



KWAZULU-NATAL PROVINCE
KWAZULU-NATAL PROVINSIE
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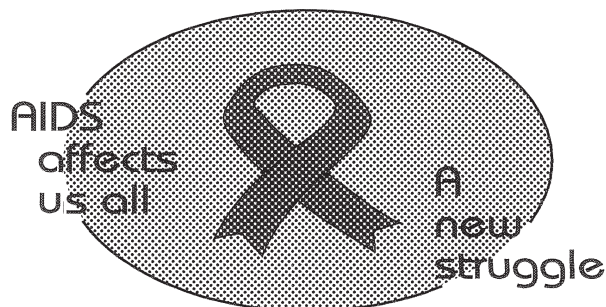
PIETERMARITZBURG

27 JULY 2023
27 JULIE 2023

No: 2575

PART 1 OF 2

We all have the power to prevent AIDS



**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

Prevention is the cure

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ADVERTISEMENT NOTICE 2 OF 2023



**NOTICE OF APPLICATION FOR ENVIRONMENTAL AUTHORISATION ISAZISO NGESICELO
SOKUGUNYAZWA KWENDAWO**

Notice is hereby given that in terms of the EIA Regulations, 2014 (as amended) (in terms of Chapter 6 of the National Environmental Management Act, 107 of 1998 as amended) that three (3) Applications for Environmental Authorisation subject to a Basic Assessment process will be submitted to the National Department of Forestry, Fisheries and the Environment (DFFE). *Ngakho-ke isaziso siyanikezwa ukuthi ngokweMithetho ye-EIA, 2014 (njengoba ichtshiyelwe) (ngokweSahluko 6 soMthetho Wokuphathwa Kwemvelo Kazwelonke, 107 ka-1998 njengoba uchtshiyelwe) ukuthi izicelo ezintathu (3) zokugunyazwa kwezeMvelo zingaphansi koHlelo Oluyisisekelo inqubo izohanjiswa Emnyangweni Kazwelonke WezamaHlathi, Izinhlanzi Nezemvelo (DFFE).*

Description of Activity: Transnet Pipelines, a division of Transnet SOC Limited, proposes the construction of six (6) gabion structures along sections of the existing Transnet Gas Pipeline, Crude Oil Pipeline (COP) and the Multi-products Pipeline (MPP) located within Kwa-Zulu Natal. The proposed structures will be constructed within and adjacent to watercourses. The aim of the proposed activity is to ensure the protection and prevent exposure of the existing pipelines at these locations. *Incazelo Yomsebenzi: Amapayipi akwaTransnet, ingxenye ye-Transnet SOC Limited, ihlongoza ukwakhiwa kwezinhlaka eziyisithupha (6) zezakhiwo zezitsha zocingo ezigcwele amatshhe, ukhonkolo ophukile, noma ezinye izinto, ezisetshenziswa ekwakhiweni kwamadamu, izindonga zokugcina, njalonjalo eduze kwezingxenye zepayipi elikhona Ipayipi Legesi lakwaTransnet, Ipayipi Likawoyela Ongahluziwe (COP) Nepayipi Lemikhiqizo Eminingi (MMP) etholakala ngaphakathi KwaZulu-Natali. Izakhiwo ezihlongozwayo zizokwakhiwa ngaphakathi futhi eduze nomfula. Inhloso yalo msebenzi ohlongozwayo ukuqinisekisa ukuvikeleka nokuvimbela ukuvezwa obala kwamapayipi akhona kulezi zindawo.*

The proposed activity requires environmental authorisation in terms of Listing Notice 1 (GNR 327) and Listing Notice 3 (GNR 324) of NEMA 2014 EIA Regulations (as amended). As such, the proposal will be undergoing a Basic Assessment process in terms of the EIA Regulations, 2014 (as amended). Three combined applications for Environmental Authorisation (EA) will be submitted to DFFE as follows: *Umsebenzi ohlongozwayo udinga ukugunyazwa kwemvelo ngokwemibandela Yesaziso Sohlu 1 (GNR 327) kanye Nohlu 3 (GNR 324) se-NEMA 2014 EIA Imithethonqubo (njengoba ichtshiyelwe). Ngakho-ke, isiphakamiso sizobe sesenziwe ohlelweni Lokuhlola Okuyisisekelo ngokweMithetho ye-EIA, 2014 (njengoba ichtshiyelwe). Izicelo ezintathu ezihlanganisiwe zokugunyazwa kwezemvelo (EA) zizothunyelwa ku-DFFE ngale ndlela elandelayo:*

Site / Isayithi Area / Indawo	Co-ordinate / Xhumanisa	Pipeline type / Uhlobo lwamapayipi	Application for EA / Isicelo se-EA
Carrington / E-Carrington	29° 52' 54.3" S 30° 57' 47.1" E	Crude Oil / U-oyela Ongahluziwe	Combined Application 1 / Uhlelo Lokusebenza Oluhlanganisiwe 1
Queensburgh / E-Queensburgh	29°52'2.19"S 30°54'29.40" E	Crude Oil / U-oyela Ongahluziwe	
Eston/ E- Eston	29° 58' 05.4" S 30° 38' 15.8" E	MPP / I-MPP	Combined Application 2 / Uhlelo Lokusebenza Oluhlanganisiwe 2
Tongaat / O-Tongaat	29° 34' 12.4" S 31° 05' 15.4" E	Gas / Igesi	Combined Application 3 / Uhlelo Lokusebenza Oluhlanganisiwe 3
Cato Manor / E-Cato Manor	29° 51' 32.7" S 30° 58' 12.5" E	Gas / Igesi	
Carrington / E-Carrington	29° 52' 34.2" S 30° 57' 47.9" E	Gas / Igesi	

Stakeholder Registration: For further information, you are invited to register as an Interested and Affected Party (I&AP) and /or make representations with respect to this project, to the contact person below. /
Ukubhaliswa Kwababambiqhaza: Ukuze uthole ulwazi olwengeziwe, uyamenywa ukuthi ubhalise njengeQembu Elinentshisekelo Nelithintekayo (I&AP) kanye/noma wenze izethulo maqondana nale phrojekthi, kumuntu ongathintwa ngezansi.

Contact / Xhumana: ECA Consulting (Leena Ackbar)

• Cell / Iselula: 074 244 7862 • Email / I-imeyili: leena@ecaconsulting.co.za • Fax / Ifeksi: 086 619 9945 •
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MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS**MUNICIPAL NOTICE 340 OF 2023****NEWCASTLE MUNICIPALITY
ASSESSMENT OF GENERAL RATES FOR THE FINANCIAL YEAR 2023/2024.****NOTICE NO. CS 26/2023**

Notice is hereby given in terms of section 14 of the Local Government Municipal Property Rates Act No. 2004, that rates are payable on rateable property within the areas of jurisdiction of the Newcastle Municipality, by a resolution passed by Council with a supporting vote of a majority of its members on 31 May 2023, for the financial year 2023/2024, have been assessed as set out hereunder.

1. In terms of the Municipal Property Rates Act, No. 6 of 2004, the general rate for the financial year is levied as follows:

(a)	Category & Impermissible Rate	Ratio to Residential Tariff	Cent amount in the Rand rate determined for the relevant property category (Decimal)
	(i) Residential property (Impermissible - R 85 000)	1:1	0.01454
	(ii) Business and commercial	1:2.5	0.03634
	(iii) Industrial property	1:2.5	0.03634
	(iv) Agricultural property	1:0.22	0.00323
	(v) Public service infrastructure		Exempt
	(vi) Mining property	1:2.5	0.03634
	(vii) Properties owned by public benefit organisations and used for Specified public benefit activities	1:0.22	0.00363
	(viii) Public Service Purposes	1:0.25	0.00363
	(ix) Vacant Land	1:3	0.04362
(b)	Properties used as places of public worship and who qualify in terms of the policy		Exempt
(c)	Properties owned by public benefit organisations and used for specified public benefit activities and who qualify in terms of the policy		Exempt
(d)	Municipal owned properties		Exempt
(e)	Rebates are applied subject to the provisions contained in the Rates Policy		Rebate granted
	(i) Pensioners		25%
	(ii) B&B Establishments		10%
	(iii) Properties effected by disaster		50%
	(iv) Properties situated outside of the Proclaimed Boundaries of the Townships		As per policy
	(v) Commercial Industrial Development with market value of at least R 50 million		As per policy
(f)	Indigent accountholders are subsidised		100%

2. **Date of Payment**

- 2.1 All rates, except as noted hereunder in 2.2, are payable in twelve equal monthly instalments on or before the fourteenth day following the statement date.
- 2.2 Any portion of rates remaining unpaid after due dates aforesaid shall be subject to interest as laid down in the Credit Control, Debt Collection and Customer Care Policy and the approved Tariff of Charges.
- 2.3 Rates will be charged against any State-owned property as an annual amount unless otherwise requested.

3. Exemptions, Reductions and Rebates

- 3.1 For all residential properties, the municipality will not levy a rate on the first R 85 000 of the property's market value. The R 85 000 is inclusive of the R 15 000 statutory impermissible rate as per section 17(1)(h) of the Municipal Property Rates Act.
- 3.2 Rates rebates are applied in respect of a category of owners of property, upon annual application and are subject to the provisions of the Rates Policy and Tariff of Charges, as approved by Council each year.
- 3.3 Owners who qualify for indigent support in terms of the Credit Control, Debt Collection and Customer Care Policy will receive a subsidy of 100% on property rates.
- 3.4 Municipal owned properties are exempt from rates.
- 3.5 Public Benefit and Non-Profit Organisations who qualify in terms of the Rates Policy are exempt from rates.

4. Website

This notice is also available on the Newcastle Municipality's website: www.newcastle.gov.za
A detailed copy of the resolution on the levying of rates on property is open for inspection at the Civic Centre (Tower Block), all Municipal Satellite Offices and Libraries for a period of thirty days from date of publication thereof.

Z W MCINEKA
MUNICIPAL MANAGER
NEWCASTLE MUNICIPALITY

NEWCASTLE MUNICIPALITY



PROPERTY RATES BY-LAWS

The Newcastle Municipality, hereby, in terms of section 6 of the Local Government: Municipal Property Rates Act, 2004, adopted the Municipality's Property Rates By-law set out hereunder.

NEWCASTLE MUNICIPALITY
MUNICIPALITY PROPERTY RATES BY-LAWS

PREAMBLE

WHEREAS section 229(1) of the Constitution requires a municipality to impose rates on property and surcharges on fees for the services provided by or on behalf of the municipality.

AND WHEREAS section 13 of the Municipal systems Act read with section 162 of the constitution require a municipality to promulgate municipal by-laws by publishing them in the gazette of the relevant province.

AND WHEREAS section 6 of the Local Government: Municipal Property Rates Act, 2004 requires a municipality to adopt by-laws to give effect to the implementation of its property rates policy; the by-laws may differentiate between the different categories of properties and different categories of owners of properties liable for the payment of rates;

NOW THEREFORE BE IT ENACTED by the Council of the Newcastle Municipality, as follows:

1. DEFINITIONS

In this by-law, any word or expression to which a meaning has been assigned in the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), shall bear the same meaning unless the context indicates otherwise.

'Municipality' means the Newcastle Municipality.

'Municipal Property Rates Act' means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004)

'Rates Policy' means the Newcastle Municipality's property rates policy adopted by the Council in terms of section 3(1) of the Local Government: Municipal Property Rates Act, 2004.

2. OBJECTS

The object of this by-law is to give effect to the implementation of the Municipality Rates Policy as contemplated in section 6 of the Municipal Property Rates Act.

3. THE RATES POLICY

The municipality prepared and adopted a Rates Policy as contemplated in terms of the provisions of section 3(1) of the Municipal Property Rates Act. The Rates Policy outlines the municipality's rating practices; therefore, it is not necessary for this By-law to restate and repeat same.

The Rates Policy is hereby incorporated by reference in this By-law. All amendments to the Rates Policy as the Council may approve from time to time, shall be deemed to be likewise incorporated.

The Municipality does not levy rates other than in terms of its Rates Policy and the annually promulgated resolution levying rates which reflects the cent amount in the Rand rate for each category of rateable property.

The Rates Policy is available at the Municipal Offices, 37 Murchison Street, Newcastle, the Madadeni, Osizweni, Ngagane and Charlestown offices and all libraries within the area of jurisdiction of the Newcastle Municipality, available also on the Municipality's website: www.newcastle.gov.za.

4. CATEGORIES OF RATEABLE PROPERTIES

The Rates Policy provides for categories of rateable properties determined in terms of section 8 of the Act.

5. CATEGORIES OF PROPERTIES AND CATEGORIES OF OWNERS OF PROPERTIES

The Rates Policy provides for categories of properties and categories of owners of properties for the purposes of granting relief measures (exemptions, reductions, and rebates) in terms of section 15 of the Act.

6. ENFORCEMENT OF THE RATES POLICY

The Municipality's Rates Policy is enforced through the municipality's Credit Control and Debt Collection Policy and any further enforcement mechanisms stipulated in the Act and the Municipality's Rates Policy.

7. SHORT TITLE AND COMMENCEMENT

This By-law is called the Newcastle Municipal Property Rates By-law and takes effect on the date on which it is published in the *Provincial Gazette*



NEWCASTLE MUNICIPALITY

CREDIT CONTROL AND DEBT COLLECTION POLICY AND BY-LAW

CREDIT CONTROL AND DEBT COLLECTION POLICY AND BY-LAW

The Newcastle municipality hereby publishes the Credit Control and Debt Collection By-Laws set out below. They have been promulgated by the municipality in terms of section 156(2) of the Constitution of the Republic of South Africa, 1996 and in accordance with section 13(a) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

CREDIT CONTROL AND DEBT COLLECTION BY-LAW

LOCAL, GOVERNMENT: MUNICIPAL FINANCE MANGEMENT ACT, 2003

Council resolves, in terms of section 111 of the local government municipal finance management Act (No.56 of 2003), to adopt the under- mentioned revised policy as the credit control and debt collection policy of the municipality.

1. INTRODUCTION

This policy is established in terms of chapter 9 of the municipal systems act. (No.32 of 2000) and section 62(f) (iii) of the municipal finance management act (56 of 2003) which requires that a municipality establish and maintain a credit control and debt control policy.

2. Scope of the policy

- a. This policy applies to all boundaries within the defined boundaries of the Newcastle Municipality and all persons of these administrations
- b. This policy as approved by council shall be passed into a Municipal bylaw in terms of the local Government: municipal systems Act No 32 of 2000 and such policy will be binding on the public, officials and councilors of the Municipality of Newcastle and no interference in the process will be permitted.
- c. The policy is applicable until such time as it is reviewed and councils approve the revisions. All acts performed in terms of the above approved policy, until such time as the policy is passed into a municipal bylaw, will not be invalidated due to the timing differences between approval and promulgation.
- d. All acts performed as mentioned in the previous paragraph will be ratified with the promulgation of the related municipal bylaw.

3. OBJECTIVES OF THE POLICY

The objectives of this policy are to:

- 3.1 Define a framework within which the municipality can develop an effective procedure to bill and collect its revenues;
- 3.2 Ensure that all monies due and payable to the municipality are collected in full and used to deliver municipal services in the best interest of the community, residents and ratepayers and in a financially sustainable manner as prescribed by the municipal systems Act, 2000(Act No,32 of 2000), and other applicable legislation;
- 3.3 enable the implementation of this policy throughout Newcastle local municipality

- 3.4 effectively and efficiently deal with defaulters in accordance with the terms and conditions of this policy;
- 3.5 promote a culture of payment and instil a sense of responsibility towards the payment of municipal accounts and reduction of municipal debt;
- 3.6 ensure compliance with the National Credit Act.

4. PRINCIPLES

- a. The administrative integrity of the municipality must be maintained at all times
- b. All customers must complete an official application form, formally requesting municipal services. Existing customers may be required to complete new application forms from time to time, as determined by the municipal manager.
- c. A copy of the application form, including conditions of services, must be handed to every new customer on date of application for services. All customers must be informed of the contents of the council's credit control and debt collection policy and bylaws a copy made available to any customer on request.
- d. Billing is to be accurate, timeous and understandable
- e. The customer is entitled to reasonable access to pay points and to a variety of reliable payment methods.
- f. The customer is entitled to an efficient, effective and reasonable response to appeals, and should suffer no disadvantage during the processing of a reasonable appeal.
- g. Enforcement of payment must be prompt, consistent and effective.
- h. Unauthorised consumption, connection and reconnection, the tampering with or theft of meters, service supply equipment and the reticulation network and any fraudulent activity in connection with the provision of municipal services will lead to disconnections, penalties, loss or rights and criminal prosecutions.
- i. Incentives and disincentives may be used in collection procedures.
- j. There must be legal cause between the municipality and its customer, and customer debt must arise out of a legal framework and must be legally collectable.
- k. Debtors may be referred to third party debt collection agencies and may be placed on the National Credit Bureau.
- l. The municipal manager shall on a regular basis report to the executive on the progress made in implementing the policy.
- m. The municipality shall not conduct any business activity with or provide any services to any persons with arrear municipal accounts except as provided for in policy and as determined by the municipality from time to time, nor will any refunds of credits be made to any debtor who is in arrears with their municipal account.

5. DEFINITIONS

In this policy word or expression to which a meaning has been assigned in the Local Government: Municipal Systems Act has that meaning, unless the context indicates otherwise-

“account” means a notification by means of a statement of account to a ratepayer or customer who is liable for payments of any amount to the municipality and any authorized service provider in respect of the following:-

Electricity that is consumed by a consumer based on a meter reading or an estimated consumption and any service fee;

Water that is consumed by a consumer based on a meter reading or an estimated consumption or water availability fees,

Refuse removal and disposal;

Sewerage services and sewer availability fees;

Rates

Interest;

Connection fees;

Collection charges, miscellaneous and sundry fees; and

Default administration charges.

"Act" means the local government: Municipal Systems Act, 2000(Act no. 32 of 2000) as amended from time to time;

"Actual consumption " means the measured consumption by a customer of a municipal service;

"Agreement" means a contractual relationship between the municipality and a customer that arises, either as a result of the municipality's approval of a written application for municipal services, including any subsequent variation that may be made to that agreement in conformity with this policy , or that is deemed to be an agreement;

"Applicable charges" means the rate (including assessment rates), charges, tariffs or subsidies determined by the council;

"area of supply" means any area within or partly within the area of jurisdiction of the municipality to which a service is provided;

"Arrears" means any amount that is due, owing and payable by a customer in respect of a municipal service provided to such customer that has not been paid on or before the due date reflected on an account rendered in respect thereof;

"arrangement" means a written agreement or acknowledgement of debt in terms of which a municipality agrees to the payment over a period of time of a debt that is outstanding;

Authorised agent" means:

Any person authorized by the council to perform any act, function or duty in terms of or to exercise any power under this policy;

Any person to whom the council has delegated responsibilities, duties or obligations in respect of the provision of revenue collection services ; or

Any person appointed by the council, in a written contract, as a service provider for the provision of revenue collection services or a municipal service to customers on its behalf, to the extent authorised by that contract;

“Average consumption” means the average consumption by a customer of a municipal service during a specific period, which consumption is calculated by dividing by three the total measured consumption of that service by that customer over the preceding three months;

“billing” refers to the process of charging for services provided by issuing a accounts:

“by law” means a legislation that is made by a decision taken by the council of the municipality binding in the municipality on the persons to whom it applies and is published in terms of section 13 of the municipal systems act;

“credit control” refers to the action/s required to safeguard revenue including disconnections, reconnections, normalising installations and follow-up procedures and data integrity.

“credit control and debt collection” is the function relating to the effective collection of any monies due and payable to a municipality;

“ municipal consumer debt” refers to the non-payment or late payment by consumers of property rates and municipal services (water, electricity, sanitation, refuse removal), traffic fines and rental housing payments, and includes any amounts considered as irrecoverable;

Council” means the council of the local municipality of Newcastle . A structure or person exercising delegated authority and power or carrying out an instruction in terms of these by laws or a service provider fulfilling the responsibility under these by-laws;

Commercial customer” means the point at which a customer gains access to municipal services;

“connection” means the point at which a customer gains access to municipal services;

“customer” means a person with whom the municipality has concluded or is deemed to have concluded an agreement for the provision of a municipal service;

“Credit agreement “ means a credit agreement as defined in the national credit act in No.34 of 2005, including an accidental credit agreement;

“continuous service” means the supply for consideration of a municipal service with the intent that as long as the agreement to supply the service remains, the municipality will make the service continuously available to be used by the consumer from time to time as determined by the consumer,

“chief financial officer” means the official of the municipality responsible for the collection of moneys owed to the municipality and/ or any other staff member to whom he/she has delegated duties and responsibilities in terms of this policy;

“Defaulter” means a customer who owes arrears to the municipality;

“domestic customer” means a customer who, primarily for residential purposes, occupies a dwelling, structure or premises;

“due date” means the date on which an amount payable in respect of an account becomes due, owing and payable by a customer, which date shall not be more than 30 days after the date on which the account has been sent to the customer concerned;

“Debt collection ” refers to the debt recovery process and includes sanctions(warning, disconnection, adverse credit rating, legal process and/or eviction, etc.) to be applied in the event of non-payment of accounts;

“Disconnection” means interrupting the supply of water or electricity to a debtor as a consequence of ignoring a notice for payment;

Effective disconnection” includes, inter alia, the physical removal of connections and / or equipment as a consequence of unauthorised reconnection (tampering and/ or by –passing) of the disconnected service.

“Emergency situation” means a situation that would , if allowed to continue, pose a substantial risk, threat, impediment or danger to the present or future financial viability or sustainability of the municipality or to a specific municipal service;

“Estimated consumption” means the consumption that a customer, whose consumption is not measured during a specific period, is deemed to have consumed and that is estimated by taking into account factors that are considered relevant by the municipality and which may include the consumption of municipal services by the totality of the users of a service within the areas where the service is rendered by the municipality, at the appropriate level of service, for a specific time;

“Financial year” means a year ending 30 June;

“Holistic” or consolidated” refers to the combining of all debt in order to establish the total obligation the debtor has to the municipality;

“house hold” means a family unit that is determined by the municipality to be traditional by taking into account the number of persons in the unit, the relationship between the members of a household, their ages and any other factor that the municipality considers to be relevant;

“Illegal connection” means a connection to any system through which a municipal service is provided and that is not authorised or approved by the municipality;

“incidental credit agreement” as defined in the National Credit Act No. 34 of 2005 means an agreement, irrespective of its form, in terms of which an account was rendered for utility services that have been provided to a customer and a fee, charge or interest become payable when payment of the amount charged in terms of that account was not made on or before a date which is less than 30 days before such fee, charge or interest was first levied;

“Principle debt” means a debt that is owed to the municipality in respect of rates and services. It may include interest, collection charges, default administration charges and connection charges and any other charges;

“Collection Costs” means an amount that the municipality can charge with regard to the enforcement of a consumer’s monetary obligation, if the service agreement is a credit agreement in terms of the National Credit Act;

“Default Administration Charges” means a charge that may be imposed by the Municipality to recover administration costs incurred as a result of a consumer’s default, if the agreement is a credit agreement in terms of the National Credit Act;

“interest” means a charge levied on all arrear monies and calculated at a rate determined by the Council from time to time as may be prescribed by the Minister of Justice in terms of paragraph 1 of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975) or in terms of the Municipal Property Rates Act or in term of the National Credit Act No 34 of 2005 in the case of an incidental credit agreement, as may be applicable to any agreement concluded under this policy;

“Interest on overdue accounts” is based on a full month and part of a month shall be deemed to be a full month.

“Indigent customer” means a domestic customer who is qualified to be and who is registered with the municipality as an indigent in accordance with this policy;

“Indigent amount” refers to the applicable value of the indigent subsidy as determined by the Council of the municipality from time to time;

“infrastructure” means the facilities, installations or devices required for the rendering of a municipal services or for the functioning of a community including but not limited to facilities, installation or devices relating to water, power, electricity, sewerage, gas and waste disposal;

“Legal process or procedures and/or legal action” refers to, inter alia, the process and/or action described in the Magistrate Courts Act No. 32 of 1944; Supreme Court Act No. 59 of 1959 Adjustment of Fines Act No. 101 of 1991; Debt Collector Act No. 114 of 1998; Criminal Procedure Act No. 51 1977; Local Government: Structures: Cross-Boundary Municipalities Act No. 29 of 2000; Local Government: Structures Amendment Act No. 33 of 2000; Local Government: Municipal System Act 32 of 2000;

“Letter of Demand” means a notice sent prior to the legal process commencing and includes notices sent as part of the monthly statement;

“Municipality” means:

- a. the Municipality of Newcastle a local municipality established in term of paragraph 12 of the Local Government: Municipal Structure Act No. 117 of 1998 and its successors-in-title; or
- b. subject to the provisions of any other law and only if expressly or impliedly required or permitted by this policy, the Municipal Manager in respect of the performance of any function, or the exercise of any duty, obligation, or right in terms thereof or any other law; or
- c. an authorized agent of the municipality;

“Municipal Manager” means the person appointed by the Council as the Municipal Manager of the municipality in term of section 82 of Local Government: Municipal Structure Act No. 117 of 1998 and includes any person to whom the Municipal Manager has delegated a power, function or duty but only in respect of that delegated power, function or duty;

“Municipal Property Rates Act” means the Local Government: Municipal Property Rates Act No. 6 of 2004;

“Municipal Services” for purposes of this policy, means services provided by the municipality, including refuse removal, water supply, sanitation electricity services and rates either collectively or singularly;

“Occupier” means any person who resides on and/or occupies any premises to which municipal services are supplied, regardless of the title under which he/she or it occupies the premises;

“Owner” means:

- a. the person in whose name the ownership of the premises is registered from time to time or his agent;
- b. where the registered owner of the premises is insolvent or dead or, for any reason, lacks legal capacity or is under any form of legal disability that has the effect of preventing him/her from being able to perform a legal act on his own behalf, the person in whom the administration and control of such premises is vested as curator, trustee, executor, administrator, judicial manager, liquidator or legal representative, as the case may be;
- c. Where the municipality is unable to determine the identity of the owner, a person who has a legal right in or the benefit of the use of any premises, building. or any part of building;
- d. Where a lease has been entered into for a period of 30(thirty) years or longer or for the natural life of the lessee or any other person mentioned in the lease or is renewable from time to time at the will of the lessee indefinitely or for a period or periods which, together with the first period of the lease, amounts to 30 years, the lessee or any other person to whom he has ceded his right, title and interest under the lease or any gratuitous successor to the lessee;
- e. In relation to:
 - I. A piece of land delineated on a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act no 95 of 1986), the developer or the body corporate in respect of the common property, or
 - II. A sectional as defined in the sectional titles act, 1986 (act no 95 of 1986), the person in whose name such section is registered under a sectional title deed and includes the lawfully appointed agent of such a person; or
 - III. A person occupying land under a register held by a tribal authority or in accordance with a sworn affidavit made by a tribal authority;

“Parked arrears” refers to those monies that were put on hold by some of the former councils which now constitute the municipality of Newcastle

“payment” refers to any form of redemption acceptable to the council of Newcastle from time to time towards the balance on an account;

“person” means any person, whether natural or juristic, and includes but is not limited to any local government body or like authority, a company or close corporation incorporated under any law, a body of persons whether incorporated or not a statutory body, public utility body, voluntary association or trust;

“premises” means any piece of land, the external surface boundaries of which are delineated on

- a. A general plan or diagram registered in terms of the land survey act no. 9 of 1927 or in terms of the deeds registries act no. 47 of 1937;
- b. A sectional plan registered in terms of the sectional titles act No 95 of 1986; or
- c. A registered held by a tribal authority or in accordance with a sworn affidavit made by a tribal authority;

and where the text so requires, includes any building, structure or the like erected on such land;

“public notice” means publication in the media including one or more of the following:

- a. publication of a notice, in at least two of the official languages in general use within the province or area in question and, where possible, the notice shall be published in a newspaper appearing predominantly in the language utilized in the publication of the notice.
 - I. In any local news paper or newspapers circulating in the area of supply of the municipality
 - II. In the newspaper or newspapers circulating in the area of supply of the municipality determined by the council as a newspaper of record; or
 - III. On the official website of the municipality;
 - IV. By means of radio broadcasts covering the area of supply of the municipality;
- b. Displaying a notice in or at any premises, office, library or pay-point of either the municipality or of its authorized agent and to which the public has reasonable access; and
- c. Communication with customers through public meetings and ward committee meetings;

“Prescribed tariff or charge” a charge prescribed by the municipality;

“Residential debtors” are classified as those debtors who qualify for and receive free electricity and/ or water;

“Non-residential debtors” are classified as those debtors who do not qualify for or receive free electricity and / or water;

“Shared consumption” means the consumption by a customer of a municipal service during a specific period and that is calculated by dividing the total metered consumption of that municipal service in the supply zone where the customer’s premises are situated for the same period by the number of customers within the supply zone during that period;

“Subsidised service” means:

- a. A municipal service which is provided to a customer at an applicable rate which is less than the cost of actually providing the service and includes services provided to customers at no cost;
- b. An area, as determined by the council, within which all customers are provided with services from the same bulk supply connection; and
- c. The receipt, use or consumption of any municipal service which is not in terms of an agreement or authorized or approved by the municipality;

“Service” means a municipal service rendered by the municipality and includes the supply of electricity, water, sanitation and refuse removal;

“Sundry debt” refers to any debt other than rates, housing, metered services, sewerage and refuse removal.

“Supply” means any metered supply of water or electricity;

“Tampering” means the unauthorized reconnection of a supply that has been disconnected for non-payment, the interference with the supply mains or bypassing of the metering equipment to obtain an un-metered service;

“Total household income or household income” refers to the total formal and informal gross income of all people living permanently or temporarily on the property on which the account is based;

“Unauthorized service” means the receipt, use or consumption of any municipal service which is not in terms of an agreement with or approved by the municipality;

“Utility” as defined in the National Credit Act No 43 Of 2005, means the supply to the public of an essential

- a. Commodity, such as electricity, water or gas; or
- b. Service, such as waste removal or access to sewerage lines, telecommunication networks or any transportation infrastructure. Unless the context clearly indicates a contrary intention, an expression which denotes gender shall include a reference to any other gender; the singular shall include a reference to the plural and vice versa

6. DUTIES AND FUNCTIONS

6.1 Duties and functions of council

- To provide a budget consistent with the needs of communities, ratepayers and residents in line with the financial capability of council
- To impose rates and taxes and to determine service charges, fees and penalties to finance the budget.
- To facilitate sufficient funds to give access to basic services for the poor.
- To provide for a bad debt provision, in line with the payment record of the community, rates payers and residents, as reflected in the financial statements of the municipality

- To set an improvement target for debt collection, in line with acceptable accounting ratios and the ability of the implementing authority.
- To approve a reporting framework for credit control and debt collection.
- To consider and approve bylaws to give effect to the policy
- To monitor the performance of the Mayor (supervising authority) regarding credit control and debt collection.
- To revise the budget should council's targets for credit control and debt collection not be met?
- To take disciplinary and / or legal action against councillor, officials and agents who do not executive council policies and bylaws, or act improperly in terms of such policies.
- To approve a list of attorneys that will act for council in all legal matters relating to debt collection.
- To delegate the required authorities to monitor and executive the credit control and debt collection policy to the mayor and municipal manager and service provider respectively.
- To provide sufficient capacity in the municipality's finance department for credit control and debt collection policy to the mayor and municipal manager and service provider respectively.
- To provide sufficient capacity in the municipality's finance department for credit control and debt collection. Alternatively to appoint a service provider debt collection agent (such service provider must be a registered debt collection agent in terms of legislation).
- To assist the municipal manager in the execution of his duties, if and when required.
- To provide funds for the training of staff.

6.2 Duties and Functions of the Mayor, or Executive Committee

- To ensure that council's budget, cashbook and targets for debt collection are met and executed in terms of the policy and relevant by-laws.
- To monitor the performance of the municipal manager in implementing the policy and bylaws.
- To review and evaluate the policy and bylaws in order to improve the efficiency of council credit control and debt collection procedures, mechanisms and processes.
- To report to council.

6.3 Duties and Functions of Ward Councillors

- To hold regular ward meetings wherein the credit control and debt collection policy and procedures of council are addressed.
- To adhere to and convey council policies to residents and ratepayers and in particular the credit control and debt collection policy and procedure
- To adhere to the code of conduct for councillors
- To act in terms of roles and functions as approved by council and assist in the dissemination and distribution of information.

6.4 Responsibilities of all Councillors

- To always pay amounts that are owed in respect municipal rates, taxes and services as required by section 12A of schedule 1 of the municipal systems act and not to default on payments for a period longer than 3months
- The municipality may deduct any outstanding amounts from a councillor's allowance, if the councillor has not paid amounts that are due to the municipality for more than 3months
- The normal credit control procedures shall apply to any arrear account of a councillor.
- All agreements with councillors must not exceed the expiry date of the term of office.

6.5 Duties and Functions of the Municipal Manager

- The Municipal Manager, as the accounting officer of the municipality, must take all reasonable steps to ensure that-
- The municipality has effective revenue collection systems consistent with Section 95 of the Act and the municipality's Credit Control and Debt Collection bylaws and National Credit Act;
- Revenue due to the municipality is calculated on a monthly basis.
- All money received is promptly deposited into the municipality's primary and other bank accounts;
- The municipality has and maintains a system of internal control in respect of debtors and revenue, as may be prescribed;
- The municipality charges interest and other permissible charges on arrears, except where the council has granted exemptions;
- All revenue received by the municipality, including revenue received by any collecting agent on its behalf, is reconciled regularly;
- The accounting officer must immediately inform the national treasury of any payments due by an organ of State to the municipality in respect of municipal tax or for municipal services, if such payments are regularly in arrears for periods of more than 30 days.

6.6 Responsibilities of all municipal staff

- To always pay amounts that are owed in respect of municipal rates, taxes and services and not to default on payments for a period longer than 3 months.
- The municipality may deduct any outstanding amounts from a staff member, if the staff member has not paid amounts that are due to the municipality for more than 3months
- The normal credit control procedures shall apply to any arrear account of a councillor.
- Where the municipality provides temporary employment to members of the community who are in arrears with payments for municipal rates and services they will be required to enter an agreement to pay 20% of their gross remuneration towards these arrears of debt.

6.7 Duties and Functions of Communities, Ratepayers and Residents

The responsibilities of communities, rates payers and residents are to

- Pay deposits, service fees, rates on property and other taxes, levies and duties imposed by the municipality.
- Observe the mechanisms and processes of the municipality in exerting their rights
- Allow municipal officials reasonable access to their property to execute municipal functions at a time that is agreeable by the consumer and municipal officials;
- Comply with the bylaws and other applicable legislation;
- Refrain from tampering with municipal services and property.

7. CUSTOMER CARE

In terms of section 95 of the local Government Municipal Systems Act 2000, in relation to the levying of rates and other taxes by a municipality and charging of fees for municipal services, a municipality must, within its financial and administrative capacity.

- Establish a sound customer management system that aims to create a positive and reciprocal relationship between persons liable for these payments and the municipality itself;
- Establish mechanisms for users of services and rates payers to provide feedback to the municipality or other service provider regarding the quality of the services and the performance of the service provider.
- Take reasonable steps to ensure that users of services are informed of the costs involved in service provision, the reasons for the payment of service fees, and the manner in which monies raised from the service are utilised.
- Where the consumption of services have to be measured, take reasonable steps to ensure that the consumption by individual users of services is measured through accurate and verifiable metering systems;
- Ensure that persons liable for payments receive regular and accurate accounts and indicate the basis for calculating the amounts due;
- Provide accessible mechanisms for those persons to query or verify accounts and metered consumptions, and appeal procedures which allow such persons to receive prompt redress for inaccurate accounts;
- Provide accessible mechanisms to monitor the responsible time and efficiency in complying with the above point; and
- Provide accessible pay points and other mechanisms for settling accounts or for making pre-payments for services.

CREDIT CONTROL

8. APPLICATION FOR MUNICIPAL SERVICES

- 8.1 Customers who require a service must enter into a written service agreement with the municipality. In the event that the occupant is not the owner of the property, service agreements will only be entered into the lawful owner of the property to which the services are to be provided.
- 8.2 The process must occur at least five (5) working days prior to taking occupation of the premises, so that the municipality can ensure that a meter reading is taken on the

appropriate day and that the services are available when occupation is taken. Failure to adhere to the timeframe may result in customers not having the services available when occupation is taken.

- 8.3 Applications for municipal services may be checked for credit-worthiness including banking details and information from credit bureaus, other local authorities, trade creditors and employers. This will require the provision of an identity document, binding lease agreement, title deed and other supporting documents as required by council from time to time.
- 8.4 Applications for services from businesses, including but not limited to trusts, companies, close corporations and partnerships must include a resolution delegating authority to the applicant to apply for the relevant service and furnishing, if applicable, the business entity's registration number or IT number, the names, addresses and all relevant contact particulars of all business' directors, members, trustees, proprietors or partners.
- 8.5 An applicant must provide any information and documentation which the municipality requires.
- 8.6 If an applicant for municipal service is an existing customer of the municipality in respect of any other municipal service and such customer has an outstanding amount that is due and payable to the municipality:
- The arrears must be paid; or
 - An agreement for payment or arrears must be concluded with the municipality before an application for services can be approved.
- 8.7 The municipality will render the first account after the first meter reading cycle to be billed following the date of signing the service agreement.
- 8.8 customers who illegally consume services without this agreement will be subject to punitive action.
- 8.9 **PROPERTY DEVELOPMENTS**
- a. A property developments must inform the municipality of the nature and extent of the municipal services or services that will be provided as well as the measuring devices that will be used.
 - b. A property developer who fails to comply with the provisions of sub-paragraph (a) shall be liable for the payment of all the applicable charges that would have been payable by customers in respect of municipal services that have been used or consumed by such customers.

9. TERMINATION OF SERVICES

- 9.1 It is the responsibility of the consumers to notify the municipality when municipal services are no longer required due to the sale of the property or other reasons.
- 9.2 Failure to comply with the provision of paragraph 10.1 above renders the consumer liable for all service charges and interest thereon accumulated from the date when the premises are vacated to the date when council becomes aware of such vacation.
- 9.3 A customer may terminate an agreement for the supply of municipal services by giving at least 21 (twenty-one) days written notice to the municipality of such termination.

- 9.4 The municipality may terminate an agreement for the supply of municipal services by giving at least 21 (twenty-one) days' written notice to a customer where:
- a. Municipal services were not utilised by such customer for a consecutive period of 2 (two) months and without an arrangement, to the satisfaction of the municipality, having been made for the continuation of the agreement; or
 - b. Premises' have been vacated by the customer concerned and no arrangement for the continuation of the agreement has been made with the municipality provided that, in the event of the customer concerned not being the registered owner of the premise, a copy of the aforesaid notice shall also be served on such registered owner.
- 9.5 A customer shall remain liable for all arrears and applicable charges that are payable for municipal services rendered prior to the termination of an agreement.

10. PAYMENT OF A DEPOSIT

- 10.1 Every consumer must, on application for the provision of municipal services, pay a deposit to the municipality prior to the provision of any municipal services, the amount of which shall be determined by the council of the municipality by resolution from time to time.
- 10.2 The Council may require a consumer to whom services are provided and who was not previously required to pay a deposit, for whatever reason, to pay a deposit on request, within a specified period.
- 10.3 The Council may from time to time review the sum of money deposited by a consumer in terms of this section and, in accordance with such review
- a. Require that an additional amount be deposited by the consumer; or
 - b. Credit the account of the consumer with such amount as may be held by the municipality in excess of the reviewed deposit.
- 10.4 The municipality shall give the owner or occupier of premises where municipal services are rendered reasonable notice of any increase of the deposit.
- 10.5 An aggrieved owner or occupier of property where municipal services are provided may within the prescribed time lodge an objection to any increase of the deposit.
- 10.6 An amount deposited with the municipality in terms of this section shall not be regarded as being in payment or part payment of an account due for services rendered.
- 10.7 No interest shall be payable by the municipality on the amount of a deposit held by it in terms of this section.
- 10.8 An agreement for the provision of services may contain a condition that a deposit shall be forfeited to the municipality or its authorised agent if it has not been claimed within 12 (twelve) months of the termination of the agreement.

- 10.9 The municipality may accept in lieu of a deposit a bank guarantee as a deposit.
- 10.10 The municipality must ensure that the use of the deposit that is given by the consumer complies with Section 124 of the National Credit Act for all agreements that fall under the Act
- 10.11 On termination of the supply of the municipal services the consumer shall be paid the amount deposited less any payments due to the municipality.

11 RECOVERY OF ADDITIONS COSTS

- 11.1 The municipality may , in addition to any charge, tariff, levy or payment of any kind referred to in this policy, recover from a customer any reasonable costs incurred by it in this policy, including but not limited to:
- a. All legal costs, including attorney and client costs incurred in the recovery of arrears which shall be debited against such customer as arrears in his account; and
 - b. The costs incurred in demanding payment from such customer and for reminding him/ her, by means of telephone, fax, email , letter or otherwise that payment is due, provided that, in respect of an incidental credit agreement, default administration and collection charges may only be charged on condition that they do not exceed the applicable limit permissible in terms of the National Credit Act, No. 34 Of 2005 in the event of the customer concerned defaulting on a payment obligation under such agreement and provided that proper notice in terms of this Act has been given.

11. PAYMENT FOR MUNICIPAL SERVICES PROVIDED

- 12.1 A customer shall be responsible for the payment of all municipal services accounts rendered to him/her from the commencement date of the agreement until the account has been paid in full and the municipality shall be entitled to recover all payments due to it from the customer concerned.
- 12.2 If a customer uses a municipal service for a use other than that for which it is rendered by the municipality in terms of an agreement and if he is charged an amount lower than the applicable prescribed charge, the municipality may alter the amount so charged and recover from him/her the difference between the altered charge and the amount initially charged to him/her.
- 12.3 if amendments to the applicable charge become operative on a date between measurements and/or meter readings for the purpose of rendering an account for services rendered,
- a. It shall be deemed that the same quantity of municipal services was provided to the customer for each period of twenty-four (24) hours during the interval between the measurements and/ or metered readings as the case may be, and
 - b. Any fixed charge shall be calculated on a pro-rata basis in accordance with the charge that applied immediately before such amendment and such amended applicable charge
- 12.4 **“Full and final settlement ‘of an amount**

Where an account is not settled in full, any lesser amount tendered to and accepted by the municipality shall not constitute a full and final settlement of such an account despite the fact that the payment was tendered in full and final settlement unless the municipal manager or his nominee or the manager of the municipality's authorised agent expressly accepts such payment in writing as being in full and final settlement of the amount reflected on the relevant account.

12.4 Responsibilities for payment of amounts due and payable

- a. Notwithstanding any other provision in this policy, an owner of premises shall be liable for the payment of any amount that is due and payable to the municipality by a customer who is a lessee or occupier of such premises to which municipal services have been provided for the preceding two years, if the municipality, after having taken reasonable steps to recover from such customer any amount due and payable by him/her, could not do so;
- b. Subparagraph (1) must not be construed as absolving the municipality from its responsibility to collect outstanding amounts in respect of municipal services provided to premises from the customer who has benefited there from nor for timeously informing the owner of the premises concerned that the occupying customer has defaulted in making payments due to the municipality in respect of rendered municipal services.
- c. Despite subparagraph (1) but subject to any law governing prescription, the municipality may collect amounts owing to it for a period in excess of two years through due legal process.

12.5 Dishonoured Payments

- a. If the drawer of the cheque, or the consumer who received value from the depositing of the cheque, is an existing consumer of council, the reversal and penalty fee may be debited to an account of the drawer or beneficiary and a letter of notification must be sent to the consumer. Such fee shall be deemed to be a tariff charge and shall be recovered from the consumer. Council reserves the right to refuse to accept further cheques from the drawer or beneficiary, to place the matter on the National Adverse Credit Listing and also institute legal action which may include criminal charges against the offender
- b. If the drawer of the cheque is not an existing debtor of Council, then a sundry debtor account is opened and the debit and penalty is raised. Once the account is submitted and the debtor fails to honour the cheque and pay the penalty within 14 days of receipt, a final demand is generated and submitted. If there is still no response, then the matter shall be handed over for placement on the National Adverse Credit Listing and/ or legal action that may include criminal charges being instituted against the offender.
- c. If the drawer of the cheque, or the debtor who received value from the depositing of the cheque, is an existing debtor of Council, the reversal and penalty fee may be debited to an account of the drawer or beneficiary and a letter of notification must be sent to the debtor. Such fee shall be deemed to be a tariff charge and shall be recovered from the debtor. Council reserves the right to refuse to accept further cheques from the drawer or beneficiary and also institute legal action which may include charges against the offender.

- d. Unpaid cheques in respect of motor vehicle licensing and payment of fines shall be dealt with in accordance with paragraph 12.6 or be forwarded to the relevant authority for further action.

12.6 Incentive Schemes

Where a municipality offers a discount to consumers in the form of schemes, the municipality has to comply with all the requirements of the national credit act, as this discount agreement is treated as a credited agreement by the Act.

- a. The council may, by resolution, approve incentive schemes to encourage prompt payment of charges for services rendered and to reward customers who pay their accounts regularly and on time.
- b. The aforementioned incentive schemes may include the conclusion of a written agreement with the employer of a customer in terms of which such employer undertakes to deduct outstanding rates and service charges or to settle regular monthly accounts, through deductions from the relevant customer's salary or wages, in exchange for a monetary reward either by way of payment of a commission or the grant of a rebate on the charges owing by the employer concerned to the municipality in respect of services rendered to such employer.

12.7 Pay Points and Payment Methods

- a. A customer must pay his account at pay points specified by the municipality or by an approved agent of the municipality.
- b. The municipality must inform customers of the location of specified pay- points and the identity of approved agents who may receive payments on its behalf in respect of services rendered to customers.
- c. Subparagraphs (a) and (b) must not be construed as prohibiting a customer from paying amounts due to the municipality or its authorised agent by means of electronic payment methods provided that the date of receipt of a payment shall be the date such payment appears on or is reflected in the banking account of the municipality.

13 PAYMENT OF INTEREST

13.1 Except where expressly provided to the contrary in this policy, the municipality may levy interest on all arrears at a rate prescribed by the Council from time to time in accordance with prevailing law. The applicable interest rate for the financial year will be prime plus xxx, subject to review as part of the budget review process.

13.2 The following categories of arrear debt shall not attract interest on arrears:

- a. Arrear debt
- b. Closed accounts
- c. Deceased estates
- d. Insolvent estates
- e. Debtor under administration (administration portion only)
- f. The first 30 days after delivery date for all service.

- 13.3 Interest on arrear debt shall be calculated for each for which such payment remains unpaid and part of the month shall be deemed to be a month.
- 13.4 Interest will not be raised on "Parked Arrears". Parked arrears must be, however, be included in arrangements and notwithstanding anything to the contrary contained in this policy, parked arrears must be collected in full before transfer of the property to a new purchaser is authorised.
- 13.5 If a transaction falls under the national credit act, interest shall be limited to the prescribed limit in terms of section 101 of the National Credit Act.
- 13.6 If a transaction falls under the National Credit Act, the Municipality shall comply with Section 103 of the National Credit Act which states that the variation must be in terms of a fixed relationship to a reference rate which is stipulated in the consumer agreement.
- 13.7 If an agreement falls under the National Credit Act and the interest that is payable varies, the municipality shall provide the notice that is required in terms of Section 104 of the National Credit Act every time the interest varies. The notice must stipulate the new rate.
- 13.8 If an agreement falls under the National Credit Act, the municipality, in addition to the interest charged, can only charge collection costs and default administration charges.
- 13.9 The interest that is payable cannot exceed the capital amount that is owed by the consumer at any time.
- 13.10 If an agreement is a credit agreement in terms of the National Credit Act, the interest and all permissible charges cannot exceed the capital amount owned at any time.

14 ACCOUNTS AND BILLING

- 14.1 A municipality shall provide every person liable to pay for municipal services assessment rates and taxes with a account in respect of every property for which that person is liable and all services rendered in respect of that property at the address last recorded with the municipality.
- 14.2 Failure by the municipality to render an account does not relieve a consumer of the obligation to pay any amount due and payable. The onus shall be on the consumer to obtain a copy of the account before the due date.
- 14.3 If a municipal service agreement constitutes a credit agreement in terms of the National Credit Act, the form and content of the account must comply with Section 109 of the National Credit Act, which provides guidance on the form and content of statement of account.
- 14.4 An account rendered by the municipality for services provided to a customer shall be paid not later than the last date for payment specified in such account, which date will not be more than 30 (thirty) days after the date of the account.
- 14.5 If payment of an account is received after the date referred to in Sub-Section 14.4, interest as may be prescribed by the municipality, must be paid by the debtor to the municipality.

- 14.6 Accounts will be rendered on a monthly basis in cycles of 30(thirty) days and shall be payable on the due date as indicated on the account.
- 14.7 Any amount which remains due and payable after the due date shall attract interest. Before charging any interest or charge with regard to outstanding amounts, the municipality shall ensure that it complies with section 4(6)(b) and paragraph 103-103 of the national credit act, where applicable.
- 14.8 Payments shall be deemed to be late unless received on or before the due date by the municipality. Electronic payments and payments made through agents must be received in a municipal bank account by the close of business on the due date.
- 14.9 The municipality may consolidate any separate accounts for which a customer is liable for payment. The municipality may not consolidate debt that is constituted by amounts that fall under the national credit act and those that do not fall under the national credit act, unless the municipality ensures that the consolidated debt will comply in all respects with the national credit act.
- 14.10 If the consumer agreement for the supply of municipal services constitutes a credit agreement in terms of the National Credit Act, any amount that is received from the consumer shall be used to firstly satisfy any due or unpaid interest charges, secondly to satisfy any due or unpaid fees and finally to reduce the principal debt (even if the principal debt is consolidated).
- 14.11 In all other instances where the National Credit Act does not apply, the municipality can allocate the payment as it deems fit unless the consumer has expressly instructed otherwise.
- 14.12 Accounts must contain at least the following:
- a. The consumption or estimated consumption of water and electricity,
 - b. As determined for the measuring or consumption period;
 - c. The measuring or consumption period for water and electricity;
 - d. The amount due based on the measured or estimated consumption;
 - e. The amount due and payable for any other municipal service;
 - f. The applicable tariff;
 - g. The amount due in terms of the consumption;
 - h. The amount in arrears, if any;
 - i. The interest payable on any arrears, if any;
 - j. Collection charges if any
 - k. The final date for payment;
 - l. The methods, places and approved agents where payment may be made.
- 14.13 Accounts may be accompanied by a notice stating that-
- a. The consumer may conclude an agreement with the municipality for payment of arrear amount in instalments at the municipality 5 (five working days before the final date for payment, if a consumer is unable to pay the full amount due and payable;
 - b. If no such agreement is entered into, the municipality may, in accordance with the policy contained herein, limit the water services to the consumer by installing a water restrictor;
 - c. Legal action may be instituted against any consumer for the recovery of any arrear amount in terms of the policy contained herein;

- d. The defaulting consumer's name may be listed with a credit bureau or any other equivalent body as a defaulter;
- e. The account may be handed over to a debt collector for collection;
- f. Proof of registration, as an indigent consumer, in terms of the municipality's indigent policy must be handed in before the final date for payment.

15 DISPUTES, QUERIES AND COMPLAINTS

15.1 in this Section "**Dispute**" refers to when a consumer questions the corrections of any account rendered by the municipality to such consumer and the consumer lodges an appeal with the council in accordance with this section. A consumer may lodge a query or a complaint in respect of any amount that is due and payable by him/her before or on the due date for payment specified in the account concerned or as soon as reasonable possible thereafter.

15.2 Procedures to be followed:

In order for a dispute to be registered with the municipality, the following procedures must be followed:

a. **By the consumer:**

- i. The consumer must submit the dispute in writing to the municipal manager of the municipality before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter.
- ii. No dispute will be registered verbally whether in person or over the telephone.
- iii. The consumer must furnish his full personal particulars including in the correspondence referred to above.
- iv. The onus will be on the consumer to ensure that he receives a written acknowledgement of receipt from the municipality.

b. **By the council:**

On receipt of the dispute, the following actions are to be taken:

- i. An authorised official must register the query or complaint and provide the consumer with a reference number. An authorised controlling official will keep custody of the register and conduct a daily or weekly check or follow-up on all disputes as yet unresolved.
- ii. The following information should be entered into the register:
 - Consumer's Account Number
 - Consumer's name
 - Consumer's address
 - Full particulars of the dispute
 - Name of the official to whom the dispute is given to investigate
 - Actions that have been/were taken to resolve the dispute
 - Signature of the controlling official.
- iii. A written acknowledgement of receipt of the dispute must be provided to the consumer.

- iv. The municipality should not institute enforcement proceedings against the consumer for an amount or an account entry that is in dispute until it has resolved the dispute.
- v. If an agreement is a credit agreement in terms of the of the national credit act, the municipality must deliver without charge and at the request of the consumer the following:
 - The current balance of the account
 - The amounts credited or debited during the period specified in the request
 - Any amount currently overdue and when such amount became due
 - Any amount currently payable and the date when it became it became payable.
- vi. All investigations regarding disputed amounts must be concluded by Council's Chief Financial Officer within 21(twenty-one) calendar days from receipt thereof.
- vii. The consumer shall be advised in writing of the findings

15.3 Appeal against finding

- a. A consumer may, in writing, appeal against a finding of the municipality.
- b. An appeal shall be in writing and shall set out the reasons for the appeal and lodged with the municipal manager within 21(twenty-one) days from the consumer is advised of the findings of the investigation.
- c. An appeal must be decided by the council of the municipality at its first ordinary meeting held after the appeal was lodged.
- d. The decision of the council shall be final and the consumer must pay any amounts due and payable in terms of such decision within 14 (fourteen) days of him/her being advised of the Council's decision.
- e. The Council may, in its sole discretion, condone the late lodging of an appeal or other procedural irregularity.
- f. If the consumer is not satisfied with the outcome of the appeal, he may, under protest, pay the amount in dispute and redress his action in a court of law.

16 ARREARS

- 16.1 A consumer of municipal services and an owner of property must pay any monies owed to the municipality within the period or before the due date that is indicated on the account.
- 16.2 If a consumer fails to pay the amount/s due and payable on or before the final date for payment, the unpaid amount is in arrear and a final demand notice may be hand delivered or sent , per registered mail, to the most recent recorded address of the consumer, thin 7 (seven) working days.
- 16.3 If an agreement falls under the National Credit Act, the municipality should send a letter in terms of Section 129 of the Act advising the consumer about the default and proposing that the consumer refer the matter to a debt councillor, alternative dispute resolution agent, consumer court or ombudsman within jurisdiction, with the intention

- that the parties resolve the dispute under the agreement or develop and agree on a plan to bring the payments under the agreement up to date.
- 16.4 Failure to deliver or send a final demand notice within 7(seven) working days does not relieve a consumer from an obligation to pay such arrears.
- 16.5 The final demand notice must contain the following statements:
- a. The amount in arrears and any interest payable;
 - b. The consumer may conclude an agreement with the municipality for payment of the arrear amount in instalments' within 14(fourteen) days of the date of the final demand notice;
 - c. That, if no payments is received and no such agreement is entered into within the stated period, services to the consumer will be limited and that legal action may be instituted against such consumer for the recovery of any amounts owing in accordance with the policy contained herein;
 - d. That the consumer's name may be listed with a credit bureau or any other equivalent body as defaulter;
 - e. That the account may be handed over to a debt collector for collection;
 - f. That proof of registration, as an indigent consumer, in terms of the municipality's indigent policy must be submitted before the final date of the final demand notice;
 - g. That an indigent consumer is only entitled to 6kl(8kl) free water services and that such a consumer will be liable for payment in respect of water services used in excess of the quantity of basic services.
- 16.6 If an agreement falls under the National Credit Act, the municipality may not commence legal proceedings before sending a letter as prescribed but Section 129 of the Act. The municipality may also not institute legal proceedings against the consumer unless the consumer has been in default for a period of 20 (twenty) business days and at least 10(ten) business days have lapsed since the municipality delivered the section 129(1) notice to the consumer.
- 16.8 if an agreement falls under The National Credit Act, the municipality can proceed with action against the consumer, unless the consumer is under debt review and counselling or if the consumer has not respond to the notice in terms of Section 29(1) or has responded to the notice by rejecting the municipality's proposals.
- 17 AGREEMENT FOR THE PAYMENT OF ARREARS IN INSTALMENTS**
- 17.1 Only a consumer with positive proof of identity or a person authorised in writing by that consumer, will be allowed to enter into an agreement for the payment of arrears in instalments.
- 17.2 The offer by the consumer to settle arrear amounts plus accrued interest thereon shall be embodied in a written agreement signed by the parties. The aforesaid agreements shall include an acknowledgement of debt signed by the consumer and a copy of the agreement shall be made available to the consumer. The cost of preparation of the agreement plus any incidental costs associated therewith shall be borne by the consumer.

- 17.3 A consumer will, in the agreement, assume liability for any administration fees, costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit.
- 17.4 A consumer may be required to complete a debit order for the payment of arrears.
- 17.5 No agreement for the payment of arrears including accrued interest thereon will be longer than 24(twenty-four) months, unless the circumstances referred to in subsection 17.6 and sections 18 to 21 prevail.
- 17.6 The municipality may, on an individual basis, allow a longer period than 24(twenty-four) months for the payment of arrears if special circumstances prevail that, in the opinion of the municipality, warrants such an extension and which the consumer reasonably could not prevent or avoid. Documentary proof of any special circumstances must be furnished by the consumer on request by the municipality.
- 17.7 In concluding an agreement with a consumer, the arrangement criteria referred to in Sections 16 to 19 shall be applied and, as far as possible, be incorporated into the agreement referred to in this section.
- 17.8 The municipality may, in exercising its discretion under subsection (17.6) have regard to a consumer's
- a. Credit record;
 - b. Consumption;
 - c. Level of service;
 - d. Previous breaches of agreements for the payment of arrears in instalments; and
 - e. Any other relevant factors.
- 17.9 should a consumer fail to comply with an agreement for the payment of arrears in instalments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, costs incurred in taking relevant action, and penalties, including payment of a higher deposit, will immediately be due and payable, without further notice or correspondence.
- 17.10 A consumer may, in the sole discretion of the chief financial officer, be allowed to enter into a new agreement for the payment of arrears in instalments where that consumer has failed to honour a previous agreement for the payment of arrears in instalments, entered into after the receipt of a discontinuation notice. In the event of such further agreement been permitted, then the arrangements mentioned in section 21 shall be applied to such consumer on the basis of primary arrangements.
- 17.11 Where a body corporate is responsible for the payment of any arrear amount to the municipality in respect of a sectional title development, the liability of the body corporate shall be extended to the members thereof, jointly and severally and the agreement shall reflect this status accordingly.
- 17.12 A copy of the agreement will, on respect, be made available to the consumer.
- 18 LIMITATION AND DISCONTINUATION OF SERVICE DUE TO FAILURE TO COMPLY WITH FINAL DEMAND**

- 18.1 The municipality shall, within 7(seven) working days after the expiry of the 14-day period allowed for payment in terms of the final demand:
- a. Limit the provision of services to the defaulter; and
 - b. Hand deliver or send per registered mail, to the last recorded address of the consumer , a discontinuation notice informing him/her that the provision of services will be disconnected within 14(fourteen) days of the date of the discontinuation notice if-
 - I. No payment is received within the allowed period;
 - II. No agreement is entered into for the payment of arrears in instalments ;or
 - III. No proof of registration as indigent is handed in within the 14-day period allowed.
- 18.2 A discontinuation notice must contain
- a. The amount in arrears and any interest payable
 - b. A statement that the consumer may conclude an agreement with the municipality for payment of the arrears amount in instalments, within 14 (fourteen) days of the date of the discontinuation notice;
 - c. That if no such agreement is entered into within the stated period , the municipality may discontinue the provision of services with immediate effect, notwithstanding any legal action instituted or in the process of being instituted against the consumer for the recovery of the arrear amount; and
 - d. Proof of registration, as an indigent consumer, in terms of the municipality's indigent policy must be handed in within 14(fourteen) days of the date of the discontinuation notice.
- 18.3 The municipality may, within 10(ten) working days after the expiry of the 14-day period allowed for payment in terms of the discontinuation notice, discontinue the provision of services to the defaulting consumer, if
- a. No payment was received within the allowed period;
 - b. No agreement was entered into for the payment of arrears in instalments;
 - c. No proof of registration as indigent was furnished within 14-day period allowed.

19 LIMITATIONS AND DISCONTINUATION OF SERVICE DUE TO COMPLY WITH AGREEMENT TO PAY ARREARS IN INSTALMENTS

- 19.1 in the event of a consumer failing to make payment in terms of an agreement referred to in Section 22 a notice shall be served on the consumer informing him/her:
- a. That payments in terms of the agreement have not been received
 - b. Of the full amount outstanding in terms of the agreement;
 - c. That unless full payment of the outstanding instalments are received within a period of 14 days from the date of such notice, the municipality reserves the right to cancel the agreement, claim all outstanding amounts from the consumer and discontinue the service in respect of which the agreement was concluded.

19.2 in the event of the consumer failing to respond to the aforesaid notice within the stipulated period, the municipality may discontinue the provision of services to the defaulting consumer without further notice.

20. RESTORATION OF SERVICES

20.1 After a consumer settles arrear amounts owing to the municipality following continuance of service, the discontinued service will be restored within 7(seven) working days according to the type of service the consumer elected in terms of the agreement for the provision of services.

21 DISCRETION: NEGOTIABLE AMOUNTS

21.1 Discretion in terms of negotiable amounts as per this policy is delegated to the Chief Financial Officer with the right to sub-delegate.

21.2 Officials with delegated powers may use discretion as a final tool by which decisions can be made in accordance with this policy.

21.3 At all times, and at all levels, discretion will only be used so as to apply the principles embodied in the policy and to ensure that some form of payment acceptable to council is forthcoming from negotiations with the consumer.

22 ARRANGEMENTS

22.1 Notwithstanding that all debts should be treated holistically, certain categories of debt may be subject to category specific repayment parameters.

22.2 Current charges must be paid in full and cannot be negotiated.

22.3 The consumer may be required to prove levels of income and must agree to a monthly payment towards arrears based on his ability to pay or based on his total liquidity, if council so requires.

22.4 All negotiations with the consumer should strive to result in an agreement that is sustainable and is most beneficial to council.

22.5 Interest will be charged on arrears at an interest rate that shall be determined by council from time to time.

22.6 Interest on arrears in arrears in respect of all services and rates may, at the option of the council, be frozen whilst the consumer adheres to the conditions of an arrangement.

22.7 Debtors, excluding housing debtors, who default on three (3) occasions in respect of arrangements made, will be denied the privilege of making further arrangements and the full amount becomes due and payable.

22.8 All arrangements should be subject to periodic review.

22.9 All services may be disconnected and legal action will be taken against consumers as provided for in this policy and/ or such debt may be referred to third party debt collectors, for recovery.

23 ARRANGEMENT CRITERIA FOR RESIDENTIAL DEBTORS

- 23.1 All consumers who are in arrears and apply to make arrangements to reschedule their debt will, subject to Section 16, be obliged to make the following minimum payment requirements at the time of entering into such arrangement:
- a. Current account, plus
 - b. An initial payment towards arrears with the minimum payment being equal to a monthly instalment which will liquidate the arrear amount plus accrued interest thereon within a period of 24(twenty-four) months.
 - c. Each following month the consumer will be required to pay:
 - d. Current account, plus
 - e. An instalment as determined in (b) above.
 - f. Should the consumer default, payments will be as follows:
 - a. First default- current account + the monthly payment as determined in (b) above increased by 25% of that payment.
 - b. Second default-current account +50% the monthly payment as determined in (b) above.
 - c. Final default – current account + full arrears.
 - g. In all cases, failure to respond to notices will result in normal credit control procedures and/or legal processes being followed.

24. ARRANGEMENT CRITERIA FOR NON-RESIDENTIAL DEBTORS.

- 24.1 Non-residential debtors may make arrangements to liquidate their arrears where it would be financially beneficial to the council for them to do so.
- 24.2 The final decision to make these arrangements will rest with the financial officer with the authority to sub-delegate.
- 24.3 If any non-residential debtor wishes to make an arrangement for a period of not longer than six (6) months and will pay the first instalment immediately, interest on the arrangement amount may be suspended as long as the terms of the arrangement are maintained.

25 LISTING OF DEBTOR WITH CREDIT BUREAU

- 25.1 Where an account rendered to a consumer remains outstanding for more than 90 (ninety) days-
- a. The defaulting consumer's name may, at the option of the municipality, be listed with a credit bureau of any other equivalent body as defaulter, provided that the agreement for the provision of services provide therefore; and
 - b. May be handed over to a debt collector or an attorney for collection unless the consumer is under debt review in terms of the National Credit Act.

26. TERMINATION, LIMITATION AND DISCONTINUATION OF SERVICES

- 26.1 A consumer may terminate an agreement for the provision of services by giving to the municipality not less than thirty (30) calendar day's notice in writing of the consumer's intention to do so.
- 26.2 The municipality may, after having given notice, terminate an agreement for services if a consumer has vacated the premises to which such agreement relates.
- 26.3 The municipality may, subject to the conditions contained in this policy, limit or discontinue services provided in terms of this policy-
- a. On a failure by the consumer to pay the prescribed tariffs or charges on the date specified and response from the consumer;
 - b. On the failure of the consumer to comply with the provisions of any agreement entered into with the municipality in terms of this policy;
 - c. On failure by the consumer to comply with any other provisions of this policy and after due notice has been given to the consumer.
 - d. At the written request on a consumer;
 - e. If the agreement for the provision of services has been terminated and the municipality has not received an application for subsequent services to the premises within a period of 90(ninety) days of such termination;
 - f. If the building on the premises to which services were provided has been demolished;
 - g. If the consumer has interfered with a limited or discontinued service; or
 - h. Obstructs the efficient supply of electricity, water , gas or any other municipal services to another customer
 - i. Supplies such municipal service to a consumer who is not entitled thereto or permits such service to continue;
 - j. Causes a situation, which in the opinion of the municipality is dangerous, or a contravention of relevant legislation;
 - k. Is placed under provincial sequestration, liquidation or judicial management, or commits an act of solvency in terms of the Insolvency Act, 1936(Act 24 of 1936);
 - l. Is subject to an administration order granted in terms of section 74 of the Magistrate's Court Act, 1944 (Act 32 of 1944) in respect of such user;
 - m. Is subject to a debt revenue/debt rearrangement in terms of the National Credit Act in an emergency.
- 26.4 The municipality will not be liable for any damages or claims that may arise from the limitation or discontinuation of services provided in terms of this section.
- 26.5 the right of the Council or any duly appointed agent to limit or discontinue water to any premises or customer, shall be subject to the provisions of Section 3 and 4 of the Water Services Act, 1997(Act 108 Of 1997)
- 26.6 The right of the Council to discontinue the provision of electricity of electricity to any consumer shall be subject to the provisions of the electricity Act, 1987(Act 41 of 1987).
- 26.7 the right of the council or any duly appointed agent to limit the supply of municipal services to a customer shall be subject to the provisions of the Health Act, 1997(Act 63 of 1997), and the regulations made there under.

27. RESTRICTION OF SERVICES

If the municipal manager is of the opinion that the termination of services, in the case of a particular property in respect of which the account is in arrear, is not in the best interests of the community-specifically because of the potential endangerment of the life of any person, whether resident in or outside the property concerned- the municipal manager may appropriately restrict rather than terminates the services in question.

28. SERVICES NOT RECONNECTED OR REINSTATED AFTER FOUR (4) WEEKS

If services have been terminated or restricted in the case of a property in respect of which the account is in arrear, and the account holder has not paid such arrears, including the interest raised on such account, or made an acceptable arrangement with the municipal manager for the payment of the arrear account, including the interest raised on such account, within a period of 28(twenty-eight) calendar days after the date of termination or restriction of the services(s) concerned, the municipal manager shall forthwith hand such account over for collection and such further action as is deemed necessary to the municipality's attorneys or any debt collecting agency appointed by the council.

Such further action shall include, if necessary, the sale in execution of such property to recover arrear property rates and service charges (if the account holder is also the owner of the property). All legal expenses incurred by the municipality shall be for the account of the defaulting account holder.

29. NOTICES AND DOCUMENTATION

29.1 An order, notice or other document issued by the municipality in terms of this Policy shall be deemed to be duly authorised by the Council of the municipality if signed by the Municipal Manager or by a duly authorised employee of the Council.

- 29.2 Any notice other document served on a person by a municipality in terms of any other legislation is regarded as having been served-
- a. By delivery the notice to him/her personally or to his duly authorised agent; or
 - b. By delivering the notice at his residence or place of employment to a person apparently not less than sixteen (16) years of age and apparently residing or employed there;
 - c. If he has nominated an address for legal purposes, by delivering the notice to such an address; or
 - d. If he has not nominated an address for legal purposes, delivering it to the address given by him/her in his application for the provision of water services, for the reception of an account for the provision of water services;
 - e. By sending it by pre-paid registered or certified post addresses to his last known address;
 - f. In the case of a body corporate, by delivering it to the registered office or the business premises of such a body corporate;

g. If service cannot be effected in terms of the aforesaid sub-sections by affixing it to the principal door of entry to the premises, or displaying it on a conspicuous place.

29.3 In the case where complicated with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice.

29.4 Delivery of a copy of the document shall be deemed to be delivery of the original.

30. **UNAUTHORISED RECONNECTION OF WATER /ELECTRICITY SUPPLY (TAMPERING)**

30.1 The unauthorised reconnection of, or tampering with supply is prohibited and shall constitute a criminal offence that will result in legal action being taken against the person responsible for such unauthorised reconnection or tampering. Where this has occurred, the service reconnected without authorisation or tampered with will affectively disconnected.

30.2 The full amount of arrears plus any unauthorised consumption, and any applicable reconnected tariffs, will be payable prior to reconnection. Should exceptional circumstances exist, adequate payment arrangements may be permitted at the sole discretion of the financial officer with the right to sub-delegate?

31 **UNOCCUPIED PREMISES**

31.1 When a consumer terminates a service agreement and no new service agreement is entered into with the municipality, the property shall be deemed to be unoccupied.

31.2 Whenever water and/ or electricity consumption is recorded at a property that is deemed to be unoccupied, an account will be raised and forwarded to the owner of the property for payment.

31.3 Notwithstanding the above, the municipality shall have the power to invoke the relevant provisions of section 30

32 **INSTALLATION OF PREPAID METERS**

32.1 The installation of prepaid meters, with the written permission of the owner, should be encouraged, but those consumers whose electricity supply has been disconnected three (3) times for non-payment will be compelled to install a prepaid meter before the supply is connected. All prepaid meters are installed at the owner or expense.

any another arrears. This action will be by prior arrangement with the consumer and shall remain unchanged unless by default.

33. RIGHT OF ACCESS

- 33.1 An authorised representative of the municipality must, at all reasonable hours, be given unrestricted access to the consumer's premises in order to read, inspect, install or repair any meter, service or service connection for reticulation, or to disconnect, stop or restrict the provision of any service.
- 33.2 Any person who contravenes Section 34.1 above will be deemed to have contravened the provisions of section 101 of the local government: municipal systems act, 2000 as amended, and will be charged with the commission of an offence which, if proven, may attract the penalties referred to Section 119 of the Act.
- 33.3 Failure to comply with Clause 34.1 could result, *inter alia*, in any of the consumer's services being disconnected or terminated.

34. EMPLOYEE DEDUCTIONS

- 34.1 The council may, subject to an employee's consent, enter into a written agreement with any employer within the council's area of jurisdiction to deduct outstanding rates and service charges or to settle regular monthly accounts through deductions from salaries or wages of its employees.
- 34.2 The municipality may, from time to time, provide special rebates, incentives or benefits to the employer or employees in the event of such an agreement, subject to the provisions of the Local Government: Municipal Property Rates Act, 6 of 2004, and any other applicable legislation.

35. RATES

- 35.1 Annual rates (and other annual levies)
- 35.1 Interest will be charged on all overdue accounts at an interest rate that shall be determined by the council from time to time.
- 35.2 If an account is not paid by the due date as displayed on the account, a notice shall be issued
- 35.3 If an account is not settled or there is no response from the consumer to make acceptable arrangements to repay the debt, summons shall be issued and the legal process followed.
- 35.4 In instances where the rates debt is in respect of municipal property sold by suspense sale agreement, the collection thereof will be undertaken in terms of the deed of sale or any subsequent applicable written agreement between the council and the consumer.
- 35.5 At any stage while the debt is outstanding, all reasonable steps shall be taken to ensure that the ultimate sanction of a sale –in execution is avoided or taken only

as a last resort. The council, however, has total commitment to a sale –in – execution should the consumer fail to make use of the alternatives provided for by the council from time to time

- 35.6 Any consumer may be granted the opportunity of converting to a monthly rates payment arrangement for the following financial year.

36.1 Monthly Rates

- a. Interest will be charged on all overdue accounts at an interest rate that shall be determined by council from time to time, with the exception of residential consumers.

36.2 Rates Clearance Certificate

No rates clearance certificate will be issued by the municipality contrary to the provisions of section 118 of the Local Government: Municipal Systems Act, 2000. where an undertaking is submitted by an attorney to the municipality to pay all outstanding debt on receipt of the purchase price of the property, the municipality may issue a rates clearance certificate, valid for 90(ninety) days, after the relevant fee for the certificate was deposited in the municipality's primary account. If the attorney would default to pay the outstanding debt, he will forfeit this arrangement. Debt prior to (two) years that remain unpaid shall remain as a charge against the property and the new owner shall become liable therefore.

36.3 Determination of Collection of Rates

The provisions of the Municipal Ordinance 20 of 1974, the Transkei Municipalities Act and the relevant provisions of the Local Government Transition Act, 1993 and the Municipal Systems Act 2000 shall, until repealed or replaced, continue to apply in respect of the determination, application and collection of rates owing to the municipality as well as the seizure and sale of property in execution.

37 INDIGENT MANAGEMENT POLICY

- 37.1 The Council shall adopt an Indigent Management Policy which shall provide for the procedures and guidelines for the provision of indigent benefits to indigent households in its municipal area.
- 37.2 The object of the Indigent Support Policy will be to ensure:

- (a) The provision of basic services to the community in a sustainable manner within the financial and administrative capacity of the Council; and
 - (b) the provision of procedures and guideline for the subsidisation of basic service charges to indigent households.
- 37.3 The verified gross monthly income of all occupants over 18 (eighteen) years of age may not exceed the amount approved by Council from time to time during the budget process.
- 37.4 The register of indigent must be the full-time occupant or owner of the property concerned, and may not own any other property, whether in or out of the municipal area. This includes cases where the occupant rents the property.
- 37.5 Consumption may not exceed a predetermined level a provided for in the municipality's Indigent Management Policy.
- 37.6 The benefit shall be limited to service charges for water, refuse removal, electricity and sewerage disposal and consumers may be require installing water management devices and prepaid electricity meters to avoid further escalation of debt.
- 37.7 The subsidy will only be valid for 12 (twelve) months where after the beneficiaries must reapply.
- 37.8 No further legal action will be taken on indigent arrears.

38 HOUSING

- 38.1 Interest may be charged on all overdue accounts at an interest rate that shall be determined by Council from time to time.
- 38.2 Interest charges on arrears may be frozen subject to a rescheduled debt arrangement being consistently honoured.
- 38.3 A debt rescheduling arrangement requires the payment of the current account plus an acceptable amount towards the arrears each month.
- 38.4 The first payment of the debt should be made at the time the debt rescheduling arrangement is entered into.
- 38.5 If an arrangement is not honoured, the debt collection process/legal action will resume from where it was suspended and not restart at the beginning of the administrative process.
- 38.6 The Ward and Proportional Representative (PR) Council will be informed of defaulting consumers following the issuing of a Letter of Demand to and Judgement Order against the occupant.
- 38.7 Home visit will be undertaken by officials or representatives on behalf of Council following the issue of the Letter of Demand to the consumer and again, once a Judgement Order has been granted. The visiting official or representative will make

every effort to encourage the defaulting consumer to pay his current account and enter into an arrangement for the payment of arrears.

- 38.8 The consumer is responsible for all legal costs and will have to pay such costs before any legal action may be stopped. An acceptable debt rescheduling agreement must also be entered into before any action maybe stopped
- 38.9 The following minimum payments are required from the consumer prior to cessation of the legal process:
- (a) Following issue of Summons –3 x total monthly housing charge
 - (b) Following issue of Judgement Order—6 x total monthly housing charge
 - (c) One day of eviction—12x total monthly housing charge
 - (d) In each case, the payment required will be limited to the lesser of the outstanding
Balance or the amount calculated above.
- 38.10 If the consumer defaults on an arrangement made on the day of eviction, a re-issued Warrant of Ejectment will be obtained and the subsequent eviction process may only be stopped if all outstanding arrears, plus any legal costs, are paid.
- 38.11 Once an eviction has been carried out by the Sheriff of the Court, no re-instatement of the evicted consumer will be considered.

39 IRRECOVERABLE DEBT

The municipal Council may, on recommendation from the Municipal Manager, or any duly delegated official, write off any debt or portion thereof, provided that the municipal Council is

satisfied that the debt or portion thereof is irrecoverable or that it will be in the best interest of the municipality to accept part payment of the debt in full and final settlement.

The Executive Mayor may recommend to the municipal Council that any outstanding debt or portion thereof be written off, if in his opinion it would be in the best interest of the municipality, and that the writing off of the debt will not be contrary to the provisions of the Local Government: Municipal Finance Management Act, No 56 of 2003

39.1 Debt will be regarded as irrecoverable if:

- (a) all reasonable notifications and cost-effective measures to recover a specific outstanding amount have been exhausted; or
- (b) If the amount to be recovered is too small to warrant further endeavours to collect it; or
- (c) The cost to recover the debt does not warrant further action, i.e. to summons in another country; or
- (d) The amount outstanding is the residue after payment of a dividend in the Rand from an insolvent estate; or
- (e) A deceased estate has no liquid assets to cover the outstanding amount; or
- (f) It has been proven that the debt has prescribed; or
- (g) The consumer is untraceable or cannot be identified so as to proceed with further action; or
- (h) It is impossible to prove the debt outstanding; or
- (i) the outstanding amount is due to an administrative error by council.

39.2 Authorisation

- (a) As rates are deemed to be recoverable in all instances, all requests to write off debt in respect of rates must be presented as individual items to the Chief Financial Officer.
- (b) In respect of other debt, schedules indicating the consumer account number, the consumer's name, the physical address in respect of which the debt was raised, erf number, if applicable, amount per account category as well as the steps taken to recover a debt and a reason to write off the amount, must be compiled and submitted to the Council for consideration with a view to writing off such debt as irrecoverable.
- (c) Notwithstanding the above, Council or its authorised officials will be under no obligation to write off any particular debt and will always have the sole discretion to do so.
- (d) An accounting officer must ensure that all debts written-off are done in accordance with a write-off policy determined by the accounting.

40 ARREARS WHICH HAVE ARISEN PRIOR TO THE ADOPTION OF THE PRESENT POLICY

The Council shall separately consider arrears which arose prior to the adoption of the present policy, and shall advise account holder of their respective obligations in regard to such arrears. In determining such obligations, the Council shall have regard to the quantum of such arrears, to the period over which the default occurred, and to

whether the account holder concerned has registered as an indigent in terms of the municipality's policy on indigent management.

The Council shall further consider incentive schemes which will appropriately encourage account holder to settle all or a stated percentage of these arrears.

41 OFFENCES AND PENALTIES

41.1 The Council acknowledges that, in terms of Section 119 of the Local Government: Municipal System Act 2000, it is an offence for any person who-

- a. Fails to give the access required by a duly authorised representative of the municipality in terms of this policy;
- b. Obstructs or hinders a duly authorised representative of the municipality in the exercise of his or her powers or performance of function or duties in terms of the policy;
- c. Unlawfully uses or interferes with municipal equipment or the consumption of services supplied to any customer;
- d. Tampers with or breaks any seal on a meter or on any equipment belonging to the municipality, or causes a meter not to register properly the service used;
- e. Fails, or refuse, to give a duly authorised representative of the municipality such information as he or she may reasonably require for the purpose of exercising or performing his or her powers or functions in terms of this policy, or gives such representative false or misleading information, knowing it to be false or misleading; or
- f. Contravenes, or fails to comply with a provision of this policy, shall be guilty of an offence.

41.2 Upon conviction in a court, an offender shall be liable for a fine not less than the cost of repairing the damage or any such cost determined by the municipality, or to imprisonment for a period not exceeding 12 (twelve) month, or both such a fine and imprisonment, and may be charged for consumption, as determined by the Chief Financial Officer, and based on average monthly consumption, or as determined by resolution of the municipality from time to time.

42 PUBLICATION OF POLICY

The Municipal Manager shall, within 14 (fourteen) days from the date of adoption of this Policy by the Council, by public notice draw the attention of the public to its broad contents and method of application.

43 CONFLICTION BY-LAWS

If there is any conflict between these by-laws and any other by-laws of the Municipality, these by-laws will prevail.

44 Application

This By-law shall be binding on all persons who own and/or occupy immovable property or any premises within the area of jurisdiction of the Municipality.

44

Short title

This By-law is called the -----Municipality: Credit Control and Debt Collection By-law.

**NEWCASTLE MUNICIPALITY
NOTICE OF REVIEWED TARIFF OF CHARGES 2023 - 2024**

NOTICE NO. CS 27/2023

Notice is hereby given in accordance with section 75A(3)(a) and (b) of the Local Government: Systems Act 32 of 2000, as amended, that the Newcastle Municipal Council at a meeting held on 31 May 2023, resolved to amend the tariff of charges.

Please note that:

1. The increased tariffs shall come into operation on 1 July 2023 for all services except for water and electricity consumptions which will be levied on the new tariff with effect from the August 2023 accounts.
2. A copy of the existing tariff of charges, the proposed new tariffs and a copy of the resolution are open for inspection during office hours at the Civic Centre, Newcastle, in terms of the annual budget process.
3. Major tariff increases for the 2023/2024 Financial Year are as follows:

Water and Sanitation	6%
Refuse Removal	6%
Property Rates	6%
Electricity	15.1% - subject to NERSA approval.
4. This notice is also available on the Newcastle Municipality's website: www.newcastle.gov.za

**Z W MCINEKA
ACTING MUNICIPAL MANAGER
NEWCASTLE MUNICIPALITY**

NEWCASTLE MUNICIPALITY



TARIFF BY-LAW

NEWCASTLE MUNICIPALITY TARIFF BY-LAW

The Newcastle Municipality, hereby, in terms of section 75 of the Local Government: Municipal Systems Act, 32 of 2000 read with Section 62 (1) (f) (i) of the Municipal Finance Management Act, 56 of 2003, adopts the Municipality's Tariff By-law set out hereunder.

PREAMBLE

WHEREAS section 13 of the Municipal systems Act read with section 162 of the constitution require a municipality to promulgate municipal by-laws by publishing them in the gazette of the relevant province.

AND WHEREAS section 74 of the Local Government: Municipal Systems Act, 32 of 2000 requires a municipality to adopt and implement a tariff policy together with the related by-laws to give effect to the policy.

NOW THEREFORE BE IT ENACTED by the Council of the Newcastle Municipality, as follows:

1. DEFINITIONS

In this by-law, any word or expression to which a meaning has been assigned in the Local Government: Municipal Systems Act, 32 of 2000, shall bear the same meaning unless the context indicates otherwise.

'Municipality' means the Newcastle Municipality;

'Municipal Systems Act' means the Local Government: Municipal Systems Act, 32 of 2000;

'Tariff Policy' means the policy on the levying of fees for municipal services provided by the Municipality itself or by way of service delivery agreements, as contemplated in part 1 of chapter 8 of the Municipal Systems Act.

2. OBJECTS

The object of this by-law is to give effect to the implementation of the Tariff Policy as contemplated in Section 74 of the Local Government: Municipal Systems Act.

3. ADOPTION AND IMPLEMENTATION OF TARIFF POLICY

- 3.1. The Municipality shall adopt and implement its Tariff Policy consistent with the Municipal Systems Act on the levying of fees for municipal services provided by the Municipality itself or by way of service delivery agreements, within the jurisdiction of the Municipality; and
- 3.2. The Municipality shall not be entitled to levy tariffs other than in terms of its Tariff Policy and related Tariff of Charges.

4 CONTENTS OF TARIFF POLICY

The Tariff Policy shall, *inter alia*:

- 4.1 Apply to all tariffs levied by the Municipality pursuant to the adoption of its Annual Budget;
- 4.2 Comply with the requirements for:
- 4.2.1 The adoption and contents of a tariff policy specified in section 74 of the Municipal Systems Act;
- 4.2.2 The process of community participation specified in section 13 of the Municipal Systems Act.
- 4.3 Provide for principles, criteria and implementation measures that are consistent with the Municipal Systems Act for the levying of tariffs which the Council may adopt; and
- 4.4 Provide for implementation mechanisms that are consistent with the Municipal Systems Act.

5 ENFORCEMENT OF THE TARIFF POLICY

The Municipality's Tariff Policy shall be enforced through the Customer Care, Credit Control and Debt Collection Policy as approved by Council when adopting its Annual Budget

6 SHORT TITLE AND COMMENCEMENT

This By-law is called the Municipal Tariff By-law and takes effect on 1 July 2016.

MUNICIPAL NOTICE 341 OF 2023



MTUBATUBA

LOCAL MUNICIPALITY

TARIFF BY-LAWS

2023/2024

Tariff By-law

1. Preamble

- (1) Section 229(1) of the [Constitution](#) authorises a municipality to impose:
- (a) rates on property and surcharges on fees for services provided by or on behalf of the municipality; and
 - (b) if authorised by national legislation, other taxes, levies and duties.
- (2) In terms of section 75A of the [Systems Act](#) a municipality may:
- (a) levy and recover fees, charges or tariffs in respect of any function or service of the municipality; and
 - (b) recover collection charges and interest on any outstanding amount.
- (3) In terms of section 74(1) of the [Systems Act](#), a municipal council must adopt and implement a [tariff](#) policy on the levying of fees for a municipal service provided by the municipality or by way of service delivery agreements and which complies with the provisions of the [Systems Act](#), the Local Government: Municipal Finance Management [Act, 53 of 2003](#) and any other applicable legislation.
- (4) In terms of section 75(1) of the [Systems Act](#), a municipal council must adopt by-laws to give effect to the implementation and enforcement of its [tariff](#) policy.
- (5) In terms of section 75(2) of the [Systems Act](#), by-laws adopted in terms of subsection 75(1) may differentiate between different categories of users, debtors, service providers, services, service standards and geographical areas as long as such differentiation does not amount to unfair discrimination.

2. Interpretation

In this By-Law, the English text prevails in the event of any conflict with the Afrikaans or IsiZulu texts, and, unless the context otherwise indicates—

"**Municipality**" means the Mtubatuba Municipality;

"**Municipality's tariff policy**" means a [tariff](#) policy adopted by the [Municipality](#) in terms of this By-Law;

"**Constitution**" means the Constitution of the Republic of South Africa;

"**Credit Control and Debt Collection By-Law and Policy**" means the [Municipality's](#) Credit Control and Debt Collection By-Law and Policy as required by sections 96(b), 97 and 98 of the [Systems Act](#);

"**Systems Act**" means the Local Government: Municipal Systems [Act, 32 of 2000](#);

"**tariff**" means fees, charges, or any other tariffs levied by the **Municipality** in respect of any function or service provided by the **Municipality**, excluding rates levied by the **Municipality** in terms of the Local Government: Municipal Property Rates **Act, 6 of 2004**.

3. Adoption and implementation of tariff policy

- (1) The **Municipality** shall adopt and implement a **tariff** policy on the levying of fees for a municipal service provided by the municipality or by way of service delivery agreements which complies with the provisions of the **Systems Act**, the Local Government: Municipal Finance Management **Act, 53 of 2003** and any other applicable legislation.
- (2) The **Municipality** shall not be entitled to impose tariffs other than in terms of a valid **tariff** policy.

4. Contents of tariff policy

The **Municipality's tariff policy** shall, inter alia:

- (1) apply to all tariffs imposed by the **Municipality** pursuant to the adoption of the **Municipality's** annual budget;
- (2) reflect the principles referred to in section 74(2) of the **Systems Act** and specify any further principles for the imposition of tariffs which the **Municipality** may wish to adopt;
- (3) specify the manner in which the principles referred to in section 4(2) are to be implemented in terms of the **tariff** policy;
- (4) specify the basis of differentiation, if any, for **tariff** purposes between different categories of users, debtors, service providers, services, service standards and geographical areas as long as such differentiation does not amount to unfair discrimination;
- (5) include such further enforcement mechanisms, if any, as the **Municipality** may wish to impose in addition to those contained in the **Credit Control and Debt Collection By-Law and Policy**.

5. Enforcement of tariff policy

The **Municipality's tariff policy** shall be enforced through the **Credit Control and Debt Collection By-Law and Policy** and any further enforcement mechanisms stipulated in the **Municipality's tariff policy**.

6. Operative date

This By-Law shall take effect on 01 July 2023.

PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

PROVINCIAL NOTICE 527 OF 2023

KWAZULU-NATAL DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

**NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003
(ACT NO. 57 OF 2003)**

DECLARATION OF PROPERTIES AS THE MPILO NATURE RESERVE IN TERMS OF SECTION 23(1) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003

I, **Siboniso Armstrong Duma**, in my capacity as Member of the Provincial Executive Council for Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Province, and under powers vested in me by section 23(1)(a)(i) of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) ("the Act"), hereby declare that –

- (a) subsequent to consultation with the relevant parties as contemplated in section 32 of the Act;
- (b) subsequent to the publication of Notice Number 357 of 10 November 2022 in Provincial Gazette 2474, and an advert in two national newspapers, in which my intention to declare the properties described in the Schedule hereunder as the Mpilo Nature Reserve was duly published in accordance with the requirements of section 33(1) of the Act;
- (c) subsequent to an agreement being concluded with the landowner in accordance with section 23(3) of the Act; and
- (d) with effect from the date of publication of this Notice,

the properties described in the Schedule hereto are a Nature Reserve, known as the Mpilo Nature Reserve, as contemplated in sections 23(1)(a)(i) and section 23(1)(b) of the Act.

Given under my hand at **PIETERMARITZBURG** this 26 day of JUNE Two Thousand and Twenty-Three.



MR. S.A. DUMA, MPL
MEC FOR ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS
(KWAZULU-NATAL)

SCHEDULE

Description of properties comprising the Mpilo Nature Reserve

The following properties are declared as the Mpilo Nature Reserve:

- a) Portion 4 of the Farm Chichester No. 855 Registration Division HU Province of KwaZulu-Natal measuring 117,6061 (One Hundred and Seventeen Comma Six Zero Six One) hectares in extent and held under title deed T14596/2022
- b) Remainder of Portion 16 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 471,5456 (Four Hundred and Seventy-one Comma Five Four Five Six) hectares in extent and held under title deed T14596/2022
- c) Remainder of Portion 18 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 666,0923 (Six Hundred and Sixty-six Comma Zero Nine Two Three) hectares in extent and held by under title deed T14596/2022
- d) The Farm Kingholme No. 868 Registration Division HU Province of KwaZulu-Natal measuring 342,6128 (Three Hundred and Forty-two Comma Six One Two Eight) hectares in extent and held under title deed T14596/2022
- e) Remainder of Portion 74 (of 13) of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 477,6570 (Four Hundred and Seventy-seven Comma Six Five Seven Zero) hectares in extent and held under title deed T14596/2022
- f) Portion 36 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 1,8375 (One Comma Eight Three Seven Five) hectares in extent and held under title deed T14596/2022

- g) The Farm Vergelegen No. 869 Registration Division HU Province of KwaZulu-Natal measuring 2220,0210 (Two Thousand Two Hundred and Twenty Comma Zero Two One Zero) hectares in extent and held under title deed T14596/2022
- h) Remainder of Portion 3 of the Farm Veeplaats No. 615 Registration Division HU Province of KwaZulu-Natal measuring 498,9900 (Four Hundred and Ninety-eight Comma Nine Nine Zero Zero) hectares in extent and held under title deed T14596/2022
- i) Portion 4 (of 3) of the Farm Veeplaats No. 615 Registration Division HU Province of KwaZulu-Natal measuring 498,9898 (Four Hundred and Ninety-eight Comma Nine Eight Nine Eight) hectares in extent and held under title deed T14596/2022
- j) Portion 5 (of 3) of the Farm Veeplaats No. 615 Registration Division HU Province of KwaZulu-Natal measuring 498,9898 (Four Hundred and Ninety-eight Comma Nine Eight Nine Eight) hectares in extent and held under title deed T14596/2022
- k) Portion 6 (of 3) of the Farm Veeplaats No. 615 Registration Division HU Province of KwaZulu-Natal measuring 498,9898 (Four Hundred and Ninety-eight Comma Nine Eight Nine Eight) hectares in extent and held under title deed T14596/2022
- l) The Farm Welverdiend No. 766 Registration Division HU Province of KwaZulu-Natal measuring 909,6106 (Nine Hundred and Nine Comma Six One Zero Six) hectares in extent and held by Deed of Transfer No. T14596/2022
- m) Remainder of the Farm Weltevreden No. 510 Registration Division HU Province of KwaZulu-Natal measuring 1600,3113 (One Thousand Six Hundred Comma Three One One Three) hectares in extent and held under title deed T14596/2022
- n) Remainder of Portion 21 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 478,8928 (Four Hundred and Seventy-eight Comma Eight Nine Two Eight) hectares in extent and held under title deed T14596/2022
- o) Portion 31 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 2,7675 (Two Comma Seven Six Seven Five) hectares in extent and held under title deed T14596/2022
- p) Portion 35 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 2,4401 (Two Comma Four Four Zero One) hectares in extent and held under title deed T14596/2022
- q) Portion 1 of the Farm Welverdiend No. 563 Registration Division HU Province of KwaZulu-Natal measuring 669,8080 (Six Hundred and Sixty-nine Comma Eight Zero Eight Zero) hectares in extent and held under title deed T14596/2022
- r) Remainder of the Farm Chichester No. 855 Registration Division HU Province of KwaZulu-Natal measuring 848,2366 (Eight Hundred and Forty-eight Comma Two Three Six Six) hectares in extent and held under title deed T14596/2022
- s) Portion 71 (of 18) of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 569,0205 (Five Hundred and Sixty-nine Comma Zero Two Zero Five) hectares in extent and held under title deed T14596/2022
- t) Portion 1 of the Farm Dordrecht No. 643 Registration Division HU Province of KwaZulu-Natal measuring 680,1178 (Six Hundred and Eighty Comma One One Seven Eight) hectares in extent and held under title deed T14596/2022
- u) Portion 30 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 168,9160 (One Hundred and Sixty-eight Comma Nine One Six Zero) hectares in extent and held under title deed T14596/2022
- v) Portion 90 of the Farm Magut No. 818 Registration Division HU Province of KwaZulu-Natal measuring 1066,4238 (One Thousand and Sixty-six Comma Four Two Three Eight) hectares in extent and held under title deed T14596/2022
- w) Portion 3 (of 2) of the Farm Goedvertrouw No. 592 Registration Division HU Province of KwaZulu-Natal measuring 396,0397 (Three Hundred and Ninety-six Comma Zero Three Nine Seven) hectares in extent and held under title deed T14596/2022
- x) Remainder of Portion 1 of the Farm Morgenzon No. 117 Registration Division HU Province of KwaZulu-Natal measuring 548,0642 (Five Hundred and Forty-eight Comma Zero Six Four Two) hectares in extent and held under title deed T14596/2022
- y) Remainder of Portion 4 of the Farm Morgenzon No. 117 Registration Division HU Province of KwaZulu-Natal measuring 917,3902 (Nine Hundred and Seventeen Comma Three Nine Zero Two) hectares in extent and held under title deed T14596/2022
- z) Portion 2 of the Farm Wonderboom No. 500 Registration Division HU Province of KwaZulu-Natal measuring 263,6655 (Two Hundred and Sixty-three Comma Six Six Five Five) hectares in extent and held under title deed T14596/2022

PROVINCIAL NOTICE 528 OF 2023

KWAZULU-NATAL DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

DECLARATION OF THE ZIMANGA PRIVATE GAME RESERVE IN TERMS OF SECTION 23(1) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003

I, Siboniso Armstrong Duma, in my capacity as Member of the KwaZulu-Natal Provincial Executive Council for Economic Development, Tourism and Environmental Affairs, and under powers vested in me by section 23(1) of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) ("the Act"), hereby declare that

- (a) subsequent to consultation with the relevant parties as contemplated in section 32(2) of the Act;
- (b) subsequent to the publication of Notice Number 280 of 11 August 2022 in Provincial Gazette 2438, and an advert in two national newspapers, in which my intention to declare the Zimanga Private Game Reserve was duly published in accordance with the requirements of section 33(1) of the Act;
- (c) subsequent to an agreement being concluded with the landowner in accordance with section 28(3) of the Act; and
- (d) with effect from the date of publication of this Notice,

the properties described in the Schedule hereto are a Nature Reserve, known as the Zimanga Private Game Reserve, as contemplated in sections 23(1)(a)(i) and section 23(1)(b) of the Act.

Given under my hand at **DURBAN** this 21st day of May, Two Thousand and Twenty-three



Mr. S.A. Duma, MPL
Member of the KwaZulu-Natal Executive Council
responsible for Environmental Affairs

SCHEDULE

Name of the protected area (section 23(1)(b) of the National Environmental Management: Protected Areas Act (No. 57 of 2003): the **Zimanga Private Game Reserve**

Category of protected area (section 23(1)(i) of the National Environmental Management: Protected Areas Act (No. 57 of 2003): **Nature Reserve**

Description of properties or parts thereof comprising the Zimanga Private Game Reserve:

The extent of the nature reserve is shown in a separate surveyed SG Diagrams (SG No.110/2023 and SG No. 821/2018) annexed hereto (Annexure A and Annexure B), with the parts of the properties proposed to be declared measuring in extent 6110,947 hectares, framed for the purposes of declaring a Nature Reserve over and relating to the following properties or parts thereof:

- a) A part of the Remainder of the Farm Isleworth No. 772, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 400,0817 hectares of the property's total 562,6856 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram SV 569 F8 (Listed at Item 1 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- b) A part of the Remainder of the Farm Mooiplaats No. 606, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent, 1048,8144 hectares of the property's total 1118,2991 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram VRY 348 (Listed at Item 2 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- c) A part of the Remainder of the Farm Morgenstond No. 598, Registration Division HV, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 237,3873 hectares of the property's total 1105,3326 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram VRY 347 (Listed at Item 3 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- d) A part of the Farm Warrick No. 13436, Registration Division HV, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 135,5020 hectares of the property's total 411,1610 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram SV 583 F58 (Listed at Item 4 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- e) A part of the Remainder of the Farm Blackie No. 13435, Registration Division HV, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 28,2808 hectares of the property's total 412,7260 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram SV 583 F59 (Listed at Item 5 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');

- f) A part of the Remainder of the Farm Clerkness No. 13459, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 810,0118 hectares of the property's total 870,2084 hectares, held by Deed of Transfer No. T6527/1999 and shown in SG Diagram No. 1395/1941 (Listed at Item 6 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- g) A part of Portion 2 of the Farm Clerkness No. 13459, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 319,1643 hectares of the property's total 321,3427 hectares, held by Deed of Transfer No. T6527/1999 and shown in SG Diagram No. 7066/1955. (Listed at Item 7 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- h) A part of Portion 3 of the Farm Clerkness No. 13459, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 195,0791 hectares of the property's total 307,5918 hectares, held by Deed of Transfer No. T6527/1999 and shown in SG Diagram No. 1040/1956 (Listed at Item 8 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- i) A part of the Farm Alkmaar No. 13434, Registration Division HV, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 127,7378 hectares of the property's total 416,6343 hectares, held by Deed of Transfer No. T6527/1999 and shown in vide diagram SV 583 F47. (Listed at Item 9 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- j) A part of the Remainder of the Farm Doornhoek No. 227, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 2142, 7198 hectares of the property's total 2181,1947 hectares, held by Deed of Transfer No. T65624/2001 and shown in vide diagram VRY 325 (Listed at Item 10 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- k) A part of the Farm Soetveld No. 775, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 12,0370 hectares of the property's total 1251,1769 hectares, held by Deed of Transfer No. T6825/2003 and shown in SG Diagram No. 4879/1954 (Listed at Item 11 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A');
- l) A part of the Remainder of Portion 1 of the Farm Ongeluk No. 622, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 0,0794 hectares of the property's total 144,6681 hectares, held by Deed of Transfer No. T6824/2003 and shown in SG Diagram No. 1346/1943 (Listed at Item 12 of the Schedule of Properties to the Proclamation Diagram at Annexure 'A'); and
- m) A part of the Farm Soetveld No. 775, Registration Division HU, Province of KwaZulu-Natal, with the part forming the Nature Reserve measuring in extent 654,0515 hectares of the property's total 1251,1769 hectares, held by Deed of Transfer No. T1874/957 and shown in SG Diagram No. 4879/1954 (Listed on the Declaration Diagram at Annexure 'B').

Schedule of Properties (as per S.G. Diagram No. 821/2018):

- The figure A B C g V3 U3 T3 S3 R3 G4 F4 E4 D4 L3 h Q3 represents a part of the Remainder of the farm Isleworth No. 772, vide diagram SV 569 F8 and deed of transfer No. 94/1951 - HU
- The figure g j m North Bank of Mkuze River n L3 D4 C4 B4 A4 Z3 Y3 X3 W3 V3 represents a part of the Remainder of the farm Mooiplaats No. 606, vide diagram VRY 348 and deed of Grant dated 2.7.1888 (No. 606/1888) -HU
- The figure j D E F G H J K d North Bank of Mkuze River m represents a part of the Remainder of the farm Morgenstond No. 598, vide diagram VRY 347 and deed of Grant dated 22.12.1885 (No. 598/1885) – HU
- The figure m1 South Bank of Mkuze River n1 q1 V W X Y Z A1 B1 C1 D1 E1 F1 G1 H1 J1 K1 L1 M1 N1 represents the farm Warrick No. 13436, vide diagram SV 583 F58 and deed of Grant No. 63/1947 – HV
- The figure n1 South Bank of the Mkuze River e L M N P Q R S T U q1 represents the Remainder of the farm Blackie No. 13425, vide diagram SV 583 F59 and deed Grant No. 63/1947 – HV
- The figure q South of the Mkuze River y a1 b1 d1 e1 J2 K2 L2 M2 f1 g1 h1 Y2 Z2 A3 B3 C3 D3 E3 F3 t r represents a part of the Remainder of the farm Clerkness No. 13459, vide diagram SG No. 1395/1941 and deed of Grant No. 84/1947 – HU
- The figure f South Bank of the Mkuze River q r t represents Portion 2 of the farm Clerkness no. 13459, vide diagram SG No. 7066/1955 and deed of transfer No. 8187/1956 – HU
- The figure m1 N1 P1 Q1 R1 S1 T1 U1 V1 W1 X1 Z1 A2 B2 C2 D2 E2 F2 G2 H2 J2 e11 d1 b1 a1 y South Bank of Mkuze River represents a part of Portion 3 of the farm Clerkness No. 13459, vide diagram SG No. 1040/1956 and deed of transfer No. 8188/1956 – HU
- The figure f1 N2 P2 Q2 R2 S2 T2 U2 V2 W2 X2 h1 g1 represents a part of the farm Alkmaar No. 13434, vide diagram SV 583 F47 and deed of Grant No. 63/1947 – HV
- The figure K3 m1 b2 a2 y1 t1 r1 North Bank of Mkuze River b J3 represents the farm Doornhoek No. 227, vide diagram VRY 325 and deed of Grant dated 21.12.1885 (No. 227/1889) – HU
- The figure d2 e2 L3 M3 and f2 L3 n North Bank of Mkuze River r1 t1 y1 a2 b2 represents parts of the farm Soetveld No. 775, vide diagram SG No. 4879/1954 and deed of transfer No. T1874/1957 – HU
- The figure h e2 d2 N3 P3 represents a part of the Remainder of Portion 1 of the farm Ongeluk No. 622, vide diagram SG No. 1346/1943 and deed of transfer No. T12667/1948 - HU

ANNEXURE B

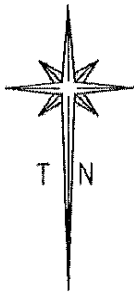
Proclamation Diagram

Sheet 1 of 2 sheets

	SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 31° X		S.G. No. 110/2023 Accepted <i>S. Piabati</i> for Surveyor-General 2023 -03- 24
		Constants:		± 0,00	+3 000 000,00
AB	1 455,28	290 58 10	A	-91 812,69	+47 897,33
BC	704,41	289 58 00	B	-93 171,60	+48 418,14
CD	92,62	302 56 00	C	-93 833,67	+48 658,67
DE	261,36	245 34 00	D	-93 911,41	+48 709,02
EF	268,54	269 45 30	E	-94 149,36	+48 600,92
FG	302,24	286 05 20	F	-94 417,90	+48 599,79
GH	345,95	19 25 50	G	-94 708,30	+48 683,55
HJ	62,29	335 05 00	H	-94 593,22	+49 009,79
JK	76,50	279 44 50	J	-94 619,46	+49 066,29
KL	41,63	358 36 40	K	-94 694,86	+49 079,24
LM	586,75	9 53 20	L	-94 695,87	+49 120,86
MN	149,93	357 58 10	M	-94 595,09	+49 698,89
NP	275,06	1 46 50	N	-94 600,41	+49 848,72
PQ	83,14	328 49 40	P	-94 591,85	+50 123,65
QR	301,14	311 11 40	Q	-94 634,89	+50 194,79
RS	460,72	27 36 10	R	-94 861,49	+50 393,13
ST	3 758,24	106 07 14	S	-94 648,03	+50 801,41
TU	1 909,52	202 38 22	T	-91 037,56	+49 757,91
UA	106,07	202 12 50	U	-91 772,59	+47 995,53
		DS 2732 Majozini 12	Δ	-100 399,37	+42 345,65
		DS 2731 Eda 47	Δ	-85 834,33	+46 617,58
<u>Description of Beacons</u>					
A, D, E, F, G, H, J, K, L, M, N, P, Q, R : Wooden fence post					
B, C : Steel fence post					
T : 20mm Iron peg					
U : Theoretical					
S : Iron Rail Section					
The figure ABCDEFGHIJKLMNPQRSTU represents 654,0515 hectares being					
<u>ZIMANGA NATURE RESERVE EXTENSION</u>					
Situating on a part of the farm Soetveld No. 775 vide diagram S.G No. 4879/1954 and Deed of Transfer No. T1874/1957 uPhongolo Local Municipality Registration Division - HU Province of KwaZulu-Natal					
Framed for the purpose of Proclaiming a Nature Reserve in terms of Section 23(1) of the Environmental Management Protected Areas Act 57 of 2003					
Surveyed in January 2023 by me <i>S.E. Lauterbach</i> S.E. Lauterbach (GPr LS0336) Professional Land Surveyor					
This diagram is annexed to		The original diagram is		File : M284 VOL.2	
No.		S.G. No. :		S.R. : 46/2003	
Registrar of Deeds Pietermaritzburg		/		Comp. : HUSE	

Proclamation Diagram

Sheet 2 of 2 sheets



Scale 1:35 000

S.G. No.
110/2023

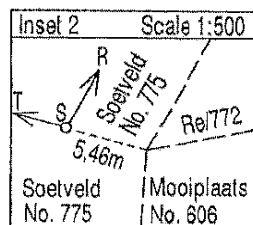
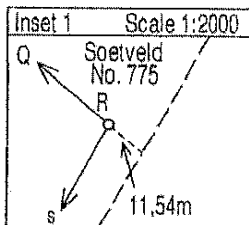
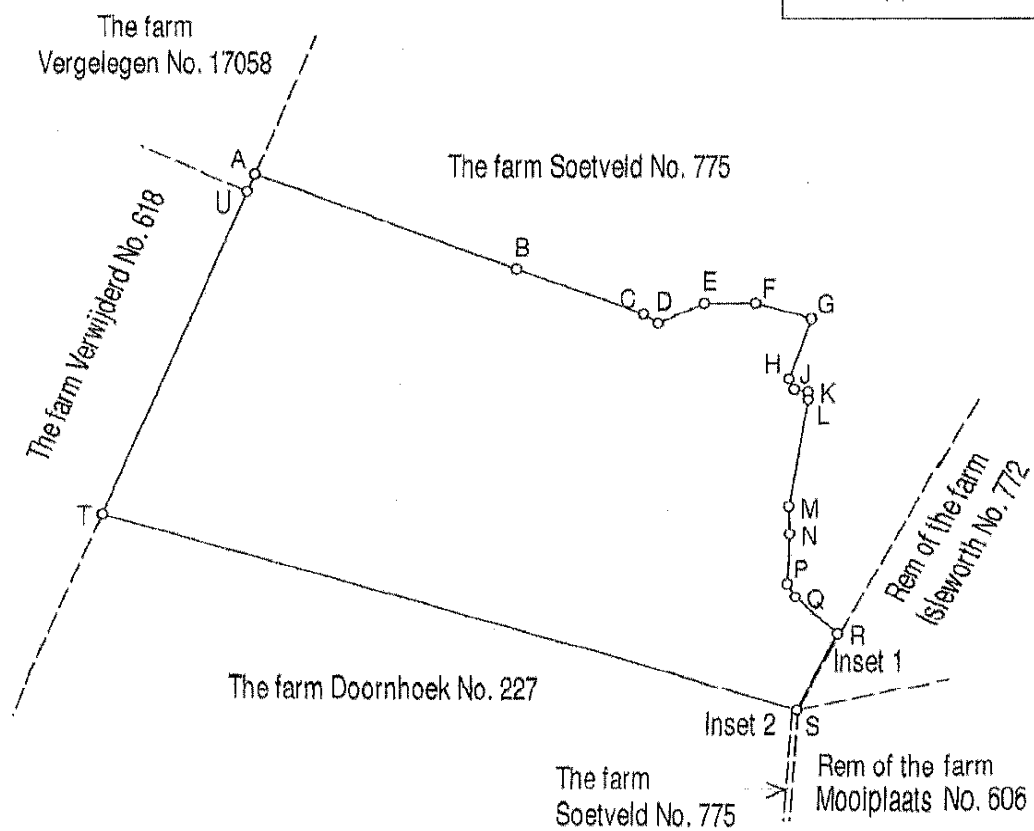
Accepted

S. Prakashli
for
Surveyor-General

2023-03-24

Act 57/2003

Sec. 23(1)



Surveyed in January 2023 by me

S.E. Lauterbach
S.E. Lauterbach (GPr LS0336)
Professional Land Surveyor

PROVINCIAL NOTICE 529 OF 2023**KWAZULU-NATAL DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS****CONSULTATION PROCESS IN TERMS OF SECTION 33(1) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 – NOTICE OF INTENTION TO DECLARE THE INKONJANE NATURE RESERVE**

I, Siboniso Armstrong Duma, in my capacity as Member of the KwaZulu-Natal Executive Council for Economic Development, Tourism and Environmental Affairs, and in terms of section 33(1) of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) hereby –

- (1) give notice of my intention to declare the properties described in the Schedule hereunder, as a Nature Reserve as contemplated in terms of section 23(1) of the National Environmental Management: Protected Areas Act, 2003, to be named the Inkonjane Nature Reserve; and
- (2) invite members of the public to submit written representations on, or objections to, the proposed declaration of the above-mentioned Inkonjane Nature Reserve, as well as any comments on the draft Management Plan of the Inkonjane Nature Reserve, within 60 days of the publication of this notice: Provided that –
 - (a) the Draft Management Plan may be viewed at the Offices of Ezemvelo KZN Wildlife at Queen Elizabeth Park, Pietermaritzburg, 3201, or on <http://www.kznwildlife.com/conservation.html#location>; and
 - (b) written submissions must be lodged:
 - (i) in HARD COPY to The MEC for Economic Development, Tourism and Environmental Affairs, 270 Jabu Ndlovu Street, Pietermaritzburg, 3201, For Attention: The Chief Directorate: Environmental Management; or
 - (ii) in PDF Format via e-mail to: biodiversitydeclarations@kznedtea.gov.za.

Given under my hand at Durban on this 06 day of July 2023



MR. S.A. DUMA, MPL

Member of the KwaZulu-Natal Executive Council responsible for Environmental Affairs

SCHEDULE

Name: Inkonjane Nature Reserve

Protected area type: Nature Reserve

The following properties are proposed to be declared as the Inkonjane Nature Reserve –

Portion 1 of the Farm Mount Shannon No.1816 Registration Division FS, Province of Kwazulu-Natal in Extent One Hundred and Eight One Comma Six Five Three Three (181, 6533) Hectares. Held by Deed of Transfer Number: T 24748/2001

PROVINCIAL NOTICE 530 OF 2023

MN 2023

**BYLAWS RELATING TO
Credit Control and Debt
Collection**

KWADUKUZA MUNICIPALITY**BYLAWS RELATING TO CREDIT CONTROL AND DEBT COLLECTION**

The KwaDukuza Municipality, acting under the authority of section 156 (2) of the Constitution of the Republic of South Africa Act 1996 (Act 108 of 1996) read with section 11 and section 98 of the Local Government: Municipal System Act, 2000 (Act No.32 of 2000), hereby publishes Credit Control and Debt Collection Bylaws which bylaws come into effect on date of promulgation as of/from the issue of this gazette.

CHAPTER 1**DEFINITIONS**

For the purpose of these bylaws, any word or expressions to which a meaning has been assigned in the Act shall bear the same meaning in these bylaws and unless the context indicates otherwise: -

“account”	means any account rendered for municipal services, sundry charges, housing services and rates.
“Act”	means the Local Government: Municipal System Act, 2000 (Act No. 32 of 2000, as amended from time to time;
“actual consumption”	means the measured consumption of any customer.
“administration charges”	A fee charged on the capital rates then in arrears as determined by council from time to time;
“agreement”	means the contractual relationship between the municipality or its authorized agent and a customer, whether written or deemed;

“applicable charges”	means the rate, charge, tariff, flat rate, or subsidy determined by the council;
“area of supply”	means any area within or partly within the area of jurisdiction of the municipality or such other areas where the service is requested;
“arrangement”	means written agreement entered into between the Council and the debtor where specific repayment parameters are agreed;
“arrears”	means any amount due, owing and payable by a customer to the Municipality in respect of municipal services, sundry charges, housing service and rates not paid by due date;
“applicable charges”	means the rate, charge, tariff, flat rate, or subsidy determined by the Municipality;
“authorized agent”	means: - (a) any person authorized by the municipality to perform any act, function or duty in terms of, or exercise any power under these bylaws, and/or (b) any person to whom the municipality has delegated the performance of certain rights, duties and obligations in respect of providing revenue services; and/or (c) any person appointed by the municipality in terms of a written contract or a service provider to provide revenue services to customers on its behalf, to the extent authorized in such contract;

“average consumption”	means the average consumption of a customer of a municipal service during a specific period, which consumption is calculated by dividing the customer’s total measured consumption of that municipal service over the preceding six months by six;
“credit control and debt collection policy”	means the policy as adopted by the Municipality for the credit control and debt collections of the municipality as amended from time by the municipality.
Credit control:	means all functions and processes relating to the collection of monies due to the municipality
“Chief Financial Officer”	means a person employed by the Municipality as its Chief Financial Officer;
“Commercial customer”	means any customer other than household and indigent customers, including without limitation, business, government and institutional customers;
“Connection”	means the point at which a customer gains access to municipal services;
“Consolidated Bill”	A monthly bill reflecting all monies due to the Municipality in terms of Section 102 of the Act for electricity, refuse rates, vat and sundry charges;
“councillor”	means a person as defined in terms of the Act;
“customer”	means a person or owner with whom the municipality or its authorized agent has concluded an agreement or has an account with the Municipality;

“Debtor”	means any person indebted to the Municipality.
“Defaulter”	means any customer or ratepayer in arrears.
“Deposit”	means an amount required as security to be determined by the Municipality.
“Due date”	means: (i) <u>Monthly</u> The monthly date on which all accounts become due and payable which date shall be within 30 days after the date of the account during normal cashier hours. (ii) <u>Annual</u> Where the owner has entered into an agreement with the Municipality to pay property rates annually, the due date shall be a date to be determined by the Municipality.
“emergency situation”	means any situation that if allowed to continue poses a risk or potential risk to the financial viability or sustainability of the municipality or a specific municipal service;
“estimated consumption”	means the deemed consumption by a customer whose consumption is not measured during a specific period, which estimated consumption is rationally determined taking into account at least the consumption of municipal services for a specific level of service during a specific period in the area of supply of the municipality or its authorised agent;
“household customer”	means a customer that occupies or owns a dwelling, structure or property primarily for residential purposes;

“household”	means a traditional family unit consisting of a combination of persons over the age of eighteen and persons eighteen years and younger) living together as a family unit;
“housing services”	means any rental (rates if applicable), instalment, administration charges, insurance premiums and housing interest.
“illegal connection”	means a connection to any system through which municipal services are provided which is not authorised or approved by the municipality or its authorised agent;
“indigent customer”	means a household customer qualifying and registered with the municipality as an indigent;
“interest/penalties” fees	means a charge with the same legal authority as service and calculated at a rate determined by Council from time to time on all arrear accounts (capital only);
“MFMA” 2003;	means the Municipal Finance Management Act No 56 of
“municipal area”	means the geographical area of the KwaDukuza Municipality as determined by the demarcation board in terms of the Demarcation Act No ;
“Municipality or Council”	means the KwaDukuza Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act 32 of 2000);

- “Municipal Manager” Means the person appointed by the municipality as the manager of the municipality in terms of section 55, section 56 and section 57 of the Municipal Systems Act read with Section 82 of the Local Government Municipal Structures Act 1998 (Act No. 117 of 1998) and includes any person:
- (a) acting in such position; and
 - (b) to whom the municipal manager has delegated a power, function or duty in respect of such a delegated power, function or duty.
- “municipal service” means services provided by the municipality or its authorised agent, including refuse removal and electricity services;
- “Municipal Clearance Certificate” Means a certificate issued by the Municipality in terms of Section 118 of the Municipal Systems Act, which certifies that all amounts that became due in connection with the property for municipal service fees, surcharge on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate have been fully paid. The certificate issued will be valid for a period of 60 days from date of issue.
- “occupier” includes any person in actual occupation of the land or premises without regard to the title under which he occupies, and, in the case of premises sub-divided and let to lodgers or various tenants, shall include the person receiving the rent payable by lodgers or tenants whether for his own account or as an agent for any person entitled thereto or interested therein.

“owner”

means: -

- (a) the person in whom from time to time is vested the legal title to immovable property.
- (b) in a case where the person in whom the legal title to immovable property is vested is insolvent or deceased, or is under any form of legal disability whatsoever, the person in whom the administration and control of such premises is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative;
- (c) in any case where the municipality or its authorised agent is unable to determine the identity of such person, a person who is entitled to the benefit of the use of such immovable property or buildings thereon
- (d) in the case of premises for which a lease agreement of 30 years or longer has been entered into with the lessee thereof;
- (e) in relation to: -
 - (i) a piece of land delineated on a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), the developer or the body corporate in respect of the common property; or
 - (ii) a section as defined in the Sectional Titles Act, 1986 (Act No. 95 of 1986), the person in whose name such section is registered

PAGE 8

under a sectional title deed and includes the lawfully appointed agent of such a person;

or

(iii) a 'Home Owners Association', which includes all members of the Association;

(f) the Ingonyama Trust, where the land is vested in the Trust by virtue of the provisions of the Ingonyama Trust Act No 3 of 1994 and the Ingonyama Trust Amendment Act, 9 of 1997

(g) any legal person including but not limited to:

(i) a company registered in terms of the Companies Act, (Act 61 of 1973), a trust, a close corporation registered in terms of Close Corporation Act, (Act 69 of 1984) a voluntary association and any department of State.

(ii) any Council or Board established in terms of any legislation applicable to the Republic of South Africa;

(iii) any Embassy or other foreign entity.

"person"

means any natural person, local government body or like authority, a company or close corporation incorporated under any law, body of persons whether incorporated or not, a statutory body, public utility body, voluntary association or trust;

- “public notice” means publication in an appropriate medium that may include one or more of the following: -
- (a) publication of a notice, in an official language determined by the Municipality in the local newspaper or newspapers in the area of the municipality; or in the newspaper or newspapers circulating in the area of the municipality determined by the Municipality as a newspaper on record; or by means of radio broadcast covering the area of the municipality; or displaying a notice at appropriate offices and pay-points of the municipality or its authorised agent, or
 - (b) communication with customers through public meetings, on municipal website, electronic communication and ward committee meetings;
- “Rates” means : municipal tax levied on the valuation of property. The rate is expressed as cents in the rand.
- “Rates Act” means Municipal Property Rates Act 6 of 2004.
- “Ratepayer” means a person who is liable to the Municipality for the payment of:
- (a) Rates on the property within the Municipal area
 - (b) Any other tax, duty, or levy imposed by the Municipality
and/or

(c) Fees for the services provided either by the Municipality or in terms of a service delivery agreement,

“Resident”	means a person who ordinarily resides in the Municipal area.
“Service Authority”	means the power of a Municipality to regulate the provision of a municipal service by a service provider.
“Service Delivery Agreement”	means an agreement between a Municipality and an institution or person mentioned in Section 76(b) of the Act, in terms of which a municipal service is provided by that institution or person, either for its own account or on behalf of the Municipality.
“Service provider”	means a person or institution or any combination of persons and institutions which provide a municipal service;
“Service Utility”	means a municipal entity established in terms of Section 86B of the Act
“social housing tenant”	means any person letting / leasing any residential premises from any public legal body for less than a full rack rental or letting / leasing residential premises from a private person and receiving from the National / Provincial Government a subsidy or other amount to empower the tenant to pay the full rack rental.
“Staff”	means the employees of the municipality, including the municipal manager.
“Sundry charges”	means any charge excluding a municipal service, housing service and rates.

“supply zone”	means an area, determined by the municipality or its authorized agent, within which all customers are provided with service from the same bulk supply connection;
“Tampering”	Means the unauthorised reconnection of a supply that has been disconnected for non-payment, the interference with the supply mains or bypassing of the metering equipment to obtain an un-metered service;
“unauthorised services”	means receipt, use or consumption of any municipal service which is not in terms of an agreement, or authorised approval by the municipality or its authorised agent.
“Vat”	means a charge legislated in terms of the Vat Act No. 89 of 1991 as amended.

CHAPTER 2

PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS

PART 1: APPLICATION FOR MUNICIPAL SERVICES

2.1. APPLICATION AND REGISTRATION FOR SERVICES

- 2.1.1 No person shall be entitled to a municipal service unless such person has made application on the prescribed form, annexed hereto, and such application has been approved by the Municipality.

- 2.1.2. If, at the commencement of these bylaws or at any other time, municipal services are provided and received and no written agreement exist in respect of such services, it shall be deemed that: -
- (a) An agreement exists; and
 - (b) The level of services provided to that customer are the level of services elected, until such time as the customer enters into an agreement.
- 2.1.3. The applicant shall be obliged to furnish all documents required by the Municipality in terms of the credit control policy in order to register such person on the municipality's data base as a customer.
- 2.1.4. Persons who fail to register for services and who illegally benefits from services shall be subjected to punitive measures or such civil or criminal sanction as the municipality deems appropriate in terms of Section 53 of the Bylaws.
- 2.1.5. The municipality or its authorised agent shall only be obliged to provide a specific level of service requested if such service is currently being provided, provided that the municipality or its authorised agent has the resources and capacity to provide such level of service.
- 2.1.6. A customer may at any time apply to alter the level of services as elected in terms of the agreement entered into, provided that such level of service is available and that any costs and expenditure associated with altering the level of services is paid by the customer.
- 2.1.7. An application for services submitted by a customer and approved by the municipality or its authorised agent shall constitute an agreement between the municipality or its authorised agent and the customer, and such agreement shall take effect on the date referred to or stipulated in such agreement.

- 2.1.8. In completing an application form for municipal services the municipality or its authorised agent will ensure that the document and the process of interaction with the owner, customer or any other person making such an application are understood by that owner, customer or other person and advise him or her of the option to register as an indigent customer.
- 2.1.9. In the case of illiterate or similarly disadvantaged persons, the municipality or its authorised agent must take reasonable steps to ensure that the person is aware of and understands the contents of the application form and shall assist him or her in completing such form.
- 2.1.10. Municipal services rendered to a customer is subject to the provisions of these bylaws, any other applicable bylaws and or related policies of the municipality and conditions contained in the agreement signed by such person.
- 2.1.11. If the municipality or its authorised agent: -
- (a) refuse an application for the provision of municipal services or a specific service or level of service.
 - (b) is unable to render such municipal services or a specific service or level on the date requested for such provision to commence; or
 - (c) is unable to render such municipal services or a specific service or level of services,

the municipality or its authorised agent shall, within fourteen (14) days, inform the customer of such refusal and/or inability, the reasons therefore and, if applicable, when the municipality or its authorised agent will be able to provide such municipal services or a specific service or level of service.

2.2.. APPLICATION FOR ELECTRICITY SERVICES (CONVENTIONAL METERS)

- 2.2.1 The Municipality shall whenever possible, combine any separate accounts of persons, who are owners and consumers that are liable for payment to the municipality, into one consolidated account.
- 2.2.2 All new application for services will only be accepted from the owner and will be linked to the rates accounts or name of the owner and not deemed a separate account, except for a block of flats where separate individual units accounts shall be opened under the name of the owner.
- 2.2.3 No application or amendment to the customer database can be processed unless legal documentation acceptable to the Chief Financial Officer or in his absence the Director Revenue has been produced in each instance;
- 2.2.4. With respect to a residential application, the owner of the property shall submit the following documents:
- i. Certified copy of identity document or passport;
 - ii. A letter from the transferring attorney confirming ownership or a copy of the Title Deed; and
 - iii. Ratable details or rate number of the property, if available.
 - iv. Proof of salary/income/bank statement
- 2.2.5 With respect to a commercial application the following documents must be produced:
- i. The Certificate of Registration or incorporation of the Company, CC, Trust, or Partnership or Sectional Title (Body Corporate).

- ii Certified copy of the identity document or passport of one of the directors, members, trustees or owner in the case of a sole proprietor, who would open an account.
- lii The names, identity number, cellphone numbers, physical and postal addresses, email addresses and any other particulars of all the Directors or members or Trustees or Proprietors or Partners, as may be prescribed.
- iii Letters of authority in the case of a partnership or sole proprietor.
- iv. Personal sureties from one or more of the Directors / Members of a Company / CC / Trust or Partnership
- v. VAT registration numbers if applicable
- vi. Landlords consent / lease agreement / agents mandate between landlord / agent
- vii. In the event of the company leasing the property a letter from the owner giving consent to the tenant to apply for Municipal services.'
- v. All information furnished shall be verified by the municipality at any or all data information institutions, credit information, bureaus and any financial institutions as may be deemed necessary by the municipality in determining a person's creditworthiness or for any other reason as determined by the CFO.
- vi. The Municipality has a right to conduct a full credit check of any person who is or will become subject to this policy or any other policy of the municipality.

- 2.2.6. Customers who fail to apply and who illegally consume services will be subjected to punitive measures or such civil or criminal action as the Municipality deems appropriate in terms of Section 53 of the KwaDukuza Municipality Bylaws relating to Credit Control and Debt Collection.
- 2.2.7 Outstanding debt on the property, must be settled in full or before the new customer is registered.
- 2.2.8 New applications for services from customers who are in arrears with any other municipal accounts shall not be approved unless the arrears have been settled in full.
- 2.2.9 Any application for any supply of services to any premises must be made at least four working days prior to the service being required, in the prescribed format, and must comply with the conditions as determined by the Municipal Manager or his or her delegate from time to time.
- 2.2.10 No services shall be supplied unless and until application has been made by the owner and a service agreement in the prescribed format has been entered into and the deposit has been paid.
- 2.2.11 The municipality may require of an applicant to submit information and documentary proof so as to enable it to bring its records up to date and to assess the creditworthiness of the applicant and may require such information to be provided on oath.
- 2.2.12 The Chief Financial Officer or in his absence the Director Revenue or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue shall be authorized to vary the requirements of the application for a prepaid and conventional electricity meter, at his discretion.

2.2.. APPLICATION FOR ELECTRICITY SERVICES (CONVENTIONAL METERS)

- 2.2.1 The Municipality shall whenever possible, combine any separate accounts of persons, who are owners and consumers that are liable for payment to the municipality, into one consolidated account.
- 2.2.2 All new application for services will only be accepted from the owner and will be linked to the rates accounts or name of the owner and not deemed a separate account, except for a block of flats where separate individual units accounts shall be opened under the name of the owner.
- 2.2.3 No application or amendment to the customer database can be processed unless legal documentation acceptable to the Chief Financial Officer or in his absence the Director Revenue has been produced in each instance;
- 2.2.4. With respect to a residential application, the owner of the property shall submit the following documents:
- i. Certified copy of identity document or passport;
 - ii. A letter from the transferring attorney confirming ownership or a copy of the Title Deed; and
 - vii. Ratable details or rate number of the property, if available.
 - viii. Proof of salary/income/bank statement
- 2.2.5 With respect to a commercial application the following documents must be produced:
- i. The Certificate of Registration or incorporation of the Company, CC, Trust, or Partnership or Sectional Title (Body Corporate).

- ii Certified copy of the identity document or passport of one of the directors, members, trustees or owner in the case of a sole proprietor, who would open an account.
- lii The names, identity number, cellphone numbers, physical and postal addresses, email addresses and any other particulars of all the Directors or members or Trustees or Proprietors or Partners, as may be prescribed.
- iii Letters of authority in the case of a partnership or sole proprietor.
- iv. Personal sureties from one or more of the Directors / Members of a Company / CC / Trust or Partnership
- v. VAT registration numbers if applicable
- vi. Landlords consent / lease agreement / agents mandate between landlord / agent
- vii. In the event of the company leasing the property a letter from the owner giving consent to the tenant to apply for Municipal services.'
- ix. All information furnished shall be verified by the municipality at any or all data information institutions, credit information, bureaus and any financial institutions as may be deemed necessary by the municipality in determining a person's creditworthiness or for any other reason as determined by the CFO.
- x. The Municipality has a right to conduct a full credit check of any person who is or will become subject to this policy or any other policy of the municipality.

- 2.2.6. Customers who fail to apply and who illegally consume services will be subjected to punitive measures or such civil or criminal action as the Municipality deems appropriate in terms of Section 53 of the KwaDukuza Municipality Bylaws relating to Credit Control and Debt Collection.
- 2.2.7 Outstanding debt on the property, must be settled in full or before the new customer is registered.
- 2.2.8 New applications for services from customers who are in arrears with any other municipal accounts shall not be approved unless the arrears have been settled in full.
- 2.2.9 Any application for any supply of services to any premises must be made at least four working days prior to the service being required, in the prescribed format, and must comply with the conditions as determined by the Municipal Manager or his or her delegate from time to time.
- 2.2.10 No services shall be supplied unless and until application has been made by the owner and a service agreement in the prescribed format has been entered into and the deposit has been paid.
- 2.2.11 The municipality may require of an applicant to submit information and documentary proof so as to enable it to bring its records up to date and to assess the creditworthiness of the applicant and may require such information to be provided on oath.

3. SPECIAL AGREEMENTS FOR MUNICIPAL SERVICES

The municipality or its authorized agent may enter into a special agreement for the provision of municipal services with an applicant: -

- 3.1. within the area of supply; if the services applied for necessitates the imposition of conditions not contained in the prescribed form or these bylaws;
- 3.2. receiving subsidized services ; and
- 3.3. if the premises to receive such services is situated outside the area of supply, provided that the municipality having jurisdiction over the premises has no objection to such special agreement. The obligation is on the customer to advise the municipality having jurisdiction of such special agreement.

4. CHANGE IN PURPOSE FOR WHICH MUNICIPAL SERVICES ARE USED

Where the purpose for or extent to which any municipal service used is changed, the onus and obligation is on the customer to advise the municipality or its authorized agent of such change and to enter into a new agreement with the municipality or its authorized agent.

PART 2 APPLICABLE CHARGES

5. APPLICABLE CHARGES FOR MUNICIPAL SERVICES

- 5.1. All applicable charges in respect of municipal services, including but not limited to the payment of connection charges, fixed charges or any additional charges or interest will be set by the Municipality in accordance with: -
 - (a) Its tariff of charges;
 - (b) Its credit control and debt collection policy and any other applicable policy;

- (c) Any bylaws in respect thereof; and
- (d) Any regulations in terms of national or provincial legislation.

5.2. Applicable charges may differ between different categories of customers, users of services, types and levels of service, quantities of service, infrastructure requirements and geographical areas.

6. AVAILABILITY CHARGES FOR MUNICIPAL SERVICES

The Municipality shall as prescribed in the tariff of charges, for municipal services, levy a monthly fixed charge, annual fixed charge or once-off fixed charge where such services are not consumed.

7. SUBSIDISED SERVICES

- 7.1. The Municipality may, from time to time, and in accordance with National Policy, but subject to principles of sustainability and affordability, by public notice, implement subsidies for a basic level of municipal service.
- 7.2. The Municipality may, in implementing subsidies, differentiate between types of household customers, types and levels of services, quantities of services, geographical areas and socio-economic areas.
- 7.3. Public notice in terms of subsection (1) must contain at least the following details applicable to a specific subsidy;
- (a) Household customers who will benefit from the subsidy.
 - (b) The type, level and quantity of municipal service that will be subsidized.
 - (c) The area within which the subsidy will apply.

- (d) The rate (indicating the level of subsidy).
 - (e) The method of implementing the subsidy.
 - (f) Any special terms and conditions which will apply to the subsidy.
- 7.4. If a household customer's consumption or use of a municipal service is: -
- (a) Less than the subsidized service, the unused portion may not be accrued by the customer and will not entitle the customer to cash or a rebate in respect of the unused portion; and
 - (b) In excess of the subsidized service, the customer will be obliged to pay for such excess consumption at the applicable rate.
- 7.5. A subsidy implemented in terms of subsection (1) may at any time, be withdrawn or altered in the sole discretion of the Municipality, after: -
- (a) Service of notice as contemplated in Section 115 of the Act on the person affected by the Municipality's intention to consider such withdrawal or alteration; and
 - (b) Consideration by the Municipality of any comments or request received from the person affected.
- 7.6. Commercial customers shall not qualify for subsidized services.
- 7.7. Subsidized services shall be funded from the portion of revenue raised nationally which is allocated to the municipality and if such funding is insufficient the services may be funded from revenue raised through rates, fees and charges in respect of municipal services.

8. AUTHORITY TO RECOVER ADDITIONAL COSTS AND FEES

The municipality or its authorized agent has the authority to, in consultation with the Municipality's authorized officials, notwithstanding the provisions of any other sections contained in these bylaws, to recover any additional costs incurred in respect of implementing these bylaws against the account of the customer, including but not limited to: -

- 8.1 All legal costs based on the prescribed fees as set out in the Schedule of the Magistrate Court Act (32 of 1944) and the Rules of the Supreme Court are the maximum fees that COUNCIL will pay an attorney/authorized agent for his/her services. The Municipality's authorized agent will not demand rates exceeding the prescribed rates.
- 8.2 In the event of legal services being rendered which falls outside the scope of tariff, the Municipality's authorized agent dealing with the matter shall negotiate a reasonable fee with the Municipality.
- 8.3 All collections due and payable by the debtor shall be paid directly into the Municipal Account as directed by the Municipal authorized agent/ attorney and no Municipal agent/ attorney is authorized to collect any monies on behalf of the Municipality.

PART 3: PAYMENT**9. PAYMENT OF DEPOSIT**

- 9.1 The municipality may from time to time, determine different deposits for different categories of customers uses of services, debtors, and different standards of services, which different deposits, shall be recorded and

amended from time to time in the Credit Control and Debt Collection Policy of the municipality.

- 9.2. A customer shall on application for the provision of municipal services and before the municipality or its authorized agent may provide such services, pay a deposit, if the Municipality has determined a deposit in terms of its Credit Control and Debt Collection Policy and Tariff of Charges.
- 9.3. If a customer is in arrears, the municipality or its authorized agent may require that the customer: -
- (a) pay a deposit if that customer was not previously required to pay a deposit, and
 - (b) pay an additional deposit where the deposit paid by that customer is less than the most recent deposit.
 - (c) The value of the original deposit paid or a guarantee held will be reviewed on a regular basis if an irregular and unacceptable payment pattern is identified.
- 9.4. Subject to subsection 9.6 below, the deposit shall not be regarded as being a payment or part payment of an account.
- 9.5. No interest shall be payable by the municipality or its authorized agent on any deposit held.
- 9.6. The deposit, if any, is refundable to the customer on termination of the agreement, provided the customer is not in arrears.
- 9.7. Deposits as prescribed in the tariff of charges will be due and payable on application of new customers and subject to review upon the movement of existing customers to a new address.

9.8 At the time of registration for a municipal service, a cash deposit, a bank cheque, an electronic fund transfer will be required based on the following criteria:

9.9.1 Property Owners

- a) Owners are requested to pay a consumption deposit as per the tariff of charges as approved by Council.

9.9.2 Tenants

Commercial tenants who wish to register for electricity consumption will be required to pay a deposit as per the tariff of charges as approved by Council and will **not** be able to reduce this amount by committing to direct debit payments. They may provide a guarantee from a Bank in lieu of a cash deposit but no application will be processed until either the required payment or a guarantee is provided.

9.9.3 Increase in Deposits

9.9.3a The value of the original deposit paid or a guarantee held will be reviewed, on a regular basis, if an irregular and unacceptable payment plan is identified. The customer shall be notified in writing of the revised deposit.

9.9.3b The deposit held shall utilized to settle the arrear account after final account has been rendered.

9.9.4.c where the account is in arrears for more than 60 days the deposit shall be increased by three months average consumption.

9.9.5d Where the customer poses a credit risk.

9.9.6e where payment by a negotiable instrument or direct debit is dishonored more than two times.

9.9.7f Where there is an application for an upgrade to electricity supply.

10. METHOD FOR DETERMINING AMOUNTS DUE AND PAYABLE

- 10.1. The municipality or its authorized agent shall in respect of municipal services that are metered, endeavor to, within available financial and human resources, read all customer connections, on a regular basis, subject to subsection (10.2).
- 10.2. If a service is not measured, a municipality or its authorized agent may, notwithstanding subsection (10.1), determine the amount due and payable by a customer, for municipal services supplied to such a customer by calculating: -
- (a) The shared consumption, and, if not possible;
 - (b) The estimated consumption
- 10.3. If services are metered, but it cannot be read due to financial and human resources constraints or circumstances out of the control of the municipality or its authorized agent, and the customer is charged for an average consumption the account following the reading of the metered consumption must specify the difference between the actual consumption and the average consumption, and the resulting credit or debit adjustment.
- 10.4. Where in the opinion of the municipality or its authorized agent it is not reasonably possible or cost effective to meter all customer connections and/or read all a metered customer connections within a determined area, the Municipality may, on the reconnection of the municipality or its

authorized agent, determine a basic tariff (flat rate) to be paid by all the customers within that area, irrespective of actual consumption.

- 10.5. The municipality or its authorized agent must inform customers of the method for determining amounts due and payable in respect of municipal services provide which will apply in respect of their consumption or supply zones.

11. PAYMENT FOR MUNICIPAL SERVICES PROVIDED

- 11.1. A customer shall be responsible for payment of all municipal services consumed by him/her or it from the commencement date of the agreement until his/her or its account has been settled in full and the municipality or its authorized agent must recover all applicable charges due to the municipality.
- 11.2. If a customer uses municipal services for a use other than which it is provided by the municipality or its authorized agent in terms of an agreement and as a consequence is charged at a rate lower than the applicable rate the municipality or its authorized agent may make an adjustment of the amount charged and recover the balance from the customer.
- 11.3. If amendments to the applicable charge become operative on a date between measurements for the purpose of rendering an account in respect of the applicable charges and the date of payment,:-
- (a) It shall be deemed that the same quantity of municipal services was provided in each period of twenty-four hours during the interval between the measurements; and
 - (b) Any fixed charge shall be calculated on a pro rata basis in accordance with the charge that applied immediately before such amendment and such amended applicable charge.

12. FULL AND FINAL SETTLEMENT OF AN ACCOUNT

- 12.1. Where an account is not settled in full, any lesser amount tendered and accepted shall not be deemed to be in final settlement of such an account.
- 12.2. Subsection (12.1) shall prevail notwithstanding the fact that such lesser payment was tendered and/or accepted in full and final settlement, unless the municipal manager or the manager of the municipality's authorized agent made such acceptance in writing.

13. RESPONSIBILITY FOR AMOUNTS DUE AND PAYABLE

- 13.1. Any amount due to the municipality for municipal service fee, surcharge on fees and any other municipal taxes and duties is a charge upon the property in connection with which the amount is owing and enjoys preference over any mortgage bond registered against the property.
- 13.2. Accordingly, all such municipal debts shall be a charge upon the property and shall be payable by the owner of the property, notwithstanding the provisions of any other sections of the bylaws.
- 13.3. Any person who purchases or otherwise acquires or leases immovable property from the Municipality shall be deemed to be the owner thereof from the date of such purchase or other acquisition by him or from the commencement of such lease, as the case may be.
- 13.4. Where the property is owned by more than one person, each such person shall be liable jointly and severally for all Municipal debts charged on the property.
- 13.5. Owners shall be held jointly and severally liable, with their tenants who are registered as customers for municipal services.

- 13.6. Tenants and/or agents shall be held liable for arrear rates restricted to the rental in terms of Section 28 of the Municipal Property Rates Act No 6 of 2004.,
- 13.7. When electricity consumption is recorded on a property during a period for which there is no registered customer against whom a bill can be raised the relevant charges shall be raised against the registered owner.
- 13.8. When a customer terminates a consumption account and no new customer registers, a property is deemed to be unoccupied.. The owner shall be responsible for the account.
- 13.9. When the property is owned by Company or Close co-operation, **Trust in terms of the Trust Property Control Act No 57 of 1988, Home Owners Association or a Body Corporate in terms of the Sectional Titles Act, 1986 (Act No 95 of 1986)**, each member, director **or Trustees shall** be liable jointly and severally for all Municipal debts charged on the property.
- 13.10. Where the company has been deregistered and there are amounts due to the municipality, the municipality or its authorised agent shall apply to the Companies and Intellectual Property Commission to re-register a deregistered company or close corporation or apply to court for an order of restoration or the voiding of the deregistration for the purposes of recovering the amounts owed by that company or close corporation for all municipal debts which have accrued and shall recover the costs of reregistration from the directors or members accordingly.
- 13.11. The Municipality shall attach the rental or any other payments due to lessors where they are also a debtor who are in arrears with their municipal accounts. This includes the legal principle of set-off.

13.11 DECEASED ESTATES

13.11.1 The Executor of a deceased estate, in his capacity as such, shall be liable for payments of all debts on the property.

13.11.2. The occupier or occupiers of a property which vests in a deceased estate where neither an executor nor representative has been appointed, will be required to sign the rates and services agreement for the property. Where there is more than one occupier on the property, every occupier will be jointly and severally liable for an account or consolidated account as per the services agreement.

13.11.3. Deemed ownership does not confer any rights to the occupants other than the liability to pay the accounts.

13.11.4 failure to inform the Municipality that the property forms part of the deceased estate may result in the disconnection of services, until an executor has been appointed.

13.11.5. Where a deceased estate is insolvent (liabilities exceed all assets) and a property is sold by the executor pursuant to section 34 of the Administration of Deceased Estates Act, 1965 (Act 66 of 1965), the Municipality enjoys preference as a creditor for the application of section 118 (1) of the MSA. Accordingly, no revenue clearance certificate will be issued until all amounts assessed for the prescribed 2-year period, have been paid. The balance of the debt will be dealt with as guided by the law on the administration of deceased estates.

14. DISHONOURED PAYMENTS

Where any payment made to the Municipality or its authorized agent by negotiable instrument, is later dishonored by the bank, the municipality or its authorized agent:

- (a) Will recover all applicable charges
- (b) Shall regard such an event as a default on payment and shall disconnect services without notice and/or reserves the right to take legal action
- (c) shall require all future payments to be made by cash or electronic fund transfer in an event where more than two cheque or debit order payments from the debtor have been dishonored by the bank.

15. INCENTIVE SCHEME

The Municipality may institute incentive schemes to encourage prompt payment.

16. PAYPOINTS AND APPROVED AGENT

16.1. A customer must pay his/her or its account at pay-points, designated by the municipality or its authorized agent from time to time, or at approved agents of the municipality or its authorized agent.

16.2. The municipality or its authorized agent shall inform a customer of the location of the designated pay-points and approved agents for payment of accounts.

PART 4: ACCOUNTS

17. ACCOUNTS

17.1. Accounts shall be rendered monthly to customers at the address last recorded with the municipality or its authorised agent. The customer may receive more than one account for different municipal services if they are accounted for

separately. In the case of multiple ownership, the account will be delivered to any one of the owners.

- 17.2. An error or omission or failure to receive or accept an account does not relieve a customer of the obligation to pay an amount due and payable.
- 17.3. Accounts must be paid by no later than the last date of payment specified in such account.
- 17.4 a) Assessment rates shall be billed on a monthly basis in terms of Section 64 (2) (b) of MFMA.
- b) annually, as may be agreed to with the owner of the property on or before a date as determined by the Municipality.
- c) The Municipality shall recover a rate annually for National and Provincial Government owned properties.
- 17.5 Monthly rates shall be levied in eleven equal installments, and subject to change as determined by the Council from time to time.
- 17.6 The Municipality will undertake to have the accounts mailed to all customers. However, failure to receive or accept accounts does not relieve a customer of the obligation to pay any amount due and payable. The onus is on the customer to make every effort to obtain a copy account for payment.
- 17.7 The Municipality or its authorized agent must, if administratively possible, issue a duplicate account to a customer on request. Landlords may request copies of their tenant's accounts.
- 17.8 The Accounts shall reflect at least:
- a. The services rendered

- b. The consumption of metered services or average, or estimated consumption.
- c. The applicable charges
- d. The amount due
- e. property rates payable
- d. Surcharges
- g. Value Added Tax
- h. Any rebates
- i. The adjustments, if any, to metered consumption that has been previously estimated.
- j. The arrears
- k. The interest payable on arrears
- l. The final date of payment
- m. The methods, places and approved agents where payment may be made.
- n. Administration charges
- o. Payments received.
- p. Period stipulated in the account.
- q. Any subsidies.
- r. any other adjustments

17.9. The Municipality shall post or email the rates assessment.

17.10 **READING OF CREDIT METERS**

17.10.1 Unless otherwise prescribed, credit meters shall normally be read at intervals of one month and the fixed of minimum charges due in terms of the tariff shall be assessed accordingly. The Municipality shall not be obliged to affect any adjustments to such charges.

- 17.10.2 If for any reasons the credit meter cannot be read, the Municipality can render an estimated account. The electricity energy consumed shall be adjusted in a subsequent account in accordance with the electricity actually consumed.
- 17.10.3 When a consumer vacates a property and a final reading of the meter is not possible, estimation may be made and the final account rendered accordingly.
- 17.10.4 If special reading of the meter is desired by a consumer, this may be obtained upon payment of the prescribed fee.

18. **PAYMENT OPTIONS**

18.1 The Municipality must endeavor to establish a payment network to ensure that, wherever practically possible, customers in receipt of accounts have access to a payment site.

18.2. Customers must ensure that payments made through third party agents are made at least 3 working days prior to the due date. The Municipality will not accept responsibility for delays in receipt of payments.

18.3 The following payment methods are also available:

- (i) Cash
- (ii) EFT
- (iii) Internet Transfers.
- (iv) Third party collectors appointed from time to time by the Municipality.
- (v) Direct Debit (ACB)
- (vi) Credit card or debit card
- (vii) Debit Order payments
- (viii) Cheque not exceeding the value of R50 000 (Fifty thousand rands)

18.4 The following shall apply for all payments from debtors:

- (i) Proof of payment from debtors shall be required if payment is not yet received on the debtor account.
- (ii) Proof of payment from the customers will be verified, where applicable, for authenticity.

18.5 Where a Customer signs an application for services with the Municipality, payment shall, as far as possible be accepted via a direct debit procedure.

19. **CASH ALLOCATION PRIORITIES**

19.1 When part payments are received against a Consolidated Account, the Municipality shall allocate such payments first to any due or unpaid interest charges; secondly, to satisfy any due or unpaid fees or charges; and thirdly, to reduce the amount of the principal debt in terms of the table of priorities as determined from time to time and as set out in the Credit Control and Debt Collection Policy

PRIORITY NO.	STATUS	SERVICE
1	Arrears	All other Municipal charges including administration charges and penalties.
2	Arrears	Additional Deposits
3	Arrears	Sundry Charges
4	Arrears	Housing Charges
5	Arrears	Refuse Charges
6	Arrears	Rates
7	Arrears	Electricity Charges
8	Current	All other Municipal charges including interest, collection charges and penalties.
9	Current	Additional Deposits
10	Current	Sundry Charges

11	Current	Housing Charges
12	Current	Refuse Charges
13	Current	Rates
14	Current	Electricity Charges
15	Vat	Will be allocated in terms of the Vat Act of 1991

20. **PROPERTY RATES AND CONSOLIDATED BILLING**

- 20.1. If one account is rendered for more than one municipal service and rates provided, the amount due and payable by a customer constitutes a consolidated debt, and any payment made by customer of an amount less than the total amount due, will be allocated at the discretion of the municipality between service debts.
- 20.2. Property rates shall form part of the Consolidated Bill
- 20.3. Arrear rates or any other consolidated debt may result in disconnection of services.
- 20.4. The Municipality may, in terms of Section 28 of the Municipal Property Rates Act, recover arrear rates from tenants / managing agents in occupation of the relevant property but only to the extent of the rent payable or amount due by the tenant but not yet paid to the owner of the property. This does not preclude further legal action against the owner.
- 20.5. The Municipality may make application to court for judgment, costs and the summary sale of the property in appropriate circumstances. Legal costs and collection commission if applicable shall be debited to the relevant debtor's accounts. In the event of the Municipality through its internal collection procedure recovering the debt from the customer, the customer shall be liable for any disbursements and any other charges as reflected in the tariff of charges. and collection commission if applicable.

- 20.6** Once judgment is obtained the properties will be advertised and sold through public auction, **unless appropriate settlement has been made to the satisfaction of the Municipality, however, proceeds of Sale in Execution shall be appropriate to any of the debtor's accounts in arrears.**
- 20.7 The municipality shall follow the legal process to recover any portion of the debt outstanding for more than sixty (60) days.
- 20.8. If account is rendered for only one municipal service provided, any payment made by a customer of an amount less than the total amount due, will be allocated at the discretion of the municipality.
- 20.9. A customer may not elect how an account is to be settled if it is not settled in full or if there are arrears.

21. **LEGAL ACTION**

- 21.1 Where an account rendered to a customer remains outstanding for more than sixty (60) days the Chief Financial Officer or in his absence the Director Revenue or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue shall:
- a) Hand the customer's account over to a debt collector or an attorney for collection.
 - b) Institute legal proceedings through its authorised agents or attorney against a customer for the arrears; or
- 21.1.1 If the Chief Financial Officer is of the opinion that the institution or continuation of proceedings for the recovery of any amount shall be fruitless or not cost effective the Chief Financial Officer may recommend the Council that such action not be commenced or discontinued or terminated.

21.1.2. Legal steps shall be taken to collect arrears such as in the following cases.

- a) Where cut-off action yielded no satisfactory result.
- b) Where no cut off action is possible due to the nature of the services for which the account has been rendered
- c) Where the arrears are older than 60 days.

21.1.3 A pre-investigation into the account and debtor details is carried out before the preparation of a summons. The data of an appointed Credit Bureau is utilized. Telephonic or other forms of contact may be made with the debtor, at the municipality’s discretion, prior to the issue of summons and / or other legal proceedings;

21.1.4 The following table shall be utilized to show the thresholds in respect of the debt value and the recovery action therein:

DEBT VALUE RAND	RECOVERY ACTION
Up to R500	Letter of Demand and/or Summons at the discretion of the C.F.O.
from R501 to R1000	Letter of Demand - Proceed to the issue of summons should the debtor appear to be of sufficient financial stature. Any further legal action is at the discretion of the Chief Financial Officer or the Director Revenue in his absence.

From R1000 onwards	Letter of Demand – Proceed to the issue of summons. Assess the likely financial stature of the debtor, incur tracing costs where appropriate and proceed along the legal route reviewing at each stage whether it is viable to continue incurring costs.
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- 21.1.5 If the Chief Financial Officer or in his absence the Director Revenue is of the opinion that the institution or continuation of proceedings for the recovery of any amount shall be fruitless or not cost-effective, the Chief Financial Officer may recommend to the Council that such action be not commenced or be discontinued or terminated.
- 21.1.6 The council shall then approve the write-off of such arrears, if it is satisfied with the reasons provided.
- 21.2 All Offers of Compromise, out of court settlement offers and/ or settlement offers for full and final payment received are to be approved by the Council.
- 21.3 The Municipality may enforce any other rights or exercise any power conferred on it by any other legislation.
- 21.4 The Municipality may through its own internal policy proceed to recover all outstanding debt and charge disbursements and administration and collection charges.
- 21.5 The Chief Financial Officer shall be authorized to approve the writes off, of all irrecoverable debts on accounts not exceeding R5,000, only on condition that satisfactory reasons have been provided by the Director Revenue to the CFO. The following shall guide the Chief Financial Officer in approving such a request:
- a) A debt may only be written-off against the municipality's provision for doubtful debts, being a funded reserve established pursuant to the municipality's Funds and

Reserves Policy section 7.2 which states, "The provision for revenue that will not be collected are budgeted as an expense and is based on the projected annual non-payment rate for each service"

- b) The submission to the Chief Financial Officer must include:
- Particulars of Debtor i.e., Name, Account number,
 - Outstanding amounts split into Capital and interest by service
 - Steps taken to recover the debt
 - An indication if the debtor is liquidated or sequestrated
 - Whether the debtor can be traced
- c) The following considerations will be taken into account for write-off:
- Where a debt is deemed irrecoverable
 - Where the debt has prescribed in terms of the Prescription Act, No. 68 of 1969
 - If the debtor has been sequestrated or liquidated and the proceeds of the sequestration or the liquidation are insufficient to satisfy the debt
 - Where the cost of recovery of the debt is likely to exceed the amount outstanding.
 - A debt may be considered irrecoverable if all reasonable attempts to trace the whereabouts of the debtor have been unsuccessful and there are no assets that can be declared executable.
 - no other reasonably possible and practical means of recovering the debt exists.
 - Assistance for the poor as contemplated in Section 27 of this policy, where registered indigent debtors who have been successfully validated.

21.6 COMPLIANCE AND ENFORCEMENT

21.6.1 Violation of or non-compliance with this policy will give a just cause of disciplinary steps to being taken.

21.6.2 It will be the responsibility of Accounting Officer to enforce compliance with this policy.

22. TERMINATION / TRANSFER OF ELECTRICITY ACCOUNTS

22.1. A customer who intends to terminate or transfer a municipal service shall notify the Municipality in writing on the prescribed form within 14 days prior to the date of termination or transfer and shall also furnish the Municipality with the forwarding address.

- 22.2 A final reading shall be recorded on the termination date and the customer will be billed for the consumption.
- 22.3 If a current tenant terminates his/her account, the meter and the outstanding debt on that property automatically reverts back to the owner account and no further applications for tenants will be accepted.
- 22.3. The deposit shall be appropriated against the account. Should a credit balance remain on the account, after appropriation of the deposit, such credit balance may be refunded to the customer or transferred to the new municipal service.
- 22.4. A final account that remains unpaid for a period of 30 days shall be:-
- (a) transferred to that owner current account.
 - (b) recovered through our debt collection procedure.
- 22.5 No application for services shall be processed until arrear debt is settled or an arrangement has been made.
- 22.6** The Municipality may exercise its right where a tenant on a property is in breach of his or her contract with the Municipality and link the debt to the owners' account. The tenant shall forfeit his or her deposit to the owner where the outstanding debt is paid by the owner.
- 22.7 Where a property has been transferred, the new owner(s) will be liable for all consumption and basic charges on the property from date of registration.

22A. REFUNDS

- 22 A (1).1 Refunds shall only be issued, provided that all the customers' accounts are paid in full, credits on accounts shall be refunded, on application, as follows:
- a) To the account holder, for rates and services account;
 - b) To the owner, where the owner pays the tenants account;
 - c) To the conveyancer to pay the buyer or seller, on transfer of a property, this includes any credits that may arise from an objection appeal outcome or an over payment of the account.

23. AGREEMENT WITH EMPLOYERS

The Municipality in terms of section 103 of the Act may with the consent of a person liable to the municipality for the payment of rates or other taxes or fees for municipal services, enter into an agreement with that person's employer to deduct from the salary or wages of the person-

23.1. Any outstanding amounts due by that person to the Municipality; or

23.2. Such regular monthly amounts as may be agreed.

23.3. The onus to introduce such arrangements remains with each employer/ employee

24. STAFF IN ARREARS

24.1. Item 10 of Schedule 2 to the Act states: - "A staff member of the Municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

24.2. The Municipality shall liaise with the relevant staff and their departmental representatives and issue the necessary salary deduction instruction

where appropriate, in terms of the Provisions of the Basic Conditions of Employment Act and other legislation.

- 24.3 No special treatment shall be afforded to staff member whose accounts are in arrears.
- 24.4 Once the arrears or debt is settled in full, the account will automatically revert to staff group account.

25. COUNCILLORS IN ARREARS

A councillor may not be in arrears to the Municipality for rates and service charges for a period longer than 3 months in terms of Section 12A of the Act.

- 25.1 The Municipality, upon consultation with the Councillor, shall make appropriate arrangements to have the arrears paid.
- 25.2 The Municipality shall liaise with the relevant Councillor and the Speaker, in order to issue the necessary salary deduction instruction where appropriate.
- 25.3 No special treatment shall be afforded to the Councillor whose accounts are in arrears.
- 25.4 Once the arrears or debt is settled in full, the account will automatically revert to the group account.

PART B – DEBT COLLECTION PROCEDURES

B1. Municipal accounts shall be paid on the due date as indicated on the account and non-payment of accounts will result in debt collection action.

PART 5: QUERIES, COMPLAINTS AND APPEALS

26. ARREAR MESSAGE ON ACCOUNTS

26.1 When a monthly account is in arrears, the next account will clearly highlight an appropriate reminder message.

27.1 CONVENTIONAL ELECTRICITY METERS

27.1.1 Disconnection orders are issued after final payment date. Where arrears are brought forward, the above may not apply.

27.1.2 If an occupier account appears on the disconnection list twice, the account is automatically transferred to the owner account iro S118(3), S102(1) (a) of MSA and S3.1 of the credit control policy.

27.1.3 Re-connection instructions are issued as soon as:

- a) payment is received at an on-line facility:
- b) proof of payment at an off-line facility is received; or
- (c) satisfactory credit arrangements have been entered into and we are accordingly advised of such payment (refer to section 31.)
- (d) Payment of 40% of the arrears together with the current account is received irrespective of the final payment date of the current account which must include the disconnection and reconnection fee. Thereafter payment of the arrear balance plus the current installment shall be paid over a maximum period of 6 months. No further arrangements will be entertained unless such period may be extended at the discretion of the Chief Financial Officer .
Re-connection of the electricity services is not guaranteed to be effected within the same day of payment.

27.1.4. Follow-up meter readings within one month are taken for all customers who fail to respond to the physical disconnection to ensure that the supply has, in fact, been disconnected and no payment received.

27.1.5 Where instances of illegal reconnection of supplies are detected by KwaDukuza Municipality, the supply is again disconnected by a more stringent method. Reconnection thereafter will only be effected if the relevant penalty tariff charges / disconnection fees together with any arrears are paid in full together with the current account.

27.1.6 Further instances of tampering will result in the disconnection of the electricity supply and the removal of the relevant metering and connection equipment. Customers in such instances will then need to pay for the full costs of the new connection of a prepaid meter and all outstanding arrear charges before installation of the prepaid meter.

27.1.7. Electricity metering and connection equipment remain the property of the Municipality at all times and anyone involved in instances of tampering, damaging or theft thereof is committing a criminal offence and will be liable for prosecution and or civil claims/penalties by the Municipality.

27.1.8 The owner of the property shall be notified if the tenant has been disconnected for the second time.

27.2 APPLICATION FOR CONNECTION OF PREPAID AND CONVENTIONAL ELECTRICITY METER

27.2.1 Applications for prepaid electricity and conventional meter shall only be accepted from the Owner of the property

27.2.2 The owner shall ensure that:

- a) All applications are processed at the electricity department at KwaDukuza Municipality.

- b) The applicant is to obtain from the enquiry clerk at the Finance Department the full balance of any amount due, owing and payable in respect of any municipal account
- c) The applicant shall pay the outstanding municipal account in full
- d) Once payment has been made, the enquiries clerk at the Finance department shall issue a certificate to the customer reflecting that outstanding rates and services account has been paid
- e) The consumer shall only be able to proceed with the prepaid or conventional electricity meter application with the municipality after the certificate has been handed to the electrical department.
- f) Arrear debt of consumers with prepayment electricity meters can be dealt with in terms of debt collection facilities available on the prepayment electricity system.

27.3 **CREDIT AGREEMENTS**

- 27.3.1 The Municipality may, at its discretion, enter into a Credit Agreement with customers in arrears for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies, duties and community charges. Such agreement must include maintenance of the current monthly charges.
- 27.3.2 The owner of a property must consent in writing to a Credit Agreement with the municipality and his tenant, whereby he acknowledges that he is jointly and severally liable for all arrears should his tenant default.
- 27.3.3 Re-connection and disconnection fees, where applicable, must be paid in full before any Credit Agreement can be entered into.

- 27.3.4 By entering into a Credit Agreement the customer acknowledges that failure to meet any installment will result in prompt disconnection action being taken. This does not preclude any legal action that the Municipality may take.
- 27.3.5 Credit Agreements negotiated on business accounts shall require the agreement to be signed by a duly authorized Director / Member of the company and or close corporation. Such director and member shall be obliged to sign a personal surety to secure the payment of the company and or close corporation's liability to the Municipality. Under no circumstances are agreements to be completed without such sureties.
- 27.3.6 Credit agreements negotiated with Trusts shall require such agreement to be signed by a duly authorized trustee of the trust. However, all trustees are obliged to secure the indebtedness of the trust by signing a personal surety jointly and severally to secure the payment of the trusts liability to the Municipality. Under no circumstances are agreements to be completed without such sureties.
- 27.3.7 Details of the original amount of the Credit Agreement, the monthly instalments, and the current balance outstanding thereon, are included on each subsequent account until such time as the Credit Agreement is liquidated by full payment of the debt.
- 27.3.8 Credit Agreements may **not** be granted where:
- a. Arrears have arisen due to dishonored cheques, direct debit reversals etc;

- b. Instances of repeat meter tampering have been identified,
or
- c. The services have been removed.

27.3.9 Telephonic and other electronic request for payment. Council shall authorize credit control to:-

- a) Telephone customers between the hours of 18h00 to 20h00 to advise of the arrear account and request payment
- b) To engage the services of a service provider to forward SMS messages to all customers in arrears

PART 6: ARREARS

28. INTEREST /PENALTIES/ ADMINISTRATION CHARGES ON OUTSTANDING ACCOUNTS

The Municipality may in terms of Section 97(1)(e) read with Section 75A (as amended by G.G. No. 24149 dated 05/12/2002) of the Act shall:

- 28.1 Charge interest and or penalties as specified in the tariff of charges from time to time.
- 28.2 Charge 10% administration charges raised on the outstanding rates for the current year.:
 - (a) On annual rates payers:
 - 60 days succeeding the final due date.

- (b) Monthly rate payers:
 - administration charges shall be raised on the 1st of July on all outstanding rates not paid as at the 30th June each year
- (c) On monthly rates accounts that have been changed to annual billing as a result of arrears, a 10% administration charge will be raised 60 days after that change.

28.3 Charge all legal costs incurred for debt collection commission (if applicable) once the debt has been handed over for collection.

28.4 The general power to levy and recover administration charges and interest on any outstanding amount shall be determined by the municipality by resolution passed by the Municipal Council from time to time.

29. **DEBT COLLECTION**

29.1. Municipal accounts must be paid on the due date as indicated on the account and non-payment of accounts will result in debt collection action. Where an account rendered to a customer remains outstanding for more than 60 (sixty) days the municipality or its authorized agent may: -

- (a) Institute legal proceedings against a customer for the arrears; or
- (b) Hand the customer's account over to a debt collector or an attorney for collection.

29.2. A customer will be liable for any legal fees, cheque costs, postal charges, short message services (sms) charges, administration fees, costs incurred in taking action for the recovery of arrears and any interest, including the payment of a higher deposit, as may be determined by the Municipality from time to time.

29.3 In the event of an occupier account being in arrears for more than 30 days, the registered owner will be informed of the arrears on the account

and Council's intention of terminating the account and services and linking the meter to the owner's account. The debt will revert to the owner's account.

29.4. In the event of occupier final account being in arrears for more than 30 days, the registered owner will be informed of the arrears on the account and Council's intention of terminating the account and linking the meter to the owner's account. The debt will thereafter revert to the owner's account.

29.5 The following procedure shall be adhered to when undertaking the consolidation of accounts by the Credit Control Section of the Finance Department of the municipality

- (a) Consolidation shall be done immediately if owner and occupier accounts are the same and arrears emanates from the occupier account.
- (b) Notify the owner in writing about the consolidation, in order to ensure that the owner is aware of the meter being disconnected due to arrears if not settled by a specific date.
- (c) Accounts where the owner and the occupier are different and occupier account is in arrears: first formally inform the owner about the arrears and intentions to merge or consolidate the accounts by a specific date,
- (d) Merge only when after the said date has passed and if there are no queries or payment received.
- (e) Inform the owner in writing that should the arrears indicated on the letter be settled prior to the specific date, should the account subsequently fall in arrears, the account will be merged immediately without further notice to the owner or occupier.

- f) In the event the owner account is in arrears, irrespective the occupier account is up to date, the municipality shall at its discretion consolidate the occupier account into the owner account and shall credit all payments received from such occupier account in order of preference as determined by the Municipality from time in its Credit Control and Debt Collection Policy.

29.6. **DISCONNECTION AND RECONNECTION OF ELECTRICITY OR SERVICES ON ARREAR ACCOUNTS**

- 29.6.1 Arrears that are 30 days and older emanating on rates, services or any other consolidated debt shall result in disconnection and blocking of electricity meter or discontinuing of any services or in a restriction of use of municipal facilities.
- 29.6.2. A disconnection, reconnection fee as determined by the Municipal Council, from time to time, shall be raised on all accounts that are disconnected.
- 29.6.3. Any municipal official or contractor appointed by the Municipality for the purposes set out herein, may, at all reasonable times enter any premises to which services are supplied by the Municipality, in order to inspect the electricity meter, wires or any apparatus used for the supply of services and belonging to the Municipality, for the purpose of ascertaining the quantity of services supplied or consumed, or to disconnect or terminate such supply or remove any apparatus belonging to the Municipality.
- 29.6.4 Should the owner fail to allow access to the premises on the property to which services are supplied by the Municipality on three consecutive occasions, the electricity shall be hard disconnected without any given notice.
- 29.6.5 The owner of the property remains liable and responsible for all instances of unauthorised reconnections and disconnections, illegal connection,

tampering, damage or theft of municipal infrastructure, and services installed in the property. Furthermore, the onus is upon the owner to ensure that tenants/occupiers on the premises of the property refrain from such acts. Nothing precludes the Municipality from recovering charges from the previous owner where tampering is proven by the Municipality or in a court of law, to have predated a current owner's title to the property, or where the application of the laws allows, from both the previous and current owner, jointly or severally, the one paying the other to be absolved (given that the debt attaches by law to the property).

29.6.6 An unauthorised reconnection or illegal connection of or tampering with a service supply is prohibited and shall constitute a criminal offence which shall result in legal action being taken against the owner and disconnection of Municipal services or removal of the entire services supply being effected.

29.6.7 The Municipality shall refuse the supply of electricity to a consumer who is found guilty of fraud, theft or any other criminal offence related to Municipal services, or, where it is evident that such criminal offence has occurred, until such time as the total costs, penalties, other fees, illegal consumption and any applicable tariffs and rates due to the Municipality have been paid in full.

29.6.8 Reconnections or unblocking of electricity meter or municipal services in respect of arrear debtors or customers that have tampered or illegal connect with the municipal services, shall only be allowed when all applicable penalties and fees have been paid and the debt has been settled in full.

29.6.9 Reconnections or unblocking of electricity meter or municipal services in respect of arrear debtors that have not tampered or illegal connect with the municipal services, shall only be allowed when all applicable fees have been paid and the debt has been settled in full or an acknowledgement of debt have been concluded as per Council Policy.

29.6.10 The services of Customers on pre-paid meters, who tamper with their services, shall be disconnected and any amounts due to the Municipality will become payable immediately including the applicable penalties.

29.6.11 Where a Municipal service is to be disconnected or restricted, as contemplated in subsection 29.6.1, due notice of intention to disconnect or restrict such Municipal service will be given not only to the debtor but also to the owner of the property, or the tenant/occupier,.

29.7 COLLECTION OF DEBTS IN RESPECT OF HOUSING RENTALS

29.7.1 Rental installment is payable before or on the due date.

29.7.2 If payment is not received on the due date, the electricity meter shall be blocked or disconnected.

29.7.3 A final letter of demand shall be issued requesting payment and offering the debtor an opportunity to make arrangement within 14 (fourteen) days of receipt of the letter of demand.

29.7.4 Failure to respond within 14 days of receipt of the final letter of demand shall result in Council proceeding with legal action and summons shall be issued.

29.7.5 If there is no response to the summons, it will result in a house visit from an official of Council's Property department, followed by default judgement and the ultimate sanction of eviction on the property.

PART 7: ARRANGEMENT FOR THE PAYMENT OF ARREARS

30. ARRANGEMENT

30.1. A customer may enter into an arrangement with the Municipality for the repayment of an arrear account by concluding:

- (a) An acknowledgement of debt duly signed by both parties.
 - (b) A consent to judgment.
 - (c) An emolument attachment order.
 - (d) Acknowledge that interest will be charged at the prescribed rate.
 - (e) Acknowledge that if the arrangements being negotiated later are defaulted on, disconnection of electricity or blocked from buying electricity on the Prepayment System will follow immediately, as will legal proceedings. Acknowledge liability of all legal costs incurred.
 - (f) Only account holders with positive proof of identity or an authorised agent with a power of attorney will be allowed to enter into an arrangement for the payment of arrear accounts in instalments.
 - (g) Failure to honour the agreement will lead to immediate blocking or restriction from purchasing prepaid electricity, disconnection of electricity, as well as legal action.
 - (h) Prior concluding the agreement the owner shall be compelled to produce the prepaid electricity card and or conventional meter number.
- 30.2. A customer shall be charged interest on an arrear account at the prescribed rate of interest.
- 30.3. Customers with electricity service accounts in arrears shall consent to the conversion of the electrical meter to a prepaid meter should the deposit

held be less than the cost of conversion. The cost of such prepaid meter shall be paid in full before reconnection.

30.4. The municipality or its authorised agent shall require a customer to first pay its current account before entering into an agreement to pay the arrears and shall pay every current municipal account in full and on time during the period over which such arrangement extends.

30.5. The municipality reserves the right to:

30.5.1. Raise the security deposit requirement of such customer who enters into an agreement in terms of clause 30.1. above, and

30.5.2. Demand that a Deed of Suretyship be completed.

30.6. Electricity/Consolidated Bill: Each defaulting account holder will be allowed to make a first Payment of 40% of the arrears, together with current account, irrespective of the final payment date of the current account, plus the disconnection and re-connection fees. Thereafter, payment of the balance plus current instalment shall be paid over a maximum period of 6 months.

30.6.1 The Chief Financial Officer or in his absence the Director Revenue shall be authorized to vary the arrangement as stipulated in clause 18.6 above, at his discretion.

30.7 Reconnection of the electricity services is not guaranteed to be affected on the same day of payment.

31. Arrangement for Payment of Arrear Accounts

31.1 The Municipality may, at its discretion, enter into a Credit Arrangement with customers in arrears for municipal service fees,

surcharges on fees, property rates and other municipal taxes, levies, duties and community charges. Such agreement must include maintenance of the current monthly charges.

- 31.2 All services must be consolidated into one account before an acknowledgement of debt is entered into.
- 31.3 The owner of a property must consent in writing to a Credit Agreement with the municipality and his tenant, whereby he acknowledges that he is jointly and severally liable for all arrears should his tenant default and that:
- 31.3.1 Re-connection and disconnection fees, where applicable, must be paid in full before any Credit Agreement can be entered into.
- 31.3.2 By entering into an Arrangement to Pay the customer acknowledges that failure to meet any instalment will result in prompt disconnection action being taken or will be blocked from buying electricity on the Prepayment System and the balance of the arrear account together with current account and interest raised on such account will immediately become due and payable to the Municipality. This does not preclude any legal action that the Municipality may take.
- 31.3.3 Arrangement to Pay negotiated on business accounts shall require the agreement to be signed by a duly authorized Director / Member of the company and or close corporation. Such director and member shall be obliged to sign a personal surety to secure the payment of the company and or close corporation's liability to the Municipality. Under no circumstances are agreements to be completed without such sureties.
- 31.3.4 Arrangement to Pay negotiated with Trusts shall require such agreement to be signed by a duly authorized trustee of the trust. However, all trustees are obliged to secure the indebtedness of the trust by signing a personal surety jointly and severally to secure the payment of the trust's liability to the Municipality. Under no circumstances are agreements to be completed without such sureties.

31.3.5 Details of the original amount of the Credit Agreement, the monthly installments and the current balance outstanding thereon are included on each subsequent account until such time as the Credit Agreement is liquidated by full payment of the debt.

31.7 Arrangement to Pay may not be granted where:

- a. Arrears have arisen due to dishonored cheques, direct debit reversals more than two times
- b. Instances of repeat meter tampering have been identified, or
- c. The services have been removed.
- d. Where arrears do not emanate as stipulated in clause 31.7 above, the Municipality may, at its discretion, enter into an arrangement with the registered owner of the property in respect of the arrears for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies, duties and community charges. Such agreement must include maintenance of the current monthly charges. where arrears do not emanate as stipulated
- e. All services must be consolidated into one account before an Acknowledgement of Debt is entered into.
- f. Electricity/Consolidated bill/ Sundry Debtors each defaulting account holder will be allowed to make a first payment of 40% of the arrears, together with the current account irrespective of the final payment date of the current account, plus the disconnection /reconnection fees, blocking/unblocking fees, Thereafter, payment of the balance plus current instalment shall be paid over a period of six months.

- (g). The Chief Financial Officer or in his absence the Director Revenue or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue shall be authorized to vary the arrangement as stipulated in clause 18.4 above at his/ her discretion.
- (2). The registered owner of the property shall enter into an arrangement with the Municipality for the repayment of the arrear account by concluding
- (3) An acknowledgement of Debt duly signed by both parties together with an emolument order and
- (4) The owner of the property must consent in writing to an Arrangement with the municipality and his tenant, whereby he acknowledges that he is jointly and severally liable for all arrears should the tenant default
- (5) Acknowledge that interest will be charged at the prescribed rate.
- (6) Acknowledge that if the arrangements being negotiated later are defaulted on, disconnection of electricity or blocked from buying electricity on the Prepayment System will follow immediately, as will legal proceedings. Acknowledge liability of all legal costs incurred.
- (7) Only the registered owner of the property with positive proof of identity or an authorised agent with a power of attorney will be allowed to enter into an arrangement for the payment of arrear accounts in instalments.
- (8) By entering into an arrangement to pay the customer acknowledges that failure to meet any instalment will result in prompt disconnection action being taken or the customer will be blocked from purchasing prepaid electricity and the balance of the arrear account together with the current account, interest raised on such account will immediately become due and payable to the municipality. This does not preclude any legal action the Municipality may take.

- (g) Prior concluding the agreement the owner shall be compelled to produce the prepaid electricity card and or conventional meter number.
- (h) Arrangements negotiated on business accounts shall require the arrangement to be signed by a duly authorised Director / Member of the company and or close corporation. Such director and member shall be obliged to sign a personal surety to secure the payment of the company and or close corporation's liability to the Municipality. Under no circumstances are agreements to be completed without such sureties
- (i) Arrangements negotiated with Trusts shall require such arrangement to be signed by a duly authorised trustee of the trust. However, all trustees are obliged to secure the indebtedness of the trust by signing a personal surety jointly and severally to secure the payment of the trust's liability to the Municipality. Under no circumstances are agreements to be completed without such sureties
- (j) Details of the original amount of the Arrangement, the monthly instalments, and the current balance outstanding thereon, are included on each subsequent account until such time as the arrangement is liquidated by full payment of the debt
- (k) A customer shall be charged interest on arrear account at the prescribed rate of interest.
- (l) The Municipality or its authorised agent shall require a customer to first pay its current account before entering into an agreement to pay the arrears as set out in clause 18.4 above
- (m) The Municipality reserves the right to:
 - (1) Raise the security deposit requirement of such customer who enters into an agreement in terms of clause 9.2.3 above
 - (2) Demand that a Deed of Suretyship be completed.

- (n) Re-connection or unblocking of electricity meter will be affected within 48 hours of payment after the arrangement has been concluded.

31.8 Telephonic and SMS request for payment. Council shall authorize credit control to: -

- a) Telephone customers between the hours of 18h00 to 20h00 to advise of the arrear account and request payment
- b) To engage the services of a service provider to forward SMS messages to all customers in arrears

32. DEBT ARRANGEMENT

Customers have been categorised into the following income categories: -

- Indigent (Gross household income of less than the monthly amount determined by Council)
- Non-Indigent (Gross household income of more than the monthly amount determined by Council for indigent)
- Non-domestic (excludes Government Departments)
- Government Departments.

32.1 The principle of limited vending to encourage customers with arrears to buy a pre-determined amount of electricity per month, will apply.

32.2 The principle that the monthly account must be paid, will apply.

32.3 Debt Arrangement by Indigent Customers who utilises prepaid electricity meter

- (a) Indigent consumers will be required to pay 40% of the arrears, together with current monthly instalment, irrespective of the final payment date of the current account, plus the administration fee in respect of blocking and unblocking. Thereafter, payment of the balance plus current instalment shall be paid over a maximum of 36 months. plus payment of the balance of the arrears shall be paid over a maximum period of 36 months.
- (b) The total block can only be removed after the necessary payment arrangements have been made with Council
- (c) The Chief Financial Officer or in his absence the Director Revenue or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue shall be authorised to vary the arrangement as stipulated in clause 37 above, at his discretion
- (d) Every time the consumer makes a purchase, 40 percent of the amount tendered for the purchase of electricity shall be allocated towards arrear debt. This type of block is another method to collect arrear debt and not the current account. A percentage of each purchase of electricity is allocated towards the debtor's arrear balance and debtors are also blocked from buying electricity for monthly charges.
- e) Indigent customers will be allowed to purchase average monthly electricity consumption of such consumer with the maximum amount of electricity as determined from time to time.

32.4 Arrangements by indigent customers Conventional Electricity Meter who utilises conventional electricity

- (a) Arrangement for the payment of debt shall be payment of 40% of the arrears, together with current account, irrespective of the final payment date of the current account, plus the disconnection and reconnection fees. Thereafter, payment of the balance plus current instalment shall be paid over a maximum period of 36 months.
- b) The Chief Financial Officer or in his absence the Director Revenue **or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue** shall be authorised to vary the arrangement as stipulated in clause 18.4 above, at his discretion
- 32.5. Debt Arrangement by Non-Indigent Customers who utilises prepaid electricity meter
- a) Payment of 40% of the arrears, together with current monthly installment, irrespective of the final payment date of the current account, plus the administration fee in respect of blocking and unblocking. Thereafter payment of the balance plus current instalment shall be paid over a maximum period of 6 months or at the discretion of the CFO or in his absence, the Director Revenue.
- b) The Chief Financial Officer or in his absence the Director Revenue **or the Director Legal or the Municipal Manager in consultation with the Chief Financial Officer and Director Revenue** shall be authorised to vary the arrangement as stipulated in clause 18.4 above, at his discretion.
33. Debt arrangement – Prepayment system
- 33.1 The prepayment electricity system implemented by Council has a debt management facility.

The Debt Management facility provides various blocking types, which can be utilised to collect arrear debt.

33.2 The various blocking types can be described as follows:

Total Block

The consumer shall be blocked from buying electricity due to arrear debt and can be unblocked when:-

The arrear debt plus current instalment and the administration fee in respect of blocking and unblocking must be paid in full, or arrangements have been made to pay off the arrear debt and the arrangements have been captured on the system.

33.3 Minimum monthly instalment with monthly vend limit

The consumer arranges to pay a minimum monthly instalment and to purchase a limited amount of electricity to be purchased is to prevent consumer's from purchasing more than one month's electricity to avoid arrear payments. The minimum monthly instalment includes the consumer's monthly account plus a payment to arrears. If the consumer pays less than the minimum instalment the system will not allow purchase of electricity. If the consumer pays more, the additional amount is taken off the outstanding arrears, but the monthly instalment stays the same until his arrears are paid off.

33.4 Minimum weekly instalment with weekly vend limit

Same as 33.3 above but weekly instalments are arrangements with weekly limits on the amount of electricity to be purchased.

33.5 Percentage Blocking

Every time the consumer makes a purchase, 40 percent of the amount tendered for the purchase of electricity shall be allocated towards arrear debt. This type of block is another method to collect arrear debt and not the current account. A percentage of each purchase of electricity is allocated towards the debtor's arrear balance and debtors are also blocked from buying electricity for monthly charges.

34. **BAD AND DOUBTFUL DEBT PROVISION**

Bad and Doubtful provisions should be calculated and provided in the accounting records as follows: -

- 34.1. The provision for bad and doubtful debt will be calculated in terms of the relevant generally recognised accounting practices.

34A. **DEBT RELIEF PROGRAMME**

- 34.(A)(1) Council shall promote assistance to the poor by embarking on a debt relief programme. The indigent customer who cannot conclude an Acknowledgement of debt as per Council Credit Control and debt collection policy, shall adhere and comply with the following procedures:
- a) The indigent Customer shall be required to complete the income and expenditure form, in order to determine the minimum amount payable upfront when concluding the Acknowledgement of debt. All supporting documents shall be produced by an applicant, in order for Finance to conduct thorough system verification.
 - b) The acknowledgement of debt shall be approved only on condition that the system verification shall prove to be correct.

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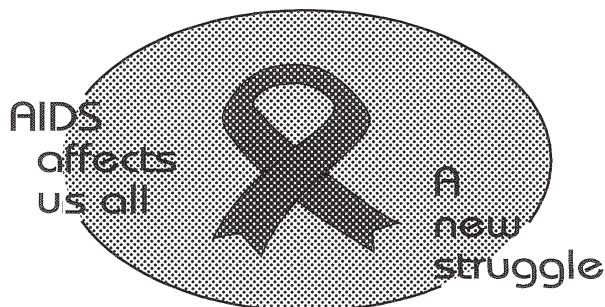
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- c) Upon approval of Acknowledgement of debt, the outstanding debt owed by indigent customer, shall not attract any interest and penalties, only on condition that the customer pays or maintains the current account

34(A)(2). In the event that the registered owner is deceased and the property is being occupied by the minor or children of the deceased whom are all unemployed or their gross income household does not exceed R4000.00 per month, as set out in Council indigent policy, the following criteria shall apply in order to apply for the debt relief on refuse charges:

- (a) The submission to the Chief Financial Officer or in his absence the Director Revenue of a comprehensive report written by a Ward Councilor and approved by the Speaker and the Mayor of the municipality.
- (b) The submission to the to the Chief Financial Officer or in his absence the Director Revenue of a written report by a municipal social worker containing a finding that the Customer qualifies for debt relief, based on a site visit and assessment of the family's circumstances.
- (c) The Chief Financial Officer or in his absence the Director Revenue shall grant a written approval for debt relief in regard to refuse charge.

34(A)(3) Upon approval of the Customer's eligibility for debt relief, the Manager Income shall write off the outstanding debt that emanates from refuse and interest that has accumulated on services, thereafter the customer shall automatically receive a subsidy on refuse charges.

34(A)(4) The debt relief shall lapse:

- (a) At the end of the municipal financial year in which it was granted; or
- (b) Where the Customer ceases to meet all the relevant qualifying criteria; or
- (c) Where the customer does not apply for the renewal of debt relief in terms of section 34(A)(2) above.

34(A)(5) The customer who has been granted a debt relief must apply on an annual basis, for such debt relief to be renewed. The customer must make application for the

renewal of debt relief in terms of section 34(A(2) above no later than 30 April preceding the new municipal financial year for which the debt relief is sought.

34(A(6) Eligibility for renewal of the debt relief shall be based on the same criteria as contemplated in section 34(A(2) above.

35. COPY OF AGREEMENT TO CUSTOMER

A copy of the agreement shall be made available to the customer.

36. FAILURE TO HONOUR ARRANGEMENT

In the event of a customer failing to comply with an agreement for the payment of arrears in installments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, (including legal costs) costs and penalties, including payment of a higher deposit will immediately become due and payable, without further notice and the municipality or its authorised agent may: -

36.1. Disconnect the customers electricity service, subject to the provisions of section 4.3.7 of nersa. 047-1-1999 issued by the National Electricity regulator as amended from time to time.

36.2. Legal action for the recovery of the arrears; and

36.3. Hand the customer's account over a debt collector or an attorney for collection.

37. RE-CONNECTION OF SERVICES

An agreement for the payment of an arrear amount in installments, entered into after the electricity services has been discontinued shall not result in the services being restored until:

37.1. The arrears, any interest thereon, administration fees, legal costs and any other costs and any penalties, including payment of higher deposit, are paid in full; or

37.2. In addition to any payments referred to in subsection 30.1. the customer shall pay the standard re-connection fee as determined by the municipality from time to time, prior to the reconnection.

38. RECOVERY THROUGH PREPAID METERS

If a customer is in arrears for any outstanding debt to the Municipality the customer shall be blocked from buying electricity until such time that the customer has made an arrangement to pay the arrear debt.

CHAPTER 3
RATES ASSESSMENT

39. AMOUNT DUE FOR ASSESSMENT RATES

39.1. The provisions of Chapter 3 shall apply in respect of the recovery of assessment rates.

39.2. All assessment rates due by owners are payable by fixed date as determined by the municipality in its credit control and debt collection policy.

39.3. Joint owners of property shall be jointly and severally liable for payment of assessment rates.

39.4. Assessment rates shall be levied in equal monthly instalments. When levied in equal monthly instalments the amount payable shall be included in the municipal account.

39.5. A property owner remains liable for the payment of assessment rates included in municipal accounts, notwithstanding the fact that: -

(a) The property is not occupied by the owner thereof; and/or

- (b) The municipal account is registered in the name of a person other than the owner of the property.
- (c) The furnishing of an incorrect address.

40. **MUNICIPAL CLEARANCE CERTIFICATES**

Subject to Sections 118(1) and (1A) of the Act, the following shall apply to the issue of a Municipal Clearance Certificate for the purpose of effecting transfer of a property to a new owner.

40.1 Assessments

40.1.1 Application shall be made by the Conveyancing Attorney, in the prescribed format by providing the following information in respect of the property in question:

- 40.1.1 Present owner of the property.
- 40.1.2 Property description.
- 40.1.3 Physical address.
- 40.1.4 Rates Account No's.
- 40.1.5. Electricity account numbers as well as number of meters on the property and all electricity meter numbers to be provided for conventional/prepaid/bulk meters.. If the relevant information is not provided, the application will be returned to the Conveyancer.

40.1.5 Purchasers details; identity numbers and postal address and Purchasers domicilium citandi et executandi.

40.1.6 With respect to Vacant Land, an Affidavit from the seller that the property does not have a electricity supply connection and an undertaking from the purchaser that should a electricity supply connection be discovered on the property and such account is in arrears, then the purchaser accepts liability for such arrears.

Copies of all the accounts must accompany the application. If the relevant information is not provided, the application will be returned to the conveyancer.

40.1.7 Where a Trust is the transferee, Letter of Authority as well as Acceptance of Trust.

40.1.8. Copy of the Sale Agreement

40.1.2 Every effort will be made to issue an assessment within five working days of receipt of application. Certain delays may be experienced in respect of:

- i. New sub-divisions;
- ii. Pending building plans;
- iii. Special investigations.

With respect to the aforesaid, the following is required to be submitted to the consultant valuers:

- a. a copy of the survey diagrams/general plans;
- b. a copy of the sale agreements;
- c. a copy of the relevant proclamation notices;
- d. seller contact details; and
- e. building plans on request.

Conveyancers will be notified of possible delays.

40.1.3. The assessment shall include the following:

- i. Rates: 3 months advance payment notwithstanding payment shall include payment up until date of transfer to the new owner.
- ii. Refuse removal charges: 3 months advance payment
- iii. Electricity charges - 3 months advance payment based on the average of 3 months prior billing Other - Actual balance outstanding at date of application.
- iv. Municipal Certificate Fee - as per the prescribed tariff.

40.1.4 Period of validity

The assessment shall remain valid for a period of 30 days. If payment has not been received within this period, a re-assessment may be required and payment of a further municipal clearance fee will apply.

40.1.5 The onus rests with the seller to ensure:

- i that all buildings on the property are in accordance with the building plans approved by the Municipality;
- ii the premises in question are being utilized in accordance with its zoning;
- iii that all outstanding accounts accruing to the Municipality in respect of the property is fully paid.

40.1.6 Any discrepancies in respect of the above may result in delays in

issuing of a clearance certificate, and in addition may result in levying of additional backdated rates and / or penalties and / or service charges.

40.1.7 Any amounts paid shall be appropriated to the oldest debt first.

40.1.8 Municipal Clearance Certificates

- i Every effort will be made to issue a Municipal Clearance Certificate within five days of receiving payment;
- ii Payment on the assessment must be made in cash or by bank guarantee cheque;
- iii An unconditional letter of undertaking maybe accepted in lieu of a cash payment in fully motivated exceptional circumstances, and subject to the written approval of the Chief Financial Officer or in his absence the Director Revenue of the Municipality.

iv The letter of undertaking must be:

Issued by the Conveyancing Attorney, in the prescribed format;

Unconditional;

For the full amount outstanding; and

For a specified period of time acceptable to the Municipality

40.1.8.1 Bank Guarantees shall not be accepted.

40.1.8.2 An Attorney's Trust cheque may be accepted in lieu of cash payment.

- 40.1.8.3 There shall be no refunds on the cancellation of a sale.
- 40.1.8.4 The Certificate shall be valid for a period of 60 days from date of issue.
- 40.1.8.5 No certificate, in terms of Section 118 of the Systems Act shall be issued where the property owner has not complied with any relevant legislation, policy or agreement relating to the property in question.
- 40.1.8.6 The Municipality reserves the right to follow any of the legal mechanisms available to it in order to recover the balance of the debt, including, lodging an urgent application to interdict the sale of the property until the debt is paid in full.
- 40.1.8.7 Notwithstanding that the debt remains a charge on the property, the seller shall furnish to the Municipality new contact details, in writing, comprising a postal and physical address and such further information as may be determined by the CFO from time to time, prior to the Municipality issuing the rates clearance certificate. The seller shall continue to keep the Municipality informed of any change in contact details until such time as the Municipality has confirmed in writing that all amounts that became due whilst the property was in the ownership of the seller (whether or not raised at the time of the rates clearance certificate) have been paid up. Non-compliance with this clause will be regarded as an offence.

- 40.1.8.8 Liability for consumption or electricity shall pass to the new owner on date of registration of transfer as contemplated in 15.6 of this policy. The onus is on the owner of the property to ensure that an application for services is done timeously.

41. **DEFAULT IN PAYMENT OF MONTHLY INSTALMENTS**

In the event of the ratepayer failing to pay any three-monthly instalments during the financial year in which the rates are raised then the ratepayer shall be liable to pay the full outstanding rates.

42. **PROPERTY RATES**

- 42.1 All properties within the boundary of the KwaDukuza Municipality are to be valued in terms of the legislation applicable to the valuation of properties for the purposes of levying property rates.
- 42.2 Rebates on rates may be granted by Municipality in terms of the Municipality's rating policy.
- 42.3 Owners must pay the property rates in eleven equal monthly installments or over a period as determined by Council. Regular monthly instalments payments must be maintained.

43. **PAYMENT OF CURRENT RATES**

- 43.1. In terms of Section 26 of the Municipal Property Rates Act:
- i) A municipality may recover a rate –
 - (a) on a monthly basis or less often as may be prescribed in terms of the Municipal Finance Management Act; or

- (b) annually, as may be agreed to with the owner of the property.
 - ii)
 - (a) If a rate is payable in a single amount annually it must be paid on or before a date determined by the municipality.
 - (b) If a rate is payable in instalments it must be paid on or before a date in each period determined by the municipality.
- 43.2 In the event of the ratepayer failing to pay any three-monthly instalments during the financial year in which the rates are raised then the ratepayer shall be liable to pay the full outstanding rates.

44. **UNALLOCATED CONSUMPTION**

- a) When electricity consumption is recorded on a property during a period for which there is no registered customer against whom a bill can be raised the relevant charges shall be raised against the registered owner.
- b) When a customer terminates a consumption account and no new customer registers, a property is deemed to be vacant. The account shall be forwarded to the owner until he advises the Municipality to the contrary: --
 - i) **for business premises** - instructions to disconnect the electricity supplies to the property must be issued immediately and auctioned;
 - ii) **for residential premises** - a courtesy letter is forwarded to the new occupier or owner within 7 days advising of the need to register as a customer and indicating the application procedures that need to be followed. Failure to respond to that letter within a 7 day period will result in the issue of supply disconnection instructions.

45. ILLEGAL ELECTRICITY CONNECTION

45.1 In the event of it being found that any electricity connection had been made illegally by any person than then the following shall take place:

- a) the electricity shall be disconnected with immediate effect.
- b) The occupier/owner/developer jointly and severally shall pay a penalty as per the tariff of charges.
- c) The occupier/owner/developer shall be jointly and severally liable for consumption charges.
- d) The occupier/owner/developer shall be jointly and severally pay interest on the consumption Charges at the rate as determined by Council in the tariff of charges from time to time, from the date of disconnection to date of payment.
- e) The applicant shall pay the outstanding municipal account in full, including current instalment, interest and penalty fees, payment of unauthorized consumption, disconnection and reconnection fees, and increased in a deposits as determined by Council in the tariff of charges, shall become due and payable before any reconnection can be sanctioned.
- f) Where a consumer and/ or any person has contravened sub-section (1) and such contravention has resulted in the meter recording less than the true consumption, the Municipality shall have the right to recover the full cost of his estimated consumption, retrospective to the determined date of tempering /interruption to the electricity.
- g) Application for new services shall only be accepted from the owner of the property.

- h) Application for new services shall only be accepted from the owner of the property.
- i) Reconnection of electricity services shall be undertaken by Electrical Department upon receipt of the clearance certificate from Finance Department.
- j) No acknowledgement of debt shall be entertained.
- k) Council reserves the right to lay criminal charges and/or to take any other legal action against the customer or the consumer.
- l) The owner of the property remains liable and responsible in all instances of unauthorized reconnections and disconnections, illegal connection, tampering, damage or theft of municipal infrastructure, and services installed in the property. Further, the onus is upon the owner to ensure that tenants on the premises or the property refrain from such acts. Nothing precludes the Municipality from recovering charges from a previous owner where tampering is proven by the Municipality, or in a court of law, to have predated a current owner's title to the property, or where the application of the laws allows from both the previous and current owner, jointly or severally, the one paying the other to be absolved (given that the debt attaches by law to the property).

45.2 TAMPERING AND/OR THEFT OF SERVICES ON PREPAID AND CONVENTIONAL ELECTRICITY METER

- (a) Any person found to be illegally connected to municipal services, tampering with prepaid or conventional electricity meters, will be prosecuted and shall be liable for:
- (b) The total outstanding debt, including the current instalment, interest and penalty fees (tamper fee), assessment of unauthorized consumption, will become due

and payable before any application for new connection of electricity service can be sanctioned

- (c) The registered owner of the property shall be obliged to make application for new accepted from the registered owner of the property.
- (d) All applications shall be made and processed at the Electrical department of KwaDukuza Municipality.
- (e) The registered owner of the property shall obtain from the Enquiries Clerk at the Finance department, the full balance of any amount due, owing and payable in respect of any municipal account
- (f) The registered owner of the property shall pay the outstanding municipal account in full including the current instalment, interest and tamper fee before any application of new services is sanctioned.
- (g) Where a consumer and/or any person has contravened sub-section (1) and such contravention has resulted in the meter reading less than the true consumption, the Municipality is entitled to recover the full cost for the estimated consumption to the determined date of tampering interruption to the electricity. Once the new meter has been installed and the consumption be monitored over a period of time.
- (h) Once the payment has been made, the enquires clerk at finance department shall issue a clearance certificate to the customer reflecting that the outstanding municipal services and rates have been paid in full (no arrangement with be entertained). Reconnection of electricity services shall be undertaken by Electrical Department upon receipt for the clearance certificate from Finance Department.
- (i) Further instances of tampering will result in the disconnection of the electricity supply and the removal of the relevant metering and connection equipment, Customers in such instance will then need to pay for the full cost of the new connection of a conventional electricity meter and all the outstanding charges before installation of the conventional meter.
- (j) Electricity metering and connection equipment remain on the property of the Municipality at all times, and anyone involved in instances of tampering, damaging or theft thereof is committing a criminal offence and shall be liable for prosecution and/or civil claims/penalties by the Municipality and Council reserves

the right to lay criminal charges and/or to take any other legal action against the customer or consumer

- (k) No arrangement of debt shall be entertained.
- l) The owner of the property remains liable and responsible in all instances of unauthorized reconnections and disconnections, illegal connection, tampering, damage or theft of municipal infrastructure, and services installed in the property. Further, the onus is upon the owner to ensure that tenants on the premises or the property refrain from such acts. Nothing precludes the Municipality from recovering charges from a previous owner where tampering is proven by the Municipality, or in a court of law, to have predated a current owner's title to the property, or where the application of the laws allows from both the previous and current owner, jointly or severally, the one paying the other to be absolved (given that the debt attaches by law to the property).

CHAPTER 4

PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS

46. QUALIFICATION FOR REGISTRATION AS INDIGENT CUSTOMER

- 46.1 Customers shall qualify to be registered as an indigent if the combined gross income of all occupants of the household over the age of 18 years is less than that amount determined by the municipality from time to time.
- 46.2 Indigent subsidy shall apply to a household and not an individual as the underlying principle of the Municipality in the provision of a service is that the service is provided to a property.
- 46.3 A household shall not be entitled to a subsidy where the aggregate income of the members of the household exceeds the applicable subsidized levels.

47. INDIGENT POLICY

The provisions of municipal services to indigent customers is subject to the policy guidelines as set out in the Indigent Policy of the municipality.

48. APPLICATION FOR REGISTRATION

48.1. A household who qualifies as an indigent customer must complete the application form entitled "Application for Registration as Indigent Customer" attached as Annexure B to these bylaws.

48.2 Any application in terms of subsection (1) must be accompanied by: -

- (a) Documentary proof of income, such as a letter from the customer employer, a salary advice, a pension card, unemployment fund card; or
- (b) An affidavit declaring unemployment or income; and
- (c) The customer's latest municipal account in his/her possession; and
- (d) A certified copy of the customer's identity document; and
- (e) The names and identity numbers of all occupants and their dependents over the age of 18 years who are resident at the property.

48.3. A customer applying for registration as an indigent customer shall be required to declare that all information provided in the application form and other documentation and information provided in connection with the application is true and correct.

48.4. The municipality or its authorized agent shall counter-sign the application form and certify that the consequences and conditions of such an application for the customer were explained to the customer and that the customer indicated that the content of the declaration was understood.

49. APPROVAL OF APPLICATION

- 49.1. The municipality or its authorized agent may send authorized representatives to premises or households applying for registration as indigent customers to conduct an on-site audit of information provided prior to approval of an application.
- 49.2. An application shall be approved for a period of 12 months only. Subsidies will be forfeited if the applicant fails to submit proof of income or re-apply for the subsidy.

50. CONDITIONS

- 50.1 The municipality or its authorized agent may upon approval of an application, or any time thereafter install a pre-payment electricity meter for the indigent customer where electricity is provided by the municipality or its authorized agent when implemented.
- 50.2. A private residential property can only be registered as indigent under the following conditions:
- The municipal value of the land and buildings must not exceed an amount as determined by council.
 - The member of a private household who is responsible for the payment of the service account must apply for the household to be registered as indigent.
 - The total gross monthly income of all members of the household must not exceed the limit set by Council from time to time.
 - The applicant as well as any other member of the household shall not own other fixed property other than the one on which they reside.

- The onus is on the recipient to inform the Municipality of any change in his/her financial status or personal household circumstances.

(i) All existing indigent applicants shall be reviewed /entertained after a period of 9 months from the date of application to assess the provision of continued basic service for the ensuing financial year.

50.3. The Municipality shall apply the following indigent policies:

50.3.1 Electricity consumers will receive a number of kWh free as determined by council.

50.3.2 Refuse consumers living in low-cost housing provided by Local, Provincial or Central Government will be charged a refuse tariff at a special rate covered by equitable share.

5.3.3. Rates residential properties with a land value as determined by the municipality from time to time is subject to a rebate.

51. **APPLICATION EVERY 12 MONTHS**

51.1. An indigent customer must re-apply for indigent support every 12 months, failing which the assistance will cease automatically.

51.2. The provisions of section 40 and 41 of these bylaws shall apply to any application in terms of subsection (1)

51.3. The municipality or its authorised agent cannot guarantee a renewal for indigent support.

52. **SUBSIDISED SERVICES FOR INDIGENT CUSTOMERS**

52.1. The Municipality may annually, as part of its budgetary process, determine the municipal services and levels thereof which will be subsidised in

respect of indigent customers in accordance with national policy, but subject to principles of sustainability and affordability.

52.2. The Municipality will in the determination of municipal services which will be subsidized for indigent customers give preference to subsidizing at least the following services:

- (a) Refuse removal services to a maximum of one removal per household per week.
- (b) All rates levied on properties of which the municipal value as determined in the rates policy provided that if, in the case of any property or category of properties, it is not feasible to value or measure such, property, the basis on which the property rates thereof shall be determined, shall be as prescribed by the Municipality.

52.3. The municipality must, when making a determination in terms of subsection (1) give public notice of such determination.

52.4. Public notice in terms of subsection (3) must contain at least the following:

- (a) The level or quantity of municipal service which will be subsidised
- (b) The level of subsidy.
- (c) The method of calculating the subsidy.
- (d) Any special terms and conditions which will apply to the subsidy, not provided for in these bylaws.

52.5. Any other municipal services rendered by the municipality or municipal services consumed in excess of the levels or quantities determined in subsection (1) shall be charged for and the indigent customer shall be liable for the payment of such charges levied on the excess consumption.

52.6. The provisions of Chapter 3 shall *mutatis mutandis* apply to the amounts due and payable in terms of subsection (5).

53. FUNDING OF SUBSIDISED SERVICES

The subsidised services referred to in section 7 shall be funded from the portion of revenue raised nationally which is allocated to the municipality and if such funding is insufficient the services may be funded from revenue raised through rates, fees and charges in respect of municipal services.

54. EXISTING ARREARS OF INDIGENT CUSTOMERS

Arrears accumulated in respect of the municipal accounts of customers prior to registration as indigent customers will be either: -

- 54.1. Written off;
- 54.2. Applied as a surcharge to prepaid electricity coupons; or
- 54.3. Be attempted to be recovered through legal proceedings and/or extended term arrangements.

55. AUDITS

The municipality may undertake regular random audits carried out by the municipality or its authorised agent to: -

- 55.1. Verify the information provided by indigent customer;
- 55.2. Record any changes in the circumstances of indigent customers; and
- 55.3. Make recommendations on the de-registration of the indigent customer.

56. DE-REGISTRATION

- 56.1. Any customer who provides or provided false information in the application form and/or any other documentation and information in connection with the application shall automatically, without notice, be de-registered as an indigent customer from the date on which the municipality or its authorised agent became aware that such information is false.
- 56.2. An indigent customer must immediately request de-registration by the municipality or its authorised agent if his/her circumstances has changed to the extent that he/she no longer meet the qualifications.
- 56.3. An indigent customer shall automatically be de-registered if he does not meet the criteria as set out in the Debt and Credit Control Policy.
- 56.4. An indigent customer shall automatically be de-registered if an audit or verification concludes that the financial circumstances of the indigent customer has changed to the extent that he/she no longer meet the qualifications.
- 56.5.** Indigent support shall be withdrawn by the Municipality in the event of the recipient misusing the system or providing incorrect information. In this regard the Municipality shall:
- i. Recover from the recipient the amount of relief furnished by debiting his account.
 - ii. Apply the normal credit control in accordance with the Credit Control and Debt Control policy.
 - iii. Institute a criminal charge of fraud against the recipient.

CHAPTER 5

BUSINESSES WHO TENDER TO THE MUNICIPALITY

57. PROCUREMENT POLICY AND TENDER CONDITIONS

- 57.1 When inviting tenders for the provision of services or delivery of goods, potential contractors **shall** submit tenders subject to a condition that consideration and evaluation thereof will necessitate that the tenderer obtain from the Municipality a certificate stating that all relevant municipality accounts owing by the tenderer or its directors, owners or partners have been paid or that, **an acknowledgement of debts has been concluded as per Council policy**(which include the right to set off in the event of noncompliance) have been made for the payments of arrears. To this end, copies of all municipal accounts and the identity documents of all directors, members or partners must be submitted together with the bid document.
- 57.2 No tender shall be allocated to a person / contractor **until an acknowledgement of debts for the repayment of arrears has been concluded as per Council policy**. The tenderer must maintain the arrangements and pay current installments as provided for in any contract with the Municipality.
- 57.3. Where payments are due to a contractor in respect of goods or services provided to the Council, any arrear amount owing to the Council shall be offset as a first charge against such payments as provided for in the contract with the Municipality.
- 57.4 All tender documents and contracts relating thereto shall contain a condition allowing the Municipality to deduct any moneys owing to the Municipality from contract payments and this must be written into the agreements

57.5. DEBTORS PLACED UNDER BUSINESS RESCUE OR LIQUIDATION

- 57.5.1 When a debtor is placed under "Business Rescue" or in Liquidation, Council will disconnect the electricity to the business immediately without any notice being served.
- 57.5.2 In the event the Business Rescue Practitioner or Liquidator requires any services to continue with operation, a security deposit equal to three (3) times the average account shall be required to be paid in cash or electronic fund transfer that must be cleared on the same day.
- 57.5.3 A new consumer's agreement as prescribed in terms of this policy shall be completed in respect of the administration period while the company is under business rescue, inclusive of the provision as stipulated in 19.6.4 below.
- 57.5.4 In the event the Business Rescue Practitioner warrant that in concluding the new consumer's agreement, he acts under and in accordance with the provisions of Section 135(2) of the Companies Act and that other than as the debt may be secured in terms of Section 118(3) of the MSA, the amounts due by the company in business rescue / the Business rescue practitioner for electricity supplied during the business rescue period, shall enjoy the preference afforded by Section 135(3)(b) of the Companies Act, as post commencement finance.
- 57.5.5 Council should take part in the business rescue proceedings. In this regard, the Chief Financial Officer or his absence the Director Revenue shall attend the meetings of the Creditors.
- 57.5.6 Notwithstanding that a juristic entity may be under business rescue, the Municipality has the right to cancel a Service Agreement if the juristic entity is in breach of the agreement, or invoke any other mechanism contemplated in this Policy (other than legal proceedings) where debt remains unpaid.

CHAPTER 6**UNAUTHORISED AND ILLEGAL SERVICES****58. UNAUTHORISED SERVICES**

- 58.1. No person may gain access to municipal services unless it is in terms of an agreement entered into with the municipality or its authorised agent for the rendering of those services.
- 58.2. The municipality or its authorised agent may, irrespective of any other action it may take against such person in terms of these bylaws by written notice order a person who is using unauthorized services to: -
- (a) Apply for such services in terms of Chapter 2 Part 1 of the Bylaws;
 - b) Pay the demand based component and tampering fees as prescribed in the tariff of charges.
 - (c) Undertake such work, as may be necessary to ensure that the unauthorized customer installation complies with provisions of these or any other relevant bylaws.
- 58.3. Any agreement, entered into before the date of coming into effect of these bylaws, and which is in full force and effect, shall be deemed to have been entered into in terms of these bylaws and shall remain in force and effect until cancelled.

59. ILLEGAL SERVICES

In the event of it being found that any electricity connection had been made illegally by any person then the following shall take place:

- 59.1. The electricity shall with immediate effect be disconnected.
- 59.2. The occupier/owner/developer jointly and severally shall pay a penalty as per the tariff of charges.
- 59.3. The occupier/owner/developer jointly and severally shall pay consumption charges.

59.4. The occupier/owner/developer jointly and severally shall pay interest on the consumption charges at the rate as determined by Council in the tariff of charges from time to time, from the date of disconnection to date of payment.

60. INTERFERENCE WITH INFRASTRUCTURE FOR THE PROVISION OF MUNICIPAL SERVICES

60.1. No person other than the municipality or its authorised agent shall manage, operate or maintain infrastructure through which municipal services are provided.

60.2. No person other than the municipality or its authorised agent shall affect a connection to infrastructure through which municipal services provided.

61. OBSTRUCTION OF ACCESS TO INFRASTRUCTURE FOR THE PROVISION OF MUNICIPAL SERVICES

61.1. No person shall prevent or restrict physical access to an infrastructure through which municipal services are provided.

61.2. If a person contravenes subsection (1), the municipality or its authorised agent may: -

(a) By written notice require such person to restore access at his/her own expense within a specified period, or

(b) If it is of the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person.

62. ILLEGAL RE-CONNECTION

62.1. A person who illegally reconnects to a service, interferes with the infrastructure through which municipal services are provided, after such

customers access to municipal services have been disconnected, such customers supply of electricity shall be immediately removed.

- 62.2. A person who re-connects to municipal services in the circumstances referred to in subsection 59.1 shall be liable for the cost associated with any consumption, notwithstanding any other actions which may be taken against such a person.
- 62.3. In the event that there is an electricity connection where the demand-based component was not paid or in the absence of formal payment arrangement, the tampering fee shall be applicable.
- 62.4. The owner of the property remains liable and responsible in all instances of unauthorized reconnections and disconnections, illegal connection, tampering, damage or theft of municipal infrastructure, and services installed in the property. Further, the onus is upon the owner to ensure that tenants on the premises or the property refrain from such acts. Nothing precludes the Municipality from recovering charges from a previous owner where tampering is proven by the Municipality, or in a court of law, to have predated a current owner's title to the property, or where the application of the laws allows from both the previous and current owner, jointly or severally, the one paying the other to be absolved (given that the debt attaches by law to the property).

63. IMMEDIATE DISCONNECTION

- 63.1. Immediate disconnection for failure to give information or supply of false information.
- 63.2. The provision of municipal services may immediately be disconnected if any person fails to provide information or provide false information reasonably requested by the municipality or its authorised agent.

CHAPTER 7**CUSTOMER CARE MANAGEMENT****64. CUSTOMER CARE MANAGEMENT**

The Municipality's customer care and management is as set out in both Chapter 9 of the Act and the Credit Control and Debt Collection Policy.

The municipality shall, for the levying of rates and taxes for the municipal charges, within its final and administrative capacity, have the following principles pertaining to customer care and management:

- 64.1 Establish a sound management system between the customer and the municipality, to create a harmonious relationship between the customer and the municipality so that customer are treated with respect and dignity.
- 64.2 To establish a customer call centre, with a shared call facility to attend to the following:
- 64.3 Council shall authorize Credit Control to embark on telephonic, short message system and email follow ups between 8h00 and 20h00, in order to remind consumers about the arrear debt and encourage them to make payments.
- 64.4 to send short notices to all consumers in arrears
- 64.5. To receive communication from customers regarding the quality of service, performance of the municipality and the accuracy of the accounts.
- 64.6. To enable customer to query and verify their accounts (metered electricity accounts, rates and refuse, sundry and housing) and to promptly resolve the query and rectify the inaccurate account. The queries or complaints in respect of account may be dealt with as follows:
 - 64.6.1 A customer may lodge a query or complaint in respect of any accuracy of an amount due and payable in respect of a specific municipal service as reflected on the account rendered.

- 64.6.2 A query or complaint must be lodged with the municipality or its authorized agent before the due date for payment of the account.
- 64.6.3 A query or complaint must be accompanied by the payment of the average of the last three month's accounts where history of the account is available or an estimated amount provided by the municipality before payment due date until the matter is resolved.
- 64.6.4 The municipality or its authorized agent will register the query or complaint and provide the customer with a reference number.
- 64.6.5 The municipality or its authorized agent:-
- (a) shall investigate or cause the query or complaint to be investigate and
 - (b) must inform the customer, in writing, of its finding within fourteen (14) days after the query or complaint was registered.
- 64.6.6 Failure to make such agreed interim payment or payments will render the customer liable for disconnection.
- 64..7.. To inform the customer that if they are dissatisfied with the manner in which their query was handled to follow a stipulated procedure of appeal to the Chief Financial Officer who shall promptly attend to the complaint. The customer may appeal against finding of a municipality in respect of queries or complaints as follows:

- 64.7.1 . A customer may appeal in writing against a finding of the municipality or its authorized agent in terms of Section 62 of the Act.
- 64.7.2 An appeal and request in terms of subsection (1) must be made in writing and lodged with the municipality within 21 days after the customer became aware of the finding referred to in section 64.4.5. above and must:
- (a) set out the reason for the appeal; and
 - (b) be accompanied by any security determined for the testing of a measuring device, if applicable.
- 64.8. To ensure that the Assistant Director Credit Control receives daily reports on such queries and monitors the response time and the efficiency in dealing with the query.
- 64.9. To take reasonable steps to inform customers of the costs involved in the service, the changes to tariffs and policies, reasons for payment of the service fees and how their payments are utilized to provide the service.
- 64.10. To provide an accurate and verifiable metering system for electricity.
- 64.11. To provide regular and accurate accounts to the customer with details reflecting the basis for the calculation of the amount due in order to ensure that the consumer pays the account with satisfaction that the account is correct.
- 64.12. To provide:
- 64.12.1 An electronic facility for the payment of accounts to the municipality's bank account.

64.12.2 Adequate and accessible pay points within the jurisdiction of the municipality for the payment of accounts and the purchase of pre-paid electricity.

The municipality shall, for the levying of rates and taxes for the municipal charges, within its final and administrative capacity, have the following principles pertaining to customer care and management:

64.13. Establish a sound management system between the customer and the municipality, to create a harmonious relationship between the customer and the municipality so that customers are treated with respect and dignity.

64.14. To establish a customer call centre, with a shared call facility to attend to the following:

64.14.1 To receive communication from customers regarding the quality of service, performance of the municipality and the accuracy of the accounts.

64.14.2 To enable customers to query and verify their accounts (metered electricity accounts, rates and refuse, sundry and housing) and to promptly resolve the query and rectify the inaccurate account. The queries or complaints in respect of account may be dealt with as follows:

- A customer may lodge a query or complaint in respect of any accuracy of an amount due and payable in respect of a specific municipal service as reflected on the account rendered.

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- A query or complaint must be lodged with the municipality or its authorized agent before the due date for payment of the account.
- A query or complaint must be accompanied by the payment of the average of the last three month's accounts where history of the account is available or an estimated amount provided by the municipality before payment due date until the matter is resolved.

The municipality or its authorized agent will register the query or complaint and provide the customer with a reference number.

- The municipality or its authorized agent:-
 - (a) shall investigate or cause the query or complaint to be investigate; and
 - (b) must inform the customer, in writing, of its finding within one month after the query or complaint was registered.

64.14.3 Failure to make such agreed interim payment or payments will render the customer liable for disconnection.

CHAPTER 8

OFFENCES

65. OFFENCES AND PENALTIES

Any person who: -

- 65.1. Fails to register and give information required by the municipality or its authorised agent in terms of these bylaws.
- 65.2. Assist any person in providing false or fraudulent information or assist in willfully concealing information;
- 65.3. Uses, tampers or interferes with municipal equipment, service supply equipment, reticulation network or consumption of services rendered;
- 65.4. Fails or refuses to give the municipality or its authorised agent such information as may reasonably be required for the purpose of exercising the powers or functions under these bylaws or gives such the municipality or its authorised agent false or misleading information, knowing it to be false or misleading;
- 65.4. Contravenes or fails to comply with a provision of these bylaws;
- 65.5. Fails to comply with the terms of a notice served upon him/her in terms of these bylaws, shall be guilty of an offence and liable upon conviction to the fines determined by a Chief Magistrate of the Magistrate's Court with jurisdiction in the area in which the offence has been committed or imprisonment as determined by a competent court.

CHAPTER 9

DOCUMENTATION

66. SIGNING OF NOTICES AND DOCUMENTS

A notice or document issued by the municipality in terms of these bylaws and signed by a staff member of the municipality or its authorised agent shall be

deemed to be duly issued and must on its mere production be accepted by a court of law as evidence of that fact.

67. NOTICES AND DOCUMENTS

67.1. A notice or document issued by the municipality or its authorised agent in terms of these bylaws shall be deemed to duly authorised if an authorised agent signs it;

67.2. Any notice or other document that is served on an owner, customer or any other person in terms of these bylaws is regarded as having been served:

-

- (a) If it has been delivered to that person personally;
- (b) When it has been left at that person's place of residence, business or employment in the Republic with a person over the age of sixteen years;
- (c) When it has been posted by registered or certified mail to that person's last known residential address or business in the Republic and an acknowledgement of posting thereof from the postal service is obtained;
- (d) If that person's address in the Republic is unknown, when it has been served on that person's agent or representative in the Republic in the manner provided in sub-sections (c); or
- (e) It has been posted in a conspicuous place on the property or premises, if any, to which it relates.

67.3. When any notice or other document must be authorised or served on the owner, occupier or holder of any property it is sufficient if that person is described in the notice or other document as the owner, occupier or holder

of the property or right in question and is not necessarily the name of that person.

67.4. In the case where compliance with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice.

67.5. When such notice is reflected on the face of an account such notice shall be deemed as adequate written notice for the supply to be disconnected when payment is not received on the due date stated on the statements.

68. **AUTHENTICATION OF DOCUMENTS**

Every order, notice or other document requiring authentication by the municipality shall be sufficiently authenticated. If signed by the municipal manager or by a duly authorised officer of the municipality or the authorised agent of the municipality; such authority being conferred by resolution of the municipality, written agreement or by a bylaw.

69. **PRIMA FACIE EVIDENCE**

In legal proceedings by or on behalf of the municipality or its authorised agent, a certificate reflecting the amount due and payable to the municipality or its authorised agent, under the hand of the municipal manager, or suitably qualified municipal staff member authorised by the municipal manager or the manager of the municipality's authorised agent, shall upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness.

70. **DEBT COLLECTION PROCEDURE**

The municipality has by resolution established a Credit Control and Debt Collection Policy only which regulates the debt collection procedure of the municipality. All debt collection is subjected to both the Bylaw and the Policy.

CHAPTER 10
GENERAL PROVISIONS

71. IRRECOVERABLE DEBT

71.1 Debt will only be considered as irrecoverable if it complies with the following criteria and the write off thereof has been approved by Council:

- a. All reasonable notifications and cost effective legal avenues have been exhausted to recover a specific outstanding amount; or
- c. The cost to recover the debt does not warrant further action; or
- d. The amount outstanding is the residue after payment of a dividend in the rand from an insolvent estate; or
- e. When the liquidator advised in writing that there is a danger of a contribution; or
- f. The liquidator advised in writing that there is no dividend that will accrue to creditors; or
- g. A deceased estate has no liquid assets to cover the outstanding amount following the final distribution of the estate; or
- h. Where the estate has not been reported to the Master and there are no moveable assets of value to attach; or
- i. It has been proven that the debt has prescribed; or
- j. The debtor is untraceable or cannot be identified so as to proceed with further action; or
- k. The debtor has emigrated leaving no assets of value to cost effectively recover Councils claim; or
- l. A court has ruled that the claim is not recoverable; or
- m. Arrears owed by previous Administrations, amongst themselves, that now form part of KwaDukuza municipality; or

- n. Old dormant account balances of debtors, inherited from the previous municipalities which now form part of KwaDukuza municipality, and where reasonable steps have been taken to recover these debts; or
- o. All debtors who are registered as indigent as more fully set out in Council's Indigent Policy will have all arrears written off; or
- p. All arrears may be written off to bad debts where Council expropriates any property.
- q. Upon closure of an active account and after the security deposit is released, any outstanding balance of thirty rand (R30.00) or less after three months cannot be transferred to another account belonging to the account holder should be written off by the Manager Income and reported to the Director Revenue or Chief Financial Officer.

72. POWER OF ENTRY AND INSPECTION

Subject to the Provisions of Section 101 of the Act, the municipality or its authorised agent may enter and inspect any premises for any purpose connected with the implementation or enforcement of these bylaws, at all reasonable times, after having given reasonable written notice to the occupier of the premises of the intention to do so.

73. EXEMPTION

73.1. The municipality may, in written, exempt an owner, customer, any other person or category of owners, customers, ratepayers, users of services from complying with a provision of these bylaws, subject to any conditions it may impose, if it is of the opinion that the application of operation of that provision would be unreasonable, provided that the municipality or its authorised agent shall not grant exemption from any section of these bylaws that may result in: -

- (a) The wastage or excessive consumption of municipal services;

- (b) Significant negative effects on public health, safety or the environment.
- (c) The non-payment for services;
- (d) The Act, or any regulations made in terms thereof, is not complied with.

73.2. The municipality at any time after giving written notice of at least 30 days, withdraws any exemption given in terms of subsection (1).

74. ELECTRONIC SUBMISSIONS

- 74.1 Where this Policy requires that a prescribed document must be signed or initialled, the signing or initialling may be affected in any manner recognised by law, including the use of an electronic signature, as defined in the Electronic Communications and Transactions Act (ECTA), if such document or the revenue management system specifically allows the use of an electronic signature.
- 74.2 The provisions of the ECTA apply to any electronic communication made in terms of or arising out of, this Policy.
- 74.3 Subject to the ECTA and any other law, a document incorporated into the revenue management system of the Municipality by electronic means shall be deemed to be the original and valid record.
- 74.4 The final letter of demand or any notice issued by way of e-mail or cell phone text message shall be considered as a proper demand or notice sent in terms of this policy.

75. AVAILABILITY OF BYLAWS

- 75.1. A copy of these bylaws shall be included in the Municipality Municipal Code as required in terms of legislation.

- 75.2. The municipality or its authorised agent shall take reasonable steps to inform customers of the contents of the credit control and debt collection bylaws.
- 75.3. A copy of these bylaws shall be available for inspection at the municipal offices or at the offices of its authorised agent at all reasonable time.
- 75.4. A copy of the bylaws be obtained against payment of a fee as prescribed in the Municipality's tariff of charges from the municipality or its authorised agent.

76. CONFLICT OF LAWS

- 76.1. When interpreting a provision of these bylaws, any reasonable interpretation which is consistent with the purpose of the Act as set out in Chapter 9 on Credit Control and Debt Collection, must be preferred over any alternative interpretation which is inconsistent with that purpose.
- 76.2. If there is any conflict between these bylaws and any other bylaws of the Municipality, these bylaws will prevail.

77. SHORT TITLE AND COMMENCEMENT

- 77.1. These bylaws are called the Credit Control and Debt Collection bylaws of the KwaDukuza Municipality and which bylaws come into effect on date of promulgation as of/from the issue of the this gazette.
- 77.2. The municipality may, by a resolution, determine that provisions of these bylaws, listed in the resolution, shall not apply in certain areas within its area of jurisdiction from a date specified in the notice.
- 77.3. Until any decision contemplated subsection (2) is taken, these bylaws are binding within the area of jurisdiction of the Municipality.

78. REPEAL OF BYLAWS

All previous Municipal Bylaws, and amendments thereto, relating to Credit control and Debt collection as promulgated by the KwaDukuza Municipality is hereby repealed.

Closing times for **ORDINARY WEEKLY** **2023** **KWAZULU-NATAL PROVINCIAL GAZETTE**

The closing time is **15:00 sharp** on the following days:

- **28 December**, Wednesday for the issue of Thursday **05 January 2023**
- **05 January**, Thursday for the issue of Thursday **12 January 2023**
- **12 January**, Thursday for the issue of Thursday **19 January 2023**
- **19 January**, Thursday for the issue of Thursday **26 January 2023**
- **26 January**, Thursday for the issue of Thursday **02 February 2023**
- **02 February**, Thursday for the issue of Thursday **09 February 2023**
- **09 February**, Thursday for the issue of Thursday **16 February 2023**
- **16 February**, Thursday for the issue of Thursday **23 February 2023**
- **23 February**, Thursday for the issue of Thursday **02 March 2023**
- **02 March**, Thursday for the issue of Thursday **09 March 2023**
- **09 March**, Thursday for the issue of Thursday **16 March 2023**
- **15 March**, Wednesday for the issue of Thursday **23 March 2023**
- **23 March**, Thursday for the issue of Thursday **30 March 2023**
- **30 March**, Thursday for the issue of Thursday **06 April 2023**
- **04 April**, Tuesday for the issue of Thursday **13 April 2023**
- **13 April**, Thursday for the issue of Thursday **20 April 2023**
- **20 April**, Thursday for the issue of Thursday **27 April 2023**
- **25 April**, Tuesday for the issue of Thursday **04 May 2023**
- **04 May**, Thursday for the issue of Thursday **11 May 2023**
- **11 May**, Thursday for the issue of Thursday **18 May 2023**
- **18 May**, Thursday for the issue of Thursday **25 May 2023**
- **25 May**, Thursday for the issue of Thursday **01 June 2023**
- **01 June**, Thursday for the issue of Thursday **08 June 2023**
- **08 June**, Thursday for the issue of Thursday **15 June 2023**
- **14 June**, Wednesday for the issue of Thursday **22 June 2023**
- **22 June**, Thursday for the issue of Thursday **29 June 2023**
- **29 June**, Thursday for the issue of Thursday **06 July 2023**
- **06 July**, Thursday for the issue of Thursday **13 July 2023**
- **13 July**, Thursday for the issue of Thursday **20 July 2023**
- **20 July**, Thursday for the issue of Thursday **27 July 2023**
- **27 July**, Thursday for the issue of Thursday **03 August 2023**
- **02 August**, Wednesday for the issue of Thursday **10 August 2023**
- **10 August**, Thursday for the issue of Thursday **17 August 2023**
- **17 August**, Thursday for the issue of Thursday **24 August 2023**
- **24 August**, Thursday for the issue of Thursday **31 August 2023**
- **31 August**, Thursday for the issue of Thursday **07 September 2023**
- **07 September**, Thursday for the issue of Thursday **14 September 2023**
- **14 September**, Thursday for the issue of Thursday **21 September 2023**
- **20 September**, Wednesday for the issue of Thursday **28 September 2023**
- **28 September**, Thursday for the issue of Thursday **05 October 2023**
- **05 October**, Thursday for the issue of Thursday **12 October 2023**
- **12 October**, Thursday for the issue of Thursday **19 October 2023**
- **19 October**, Thursday for the issue of Thursday **26 October 2023**
- **26 October**, Thursday for the issue of Thursday **02 November 2023**
- **02 November**, Thursday for the issue of Thursday **09 November 2023**
- **09 November**, Thursday for the issue of Thursday **16 November 2023**
- **16 November**, Thursday for the issue of Thursday **23 November 2023**
- **23 November**, Thursday for the issue of Thursday **30 December 2023**
- **30 November**, Thursday for the issue of Thursday **07 December 2023**
- **07 December**, Thursday for the issue of Thursday **14 December 2023**
- **14 December**, Thursday for the issue of Thursday **21 December 2023**
- **19 December**, Tuesday for the issue of Thursday **28 December 2023**

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