



LIMPOPO PROVINCE  
LIMPOPO PROVINSIE  
XIFUNDZANKULU XA LIMPOPO  
PROFENSE YA LIMPOPO  
VUNDU LA LIMPOPO  
IPHROVINSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu  
Kuranta ya Profense • Gazethe ya Vundu**

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*(E ngwadisitšwe bjalo ka Kuranta)*

*(Yo redzhistariwa sa Nyusiphepha)*

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**Extraordinary**

**Ku katsa na Tigazete to  
Hlawuleka hinkwato**

19 JUNE 2015

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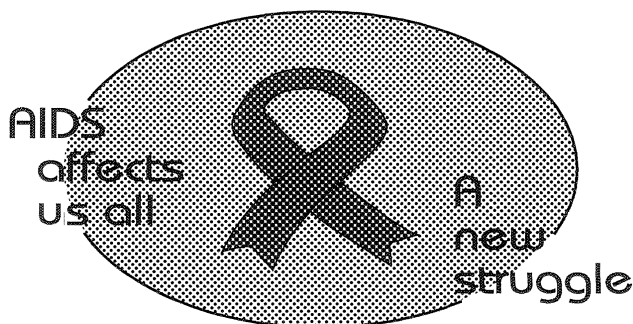
19 FULWI 2015

**No. 2531**

**Buitengewoon**

**Hu tshi katelwa na  
Gazethe dza Nyingo**

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



**Prevention is the cure**

**AIDS  
HELPLINE**

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DEPARTMENT OF HEALTH

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# IMPORTANT *Information* from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.

## **GPW Business Rules**

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1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
  2. Notices can only be submitted in Adobe electronic form format to the email submission address [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
  3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
  4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
  5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
  6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – [www.gpwonline.co.za](http://www.gpwonline.co.za))
  7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za))
  8. All re-submissions by customers will be subject to the above cut-off times.
  9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
  10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

You are therefore advised that effective from **Monday, 18 May 2015** should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number **012- 748 6030** will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za).



**DO** use the new Adobe Forms for your notice request.

These new forms can be found on our website:

[www.gpwonline.co.za](http://www.gpwonline.co.za) under the Gazette Services page.

**DO** attach documents separately in your email to GPW. (In other words, your email should have an Adobe Form plus proof of payment – 2 separate attachments – where notice content is applicable, it should also be a 3<sup>rd</sup> separate attachment)

**DO** specify your requested publication date.

**DO** send us the electronic Adobe form. (There is no need to print and scan it).

**DON'T** submit request as a single PDF containing all other documents, i.e. form, proof of payment & notice content, it will be **FAILED** by our new system.

**DON'T** print and scan the electronic Adobe form.

**DON'T** send queries or RFQ's to the submit.egazette mailbox.

**DON'T** send bad quality documents to GPW. (Check that documents are clear and can be read)

#### Form Completion Rules

**Important!**

No.	Rule Description	Explanation/example
1.	All forms must be completed in the chosen language.	GPW does not take responsibility for translation of notice content.
2.	All forms must be completed in sentence case, i.e. No fields should be completed in all uppercase.	e.g. "The company is called XYZ Production Works"
3.	No single line text fields should end with any punctuation, unless the last word is an abbreviation.	e.g. "Pty Ltd.", e.g. Do not end an address field, company name, etc. with a period (.) comma (,) etc.
4.	Multi line fields should not have additional hard returns at the end of lines or the field itself.	This causes unwanted line breaks in the final output, e.g. <ul style="list-style-type: none"> <li><b>Do not</b> type as: 43 Bloubokrand Street Putsonderwater 1923</li> <li><b>Text should be entered as:</b> 43 Bloubokrand Street, Putsonderwater, 1923</li> </ul>
5.	Grid fields (Used for dates, ID Numbers, Telephone No., etc.)	<ul style="list-style-type: none"> <li>Date fields are verified against format CCYY-MM-DD</li> <li>Time fields are verified against format HH:MM</li> <li>Telephone/Fax Numbers are not verified and allow for any of the following formats limited to 13 characters: including brackets, hyphens, and spaces <ul style="list-style-type: none"> <li>0123679089</li> <li>(012) 3679089</li> <li>(012)367-9089</li> </ul> </li> </ul>
6.	Copy/Paste from other documents/text editors into the text blocks on forms.	<ul style="list-style-type: none"> <li>Avoid using this option as it carries the original formatting, i.e. font type, size, line spacing, etc.</li> <li>Do not include company letterheads, logos, headers, footers, etc. in text block fields.</li> </ul>



No.	Rule Description	Explanation/example
7.	Rich text fields (fields that allow for text formatting)	<ul style="list-style-type: none"> <li>Font type should remain as Arial</li> <li>Font size should remain unchanged at 9pt</li> <li>Line spacing should remain at the default of 1.0</li> <li>The following formatting is allowed: <ul style="list-style-type: none"> <li>Bold</li> <li>Italic</li> <li>Underline</li> <li>Superscript</li> <li>Subscript</li> </ul> </li> <li>Do not use tabs and bullets, or repeated spaces in lieu of tabs and indents</li> <li>Text justification is allowed: <ul style="list-style-type: none"> <li>Left</li> <li>Right</li> <li>Center</li> <li>Full</li> </ul> </li> <li>Do not use additional hard or soft returns at the end of line/paragraphs. The paragraph breaks are automatically applied by the output software <ul style="list-style-type: none"> <li>Allow the text to wrap automatically to the next line only use single hard return to indicate the next paragraph</li> <li>Numbered lists are allowed, but no special formatting is applied. It maintains the standard paragraph styling of the gazette, i.e. first line is indented.</li> </ul> </li> </ul>
	e.g. 1. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. 2. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river.	



You can find the **new electronic Adobe Forms** on the website [www.gpwonline.co.za](http://www.gpwonline.co.za) under the Gazette Services page.

For any **queries or quotations**, please contact the **eGazette Contact Centre** on 012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

## Disclaimer

*Government Printing Works does not accept responsibility for notice requests submitted through the discontinued channels as well as for the quality and accuracy of information, or incorrectly captured information and will not amend information supplied.*

*GPW will not be held responsible for notices not published due to non-compliance and/or late submission.*



**DISCLAIMER:**

Government Printing Works reserves the right to apply the 25% discount to all Legal and Liquor notices that comply with the business rules for notice submissions for publication in gazettes.

National, Provincial, Road Carrier Permits and Tender notices will pay the price as published in the Government Gazettes.

For any information, please contact the eGazette Contact Centre on 012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

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## LOCAL AUTHORITY NOTICE

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### LOCAL AUTHORITY NOTICE 112



### **POLOKWANE LOCAL MUNICIPALITY** **CUSTOMER CARE, CREDIT CONTROL & DEBT** **COLLECTION BY-LAW**

#### **BY-LAW**

To give effect to the implementation of the Polokwane Municipality's Customer Care, Credit Control and Debt Collection Policy and to provide for matters incidental thereto.

#### **PREAMBLE**

WHEREAS the Polokwane Municipality has adopted a Customer Care, Credit Control and Debt Collection Policy  
AND WHEREAS section 98 of the Local Government Systems Act, 2000 (32 of 2000), requires a municipal council to adopt bylaws to give effect to the municipality's credit control and debt collection policy;  
BE IT THEREFORE ENACTED by the Council of Polokwane Municipality under the powers conferred to it by Section 156(2) of the Constitution of the Republic of South Africa, 1996, as follows:-

#### **1. DEFINITIONS**

In this By-law any word or expression to which a meaning has been assigned in the Act, shall bear the same meaning in these bylaws, and unless the context indicated otherwise-

**“Act”** means the Local Government Municipal Systems Act, 2000 (Act 32 of 2000), as amended from time to time;

**“Council”** means the Council of the Polokwane Municipality; and

**“Rate or rates”** means a rate on property and or services as approved by the Council.

## 2. OBJECTIVE OF THE BY-LAW

The objective of this bylaw is to-

- i. Ensure that all monies due and payable to the Council are collected;
- ii. Provide for customer management, credit control procedures and mechanisms and debt collection procedures and mechanisms;
- iii. Provide for indigents in a way that is consistent with rates and tariff policies and any national policy on indigents;
- iv. Provide for extension of time for payment of accounts;
- v. Provide for charging of interest on arrears, where appropriate;
- vi. Provide for termination of services or the restriction of the provision of services when payments are in arrears;
- vii. Provide for matters relating to unauthorized consumption of services, theft and damages.

## 3. APPLICATION OF BY-LAW

This bylaw shall only apply to money due and payable to the Council and council entity in respect of which the municipality is the parent municipality for-

- a. Assessment rates and taxes levied on property.
- b. Fees, surcharges on fees, charges on tariffs in respect of municipal services, including -
  - i. Provision of water;
  - ii. Refuse removal;
  - iii. Sewerage;
  - iv. Removal and purification of sewerage;
  - v. Electricity consumption;
  - vi. Municipal services provided through prepaid meters;
  - vii. All other related costs for services rendered in terms of property;
  - viii. Interest which has accrued or will accrue in respect of money due and payable to the Council;
  - ix. Collection charges in those cases where the Council is responsible for
    - (aa) the rendering of municipal accounts in respect of any one or more of the municipal services;

- (bb) the recovery of amounts due and payable in respect thereof, irrespective whether the municipal services, or any of them, are provided by the Council itself or by a service utility with which it has concluded a service provider agreement to provide a service to the municipality's behalf.

**4. SHORT TITLE AND COMMENCEMENT**

This By-law is the Customer Care, Credit Control and Debt Collection By-law, and takes effect on date of publication thereof.

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## 1. DEFINITIONS

For the purpose of this bylaw, unless the context indicates otherwise, any word or expression to which a meaning has been attached in the Act shall bear the same meaning and means:-

<b>Act</b>	The Local Government Act: Systems Act 2000 (Act No. 32 of 2000) as amended from time to time.
<b>Authorised Representative</b>	The person or instance legally appointed by the Council to act or to fulfill a duty on its behalf.
<b>basic service</b>	The amount or level of any municipal service that is necessary to ensure an acceptable and reasonable quality of life and which, if not provided, would endanger public health or safety of the environment and for the purposes of this Bylaw are restricted to the delivery of electricity, refuse, sewerage and water services.
<b>Chief Financial Officer</b>	an officer of the municipality appointed as the Head of the Finance Department (Budget and Treasury) and includes any person:- a) acting in such position; and b) to whom the Chief Financial Officer has delegated a power, function or duty in respect of such a delegated power, function or duty.
<b>Child-headed household</b>	A household where all the applicants of a residential property are younger than 18 years old, i.e. a child-headed household is a household consisting only of children.
<b>Council or Municipal Council</b>	A municipal council referred to in section 18 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) and for purposes of this bylaw, the municipal council of the Municipality of Polokwane.
<b>Credit Control and Debt Collection</b>	The functions relating to the collection of any monies due and payable to the Municipality.
<b>Closely connected person</b>	any immediate relative of the person namely spouse, child, parent, parent-in-law, life partner.
<b>Customer</b>	Any occupier of any property to which the Municipality has agreed to supply services or already supplies services to, or if there is no occupier, then the owner of the property (including registered indigent households).

<b>defaulter</b>	a person who owes money to the Municipality in respect of a municipal account after the due date for payment has expired.
<b>Director</b>	the person in charge of the civil and / or electrical component(s) of the Municipality and includes any person:- a) acting in such position; and b) to whom the Director has delegated a power, function or duty in respect of such a delegated power, function or duty.
<b>Equipment</b>	a building, structure, pipe, pump, wiring, cable, meter, machine or any fittings.
<b>Household</b>	all persons who are jointly living on a stand or site on a permanent basis and who receives electricity and / or water from one meter, regardless whether the person rents or owns the property.
<b>Indigent</b>	a household which is not financially capable of paying for the delivery of basic services and meeting the criteria determined by Council from time to time – this also includes poor households.
<b>Interest</b>	a levy with the same legal priority as service fees and calculated on all amounts in arrears in respect of assessment rates and service levies or any other sundry services or surcharge at a standard rate as approved by Council from time to time.
<b>Municipality</b>	Means Polokwane Municipality established in terms of the Local Government Structures Act.
<b>Municipal Account or Billing</b>	a) the proper and formal notification by means of a statement of account, to persons liable for monies levied and indicating the net accumulated balance of the account, specifying charges levied by the Municipality, or any unauthorised and contracted service provider, in the format of, but not limited to:- show the levies for Property rates and services
	b) monthly account rendered monthly and shows the levies for Property rates and / or building clause, availability charge, sewerage, refuse removal, electricity, water, sundries, housing rentals and instalments, as well as the monthly instalment for annual services paid monthly.

<b>Municipal Manager</b>	<p>The accounting officer appointed in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) and being the head of administration and accounting officer in terms of section 55 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) and includes any person:-</p> <ul style="list-style-type: none"> <li>a) acting in such position; and</li> <li>b) to whom the Municipal Manager has delegated a power, function or duty in respect of such a delegated power, function or duty.</li> </ul>
<b>Municipal Services</b>	<p>Those services provided by the Municipality such as, amongst others the supply of water and electricity, refuse removal, sewerage treatment, and for which payment is required by the Municipality or not.</p>
<b>occupier</b>	<p>Any person who occupies any property or part thereof, without any regard to the title under which he / she so occupies the property.</p>
<b>Owner</b>	<ul style="list-style-type: none"> <li>a) the person in whom the legal title to the property is vested;</li> <li>b) a person mentioned below may for the purposes of this Bylaw be regarded by a municipality as the owner of a property in the following cases: <ul style="list-style-type: none"> <li>(i) A trustee, in the case of a property in a trust excluding state trust land;</li> <li>(ii) An executor or administrator, in the case of a property in a deceased estate; a trustee or liquidator, in the case of a property in an insolvent estate or in liquidation</li> <li>(iii) a judicial manager, in the case of a property in the estate of a person under judicial management;</li> <li>(iv) a curator, in the case of a property in the estate of a person under curatorship;</li> </ul> </li> </ul>

Owner	<ul style="list-style-type: none"> <li>(v) a person in whose name a usufruct or other personal servitude is registered, in the case of a property that is subject to a usufruct or other personal servitude;</li> <li>(vi) a lessee, in the case of a property that is registered in the name of a municipality and is leased by it; or</li> <li>(vii) a buyer, in the case of a property that was sold by a municipality and of which possession was given to the buyer pending registration of ownership in the name of the buyer;</li> <li>(viii) Owner in terms of Municipal Property Rates Act.</li> <li>c) in the case where the Council is unable to determine the identity of such person; the person who is entitled to the benefit of such property or any building thereon;</li> <li>d) in the case of a property for which a lease agreement of 30 years or more has been entered into, the lessee thereof;</li> <li>e) regarding:- <ul style="list-style-type: none"> <li>(i) a portion of land delineated on a sectional title plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), and without restricting the above-mentioned stipulations, the developed or body corporate of the communal property; or</li> <li>(ii) a portion as defined in the Sectional Titles Act, the person in whose name that portion is registered under a sectional title deed, including the legally appointed representative of such person;</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>f) any legal entity, including but not limited to:- <ul style="list-style-type: none"> <li>(i) a company registered in terms of the Companies Act, 1973 (Act No. 61 of 1973), a trust inter vivos, trust mortis causa, a closed corporation registered in terms of the Closed Corporations Act, 1984 (Act No. 69 of 1984), and any voluntary organisation.</li> <li>(ii) any local, provincial or national government;</li> <li>(iii) any council, board or entity established in terms of any legislation applicable to the Republic of South Africa; and</li> <li>(iv) Any embassy or other foreign entity.</li> </ul> </li> </ul>

		<p>g) in the case of property owned by the Council and which has been alienated, but which has not been transferred to the person to whom it has been alienated, such person from the date of the alienation concerned; and</p> <p>h) in the case of property owned by or under the control or management of the Council while held under a lease or any express or tacit extension thereof or under any other contract or under a servitude or right analogous thereto, the person so holding the right to the immovable property.</p>
<b>Premises Property</b>	<b>or</b>	<p>any portion of land, the external surface boundaries of which are delineated on:-</p> <p>a) A general plan or diagram registered in terms of the Land Survey Act, 1927 (Act No. 9 of 1927) or in terms of the Deeds Registry Act, 1937 (Act No. 47 of 1937); or</p> <p>b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986);</p> <p>This is situated within the area of jurisdiction of the Municipality.</p>

## 2. GENERAL OBJECTIVES:

The objectives of this by-law are to:-

- 2.1 Provide a framework within which the Municipality can exercise its executive and legislative authority with regard to credit control and debt collection;
- 2.2 Ensure that all monies due and payable to the Municipality are levied and collected in a financially sustainable manner;
- 2.3 Provide a framework for customer care and indigent support;
- 2.4 Describe credit control measures and sequence of events;
- 2.5 Outline debt collection and credit control procedures and mechanisms; and
- 2.6 Set realistic targets for credit control and debt collection.

## 3. PRINCIPLES:

- 3.1 The administrative integrity of the Municipality must be maintained at all costs. The democratically elected councillors are responsible for making of bylaw, while it is the responsibility of the Municipal Manager to ensure the execution of these policies.

- 3.2 All new customers must complete an official application form, formally requesting the Municipality to connect them to service supply lines. Existing customers may be required to complete new application forms from time to time, as determined by the Municipal Manager.
- 3.3 Application forms, agreements and documents relating to this by-law must be available in English. Officials designated to control and manage these documents may be able to explain the contents thereof in the three languages of Limpopo.
- 3.4 A copy of the application form, conditions of services and extracts of the Council's Customer Care, Credit Control and Debt Collection Policy and By-Laws may be handed to every customer on request at such fees as may be prescribed by Council.
- 3.5 The customer is entitled to accurate, timeous and understandable bill as far as possible and reasonable access to pay points and to a variety of reliable payment methods which will include cash, debit or credit card, electronic fund transfer, debit order and bank order payments.
- 3.6 It is the occupiers of the premises s responsibility to give an authorized representative of the municipality or of a service provider of the municipality access at all reasonable hours to the premises in order to read, install, repair or to disconnect, stop or restrict the provision of service. The municipality may estimate consumption based on three month average or in term of the billing policy due to meters that cannot be read.
- 3.7 The customer is entitled to an efficient, effective and reasonable response to appeals, and should suffer no disadvantage during the processing of a reasonable appeal.
- 3.8 Enforcement of payment should be prompt, consistent and effective.
- 3.9 Unauthorized consumption, connection and reconnection, the tampering with or theft of meters, service supply equipment and the reticulation network and any fraudulent activity in connection with the provision of municipal services will lead to disconnections, charges, penalties, loss of rights and/or criminal prosecutions.
- 3.10 Incentives and disincentives may be used in collection procedures as approved by council.
- 3.11 The collection process must be cost-effective and the cost should be recovered from the customer.

- 3.12 The municipality may write off irrecoverable amount once all avenues are exhausted and is not cost effective to pursue the debt. Council resolution will be sought by the chief financial officer before any debt can be written off as irrecoverable.
- 3.13 Results will be regularly and efficiently reported and monitored.
- 3.14 Application forms may be used to, *amongst others*, categorise customers according to credit risk and to determine relevant levels of services and deposits required.
- 3.15 The deposit required will be in terms of the tariff schedule as amended by council from time to time and may be adjusted to average of highest two months accounts when required. The deposit will be in cash and Guarantee may be accepted for bulk customer.  
Deposit may be appropriated on council's merit but mostly will be when the account is closed and finalized. The allocations will be in terms of priority decided by council and set on the municipal financial management system.
- 3.16 Targets for performance in both customer service and debt collection may be set and pursued and remedies implemented for non-performance.
- 3.17 Consumers that meet council's indigent criteria must be identified advised to apply and be supported in terms of indigent policy.

#### 4. PERFORMANCE EVALUATION

This is addressed in the SDBIP and the Municipal Performance Management System.

#### 5. REPORTING

- 5.1 The Chief Financial Officer shall report monthly to the Municipal Manager in a suitable format to enable the Municipal Manager to report to the Executive Mayor, as supervisory authority in terms of section 99 of the Municipal Systems Act, read with section 100(c). This report shall contain particulars on:-
- 5.2
  - a. Cash collection and billing statistics, showing high-level debt recovery information where possible (number of customers; enquires; arrangements; default arrangements; growth or reduction of arrear debt). the statistics may be ideally divided into suburb, business (commerce and industry), domestic, state, institutional and other such divisions.

- b. Performance against targets agreed to in paragraph 4 of this policy document.
- 5.3 If in the opinion of the Chief Financial Officer, the Municipality will not achieve cash receipt income equivalent of the income projected in the annual budget as approved by Council, the Chief Financial Officer will report this with motivation to the Municipal Manager who will, if he/she agrees with the Chief Financial Officer, immediately move for a revision of the budget according to realistically realizable income levels.
- 5.4 The Executive Mayor, as supervisory authority, shall report at intervals of 3 months to Council as contemplated in section 99(c) of the Act.

## **6. CREDIT CONTROL BYLAW**

### **6.1 Objective**

- 6.1.1 To implement procedures which ensure the collection of debt, meeting of service targets and the prevention of escalation in arrear debt.
- 6.1.2 To limit risk levels by means of effective management tools.
- 6.1.3 To provide for restrictions, limitations, termination of services for nonpayment.

### **6.2 Service applications and agreements**

- 6.2.1 All new consumers of services will be required to sign an agreement governing the supply and cost of municipal services. On default by a tenant, the owner will be the debtor of last resort except where the Municipality is the owner of the property. Owners of property are expected and advised to monitor their tenant's accounts. New Tenant may be denied service in case where the previous tenant or the owner's account is in arrears and the owner did not make arrangement.
- 6.2.2 All new customers shall pay a deposit as determined from time to time by the Municipality which may be increased by the CFO in the event of nonpayment.



- 6.2.3 Prior to signing these agreements, customers will be entitled to access the policy documents. Also available on [www.Polokwane.gov.za](http://www.Polokwane.gov.za). Or on request or payment of a fee at the municipal service.
- 6.2.4 On the signing of the agreement when requested thereto, customers will receive a copy of the agreement for their records.
- 6.2.5 The Municipality may refuse to supply services to an applicant should such applicant owe monies to the Municipality regarding a previous period, until such debt has been settled in full. Should the applicant prove to the Chief Financial Officer that he/she is unable to pay, the application will be dealt with in terms of Council's Indigent Subsidy Scheme for qualifying indigents and arrangement may be granted on exceptional cases.
- 6.2.6 The Municipality may reject the application for services if any of the tenants or previous tenants is in arrears or of a person who is closely connected to a customer who has defaulted with account payments and who resides or is to reside on the same premises, until such debt is settled in full or accepted arrangement has been made. The Municipality may also reject the application for services of any concern that is not a natural person should such concern be in arrears with any other municipal account for which it, or any member or director is responsible or partially responsible.
- 6.2.7 The Municipality will read the meters within the period stipulated in the agreement after notification of change in ownership or application for the supply of services and render an account within the normal cycle applicable to the property.
- 6.2.8 Existing consumers of services may be required to sign new agreements in the following instances:
- a) Any change of service profile;
  - (b) With any instruction given or actual disconnection or restriction of services or any legal action taken;
  - b) Any form of tampering with service networks or meters etc ( as mentioned in Sections below;
  - c) As determined by the Municipal Manager from time to time.
- 6.2.9 Should a customer fail to enter into such agreement with Council or to provide the security described in this policy, Council may:-
- a) hold the customer liable for all outstanding debt on services for the property; and/or
  - b) Restrict or discontinue the supply of services.
- 6.2.10 All arrangements may be subject to periodic review.

- 6.2.11 All debtors entering into arrangements may provide their banking details and those who have the facility to sign a debit order with their financial institutions, may be required to do so.
- 6.2.12 Debtors who default on three occasions in respect of arrangements, may be denied the privilege of making further arrangements, and the full amount may be payable. Interest in terms of the agreed tariff structure will be calculated from the original due date of the debt, taking any payments into consideration.

### **6.3 Right of access to premises**

- 6.3.1 The owner and/or occupier of a property is to allow an authorised representative of the Municipality access at all reasonable hours to the property in order to read, inspect, install or repair any meter or service connection for reticulation, or to disconnect, stop or restrict, or reconnect the provision of any service as required by the Act.
- 6.3.2 The owner is responsible to ensure that all meters installed on his/her property are easily accessible.
- 6.3.3 The owner is responsible for the cost of relocating a meter if satisfactory access is not possible.
- 6.3.4 If a person fails to comply to any requirements, the Municipality or its authorised representative may:-
- a) By written notice require such person to restore access at his/her own expense within a specified period.
  - b) Without prior notice restore access and may recover the cost from such person if it is the opinion that the situation is a matter of urgency.

### **6.4 Enforcement mechanisms**

- 6.4.1 Interest may be raised as a charge on all accounts not paid by the due date in accordance with applicable legislation.
- 6.4.2 The Municipality shall have the right to restrict or discontinue the supply of services or to implement any other debt collection actions necessary due to late or non-payment of accounts, relating to any consumer, owner of property.
- 6.4.3 Credit control actions may be deferred due to valid query or dispute lodged with the municipality in terms of section 102 of the Municipal Systems Act until the dispute is resolved provided that the amount not disputed is paid in full.

- 6.4.4 Council reserves the right to deny or restrict the sale of electricity or water to consumers who are in arrears with their rates or other municipal charges.
- 6.5 60/40% prepayment debt recovery, the municipality may allocate 60% of payment to the arrears and 40% to the purchase of electricity to customer who purchases prepaid electricity with other services in arrears.
- 6.5.1 Upon the conclusion of acceptable arrangements for term payments, the service will be reconnected as soon as conveniently possible.
- 6.5.2 The cost of the restriction or disconnection, and the reconnection, will be determined by tariffs approved by Council, and will be payable by the consumer.
- 6.5.3 If a person is indigent a pre-paid electricity meter and a flow limiter water meter may be installed free of charge.
- 6.5.4 The deposit of any defaulter will be adjusted and brought into line with relevant policies of Council and this deposit may be charged into the account.

## **6.6 Theft and fraud**

- 6.6.1 Any person (natural or juristic) found to be illegally connected or reconnected to municipal services, tampering with meters, the reticulation network or any other supply equipment or committing any unauthorized act associated with the supply of municipal services, as well as theft of and damage to Council property, will be prosecuted and/or liable for costs at the prescribed tariffs as determined from time to time.
- 6.6.2 The Municipality has the right to obtain authorization from the Magistrate for the imposition of fines for the offences.
- 6.6.3 The Municipality may terminate and/or remove the supply of services to a customer should such conduct as outlined above, be detected and certified.
- 6.6.4 The total bill owing, including penalties, assessment of unauthorized consumption and discontinuation and reconnection fees, and increased deposits as determined by Council if applicable, will be due and payable before any reconnection can be sanctioned.
- 6.6.5 Council will maintain monitoring systems and teams in order to identify and monitor customers who are undertaking such illegal actions.
- 6.6.6 Council reserves the right to lay criminal charges and/or to take any other legal action against both vandals and thieves.

- 6.6.7 Any person failing to provide information or providing false information on his application for or other document pertaining to the supply of services to the Municipality may face immediate disconnection of services.

## **6.7 Customer screening and securities**

- 6.7.1 Applicants for municipal services may be checked for credit-worthiness, which may include checking information from banks, credit bureaus, other local authorities, trade creditors and employers.
- 6.7.2 Security deposits either in cash or any other security acceptable to the Municipality will be required, the minimum deposit being the equivalent of amounts fixed from time to time by the Municipality. Councillors and officials of the Municipality are **not** exempted from paying a security deposit.
- 6.7.3 Deposits can vary according to the credit-worthiness or legal category of the applicant, subject to the minimum requirement as outlined in this bylaw
- 6.7.4 Applicants who are not natural persons, organs of state, local authorities, public companies or public corporations must supply details of their directors, members, partners or trustees and at least the main share holder must in his/her personal capacity guarantee the payment of the applicant's municipal account and in the case of a trust, all the trustees in their personal capacity.
- 6.7.5 The Municipality will not pay any interest on deposits.
- 6.7.6 On the termination of the agreement the amount of the deposit, less any outstanding amount due to the Municipality, will be refunded to the consumer.

## **6.8 Contractors who tender to the Municipality**

- 6.8.1 The Supply Chain and Procurement Management Policy and Tender Conditions of the Municipality will include the following:-
- a) When inviting tenders for the provision of services or delivery of goods, potential contractors may submit tenders subject to a condition that consideration and evaluation thereof will necessitate that the tenderer obtain from the Municipality a certificate or account stating that all relevant municipal accounts owing by the tenderer and/or its directors, owners or partners have been paid or that suitable arrangements (which

include the right to set off in the event of non-compliance) have been made for payment of any arrears.

- b) No tender will be allocated to a person/contractor until a suitable arrangement for the repayment of arrears has been made. No further debt may accrue during contract period.
- c) Tender Conditions will include a condition allowing the Municipality to deduct any moneys owing to the Municipality from contract payments.
- d) A tenderer will be required to declare all the municipal account numbers for which it is responsible and/or partially responsible.

### **6.9 Pre-payment metering system**

The Municipality will use its pre-payment metering system to:-

- a) link the provision of electricity by the Municipality to a "pre-payment" system comprising, pre-payment of electricity units; and
- b) a payment in respect of arrears comprising all accrued municipal taxes and other levies, tariffs and charges in respect of services such as water, refuse removal, sanitation and sewage.
- c) To load an auxiliary on the "pre-payment" system in order to allocate a portion of the rendered amount to the customers arrear account for other services.
- d) To enforce satisfactory arrangements with consumers in arrears by blocking access to pre-payment meters.
- e) 60/40% prepayment debt recovery, the municipality may allocate 60% of payment to the arrears and 40% to the purchase of electricity to customer who purchases prepaid electricity with other services in arrears.

### **6.10 Reconnection of services**

Should services be terminated/ restricted for arrear balance, service may only be restored after payment of the outstanding balance of payment of required amount and acceptable arrangement reasonably within 48 hours depending on council capacity at the time. Reconnection fee may be charged for the service accordingly.

## **1. DEBT COLLECTION**

### **1.1 Objective**

- 1.1.1 To provide procedures and mechanisms to collect all the monies due and payable to the Municipality arising out of the supply of services and annual levies, in order to ensure financial sustainability and delivery of municipal services in the interest of the community.

### **1.2 Telephonic contact, agents calling on consumers**

- Council will endeavour, within the constraints of affordability, to make personal or telephonic contact with all arrear debtors to encourage their payment, and to inform them of their arrears state, their rights (if any) to conclude arrangements or to indigence subsidies, other related matters and will provide information on how and where to access such arrangements or subsidies.
- Such contact is not a right for debtors to enjoy and disconnection of services and other collection proceedings may continue in the absence of such contact for whatever reason.

### **1.3 Interruption of service**

- 8.3.1 Customers who are in arrears with their municipal accounts and who have not made arrangements with the Municipality will have their supply of electricity, water and other municipal services, suspended, restricted or disconnected.
- 8.3.2 The disconnection or restriction of services may be invoked should the account remain in arrears after the expiration of the 14 (fourteen) days notice of restriction of services as mentioned in section.
- 8.3.3 Council reserves the right to deny or restrict the sale of electricity or water to customers who are in arrears with their rates or other municipal charges, or who do not honour their arrangements.
- 8.3.4 Upon the conclusion of acceptable arrangements for term payments, the services will be reconnected as soon as conveniently possible.

8.3.5 The cost of notice of restriction or disconnection and the reconnection, will be determined by tariffs approved by Council, and will be payable by the customer.

8.3.6 The deposit of any defaulter will be adjusted and brought into line with relevant policies of Council (refer to Annexure "B").

#### **8.4 Legal process (Annexure "A") - (Use of attorneys/Use of credit bureaus)**

8.4.1 The Municipality may, when a debtor is in arrears, commence legal process against that debtor, which process could involve final demands, summonses, court trials, judgements, garnishee orders and, as last resort, sales in execution of property.

8.4.2 The Municipality will exercise strict control over this process to ensure accuracy and legality within it and will require regular reports on progress from staff responsible for the process or outside parties, be they attorneys or any other collection agents appointed by Council.

8.4.3 The Municipality will establish procedures and codes of conduct with such outside parties.

8.4.4 In the case of employed debtors, garnishee orders, are preferred to sales in execution, but both are part of the Municipality's system of debt collection procedures.

8.4.5 All steps in the credit control procedure will be recorded for the Municipality's records and for the information of the debtor.

8.4.6 All costs of this process will be for the account of the debtor.

8.4.7 Individual debtor accounts are protected and are not the subject of public information. However, the Municipality may release debtor information to credit bureaus and the property owner in respect of his/her lessee(s). This release will be in writing or by electronic means and will be covered in the agreement with customers.

8.4.8 The Municipality may consider the cost effectiveness of the legal process, and will receive reports on relevant matters and report to the Executive Mayor.

8.4.9 Upon recommendation from the Municipal Manager, Council may consider the use of agents and innovative debt collection methods and products. Cost effectiveness, the willingness of agents to work under appropriate codes of conduct and the success of such agents and products will be part of the agreement Council might conclude with such agents or service providers.

8.4.10 Customers will be informed of the powers and duties of such agents and their responsibilities, including their responsibility to observe agreed codes of conduct.

- 8.4.11 Any agreement concluded with an agent or product vendor shall include a clause whereby breaches of the code of conduct by the agent or vendor will constitute termination of the contract.
- 8.4.12 If, after the due date an amount due for rates is unpaid by the owner of the property, the Municipality may recover the amount, in whole or in part, from the tenant or occupier of the property, after it has served written notice on the tenant or occupier. The Municipality may recover the outstanding amount despite any contractual obligation to the contrary on the tenant or occupier.
- 8.4.13 If, after the due date an amount due for rates is unpaid by the owner of the property, the Municipality may recover the amount, in whole or in part, from the agent of the owner, if this is more convenient for the Municipality, after it has served written notice on the agent. The agent must on request from the Municipality, provide a statement reflecting all payments made to the agent for the owner during a period determined by the Municipality.

## **8.5 Cost of collection**

- 8.5.1 All costs of legal processes including interest, penalties, service discontinuation costs and legal costs associated with customer care or credit control, where ever applicable, are for the account of the debtor and should reflect at least the cost of the particular action or a percentage (%) recoverable collection cost.

## **8.6 Clearance Certificate**

- 8.6.1 In terms of section 118(3) of the Act an amount due for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties is a charge upon the property in connection with which the amount is owing and enjoys preference over any mortgage bond registered against the property, should clearance be issued for two years preceding the date of application for clearance, the balance will be collected from the occupier or the owner of the property in terms of the above section.
- All payments will be allocated to the registered seller's municipal accounts and all refunds will be made to such seller unless advised otherwise.
- 8.6.2 No interest shall be paid in respect of these payments.
- 8.6.3 The Municipality will only issue a clearance certificate once a completed prescribed application form from the conveyer has been received.



- 8.6.4 Where any residential or non-residential debtor has entered into an arrangement with the Municipality in respect of the arrears on a property, the prescribed certificate as referred to in Section 118 of the Systems Act, will not be issued until such time as the full outstanding amount have been paid.
- 8.6.5 Accordingly, all such municipal debts shall be payable by the owner of such property without prejudice to any claim which the municipality may have against any other person,
- 8.6.6 On application for clearance any arrangements, acknowledgement of debt shall be cancelled, and all debts on the property shall become due, owing and payable.
- 8.6.7 The payments of clearance certificate must be made in cash or by irrevocable bank guaranteed cheque, or attorney's trust cheque, there shall be no refunds on cancellation of sale, and the certificate shall be valid for a period of 60 days from date of issue.
- 8.6.8 Certificate may be issued on production of an undertaking or bank guarantee certifying payment on registration.

## **8.7 Irrecoverable debt**

- 8.7.1 Debt will only be considered as irrecoverable if it complies with the following criteria:-
- a) all reasonable notifications and cost effective legal avenues have been exhausted to recover a specific outstanding amount; or
  - b) any amount equal to or less than R1 000.00, or as determined by Council from time to time, will be considered too small, after having followed basic checks, to warrant further endeavours to collect it; or
  - c) the cost to recover the debt does not warrant the further action; or
  - d) Incentive portion as approved by council by resolution for incentive scheme from time to time.
  - e) the amount outstanding is the residue after payment of a dividend in the rand from an insolvent estate; or
    - (i) there is a danger of a contribution; or
    - (ii) no dividend will accrue to creditors; or
- (e) A deceased estate has no liquid assets to cover the outstanding Amount following the final distribution of the estate; or
- (i) where the estate has not been reported to the Master and there are no assets of value to attach; or

- (f) it has been proven that the debt has prescribed; or
- (g) the debtor is untraceable or cannot be identified so as to proceed with further action; or
- (i) the debtor has emigrated leaving no assets of value to cost effectively recover Councils' claim; or
- (h) it is not possible to prove the debt outstanding; or
- (i) a court has ruled that the claim is not recoverable; or
- (j) the outstanding amount is due to an irreconcilable administrative error by the Municipality.

## **8.8 Abandonment of claims**

- 8.8.1 The Municipal Manager must ensure that all avenues are utilised to collect the Municipality's debt.
- 8.8.2 There are some circumstances, as contemplated in section 109(2) of the Act, that allow for the valid termination of debt collection procedures, such as:-
  - a) The insolvency of the debtor, whose estate has insufficient funds.
  - b) A balance being too small to recover, for economic reasons considering the cost of recovery.
  - c) Where Council deems that a debtor or group of debtors is unable to pay for services rendered.
- 8.8.3 The Municipality will maintain audit trails in such an instance, and document the reasons for the abandonment of the action or claim in respect of the debt.

## **2. SHORT TITLE**

This Bylaw shall be called the,  
**Credit Control and Debt Collection Bylaw of the Polokwane Municipality.**

## **DEBT COLLECTION – ANNEXURE “A”**

### **10.1. INCENTIVE MEASURES**

Incentive measures shall be introduced in a form of a report approved by council.

### **10.3. DEBT COLLECTION**

- 10.3.1 Council may handover accounts that are 90 days and older in arrears after all internal processes has been exhausted and there is no positive respond.

- 10.3.2 Annual accounts: Should accounts remain unsettled three (3) months after it became due and payable, notice will be given to the owner/consumer that the amount owed should be settled within fourteen (14) days, failure of which it would be handed over for collection.
- 10.3.3 Should there be no reaction on the notices; accounts are forthwith handed over for collection, which may include legal proceedings.
- 10.3.4 All debtors regarding houses in rental, selling and self build schemes, without any capital debt, which are still registered in the name of the Municipality, should be notified in writing that if satisfactory arrangements for transfer of the property into his/her name are not made within one (1) month, the property concerned will be put up for sale by Council at a public auction.
- 10.3.5 Upon handing over of accounts for collection, details of employers and work addresses of the debtors should be made available to the attorneys as far as possible for the purposes of garnishee orders.
- 10.3.6 Attorneys should report to Council on a monthly basis on the progress made and the cost aspect regarding each debtor.

#### **11.1. DEBT FOR WHICH ARRANGEMENTS CAN BE MADE**

Arrangements for the payment of outstanding debt can be made according to the procedures described hereafter.

#### **11.2. CONCLUSION OF AGREEMENT**

- 11.2.1 If a customer cannot pay his/her account with the Municipality then the Municipality may enter into an extended term of payment not exceeding 12 months, stipulating that the debt will be paid together with the monthly and/or annual accounts, with the customer.
- 11.2.2 The customer must:-
  - a) complete a new application form;
  - b) sign an acknowledgement of debt;
  - c) sign a consent to judgment;
  - d) in the case of a company, trust or closed corporation, supply the guarantee
  - e) sign an emolument or stop order if he or she is in employment;
  - f) submit proof of income on the prescribed form;
  - g) pay the current portion of the account in cash;
  - h) pay an adjusted security deposit equal to the sum of two times average consumption during the preceding 12 months; (conditional)

- i) sign an acknowledgement that, if the arrangements being negotiated are later defaulted on, that no further arrangements will be possible and that disconnection of water and electricity will follow immediately, as will legal proceedings;
- j) acknowledge liability of all costs incurred; and
- k) Annually, no later than 28 February, submit new proof of income.

### **11.3. ARRANGEMENTS THAT CAN BE ENTERED INTO:**

#### **11.3.1. Domestic Customers:**

- a) 1st default in a financial year:
  - (i) 50% or minimum of 10% on exceptional circumstances of the outstanding amount plus cost of the credit control actions together with the current account is payable immediately.
  - (ii) The balance is payable over a maximum period of twelve months.
  - (iii) First offence in 5 years – no deposit increase will be applicable.
  - (iv) Consumer deposits will be adjusted to sum of two time's average consumption during the preceding 12 months or at least be adjusted to the minimum deposit required in terms of the approved Tariff Schedule whichever the highest.
- (a) 2nd default in one financial year:
  - I. Full arrears amount plus the cost of credit control actions, together with the current account.
  - II. No arrangements will be allowed.
  - III. Consumer deposits will be adjusted to sum of three time's average consumption during the preceding 12 months or at least be adjusted to the minimum deposit required in terms of the approved Tariff Schedule whichever the highest.
- (b) 3rd default in one financial year:
  - (i) Services will be discontinued or restricted and the account will be handed over for legal proceedings.

**11.3.2. Business:**

- (a) 1st default in financial year:-
  - (i) 60% of the outstanding amount plus cost of the credit control actions.
  - (ii) The balance is payable over a maximum period of three months.
  - (iii) First offence in 5 years – no deposit increase will be applicable.
  - (iv) Consumer deposits will be adjusted to the sum of three times average consumption during the preceding 12 months or at least be adjusted to the minimum deposit required in terms of the approved Tariff Schedule whichever the highest.
- (b) 2nd default in financial year:-
  - (i) Full outstanding amount plus cost of credit control actions.
  - (ii) No arrangements will be allowed.
  - (iii) Consumer deposits will be adjusted to the sum of four times average consumption during the preceding 12 months or at least be adjusted to the minimum deposit required in terms of the approved Tariff Schedule whichever the highest.
- (c) 3rd default in financial year:-
  - (i) Services will be discontinued or restricted and the account will be handed over for legal proceedings.

**11.3.3. Government Departments – Consumer Accounts:**

- (a) 1st default in financial year:-
  - (i) 21 days notice – no arrangements
  - (ii) First offence in 5 years – no deposit increase will be applicable.
  - (iii) Consumer deposits may be adjusted to the sum of three times average consumption during the preceding 12 months.
- (b) 2nd default in financial year:-
  - (i) 14 days' notice – no arrangements.
  - (ii) Consumer deposits may be adjusted to the sum of four times average consumption during the preceding 12 months.
- (c) 3rd default in financial year:-
  - (i) Services will be discontinued or restricted and as a last resort legal proceedings will be instituted;
  - (ii) Report same to National Treasury where applicable (Sect 64(3) MFMA).

**11.3.5. Administration:**

Where a person has been placed under administration the following procedures will be followed:-

- (a) The debt as at the date of the administration court order will be placed on hold, and collected in terms of the court order by the administrator's dividend.
- (a) The administrator is to open a new account on behalf of the debtor, with a new deposit. No account is to be opened or operated in the debtor's name as the debtor is not entitled to accumulate debt.
- (b) Until such time as this new account is opened, the debtor is to be placed on restricted services levels. The consumer will be compelled to install a pre-paid electricity meter and flow limiter water meter, should one not already be in place. The Municipality will be entitled to recover the cost of the basic services by means of purchases made on the pre-paid meter.
- (c) Should there be any default on the current account, the supply of services is to be limited or terminated, and the administrator handed over for the collection of this debt.
- (d) Monthly will be sent to the consumers on a regular basis of every month.
- (e) The estimates on accounts will be limited to five months.

#### **11.3.6. Indigent:**

All consumers (including occupiers) qualifying as indigent and who accumulated any arrear debt after any relief has been granted will repay that debt as follows:-

By installments over 24 months, in addition to monthly service charges, with immediate payment of the cost of the credit control action taken.

There are no limitations on debtors at any time to pay bigger amounts towards outstanding debt, than prescribed above.

#### **Short title**

This bylaw will be called Credit control and debt collection bylaw of Polokwane municipality



# IMPORTANT Information from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.



## GPW Business Rules

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format to the email submission address [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – [www.gpwonline.co.za](http://www.gpwonline.co.za))
7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za))
8. All re-submissions by customers will be subject to the above cut-off times.
9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

You are therefore advised that effective from Monday, 18 May 2015 should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number 012- 748 6030 will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za).



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