson of the meeting shall not have a second or casting vote and the resolution shall be deemed not to have been passed.
- 13.1.20. A Special General Meeting shall be convened by the Chairperson whenever the Executive Committee requisitions one, or whenever at least 30% (thirty percent) of the members request so in writing.
- 13.1.21. The requisition by members for a Special General Meeting shall be sent to the Secretary and shall be accompanied by a statement setting out the reasons for such requisition. The Secretary shall convey the requisition to the Chairperson as soon as possible.
- 13.1.22. Should reasons of urgency be given in the notice, the Chairperson may authorise the calling of a Special General Meeting at short notice, being not less than 7 (seven) days. Members shall be notified by the Secretary of the convocation and agenda of a Special General Meeting as soon as possible and by the best practical means.

13.2. EXECUTIVE COMMITTEE MEETINGS

- 13.2.1. The Executive Committee shall ordinarily meet at least every 3 (three) months on a date to be fixed by the Chairperson. Special meetings of the Executive Committee shall be called by the Chairperson whenever he/she deems it advisable or upon a requisition signed by not less than 30% (thirty percent) of the members of the Executive Committee, in which event the meeting shall be called within 30 (thirty) days of receipt of the requisition by the Chairperson.
- 13.2.2. Members of the Executive Committee shall be notified in writing of the time and place of meetings by the Secretary at least 7 (seven) days before the dates of such meetings: Provided that shorter notice, being not less than 24 (twenty-four) hours, may in the discretion of the Chairperson be given in respect of Special Meetings.
- 13.2.3. To every notice of meeting an agenda shall be attached. Unless otherwise provided herein, all matters for consideration by the Executive Committee shall be decided on motion duly seconded and voted upon show of hands.
- 13.2.4. The quorum for the meetings of the Executive Committee shall be 50% (fifty percent) of members. If within 60 (sixty) minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned to the same day in the week following (and if that day is a public holiday, then to the next succeeding working day) at the same time and place. At such adjourned meeting the members present shall form a quorum. Written notice of such adjourned meeting shall be given to members who were absent from the first meeting.
- 13.2.5. The Chairperson shall act as the chairperson of the Executive Committee. If the Chairperson is absent from a meeting, the members of the Executive Committee who are present at said meeting shall nominate one of their number to chair the meeting. This shall be done before the meeting commences.
- 13.2.6. If between the meetings of the Executive Committee any question arises which is of extreme urgency and can be answered by a plain "yes" or "no", the Chairperson may authorise a vote of the members of the Committee to be taken by post/fax/e-mail.

13.2.7. No motion shall be considered unless seconded. All matters forming the subject of motions shall be voted upon by show of hands (unless otherwise decided) and shall be decided by the votes of the majority of those present.

13.2.8. Executive Committee resolutions shall be approved by the majority vote of Executive Committee members present and voting. Each Executive Committee member shall be entitled to speak at any meeting of the Executive Committee and shall have one vote.

13.3. MINUTES

13.3.1. The Secretary of SAGA or a person appointed by him/her shall keep minutes of all meetings of the Executive Committee and General Meetings.

13.4. VOTING

13.4.1. For an ordinary resolution to be approved at the AGM or at an Executive Meeting, it must be supported by more than 50% (fifty percent) of the voting rights exercised on the resolution.

13.4.2. For a special resolution to be approved at the AGM or at an Executive Meeting, it must be supported by at least 75% (seventy five percent) of the voting rights exercised on the resolution.

13.4.3. An ordinary resolution assented to by all members of SAGA entitled to attend and vote at a general meeting in writing, or by electronic voting shall be as valid and effective as if it had been passed at a general meeting properly held on the date on which the last signature is affixed.

13.4.4. Such resolution may consist of several documents in the same form, each of which is signed in terms of this article, by one or more members and shall be deemed (unless a statement to the contrary is made on that resolution) to have been passed on the date on which it was signed by the last member doing so.

13.5. PROXIES

13.5.1. Proxies, which may only be valid for a specific meeting (Special General, Annual General or Executive Committee), must:

13.5.2. be in writing on a SAGA standard proxy form;

13.5.3. be signed by the Grantor;

13.5.4. stipulate whether the Grantor has instructed the Proxy to vote in a particular manner or in his/her discretion;

13.5.5. be granted only to another member of SAGA who is in good standing; and

13.5.6. be registered with the Secretary of SAGA not less than 24 hours before the meeting concerned is scheduled to commence.

14. EXECUTIVE COMMITTEE

14.1. The management of the affairs of SAGA shall be vested in an Executive Committee consisting of a Chairperson, Vice-Chairperson, Secretary, Vice-Secretary, Treasurer, Legal Chairperson and Legal Vice-Chairperson, all who shall be elected by ballot of members of SAGA at the Annual General Meeting and who shall hold office for 2 (two) years and thereafter until the next election. They shall be eligible for re-election on termination of their period of office.

14.2. The Executive Committee may delegate any of its powers to committees consisting of such persons as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Executive Committee and shall regularly report back to the Executive Committee on its activities.

14.3. Vacancies occurring on the Executive Committee shall be filled by a ballot of the members of SAGA. A member appointed to fill a vacancy shall hold office for the unexpired portion of the period of office of his/her predecessor.

14.4. Nominations for the Executive Committee shall be lodged in writing by members with the Secretary at least 1 (one) month prior to the Annual General Meeting. Where a vacancy occurs on the Executive

Committee the members shall be notified in writing/e-mail of such vacancy by the Secretary within 2 (two) weeks of the date on which the vacancy occurred. The nomination of members to fill such a vacancy shall be lodged in writing with the Secretary within 1 (one) month of the date of notification and a ballot by post/fax/email shall be taken within 2 (two) months of the date of notification. A member elected to fill a vacancy shall hold office for the unexpired portion of the period of office of his/her predecessor.

14.5.A member of the Executive Committee shall vacate his/her seat in any of one of the following circumstances:

- 14.5.1. On resignation, suspension or expulsion from membership of SAGA;
- 14.5.2. On absenting himself/herself without the permission of the Executive Committee, from three consecutive meetings of the Committee;
- 14.5.3. On resignation as a member of the Executive Committee by giving 1 (one) month written notice to the Secretary.
- 14.5.4. If he/she ceases to be eligible to work in the Republic of South Africa in accordance with the definition in clause 2

14.6. The Executive Committee shall, subject to the provisions of this constitution, have the power to:

- 14.6.1. recommend SAGA participation in the establishment of a bargaining or statutory council and, subject to the constitution of any bargaining or statutory council, to determine SAGA'S representation thereon;
- 14.6.2. engage and dismiss, except where otherwise provided in this Constitution, any employees of SAGA, to fix their remuneration and to define their duties;
- 14.6.3. appoint, from time to time, such sub-committees as it may deem fit for the purpose of investigating and reporting on any matter referred to them by the General Meeting;
- 14.6.4. review decisions of sub-committees, and to confirm, alter or reverse such decisions;
- 14.6.5. institute legal proceedings on behalf of or defend proceedings against SAGA;
- 14.6.6. acquire, either by purchase, lease or otherwise, any movable or immovable property on behalf of SAGA, and to sell, let, mortgage, or otherwise deal with or dispose of any movable or immovable property belonging to SAGA. Provided that no immovable property shall be acquired or sold, nor shall it be mortgaged, let or leased, unless at least 8 (eight) weeks written notice of the intention to do so has been given to each member of SAGA by the Secretary. If during this period not less than 50% (fifty percent) of the members demands that a ballot be taken on the proposed action, such ballot shall be taken;
- 14.6.7. institute legal proceedings on behalf of or to provide legal assistance to members on matters affecting their contractual agreements with film/television/theatre/radio producers and to institute legal proceedings against individual members;
- 14.6.8. open and operate on a banking account in the name of SAGA;
- 14.6.9. appoint members to act as representatives of SAGA in a specific region or on a specific production so as to investigate and report back to the Executive Committee on concerns raised by members in that sector; or to merely act as a representative of SAGA in that location to whom members can turn for guidance or as conduit to the Executive Committee;
- 14.6.10. to make and enforce by-laws relating to procedural, administrative and disciplinary matters which are not inconsistent with the provisions of this Constitution, or any other law;
- 14.6.11. decide all matters of procedure on which this Constitution is silent; do such other lawful things as, in the opinion if the Executive Committee, appear to be in the interests of SAGA or its members and which are not inconsistent with the objects set out in clause 3 or any matter specifically provided for in this Constitution; and
- 14.6.12. consider appeals.

15. GENERAL DUTIES OF OFFICE-BEARERS AND SAGA REPRESENTATIVES

The duties of the office-bearers, officials and SAGA Representatives, in general shall be:

15.1. CHAIRPERSON

The Chairperson shall:

- 15.1.1. at all meetings at which he/she is present, enforce observance of the Constitution of SAGA;
- 15.1.2. sign minutes of meetings after confirmation;
- 15.1.3. endorse all accounts for payment after approval by the Executive Committee;
- 15.1.4. sign all documents related to the banking account of SAGA;
- 15.1.5. generally, exercise supervision over the affairs of SAGA and perform such other duties as by usage and custom pertain to the office.
- 15.1.6. He/she shall not have a deliberative vote, but shall, in the event of an equality of votes, have a casting vote.

15.2. VICE-CHAIRPERSON

The vice-Chairperson shall:

- 15.2.1. exercise the powers and perform the duties of the Chairperson in the absence of the latter.
- 15.2.2. The provisions of clause 15.1 shall *mutatis mutandis* apply to the vice-Chairperson.

15.3. ACTING CHAIRPERSON

In the event of both the Chairperson and the vice-Chairperson being unable, either temporarily or permanently to perform their duties, the Executive Committee shall appoint a any member of SAGA to act as Chairperson, who shall hold office until the Chairperson or vice-Chairperson is able to assume his/her duties or, in the event of the Chairperson and vice-Chairperson being permanently unable to perform their duties, until a new Chairperson has been elected at the Annual General Meeting.

15.4. SECRETARY

The Secretary shall:

- 15.4.1. receive requisitions for Executive Committee and General meetings;
- 15.4.2. issue notices of meetings;
- 15.4.3. conduct all correspondence of SAGA;
- 15.4.4. keep originals of letters received and copies of those dispatched, and at each General Meeting or Executive Committee meeting lay on the table correspondence which has taken place since the previous meeting;
- 15.4.5. attend all Executive Committee meetings and record minutes of the proceedings and perform such other duties as are imposed by this Constitution or as the General Meeting and Executive Committee may direct.
- 15.4.6. He/she shall attend all meetings of the Executive Committee and shall, being a member of SAGA, have voting power at such meetings.

15.5. VICE SECRETARY

The Vice Secretary shall:

- 15.5.1. assist the Secretary in the execution of his/her duties.
- 15.5.2. Should the Secretary temporarily be unable to perform his/her duties, the assistant Secretary may act as Secretary until such time he/she is able to resume his/her duties.
- 15.5.3. The provisions of clause 15.4 shall *mutatis mutandis* apply to the assistant Secretary.

15.6. TREASURER

The Treasurer shall:

- 15.6.1. Keep books of account in accordance with general accepted practice;
- 15.6.2. Bank all monies received on behalf of SAGA within 3 (three) working days of receipt thereof in a bank account in the name of SAGA;
- 15.6.3. Submit audited statements of the financial position of SAGA at each Annual General Meeting and whenever requested by the Executive Committee.
- 15.6.4. Provide guidance to the Executive Committee on best financial position in order to maintain the financial viability of SAGA.

15.7. LEGAL CHAIRPERSON

The Legal Chairperson shall:

- 15.7.1. Represent SAGA in any negotiations with third parties.
- 15.7.2. Draft all legal documents and/or agreements relating to SAGA and its members.
- 15.7.3. Represent its members in terms of clauses 3.7 and 3.8.

15.8. LEGAL VICE CHAIRPERSON

The Legal Vice Chairperson shall:

- 15.8.1. assist the Legal Chairperson in the execution of his/her duties.
- 15.8.2. Should the Legal Chairperson temporarily be unable to perform his/her duties, the Legal Vice Chairperson may act as Legal Chairperson until such time he/she is able to resume his/her duties.
- 15.8.3. The provisions of clause 15.7 shall *mutatis mutandis* apply to the Legal Vice Chairperson.

16. REMOVAL OF OFFICE-BEARERS, OFFICIALS AND REPRESENTAIVES OF SAGA

- 16.1. An office-bearer, official or SAGA representative may be removed from office if he/she infringes any of the provisions of this Constitution or if he/she acts in a manner which is detrimental to the interests of SAGA.
- 16.2. No office-bearer, official or SAGA representative may be removed from office unless he/she has been afforded an opportunity to state his/her case personally at a meeting of the Executive Committee.
- 16.3. An office-bearer, official or SAGA representative who has appeared before the Executive Committee and who is dissatisfied with the decision of the body concerned, shall have the right to appeal to the next Annual General Meeting.
- 16.4. The appeal shall be noted in the agenda of the Annual General Meeting and the Annual General Meeting may reverse the decision of the Executive Committee and the decision of the Annual General Meeting shall be final.

17. FINANCE: GENERAL

- 17.1. The funds of SAGA shall be applied to the payment of expenses, to the acquisition of property, towards the attainment of the objects specified in clause 3 and for such other lawful purposes as may be decided upon by the General Meeting or the Executive Committee or by the members voting by ballot for the attainment of the said objects.

- 17.2. SAGA's financial transactions shall be conducted by means of a banking account.
- 17.3. The funds received by SAGA shall be deposited to its credit within 3 (three) working days of receipt, into a bank account in the name of SAGA.
- 17.4. SAGA shall maintain a current banking account with the Treasurer and Chairperson as signatories, either of whom may authorise payments. Discretionary expenditures and payments for exceptional items shall require prior approval of the Executive Committee, except when the amount in question is less than R100.00 (one hundred rand), when payment may be made from petty cash.
- 17.5. Statements of income and expenditure reflecting the financial position of SAGA shall be prepared quarterly by the Treasurer and submitted to the Executive Committee. The Treasurer shall also be responsible for furnishing the Annual General Meeting with SAGA's latest financial statements.
- 17.6. A member who resigns or is expelled from membership shall have no claim on the funds of SAGA.
- 17.7. The Executive Committee shall, subject to the prior confirmation by the Annual General Meeting, have the power to invest surplus SAGA moneys in such a manner that SAGA stands to benefit from the investments.
- 17.8. SAGA's financial year shall end on the last day of February each year and all accounts of SAGA shall be audited annually by a registered auditor and accountant appointed by the Executive Committee.
- 17.9. Such audited statements shall be approved by the Executive Committee each year and copies of the audited statements will be made available for inspection by members on request.
- 17.10. SAGA's accounting records and reports must be ready and handed to the Director of Nonprofit Organisations within six months after every financial year-end.
- 17.11. If SAGA has funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984. Alternatively, SAGA can get securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985. SAGA can go to different banks to seek advice on the best way to look after its funds.

18. REPRESENTATION WITHIN A COLLECTIVE BARGAINING STRUCTURE

- 18.1. The Executive Committee may at any time recommend that SAGA shall become a party to a collective bargaining structure for the entertainment industry as established by a sectoral determination published by the Minister of Employment and Labour or any empowering provision introduced by amendment of the Labour Relations Act, 1995.
- 18.2. Representatives and their alternates shall be appointed by the Executive Committee.
- 18.3. Representatives or their alternates on a collective bargaining structure may be removed by the Annual General Meeting or may resign on giving 1 (one) month's notice to the Executive Committee or such notice as prescribed in the Constitution of the bargaining structure concerned.
- 18.4. In the event of the resignation or death of a representative or an alternate or his/her removal by the Annual General Meeting, the vacancy shall be filled by a member appointed by the Executive Committee.
- 18.5. The representatives or their alternates shall not have power to enter into agreements on behalf of SAGA unless prior ratification has been obtained by the Executive Committee.

19. BALLOTS

- 19.1. In addition to those cases in respect of which the taking of a ballot of members is compulsory in terms of this Constitution, a ballot on any question shall be taken if the Executive Committee so decides or if demanded in writing by not less than 30% (thirty percent) of the members of SAGA.
- 19.2. Unless otherwise prescribed, ballots shall be conducted in the following manner:
- 19.2.1. Notice of a ballot shall be given to each member in writing by the Secretary at least 3 (three) days before the ballot is to be taken: Provided that a ballot may be taken without notice at any General Meeting on the decision of a majority of the members present.

19.2.2. Ballot papers shall be supplied by the Secretary. The issue to be voted upon shall be set forth clearly on the ballot papers and such papers shall not contain any information by means of which it will be possible to identify the voter.

19.3. The Executive Committee may decide that a postal ballot by members shall be taken, in which event the Secretary shall send by registered post/e-mail/fax to each member a ballot paper, stating the return date. On return of such ballots, the Secretary shall place such ballots in a sealed box. Two scrutinisers appointed by the Executive Committee shall open the box and count the ballots in the presence of the Secretary, who shall immediately advise the Executive Committee of the result thereof.

20. CHANGING OF CONSTITUTION

20.1. The constitution can be changed by a resolution. The resolution has to be agreed upon and passed by not less than two thirds of the members who are at the annual general meeting or special general meeting. Members must vote at this meeting to change the constitution.

20.2. Any annual general meeting may vote upon such a notion, providing the details of the changes are set out in the notice referred to in 20.3 below.

20.3. A written notice must go out not less than fourteen (14) days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.

20.4. No amendments may be made which would have the effect of making SAGA cease to exist.

21. WINDING UP

21.1. SAGA shall be wound up if at a ballot conducted in the manner prescribed in the Constitution, not less than 60% (sixty percent) of the total number of members of SAGA present and voting at a meeting convened for that purpose, vote in favour of a resolution that the organisation be wound up.

21.2. If a resolution for the winding up of SAGA has been passed or if for any reason SAGA is unable to continue to function, the following provisions shall apply:

21.2.1. The last appointed Chairperson of SAGA or, if he/she is not available, the available members of the last-appointed Executive Committee of SAGA, shall forthwith transmit a statement signed by him/her or them, setting forth the resolution adopted or the reasons for SAGA's inability to continue to function, as the case may be, and the available members of the Executive Committee of SAGA shall appoint a liquidator to carry out the winding up. The liquidator shall not be a member of SAGA and shall be paid such fees as may be agreed upon between him/her and the said members of the last-appointed Executive Committee of SAGA. Should the parties fail to agree upon the fees to be paid, the matter shall be submitted for decision in terms of an appropriate Alternative Dispute Resolution (ADR) procedure.

21.2.2. The liquidator so appointed shall call upon the last-appointed office-bearers of SAGA to deliver to him/her SAGA's books of accounts showing the assets and liabilities together with the register of members showing, for the 12 (twelve) months prior to the date on which the resolution for winding-up was passed or to the date as from which SAGA was unable to continue to function, as the case may be, (hereinafter referred to as the date of dissolution), the membership fees paid by each member and his/her address as at the said date. The liquidator shall also call upon the said office-bearers of SAGA to hand over to him all unexpended funds of the Guild and to deliver to him SAGA's assets and the documents necessary in order to liquidate the assets. The liquidator shall also call upon the said office-bearers to hand over to him/her all unexpended funds of SAGA and to deliver to him/her SAGA's assets and the documents necessary to liquidate the assets.

21.2.3. The liquidator shall take the necessary steps to liquidate the debts of SAGA from its unexpended funds and any other moneys realised from any disposal of the assets of SAGA. If the said funds and moneys are insufficient to pay all creditors after the liquidator's fees and the expenses of winding-up have been met, the order in which creditors shall be paid, shall be the same as that prescribed in any law for the time being in force relating to the distribution of the assets of an insolvent estate and the liquidator's fees and the expenses of winding-up shall rank in order as though he/she were a liquidator of an insolvent estate and as though the expenses were the costs of sequestration of an insolvent estate.

21.2.4. After the payment of all debts in accordance with clause 21.2.3, if there is property or money left over it should not be paid or given to members of SAGA. It shall be given or transferred by

the liquidator to another non-profit organisation that operates in the industry with similar objects to SAGA as may be determined by not less than 60% of the Members of SAGA in good financial standing as at the date of dissolution.

21.2.5. The liability of members shall for the purpose of this clause be limited to the amount of membership fees due by them to SAGA in terms of this Constitution as at the date of dissolution.

22. INDEMNIFICATION OF OFFICIALS, OFFICE BEARERS AND COMMITTEE MEMBERS

The officials, office bearers and committee members of SAGA shall be indemnified against all proceedings, costs and expenses due to any omission or other act done while performing their duties on behalf of SAGA and shall not be liable for any liabilities of SAGA, provided that they have not acted in a manner which would constitute misconduct.

DULY ADOPTED BY THE ANNUAL GENERAL MEETING HELD ON:

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CHAIRPERSON: SAGA

SECRETARY: SAGA

Date: _____

Date: _____