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KWAZULU-NATAL PROVINSIE
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MUNICIPAL NOTICE

No. 25

29 May 2008

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

KWADUKUZA MUNICIPALITY

BYLAWS RELATING TO CREDIT CONTROL AND DEBT COLLECTION

The Kwadukuza Municipality, acting under the authority of section 156 (2) of the Constitution of the Republic of South Africa Act 1996 (Act 108 of 1996) read with section 11 and section 98 of the Local Government: Municipal System Act, 200 (Act No.32 of 2000), hereby publishes Credit Control and Debt Collection Bylaws which bylaws will come into effect on the first day of the month following the date of publication hereof.

CHAPTER 1

DEFINITIONS

DEFINITIONS

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

"account"	means any account rendered for municipal services, sundry charges, housing services and rates;
"Act"	means the Local Government: Municipal System Act, 2000 (Act No. 32 of 2000, as amended from time to time;
"actual consumption"	means the measured consumption of any customer;
"agreement"	means the contractual relationship between the municipality or its authorized agent and a customer, whether written or deemed;
"area of supply"	means any area within or partly within the area of jurisdiction of the municipality or such other areas where the service is requested;
"arrangement"	means written agreement entered into between the Council and the debtor where specific repayment parameters are agreed;
"arrears"	means any amount due, owing and payable by a customer to the Municipality in respect of municipal services, sundry charges, housing service and rates not paid by due date;
"applicable charges"	means the rate, charge, tariff, flat rate, or subsidy determined by the Municipality;
"authorised agent"	means: - <ul style="list-style-type: none"> (a) any person authorised by the municipality to perform any act, function or duty in terms of, or exercise any power under these bylaws, and/or

	(b)	any person to whom the municipality has delegated the performance of certain rights, duties and obligations in respect of providing revenue services; and/or
	(c)	any person appointed by the municipality in terms of a written contract or a service provider to provide revenue services to customers on its behalf, to the extent authorised in such contract;
"average consumption"		means the average consumption of a customer of a municipal service during a specific period, which consumption is calculated by dividing the customer's total measured consumption of that municipal service over the preceding six months by six;
"credit control and debt collection policy"		means the policy as adopted by the Municipality for the credit control and debt collections of the municipality;
"Chief Financial Officer"		means a person employed by the Municipality as its Chief Financial Officer;
"commercial customer"		means any customer other than household and indigent customers, including without limitation, business, government and institutional customers;
"connection"		means the point at which a customer gains access to municipal services;
"Consolidated Bill"		means a monthly bill reflecting all monies due to the Municipality in terms of Section 102 of the Act;
"councillor"		means a person as defined in terms of the Act;
"Credit Control"		means all functions relating to the collection of monies owed to the Municipality;
"customer"		means a person with whom the municipality or its authorised agent has concluded an agreement or has an account with the Municipality;
"debtor"		means any person indebted to the Municipality;
"defaulter"		means any customer or ratepayer in arrears;
"deposit"		means an amount required as security to be determined by the Municipality;
"due date"		means:
	(i)	<u>Monthly</u>
		The monthly date on which all accounts become due and payable which date shall be within 30 days after the date of the account during normal cashier hours.

(ii) **Annual**

Where the owner has entered into an agreement with the Municipality to pay property rates annually, the due date shall be a date to be determined by the Municipality.

“emergency situation”	means any situation that if allowed to continue poses a risk or potential risk to the financial viability or sustainability of the municipality or a specific municipal service;
“estimated consumption”	means the deemed consumption by a customer whose consumption is not measured during a specific period, which estimated consumption is rationally determined taking into account at least the consumption of municipal services for a specific level of service during a specific period in the area of supply of the municipality or its authorised agent;
“household customer”	means a customer that occupies a dwelling, structure or property primarily for residential purposes;
“household”	means a traditional family unit consisting of a combination of persons over the age of eighteen and persons eighteen years and younger) living together as a family unit;
“housing services”	means any rental (rates if applicable), instalment, administration charges, insurance premiums and interest.
“illegal connection”	means a connection to any system through which municipal services are provided which is not authorised or approved by the municipality or its authorised agent;
“indigent customer”	means a household customer qualifying and registered with the municipality as an indigent;
“interest”	means a charge with the same legal authority as service fees and calculated at a rate determined by Council from time to time on all arrear accounts;
“MFMA”	means the Municipal Finance Management Act No 56 of 2003;
“municipal area”	means the area of the Kwadukuza Municipality as determined by the demarcation board in terms of the Demarcation Act;
“Municipality or Council”	means the Kwadukuza Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act 32 of 2000);
“Municipal Manager”	Means the person appointed by the municipality as the manager of the municipality in terms of section 55 of the Municipal Systems Act read with Section 82 of the Local Government Municipal Structures Act 1998 (Act No. 117 of 1998) and includes any person:

- (a) acting in such position; and
 - (b) to whom the municipal manager has delegated a power, function or duty in respect of such a delegated power, function or duty.
- “municipal service” means services provided by the municipality or its authorised agent, including refuse removal and electricity services;
- “occupier” includes any person in actual occupation of the land or premises without regard to the title under which he occupies, and, in the case of premises sub-divided and let to lodgers or various tenants, shall include the person receiving the rent payable by lodgers or tenants whether for his own account or as an agent for any person entitled thereto or interested therein;
- “owner” means: -
- (a) the person in who from time to time is vested the legal title to immovable property;
 - (b) in a case where the person in whom the legal title to 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 manger, liquidator or other legal representative;
 - (c) in any case where the municipality or its authorised agent is unable to determine the identity of such person, a person who is entitled to the benefit of the use of such immovable property or buildings thereon
 - (d) in the case of premises for which a lease agreement of 30 years or longer has been entered into with the lessee thereof;
 - (e) in relation to: -
 - (i) a piece of land delineated on a sectional plan registered in terms of the Sectional Act, 1986 (Act No. 95 of 1986), the developer or the body corporate in respect of the common property; or
 - (ii) a section as defined in the Sectional Titles Act, 1986 (Act No. 95 of 1986), the person in whose name such section is registered under a sectional title deed and includes the lawfully appointed agent of such a person;
 - (iii) a ‘Home Owners Association’, all members of the Association;
 - (f) the Ingonyama Trust, where the land is vested in the Trust by virtue of the provisions of the Ingonyama Trust Act.

- (g) any legal person including but not limited to:
- (i) a company registered in terms of the Companies Act, (Act 61 of 1973), a trust, a close corporation registered in terms of Close Corporation Act, (Act 69 of 1984) a voluntary association and any department of State;
 - (ii) any Council or Board established in terms of any legislation applicable to the Republic of South Africa;
 - (iii) any Embassy or other foreign entity.
- “person” means any natural person, local government body or like authority, a company or close corporation incorporated under any law, body of persons whether incorporated or not, a statutory body, public utility body, voluntary association or trust;
- “public notice” means publication in an appropriate medium that may include one or more of the following: -
- (a) publication of a notice, in an official language determined by the Municipality in the local newspaper or newspapers in the area of the municipality; or in the newspaper or newspapers circulating in the area of the municipality determined by the Municipality as a newspaper on record; or by means of radio broadcast covering the area of the municipality; or displaying a notice at appropriate offices and pay-points of the municipality or its authorised agent, or
 - (b) communication with customers through public meetings and ward committee meetings; “rates” means municipal tax levied on the valuation of property. The rate is expressed as cents in the rand;
- “Rates” means : municipal tax levied on the valuation of property. The rate is expressed as cents in the rand.
- “Rates Act” means Municipal Property Rates Act 6 of 2004.
- “Ratepayer” means a person who is liable to the Municipality for the payment of:
- (a) Rates on the property within the Municipal area
 - (b) Any other tax , duty, or levy imposed by the Municipality
or
 - (c) Fees for the services provided either by the Municipality or in terms of a service delivery agreement,

“Resident”	means a person who is ordinarily resides in the Municipal area;
“Service Authority”	means the power of a Municipality to regulate the provision of a municipal service by a service provider;
“Service Delivery Agreement”	means an agreement between a Municipality and an institution or person mentioned in Section 76(b) of the Act, in terms of which a municipal service is provided by that institution or person, either for its own account or on behalf of the Municipality.
“Service provider”	means a person or institution or any combination of persons and institutions which provide a municipal service;
“Service Utility”	means a municipal entity established in terms of Section 86B;
“social housing tenant”	means any person letting / leasing any residential premises from any public legal body for less than a full rack rental or letting / leasing residential premises from a private person and receiving from the National / Provincial Government a subsidy or other amount to empower the tenant to pay the full rack rental.
“Staff”	means the employees of the municipality, including the municipal manager;
“Sundry charges”	means any charge excluding a municipal service, housing service and rates;
“supply zone”	means an area, determined by the municipality or its authorised agent, within which all customers are provided with service from the same bulk supply connection;
“unauthorised services”	means receipt, use or consumption of any municipal service which is not in terms of an agreement, or authorised approved by the municipality or its authorised agent.
“Vat”	means a charge legislated in terms of the Vat Act No. 89 of 1991.

CHAPTER 2**PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS****PART 1: APPLICATION FOR MUNICIPAL SERVICES****2. APPLICATION AND REGISTRATION FOR SERVICES**

- 2.1. No person shall be entitled to a municipal service unless such person has made application on the prescribed form, annexed hereto, and such application has been approved by the Municipality.
- 2.2. If, at the commencement of these bylaws or at any other time, municipal services are provided and received and no written agreement exist in respect of such services, it shall be deemed that: -
 - (a) an agreement exists; and
 - (b) the level of services provided to that customer are the level of services elected, until such time as the customer enters into an agreement.
- 2.3. The applicant shall be obliged to furnish all documents required by the Municipality in terms of the credit control policy in order to register such person on the municipality's data base as a customer.
- 2.4. Persons who fail to register for services and who illegally benefits from services shall be subjected to punitive measures or such civil or criminal sanction as the municipality deems appropriate in terms of Section 53 of the Bylaws.
- 2.5. The municipality or its authorised agent shall only be obliged to provide a specific level of service requested if such service is currently being provided, provided that the municipality or its authorised agent has the resources and capacity to provide such level of service.
- 2.6. A customer may at any time apply to alter the level of services as elected in terms of the agreement entered into, provided that such level of service is available and that any costs and expenditure associated with altering the level of services is paid by the customer.
- 2.7. An application for services submitted by a customer and approved by the municipality or its authorised agent shall constitute an agreement between the municipality or its authorised agent and the customer, and such agreement shall take effect on the date referred to or stipulated in such agreement.
- 2.8. In completing an application form for municipal services the municipality or its authorised agent will ensure that the document and the process of interaction with the owner, customer or any other person making such an application are understood by that owner, customer or other person and advise him or her of the option to register as an indigent customer.

- 2.9. In the case of illiterate or similarly disadvantaged persons, the municipality or its authorised agent must take reasonable steps to ensure that the person is aware of and understands the contents of the application form and shall assist him or her in completing such form.
- 2.10. Municipal services rendered to a customer is subject to the provisions of these bylaws, any other applicable bylaws and or related policies of the municipality and conditions contained in the agreement signed by such person.
- 2.11. If the municipality or its authorised agent: -
- (a) refuse an application for the provision of municipal services or a specific service or level of service;
 - (b) is unable to render such municipal services or a specific service or level on the date requested for such provision to commence; or
 - (c) is unable to render such municipal services or a specific service or level of services,
- the municipality or its authorised agent shall, within fourteen (14) days, inform the customer of such refusal and/or inability, the reasons therefore and, if applicable, when the municipality or its authorised agent will be able to provide such municipal services or a specific service or level of service.

3. SPECIAL AGREEMENTS FOR MUNICIPAL SERVICES

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

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

4. CHANGE IN PURPOSE FOR WHICH MUNICIPAL SERVICES ARE USED

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

PART 2 APPLICABLE CHARGES

5. APPLICABLE CHARGES FOR MUNICIPAL SERVICES

- 5.1. All applicable charges in respect of municipal services, including but not limited to the payment of connection charges, fixed charges or any additional charges or interest will be set by the Municipality in accordance with: -
- (a) Its tariff of charges;
 - (b) Its credit control and debt collection policy and any other applicable policy;
 - (c) Any bylaws in respect thereof; and
 - (d) Any regulations in terms of national or provincial legislation.
- 5.2. Applicable charges may differ between different categories of customers, users of services, types and levels of service, quantities of service, infrastructure requirements and geographical areas.
- 5.3. Services will be terminated due to non-payment on the terms and conditions as stipulated in the Credit Control and Debt Collection Policy.
- 5.4. Deferment for payment of service accounts can be granted to consumers in terms of the Municipality's delegated powers and conditions approved in its Credit Control and Debt Collection Policy.
- 5.5. The municipality may consolidate any separate accounts of persons who are liable for payment to the municipality and may credit all payments received from such a person to any service in order of preference as determined by the Municipality from time to time in its Credit Control and Debt Collection Policy.

6. AVAILABILITY CHARGES FOR MUNICIPAL SERVICES

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

7. SUBSIDISED SERVICES

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

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

8. **AUTHORITY TO RECOVER ADDITIONAL COSTS AND FEES**

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

- 8.1. All legal costs, on an attorney and client scale and collection commission incurred in the recovery of any amount from customers;
- 8.2. The **actual** cost incurred relating to any action taken in demanding payment from the customer or reminding the customer, by means of telephone, fax, e-mail letter or otherwise **as determined by Council's Tariff of Charges as amended from time to time.**

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

- 9.1. The municipality may from time to time, determine different deposits for different categories of customers uses of services, debtors, and different standards of services, which different deposits, shall be recorded and amended from time to time in the Credit Control and Debt Collection Policy of the municipality.
- 9.2. A customer shall on application for the provision of municipal services and before the municipality or its authorised agent may provide such services, pay a deposit, if the Municipality has determined a deposit in terms of its Credit Control and Debt Collection Policy and Tariff of Charges.
- 9.3. The municipality or its authorised agent may annually review a deposit paid in terms of subsection (9.2) and in accordance with such review require that an additional amount be deposited by the customer where the deposit is less than the most recent deposit determined by the Municipality.
- 9.4. If a customer is in arrears, the municipality or its authorised 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.
- 9.5. Subject to subsection (9.7) below, the deposit shall not be regarded as being a payment or part payment of an account.
- 9.6. No interest shall be payable by the municipality or its authorised agent on any deposit held.
- 9.7. The deposit, if any, is refundable to the customer on termination of the agreement, provided the customer is not in arrears.

10. METHOD FOR DETERMINING AMOUNTS DUE AND PAYABLE

- 10.1. The municipality or its authorised agent shall in respect of municipal services that are metered, endeavour to, within available financial and human resources, read all customer connections, on a regular basis, subject to subsection (10.2).
- 10.2. If a service is not measured, a municipality or its authorised agent may, notwithstanding subsection (10.1), determine the amount due and payable by a customer, for municipal services supplied to such a customer by calculating: -
- (a) The shared consumption, and, if not possible;
 - (b) The estimated consumption

- 10.3. If services are metered, but it cannot be read due to financial and human resources constraints or circumstances out of the control of the municipality or its authorised agent, and the customer is charged for an average consumption the account following the reading of the metered consumption must specify the difference between the actual consumption and the average consumption, and the resulting credit or debit adjustment.
- 10.4. Where in the opinion of the municipality or its authorised agent it is not reasonably possible or cost effective to meter all customer connections and/or read all a metered customer connections within a determined area, the Municipality may, on the reconnection of the municipality or its authorised agent, determine a basic tariff (flat rate) to be paid by all the customers within that area, irrespective of actual consumption.
- 10.5. The municipality or its authorised agent must inform customers of the method for determining amounts due and payable in respect of municipal services provide which will apply in respect of their consumption or supply zones.

11. PAYMENT FOR MUNICIPAL SERVICES PROVIDED

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

12. FULL AND FINAL SETTLEMENT OF AN ACCOUNT

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

13. RESPONSIBILITY FOR AMOUNTS DUE AND PAYABLE

- 13.1. Any amount due to the municipality for municipal service fee, surcharge on fees and any other municipal taxes and duties is a charge upon the property in connection with which the amount is owing and enjoys preference over any mortgage bond registered against the property.
- 13.2. Accordingly, all such municipal debts shall be a charge upon the property and shall be payable by the owner of the property, notwithstanding the provisions of any other sections of the bylaws.
- 13.3. Any person who purchases or otherwise acquires or leases immovable property from the Municipality shall be deemed to be the owner thereof from the date of such purchase or other acquisition by him or from the commencement of such lease, as the case may be.
- 13.4. Where the property is owned by more than one person, each such person shall be liable jointly and severally for all Municipal debts charged on the property.
- 13.5. Owners shall be held jointly and severally liable, with their tenants who are registered as customers for municipal services.
- 13.6. Tenants and/or agents shall be held liable for arrear rates restricted to the rental, in terms of both the Ordinance No 25 of 1974 and the Rates Act 6 of 2004.
- 13.7. ———When electricity consumption is recorded on a property during a period for which there is no registered customer against whom a bill can be raised the relevant charges shall be raised against the registered owner.
- 13.8. ———When a customer terminates a consumption account and no new customer registers, a property is deemed to be vacant. The owner shall be responsible for the account.

14. DISHONoured PAYMENTS

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

- 14.1. Will recover the bank charges, penalties/interest and collection charges (if applicable) incurred relating to a dishonoured negotiable instrument against the account of the customer;
- 14.2. Shall regard such an event as default on payment and shall be dealt with as an arrear account;
- 14.3. Reserves the right to take legal action.

15. INCENTIVE SCHEME

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

16. PAYPOINTS AND APPROVED AGENT

- 16.1. A customer must pay his/her or its account at pay-points, designated by the municipality or its authorised agent from time to time, or at approved agents of the municipality or its authorised agent.
- 16.2. The municipality or its authorised agent shall inform a customer of the location of the designated pay-points and approved agents for payment of accounts.

PART 4: ACCOUNTS**17. ACCOUNTS**

- 17.1. Accounts shall be rendered monthly to customers at the address last recorded with the municipality or its authorised agent. The customer may receive more than one account for different municipal services if they are accounted for separately.
- 17.2. Failure to receive or accept an account does not relieve a customer of the obligation to pay an amount due and payable.
- 17.3. The municipality or its authorised agent may, if administratively possible, issue a duplicate account to a customer on request upon payment of a fee as prescribed in the Municipality's tariff of charges.
- 17.4. Accounts must be paid by no later than the last date of payment specified in such account.
- 17.5. Accounts shall at least reflect: -
- (a) The services rendered;
 - (b) The consumption of metered services or average, shared or estimated consumption;
 - (c) The period stipulated in the account;
 - (d) The applicable charges;
 - (e) Any subsidies;
 - (f) The amount due (excluding value added tax);
 - (g) Value added tax;
 - (h) The adjustment, if any, to metered consumption which has been previously estimated;
 - (i) The arrears, if any;
 - (j) The interest payable on arrears, if any;

- (k) The final date for payment;
- (l) The methods, places and approved agents where payment may be made;
- (m) Property value and rates payable;
- (n) Surcharge;
- (o) Any rebate
- (p) Collection charges;
- (q) Payment received.

18. CONSOLIDATED DEBT

- 18.1. If one account is rendered for more than one municipal service and rates provided, the amount due and payable by a customer constitutes a consolidated debt, and any payment made by customer of an amount less than the total amount due, will be allocated at the discretion of the municipality between service debts.
- 18.2. If account is rendered for only one municipal service provided, any payment made by a customer of an amount less than the total amount due, will be allocated at the discretion of the municipality.
- 18.3. A customer may not elect how an account is to be settled if it is not settled in full or if there are arrears.

19. CASH ALLOCATION PRIORITIES

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

20. TERMINATION / TRANSFER OF ELECTRICITY ACCOUNTS

- 20.1. A customer who intends to terminate or transfer a municipal service shall notify the Municipality in writing within 14 days prior to the date of termination or transfer and shall also furnish the Municipality with the forwarding address.
- 20.2. A final reading shall be recorded on the termination date and the customer will be billed for the consumption.
- 20.3. The deposit shall be appropriated against the account. Should a credit balance remain on the account, after appropriation of the deposit, such credit balance may be refunded to the customer or transferred to the new municipal service.

- 20.4. A debit balance that remains unpaid for a period of 30 days shall be **transferred to the new municipal service or alternatively shall be** recovered through our debt collection procedure.

21. AGREEMENT WITH EMPLOYERS

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

- 21.1. Any outstanding amounts due by that person to the Municipality; or
21.2. Such regular monthly amounts as may be agreed.

22. STAFF AND COUNCILLORS IN ARREARS

- 22.1. In the event of any staff member or councillor of a municipality being in arrears for rates and service charges for a period of longer than three (3) months, the municipality may at its sole discretion deduct any outstanding amounts from the staff members salary or councilors salary or allowance after such period.
22.2. The Municipality, shall liaise with the relevant staff member and their departmental representatives or the councillor and the speaker of the Council and then to issue the necessary deduction instruction where appropriate.

PART 5: QUERIES, COMPLAINTS AND APPEALS

23. QUERIES OR COMPLAINTS IN RESPECT OF ACCOUNT

- 23.1. A customer may lodge a query or a 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.
23.2. A query or complaint must be lodged with the municipality or its authorised agent before the due date for payment of the account.
23.3. A query or complaint must be accompanied by the payment of the average of the last three month's accounts where history of the account is available or an estimated amount provided by the municipality before payment due date until the matter is resolved.
23.4. The municipality or its authorised agent will register the query or complaint and provide the customer with a reference number.
23.5. The municipality or its authorised agent: -
(a) Shall investigate or cause the query or complaint to be investigated; and
(b) Must inform the customer, in writing, of its finding within one month after the query or complaint was registered.

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

24. **APPEAL AGAINST FINDING OF MUNICIPALITY IN TERMS OF SECTION 62 OF THE ACT.**

24.1. A customer may appeal in writing against a finding of the municipality **in terms of Section 62 of the Act.**

24.2. An appeal in terms of subsection (24.1) **shall** be made in writing and lodged with the municipality within 21 days **of the date of notification of the decision from the municipality and shall set out reasons for the Appeal.**

PART 6: ARREARS

25. **INTEREST / PENALTY CHARGES ON OUTSTANDING ACCOUNTS**

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

25.1 Charge interest/penalty as specified in the tariff of charges from time to time.

25.2 Recover 10% collection charges as determined in the tariff of charges:

- (a) On all **annual** arrear rate accounts not paid within sixty (60) days of final due date.
- (b) On all arrear monthly rate account not paid as of the 30th June each year.

25.3 Once the debt is handed over for collection to charge all costs incurred in the debt collection including any collection commission (if applicable).

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

26. **DEBT COLLECTION**

26.1. Where an account rendered to a customer remains outstanding for more than 60 (sixty) days the municipality or its authorised agent may: -

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

26.2. A customer will be liable for any legal fees, cheque costs, postal charges, administration fees, costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit, as may be determined by the Municipality from time to time.

PART 7: ARRANGEMENT FOR THE PAYMENT OF ARREARS**27. ARRANGEMENT**

- 27.1. A customer may enter into an arrangement with the Municipality for the repayment of an arrear account by concluding:
- (a) An acknowledgement of debt.
 - (b) A consent to judgment.
 - (c) An emolument attachment order.
- 27.2. A customer shall be charged interest on an arrear account at the prescribed rate of interest.
- 27.3. Customers with electricity service accounts in arrears shall consent to the conversion of the electrical meter to a prepaid meter. The cost of such prepaid meter shall be paid in full before reconnection.
- 27.4. The municipality or its authorised agent shall require a customer to first pay its current account before entering into an agreement to pay the arrears as set out in clause 27.1 above.
- 27.5. The municipality reserves the right to:
- 27.5.1. Raise the security deposit requirement of such customer who enters into an agreement in terms of clause 27.1. above, and
 - 27.5.2. Demand that a Deed of Suretyship be completed.

28. COPY OF AGREEMENT TO CUSTOMER

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

29. FAILURE TO HONOUR ARRANGEMENT

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

- 29.1. Disconnect the customers electricity service, subject to the provisions of section 4.3.7 of nersa. 047-1-1999 issued by the National Electricity regulator as amended from time to time.
- 29.2. Legal action for the recovery of the arrears; and
- 29.3. Hand the customer's account over a debt collector or an attorney for collection.

30. RE-CONNECTION OF SERVICES

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

- 30.1. The arrears, any interest thereon, administration fees, legal costs and any other costs and any penalties, including payment of higher deposit, are paid in full; or
- 30.2. In addition to any payments referred to in subsection 30.1. the customer shall pay the standard re-connection fee as determined by the municipality from time to time, prior to the reconnection.

31. RECOVERY THROUGH PREPAID METERS

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

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

- 32.1. The provisions of Chapter 3 shall apply in respect of the recovery of assessment rates.
- 32.2. All assessment rates due by owners are payable by fixed date as determined by the municipality in its credit control and debt collection policy.
- 32.3. Joint owners of property shall be jointly and severally liable for payment of assessment rates.
- 32.4. Assessment rates shall be levied in equal monthly instalments. When levied in equal monthly instalments the amount payable shall be included in the municipal account.
- 32.5. A property owner remains liable for the payment of assessment rates included in municipal accounts, notwithstanding the fact that: -
- (a) The property is not occupied by the owner thereof; and/or
 - (b) The municipal account is registered in the name of a person other than the owner of the property.
 - (c) The furnishing of an incorrect address.

33. MUNICIPAL CLEARANCE CERTIFICATES

- 33.1. Application for a municipal clearance certificate for the purpose of effecting transfer of a property shall be made by the conveyancing attorney in terms of the prescribed procedure as set out in the Credit Control and Debt Collection Policy.
- 33.2. The assessment shall remain valid for a period of sixty (60) days.

34. DEFAULT IN PAYMENT OF MONTHLY INSTALMENTS

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

CHAPTER 4**PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS****35. QUALIFICATION FOR REGISTRATION AS INDIGENT CUSTOMER**

Customers shall qualify to be registered as an indigent if the combined gross income of all occupants of the household over the age of 18 years is less than that amount determined by the municipality from time to time.

36. CREDIT CONTROL POLICY

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

37. APPLICATION FOR REGISTRATION

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

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

- (a) Documentary proof of income, such as a letter from the customer employer, a salary advice, a pension card, unemployment fund card; or
- (b) An affidavit declaring unemployment or income; and
- (c) The customer's latest municipal account in his/her possession; and
- (d) A certified copy of the customer's identity document; and
- (e) The names and identity numbers of all occupants and their dependants 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 is true and correct.

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

38. APPROVAL OF APPLICATION

38.1. The municipality or its authorised agent may send authorised 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.

- 38.2. An application shall be approved for a period of 12 months only. Subsidies will be forfeited if the applicant fails to submit proof of income or re-apply for the subsidy

39. CONDITIONS

The municipality or its authorised agent may upon approval of an application or any time thereafter install a pre-payment electricity meter for the indigent customer where electricity is provided by the municipality or its authorised agent when implemented.

40. APPLICATION EVERY 12 MONTHS

- 40.1. An indigent customer must re-apply for indigent support every 12 months, failing which the assistance will cease automatically.
- 40.2. The provisions of section 40 and 41 of these bylaws shall apply to any application in terms of subsection (1)
- 40.3. The municipality or its authorised agent cannot guarantee a renewal for indigent support.

41. SUBSIDISED SERVICES FOR INDIGENT CUSTOMERS

- 41.1. The Municipality may annually, as part of its budgetary process, determine the municipal services and levels thereof which will be subsidised in respect of indigent customers in accordance with national policy, but subject to principles of sustainability and affordability.
- 41.2. The Municipality will in the determination of municipal services which will be subsidised for indigent customers give preference to subsidising at least the following services:
- (a) Refuse removal services to a maximum of one removal per household per week.
 - (b) All rates levied on properties of which the municipal value as determined in the rates policy provided that if, in the case of any property or category of properties, it is not feasible to value or measure such, property, the basis on which the property rates thereof shall be determined, shall be as prescribed by the Municipality.
- 41.3. The municipality must, when making a determination in terms of subsection (1) give public notice of such determination.
- 41.4. Public notice in terms of subsection (3) must contain at least the following:
- (a) The level or quantity of municipal service which will be subsidised
 - (b) The level of subsidy.
 - (c) The method of calculating the subsidy.

(d) Any special terms and conditions which will apply to the subsidy, not provided for in these bylaws.

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

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

42. FUNDING OF SUBSIDISED SERVICES

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

43. EXISTING ARREARS OF INDIGENT CUSTOMERS

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

43.1. Written off;

43.2. Applied as a surcharge to prepaid electricity coupons; or

43.3. **Recovered** through legal proceedings and/or extended term arrangements.

44. AUDITS

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

44.1. Verify the information provided by indigent customer;

44.2. Record any changes in the circumstances of indigent customers; and

44.3. Make recommendations on the de-registration of the indigent customer.

45. DE-REGISTRATION

45.1. Any customer who provides or provided false information in the application form and/or any other documentation and information in connection with the application shall automatically, without notice, be de-registered as an indigent customer from the date on which the municipality or its authorised agent became aware that such information is false.

45.2. An indigent customer must immediately request de-registration by the municipality or its authorised agent if his/her circumstances has changed to the extent that he/she no longer meet the qualifications.

- 45.3. An indigent customer shall automatically be de-registered if he does not meet the criteria as set out in the Debt and Credit Control Policy.
- 45.4. An indigent customer shall automatically be de-registered if an audit or verification concludes that the financial circumstances of the indigent customer has changed to the extent that he/she no longer meet the qualifications.

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

CHAPTER 5

BUSINESSES WHO TENDER TO THE MUNICIPALITY**46. PROCUREMENT POLICY AND TENDER CONDITIONS**

- 46.1. 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 stating that all relevant municipality accounts owing by the tenderer 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 the payments of arrears. To this end, copies of the municipality account and the identity documents of all directors, members or partners shall be required.
- 46.2. No tender shall be allocated to a person / contractor until suitable arrangement for the repayment of arrears, has been made. The tenderer must maintain arrangements and pay current installments as provided for in any contract with the Municipality.
- 46.3. Where payments are due to a contractor in respect of goods or services provided to the Council, any arrear amount owing to the Council shall be offset as a first charge against such payments as provided for in the contract with the Municipality.
- 46.4. **All tender documents shall contain a condition allowing the Municipality to deduct any moneys owing to the Municipality from contract payments.**

CHAPTER 6**UNAUTHORISED AND ILLEGAL SERVICES****47. UNAUTHORISED SERVICES**

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

48. ILLEGAL SERVICES

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

- 48.1. The electricity shall with immediate effect be disconnected.
- 48.2. The occupier/owner/developer jointly and severally shall pay a penalty as per the tariff of charges.
- 48.3. The occupier/owner/developer jointly and severally shall pay consumption charges.
- 48.4. The occupier/owner/developer jointly and severally shall pay interest on the consumption charges at the rate as determined by Council in the tariff of charges from time to time, from the date of disconnection to date of payment.

49. INTERFERENCE WITH INFRASTRUCTURE FOR THE PROVISION OF MUNICIPAL SERVICES

- 49.1. No person other than the municipality or its authorised agent shall manage, operate or maintain infrastructure through which municipal services are provided.
- 49.2. No person other than the municipality or its authorised agent shall effect a connection to infrastructure through which municipal services are provided.

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

- 50.1. No person shall prevent or restrict physical access to an infrastructure through which municipal services are provided.
- 50.2. If a person contravenes subsection (1), the municipality or its authorised agent may: -
- (a) By written notice require such person to restore access at his/her own expense within a specified period, or
 - (b) If it is of the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person.

51. ILLEGAL RE-CONNECTION

- 51.1. A person who illegally reconnects to a service, interferes with the infrastructure through which municipal services are provided, after such customers access to municipal services have been disconnected, such customers supply of electricity shall be immediately removed.
- 51.2. A person who re-connects to municipal services in the circumstances referred to in subsection 51.1 shall be liable for the cost associated with any consumption, notwithstanding any other actions which may be taken against such a person.

52. IMMEDIATE DISCONNECTION

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

CHAPTER 7**OFFENCES****53. OFFENCES AND PENALTIES**

Any person who: -

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

CHAPTER 8**DOCUMENTATION****54. SIGNING OF NOTICES AND DOCUMENTS**

A notice or document issued by the municipality in terms of these bylaws and signed by a staff member of the municipality or its authorised agent shall be deemed to be duly issued and must on its mere production be accepted by a court of law as evidence of that fact.

55. NOTICES AND DOCUMENTS

- 55.1. A notice or document issued by the municipality or its authorised agent in terms of these bylaws shall be deemed to duly authorised if an authorised agent signs it;
- 55.2. Any notice or other document that is served on an owner, customer or any other person in terms of these bylaws is regarded as having been served: -
- (a) If it has been delivered to that person personally;
 - (b) When it has been left at that person's place of residence, business or employment in the Republic with a person over the age of sixteen years;
 - (c) When it has been posted by registered or certified mail to that person's last known residential address or business in the Republic and an acknowledgement of posting thereof from the postal service is obtained;
 - (d) If that person's address in the Republic is unknown, when it has been served on that person's agent or representative in the Republic in the manner provided in sub-sections (c); or
 - (e) It has been posted in a conspicuous place on the property or premises, if any, to which it relates.
- 55.3. When any notice or other document must be authorised or served on the owner, occupier or holder of any property it is sufficient if that person is described in the notice or other document as the owner, occupier or holder of the property or right in question, and is not necessarily the name of that person.
- 55.4. In the case where compliance with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice.

56. AUTHENTICATION OF DOCUMENTS

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

57. PRIMA FACIE EVIDENCE

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

58. BAD DEBT PROVISION

The Municipality shall from time to time make provision for bad debts in the Credit Control and Debt Collection Policy.

59. DEBT COLLECTION PROCEDURE

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

CHAPTER 9**CUSTOMER CARE AND MANAGEMENT**

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

CHAPTER 10**GENERAL PROVISIONS****61. POWER OF ENTRY AND INSPECTION**

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

62. EXEMPTION

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

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

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

63. AVAILABILITY OF BYLAWS

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

63.2. The municipality or its authorised agent shall take reasonable steps to inform customers of the contents of the credit control and debt collection bylaws.

63.3. A copy of these bylaws shall be available for inspection at the municipal offices or at the offices of its authorised agent at all reasonable time.

63.4. A copy of the bylaws be obtained against payment of a fee as prescribed in the Municipality's tariff of charges from the municipality or its authorised agent.

64. CONFLICT OF LAWS

64.1. When interpreting a provision of these bylaws, any reasonable interpretation which is consistent with the purpose of the Act as set out in Chapter 9 on Credit Control and Debt Collection, must be preferred over any alternative interpretation which is inconsistent with that purpose.

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

65. SHORT TITLE AND COMMENCEMENT

- 65.1. These bylaws are called the Credit Control and Debt Collection bylaws of the Kwadukuza Municipality and takes effect on the date of promulgation of these bylaws.
- 65.2. The municipality may, by a resolution, determine that provisions of these bylaws, listed in the resolution, shall not apply in certain areas within its area of jurisdiction from a date specified in the notice.
- 65.3. Until any decision contemplated subsection (2) is taken, these bylaws are binding within the area of jurisdiction of the Municipality.

66. REPEAL OF BYLAWS

All Municipal Bylaws, and amendments thereto, relating to Credit control and debt collection made by the local authorities of Nkwazi/Zinkwazi Beach Transitional Local Council, KwaDukuza/ Stanger Transitional Local Council and Dolphin Coast Transitional Local Council, disestablished in terms of Provincial Notice No. 345 of 2000 in terms of section 12 of the Local Government: Municipal Structures Act, 1998: Establishment of Municipalities 9DC 29, KZ 291, KZ 292, KZ 293, KZ 294) as published on 19 September 2000, the Credit Control and Debt Collection Bylaws No. 65 of 2004, are hereby repealed.

**KWA DUKUZA MUNICIPALITY
APPLICATION FOR MUNICIPAL SERVICES**

Section ACDE - Domestic		Section BCDE – Business
Section BCDE – Close Corporation		

Section A: Domestic

1. Consumer Surname	
2. Full Names	
3. I D Number	
4. Occupation	
5. Employer/Business	
6. Proof of employment/income	
7. Marital status	

Unmarried	Married	In Community of Property
		Out Community of Property
		Customary Marriage

8. Full Names Spouse	
9. Occupation Spouse	
10. Employer Spouse	
11. Name and Address of Member of Family or Friend	
12.	
13.	
14. Home Telephone Number	
15. Work Telephone Number	
16. Cell Number	

Section B: Company Details

1. Business Name	
2. Business Registration No.	
3. ID Number – Owner (Natural Person) –Partner	

4. Name of Natural Person	
5. Business Telephone Number	
6. Cell Number	
7. Fax/E-mail	

Section C:	General
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1. Postal Address				Code:	
2. List of Other Accounts Held					
Name	Account Number				
Name	Account Number				
(iii) Name	Account Number				
3. Name of Bank					
4. Branch Code					
5. Account Number					
6. Previous Address And Account Number					
7. If tenant, where is rent paid					
		Total	Over 18	Under 18	
8. Number of people residing on property					
9. Occupies of stand other than family (rental, backyard, lodges, spaza, shops, taxis etc)					

Section D:	Service Particular
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1. Address where service is required			
2. Lot/Stand Number			
3. Date when services is required			
4. Services Applied for:			
Water			
Communal Standpipe	Yard Tap	House Connection	

Sewerage	
VIP	Water Borne

Electricity	
Prepaid	Credit Meter

Refuse Removal – Mandatory Service

5. Type of supply

Domestic	Commercial	Industrial	Educational	State	Agriculture

6. State whether any type of business activities to be conducted from residential address:

Yes No

7. Method of payment _____

CONSUMER/APPLICANT

DATE

Section E:	Declaration
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I hereby declare that I/we agree to the conditions of supply of the mentioned services as laid down in the bylaws of the Municipality and any other laws that are applicable.

I/we hereby accept the street address/stand number specified above as my own *Domicillium citandi et executand* address where I will accept an notice to be served.

I/we hereby tender a deposit/bank guarantee of R _____ and agree that this amount or any part thereof may be used to redeem unpaid accounts or any parts thereof and that the surplus if any be paid back to me/us.

I/we indemnify the Municipality against any losses which may occur due to claims instituted against the Municipality due to power failure, or justifiable discontinuation of services.

I/we accept the responsibility for the payment of attorney and client costs should be necessary for the Municipality to hand over outstanding amounts and the accounts as well as giving permission to be listed with the Credit Bureau.

I/we received a duplicate of this application form.

I/we hereby certify the information provided to be correct.

I/we declare that all payments due and payable by me in pursuance of this application shall promptly be paid by me on the due date.

I/we undertake to pay interest either as prescribed in terms of the ordinance or the rates act or any legal rate applicable.

SIGNATURE

DATE

NAME: _____

STATUS: _____

INDIGENT SUPPORT APPLICATION FORMS

1. MUNICIPAL ACCOUNT NUMBER
INOMBOLO YESIKWELETU SIKAMASIPALA
2. PRE-PAYMENT CARD METER NUMBER
INOMBOLO YEKHADI LIKAGESI

A PARTICULARS OF APPLICANT / IMINININGWANE YOMNIMUZI

DATE OF BIRTH LANGUAGE PREFERENCE
 USUKU LOKUZALWA ULIMI

IDENTITY NUMBER
 INOMBOLO KAMAZISI

SURNAME / ISIBONGO

FIRST NAMES / AMAGAMA

MARITAL STATUS /
 IZINGA NGOKOMSHADO

B IF MARRIED – PARTICULARS OF SPOUSE / UMA USHADILE – IMINININGWANE YOMLINGANI

DATE OF BIRTH LANGUAGE PREFERENCE
 USUKU LOKUZALWA ULIMI

IDENTITY NUMBER
 INOMBOLO KAMAZISI

SURNAME / ISIBONGO

FIRST NAMES / AMAGAMA

C ADDRESSES / AMAKHELI

POSTAL ADDRESS
 IKHELI NGOKWEBHOKISI LEPOSI

RESIDENTIAL ADDRESS/ERF NO.
 IKHELI LALAPHO UHLALA KHONA

HOUSE NO. / NOMBOLO YENDLU

TELEPHONE NUMBER
 INOMBOLO YOCINGO

D INCOME / IMALI ENGENA EKHAYA

EMPLOYER / UMQASHI

GROSS MONTHLY INCOME/
UMHOLO WENYANGAJOINT MONTHLY INCOME/
UMHOLO OHLANGANISIWE
WENYANGAANY OTHER SOURCE OF INCOME
(EG PENSION, ALLOWANCE ETC)**TOTAL INCOME****E DEPENDANTS WHO LIVE WITH YOU / ABONDLIWA NGUWE OHLALANABO**

	NAME AND SURNAME IGAMA NESIBONGO	SEX UBULILI	DATE OF BIRTH USUKU LOKUZALWA	EMPLOYER/SCHOOL IGAMA LESIKOLE NOMA UMQASHI
1				
2				
3				
4				
5				

ANY ADDITIONAL DEPENDANTS / BAKHONA YINI ABANYE
OBONDLAYO?

YES

NO

**F SUPPLY NAME, ADDRESSES & TELEPHONE NUMBER OF TWO FAMILY
MEMBERS NOT RESIDING WITH YOU.
SINIKE IGAMA, IKHELI, NOCINGO LWEZIHLOBO EZIMBILI ONGAHLALI NAZO**

NAME / IGAMA	RELATIONSHIP UBUHLOBO	ADDRESS / IKHELI	TELEPHONE / UCINGO

G GENERAL / NGOKUVULELEKILE

Are you acquainted to a welfare organization?
 Ikhona yini inhlango yezenhlalakahle ongaphansi kwayo?
 If so, which organization? Uma kunjalo iyiphi?

--

--

Who is the welfare officer? Igama lomsebenzi wayo?

--

H STATEMENT / ISITATIMENDE

I hereby confirm that the information in this form is true and correct and I understand that a false statement will make this application invalid and will disqualify me from any further assistance from the Council.

Ngiqinisekisa ukuthi yonke imininingwane engiyigcwalisile lyiqiniso futhi ilungile futhi ngiyaqonda ukuthi engikushilo okungamanga kuzokwenza isicelo sami singaphumeleli futhi ngingabe ngisamukeleka kunoma yiluphi olunye usizo engingalucela emkhandlwini.

SIGNATURE OF APPLICANT
ISIGINESHA YAKHO

DATE
USUKU

COUNCILLOR/DEVELOPMENT COMMITTEE
IKHANSELA / ILUNGA LEKOMIDI LEZENTUTHUKO YEWADI

I, the undersigned :

Identity number

Residing at

Hereby make oath and state as follows:

1.

I confirm that the information in this form is true and correct and I understand that a false statement will make this application invalid.

THUS done and signed at _____ on this ____ day of _____ 20__

DEPONENT

The Deponent having acknowledged that he/she:

- (a) Knows and understands the contents of this sworn affidavit.
- (b) Has no objection to taking the prescribed oath.
- (c) Deems the prescribed oath to be binding on his/her conscience.

Before Me:

COMMISSIONER OF OATHS

ADDRESS:

DESIGNATION:
