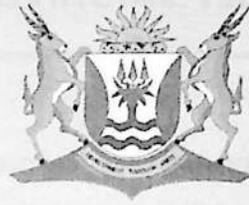


JOHANNESBURG BAR  
LIBRARY



PROVINCE OF THE EASTERN CAPE  
IPHONDO LEMPUMA KOLONI  
PROVINSIE OOS-KAAP

**Provincial Gazette**  
**Igazethi Yephondo**  
**Provinsiale Koerant**

Selling price: **R1,50**  
Other countries: **R1,95**

Vol. 11

BISHO/  
KING WILLIAM'S TOWN, 24 MAY 2004

**No. 1161**

**We all have the power to prevent AIDS**

AIDS  
affects  
us all



A  
new  
struggle

**Prevention is the cure**

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH



9771682455006

01161

---

**CONTENTS • INHOUD**

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>
<b>PROVINCIAL NOTICE</b>			
22	Local Government: Municipal Structures Amendment Act (33/2000): Amendment.....	3	1161
<b>GENERAL NOTICES</b>			
58	Removal of Restrictions Act (84/1967): Removal of title conditions: Erf 106, Lorraine.....	3	1161
	Wet op Opheffing van Beperkings (84/1967): Opheffing van titelvoorwaardes: Erf 106, Lorraine.....	3	1161
59	Removal of Restrictions Act (84/1967): Removal of title conditions: Erf 814, Lorraine.....	4	1161
	Wet op Opheffing van Beperkings (84/1967): Opheffing van titelvoorwaardes: Erf 814, Lorraine.....	4	1161
60	Removal of Restrictions Act (84/1967): Removal of title conditions: Erf 360, Beacon Bay .....	4	1161
	Wet op Opheffing van Beperkings (84/1967): Opheffing van titelvoorwaardes: Erf 360, Beacon Bay .....	5	1161
<b>LOCAL AUTHORITY NOTICES</b>			
39	Ordinance No. 15 of 1985: Likhanyi Town Council: Rezoning: Erf 10965, Queenstown.....	5	1161
40	Municipal Ordinance (20/1974): Nelson Mandela Metropolitan Municipality: Closure: Portion of Wendy Avenue adjoining Erf 1012, Newton Park.....	5	1161
	Munisipale Ordonnansie (20/1974): Nelson Mandela Metropolitaanse Munisipaliteit: Sluiting: Gedeelte van Wendylaan aangrensend aan Erf 1012, Newtonpark.....	5	1161
41	Municipal Ordinance (20/1974): Inxuba Yethemba Municipality: Closure: Portion of Erf 1 adjoining Erf 4352, Cradock.....	6	1161
	Munisipale Ordonnansie (20/1974): Inxuba Yethemba Munisipaliteit: Sluiting: Gedeelte van Erf 1 aangrensend aan Erf 4352, Cradock.....	6	1161
42	Municipal Ordinance (20/1974): Inxuba Yethemba Municipality: Closure: Portion of Stockenstroom Street adjoining Erf 4359, Cradock.....	6	1161
	Munisipale Ordonnansie (20/1974): Inxuba Yethemba Munisipaliteit: Sluiting: Gedeelte van Stockenstroomstraat aangrensend Erf 4359, Cradock.....	6	1161
43	Inxuba Yethembu Municipality: Credit Control and Debt Collection By-law .....	7	1161

---

---

**PROVINCIAL NOTICE**

---

**No. 22****24 May 2004****PROVINCE OF THE EASTERN CAPE**

DEPARTMENT OF HOUSING, LOCAL GOVERNMENT AND TRADITIONAL AFFAIRS

**AMENDMENT OF PROVINCIAL GAZETTE No. 687 DATED 2 DECEMBER 2000, AS AMENDED, ISSUED IN TERMS OF SECTION 12 OF THE LOCAL GOVERNMENT: MUNICIPAL STRUCTURES ACT (ACT No. 117 OF 1998)**

I, Gugile Ernest Nkwinti, Member of the Executive Council responsible for Local Government in the Province of the Eastern Cape, after the consultation process prescribed in section 17 of the Local Government: Municipal Structures Amendment Act, 2000 (Act No. 33 of 2000), under the powers vested in me by sections 16 (1) (d) of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) hereby amend the councilors that may be designated as full-time in terms of section 18 (4), as contained in Provincial Notices No's 104, 105, 106, 107, 108, 109 and 110 of 2000 all dated 2 December 2000, as amended, in respect of the Mbizana Local Municipality and in the extent set out in the Schedule hereto and with effect from the date of publication hereof.

**G. E. NKWINTI**

Member of the Executive Council Responsible for Local Government—Province of the Eastern Cape

Date: 14 May 2004.

**SCHEDULE: MBIZANA LOCAL MUNICIPALITY**

1. Addition of paragraph (c) under section 7 of Part 3 of the Provincial Notice No. 109 dated 2 December 2003 as reflected hereunder:

7 (c) Chief Whip.

---

**GENERAL NOTICES**

---

**No. 58****NELSON MANDELA METROPOLITAN MUNICIPALITY**REMOVAL OF RESTRICTIONS ACT, 1967 (ACT 84 OF 1967): ERF 106, LORRAINE (163 MACON ROAD)  
(E01/36/00106) (00243063) (LV)

Notice is given in terms of Section 3 (6) of the above Act that the undermentioned application has been received and is open to inspection at Room 229, Office for Housing and Local Government: Eastern Cape, 55 Albany Road, Central, Port Elizabeth, and at the office of the Nelson Mandela Metropolitan Municipality, Ninth Floor, Brister House, Govan Mbeki Avenue, Port Elizabeth.

Any objections, with full reasons therefor, should be lodged in writing with the Municipal Manager, P O Box 116, Port Elizabeth, 6000, on or before 25 March 2004, quoting the above act and the objector's erf number.

*Applicant: Coastal Settlement.**Nature of application:* Removal of title conditions applicable to Erf 106, Lorraine, to permit the subdivision of the subject erf.  
Ref. 48 - 17 February 2004.**M. MANGCOTYWA**  
Municipal Manager

---

**NELSON MANDELA METROPOLITAANSE MUNISIPALITEIT**WET OP OPHEFFING VAN BEPERKINGS, 1967 (WET 84 VAN 1967): ERF 106, LORRAINE (MACONWEG 163)  
(E01/36/00106) (00243063) (LV)

Kennis word gegee kragtens Artikel 3 (6) van bogemelde Wet dat onderstaande aansoek ontvang is en ter insae lê by Kamer 229, Kantoor vir Behuising en Plaaslike Regering: Oos-Kaap, Albanyweg 55, Sentraal, Port Elizabeth, en in die kantoor van die Nelson Mandela Metropolitaanse Munisipaliteit, Negende Verdieping, Brister House, Govan Mbekilaan, Port Elizabeth.

Enige besware, volledig gemotiveer, moet nie later nie as 25 Maart 2004 skriftelik by die Munisipale Bestuurder, Posbus 116, Port Elizabeth, 6000, ingedien word, met vermelding van bogenoemde Wet en die beswaarmaker se ernommer.

*Aansoeker: Coastal Settlement.*

*Aard van aansoek:* Die opheffing van die titelvoorwaardes van toepassing op Erf 106, Lorraine, ten einde die betrokke erf te onderverdeel.

Verw. 48 - 17 Februarie 2004.

**M. MANGCOTYWA**  
Munisipale Bestuurder

## No. 59

### NELSON MANDELA METROPOLITAN MUNICIPALITY

REMOVAL OF RESTRICTIONS ACT, 1967 (ACT 84 OF 1967): ERF 814, LORRAINE (300 KRAGGA KAMMA ROAD)  
(E01/36/00814) (00243063) (LV)

Notice is given in terms of Section 3 (6) of the above Act that the undermentioned application has been received and is open to inspection at Room 229, Office for Housing and Local Government: Eastern Cape, 55 Albany Road, Central, Port Elizabeth, and at the office of the Nelson Mandela Metropolitan Municipality, Ninth Floor, Brister House, Govan Mbeki Avenue, Port Elizabeth.

Any objections, with full reasons therefor, should be lodged in writing with the Municipal Manager, P O Box 116, Port Elizabeth, 6000, on or before 1 March 2004, quoting the above act and the objector's erf number.

*Applicant: Nzelenzele Preston and Metcalf (PE) CC.*

*Nature of application:* Removal of title conditions applicable to Erf 814, Lorraine, in order to subdivide the property and erect a second dwelling.

Ref. 22 - 28 January 2004.

**M. MANGCOTYWA**  
Municipal Manager

### NELSON MANDELA METROPOLITAANSE MUNISIPALITEIT

WET OP OPHEFFING VAN BEPERKINGS, 1967 (WET 84 VAN 1967): ERF 814, LORRAINE (KRAGGA KAMMAWEG 300)  
(E01/36/00814) (00243063) (LV)

Kennis word gegee kragtens Artikel 3 (6) van bogemelde Wet dat onderstaande aansoek ontvang is en ter insae lê by Kamer 229, Kantoor vir Behuising en Plaaslike Regering: Oos-Kaap, Albanyweg 55, Sentraal, Port Elizabeth, en in die kantoor van die Nelson Mandela Metropolitaanse Munisipaliteit, Negende Verdieping, Brister House, Govan Mbekilaan, Port Elizabeth.

Enige besware, volledig gemoliveer, moet nie later nie as 1 Maart 2004 skriftelik by die Munisipale Bestuurder, Posbus 116, Port Elizabeth, 6000, ingedien word, met vermelding van bogenoemde Wet en die beswaarmaker se ernommer.

*Aansoeker: Nzelenzele Preston and Metcalf (PE) CC.*

*Aard van aansoek:* Die opheffing van die titelvoorwaardes van toepassing op Erf 814, Lorraine, ten einde die eiendom te onderverdeel en 'n tweede woning daarop op te rig.

Verw. 22 - 28 Januarie 2004.

**M. MANGCOTYWA**  
Munisipale Bestuurder

## No. 60

### BUFFALO CITY MUNICIPALITY

REMOVAL OF RESTRICTIONS ACT, 1967 (ACT 84 OF 1967)

It is hereby notified in terms of section 3 (6) of the above Act that the undermentioned application has been received and is open to inspection at Room 4145, 4th Floor, Department of Housing and Local Government and Traditional Affairs, Eastern Cape, Regional Office, Tyamzashe Building, Civic Square, Bisho, and at the town Planning Enquiry Counter, First Floor, City Engineering Centre, 26 Oxford Street, East London, on weekdays from 08:00 to 13:00.

Any objections, with full reasons therefor, must be lodged in writing with the City Manager, P.O. Box 134, East London, not later than 14 June 2004, quoting the above Act and the objector's erf number.

*Nature of application:* Removal of title conditions applicable to Erf 360, corner Quaker Lane and Shamrock Lane, Beacon Bay, in order to subdivide the property.

*Applicant:* B. Tessendorf.

Ref. 22 - 28 January 2004.

**M. B. TSIKA**

City Manager (2848)

### BUFFALOSTAD MUNISIPALITEIT

#### WET OP OPHEFFING VAN BEPERKINGS, 1967 (WET 84 VAN 1967)

Kragtens artikel 3 (6) van bostaande Wet word hiermee kennis gegee dat onderstaande aansoek ontvang is en ter insae lê by Kamer 4145, 4de Verdieping, Departement Behuising, Plaaslike Regering en Tradisionele Sake, Oos-Kaap Streekkantoor, Tyamzashe Gebou, Burgerplein, Bisho, en by die navraetoonbank van die Stadsbeplanningstak, Eerste Verdieping, Stadsingenieursentrum, Oxfordstraat 26, Oos-Londen, op weeksdag van 08:00 tot 13:00.

Enige besware, met volledige redes daarvoor, moet voor of op 14 Junie 2004 skriftelik by die Stadsbestuurder, Posbus 134, Oos-Londen, ingedien word met vermelding van bogenoemde Wet en die beswaarmaker se ernommer.

*Aard van aansoek:* Die opheffing van die titelvoorwaardes van toepassing op Erf 360, hoek van Quaker en Shamrocklaan, Beacon Bay, sodat dit onderverdeel kan word.

*Aansoek:* B. Tessendorf.

**M. B. TSIKA**

Stadsbestuurder (2848)

## LOCAL AUTHORITY NOTICES

### No. 39

#### NOTICE No. 33/2004

#### REZONING OF ERF 10965 FROM RAILWAY TO GENERAL RESIDENTIAL SUB-ZONE 2: QUEENSTOWN

Notice is hereby given in terms of Section 18 of Ordinance 15 of 1985 that the Lukhanji Town Council has amended the Zoning Scheme applicable to Queenstown by rezoning Erf 10965, situated at Livingstone Road from Railway to General Residential Sub-Zone 2.

Esi saziso singafumaneka ngolwimi lwesiXhosa kwi-ofisi ka Sosiba we-Dolphu; kwisakhiwo seHolo yeDolophu, kwi-Cathcart Road kuKomani.

**P. BACELA**

Municipal Manager

Town Hall, Cathcart Road, Queenstown

### No. 40

#### NELSON MANDELA METROPOLITAN MUNICIPALITY

#### CLOSURE OF PORTION OF WENDY AVENUE ADJOINING ERF 1012, NEWTON PARK (E01/17/00001P41) (02120135)

Notice is given in terms of Section 137 (1) of the Municipal Ordinance 20 of 1974, that the abovementioned road, as shown on Plan No. G7B-X-36, is now closed.

*Surveyor-General's Reference:* S/2285/6 v1 p. 172.

#### NELSON MANDELA METROPOLITAANSE MUNISIPALITEIT

#### SLUITING VAN GEDEELTE VAN WENDYLAAN AANGRENSEND ERF 1012, NEWONPARK (E01/17/00001P41) (02120135)

Kennis word ingevolge Artikel 137 (1) van die Munisipale Ordonnansie 20 van 1974, gegee dat bogenoemde pad, soos getoon op Plan Nr. G7B-X-36, gesluit is.

*L andmeter-generaal se Verwysing:* S/2285/6 v1 p. 172.

**No. 41****INXUBA YETHEMBA MUNICIPALITY****NOTICE 36/2003****CLOSING OF PORTION OF ERF 1 ADJOINING ERF 4352, CRADOCK**

Notice is hereby given in terms of Section 137 (1) of Municipal Ordinance No. 20 of 1974, that a portion of Erf 1 adjoining Erf 4352, Cradock, has been closed (S5346 v4 p. 129).

**M. S. TANTSI****Municipal Manager**

Municipal Office, Cradock

28-11-2003

**INXUBA YETHEMBA MUNISIPALITEIT****KENNISGEWING 36/2003****SLUITING VAN GEDEELTE VAN ERF 1 AANGRENSEND ERF 4352, CRADOCK**

Kennis geskied hiermee ingevolge Artikel 137 (1) van die Munisipale Ordonnansie Nr. 20 van 1974, dat 'n gedeelte van Erf 1 aangrensend Erf 4352, Cradock, gesluit is (S5346 v4 p. 129).

**M. S. TANTSI****Munisipale Bestuurder**

Munisipale Kantore, Cradock

28-11-2003

**No. 42****INXUBA YETHEMBA MUNICIPALITY****NOTICE 28/2004****CLOSING OF PORTION OF STOCKENSTROOM STREET ADJOINING ERF 4359, CRADOCK**

Notice is hereby given in terms of Section 137 (1) of Ordinance No. 20 that the Municipal Council of Inxuba Yethemba has closed a portion of Stockenstroom Street, Cradock. (Ref. S/5346/75 v1 p. 86)

**M. S. TANTSI****Municipal Manager**

Municipal Office, Cradock

11-05-2004

**INXUBA YETHEMBA MUNISIPALITEIT****KENNISGEWING 28/2004****SLUITING VAN GEDEELTE VAN STOCKENSTROOMSTRAAT, AANGRENSEND ERF 4359, CRADOCK**

Kennis geskied hiermee ingevolge Artikel 137 (1) van Munisipale Ordonnansie Nr. 20 van 1974 dat die Munisipale Raad van Inxuba Yethemba 'n gedeelte van Stockenstroomstraat, Cradock, gesluit het. (Verw. S/5346/75 v1 p. 86)

**M. S. TANTSI****Munisipale Bestuurder**

Munisipale Kantore, Cradock

11-05-2004

No. 43

**INXUBA YETHEMBA MUNICIPALITY****CREDIT CONTROL AND DEBT COLLECTION BYLAW****INDEX**

<b>CHAPTER 1</b>	<b>DEFINITIONS</b>
<b>CHAPTER 2</b>	<b>PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS OTHER THAN INDIGENT CUSTOMERS</b>
<b>Chapter 2.1</b>	<b>APPLICATION FOR MUNICIPAL SERVICES</b> application for services *special agreements for municipal services *change in purpose for which municipal services are used *property developments
<b>Chapter 2.2</b>	<b>APPLICABLE CHARGES</b> *municipal services *availability charges *subsidised services *authority to recover additional costs and fees
<b>Chapter 2.3</b>	<b>PAYMENT</b> *deposit *methods for determining amounts due and payable *payment for municipal services provided *full and final settlement of an amount *responsibility for amounts due and payable dishonoured payments *incentive schemes *pay-points and approved agents
<b>Chapter 2.4</b>	<b>ACCOUNTS</b> *accounts
<b>Chapter 2.5</b>	<b>QUERIES, COMPLAINTS AND APPEALS</b> *queries or complaints in respect of an account *appeals against finding of municipality or its authorized agent in respect of queries or complaints
<b>Chapter 2.6</b>	<b>ARREARS</b> *arrears *consolidated arrears *interest *final demand notice *limitation or disconnection of municipal services *accounts 40(forty) days in arrears *general
<b>Chapter 2.7</b>	<b>AGREEMENTS FOR THE PAYMENT OF ARREARS IN INSTALMENT</b> *agreements *additional costs, partial settlement and installments *duration of agreements *failure to honour agreements *re-connection of services

**CHAPTER 3****ASSESSMENT RATES**

- \*amount due for assessment
- \*claim on rental for assessment rates in arrears
- \*disposal of municipal properties and payment of assessment rates
- \*assessment rates payable on municipal property

**CHAPTER 4****PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS**

- \*qualification for registration
- \*application for registration
- \*approval of application
- \*conditions
- \*annual applications
  
- \*subsidized services for indigent customers
- \*funding for subsidized services
- \*audits
- \*de-registration

**CHAPTER 5****UNAUTHORIZED SERVICES**

- \*unauthorized services
- \*interference with infrastructure for the provision of municipal services
- \*illegal re-connection
- \*immediate disconnection

**CHAPTER 6****OFFENCES**

- \*offences

**CHAPTER 7****DOCUMENTATION**

- \*signing of notices and documents
- \*notices and documents
- \*authentication of documents
- \*prima facie evidence

**CHAPTER 8****GENERAL PROVISIONS**

- \*power of entry and inspection
- \*exemption
- \*availability of by-laws
- \*conflict of law
- \*repeal of existing municipal credit control by-laws
- \*short title and commencement
  
- \*annexure A :application for municipal services
- \*annexure B:application for registration as indigent customer

## INXUBA YETHEMBA MUNICIPALITY

### CHAPTER 1: DEFINITIONS

In these regulations, unless the context otherwise indicates:

<b>"Account"</b>	means any account rendered for municipal services provided
<b>"Actual consumption"</b>	means the measured consumption of any customer
<b>"Agreement"</b>	means the contractual relationship between the municipality or its authorized agent and a customer, whether written or deemed
<b>"Applicable charges"</b>	means the rate, charge, tariff, flat rate or subsidy determined by the municipal council
<b>"Approved"</b>	means approved by the municipality or its authorized agent in writing
<b>"Area of supply"</b> jurisdiction of provided	means any area within or partly within the area of the municipality to which municipal services are provided
<b>"Authorized agent"</b>	means- (a) any person authorized by the municipality to perform any act, function or duty in terms of or exercise any power under these by-laws and / or (b) any person to whom the municipality has delegated the performance of certain rights, duties and obligations in respect of providing revenue management services; and/or (c) any person appointed by the municipality in terms of a written contract as a service provider to provide revenue management services on its behalf, to the extent authorized in such contract
<b>"Average consumption"</b> customer of a consumption	means the estimated average consumption of a municipal service during a specific period, which is calculated by dividing the total measured consumption of that municipal service by that customer- (a) during the preceding three months by three or (b) during the corresponding period in the previous year by three or (c) during the following three months by three
<b>"Connection"</b>	means the point at which a customer gains access to municipal services
<b>"Customer"</b>	means a person with whom the municipality or its authorized agent has concluded an agreement for the provision of municipal service's
<b>"Household"</b>	means a traditional family unit consisting of a maximum of eight persons

- "Measuring device"** means any method, procedures, process or device, apparatus, installation that enables the quantity of water and electricity services provided to be quantified
- "Municipality"** means-
- (a) the Inxuba Yethemba Municipality or its successors-in-title or
  - (b) the Municipal Manager in respect of the performance of any action or exercise of any right, duty, obligation or function in terms of these by-laws
  - (c) an authorized agent of Inxuba Yethemba Municipality
- "Municipal Manager"** means the person appointed by the Municipal Council and includes any person that is acting in such position and to whom the Municipal Manager has delegated a power, function or duty in respect of such a delegated power, function or duty
- "Municipal Services"** means services provided by the Municipality or its authorized agent, and shall include refuse removal, water supply, sanitation, electricity services, rates and taxes
- "Occupier"** means any person in actual occupation of the land or premises without regard to the title under which he or she occupies, and in the case of premises subdivided and let to lodgers or various tenants, shall include the person receiving the rent payable by the 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 premises
  - (b) in case where the person in whom the legal title to premises 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
- "Working day"** means a day other than a Saturday, Sunday or public holiday

## INXUBA YETHEMBA MUNICIPALITY

**CHAPTER 2: PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS OTHER THAN INDIGENT CUSTOMERS****CHAPTER 2.1: APPLICATION FOR MUNICIPAL SERVICES****1. APPLICATION FOR SERVICES**

- 1.1 A customer wanting to qualify as an indigent customer must apply for services as set out in chapter 4 of this document.
- 1.2 No person shall be entitled access to municipal services unless application has been made and approved by the municipality or its authorized agent on the prescribed form attached as Annexure A to these by-laws.
- 1.3 If at the commencement of these by-laws or at any other time, municipal services are provided and received and no written agreement exists in respect of such services, it shall be deemed that-
  - (a) an agreement in terms of sub-section 1.7 exists; and
  - (b) the level of services provided to that customer are the level of the services as understood by the Municipality until such time as the customer enters into an agreement in terms of sub-section 1.2
- 1.4 The Municipality or its authorized agent must on application for the provision of municipal services inform the applicant of the then available levels of services and the then applicable tariffs and or charges associated with each level of service.
- 1.5 The Municipality or its authorized agent is only obliged to provide a specific level of service requested if the service is currently being provided and if the municipality or authorized agent has the resources and capacity to provide such level of service.
- 1.6 A customer may at any time apply to alter the level of services elected in terms of the agreement entered into, provided that such requested level of service is available and that any costs and expenditure associated with altering the level of service is paid by the customer.
- 1.7 An application for services submitted by a customer and approved by the municipality or its authorized agent shall constitute an agreement between the Municipality or its authorized agent and the customer. Such agreement shall take effect on the date referred to or stipulated in such agreement.
- 1.8 In completing an application form for municipal services the municipality or its authorized 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.

- 1.9 In the case of illiterate persons the municipality or its authorized agent must take reasonable steps to ensure that the person is aware of and understands the contents of the application form and shall assist in the completion of such form.
- 1.10 Municipal services rendered to a customer are subject to the provisions of these by-laws, any applicable by-laws and the conditions contained in the agreement.
- 1.11 If the Municipality or its authorized agent-
- (a) refuses 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 a level of service on the date requested for such provision to commence; or
  - (c) is unable to render the municipal services or a specific service or level of service,

the municipality or its authorized agent must within reasonable time inform the customer of the situation stating reasons and, if applicable, inform the customer when such municipal services or a specific service or level of service will be available.

## **2. 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 –

- (a) within the area of supply, if the services applied for necessitates the imposition of conditions not contained in the prescribed form of these by-laws;
- (b) receiving subsidized services;
- (c) if the premises to receive such services is situated outside the area of supply, provided that the municipality has jurisdiction over the premises and that there is no objection to such special agreement.

## **3. 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 within a period of not more than seven (7) days of such change and to enter into a new agreement with the municipality or its authorized agent.

## **4. PROPERTY DEVELOPMENTS**

- 4.1 A property developer must, before the installation of infrastructure for the provision of municipal services, inform the municipality or its authorized agent, in writing of the details of all municipal services that may be provided through the infrastructure and the details of all measuring devices that are to be installed.
- 4.2 A property developer that fails to comply with the provisions of sub-section 4.1 shall be liable for the payment of all estimated applicable charges that would have been payable by customers in respect of municipal services provided as if the details thereof was known by the municipality or its authorized agent.

**CHAPTER 2.2: APPLICABLE CHARGES****5. MUNICIPAL SERVICES**

5.1 All applicable charges payable 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 municipal council in accordance with-

- (a) its rates and tariff policy
- (b) any by-laws in respect thereof, and/or
- (c) 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 services, quantities of services, infrastructure requirements and geographic areas.

**6. AVAILABILITY CHARGES**

The Municipality may in addition to the tariffs or charges prescribed for municipal services actually provided, levy a monthly/yearly fixed charge or a once-off fixed charge where municipal services are available, whether or not such services are used or not.

**7. SUBSIDIZED SERVICES**

7.1 The Municipality may from time to time and in accordance with national policy/guidelines implement subsidies for a basic level of municipal service by public notice but subject to principles of sustainability and affordability.

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 sub-section 7.1 must contain at least the following details applicable to a specific subsidy-

- (a) the household customers that 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 (level of subsidies)
- (e) the method of implementing the subsidy; and
- (f) any special terms and conditions that 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 than the unused portion may not be accrued by the customer and will not entitle the customer to a cash refund or rebate towards such 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 sub-section 7.1 may at any time, after reasonable notice, be withdrawn or altered in the sole discretion of the Municipality.
- 7.6 Commercial customers will not qualify for subsidized services.
- 7.7 Subsidised services shall be funded from the portion of revenue, raised nationally that is allocated to the municipality and if such funding is insufficient, then 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 recover any additional costs incurred in respect of implementing any action in terms of these by-laws against the account of the customer, including but not limited to-

- (a) all legal costs, including attorney and own client costs incurred in the recovery of amounts in arrears shall be for the account of the customer and/or
- (b) the average costs incurred relating to any action taken in demanding payment from the customer or reminding the customer by means of telephone telefax e-mail letter or otherwise.
- (c) the time cost of municipal employees relating to recovery of costs and fees will be calculated or estimated and charged to the customer.

## CHAPTER 2.3: PAYMENTS

### 9. PAYMENT OF DEPOSIT

- 9.1 The Municipal Council may from time to time determine different deposits for different categories of customers, users of services, debtors services and service standards. The deposits must be equal to at least two times the monetary value of the monthly consumption for each service.
- 9.2 A customer must on application for the provision of municipal services and before the municipality or its authorized agent will provide such services, pay the prescribed deposit as calculated in sub section (9.1)
- 9.3 The municipality or its authorized agent may annually review a deposit paid in terms of sub section (9.2) and in accordance with such review-
  - (a) require that an additional amount be deposited by the customer where the deposit is less than the most recent deposit determined by the municipal council; or
  - (b) refund to the customer such amount as may be held by the municipality or its authorized agent where the deposit is in excess of the most recent deposit determined by the municipal council.
- 9.4 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 determined by the municipal council.

- 9.5 The deposit shall not be regarded as being a payment or part payment of the arrears.
- 9.6 No interest shall be payable by the municipality or its authorized agent on any deposit held.
- 9.7 The deposit is refundable to the customer on settlement of all arrears and/or termination of the agreement. A deposit shall be forfeited to the municipality if it has not been claimed by the customer within 12 (twelve) months of termination of the agreement.

#### 10. METHOD FOR DETERMINING AMOUNTS DUE AND PAYABLE

- 10.1 The municipality or its authorized agent must in respect of municipal services that can be metered, endeavor to within available financial and human resources meter all customer connections and/or read all metered customer connections on a regular basis, subject to sub-section (10.2).
- 10.2 If a service is not measured, the municipality or its authorized agent may notwithstanding sub-section (10.1), determine the amount due and payable by a customer for municipal services supplied to him/her or it by calculating the-
- (a) the shared consumption, or if not possible,
  - (b) the estimated consumption.
- 10.3 If a service is metered, but it cannot be read due to technical, financial or human resources constrains and the customer is charged for an average consumption the metered consumption will be reflected in the following account to the customer.
- 10.4 Where water supply services are provided through a communal water services work (standpipe), the amount due and payable by customers gaining access to water supply services through that communal water services work, must be based on the shared or estimated consumption of water supplied to that water services work.
- 10.5 Where in the opinion of the municipality or it's authorized agent it is not reasonably possible or cost effective to meter all customer connections and/or read all metered customer connections within a determined area, the municipal council may determine a basic tariff (flat rate) to be paid by all the customers within that area, irrespective of actual consumption.
- 10.6 The municipality or its authorized agent must inform customers of the method for determining amounts due and payable for municipal services provided that will apply in respect of their consumption in such supply zones.

#### 11. PAYMENT FOR MUNICIPAL SERVICES PROVIDED

- 11.1 A customer shall be responsible for payment of all municipal services consumed or used 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 for which it is provided by the municipality or its authorized agent in terms of an agreement and as a consequence is charged at a charge lower than the applicable charge, then the municipality or its authorized agent may make an adjustment of the amount charged and recover the balance from the customer.

- 18.4 A query or complaint must be accompanied by the payment of at least the total amount, excluding the amount in respect of which a query or complaint is lodged due and payable in respect of the account.
- 18.5 The municipality or its authorized agent will register the query or complaint and provide the customer with a reference number.
- 18.6 The municipality or authorized agent-
- (a) shall investigate or cause the query or complaint to be investigated within 20 (twenty) working days after the query or complaint was registered; and
  - (b) inform the customer in writing of its findings within 23 (twenty three) days after the query or complaint was registered.
  - (c) inform the customer if the time in 18.6 (b) cannot be met with reasons.

**19. APPEALS AGAINST FINDING OF MUNICIPALITY OR ITS AUTHORIZED AGENT IN RESPECT OF QUERIES OR COMPLAINTS**

- 19.1 A customer may appeal against a finding of the municipality or its authorized agent in terms of section 18 in writing.
- 19.2 An appeal in terms of sub-section (19.1) must be made in writing and lodged with the municipal manager of the municipality within 21 (twenty one) days after the customer became aware of the findings referred to in section 18 and must-
- (a) set out the reasons for the appeal; and
  - (b) be accompanied by relevant documentation and the amount determined as per Section 19 (8) for the testing of a measuring device, if applicable.
- 19.3 The municipality may on appeal by a customer request such a customer to pay an average cost calculated over a period of three months in respect of the amount appealed against.
- 19.4 The customer is liable for all other amounts other than that appealed against which may fall due and payable during the adjudication of the appeal.
- 19.5 An appeal must be finalized by the municipality within 21 (twenty one) days after an appeal was lodged and the customer be informed of the outcome in writing within three (3) working days.
- 19.6 The decision of the municipality is final and the customer must pay any amounts due and payable in terms of the decision within seven (7) seven days of being informed of the outcome of the appeal.
- 19.7 The municipality may condone the late lodging of appeals upon good reasons provided by the Customer.
- 19.8 If it is alleged in an appeal that a measuring device is inaccurate, the device must be subjected to a standard industry test to establish its accuracy. The customer must be informed of possible cost implications including the estimated amount of such test prior to such test being undertaken which estimated costs is payable by the Customer in advance.
- 19.9 If the outcome of any test shows that a measuring device is-

- (a) within a prescribed range of accuracy, the customer will be liable for the costs of such test and any other amounts outstanding. Such costs will be debited against the customers account.
  - (b) outside a prescribed range of accuracy, the municipality or its authorized agent will be liable for the costs of such test and the customer be informed of the amount of any credit to which he, she or it is entitled.
- 19.10 The amounts referred to in Section 19(2) (b), if applicable, and Section 19(3) may be-
- (a) retained by the municipality or its authorized agent if the measuring device is found not to be defective; or
  - (b) refunded to the applicant if the measuring device is found in terms of those Section 19 to be defective.
- 19.11 In addition to Sections 19(9) and 19(10) the municipality or its authorized agent must if the measuring device is found to be defective-
- (a) Repair the measuring device or install another device which is in good working order, without charge to the customer, unless the costs thereof are recoverable from the customer in terms of these or any other bylaws of the municipality: and
  - (d) Determine the quantity of municipal services for which the customer will be charged in lieu of the quantity measured by the defective measuring device by taking as basis for such determination, and as the municipality or its authorized agent may decide-
    - The quantity representing the average monthly consumption of the customer during the three months preceding the month in respect of which the measurement is disputed and adjusting such quantity in accordance with the degree of error found in the reading of the defective meter or measuring device;
    - The average consumption of the customer during the succeeding three metered periods after the defective meter or measuring device has been repaired or replaced; or
    - The consumption of services on the premises recorded for the corresponding period in the previous year.

## CHAPTER 2.6: ARREARS

### 20. ARREARS

- 20.1 If a customer fails to pay an account on or before the due date, a final demand notice may be hand delivered or sent per registered mail to the most recent recorded address of the customer.
- 20.2 Failure to deliver or send a final demand notice do not relieve a customer from paying the arrears.

### 21. CONSOLIDATE ARREARS

If one account is rendered for more than one municipal service provided all arrears due and payable by a customer constitutes a consolidated debt, and any payment made by a customer of an amount less than the total amount due, will be allocated in reduction of the consolidated debt in the following order-

- (a) towards costs incurred in taking relevant action to collect amounts due and payable
- (b) towards payment of arrears including interest.
- (c) towards payment of the current account.

**22. INTEREST**

Interest will be levied on arrears at a rate prescribed by the municipal council from time to time.

**23. FINAL DEMAND NOTICE**

23.1 The final demand notice must contain the following statements-

- (a) the amount in arrears, and any interest payable within 7 (Seven) days of date of the demand;
- (b) that the customer may conclude an agreement with the municipality or its authorized agent for payment of the arrears in installments within 7 (seven) days of the date of the final demand notice;
- (c) that if no such agreement is entered into or the outstanding amount be settled in full within the stated period then-
  - the electricity services will be disconnected; and/or
  - the water supply services will be minimized or disconnected
- (d) that legal action will be instituted against any customer for the recovery of any arrear amounts;
- (e) that where prepaid electricity and or water meters are installed the sale of prepaid electricity and or water will be restricted to only 50% of the amount tendered and the balance credited against any arrear amounts.

23.2 The final demand notice need not to be physically signed by an official of the Municipality.

**24. LIMITATION OR DISCONNECTION OF MUNICIPAL SERVICES**

24.1 The municipality or its authorized agent may within 7 (seven) days after the expiry of the 7 (seven) day period allowed for payments in terms of the final demand notice-

- (a) disconnect the provision of electricity services to the defaulter; or
- (b) disconnect water supply services in the event that-
  - no electricity services are provided by the municipality or its authorized agent; or
  - the arrears amount exceeds the amount payable in respect of electricity services.

24.2 Where the services were discontinued and or limited, those service(s) will not be restored until-

- (a) the customer has paid the total amount outstanding in full;
- (b) the customer has paid the inflated deposit in terms of section 3 in full; or
- (c) the customer has entered into an agreement for the payment of arrears in installments in terms of Section 7.

24.3 The municipality or its authorized agent may hand deliver or send per mail to the most recorded address of the customer a disconnection of electricity an/or water supply services notice.

24.4 Failure to deliver or send a disconnection notice does not relieve a customer from paying such arrears.

24.5 The cost associated with the limitation or disconnection of municipal services shall be for the cost of the customer and shall be included in the account for full settlement before such service(s) be reconnected.

24.6 In the event that a consumer again falls in arrears, the municipality or its authorized agent will not be obliged to give such consumer the statutory final demand notice for the discontinuation or limitation of municipal services.

**25. ACCOUNTS 30 (THIRTY) DAYS IN ARREARS**

- 25.1 Where an account rendered to a customer remains outstanding for more than 30 (thirty) days the municipality or its authorized agent may-
- (a) instituted legal action against a customer for the recovery of the arrears;  
or
  - (b) hand the customers account over to a debt collector or an attorney for collection.
- 25.2 A customer will be liable for any administration fees, costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit.

**26. GENERAL**

- 26.1 No action taken in terms of this section due to non-payment will be suspended or withdrawn unless the arrears, any interest thereon administration fees and any other additional charges are paid in full.
- 26.2 The municipality or its authorized agent will not be liable for any loss or damage suffered by a customer due to his, her or its electricity and/or water services being disconnect or limited.

**CHAPTER 2.7 AGREEMENTS FOR THE PAYMENT OF ARREARS IN INSTALMENT****27. AGREEMENTS**

- 27.1 An agreement for the payment of arrears in installments may be entered into by the Customer with the Municipality and which agreement must include an acknowledgement of debt, a consent to judgment and a consent to an emoluments attachment order.
- 27.2 Only customers with positive proof of identity or persons duly authorized as a legal representative by a customer will be allowed to enter into an agreement for the payment of arrears in installments.
- 27.3 No customer will be allowed to enter into an agreement for the payment of arrears in installments where that customer had failed to honor a previous agreement for the payment of arrears in installments.

**28. ADDITIONAL COST, PARTIAL SETTLEMENT AND INSTALMENTS**

- 28.1 The costs associated with entering into agreements for the payment of arrears in installments and the limitation of the municipal services in accordance with Section 24 shall be included in the arrears amount and be payable by the customer.
- 28.2 In the event that a customer proves to the municipality or its authorized agent that he/she or it is unable to pay the amount referred to in Section 28(1) on entering such agreement, the Municipality or it's authorized agent may-
- (a) extend the payment thereof to the end of the month in which the customer enters into such an agreement; or
  - (b) include it in the amount payable in terms of the agreement after taking into account the following factors-
    - the credit record of the customer;
    - the arrears amount

- the level of consumption of municipal services;
- the level of service provided to the customer;
- any other relevant factors

28.3 The municipality or its authorized agent shall determine the instalments payable in respect of any arrears amount by taking into account the factors referred to in Section 28(2) and the period for such instalments to be paid shall not exceed 18 months.

## 29. DURATION OF AGREEMENTS

29.1 No agreement for the payment of arrears will be for a period of longer than 18 (eighteen) months unless the circumstances referred to in sub-section 29(2) prevail.

29.2 The municipality can allow a longer period than 18 (eighteen) months but not longer than 36 (thirty six) months for the payment of arrears, if special circumstances prevail that in the opinion of the municipality warrants such an extension and which the customer reasonably could not prevent or avoid. The customer must furnish documentary proof of such special circumstances to the Municipality.

29.3 The municipality in exercising its discretion under sub-section (29.2) will take into account the following:

- (a) credit record
- (b) consumption
- (c) income level
- (d) level of service
- (e) previous breaches of agreements for the payment of arrears in instalments;
- (f) any other relevant factors

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

## 30. FAILURE TO HONOR AGREEMENTS

If a customer fails to comply with an agreement for the payment of arrears in instalments, the total of all outstanding amounts will immediately be due and payable without further notice or correspondence to the Customer and the municipality or its authorized agent may-

- (a) disconnect the electricity and/or water supply services provided to the customer
- (b) institute legal action for the recovery of the arrears
- (c) hand the customer's account over to a debt collector or an attorney for collection.

## 31 RE-CONNECTION OF SERVICES

31.1 An agreement for payment of the arrears in instalments entered into as a result of electricity and/or water disconnected or limited will not be restored until-

- (a) the agreement for the payment of arrears be finalized and approved by the municipality in terms of the relevant section(s)
- (b) inflating the deposit in terms of section 3.

**CHAPTER 3 ASSESSMENT RATES****32. AMOUNT DUE FOR ASSESSMENT RATES**

- 32.1 The provisions of Section 8 shall apply mutatis mutandis in respect of the recovery of assessment rates.
- 32.2 All assessment rates due by owners are payable by a fixed date as determined by the municipality and or applicable legislation.
- 32.3 Joint owners of property shall be jointly and severally liable for payment of assessment rates.
- 32.4 Assessment rates may be levied as an annual single amount or in equal monthly installments.
- 32.5 Payment of assessment rates may not be deferred beyond the fixed date by reason of an objection to the valuation roll.

**33. CLAIM ON RENTAL FOR ASSESSMENT RATES IN ARREARS**

The municipality or its authorized agent may apply to Court for the attachment of any rent due in respect of rateable property to cover in part or in full any outstanding amount in respect of assessment rates for a period longer than three months after the fixed date.

**34. DISPOSAL OF MUNICIPALITY'S PROPERTY AND PAYMENT OF ASSESSMENT RATES**

- 34.1 The purchaser of municipal property is pro rata liable for the payment of assessment rates on the property as from the date of registration of transfer of the property in the name of the purchaser in respect of the financial year in which the purchaser becomes the registered owner.
- 34.2 In the event that the municipality repossesses the property, any outstanding and due amount in respect of assessment rates shall be recovered from the purchaser.

**35. ASSESSMENT RATES PAYABLE ON MUNICIPAL PROPERTY**

- 35.1 The lessee of municipal property is responsible for payment of any general assessment rates payable on the property for the duration of the lease as if the lessee is the owner of such property.
- 35.2 The municipality or its authorized agent may elect to include the assessment rates in respect of municipal property in the rent payable by the lessee instead of billing it separately as in the case of owners of properties.

**CHAPTER 4: PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS****36. QUALIFICATION FOR REGISTRATION**

Indigents are defined as those who, due to a number of factors, are unable to make monetary contributions towards basic services, no matter how small the amounts seem to be. Any household earning less than the amount stated by the financial and fiscal

commission and/or municipal council from time to time qualifies to be registered as indigent. The calculation of household earnings will exclude a Government disability grant and Government child support grant received by any person which forms part of the household.

### 37. APPLICATION FOR REGISTRATION

- 37.1 A household wishing to qualify as an indigent customer must complete the application form entitled "*application for registration as indigent customer*" attached as annexure B to these by-laws.
- 37.2 Any application in terms of sub-section (37.1) must be accompanied by-
- (a) documentary proof of income such as a letter from the customer's employer, salary advice, pension card, unemployment fund card, affidavit declaring unemployment or income;
  - (b) customer's latest municipal account in his/her possession
  - (c) a certified copy of the customer's identity document
  - (d) the names and identity numbers of all occupants over the age of 18 years who are resident at the property.
- 37.3 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 are true and correct.
- 37.4 The municipality or its authorized agent shall counter-sign the application form certifying that the consequences and conditions of such an application for the customer were explained to the customer and that the customer indicated that the contents of the declaration was understood.

### 38. APPROVAL OF APPLICATION

- 38.1 The municipality or its authorized agent may send an authorized representative to the premises or household applying for registration as an indigent customer to conduct an on-site audit of information provided prior to the approval of such an application.
- 38.2 An application received in accordance with section 27 shall be considered by the municipality or its authorized agent and the applicant shall be advised in writing within reasonable time of receipt of such complete application by the municipality or its authorized agent as to whether or not the application is approved. If it is not approved, the applicant shall be given reasons therefore.
- 38.3 The provisions of chapter 2 section 5 shall mutatis mutandis apply in respect of a customer that feels aggrieved by a decision of the municipality or its authorized agent in terms of Section 38(2).
- 38.4 An application so approved shall be valid and effective for a period of 12 (twelve) months only.

### 39. CONDITIONS

The municipality or its authorized agent may, on approval of an application or any time thereafter-

- (a) install a pre-payment electricity and/or water meter for the indigent customer where electricity and/or water is provided by the municipality or its authorized agent; and

- (b) limit the water supply services of an indigent customer to a basic supply of not less than 6 (six) kilolitres per month.
- (c) limit the electricity supply service of an indigent customer to a basic supply of not less than 50 (fifty) kwh per month.

#### **40. ANNUAL APPLICATIONS**

- 40.1 An indigent customer must re-apply annually for registration as an indigent customer, failing which the concession will cease automatically.
- 40.2 The provisions of Sections 36 and 37 shall apply to any application in terms of Section 40(1).
- 40.3 The municipality or its authorized agent does not guarantee the renewal of the concession.

#### **41. SUBSIDIZED SERVICES FOR INDIGENT CUSTOMERS**

- 41.1 The municipal council may annually as part of its budgetary process determine the municipal services and levels thereof that will be subsidized in respect of indigent customers in accordance with national policy, but subject to principles of sustainability and affordability.
- 41.2 The municipal council will in the determination of municipal services that will be subsidized for indigent customers give preference to subsidizing at least the following services-
  - (a) water supply services of 6 (six) kiloliters per household per month;
  - (b) sanitation services whichever is the most affordable to the municipality
  - (c) refuse removal services to a maximum of one removal per household per week
  - (d) water/electricity basic/availability charges if applicable
  - (e) electricity of 50 (fifty) kwh per household per month
- 41.3 Any other municipal services rendered by the municipality or municipal services consumed in excess of the levels or quantities determined in sub-section 41.1 shall be charged for and the indigent customer shall be liable for the payment of such charges levied on the excess consumption.
- 41.4 The provisions of chapter 2 shall mutatis mutandis apply to the amounts due and payable in terms of Section 41(3) and no subsidies allocated will be credited for actual municipal services provided.
- 41.5 If the actual consumption of Municipal services is less than the determined subsidy as per Section 41(1), the indigent customer shall forfeit the balance of that subsidy.

#### **42. FUNDING FOR SUBSIDIZED SERVICES**

The subsidized services referred to in section 41 shall be funded from the portion of revenue raised nationally that is allocated to the municipality and if such funding is insufficient, then the services may be funded from revenue raised through rates, fees and charges levied in respect of municipal services rendered.

#### **43. EXISTING ARREARS OF INDIGENT CUSTOMERS ON APPROVAL OF APPLICATION**

- 43.1 Arrears accumulated in respect of the municipal accounts of customers prior to

their first registration as indigent customers will be suspended and interest shall not accumulate on such arrears for the period that a customer remains registered as an indigent customer.

43.2 Arrears suspended in terms of Section 43(1) shall become due and payable by the customer and the provisions of chapter 2 shall mutatis mutandis apply to the amounts due and payable on de-registration as an indigent customer in accordance with Section 44.

43.3 In special individual cases the Mayoral Committee in conjunction with the relevant ward Councillor has authority to decide if Section 43(2) should be implemented or not.

#### 44. AUDITS

The municipality may undertake regular random audits to:

- (a) verify the information provided by the indigent customer;
- (b) record any changes in the circumstances of indigent customers;
- (c) make decisions on the de-registration of the indigent customer and/or
- (d) address other related issues.

#### 45. DE-REGISTRATION

45.1 Any customer who provides false information in the application form and/or any other documentation and information in connection with the application-

- (a) shall automatically, without notice be de-registered as an indigent customer from the date on which the municipality or its authorized agent became aware that such information is false; and
- (b) shall be held liable for the payment of all services received in addition to any other legal actions the municipality or its authorized agent may take against such a customer.
- (c) shall never in future be allowed to register as an indigent customer, whatever the circumstances he/she may have to endure in future.

45.2 An indigent customer must immediately request de-registration by the municipality or its authorized agent if his or her circumstances have changed to the extent that he or she no longer meets the qualifications as set out in Section 36.

45.3 An indigent customer shall automatically be de-registered if an application in accordance with Section 40 is not made or if such application is not approved.

45.4 An indigent customer may at any time request de-registration.

### CHAPTER 5 UNAUTHORIZED SERVICES

#### 46. UNAUTHORIZED SERVICES

46.1 No person may gain access to water/electricity supply services unless it is in terms of an agreement entered into with the municipality for the rendering of those services.

46.2 The municipality may without compensation confiscate the property or other instruments through which unauthorized services are provided and/or accessed with.

46.3 No person other than the municipality shall effect a connection to infrastructure through which municipal services are provided.

- 46.4 No person shall prevent or restrict physical access to infrastructure through which water/electricity supply services are provided.
- 46.5 If a person contravenes section 46.3 and 46.4 the municipality may-
- (a) by written notice require such person to restore access at his or her own expense within a specified period or
  - (b) If it is in the opinion of the Municipality that the situation is a matter of urgency, restore access without prior notice and recover the costs from such person.

#### 47. ILLEGAL RE-CONNECTION

- 47.1 A person who unlawfully and intentionally or negligently reconnects to services and/or infrastructure after such customer's access to municipal services has been restricted, limited or disconnected, shall immediately be disconnected again.
- 47.2 A person who re-connects as referred to in Section 47(1) shall be liable for the costs associated with any consumption, penalty charges and other actions that may be taken against such a person.

#### 48. IMMEDIATE DISCONNECTION

The provision of water and/or electricity supply services may immediately be disconnection if any person

- (a) unlawfully and intentionally or negligently interferes with or obstructs access to infrastructure through which the municipality provides water and/ or electricity supply services;
- (b) fails to provide information or provides false information reasonably requested by the municipality

### CHAPTER 6 : OFFENCES

#### 49. OFFENCES

Any person who –

- (a) fails to allow access required by the municipality under these by-laws;
- (b) obstructs or hinders the municipality in the exercising of the powers or performance of functions or duties under these by-laws;
- (c) assists any person in providing false or fraudulent information or assists in willfully concealing information;
- (d) uses, tampers or interferes with municipal equipment, water supply system and reticulation network or consumption of services rendered;
- (e) fails or refuses to give the municipality such information as may reasonably be required for the purpose of exercising the powers of functions under these by-laws;
- (f) gives the municipality false or misleading information, knowing it to be false or misleading;
- (g) unlawfully and intentionally or negligently reconnects to services or unlawfully and intentionally or negligently interferes with infrastructure through which water supply service are provided, after such person's access to municipal services has been restricted or disconnected;
- (h) contravenes or fails to comply with a provision of these by-laws;
- (i) fails to comply with the terms of a notice served upon him/her in terms of these by-laws

shall be guilty of an offence and liable upon conviction to a fine of R1000 (One thousand rand) or to a period of imprisonment not exceeding 6 (six) months or to both such fine and imprisonment.

## CHAPTER 7: DOCUMENTATION

### 50. SIGNING OF NOTICES AND DOCUMENTS

A notice or document issued by the municipality in terms of these by-laws and signed by a staff member of the municipality or its authorized agent shall be deemed to be duly issued and will on its mere production be accepted by a court as prima facie evidence of that fact.

### 51. NOTICES AND DOCUMENTS

1. A notice or document issued by the municipality in terms of these by-laws shall be deemed to be duly authorized if a staff member of the municipality or an authorized agent signs it.
2. Any notice or other document that is served on an owner, customer or any other person in terms of these by-laws will be 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 village, place of residence, or business or employment in the Republic 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 address or business address 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 for in sub-sections (a) – (c); or
  - (e) if that person's address and agent or representative in the Republic is unknown, when it has been posted in a conspicuous place on the property or premises, if any, to which it relates.
3. When any notice or other document must be 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 it is not necessarily the name of that person.
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 personal delivery of such notice or if such notice is to be delivered per registered post, at 10 o'clock in the forenoon on the fourth day after the postmarked date upon the receipt for registration.

**52. 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 authorized officer of the municipality or the authorized agent of the municipality; such authority being conferred by resolution of the municipality, written agreement or by a by-law.

**53. PRIMA FACIE EVIDENCE**

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

**CHAPTER 8: GENERAL PROVISIONS****54. RESPONSIBILITY FOR COMPLIANCE WITH THESE BY-LAWS**

The owner of premises is responsible for ensuring compliance with these by-laws in respect of all or any matters relating to any water and/or electricity installation.

**55. POWER OF ENTRY AND INSPECTION**

The municipality may enter and inspect any premises for any purpose in connection with the implementation or enforcement of these by-laws, at all reasonable times, after having giving reasonable written notice to the occupier of the premises of its intention to do so.

**56. AVAILABILITY OF BY-LAWS**

A copy of these by-laws shall be included in the municipalities' Municipal code as required in terms of legislation.

**57. CONFLICT OF LAW**

1. When interpreting any provision of these by-laws, any reasonable interpretation which is consistent with the purpose of these by-laws, must be preferred over any alternative interpretation which is inconsistent with that purpose.
2. If there is any conflict between these by-laws and any other by-laws of the Council, these by-laws will prevail.

**58. TRANSITIONAL ARRANGEMENTS**

1. Installation work authorized by the municipality prior to the commencement date of these by-laws or authorized installation work in progress on such date shall be deemed to have been authorized in terms of these by-laws.
2. The municipality may for a period of 90 days after the commencement of these by-laws authorize installation work in accordance with the by-laws

that regulated such work immediately prior to the promulgation of these by-laws.

3. No customer shall be required to comply with these by-laws by altering a water/electricity installation or part thereof which was installed in conformity with any laws applicable immediately prior to the commencement of these by-laws; provided that if, in the opinion of the Municipal Manager, the installation or part thereof is so defective or in such a condition or position as to cause waste or undue consumption of water, pollution of the water supply or a health hazard, the Municipal Manager may by notice require the customer to comply with the provisions of these by-laws.

#### **59. INDEMNIFICATION FROM LIABILITY**

1. Neither an employee of the municipality nor any person, body, organization or corporation acting on behalf of the municipality, will be liable for any damage arising from any omission or acts done in the course of his or her duties and in good faith.

#### **SHORT TITLE AND COMMENCEMENT**

These by-laws are called the Credit Control and Debt Collection By-Laws of the Inxuba Yethemba Municipality and will commence by notice in the Provincial Gazette.

**ANNEXURE "A"**

**INXUBA YETHEMBA MUNICIPALITY/MUNISIPALITEIT**

**APPLICATION FOR MUNICIPAL SERVICES**  
**AANSOEK VIR MUNISIPALE DIENSTE**

**TYPE OF APPLICATION**  
**TIPE VAN AANSOEK**

(mark with a X where applicable)  
 (dui aan met n X waar van toepassing)

domestic  
 huishoudelik

commercial/industrial  
 besigheid /industrieel

other  
 ander

(please specify/dui aan asb.)

**TYPE OF CUSTOMER**  
**TIPE VAN KLIENT**

(mark with a X where applicable)  
 (dui aan met n X waar van toepassing)

individual  
 individu

C.C.  
 B.K

pty (ltd)  
 edms (bpk)

partner  
 vennoot

owner  
 eienaar

lessee  
 huurder

**PARTICULARS OF APPLICANT / BESONDERHEDE VAN APPLIKANT**

name of corporate entity (c.c /pty (ltd) or partner)  
 naam van korporatiewe entiteit (b.k /edms (bpk) /vennoot )

[ ]

registration number of corporate entity/registrasie no van korporatiewe entiteit

[ ]

surname  
 van

[ ]

initials  
 voorletters

[ ]

identity number  
 identiteits nommer

[ ]

marital status (mark with a X where applicable)  
 huwelik status (dui aan met n X waar van toepassing)

married  
 getroud

out of community  
 buite gemeenskap

in community  
 binne gemeenskap

other (please specify)  
 ander (dui aan asb.)

unmarried  
 ongetroud

occupation/beroep

[ ]

tel.no /tel. nommer  
 cell no/sell nommer

(code/kode)

[ ] [ ]

**ADDRESS OF APPLICANT (FOR PURPOSE OF ACCOUNT DELIVERY)  
ADRES VAN AANSOEKER (VIR DOELEINDES VAN REKENING AFLEWERING)**

physical address fisiese adres	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	postal address posbus adres	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
-----------------------------------	--	--------------------------------	--

**NEXT OF KIN / NAASBESTAANDES**

1 surname/van adres/adres	<input type="text"/>	initials/voorletters	<input type="text"/>
	<input type="text"/>	tel. no	<input type="text"/>
	<input type="text"/>	tel.no.	<input type="text"/>
	<input type="text"/>	cell no sell no	<input type="text"/>

2 surname/van adres/adres	<input type="text"/>	initials/voorletters	<input type="text"/>
	<input type="text"/>	tel. no	<input type="text"/>
	<input type="text"/>	tel.no.	<input type="text"/>
	<input type="text"/>	cell no sell no	<input type="text"/>

**EMPLOYER'S DETAILS / WERKGEWERS BESONDERHEDE**

name/naam	<input type="text"/>		
tel.no/tel.nommer	<input type="text"/>		
physical address	<input type="text"/> <input type="text"/> <input type="text"/>	period in service/periode in diens	
		years/jare	<input type="text"/>
		months / maande	<input type="text"/>

**CREDIT REFERENCES/KREDIET VERWYSINGS**

1 name of company/naam van maatskappy adres/adres	<input type="text"/>		
	<input type="text"/>	account number	<input type="text"/>
	<input type="text"/>	rekening nommer	<input type="text"/>
	<input type="text"/>	telephone number telefoon nommer	<input type="text"/>

2 name of company/naam van maatskappy adres/adres	<input type="text"/>		
	<input type="text"/>	account number	<input type="text"/>
	<input type="text"/>	rekening nommer	<input type="text"/>
	<input type="text"/>	telephone number telefoon nommer	<input type="text"/>

**PARTICULARS OF OWNER (IF NOT THE APPLICANT)**  
**BESONDERHEDE VAN EIENAAR (INDIEN NIE DIE AANSOEKER)**

name of corporate entity (c.c /pty (ltd) or partner)   
 naam van korporatiewe entiteit (b.k /edms (bpk) /vennoot )   
 registration number of corporate entity/registrasie no van korporatiewe entiteit

surname  initials   
 van  voorletters

identity number   
 identiteits nommer

occupation/beroep   
 tel.no /tel. nommer (code/kode)   
 cell no/sell nommer

physical address  postal address   
 fisiese adres  posbus adres

**PROPERTY TO WHICH MUNICIPAL SERVICES MUST BE PROVIDED**  
**EIENDOM WAAR MUNISIPALE DIENSTE GELEWER MOET WORD**

suburb/voorstad  ward/wyk

stand no/erf no

street name  street no   
 straat naam  straat no

number of persons over the age of 18 years living on the property   
 aantal persone bo 18 jaar oud woonagtig op die perseel


**TYPE OF MUNICIPAL SERVICES TO BE PROVIDED/SOORT VAN MUNISIPALE DIENSTE OM TE LEWER**

(mark with a X where applicable)

(dui aan met n X waar van toepassing)

water supply services water voorsiening dienste	<input type="checkbox"/>	in-house connection/aan huis aansluiting	<input type="checkbox"/>
	<input type="checkbox"/>	yard connection/erf aansluiting	<input type="checkbox"/>
	<input type="checkbox"/>	communal standpipe/gemeenskaplike punt	<input type="checkbox"/>
	<input type="checkbox"/>	pre-paid system/vooraf betaal stelsel	<input type="checkbox"/>
	<input type="checkbox"/>	other/ander	<input type="text"/>
electricity supply services elektrisiteit voorsiening dienste	<input type="checkbox"/>	in-house connection/aan huis aansluiting	<input type="checkbox"/>
	<input type="checkbox"/>	yard connection/erf aansluiting	<input type="checkbox"/>
	<input type="checkbox"/>	pre-paid system/vooraf betaal stelsel	<input type="checkbox"/>
	<input type="checkbox"/>	other/ander	<input type="text"/>
sanitation services riool voorsiening dienste	<input type="checkbox"/>	full level/volle vlak	<input type="checkbox"/>
	<input type="checkbox"/>	basic level/basiese vlak	<input type="checkbox"/>
	<input type="checkbox"/>	night soil removal/nagvullis verwydering	<input type="checkbox"/>
refuse removal services vullisverwydering dienste	<input type="checkbox"/>	full level/volle vlak	<input type="checkbox"/>
	<input type="checkbox"/>	basic level/basiese vlak	<input type="checkbox"/>
	<input type="checkbox"/>	additional services	<input type="text"/>
	<input type="checkbox"/>	addisionele dienste	<input type="text"/>
date on which provision of services should commence datum waarop dienste verlang word		<input type="text"/>	

**PAYMENT DETAILS**

cash(including cheques )/kontant (ingesluit tjeks)	<input type="text"/>
debit order/debiet order	<input type="text"/>
stop order/stop order	<input type="text"/>
other method of electronic transfer ander elektroniese oorplasing	<input type="text"/>
bank details/bank besonderhede	
name/naam	<input type="text"/>
branch/tak	<input type="text"/>
branch no/tak no	<input type="text"/>
type of account tipe rekening	<input type="text"/>
account number rekening nommer	<input type="text"/>

(please attache a copy of a cheque/heg asb. "n afskrif van "n tjek aan)

**A CERTIFIED COPY OF THE APPLICANT'S IDENTITY DOCUMENT/POWER OF ATTORNEY  
MUST BE ATTACHED TO THE APPLICATION  
A GESERTIFISEERDE AFSKRIF VAN DIE AANSOEKER SE IDENTITEIT DOKUMENT/VOLMAG  
MOET AANGEHEG WEES BY DIE AANSOEK**

**I/whe hereby-/ Ek/ons dien ooreenkomstig:-**

- (a) Apply for the provision of municipal services to be provided to the above property  
Doen aansoek vir die voorsiening van munisipale dienste vir bovermelde perseel
- (b) Accept the conditions applicable to the provision of municipal services as set out in the municipality's policy, bylaws and the condition of supply of any service provider of the municipality;  
Aanvaar die voorwaardes wat van toepassing is op die voorsiening van munisipale dienste soos vervat in die munisipale beleid, by-wette en die voorwaardes van voorsiening van enige dienste verskaffer van die munisipaliteit;
- (c) Declare that this application form and the implications thereof was explained to me;  
Verklaar dat hierdie aansoek vorm en die implikasies daarvan aan my verduidelik is;
- (d) Declare that all payments due and payable by me in pursuance of this application shall promptly be paid by me on the due date; and  
Verklaar dat alle betalings verskuldig en betaalbaar deur myself kragtens hierdie aansoek stiptelik betaal sal word deur myself op die vervaldatum; en
- (e) Declare that the information provided in this application form is true and correct.  
Verklaar dat die inligting vervat in hierdie aansoek vorm is waar en juis.

.....  
signature of applicant/handtekening van aansoeker

date/datum

.....  
signature of owner (if not applicant)  
handtekening van eienaar (indien nie aansoeker)

date/datum

**FOR OFFICE USE ONLY/ALLEENLIK VIR KANTOOR GEBRUIK**

The contents of the above declaration made by the applicant were explained to him/her/it and he /she it indicated that the contents of the application were understood

..... signature of responsible official of the municipality handtekening van verantwoordelike amptenaar v.d munisipaliteit	<input type="text"/>	<input type="text"/>
		date/datum
initials and surname of official/voorletters en van van amptenaar	<input type="text"/>	
new account number/nuwe rekening nommer	<input type="text"/>	
deposit paid/deposito betaal		
	date/datum	<input type="text"/>
	amount/bedrag	<input type="text"/>
	receipt no/kwitansie no	<input type="text"/>
water/electricity meter particulars/water/elektrisiteit meter besonderhede		
meter number/meter nommer	<input type="text"/>	
route number/roete nommer	<input type="text"/>	<input type="text"/>
meter reading (start)/aanvangs meter lesing		<input type="text"/>
meter number/meter nommer	<input type="text"/>	
route number/roete nommer	<input type="text"/>	<input type="text"/>
meter reading (start)/aanvangs meter lesing		<input type="text"/>
other services put on the account/ander dienste op rekening geplaas		
	tariff code/tarief kode	date/datum
sanitation/riool	<input type="text"/>	<input type="text"/>
refuse/vullis	<input type="text"/>	<input type="text"/>
other/ander	<input type="text"/>	<input type="text"/>

**INXUBA YETHEMBA MUNICIPALITY**

**ANNEXURE "B"**

**APPLICATION FOR REGISTRATION AS INDIGENT CUSTOMER**  
**AANSOEK VIR REGISTRASIE AS HULPBEHOEWENDE VERBRUIKER**

**Note:**An application for municipal services must be completed or updated on submission of this application

**Nota:**'n aansoek vir munisipale dienste moet voltooi of opgedateer word by die inhandeling van die aansoek.

**PARTICULARS OF APPLICANT/BESONDERHEDE VAN AANSOEKER**

surname van  initials voorletters

identity number identiteits nommer

marital status (mark with a X where applicable)  
 huwelik status (dui aan met n X waar van toepassing)

married getroud	out of community buite gemeenskap	unmarried ongetroud
	in community binne gemeenskap	
	other (please specify) ander (dui aan asb.)	

occupation/beroep

tel.no /tel. nommer (code/kode)

cell no/sell nommer

**ADDRESS OF APPLICANT**  
**ADRES VAN AANSOEKER**

physical address fisiese adres	<input type="text"/>	postal address posbus adres	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

PROPERTIES OWNED BY APPLICANT AND ALL MEMBERS OF THE HOUSEHOLD IF APPLICABLE  
EIENDOMME WAT BEHOORT AAN AANSOEKER EN ALLE LEDE V.D. HUISHOUDING INDIEN VAN TOEPASSING

Property 1/eiendom 1

physical address  
fisiese adres

name of bondholder  
naam van verbandhouer

account number  
rekening nommer

deed registration number  
akte registrasie nommer

type of structure  
tipe struktuur

Property 2/eiendom 2

physical address  
fisiese adres

name of bondholder  
naam van verbandhouer

account number  
rekening nommer

deed registration number  
akte registrasie nommer

type of structure  
tipe struktuur

IS PROPERTY/PROPERTIES OR A PORTION THEREOF LEASED TO A  
THIRD PERSON  
IS EIENDOM/EIENDOMME OF 'N GEDEELTE DAARVAN VERHUUR AAN  
'N DERDE PERSOON

 yes/ja no/nee

if leased, monthly rent received  
indien verhuur, maandelikse huur ontvang

R

**HOUSEHOLD COMPOSITION AND FINANCIAL STATUS**  
**SAMESTELLING VAN HUISHOUDING EN FINANSIELE STATUS**

**NUMBER OF PEOPLE IN THE HOUSEHOLD AND PERSONAL DETAILS**  
**AANTAL PERSONE IN DIE HUISHOUDING EN PERSOONLIKE DETAIL**

1.surname van

full name volle name

i.d.number i.d.nommer

relationship verwantskap  birthdate geboortedatum

gender (male/female) geslag (manlik/vroulik)  age ouderdom  disabled(yes/no)

employer's detail (if applicable) werkgewer besonderhede (indien van toepassing)

salary including benefits (if applicable) salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc) bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids pension,welsyn ens.

source bron
amount bedrag

2.surname van

full name volle name

i.d.number i.d.nommer

relationship verwantskap  birthdate geboortedatum

gender (male/female) geslag (manlik/vroulik)  age ouderdom  disabled(yes/no)

employer's detail (if applicable) werkgewer besonderhede (indien van toepassing)

salary including benefits (if applicable) salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc)  
 bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids  
 pension,welsyn ens.

source bron
amount bedrag

3.surname  
van

full name  
volle name

i.d.number  
i.d.nommer

relationship  
verwantskap

birthdate  
geboortedatum

gender (male/female)  
geslag (manlik/vroulik)

age  
ouderdom

disabled(yes/no)

employer's detail (if applicable)  
werkgever besonderhede (indien van toepassing)

salary including benefits (if applicable)  
salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc)  
 bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids  
 pension,welsyn ens.

source bron
amount bedrag

4.surname  
van

full name  
volle name

i.d.number  
i.d.nommer

relationship  
verwantskap

birthdate  
geboortedatum

gender (male/female)  
geslag (manlik/vroulik)

age  
ouderdom

disabled(yes/no)

employer's detail (if applicable)  
werkgever besonderhede (indien van toepassing)

salary including benefits (if applicable)  
salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc)  
 bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids  
 pension,welsyn ens.

source bron
amount bedrag

5.surname van

full name volle name

i.d.number i.d.nommer

relationship verwantskap  birthdate geboortedatum

gender (male/female) geslag (manlik/vroulik)  age ouderdom  disabled(yes/no)

employer's detail (if applicable) werkgewer besonderhede (indien van toepassing)

salary including benefits (if applicable) salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc) bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids pension,welsyn ens.

source
bron
amount
bedrag

6 surname van

full name volle name

i.d.number i.d.nommer

relationship verwantskap  birthdate geboortedatum

gender (male/female) geslag (manlik/vroulik)  age ouderdom  disabled(yes/no)

employer's detail (if applicable) werkgewer besonderhede (indien van toepassing)

salary including benefits (if applicable) salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc) bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids pension,welsyn ens.

source
bron
amount
bedrag

7.surname  
van

full name  
volle name

i.d.number  
i.d.nommer

relationship  
verwantskap  birthdate  
geboortedatum

gender (male/female)  
geslag (manlik/vroulik)  age  
ouderdom  disabled(yes/no)

employer's detail (if applicable)  
werkgever besonderhede (indien van toepassing)

salary including benefits (if applicable)  
salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc)  
bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids  
pension,welsyn ens.

source bron
amount bedrag

8.surname  
van

full name  
volle name

i.d.number  
i.d.nommer

relationship  
verwantskap  birthdate  
geboortedatum

gender (male/female)  
geslag (manlik/vroulik)  age  
ouderdom  disabled(yes/no)

employer's detail (if applicable)  
werkgever besonderhede (indien van toepassing)

salary including benefits (if applicable)  
salaris insluitend voordele (indien van toepassing)

source of other income (example old age/disable pension,welfare etc)  
bron van ander inkomste(byvoorbeeld ouderdom/ongeskiktheids  
pension,welsyn ens.

source bron
amount bedrag

SPECIFY EXPENDITURE PER HOUSEHOLD PER MONTH (where applicable)  
 SPESIFISEER UITGAWE VIR HUISHOUDING PER MAAND (waar van toepassing)  
 (official use: financial assesment)  
 (kantoordoeleinde: finansiële aanslag)

groceries kruideniersware	R	
school/education fees skool/opvoeding fooie	R	
bond payment verband terugbetaling	R	
rental huur	R	
municipal account munisipale rekening	R	
transport vervoer	R	
medical expenses mediese uitgawes	R	
other (please specify) ander (spesifiseer asb)	R	

- The following documents must be attached/Die volgende dokumente moet aangeheg word-
1. Documentary proof of income (e.g. a salary advice, pension card, letter from an employer etc) or dokumentere bewys van inkomste (bv. betaalstrokie, pension kaart, brief v.d. werkgewer ens.) of
  2. An affidavit declaring unemployment or income; and Beedigde verklaring indien werkloos of inkomste: en
  3. Latest municipal account; and Nuutste munisipale rekening; en
  4. A certified copy of the applicant's identity document. Gesertifiseerde afskrif van die aansoeker se identiteit dokument.

DECLARATION/VERKLARING

I hereby/Ek hierby -

1. apply for registration as an indigent customer for a period of one year; doen aansoek vir registrasie as "n hulpbehoewende verbruiker
2. accept the conditions applicable to this application as set out in the municipal policy, bylaws and the conditions of supply of any service provider of the municipality; aanvaar die voorwaardes uiteengesit in hierdie aansoek ooreenkomstig die munisipaliteit se beleid, by-wette en die voorwaardes van voorsiening van enige diensteverskaffer van die munisipaliteit;
3. declare that this application form and the implications thereof was explained to me; verklaar dat die aansoek vorm en die implikasies daarvan aan my verduidelik is;
4. declare that all payments due and payable by me in pursuance of this application shall promptly be paid by me on the due date; and verklaar dat alle betalings verskuldig en betaalbaar deur my kragtens hierdie aansoek sal stiptelik deur my betaal word op die betaaldatum; en
5. declare that the information provided in this application form is true and correct. verklaar dat die inligting voorsien in hierdie aansoek vorm is waar en korrek.

I further declare and accept that the following specific conditions shall apply to this application-  
Ek verklaar verder en aanvaar die volgende spesifieke voorwaardes sal geld by hierdie aansoek-

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 or any time thereafter.  
die munisipaliteit of sy gemagtigde agent kan gemagtigde verteenwoordigers stuur na die perseel of huishoudings wat aansoek doen om "n in-huise oudit uit te voer aangaande inligting verskaf voor goedkeuring van die aansoek of enige stadium daarna.
2. an application shall be approved for a period of 12 (twelve) months.  
die aansoek sal goedgekeur word vir "n periode van 12 (twaalf) maande.
3. the municipality or its authorized agent may on approval of an application or any time thereafter -  
die munisipaliteit of sy gemagtigde agent mag by goedkeuring van die aansoek of enige stadium daarna-  
(a) install a pre-paid electricity/water meter for the indigent customer and  
installeer "n voorafbetaalde elektrisiteit/water meter vir die hulpbehoewende verbruiker; en  
(b) limit the electricity/water supply services of an indigent customer to the maximum subsidized level of basic service per month.  
verminder die elektrisiteit/water toevoer diens van "n hulpbehoewende verbruiker tot die hoogste gesubsidieerde perk van basiese dienste per maand.
4. an indigent customer must annually re-apply for registration as an indigent customer, failing which the assistance will cease automatically.  
die hulpbehoewende verbruiker moet jaarliks heraansoek doen vir registrasie as "n hulpbehoewende verbruiker anders sal die hulp outomaties opgeskort word.
- 5 the municipality or its authorized agent gives no guarantee of renewal of indigent subsidy.  
die munisipaliteit of sy goedgekeurde agent gee geen waarborg van hernuwing van hulp subsidie
6. the municipality or its authorized agent may undertake regular random audits to-  
(a) verify the information provided by indigent customers;  
bevestig die inligting verskaf deur die hulpbehoewende verbruikers;  
(b) record any changes in the circumstances of indigent customers; and  
notuleer enige veranderinge in die omstandighede van die hulpbehoewende verbruikers; en  
© make recommendations on the de-registration of the indigent customer.  
maak aanbevelings op die de-registrasie van "n hulpbehoewende verbruiker.
- 7 any customer who provides or provided false information in the application form and/or any other documentation in the connection with the application-  
enige verbruiker wat vals inligting of dokumente verskaf in die aansoek vorm-  
(a) shall automatically, without notice be de-registered as an indigent customer from the date on which the municipality or its authorized agent became aware that such information is false; and  
sal outomaties sonder enige kennisgewing brief ge de-registree word as "n hulpbehoewende verbruiker vanaf die datum wanneer die munisipaliteit of sy goedgekeurde agent bewus geword het van die vals inligting; en  
(b) shall be held liable for the payment of all services received.  
sal verantwoordelik gehou word vir betaling van alle dienste ontvang.
8. an indigent customer must immediately request de-registration by the municipality or its authorized agent if his/her circumstances has changed to the extent that he or she no longer meets the qualifications set out in the municipal policy, by-laws and other relevant laws.  
die hulpbehoewende verbruiker moet onmiddelik aanvra vir de-registrasie aan die munisipaliteit of sy goedgekeurde agent wanneer sy/haar omstandighede sodanig verander het dat hy/sy nie meer aan die vereistes voldoen nie in terme van beleid, by-wette en ander toepaslike wetgewing nie.

.....  
SIGNATURE OF APPLICANT

.....  
SIGNATURE MUNICIPALITY/AUTHORIZED AGENT

.....  
DATE

.....  
DATE

**FOR OFFICE USE ONLY//ALLEEN VIR KANTOORGEBRUIK**

account number  
rekening nommer

date of receipt of application  
ontvangsdatum van aansoek

**verification/bevestiging**

date  
datum

site visit  
perseel besoek

yes/ja  no/nee

surname and initials of verifier  
van en voorletters van kontroleerder

indicate information not verified  
dui aan inligting nie gekontroleer nie

**RECOMMENDATION  
AANBEVELING**

**APPLICATION  
AANSOEK**

approved/goedgekeur

or/of

not approved/nie goedgekeur

.....  
signature of authorized official  
handtekening van gemagdigde amptenaar

.....  
signature of authorized official  
handtekening van gemagdigde amptenaar

date/datum .....

.....

**INXUBA YETHEMBA MUNICIPALITY****CHAPTER 1: DEFINITIONS**

In these regulations, unless the context otherwise indicates:

- "Account"** means any account rendered for municipal services provided
- "Actual consumption"** means the measured consumption of any customer
- "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 municipal council
- "Approved"** means approved by the municipality or its authorized agent in writing
- "Area of supply"** means any area within or partly within the area of jurisdiction of the municipality to which municipal services are provided
- "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 by-laws and / or

- (b) any person to whom the municipality has delegated the performance of certain rights, duties and obligations in respect of providing revenue management services; and/or
- (c) any person appointed by the municipality in terms of a written contract as a service provider to provide revenue management services on its behalf, to the extent authorized in such contract
- “Average consumption”** means the estimated average consumption of a customer of a municipal service during a specific period, which consumption is calculated by dividing the total measured consumption of that municipal service by that customer-
- (a) during the preceding three months by three or
- (b) during the corresponding period in the previous year by three
- or
- (c) during the following three months by three
- “Connection”** means the point at which a customer gains access to municipal services
- “Customer”** means a person with whom the municipality or its authorized agent has concluded an agreement for the provision of municipal service's
- “Household”** means a traditional family unit consisting of a maximum of eight persons

- "Measuring device"** means any method, procedures, process or device, apparatus, installation that enables the quantity of water and electricity services provided to be quantified
- "Municipality"** means-
- (a) the Inxuba Yethemba Municipality or its successors-in-title or
  - (b) the Municipal Manager in respect of the performance of any action or exercise of any right, duty, obligation or function in terms of these by-laws
  - (c) an authorized agent of Inxuba Yethemba Municipality
- "Municipal Manager"** means the person appointed by the Municipal Council and includes any person that is acting in such position and to whom the Municipal Manager has delegated a power, function or duty in respect of such a delegated power, function or duty
- "Municipal Services"** means services provided by the Municipality or its authorized agent, and shall include refuse removal, water supply, sanitation, electricity services, rates and taxes
- "Occupier"** means any person in actual occupation of the land or premises without regard to the title under which he or she occupies, and in the case of premises subdivided and let to lodgers or various tenants, shall include the person receiving the rent payable by

the 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 premises
- (b) in case where the person in whom the legal title to premises 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

**"Working day"**

means a day other than a Saturday, Sunday or public holiday

## INXUBA YETHEMBA MUNICIPALITY

CHAPTER 2: PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS OTHER THAN  
INDIGENT CUSTOMERS

## CHAPTER 2.1: APPLICATION FOR MUNICIPAL SERVICES

## 1. APPLICATION FOR SERVICES

- 1.1 A customer wanting to qualify as an indigent customer must apply for services as set out in chapter 4 of this document.
- 1.2 No person shall be entitled access to municipal services unless application has been made and approved by the municipality or its authorized agent on the prescribed form attached as Annexure A to these by-laws.
- 1.3 If at the commencement of these by-laws or at any other time, municipal services are provided and received and no written agreement exists in respect of such services, it shall be deemed that-
  - (a) an agreement in terms of sub-section 1.7 exists; and

- (b) the level of services provided to that customer are the level of the services as understood by the Municipality until such time as the customer enters into an agreement in terms of sub-section 1.2
- 1.4 The Municipality or its authorized agent must on application for the provision of municipal services inform the applicant of the then available levels of services and the then applicable tariffs and or charges associated with each level of service.
- 1.5 The Municipality or its authorized agent is only obliged to provide a specific level of service requested if the service is currently being provided and if the municipality or authorized agent has the resources and capacity to provide such level of service.
- 1.6 A customer may at any time apply to alter the level of services elected in terms of the agreement entered into, provided that such requested level of service is available and that any costs and expenditure associated with altering the level of service is paid by the customer.
- 1.7 An application for services submitted by a customer and approved by the municipality or its authorized agent shall constitute an agreement between the Municipality or its authorized agent and the customer. Such agreement shall take effect on the date referred to or stipulated in such agreement.
- 1.8 In completing an application form for municipal services the municipality or its authorized 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.

1.9 In the case of illiterate persons the municipality or its authorized agent must take reasonable steps to ensure that the person is aware of and understands the contents of the application form and shall assist in the completion of such form.

1.10 Municipal services rendered to a customer are subject to the provisions of these by-laws, any applicable by-laws and the conditions contained in the agreement.

1.11 If the Municipality or its authorized agent-

- (a) refuses 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 a level of service on the date requested for such provision to commence;
- or
- (c) is unable to render the municipal services or a specific service or level of service,

the municipality or its authorized agent must within reasonable time inform the customer of the situation stating reasons and, if applicable, inform the customer when such municipal services or a specific service or level of service will be available.

## 2. 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 –

- (a) within the area of supply, if the services applied for necessitates the imposition of conditions not contained in the prescribed form of these by-laws;
- (b) receiving subsidized services;
- (c) if the premises to receive such services is situated outside the area of supply, provided that the municipality has jurisdiction over the premises and that there is no objection to such special agreement.

### 3. 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 within a period of not more than seven (7) days of such change and to enter into a new agreement with the municipality or its authorized agent.

### 4. PROPERTY DEVELOPMENTS

- 4.1 A property developer must, before the installation of infrastructure for the provision of municipal services, inform the municipality or its authorized agent, in writing of the details of all municipal services that may be provided through the infrastructure and the details of all measuring devices that are to be installed.
- 4.2 A property developer that fails to comply with the provisions of sub-section 4.1 shall be liable for the payment of all estimated applicable charges that would have been payable by customers in respect of municipal services provided as if the details thereof was known by the municipality or its authorized agent.

**CHAPTER 2.2: APPLICABLE CHARGES****5. MUNICIPAL SERVICES**

5.1 All applicable charges payable 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 municipal council in accordance with-

- (a) its rates and tariff policy
- (b) any by-laws in respect thereof, and/or
- (c) 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 services, quantities of services, infrastructure requirements and geographic areas.

**6. AVAILABILITY CHARGES**

The Municipality may in addition to the tariffs or charges prescribed for municipal services actually provided, levy a monthly/yearly fixed charge or a once-off fixed charge where municipal services are available, whether or not such services are used or not.

## 7. SUBSIDIZED SERVICES

- 7.1 The Municipality may from time to time and in accordance with national policy/guidelines implement subsidies for a basic level of municipal service by public notice but subject to principles of sustainability and affordability.
- 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 sub-section 7.1 must contain at least the following details applicable to a specific subsidy-
- (a) the household customers that 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 (level of subsidies)
  - (e) the method of implementing the subsidy; and
  - (f) any special terms and conditions that 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 than the unused portion may not be accrued by the customer and will not entitle the customer to a cash refund or rebate towards such 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 sub-section 7.1 may at any time, after reasonable notice, be withdrawn or altered in the sole discretion of the Municipality.
- 7.6 Commercial customers will not qualify for subsidized services.
- 7.7 Subsidised services shall be funded from the portion of revenue, raised nationally that is allocated to the municipality and if such funding is insufficient, then 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 recover any additional costs incurred in respect of implementing any action in terms of these by-laws against the account of the customer, including but not limited to-

- (a) all legal costs, including attorney and own client costs incurred in the recovery of amounts in arrears shall be for the account of the customer and/or
- (b) the average costs incurred relating to any action taken in demanding payment from the customer or reminding the customer by means of telephone telefax e-mail letter or otherwise.
- (c) the time cost of municipal employees relating to recovery of costs and fees will be calculated or estimated and charged to the customer.

**CHAPTER 2.3: PAYMENTS****9. PAYMENT OF DEPOSIT**

- 9.1 The Municipal Council may from time to time determine different deposits for different categories of customers, users of services, debtors services and service standards. The deposits must be equal to at least two times the monetary value of the monthly consumption for each service.
- 9.2 A customer must on application for the provision of municipal services and before the municipality or its authorized agent will provide such services, pay the prescribed deposit as calculated in sub section (9.1)
- 9.3 The municipality or its authorized agent may annually review a deposit paid in terms of sub section (9.2) and in accordance with such review-
- (a) require that an additional amount be deposited by the customer where the deposit is less than the most recent deposit determined by the municipal council;
  - or
  - (b) refund to the customer such amount as may be held by the municipality or its authorized agent where the deposit is in excess of the most recent deposit determined by the municipal council.
- 9.4 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 determined by the municipal council.

- 9.5 The deposit shall not be regarded as being a payment or part payment of the arrears.
- 9.6 No interest shall be payable by the municipality or its authorized agent on any deposit held.
- 9.7 The deposit is refundable to the customer on settlement of all arrears and/or termination of the agreement. A deposit shall be forfeited to the municipality if it has not been claimed by the customer within 12 (twelve) months of termination of the agreement.

#### 10. METHOD FOR DETERMINING AMOUNTS DUE AND PAYABLE

- 10.1 The municipality or its authorized agent must in respect of municipal services that can be metered, endeavor to within available financial and human resources meter all customer connections and/or read all metered customer connections on a regular basis, subject to sub-section (10.2).
- 10.2 If a service is not measured, the municipality or its authorized agent may notwithstanding sub-section (10.1), determine the amount due and payable by a customer for municipal services supplied to him/her or it by calculating the-
- (a) the shared consumption, or if not possible,
  - (b) the estimated consumption.
- 10.3 If a service is metered, but it cannot be read due to technical, financial or human resources constrains and the customer is charged for an average consumption the metered consumption will be reflected in the following account to the customer.
- 10.4 Where water supply services are provided through a communal water services work (standpipe), the amount due and payable by customers gaining access to water supply

services through that communal water services work, must be based on the shared or estimated consumption of water supplied to that water services work.

10.5 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 metered customer connections within a determined area, the municipal council may determine a basic tariff (flat rate) to be paid by all the customers within that area, irrespective of actual consumption.

10.6 The municipality or its authorized agent must inform customers of the method for determining amounts due and payable for municipal services provided that will apply in respect of their consumption in such supply zones.

## 11 PAYMENT FOR MUNICIPAL SERVICES PROVIDED

11.1 A customer shall be responsible for payment of all municipal services consumed or used 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 for which it is provided by the municipality or its authorized agent in terms of an agreement and as a consequence is charged at a charge lower than the applicable charge, then the municipality or its authorized agent may make an adjustment of the amount charged and recover the balance from the customer.

11.3 In the event of a consumer specifying in writing how the payment is to be allocated, the said payment will be allocated as stipulated. Failure in specifying such allocation in

writing, such payments will be allocated to the oldest outstanding amount in the following order:-

- (a) sundry service charges
- (b) sewerage services/charges
- (c) refuse services/charges
- (d) property rate services/charges
- (e) water services/charges
- (f) electricity services/charges

## **12. FULL AND FINAL SETTLEMENT OF AN AMOUNT**

12.1 Where an account is not settled in full, any lesser amount tendered to and accepted shall not be deemed to be in final settlement of such an account.

12.2 Sub-section (12.1) shall prevail notwithstanding the fact that such lesser payment was tendered and/or accepted in full and final settlement, unless the municipality made such acceptance in writing.

## **13. RESPONSIBILITY FOR AMOUNTS DUE AND PAYABLE**

Notwithstanding the provisions of any other section of these by-laws, the owner of the property/premises shall be liable for the payment of any amount due and payable to the municipality or its authorized agent where the owner is not the customer, and only after the Municipality has taken reasonable measures to recover any amounts due and payable from the tenant and/or occupier.

**14. DISHONERED PAYMENTS**

Where any payment made to the municipality or its authorized agent by a customer is later dishonored by the bank, the municipality or its authorized agent-

- (a) will recover the bank charges incurred relating to the dishonored transaction against the account of the customer; and
- (b) shall regard such an event as default on payment.

**15. INCENTIVE SCHEMES**

The municipal council may institute incentive schemes to encourage prompt payment and to reward customers that pay accounts on regular and timeous basis.

**16. PAY-POINTS AND APPROVED AGENTS**

- 16.1 A customer must pay his/her or its account at pay-points specified by the municipality from time to time.
- 16.2 The municipality must inform customers of the location of specific pay-points and approved agents for payment of accounts.

**CHAPTER 2.4: ACCOUNTS****17. ACCOUNTS**

- 17.1 Accounts will be rendered monthly to customers at the address last recorded with the municipality or its authorized agent. The customer may receive more than one account for different municipal services if they are accounted for separately. Any deviation from the above must be approved by council.
- 17.2 Failure to receive or accept an account does not relieve a customer of the obligation to pay the amount due and payable.
- 17.3 The municipality or its authorized agent must issue a duplicate account to a customer on request.
- 17.4 Accounts must be paid not later than the last date for payment specified in such an account which date will not be more than seven (7) days after the date of the account.
- 17.5 Accounts will reflect at least-
- \* the service rendered
  - \* the consumption of metered services or average, shared or estimated consumption
  - \* the period addressed in the account
  - \* the applicable charges
  - \* the amount due (excluding value added tax payable)
  - \* value added tax
  - \* adjustments, if any
  - \* arrears, if any
  - \* the interest payable on arrears, if any

- \* the final date for payment and
- Accounts will state that –
- \* the customer may conclude an agreement with the municipality or its authorized agent for payment of any arrear amount in installments at the municipality or its authorized agent's offices before the final date for payment, if a customer is unable to pay the full amount due and payable;
  - \* if no such agreement is entered into, the municipality or its authorized agent will enforce the debt and credit control policy.

## CHAPTER 2.5: QUERIES, COMPLAINTS AND APPEALS

### 18. ACCOUNT QUERIES OR COMPLAINTS

- 18.1 A customer may lodge a query or complaint in respect of the accuracy of an amount due and payable in respect of a specific municipal service as reflected on the account rendered.
- 18.2 A query or complaint must be lodged with the municipality or its authorized agent in writing through the administrative channels on or before the due date of the account.
- 18.3 An authorized agent must assist such a customer in lodging his or her query or complaint in writing and must take reasonable steps to ensure that the query or complaint is reflected correctly.
- 18.4 A query or complaint must be accompanied by the payment of at least the total amount, excluding the amount in respect of which a query or complaint is lodged due and payable in respect of the account.

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

18.6 The municipality or authorized agent-

- (a) shall investigate or cause the query or complaint to be investigated within 20 (twenty) working days after the query or complaint was registered;  
and
- (b) inform the customer in writing of its findings within 23 (twenty three) days after the query or complaint was registered.
- (c) inform the customer if the time in 18.6 (b) cannot be met with reasons.

**19. APPEALS AGAINST FINDING OF MUNICIPALITY OR ITS AUTHORIZED AGENT IN RESPECT OF QUERIES OR COMPLAINTS**

19.1 A customer may appeal against a finding of the municipality or its authorized agent in terms of section 18 in writing.

19.2 An appeal in terms of sub-section (19.1) must be made in writing and lodged with the municipal manager of the municipality within 21 (twenty one) days after the customer became aware of the findings referred to in section 18 and must-

- (a) set out the reasons for the appeal; and
- (b) be accompanied by relevant documentation and the amount determined as per Section 19 (8) for the testing of a measuring device, if applicable.

- 19.3 The municipality may on appeal by a customer request such a customer to pay an average cost calculated over a period of three months in respect of the amount appealed against.
- 19.4 The customer is liable for all other amounts other than that appealed against which may fall due and payable during the adjudication of the appeal.
- 19.5 An appeal must be finalized by the municipality within 21 (twenty one) days after an appeal was lodged and the customer be informed of the outcome in writing within three (3) working days.
- 19.6 The decision of the municipality is final and the customer must pay any amounts due and payable in terms of the decision within seven (7) seven days of being informed of the outcome of the appeal.
- 19.7 The municipality may condone the late lodging of appeals upon good reasons provided by the Customer.
- 19.8 If it is alleged in an appeal that a measuring device is inaccurate, the device must be subjected to a standard industry test to establish its accuracy. The customer must be informed of possible cost implications including the estimated amount of such test prior to such test being undertaken which estimated costs is payable by the Customer in advance.

- 19.9 If the outcome of any test shows that a measuring device is-
- (a) within a prescribed range of accuracy, the customer will be liable for the costs of such test and any other amounts outstanding. Such costs will be debited against the customers account.
  - (b) outside a prescribed range of accuracy, the municipality or its authorized agent will be liable for the costs of such test and the customer be informed of the amount of any credit to which he, she or it is entitled.
- 19.10 The amounts referred to in Section 19(2) (b), if applicable, and Section 19(3) may be-
- (a) retained by the municipality or its authorized agent if the measuring device is found not to be defective; or
  - (b) refunded to the applicant if the measuring device is found in terms of those Section 19 to be defective.
- 19.11 In addition to Sections 19(9) and 19(10) the municipality or its authorized agent must if the measuring device is found to be defective-
- (a) Repair the measuring device or install another device which is in good working order, without charge to the customer, unless the costs thereof are recoverable from the customer in terms of these or any other bylaws of the municipality; and
  - (d) Determine the quantity of municipal services for which the customer will be charged in lieu of the quantity measured by the defective measuring device by taking as basis for such determination, and as the municipality or its authorized agent may decide-
- The quantity representing the average monthly consumption of the customer during the three months preceding the month in respect of which the measurement is disputed and adjusting such quantity in accordance with the degree of error found in the reading of the defective meter or measuring device;

- The average consumption of the customer during the succeeding three metered periods after the defective meter or measuring device has been repaired or replaced; or
- The consumption of services on the premises recorded for the corresponding period in the previous year.

## CHAPTER 2.6: ARREARS

### 20. ARREARS

- 20.1 If a customer fails to pay an account on or before the due date, a final demand notice may be hand delivered or sent per registered mail to the most recent recorded address of the customer.
- 20.2 Failure to deliver or send a final demand notice do not relieve a customer from paying the arrears.

### 21. CONSOLIDATE ARREARS

If one account is rendered for more than one municipal service provided all arrears due and payable by a customer constitutes a consolidated debt, and any payment made by a customer of an amount less than the total amount due, will be allocated in reduction of the consolidated debt in the following order-

- (a) towards costs incurred in taking relevant action to collect amounts due and payable
- (b) towards payment of arrears including interest.
- (c) towards payment of the current account.

**22. INTEREST**

Interest will be levied on arrears at a rate prescribed by the municipal council from time to time.

**23. FINAL DEMAND NOTICE**

23.1 The final demand notice must contain the following statements-

- (a) the amount in arrears, and any interest payable within 7 (Seven) days of date of the demand;
- (b) that the customer may conclude an agreement with the municipality or its authorized agent for payment of the arrears in installments within 7 (seven) days of the date of the final demand notice;
- (c) that if no such agreement is entered into or the outstanding amount be settled in full within the stated period then-
  - the electricity services will be disconnected; and/or
  - the water supply services will be minimized or disconnected
- (d) that legal action will be instituted against any customer for the recovery of any arrear amounts;
- (e) that where prepaid electricity and or water meters are installed the sale of prepaid electricity and or water will be restricted to only 50% of the amount tendered and the balance credited against any arrear amounts.

23.2 The final demand notice need not to be physically signed by an official of the Municipality.

**24. LIMITATION OR DISCONNECTION OF MUNICIPAL SERVICES**

24.1 The municipality or its authorized agent may within 7 (seven) days after the expiry of the 7 (seven) day period allowed for payments in terms of the final demand notice-

- (a) disconnect the provision of electricity services to the defaulter; or
- (b) disconnect water supply services in the event that-
  - no electricity services are provided by the municipality or its authorized agent; or
  - the arrears amount exceeds the amount payable in respect of electricity services.

24.2 Where the services were discontinued and or limited, those service(s) will not be restored until-

- (a) the customer has paid the total amount outstanding in full;
- (b) the customer has paid the inflated deposit in terms of section 3 in full; or
- (c) the customer has entered into an agreement for the payment of arrears in installments in terms of Section 7.

24.3 The municipality or its authorized agent may hand deliver or send per mail to the most recorded address of the customer a disconnection of electricity an/or water supply services notice.

24.4 Failure to deliver or send a disconnection notice does not relieve a customer from paying such arrears.

24.5 The cost associated with the limitation or disconnection of municipal services shall be for the cost of the customer and shall be included in the account for full settlement before such service(s) be reconnected.

24.6 In the event that a consumer again falls in arrears, the municipality or its authorized agent will not be obliged to give such consumer the statutory final demand notice for the discontinuation or limitation of municipal services.

## 25. ACCOUNTS 30 (THIRTY) DAYS IN ARREARS

25.1 Where an account rendered to a customer remains outstanding for more than 30 (thirty) days the municipality or its authorized agent may-

- (a) instituted legal action against a customer for the recovery of the arrears;
- or
- (b) hand the customers account over to a debt collector or an attorney for collection.

25.2 A customer will be liable for any administration fees, costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit.

## 26. GENERAL

26.1 No action taken in terms of this section due to non-payment will be suspended or withdrawn unless the arrears, any interest thereon administration fees and any other additional charges are paid in full.

26.2 The municipality or its authorized agent will not be liable for any loss or damage suffered by a customer due to his, her or its electricity and/or water services being disconnect or limited.

**CHAPTER 2.7 AGREEMENTS FOR THE PAYMENT OF ARREARS IN  
INSTALMENT**

**27. AGREEMENTS**

- 27.1 An agreement for the payment of arrears in installments may be entered into by the Customer with the Municipality and which agreement must include an acknowledgement of debt, a consent to judgment and a consent to an emoluments attachment order.
- 27.2 Only customers with positive proof of identity or persons duly authorized as a legal representative by a customer will be allowed to enter into an agreement for the payment of arrears in installments.
- 27.3 No customer will be allowed to enter into an agreement for the payment of arrears in installments where that customer had failed to honor a previous agreement for the payment of arrears in installments.

**28. ADDITIONAL COST, PARTIAL SETTLEMENT AND INSTALMENTS**

- 28.1 The costs associated with entering into agreements for the payment of arrears in installments and the limitation of the municipal services in accordance with Section 24 shall be included in the arrears amount and be payable by the customer.
- 28.2 In the event that a customer proves to the municipality or its authorized agent that he/she or it is unable to pay the amount referred to in Section 28(1) on entering such agreement, the Municipality or it's authorized agent may-
- (a) extend the payment thereof to the end of the month in which the customer enters into such an agreement; or
  - (b) include it in the amount payable in terms of the agreement after taking into account the following factors-

- the credit record of the customer;
- the arrears amount
- the level of consumption of municipal services;
- the level of service provided to the customer;
- any other relevant factors

28.3 The municipality or its authorized agent shall determine the instalments payable in respect of any arrears amount by taking into account the factors referred to in Section 28(2) and the period for such installments to be paid shall not exceed 18 months.

## 29. DURATION OF AGREEMENTS

29.1 No agreement for the payment of arrears will be for a period of longer than 18 (eighteen) months unless the circumstances referred to in sub-section 29(2) prevail.

29.2 The municipality can allow a longer period than 18 (eighteen) months but not longer than 36 (thirty six) months for the payment of arrears, if special circumstances prevail that in the opinion of the municipality warrants such an extension and which the customer reasonably could not prevent or avoid. The customer must furnish documentary proof of such special circumstances to the Municipality.

29.3 The municipality in exercising its discretion under sub-section (29.2) will take into account the following:

- (a) credit record
- (b) consumption
- (c) income level
- (d) level of service

- (e) previous breaches of agreements for the payment of arrears in installments;
- (f) any other relevant factors

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

### 30. FAILURE TO HONOR AGREEMENTS

If a customer fails to comply with an agreement for the payment of arrears in installments, the total of all outstanding amounts will immediately be due and payable without further notice or correspondence to the Customer and the municipality or its authorized agent may-

- (a) disconnect the electricity and/or water supply services provided to the customer
- (b) institute legal action for the recovery of the arrears
- (c) hand the customer's account over to a debt collector or an attorney for collection.

### 31 RE-CONNECTION OF SERVICES

31.1 An agreement for payment of the arrears in installments entered into as a result of electricity and/or water disconnected or limited will not be restored until-

- (a) the agreement for the payment of arrears be finalized and approved by the municipality in terms of the relevant section(s)
- (b) inflating the deposit in terms of section 3.

**CHAPTER 3 ASSESSMENT RATES****32. AMOUNT DUE FOR ASSESSMENT RATES**

- 32.1 The provisions of Section 8 shall apply mutatis mutandis in respect of the recovery of assessment rates.
- 32.2 All assessment rates due by owners are payable by a fixed date as determined by the municipality and or applicable legislation.
- 32.3 Joint owners of property shall be jointly and severally liable for payment of assessment rates.
- 32.4 Assessment rates may be levied as an annual single amount or in equal monthly installments.
- 32.5 Payment of assessment rates may not be deferred beyond the fixed date by reason of an objection to the valuation roll.

**33. CLAIM ON RENTAL FOR ASSESSMENT RATES IN ARREARS**

The municipality or its authorized agent may apply to Court for the attachment of any rent due in respect of rateable property to cover in part or in full any outstanding amount in respect of assessment rates for a period longer than three months after the fixed date.

**34. DISPOSAL OF MUNICIPALITY'S PROPERTY AND PAYMENT OF ASSESSMENT RATES**

34.1 The purchaser of municipal property is pro rata liable for the payment of assessment rates on the property as from the date of registration of transfer of the property in the name of the purchaser in respect of the financial year in which the purchaser becomes the registered owner.

34.2 In the event that the municipality repossesses the property, any outstanding and due amount in respect of assessment rates shall be recovered from the purchaser.

**35. ASSESSMENT RATES PAYABLE ON MUNICIPAL PROPERTY**

35.1 The lessee of municipal property is responsible for payment of any general assessment rates payable on the property for the duration of the lease as if the lessee is the owner of such property.

35.2 The municipality or its authorized agent may elect to include the assessment rates in respect of municipal property in the rent payable by the lessee instead of billing it separately as in the case of owners of properties.

**CHAPTER 4: PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS****36. QUALIFICATION FOR REGISTRATION**

Indigents are defined as those who, due to a number of factors, are unable to make monetary contributions towards basic services, no matter how small the amounts seem to be. Any household earning less than the amount stated by the financial and fiscal commission and/or municipal council from time to time qualifies to be registered as indigent. The calculation of household earnings will exclude a Government disability grant and Government child support grant received by any person which forms part of the household.

**37. APPLICATION FOR REGISTRATION**

- 37.1 A household wishing to qualify as an indigent customer must complete the application form entitled "*application for registration as indigent customer*" attached as annexure B to these by-laws.
- 37.2 Any application in terms of sub-section (37.1) must be accompanied by-
- (a) documentary proof of income such as a letter from the customers employer, salary advice, pension card, unemployment fund card, affidavit declaring unemployment or income;
  - (b) customer's latest municipal account in his/her possession
  - (c) a certified copy of the customer's identity document
  - (d) the names and identity numbers of all occupants over the age of 18 years who are resident at the property.
- 37.3 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 are true and correct.

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

### 38. APPROVAL OF APPLICATION

38.1 The municipality or its authorized agent may send an authorized representative to the premises or household applying for registration as an indigent customer to conduct an on-site audit of information provided prior to the approval of such an application.

38.2 An application received in accordance with section 27 shall be considered by the municipality or its authorized agent and the applicant shall be advised in writing within reasonable time of receipt of such complete application by the municipality or its authorized agent as to whether or not the application is approved. If it is not approved, the applicant shall be given reasons therefore.

38.3 The provisions of chapter 2 section 5 shall mutatis mutandis apply in respect of a customer that feels aggrieved by a decision of the municipality or its authorized agent in terms of Section 38(2).

38.4 An application so approved shall be valid and effective for a period of 12 (twelve) months only.

### 39. CONDITIONS

The municipality or its authorized agent may, on approval of an application or any time thereafter-

- (a) install a pre-payment electricity and/or water meter for the indigent customer where electricity and/or water is provided by the municipality or its authorized agent; and
- (b) limit the water supply services of an indigent customer to a basic supply of not less than 6 (six) kilolitres per month.
- (c) limit the electricity supply service of an indigent customer to a basic supply of not less than 50 (fifty) kwh per month.

#### **40. ANNUAL APPLICATIONS**

- 40.1 An indigent customer must re-apply annually for registration as an indigent customer, failing which the concession will cease automatically.
- 40.2 The provisions of Sections 36 and 37 shall apply to any application in terms of Section 40(1).
- 40.3 The municipality or its authorized agent does not guarantee the renewal of the concession.

#### **41. SUBSIDIZED SERVICES FOR INDIGENT CUSTOMERS**

- 41.1 The municipal council may annually as part of its budgetary process determine the municipal services and levels thereof that will be subsidized in respect of indigent customers in accordance with national policy, but subject to principles of sustainability and affordability.

41.2 The municipal council will in the determination of municipal services that will be subsidized for indigent customers give preference to subsidizing at least the following services-

- (a) water supply services of 6 (six) kiloliters per household per month;
- (b) sanitation services whichever is the most affordable to the municipality
- (c) refuse removal services to a maximum of one removal per household per week
- (d) water/electricity basic/availability charges if applicable
- (e) electricity of 50 (fifty) kwh per household per month

41.3 Any other municipal services rendered by the municipality or municipal services consumed in excess of the levels or quantities determined in sub-section 41.1 shall be charged for and the indigent customer shall be liable for the payment of such charges levied on the excess consumption.

41.4 The provisions of chapter 2 shall mutatis mutandis apply to the amounts due and payable in terms of Section 41(3) and no subsidies allocated will be credited for actual municipal services provided.

41.5 If the actual consumption of Municipal services is less than the determined subsidy as per Section 41(1), the indigent customer shall forfeit the balance of that subsidy.

## 42. FUNDING FOR SUBSIDIZED SERVICES

The subsidized services referred to in section 41 shall be funded from the portion of revenue raised nationally that is allocated to the municipality and if such funding is insufficient, then the services may be funded from revenue raised through rates, fees and charges levied in respect of municipal services rendered.

#### **43. EXISTING ARREARS OF INDIGENT CUSTOMERS ON APPROVAL OF APPLCIATION**

43.1 Arrears accumulated in respect of the municipal accounts of customers prior to their first registration as indigent customers will be suspended and interest shall not accumulate on such arrears for the period that a customer remains registered as an indigent customer.

43.2 Arrears suspended in terms of Section 43(1) shall become due and payable by the customer and the provisions of chapter 2 shall mutatis mutandis apply to the amounts due and payable on de-registration as an indigent customer in accordance with Section 44.

43.3 In special individual cases the Mayoral Committee in conjunction with the relevant ward Councillor has authority to decide if Section 43(2) should be implemented or not.

#### **44. AUDITS**

The municipality may undertake regular random audits to:

- (a) verify the information provided by the indigent customer;
- (b) record any changes in the circumstances of indigent customers;
- (c) make decisions on the de-registration of the indigent customer and/or
- (d) address other related issues.

**45. DE-REGISTRATION**

45.1 Any customer who provides false information in the application form and/or any other documentation and information in connection with the application-

- (a) shall automatically, without notice be de-registered as an indigent customer from the date on which the municipality or its authorized agent became aware that such information is false; and
- (b) shall be held liable for the payment of all services received in addition to any other legal actions the municipality or its authorized agent may take against such a customer.
- (c) shall never in future be allowed to register as an indigent customer, whatever the circumstances he/she may have to endure in future.

45.2 An indigent customer must immediately request de-registration by the municipality or its authorized agent if his or her circumstances have changed to the extent that he or she no longer meets the qualifications as set out in Section 36.

45.3 An indigent customer shall automatically be de-registered if an application in accordance with Section 40 is not made or if such application is not approved.

45.4 An indigent customer may at any time request de-registration.

**CHAPTER 5 UNAUTHORIZED SERVICES****46. UNAUTHORIZED SERVICES**

46.1 No person may gain access to water/electricity supply services unless it is in terms of an agreement entered into with the municipality for the rendering of those services.

- 46.2 The municipality may without compensation confiscate the property or other instruments through which unauthorized services are provided and/or accessed with.
- 46.3 No person other than the municipality shall effect a connection to infrastructure through which municipal services are provided.
- 46.4 No person shall prevent or restrict physical access to infrastructure through which water/electricity supply services are provided.
- 46.5 If a person contravenes section 46.3 and 46.4 the municipality may-
- (a) by written notice require such person to restore access at his or her own expense within a specified period or
  - (b) If it is in the opinion of the Municipality that the situation is a matter of urgency, restore access without prior notice and recover the costs from such person.

#### 47. ILLEGAL RE-CONNECTION

- 47.1 A person who unlawfully and intentionally or negligently reconnects to services and/or infrastructure after such customer's access to municipal services has been restricted, limited or disconnected, shall immediately be disconnected again.
- 47.2 A person who re-connects as referred to in Section 47(1) shall be liable for the costs associated with any consumption, penalty charges and other actions that may be taken against such a person.

**48. IMMEDIATE DISCONNECTION**

The provision of water and/or electricity supply services may immediately be disconnection if any person

- (a) unlawfully and intentionally or negligently interferes with or obstructs access to infrastructure through which the municipality provides water and/ or electricity supply services;
- (b) fails to provide information or provides false information reasonably requested by the municipality

**CHAPTER 6 : OFFENCES****49. OFFENCES**

Any person who –

- (a) fails to allow access required by the municipality under these by-laws;
- (b) obstructs or hinders the municipality in the exercising of the powers or performance of functions or duties under these by-laws;.
- (c) assists any person in providing false or fraudulent information or assists in willfully concealing information;
- (d) uses, tampers or interferes with municipal equipment, water supply system and reticulation network or consumption of services rendered;
- (e) fails or refuses to give the municipality such information as may reasonably be required for the purpose of exercising the powers of functions under these by-laws;
- (f) gives the municipality false or misleading information, knowing it to be false or misleading;
- (g) unlawfully and intentionally or negligently reconnects to services or unlawfully and intentionally or negligently interferes with infrastructure

through which water supply service are provided, after such person's access to municipal services has been restricted or disconnected;

- (h) contravenes or fails to comply with a provision of these by-laws;
- (i) fails to comply with the terms of a notice served upon him/her in terms of these by-laws

shall be guilty of an offence and liable upon conviction to a fine of R1000 (One thousand rand) or to a period of imprisonment not exceeding 6 (six) months or to both such fine and imprisonment.

## CHAPTER 7: DOCUMENTATION

### 50. SIGNING OF NOTICES AND DOCUMENTS

A notice or document issued by the municipality in terms of these by-laws and signed by a staff member of the municipality or its authorized agent shall be deemed to be duly issued and will on its mere production be accepted by a court as prima facie evidence of that fact.

**51. NOTICES AND DOCUMENTS**

1. A notice or document issued by the municipality in terms of these by-laws shall be deemed to be duly authorized if a staff member of the municipality or an authorized agent signs it.
2. Any notice or other document that is served on an owner, customer or any other person in terms of these by-laws will be 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 village, place of residence, or business or employment in the Republic 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 address or business address 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 for in sub-sections (a) – (c); or
  - (e) if that person's address and agent or representative in the Republic is unknown, when it has been posted in a conspicuous place on the property or premises, if any, to which it relates.
3. When any notice or other document must be 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 it is not necessarily the name of that person.

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 personal delivery of such notice or if such notice is to be delivered per registered post, at 10 o'clock in the forenoon on the fourth day after the postmarked date upon the receipt for registration.

## 52. 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 authorized officer of the municipality or the authorized agent of the municipality; such authority being conferred by resolution of the municipality, written agreement or by a by-law.

## 53. PRIMA FACIE EVIDENCE

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

**CHAPTER 8: GENERAL PROVISIONS****54. RESPONSIBILITY FOR COMPLIANCE WITH THESE BY-LAWS**

The owner of premises is responsible for ensuring compliance with these by-laws in respect of all or any matters relating to any water and/or electricity installation.

**55. POWER OF ENTRY AND INSPECTION**

The municipality may enter and inspect any premises for any purpose in connection with the implementation or enforcement of these by-laws, at all reasonable times, after having giving reasonable written notice to the occupier of the premises of its intention to do so.

**56. AVAILABILITY OF BY-LAWS**

A copy of these by-laws shall be included in the municipalities' Municipal code as required in terms of legislation.

**57. CONFLICT OF LAW**

1. When interpreting any provision of these by-laws, any reasonable interpretation which is consistent with the purpose of these by-laws, must be preferred over any alternative interpretation which is inconsistent with that purpose.
2. If there is any conflict between these by-laws and any other by-laws of the Council, these by-laws will prevail.

**58. TRANSITIONAL ARRANGEMENTS**

1. Installation work authorized by the municipality prior to the commencement date of these by-laws or authorized installation work in progress on such date shall be deemed to have been authorized in terms of these by-laws.
2. The municipality may for a period of 90 days after the commencement of these by-laws authorize installation work in accordance with the by-laws that regulated such work immediately prior to the promulgation of these by-laws.
3. No customer shall be required to comply with these by-laws by altering a water/electricity installation or part thereof which was installed in conformity with any laws applicable immediately prior to the commencement of these by-laws; provided that if, in the opinion of the Municipal Manager, the installation or part thereof is so defective or in such a condition or position as to cause waste or undue consumption of water, pollution of the water supply or a health hazard, the Municipal Manager may by notice require the customer to comply with the provisions of these by-laws.

**59. INDEMNIFICATION FROM LIABILITY**

1. Neither an employee of the municipality nor any person, body, organization or corporation acting on behalf of the municipality, will be liable for any damage arising from any omission or acts done in the course of his or her duties and in good faith.

---

**SHORT TITLE AND COMMENCEMENT**

**T**hese by-laws are called the Credit Control and Debt Collection By-Laws of the Inxuba Yethemba  
**M**unicipality and will commence by notice in the Provincial Gazette.

---