

# SOL PLAATJE LOCAL MUNICIPALITY

## Customer Care, Credit Control and Debt Collection Policy



**APPROVED ON THE 31<sup>ST</sup> OF MAY 2023**

**Council Resolution: C47/05/23**

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## 1. DEFINITIONS

In this Policy unless the context indicates otherwise:

**"account holder"** means any person who is due to receive a municipal account, which includes a user of pre-paid electricity or water;

**"Act"** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);

**"arrangement"** means an agreement between Sol Plaatje Municipality and the consumer whereby the consumer signs an acknowledgement of debt and binds him/herself to the payment of equal monthly instalments until the arrear debt is realised.

**"applicant"** means a person who applies for the supply of municipal services;

**"billing"** means invoicing on a municipal account to an account holder of an amount or amounts payable for assessment rates, metered services, other municipal charges, levies, fees, fines, taxes, or any other amount or amounts payable arising from any other liability or obligation;

**"Executive Director: Infrastructure Services"** means the person who holds the position of "Executive Director: Infrastructure Services" either substantively or in an acting capacity within Council, or any other officer authorised by the Executive Director: Infrastructure Services;

**"Council"** means the Council of the Sol Plaatje Local Municipality;

**"credit control"** means all the functions relating to the collection of revenue;

**"consumer"** means the occupier of any property to which the Municipality has agreed to supply or is actually supplying municipal services, or if there is no occupier, then any person who has entered into a service agreement with the Municipality for the supply of municipal services to such property, or, if there be no such person, then the owner of the property.

**"customer management"** means to focus on the account holder's needs in a responsive and proactive way to encourage payment and thereby limiting the need for enforcement;

**"customer service centre"** means -

- (a) an office where an applicant may apply for services and enter into a service agreement with the Municipality;
- (b) an office where an account holder may settle an account or may make pre-payment for services;
- (c) a credit screening point where the credit assessment of an applicant can be processed; or
- (d) an office where an account holder may query or verify accounts and metered consumption, and may communicate grievances, enquiries, recommendations and other relevant issues to the Municipality and from where the response from the Municipality can be conveyed to the account holder;

**"debt"** means any monies owing to the Municipality in respect of the rendering of municipal services, and includes monies owing in regard to property rates, water, sanitation, refuse removal, housing, sundries and terminated leases, and any other outstanding amounts, inclusive of any interest thereon, owing to the Municipality;

**"debtor"** means any person who owes a debt to the Municipality

**"due date"** means the date specified as such on a municipal account dispatched by the Municipality to an account holder for current charges payable and which is the last day allowed for the payment of such current charges;

**"indigent debtor"** means a debtor who meets certain criteria, as determined by the Municipality from time to time;

**"interest"** means the rate of interest determined by the Council payable on the amount due in terms of a municipal account which is in arrears;

**"Municipality"** means the Sol Plaatje Local Municipality, a category B municipality, established in terms of section 12, Local Government: Municipal Structures Act, 117 of 1998 and where the context refers to an act or omission thereof, means the Municipality, acting through the Municipal Manager or his/her delegate;

**"municipal account"** means an account rendered on which is billed an amount or amounts payable to the Municipality for assessment rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation;

**"Municipal Manager"** means the person appointed in terms of section 54A of the Local Government: Municipal Structures Act;

**"municipal service charges"** means those assessment rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation reflected on the municipal account for which payment is required by the Municipality;

**"occupier"** means any person who occupies any property or part thereof notwithstanding the title under which the person occupies, and includes -

- (a) any person in actual occupation of such property;
- (b) any person legally entitled to occupy such property;
- (c) in the case of property which have been subdivided and let to
- (d) lodgers or various tenants, the person receiving the rent payable by such lodgers or tenants whether on that person's own account or as agent for any person entitled thereto or interested therein;
- (e) any person having the charge or management of those property, and includes the agent of any such person when the person is absent from the Republic of South Africa or his or her whereabouts are unknown; and
- (f) the owner of the property;

**"officer"** means an employee of the Municipality or any other person who is specifically authorised thereto by the Municipality to perform any act, function or duty in terms of, or exercise any power under the Municipality's by-laws;

**"owner"** means -

- (i) a person in whom the legal title to a property is vested;

- (ii) in a case where the person in whom the legal title is vested is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the administration of and control of such property is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative;
- (iii) in the event that the Municipality is unable to determine the identity of the person in whom the legal title is vested, the person who is entitled to the benefit of such property or a building thereon;
- (iv) in the case of property for which a lease of 30 years or more has been entered into, the lessee thereof;
- (v) 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), and without restricting the above, the developer or the body corporate in respect of the common property; or
  - (ii) a section as defined in such Act, the person in whose name such section is registered under a sectional title deed and includes the lawfully appointed agent of such a person;
- (vi) any legal person including, but not limited to -
  - (i) a company registered in terms of the Companies Act, 1973 (Act No. 61 of 1973), the Companies Act, 2008 (Act No. 71 of 2008), Trust inter vivos, Trust mortis causa, a Closed Corporation registered in terms of the Closed Corporation's Act, 1984 (Act No. 69 of 1984), a voluntary association;
  - (ii) any Department of State;
  - (iii) any Council or Board established in terms of any legislation applicable to the Republic of South Africa; and
  - (iv) any Embassy or other foreign entity; and

- (vii) a lessee of municipal property who will be deemed to be the owner for the purposes of rendering a municipal account;

**"payment extension"** means the extension of the due date already expired for payment in part or whole, where the Municipality has agreed to substitute that due date with a payment extension date in applicable cases;

**"payment extension date"** means the date on which Credit Control has determined that a consumer must pay arrear charges which were not paid by the due date;

**"person"** includes a legal person;

**"preferred customer"** means a person who may be granted special concessions by the Municipality;

**"property"** means any piece of land, the external surface boundaries of which are delineated on -

- (a) a general plan or diagram registered in terms of Land Survey, Act of 1927 (Act No. 9 of 1927), or in terms of the Deeds Registry, Act of 1937 (Act No. 47 of 1937); or
- (b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 93 of 1986), which is situated within the area of jurisdiction of Council;
- (c) and includes any other land and any building or structure above or below the surface of any land;

**"prescribed charge"** means a charge prescribed by the Council or an authorized officer;

**"revenue"** means all monies due to the Municipality and in regard to which it has the right to enforce payment;

**"tampering"** means any unauthorised interference with the Municipality's supply, seals and metering equipment and **"tamper"** has a corresponding meaning;

**"target"** means realistic targets which may be set by the Council from time to time; and change from time to time by Council;



**"unreliable customer"** includes an account holder, who according to his or her payment record has failed to settle his or her municipal account by the due date or who was or is in arrears with payments due to the Municipality or who has tampered or interfered with metering equipment, seals, or the supply of municipal services;

**"third party debt collector"** means any person or persons duly authorised to collect monies or institute legal proceedings against debtors, on behalf of the Municipality;

**"total household income"** or **"household income"** means the total formal and informal gross income of all people living permanently or temporarily on the property on which the account is based.

## **2. OBJECTIVE AND SCOPE OF POLICY**

The Council, in adopting this policy recognises its constitutional obligation to promote social and economic development in harmony with the environment and to ensure the provision to communities of services which are affordable and of an acceptable standard.

It further recognises that it cannot fulfil its constitutional duties unless it ensures compliance by members of the local community with the provisions of section 5(2)(b) of the Local Government: Municipal Systems Act, No. 32 of 2000 (hereinafter referred to as the **"Act"**), to pay promptly for service fees, surcharges on fees, rates on property and other taxes, levies and duties which have been legitimately imposed by it (subject to the relief afforded in its Indigent Management Policy).

The Council is further mindful of its obligations in terms of sections 95 and 97 of the Act and accordingly aims:

- (a) through the implementation of this policy, to ensure that the Municipality is financially and economically viable;
- (b) to establish and maintain a customer care and management system which aims -

- (i) to create a positive and reciprocal relationship between the Municipality and an account holder;
  - (ii) to establish mechanisms for an account holder to give feedback to the Municipality regarding the quality of the services and the performance of the Municipality;
  - (iii) to ensure that reasonable steps are taken to inform an account holder of the costs involved in service provision, the reasons for payment of service fees, and the manner in which monies raised from the services provided, are utilised;
  - (iv) to ensure, where the consumption of services has to be measured, that reasonable steps are taken to measure the consumption by individual account holders of services through accurate and verifiable metering systems;
  - (v) to ensure that an account holder receives regular and accurate accounts that indicate the basis for calculating the amounts due;
  - (vi) to provide accessible mechanisms for an account holder to query or verify a municipal account and metered consumption and appeal procedures which allow the account holder to receive prompt redress for inaccurate accounts;
  - (vii) to provide accessible mechanisms for dealing with complaints from an account holder, together with prompt replies and corrective action by the Municipality, and to provide mechanisms to monitor the response time and efficiency of the municipal's actions;
  - (viii) to provide for accessible pay points and other mechanisms for settling an account or for making pre-payments for services; and
- (c) to put in place credit control and debt collection mechanisms and procedures which aim to ensure that all money that is due and payable, from whatever cause, to the Municipality, subject to the Act and other legislation, is collected;
- (d) to achieve and maintain consistently high levels of payment by its customers in accordance with the best practice achieved in municipalities in the Republic and in accordance with the standards set each year by the Council in conjunction with its approval of the Budget;

- (e) The Council further recognises that the Constitution entitles everyone to administrative action which is lawful, reasonable and procedurally fair and to be given reasons for any such action which affects them.

The Promotion of Administrative Justice Act 3/2000 is the legislation required by the Constitution to give effect to the right to just administrative action and in order to promote an efficient administration and good governance and to create a culture of accountability, openness and transparency in public administration or in the exercise of a public power or the performance of a public function.

This policy incorporates the above principles by providing parameters and procedures to guide the Municipality and its officers in implementing it, and thereby exercising a public power through a series of administrative actions. In so doing, this policy seeks to provide certainty on the part of those affected by it with regard to how the Municipality will act in the circumstances covered by the policy and uniformity of action on the part of its officers.

The Municipality commits itself and its officers to act fairly and justly in an open and transparent manner in implementing this policy.

### **3. PRINCIPLES OF THE POLICY**

The following principles shall be upheld at all times

- Everyone has the right to dignity and to have their dignity respected and protected;
- The policy must be implemented with equity, fairness and consistency;
- The implementation of this policy is based on sound business practices and applicable legislation;
- Where alternatives are available the Municipality may provide reduced levels of service to manage the debt growth;
- It is not the Municipality's intention to place the accountholder in a situation in our pursuit to protect and collect revenue, where the debtor becomes indebted beyond recovery. This policy, inter alia, is to assist to rehabilitate debtors with arrear accounts.

#### **4. DUTY TO COLLECT DEBT**

All debt owing to the Municipality must be collected in accordance with this policy and other municipal policies and by-laws.

## **IMPLEMENTATION AND ENFORCEMENT OF POLICY AND DELEGATIONS**

#### **5. MUNICIPAL MANAGER IS THE RESPONSIBLE AND ACCOUNTABLE OFFICER**

The Municipal Manager -

- (a) is responsible to the Executive Mayor for the implementation and enforcement of the provisions of this policy;
- (b) must, for the purposes of (a) take the necessary steps to implement and enforce the provisions of this policy;
- (c) is accountable to the Executive Mayor for the agreed performance targets as approved by Council and the Executive Mayor, and for these purposes must
  - (i) from time to time, report to the Executive Mayor on matters relating to this policy, including but not limited to -
    - the effectiveness of this policy and the administrative mechanisms, resources, processes and procedures used to collect money that is due and payable to the Municipality;
    - billing information, including the number of account holders, accruals, cash flow, and customer management;
    - the satisfaction levels of account holders regarding services rendered; and
    - the effectiveness of the provisions to assist indigents herein and in the Indigent Policy; and

- (ii) at regular intervals meet with and receive reports from the CFO and other staff members with the aim of submitting recommendations on this policy to the Executive Mayor;
- (iii) where necessary, propose steps to the Executive Mayor with the aim of improving the efficiency of the credit control and debt collection mechanisms, processes and procedures;
- (iv) where necessary, propose to the Executive Mayor actions and adjustments to correct deviations;
- (v) establish effective communication channels between the Municipality and account holders with the aim of keeping account holders abreast of all decisions by Council that may affect them;
- (vi) establish customer service centres which are located in such communities as determined by Council;
- (vii) identify, appoint, and enter into agreements with suitable business concerns, institutions, organizations, establishments or parastatal institutions to serve as agencies of the Municipality in terms of this policy;
- (viii) convey to account holders information relating to the costs involved in service provision, the reasons for payment of service fees, and the manner in which monies raised from the services are utilised, and may where necessary, employ the services of local media to convey such information;
- (ix) expedite the processing of complaints or inquiries received from an account holder and must ensure that an account holder receives a response within a time determined by this policy and must monitor the response time and efficiency in these instances;
- (x) in line with the latest technological and electronic advances, endeavour to make twenty-four hour electronic inquiry and payment facilities available to account holders;
- (xi) encourage account holders and take steps where needed, to ensure settlement of outstanding accounts within the ambit of this policy; and

(xii) with the consent of an account holder, enter into an agreement with the account holder's employer to deduct from the salary or wages of the account holder -

- any outstanding amounts as may be agreed; and
- such regular monthly amounts as may be agreed, and may provide special incentives for employers to enter into such agreements, and employees to consent to such agreements.

## **6. DELEGATION**

The necessary power and authority is hereby delegated to the Municipal Manager to enable him/her to fulfil his/her responsibilities and obligations in terms hereof, with full authority to further delegate any specific responsibility.

# **CUSTOMER CARE AND CREDIT CONTROL**

## **7. APPLICATION FOR SUPPLY OF METERED MUNICIPAL SERVICES AND SERVICE AGREEMENTS**

7.1 Any application for any supply of services to any property 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 this policy and the Municipal Manager or his or her delegate from time to time. Applications must be made on the prescribed forms and must be complete and accurate. Incomplete or inaccurate applications will be cancelled if not rectified within a month of the account holder being asked to do so.

7.2 Subject to the provisions of clause 42 (Right of appeal), only the owner of a property, or his/her duly authorised agent acting on his/her behalf, or in the case of a deceased estate which was an indigent household, may apply for municipal services to be supplied to a property;

- 7.3 Sol Plaatje Municipality does not enter into service agreements with tenants of properties except in the following circumstances:
- 7.3.1 Properties with multiple businesses (e.g. business parks or complexes) and where there is separate metering to the standards set out in the Municipality's by-laws;
  - 7.3.2 Municipal property rental stock;
  - 7.3.3 Properties owned by government and being rented out and where there is separate metering to the standards set out in the Municipality's By-laws;
  - 7.3.4 In any instance where the applicant for services is not the owner of the property, and is permitted in terms of clauses 7.3.1 to 7.3.3 to enter into a service agreement with the Municipality, permission from such owner must accompany the application along with any other prescribed information;
- 7.4 Existing tenant accounts shall be terminated and all monies owed on such accounts shall be transferred to the relevant property owner's account;
- 7.5 No services shall be supplied unless and until:
- (a) the applicant has paid all outstanding amounts owed by them to Sol Plaatje Municipality;
  - (b) application has been made by the owner or his/her agent on their behalf, or in the event of a deceased estate which was indigent, the lawful occupier, and a service agreement in the prescribed format has been entered into and the required deposit has been paid.
- 7.6 An application for a supply of services for a period of less than one year is regarded as an application for a temporary supply.

## **8. SUPPLY OF UNMETERED SERVICES**

- 8.1 Property rates and taxes, refuse, and sanitation charges will be levied against the property for the owner's account.
- 8.2 These charges are against the property and billed to the owner in his/her capacity as owner of the property.

## **9. AVAILABILITY CHARGES**

- 9.1 Where the erf is vacant, or the services aren't being consumed in a particular month to a minimum of 6 kilolitres of water and/or 50 kilowatt-hours of electricity, an availability charge will be levied against the property for refuse, sanitation, electrical and water services where applicable. This provision does not apply to accountholders who are registered as Indigents in terms of the Indigents Management Policy.
- 9.2 Where the property is located in an area where the services cannot be made available due to the absence of infrastructure, and so determined by the relevant Municipal Department, then no availability charges will be levied against the property.
- 9.3 The amount of such availability charge will be determined by Council from time to time as part of its annual budget approval process.

## **10. CREDIT SCREENING**

- 10.1 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.
- 10.2 In providing their personal information on an application form and documentary proof, an applicant consents to the processing of their personal information by the Municipality for the approval of their application for services.
- 10.3 For the purposes of determining the creditworthiness of an account holder the Municipality may make use of the service of a credit bureau, or such any other agency or means as the Municipal Manager or his/her delegate may determine from time to time.



## **11. APPLICATIONS FOR ALL OTHER MUNICIPAL SERVICES AND APPROVALS**

Where an application is made for any other service, for example, rezoning of a property, or the approval of a building plan, all arrears in respect of the subject property must be paid or a suitable arrangement in terms of clause 18 must be made, before such applications will be considered.

## **12. DEPOSITS**

This section must be read with the Sol Plaatje Municipality's Consumer Deposit Policy.

- 12.1 On approval of the application and before services are made available; the Municipality may require the applicant -
- a) to pay the required deposit amount to the Municipality, to serve as security for the due payment of services and working capital;
  - b) to provide any other form of security e.g. bank guarantee; or
  - c) to agree to special conditions regarding payment of the municipal account.
- 12.2 The Municipal Manager or his/her delegate may from time to time review the adequacy of the sum of money deposited and if necessary call for additional security.
- 12.3 The Municipal Manager his/her delegate may, in respect of preferred customers, consider relaxation of the conditions pertaining to the payment of a deposit as set out in clauses 12.1 and 12.2 above.
- 12.4 On termination of the supply of services, the amount of such deposit, as determined by Council from time to time, less any payments due to the Municipality, must be refunded to the depositor.

## **13. BILLING AND PAYMENT**

- 13.1 The account holder must pay all amounts due to the Municipality as reflected in the municipal account, and the onus is on the account holder to verify the accuracy of such account, provided however that:

- (a) the Council may from time to time offer a discount on amounts due to the Municipality as an incentive for timely payment of current amounts due by the due date therefor;
  - (b) an account holder remains liable to make payment of the full amount due, on due date therefor and any discount becoming due to an account holder in terms of any such incentive in force from time to time will be reflected as a credit on the current month's account;
- 13.2 An account holder must pay for metered and other service charges, assessment rates, other municipal charges, levies, fees, fines, interest, taxes or any other liability or obligation from the date of origin of such municipal charges until the written termination of the services.
- 13.3 An account holder -
  - (a) has one account number and will be rendered one consolidated account for each property to which services are rendered or for which rates are due, on which the due date for settlement of the total amount owing is reflected; and
  - (b) will be rendered an account monthly in cycles of approximately thirty days;
- 13.4 Payment must be received before close of business on the due date.
- 13.5 Payment made to any of the service providers appointed by the Municipality to receive payments on its behalf, should be made at least four working days before the due date to enable the payment to be processed, and interest will accrue and no payment discount will be given should the Municipality receive payment from any such service provider after the due date.
- 13.6 The Municipality may estimate the quantity of metered services supplied in respect of a period or periods within the interval between actual successive readings of the meters, and may render an account to an account holder for the quantity of metered services so estimated.
- 13.7 It is the accountholder's responsibility to ensure that their respective meters are free and clear of any obstacles which could cause the meter readers not

to perform their duties of reading said meters. This includes ensuring that the meter boxes are not filled with sand or covered by debris.

- 13.8 If a meter is unread because it is covered (whether by debris or sand etc.) the Municipality has a right to clear the debris or uncover the meter to enable such meter to be read. This will be done at an additional cost to be determined by Council from time to time. Such cost will be billed against the respective meter's account.
- 13.9 If an account holder is dissatisfied with an account rendered for metered services supplied by the Municipality, such account holder may, prior to the due date stipulated therein, lodge an objection in writing to the Chief Financial Officer ("**CFO**"), setting out reasons for such dissatisfaction. The CFO, duly delegated by the Municipal Manager or his/her sub-delegate, shall adjudicate on the objection.
- 13.10 Should an account holder lodge an objection the account holder must notwithstanding such objection, continue to make monthly payments to the Municipality by the due date, of an amount equivalent to the average of the account holder's municipal account for the three month period prior to the month in respect of which the dispute is raised, and taking into account interest as well as the annual amendments of tariffs of Council.
- 13.11 An error or omission in any account or failure to render an account shall not relieve the account holder of the obligation to pay the Municipality monthly by the due date.
- 13.12 If an account holder uses water or electricity for a category of use other than that for which it is supplied by the Municipality and is as a consequence not charged for water or electricity so used, or is charged for the water or electricity at a rate lower than that at which the account holder should have been charged, the account holder shall be liable for the amount due to the Municipality in accordance with the prescribed charges in respect of-
- (a) the quantity of water or electricity which in the opinion of the Municipal Manager, or his/her delegate, the account holder has used and for which the account holder has not been charged; or
  - (b) the difference between the cost of the water or electricity used by the account holder at the rate at which the account holder has been

charged and the cost of the water or electricity at the rate at which the account holder should have been charged.

13.13 An account holder shall not be entitled to a reduction of the amount payable for metered services which are lost due to a default in the meter, save in terms of the provisions of clause 26.8(c).

13.14 The Municipality may-

- (a) consolidate any separate accounts of an account holder liable for payments to the Municipality; and
- (b) credit any payment by an account holder against any debt or account of that account holder;
- (c) implement any of the provisions of this policy and Chapter 9 of the Act against such account holder in relation to any arrears on any of the accounts of such a person;
- (d) allocate payments made in order of the current amounts first and then arrears and in order of such arrears in the order below:
  - (i) Legal Fees and Penalties
  - (ii) Interest
  - (iii) Sewerage charges
  - (iv) Refuse charges
  - (v) Water charges
  - (vi) Electricity charges
  - (vii) Other
- (e) Where required, the deposit contemplated in clause 12 above will be allocated according to the order in (d) above.

#### **14. TERMINATION OF SERVICE AGREEMENT**

14.1 Notice of termination of any service agreement must be in writing to the other party of the intention to do so.

14.2 An owner may terminate a service agreement relating to a property sold by him/her, by giving not less than four working days' notice in writing.

- 14.3 The Municipal Manager or his/her delegate may, on not less than fourteen working days' notice in writing, advise an account holder of the termination of the agreement for a supply of municipal services if-
- (a) The account holder has not consumed any water or electricity during the preceding six months, or has vacated the property and has not made satisfactory arrangements for the continuation of the agreement;
  - (b) The account holder has committed a breach of this policy and has failed to rectify such breach; or
  - (c) The Municipality is unable to continue to supply the account holder with municipal services as a result of the assumption by another authority of responsibility for the supply of the municipal service in question.

## **PROPERTY RATES AND TAXES**

### **15. AMOUNT DUE FOR PROPERTY RATES AND TAXES**

- 15.1 Joint owners of a property are jointly and severally liable for payment of rates and taxes levied thereon.
- 15.2 Payment of rates and taxes may not be deferred beyond the due date by reason of an objection to the valuation of the property appearing on the Valuation Roll.

### **16. CLAIM ON RENTAL FOR PROPERTY RATES AND TAXES IN ARREARS**

The Municipality may apply to Court for the attachment of any rent due in respect of rateable property to cover in part or in full any amount due for rates and taxes on a said property which has remained unpaid for a period longer than three months after the payment date.

## **17. LIABILITY OF DIRECTORS AND MEMBERS FOR RATES AND TAXES**

Where a company, close corporation, trust or a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986) is responsible for the payment of any amounts for rates, liability therefor shall be extended to the directors, members or trustees thereof jointly as the case may be.

# **NON-PAYMENT OF MUNICIPAL ACCOUNTS AND DEBT COLLECTION**

## **18. ARRANGEMENTS FOR PAYMENTS**

- 18.1 An account holder, who is unable to pay a municipal account in full, may, before any steps are taken in terms of clause 21 and 30, approach the Municipality in order to make short-term arrangements to settle the account.
- 18.2 Any arrangement concluded with the Municipality to pay-off arrear amounts due by an account holder must be recorded in a written agreement with the Municipality. Any such arrangements must be in accordance with the framework determined by the Council from time to time and contained in the schedule hereto.
- 18.3 If the conditions of the arrangement are not adhered to by the account holder, the total debt becomes due and payable and no further arrangements will be considered.
- 18.4 Only two arrangements may be made with the account holder in any financial year.
- 18.5 In addition to clause 18.4 the Municipality must cause the installation of a prepayment electricity meter at the property in respect of the services where the account holder has defaulted on said arrangements.
- 18.6 The written arrangement which contains an acknowledgement of debt must be signed on behalf of the Municipality by the Municipal Manager or his/her delegate as well as the account holder.

18.7 In any instance where an account holder seeks to make arrangements for payment of arrear amounts due, in instalments, the Municipal Manager or his/her delegate may as a condition of any agreement -

- (a) review and require an increase in the account holder's deposit;
- (b) require of an account holder to pay current and/or arrear amounts by means of a stop order or debit order;
- (c) require of an account holder to convert to a pre-paid metering system;  
or
- (d) require any other form of security, including a personal surety from the directors, members or trustees of a company, close corporation, trust or body corporate as the case may be.

The extent of these conditions as well as the amount of the deposit will be determined based on the affordability of the account holder as assessed by the municipal official. Such increase in the deposit may not exceed the maximum deposits approved by the Municipality for that financial year.

18.8 Interest will be charged on all arrangements at a rate determined by Council from time to time.

## **19. PAYMENT EXTENSIONS**

19.1 Payment extensions are used as an alternative to an arrangement where it is in the opinion of the Municipal Manager or his/her delegate that the account holder, based on evidence submitted, is unable to commit to fixed monthly payments.

19.2 A payment extension may only be made in periods of not more than 30 days whereupon the account holder must enter into another extension after sufficient payment is made.

19.3 All payment extensions must be reviewed monthly and consideration must be had to convert same to a formal arrangement.

19.4 No payment extensions for a specific account are permitted for account holders who have an existing arrangement in respect of such account with the Municipality.

## **20. INTEREST ON OVERDUE MUNICIPAL ACCOUNTS**

- 20.1 The Council must at least annually determine an interest rate to be levied on any arrear amounts due and payable to Council and any arrangements in terms of clause 18 or payment extensions in terms of clause 19, must provide for recovery of interest at the determine the rate.
- 20.2 Notwithstanding the provisions of clauses 18 and 19 above, or the reason for non-payment, interest at the prescribed rate will accrue whilst an account remains unpaid beyond the due date.
- 20.3 Interest must be calculated monthly in advance and a portion of a month shall be regarded as a month.

## **21. COLLECTION MECHANISMS**

- 21.1 One or more of the following mechanisms may be implemented by the Municipality should an account holder fail to settle a municipal account by the due date.
- (a) delivery or mailing of a written demand for payment setting out the status of the account and the consequences of not paying or concluding an arrangement by a stipulated date;
  - (b) informing the account holder telephonically or by any other electronic means of the overdue amount and of the impending disconnection or restriction of services;
  - (c) disconnection or restriction of the supply of municipal services to the property, restriction or termination of the sale of prepaid services to an account holder, disconnection or removal of any pre-paid metering system;
  - (d) debiting of the municipal account of the account holder with all applicable costs and charges (including penalties and charges, and legal costs);
  - (e) institution of action against the account holder for recovery of all arrear amounts and costs and in the case of rates for an order that the property is specially executable;
  - (f) requiring of the account holder to convert to another metering system;



- (g) allocation of a portion of any pre-paid payment to other debts;
- (h) the release of debtor information to a credit bureau;
- (i) the publishing of a list of account holders who remain in default;
- (j) withholding payment of a grant-in-aid allocated to the account holder and subject to the provisions of **clause 33**, excluding the account holder from the tender process;
- (k) setting-off of any amount due by the Municipality to the account holder against amounts due for rates and services or any other outstanding amount owed to the Municipality;
- (l) review and alteration of the conditions of the service agreement;
- (m) classification of the account holder as an unreliable customer;
- (n) using the services of external debt collection specialists or agencies;
- (o) employing any other methods which are in the discretion of the Municipal Manager or his/her delegate appropriate for the recovery of arrear amounts.

21.2 The Municipality's usual practice and procedure in pursuing recovery of debts as determined from time to time by the Municipal Manager in terms of his/her delegated authority under this policy, is contained in the schedule 2. The Municipal Manager shall nevertheless have discretion to implement the procedure in the manner most appropriate for individual circumstances and may accordingly bypass any step.

21.3 The Municipality reserves the right to cause a replacement of conventional meter with a prepaid meter for any customer. The cost of the meter may be fully subsidised by the Municipality in cases of indigent households, as well as accounts with arrears of more than 60 days and longer as part of revenue protection and revenue enhancement strategies of the Municipality.

21.4 If a supply has been disconnected or restricted, and the account holder thereafter remains in arrears, the property must be monitored to ensure that the metered supply remains disconnected or restricted, and if it is found that the supply which had been disconnected or restricted previously has been restored -

- (a) the Municipality will have the right to take action as required in terms of **clause 31** of this policy, and the account holder or the property owner shall be responsible for the applicable fees, charges or damages;
- (b) the Municipality may refuse to supply services for a period determined by Council from time to time; and
- (c) in the instance of the use of a pre-paid meter, the Municipality, may withhold the further supply of pre-paid services.

21.5 Where a duly authorised officer of the Municipality has visited a property for the purpose of disconnecting or restricting the supply of a service and was obstructed or prevented from effecting such disconnection or restriction, an amount equal to the prescribed fee for a reconnection shall become payable for each visit necessary for the purpose of such disconnection or restriction, subject to a maximum of two such visits during which disconnection or restriction could not be effected.

21.6 The right of the Municipality to deny, restrict, disconnect or terminate services due to the non-payment of any assessment rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation prevails notwithstanding the fact that -

- (a) the account holder purported to allocate a payment to the amount due for a particular service;
- (b) the person who entered into a service agreement for supply of services with Council and the owner are different entities or persons, as the case may be.

21.7 The Municipality shall implement an incentive for settlement of arrears accounts as illustrated below:

- a) 100 % of all interest charges and penalties not yet paid and still reflecting on the consumer's most recent account may be written off

if such account is settled in full prior to the next billing run of such account.

- b) 85 % of all interest charges and penalties not yet paid and still reflecting on the consumer's most recent account may be written off if such account is settled in full over a period of two consecutive months.
  - c) 50 % of all interest charges and penalties not yet paid and still reflecting on the consumer's most recent account will be written off if such account is settled in full over a period of three consecutive months.
- 21.8 The incentives contemplated above will only be provided (i.e. removed from the account) once all of the due amounts have been paid within the prescribed periods.
- 21.9 Notwithstanding the above, the Accounting Officer or his/ her delegate is authorised within the ambits of this policy and in the interest of the Municipality to consider each application or request to settle an account and may offer any other discount as they may see necessary based on the circumstances and merits of the application. To implement the above clause, the delegation of powers is as follows;
- a) The CFO may offer a further 20% discount on capital excluding metered services.
  - b) The Accounting Officer may give a further 30% discount on capital excluding metered services.
- 21.10 Such incentives applied will be reported to the Finance Committee monthly for information.
- 21.11 Debt which is classified as irrecoverable will be dealt with in terms of the Municipality's Debt Write-off Policy.

## **22. USE OF THIRD-PARTY COLLECTION AGENCIES, ATTORNEYS**

- 22.1 Where the Municipality exercises its right in terms of clause 21.1 (n), such costs associated with the collection process will be dealt with in the following manner:
- 22.1.1 The fee payable by the Municipality to the service provider will be billed against the debtor's account.
  - 22.1.2 The Municipality may write off this fee against the provision for bad debts.

## **23. COUNCILLOR AND MUNICIPAL STAFF ARREARS**

- a) Staff arrears will be dealt with in accordance with Schedule 2 of the Act, and in terms of any procedures, method or actions referred to in this policy. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipality shall deduct any outstanding amount from such staff members' salary after this 3 (three) month period.
- b) In accordance with Schedule 1, item 12A of the Systems Act, a Councillor of the Municipality may not be more than 3 (three) months in arrears for municipal service fees, surcharges on fees, property rates or any other municipal taxes, levies and duties levied by the Municipality. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipality shall deduct any outstanding amount from such Councillor's remuneration after this 3 (three) month.
- c) Upon the event of a staff member no longer being employed by the Municipality, or a Councillor no longer serving as such, the Municipality must deduct all amounts owed to it by such staff member or Councillor from any outstanding amounts the Municipality owes to such staff member or Councillor.
- d) In the event of, and only in such event, this offset not being sufficient to satisfy the debt owed to the Municipality, the Municipality must then lodge

a claim against the Pension of such staff member or Councillor unless a suitable arrangement has been made in terms of clause 18. This provision (d) only applies to debt in respect of property rates, metered services, other municipal charges, levies, fees, fines, interest, and taxes and does not purport to limit or supplant in any way the Municipality's rights in law to recover amounts owed to it.

#### **24. ARREARS OWED BY SPHERES OF GOVERNMENT**

Any arrears owed by any sphere of government shall be dealt with in terms of this policy where such action does not conflict with any statutory laws and all requirements in terms of such laws must first be adhered to prior to invoking the prescripts of this policy for the purpose of recovering outstanding debt. For reference, the Local Government: Municipal Finance Management Act, 56 of 2003; the Intergovernmental Relations Framework Act, 13 of 2005; and the Institution of Legal Proceedings Against Certain Organs of State Act, 40 of 2002; and any other applicable legislation.

#### **25. HOUSING RENTAL SCHEMES: COLLECTION PROCESS**

Tenants are required to have signed Lease Agreements with the Municipality. No sub-letting by the tenant is permitted. Housing officials may from time to time perform inspections at any rented property of the Municipality. The Municipality adopted a consolidated billing system whereby all services including rental are charged on one account. The process below refers to collection of rent amounts due/overdue:

- a) Rental is payable in advance by the due date.
- b) If payment is not received, a first contact letter requesting payment and offering the debtor an opportunity to make an arrangement within 30 (thirty) days, from the date of the letter, is sent to the defaulting debtor.
- c) If no response to the first contact letter, a letter of demand is sent, allowing the defaulter 30 (thirty) days, from the date of the letter, a further opportunity to make an arrangement.
- d) If the debtor fails to respond to this letter of demand, within 30 (thirty) days, the debtor will, within the next 30 (thirty) days, receive a house visit.

- e) Failure to respond after the house visit, will result in legal proceedings and ultimately the seeking of relief from the Courts of an eviction order.

## **METERING EQUIPMENT AND METERING OF SERVICES**

### **26. METERING EQUIPMENT AND MEASURING OF CONSUMPTION**

- 26.1 The Municipality shall, at the account holder's cost, in the form of a direct charge or prescribed fee, provide, install and maintain appropriately rated metering equipment at the point of metering for measuring metered services.
- 26.2 The Municipality reserves the right to meter the supply to a block of shops, flats, tenement-houses and similar buildings for the building as a whole, or for an individual unit, or for a group of units.
- 26.3 Where any building referred to in 26.2 is metered as a whole -
  - (a) the owner may, at own cost, provide and install appropriate sub-metering equipment for each shop, flat and tenement to the municipality's technical standards; or
  - (b) the relevant Executive Director, duly delegated by the Municipal Manager, may require the installation, at the account holder's expense, of a meter for each unit of any property in separate occupation for the purpose of determining the quantity of metered services supplied to each such unit.
- 26.4 Where the electricity used by consumers is charged at different tariff rates, the consumption shall be metered separately for each rate.
- 26.5 Where sub-metering equipment is installed, accommodation separate from the municipality's metering equipment must be provided by the account holder as required by the Municipality.
- 26.6 Except in the case of pre-payment meters, the quantity of metered services used by an account holder during any metering period is ascertained by reading the appropriate meter or meters supplied and installed by the Municipality at the beginning and end of such metering period, except where the metering equipment is found to be defective.

- 26.7 For the purpose of calculating the amount due and payable for the quantity of metered services consumed, the same amount of metered services shall be deemed to be consumed during every period of 24 hours between readings.
- 26.8 The following shall apply with regard to the accuracy of metering:
- (a) A meter shall be conclusively presumed to be registering accurately if its error, when tested in the manner prescribed in 26.13, is found to be within the limits of error as provided for in the applicable standard specifications;
  - (b) the Municipality has the right to test its metering equipment, and if it is established by test or otherwise that such metering equipment is defective, the Municipality shall in accordance with the provisions of 26.6;
    - (i) in case of a credit meter, adjust the account rendered; or
    - (ii) in the case of prepayment meters, render an account where the meter has been under-registering; or issue a token where the meter has been over-registering;
  - (c) An account holder is entitled to have metering equipment tested by the Municipality on payment of the prescribed fee, and if the metering equipment is found not to comply with the system accuracy requirements as provided for in the applicable standard specifications, an adjustment in accordance with the provisions of clauses 26.7 and 26.8(b) shall be made and the aforesaid fee shall be refunded.
- 26.9 No alterations, repairs, additions or connections of any description may be made on the supply side of the point of metering unless specifically approved in writing by the Municipal Manager or his/her delegate.
- 26.10 Prior to the Municipality making any upward adjustment to an account in terms of clause 26.8(b), the Municipality must -

- (a) notify the consumer in writing of the amount of the adjustment to be made and the reasons therefor;
- (b) in such notification provide sufficient particulars to enable the account holder to submit representations thereon; and
- (c) call upon the account holder in such notice to present it with reasons in writing, if any, within 21 days or such longer period as the Municipality may in its discretion permit, why the account should not be adjusted as notified;
- (d) Should the consumer fail to provide any representation during the period referred to in clause 26.10(c) the Municipality shall be entitled to adjust the account as notified in clause 26.10(a).

26.11 The Municipality must consider any representation provided by the consumer in terms of clause 26.10 and must, if satisfied that a case has been made out therefore, adjust the account appropriately.

26.12 If the Municipal Manager or his/her delegate decides, after having considered a representation made by the account holder, that such representation does not establish a case warranting an amendment to the amount established in terms of clause 26.15, the Municipality shall adjust the account as notified in terms of clause 26.10(a), and the account holder shall have the rights of appeal provided for in this policy.

26.13 Meters are tested in the manner as provided for in the standard specifications applicable thereto.

26.14 When an adjustment is made to the consumption registered on a meter in terms of clauses 26.8(b) or 26.8(c), such adjustment is based either on the percentage error of the meter as determined by the test referred to in clause 26.13, or upon a calculation by the Municipality from consumption data in its possession and where applicable, due allowance shall be made, where possible, for seasonal or other variations which may affect consumption.

26.15 When an adjustment is made as contemplated in clause 26.14, the adjustment may not be for a period exceeding six months preceding the date on which the metering equipment was found to be inaccurate, and that the provisions of such shall not bar an account holder from claiming recovery of an overpayment for any longer period where the account holder is able to prove the claim in the normal legal process.



- 26.16 The relevant Executive Director, duty delegated by the Municipal Manager, may dispense with the use of a meter in case of:
- (a) an automatic sprinkler fire installation;
  - (b) a fire installation or hydrant; or
  - (c) special circumstances at the Municipal Manager's discretion.
- 26.17 The Municipality may by notice -
- (a) prohibit or restrict the consumption of metered services -
    - (i) for specified or non-specified purposes;
    - (ii) during specified hours of the day or on specified days or otherwise than during specified hours of the day or on specified days; and
    - (iii) in a specified or non-specified manner; and
  - (b) determine and impose -
    - (i) limits on the quantity of metered services which may be consumed over a specified period;
    - (ii) charges additional to those prescribed in respect of the supply of metered services in excess of a limit contemplated in subclause (i); and
    - (iii) a general surcharge on the prescribed charges in respect of the supply of metered services; and
  - (c) impose restrictions or prohibitions on the use or manner of use or disposition of an appliance by means of which metered services are used or consumed, or on the connection of such appliance.
- 26.18 The Council may limit the application of the provisions of a notice contemplated in clause 26.17 to specified areas and classes of account holders, property and activities, and may provide for the Municipal Manager or his/her to permit deviations and exemptions from, and the relaxation of any of the provisions on such grounds as he or she may deem fit.
- 26.19 To ensure compliance with a notice published in terms of subsection 26.17, the Municipal Manager or his/her delegate may take, or by written notice

require an account holder at the account holder's expense to take such measures including the installation of measuring devices and devices for restricting the flow of metered services as may be necessary

- 26.20 In addition to the person by whose act or omission a contravention of or failure to comply with the terms of a notice published in terms of clause 26.17 is actually committed, an account holder in respect of the property to which metered services are supplied is presumed also to have committed the contravention or to have so failed to comply, unless it is proved that the account holder had taken all reasonable steps to prevent such a contravention or failure to comply by any other person, provided however, that the fact that the account holder issued instructions to the other person shall not of itself be accepted as sufficient proof that the account holder took all such reasonable steps.
- 26.21 The provisions of this clause also apply in respect of metered services supplied directly by the Municipality to account holders outside its area of jurisdiction, notwithstanding anything to the contrary in the conditions governing such supply, unless otherwise specified in the notice published in terms of clause 26.17.
- 26.22 If such action is necessary as a matter of urgency to prevent waste of metered services, refuse or sewerage, damage to property, danger to life, or pollution of water, the Municipal Manager, or his/her delegate, may -
- (a) without prior notice disconnect the supply of metered services to any property; and
  - (b) enter upon such property and do such emergency work, at the account holder's expense, as he or she may deem necessary, and in addition by written notice require the account holder to do within a specified period such further work as the relevant Executive Director may deem necessary.
- 26.23 Before any metered or pre-paid metered supplies which have been disconnected or restricted for non-payment are restored, an account holder must have a valid service contract, pay all fees and charges as well as any

additional or increased deposits as determined by the Municipality, from time to time.

26.24 The Municipal Manager may, at the written request of an account holder and on the dates requested by the account holder -

- (a) disconnect the supply of metered services to the account holder's property; and
- (b) restore the supply, and the account holder must before the metered services is restored pay the prescribed charge for the disconnection and restoration of his or her supply of metered services.

26.25 After disconnection for non-payment of an account or a contravention of any provision of these by-laws, the prescribed charge for such reconnection must be paid before reconnection is affected.

26.26 Once all conditions for reconnection are met, the Municipality must cause such reconnection within 48 hours.

26.27 The following shall apply to the reading of credit meters:

- (a) Unless otherwise prescribed, credit meters are normally read at intervals of approximately one month and the fixed or minimum charges due in terms of the tariff are assessed accordingly and the Municipality is not obliged to effect any adjustments to such charges;
- (b) if for any reason the credit meter cannot be read, the Municipality may render an estimated account, and estimated consumption shall be adjusted in a subsequent account in accordance with the consumption actually consumed;
- (c) when an account holder vacates a property and a final reading of the meter is not possible, an estimation of the consumption may be made and the final account rendered accordingly;
- (d) if a special reading of the meter is desired by an account holder, this may be obtained upon payment of the prescribed fee; and

- (e) if any calculation of, reading or metering error is discovered in respect of any account rendered to a consumer -
  - (i) the error shall be corrected in subsequent accounts;
  - (ii) any such correction shall only apply in respect of accounts for a period of six months preceding the date on which the error in the accounts was discovered,
  - (iii) the correction shall be based on the actual tariffs applicable during the period;
  - (iv) the application of this clause does not prevent a consumer from reclaiming an overpayment for any longer period where the consumer is able to prove the claim in the normal legal process.

26.28 The following shall apply to pre-payment metering:

- (a) No refund of the amount tendered for the purchase of electricity or water credit shall be given at the point of sale after initiation of the process by which the prepayment meter token is produced;
- (b) copies of previously issued tokens for the transfer of credit to the prepayment meter may be issued at the request of the consumer;
- (c) when an account holder vacates any property where a prepayment meter is installed, no refund for the credit remaining in the meter shall be made to the owner by the Municipality;
- (d) the Municipality shall not be liable for the reinstatement of credit in a prepayment meter lost due to tampering with, or the incorrect use or the abuse of, prepayment meters or tokens;
- (e) where an account holder is indebted to the Municipality for any assessment rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation, the Municipality may allocate a percentage of the amount tendered for the purchase of pre-paid electricity in reduction of the amount owing to the Municipality;

- (f) the Municipality may appoint vendors for the sale of credit for prepayment meters and does not guarantee the continued operation of any vendor.

## **27. RIGHT OF ACCESS TO PROPERTY**

The following shall apply with regard to access to meters and property and should be read with clause 34 of this policy:

- (a) The owner and or occupier of property must allow an authorised representative of the Municipality access at reasonable hours to the property in order to read, inspect, install, relocate or repair any meter or service connection for reticulation, or to disconnect, stop or restrict, or reconnect, the provision of any service.
- (b) The owner is responsible for the cost of relocating a meter if satisfactory access is not possible. In the case of access for the purpose of reading the meters, such relocation will be done if no access is gained for three consecutive months.
- (c) Building plans will only be approved if placement of the water and electricity meters is located as per plan submitted on the sidewalk where it is accessible to the Municipality. In cases where building plans are submitted for improvements to dwellings where meter(s) are still inside the property, it will be a requirement for approval that meters be relocated to the sidewalk on account of the owner/applicant.
- (d) If a person fails to comply with clause (a), the Municipality or its authorised representative may:-
  - (i) by written notice require such person to provide/restore access at his/her own expense within a specified period; and
  - (ii) as a matter of urgency, without prior notice restore access and recover the cost from such person.

## **28. RESALE OF WATER OR ELECTRICITY**

- 28.1 No account holder who is supplied with metered services in terms of this policy may sell or supply water or electricity, supplied to the account holder's property under an agreement with the Municipality, to any other person or persons for such use upon any property other than those in respect of which such agreement is made, or permit or suffer such resale or supply to be made, unless provision has been made therefore in a special agreement with the Municipality or unless prior authority has otherwise been obtained from the Municipality to do so.
- 28.2 If the Municipality grants permission as referred to in clause 28.1, it may stipulate the maximum price at which the water or electricity may be sold and impose such other conditions as it may deem fit.
- 28.3 Permission referred to in clause 28.1 may be withdrawn at any time.
- 28.4 Where water or electricity is resold for use on the same property, such resale must be in accordance with the tariff and subject to such conditions as the Municipality may decide.

## **29. ASSISTANCE TO INDIGENTS**

- 29.1 Subject always to the provisions of the municipality's Indigent Management Policy, which in the event of a contradiction shall apply, for a user to qualify as a indigent household, the following requirements must be met:
- (a) The applicant must be an account holder.
  - (b) The applicant may not be the owner of more than one residential property and he or she must occupy the property.
  - (c) An applicant who is an occupier stemming from a deceased estate where the deceased was registered as an indigent must apply in person and will only qualify for assistance for electricity, water and sewerage charges. The owner or executor of the estate will be responsible for rates, sanitation and refuse charges and will not qualify for assistance in respect of such charges.

- (d) The existing and future accounts of indigent households where the account holder is deceased, i.e. an "**estate late**" account, may be accepted under the assistance scheme, on condition that only the surviving spouse and/or dependent children may apply or benefit.
  - (e) Qualification criteria for assistance shall be as determined by Council from time to time in terms of its Indigent Management Policy, which must be read in conjunction with this policy.
- 29.2 An account holder who is in the seat of assistance must immediately notify the Municipality in the event of any of the qualifying criteria applicable to the account holder changing, to enable the Municipality to review and to reconsider the household's status as an indigent household.
- 29.3 Households which qualify as indigent households may receive a credit for some or all of the following:
- (a) A quantity of electricity; and/or
  - (b) a quantity of water; and/or
  - (c) the refuse removal charges; and/or
  - (d) the sewerage charges; and/or
  - (f) any other service fees, taxes or charges over and above the rendered services; as may be determined by the Council from time to time in terms of its Indigent Management Policy.
- 29.4 The Municipality and its representatives have the right to visit the property mentioned in clause 29.1(b) at any reasonable time for the purposes of auditing an application.
- 29.5 The normal charges and the requirement to pay an account will apply should a household account exceed the credit given.

## MISCELLANEOUS PROVISIONS

### 30. MUNICIPALITY'S POWERS TO RESTRICT OR DISCONNECT SUPPLY OF SERVICES

- 30.1 The Municipality may, in addition to any other provision in this policy, restrict or disconnect the supply of water and electricity, or discontinue any other service to any property if-
- (a) an administration order is granted in terms of the Magistrates Court Act, 1944 (Act No. 37 of 1944), in respect of an account holder;
  - (b) an account holder of any service fails to comply with a condition of supply imposed by the Municipality;
  - (c) an account holder obstructs the efficient supply of electricity, water or any other municipal services to another account holder;
  - (d) an account holder supplies such municipal services to any person who is not entitled thereto or permits such service to continue;
  - (e) an account holder causes a situation which in the opinion of the Municipal Manager or his/her delegate, is dangerous or constitutes a contravention of relevant legislation; or
  - (f) is placed under provisional liquidation or judicial management, or commits an act of insolvency in terms of the Insolvency Act, 1936 (Act No. 24 of 1936).
- 30.2 Where it is possible by the capability of the meter or system, services will be restricted as a first measure of debt collection before suspension or termination.
- 30.3 If a service has been disconnected and no payment is made or a suitable arrangement entered into in terms of clause 18 within 30 days of such disconnection, the Municipality will initiate legal action against the account holder.



### **31. TAMPERING, UNAUTHORISED CONNECTIONS AND RECONNECTIONS, AND IMPROPER USE**

- 31.1 The Municipality shall be entitled to monitor its service network for signs of tampering or irregularities.
- 31.2 No person may in any manner or for any reason whatsoever tamper or interfere with any meter or metering equipment or service connection or service protective device or supply mains or any other equipment of the municipality. This includes reconnecting electricity or water where such has been terminated for reason of non-payment.
- 31.3 Where prima facie evidence exists that a consumer or any person has contravened clause 31.2, the Municipality shall be entitled to disconnect the supply immediately and without prior notice to the account holder, and the account holder is liable for all fees and charges levied by the Municipality for such disconnection and the matter shall be reported to the South African Police Service.
- 31.4 Where an account holder or any person has contravened clause 31.2 and such contravention has resulted in the meter recording less than the true consumption, the Municipality shall be entitled to recover from the account holder the full cost of the estimated consumption.
- 31.5 There will be no reconnection or reinstatement of services until all outstanding debt, included interest, legal fees, penalties and estimates are paid in full. Arrangements in these instances will not be considered.

### **32. CLEARANCE CERTIFICATES**

To affect the transfer of any immovable property from one registered owner to another, the Registrar of Deeds requires a clearance certificate, which certificate is obtainable from the Municipal Manager or his/her delegate, upon application therefore in the prescribed manner and payment of the prescribed fee and subject to the conditions of Section 118 of the Municipal Systems Act, 2000 (Act No 32 of 2000) being met. Any outstanding debt remaining after the issue of a clearance certificate in terms of section 118 (1)(b) remains a debt against the owner. When issuing a clearance certificate in terms of section 118 (1)(b) the Municipality must provide a statement of account for the total balance of arrears in respect of the property to the

conveyancing attorneys so that their clients may be appropriately informed. However, the Municipality does not take responsibility for a purchaser or seller not being informed of any outstanding debt in respect of a property.

### **33. TENDERS AND GRANTS-IN-AID**

- 33.1 No tender submitted to the Municipality for the supply of goods and/or services to the Municipality shall be considered, unless it is accompanied by a municipal account not older than three months from the closing date of said tender, stating that the tenderer is not indebted to the Municipality for any arrear amount reflected on the municipal account.
- 33.2 Notwithstanding the provisions of clause 33.1 above, if the tenderer has made satisfactory arrangements to pay the outstanding amount by means of instalments in terms of this policy, or has settled all arrear amounts in full, the tenderer's tender may be considered.
- 33.3 The Municipal Manager or his/her delegate shall in the conditions of contract applicable to any tender awarded to the tenderer, provide that the amount owing to the Municipality shall be deducted from any payment due to the tenderer.
- 33.4 Payment of any grant-in-aid approved by the Council may be withheld pending payment of any outstanding municipal account, or pending conclusion of an agreement between the Municipality and the recipient of a grant-in-aid in which satisfactory arrangements have been made regarding the settlement of the outstanding municipal account.

### **34. POWER OF ENTRY AND INSPECTION**

- 34.1 A duly authorised representative of the Municipality may for any reason related to the implementation or enforcement of this policy and/or the Council's Credit Control and Debt Collection By-law, at all reasonable times or in emergency at any time, enter property, request information and carry out such inspection as he deems necessary, and may for purposes of installing

or repairing any meter or service connection for reticulation, disconnect, stop or restrict the provision of any service.

34.2 If the Municipality considers it necessary for any work to be carried out to enable an officer to perform a function referred to in clause 34.1 above properly and effectively, it may -

(a) by written notice require an account holder to do, at own expense, specified work within a specified period; or

(b) if the situation is a matter of urgency, without prior notice do such work or cause it to be done at the expense of the account holder.

34.3 If the work referred to in 34.2 is carried out for the sole purpose of establishing whether a contravention of this policy has been committed and it is found that no such contravention has taken place, the Municipality shall bear the expense connected therewith together with that of restoring the property to its former condition.

## **35. RELAXATION, WAIVER AND DIFFERENTIATION OF CUSTOMERS**

35.1 Pursuant to this policy, the Municipality may differentiate between different categories of ratepayers, account holders, customers, debtors, taxes, services, service standards and other matters.

35.2 The Municipality may, in writing, exempt an account holder, category of account holders, or other persons from complying with a provision of this policy, subject to any conditions it may impose, if the application or operation of that provision would be unreasonable, however the Municipality or its authorised agent may not grant exemption from any provision of this policy that may result in -

(a) the wastage or excessive consumption of water or electricity;

(b) the evasion or avoidance of water or electricity restrictions;

(c) significant negative effects on public health, safety or the environment;

(d) the non-payment for services;

(e) the installation of pipes and fittings which are not acceptable in terms of the municipality's prescribed standard; or

(f) the contravention of any Act, or any regulation made in terms thereof;

35.3 The Municipality may at any time upon at least 30 days written notice, withdraw any exemption given in terms of clause 35.2.

### **36. POWER OF COUNCIL TO RECOVER COSTS**

36.1 Where a bank dishonours any payment made to the Municipality, it may levy and recover all related costs and any administration fees against an account of the defaulting account holder and may disconnect or restrict the supplies to the property of such account holder.

36.2 All legal costs, including attorney-and-own-client costs incurred in the recovery of amounts in arrears and payable shall be levied against the arrears account of the account holder.

36.3 For any action taken in demanding payment from an account holder or reminding an account holder by means of telephone, electronic mail, letter or otherwise that payments are due, a fee will be levied against the municipal account of the account holder in terms of the Municipality's tariff provisions.

### **37. PRIMA FACIE EVIDENCE**

A certificate reflecting that an amount is due and payable by any person to the municipality, under the hand of the Municipal Manager or a duly authorised officer of Council, is upon mere production thereof prima facie evidence of the indebtedness for any purpose and the signatory shall not be obliged to prove his/her authority.

### **38. AUTHENTICATION AND SERVICE OF ORDERS, NOTICES AND OTHER DOCUMENTS**

38.1 An order, notice or other document from the Municipality must be signed by the Municipal Manager or his/her delegate. Such authority and any

document purporting to be so signed shall constitute sufficient notice from the Municipality.

38.2 Any notice or other document that is served on a person by a duly authorised officer of the Municipality in terms of this policy, is regarded as having been served -

- (a) when it has been delivered to that person personally;
- (b) when it has been left at that person's place of residence or business in the Republic or at the property to which the notice relates, with a person apparently over the age of sixteen years;
- (c) when it has been posted by registered or certified mail to that person's last known residential or business address in the Republic as reflected in the records of the municipality, or to the address of the property to which the notice relates and an acknowledgement of the 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 by clauses 38.2(a), 38.2(b) or 38.2(c);
- (e) if that person's address and agent or representative in the Republic is unknown, when it has been placed in a conspicuous place on the property or property, if any, to which it relates;
- (f) in the event of a body corporate, when it has been delivered at the registered office of the business property of such body corporate; or
- (g) when it has been delivered, at the request of a person, to that person's electronic mail address.

38.3 When any notice or other document has to be authorised or served on the owner, an account holder or holder of any property or right in any property, it is sufficient if that person is described in the notice or other document as the owner, account holder or holder of the property or right in question, and it is not necessary to name that person.

- 38.4 Service of a copy shall be deemed to be service of the original.
- 38.5 Any legal process is effectively and sufficiently served on the Municipality when it is delivered to the Municipal Manager or a person in attendance at the Municipal Manager's office.

### **39. DISPUTES**

- 39.1 In this policy, dispute refers to the instance when a debtor questions the correctness of any account rendered by the Municipality with the Municipal Manager or his/her delegate as per the process contained below:
- 39.2 In order for a dispute to be registered with the Municipality, the following procedure must be followed:

#### By the debtor

- (a) The dispute must be submitted in writing or dictated to the official who will record it in writing and have it signed as correct. The document must then immediately be lodged with the relevant authorised official.
- (b) No dispute will be registered verbally whether in person or over the telephone.
- (c) The debtor must furnish full personal particulars including all their account numbers held with the Municipality, direct contact telephone numbers, postal and e-mail addresses and any other relevant particulars required by the Municipality.
- (d) The full nature of the dispute must be described in the correspondence referred to above.
- (e) The onus will be on the debtor to ensure that he/she receives a written acknowledgement of the dispute.

#### By the Municipality

- (a) Upon receipt of the dispute the following actions are to be taken:
- (b) All disputes received are to be recorded in a register kept for that purpose. The following information should be entered into this register:
  - I. debtors account number;
  - II. debtors name;
  - III. debtors address;
  - IV. full particulars of the dispute;

- V. name of the official to whom the dispute is given to investigate and resolve in accordance with the provisions contained in this Policy;
  - VI. actions that have, or were, taken to resolve the dispute;
  - VII. signature of the controlling official.
- (c) 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.
- (d) A written acknowledgement of receipt of the dispute must be provided to the debtor.

39.3 The following provisions apply to the consideration of disputes:

- (a) All disputes must be concluded by the Municipal Manager or his/her delegate.
- (b) The Municipal Manager's (delegate) decision is final and will result in the immediate implementation of any debt collection and credit control measures provided for in this policy after the debtor is provided with the outcome of the appeal.
- (c) The same debt will not again be defined as a dispute in terms of this clause and will not be reconsidered as the subject of a dispute.
- (d) Should a debtor not be satisfied with the outcome of the dispute, a debtor may lodge an appeal in terms of clause 42 of this policy.

#### **40. ABANDONMENT OF BAD DEBTS, AND FULL AND FINAL SETTLEMENT OF AN ACCOUNT**

40.1 Before terminating the debt collection procedure in any individual instance, and **subject to the Municipality's Debt Write-off Policy**, the Municipal Manager must -

- (a) ensure that all debt collection mechanisms as provided for in this policy have been utilised where reasonable;
- (b) maintain an audit trail; and
- (c) document the reasons for terminating the debt collection procedure, including the cost of enforcement and necessary financial adjustments.

- 40.2 The Municipal Manager or his/her delegate may consider an offer for full and final settlement of any amount owing, and must, if in his/her sole discretion he/she considers it in the interests of the Municipality to do so, in writing consent to the acceptance of a lesser amount as full and final settlement of the amount due and payable.
- 40.3 Where the exact amount due and payable to Council has not been paid in full, any lesser amount tendered in full settlement to and accepted by any employee, except the Municipal Manager or the Municipal Manager's delegate, shall not be deemed to be in full and final settlement of such an amount.

#### **41. NATIONAL CREDIT ACT NOT APPLICABLE**

The Municipality is not a credit provider in terms of the National Credit Act 34/2005, and nor is that Act applicable to the recovery by the Municipality of amounts due to it for rates, in terms of tariffs relating to the supply of services including fixed tariffs, fines or any other amount.

#### **42. RIGHT OF APPEAL**

- 42.1 A person whose rights are affected by a decision of a municipal officer may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- 42.2 The Municipal Manager or a structure created for this purpose and delegated by him to act as an appeal authority must consider the appeal and confirm, vary or revoke the decision, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- 42.3 When the appeal is against a decision taken by -
- (a) a staff member other than the Municipal Manager, the Municipal Manager is the appeal authority, even if such staff member was acting in terms of a delegation from the Municipal Manager;



- 42.4 An appeal authority must commence with consideration of an appeal within six weeks and decide upon the appeal within a period of twelve weeks.

### **43. ROLE AND RESPONSIBILITY OF COUNCILLORS**

- 43.1 Section 99 of the Act appoints the Executive Mayor as the supervisory authority to oversee and monitor the implementation and enforcement of this policy, the performance of the Municipal Manager in implementing it and its associated bylaw and as required by the Council, to report to it.
- 43.2 In addition to the monitoring role provided in clause 43.1 above, all Councillors are responsible for promoting this policy and compliance with it. In order to maintain the credibility of this policy as adopted by the Council, all Councillors must lead by example and ensure that his/her account with the Municipality is and remains paid in full. Full details of all accounts of Councillors and employees which are in arrears shall be tabled before the Finance Committee and disclosed in the municipality's financial statements.
- 43.3 Furthermore, where Councillors become aware of any breaches to any Policy or By-law of this Municipality, it is necessary that this be reported to the Municipality for investigation and resolution in terms of the respective Policies.
- 43.4 Ward Committees are tasked with the dissemination of Policies and By-laws to the community and to facilitate the implementation thereof.

### **44. RESPONSIBILITIES OF MUNICIPAL STAFF**

- 44.1 Where a staff member becomes aware of any breaches to any Policy or By-law of this Municipality, it is necessary that immediate and appropriate action is taken in terms of the respective Policies.
- 44.2 Where a staff member becomes aware of any attempts, successful or not, to interfere with the implementation of a Policy or By-law they are obliged to report such matter to Council through their respective Manager and Executive Director.

### **45. IMPLEMENTATION DATE OF REVIEW**

This Policy becomes effective and wholly enforceable from the 1<sup>st</sup> July 2023.

By-laws must be adopted in order to give effect to this Policy and such By-laws shall be reviewed annually.

## SCHEDULE 1

### **ARRANGEMENTS**

1. Arrangements made in respect of residential properties may not exceed 12 months without approval by the Supervisor and on good cause shown.
2. Arrangements made in respect of commercial properties may not exceed 12 months without approval by the Supervisor and on good cause shown.
3. All arrangements made in excess of 12 months must be reviewed annually.
4. Notwithstanding the above, arrangements to repay debt will be treated holistically, and different repayment periods or methods may be determined for different types of service, debtors or areas within the general rule that the repayment period should be in sympathy with the instalments and the affordability of the debtor be proved.

## SCHEDULE 2

### **DEBT COLLECTION PROCEDURES**

The procedures below are a synopsis of the process and may be varied where the circumstances require.

#### **Debt Overdue – Due Date to Next Billing Date**

1. List is generated and submitted to Municipality Call Centre
2. Every debtor on list will be phoned and will:
  - a. Have their personal information updated
  - b. Be reminded of the due date and outstanding debt
  - c. Be required to make a commitment to make payment by a date not later than the next billing date.

#### **Debt Overdue 30-60 Days**

3. Residential debtors will be restricted from buying electricity tokens until payment is made or an arrangement is entered into.
4. Commercial debtors will have their electricity and/or water services restricted or suspended until payment is made or an arrangement is entered into.

#### **Debt Overdue 60 days plus**

5. Residential debtors will be restricted from buying electricity tokens until payment is made or an arrangement is entered into.
6. These accounts will be handed over for more focused collection strategies.

#### **Staff and Councillor Accounts**

7. A notice will be issued to such staff member or Councillor setting out the status of their account and giving 14 days for settlement of the arrears in excess of 90 days.
8. Should the staff member or accountholder not be able to settle such account then they may enter into an arrangement with the Municipality on condition that they sign a stop order for the deduction of amounts owing on their account from their monthly salary.

9. Failure to make any arrangement or settlement within the 14-day period will result in the Municipality implementing section 14 of Schedule 1 of the Local Government: Municipal Systems Act in respect of Councillors and sections 10, 14 and 14A of the same Act in respect of Staff members.

ANNEXURE 1

**Application for Municipal Services and Service Agreement – Residential**

This form is used where there are already services and meters but the consumer of the services on the property changes.

## ANNEXURE 2

### **Application for Municipal Services and Service Agreement – Commercial and Industrial**

This form is used where there are already services and meters but the consumer of the services on the property changes.