



KWAZULU-NATAL PROVINCE
KWAZULU-NATAL PROVINSIE
ISIFUNDAZWE SAKWAZULU-NATALI

Provincial Gazette • Provinsiale Koerant • Igazethi Yesifundazwe

(Registered at the post office as a newspaper) • (As 'n nuusblad by die poskantoor geregistreer)
(Irejistiwee njengephephandaba eposihhovisi)

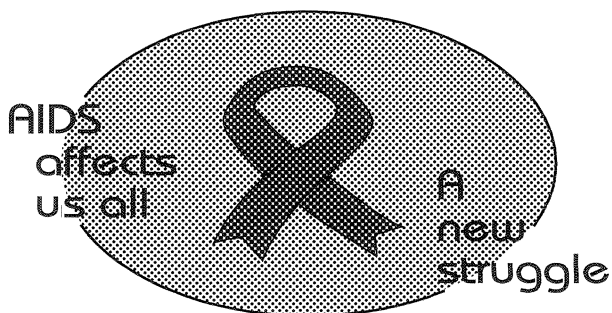
Vol. 5

PIETERMARITZBURG,

4 AUGUST 2011
4 AUGUSTUS 2011
4 kuNCWABA 2011

No. 612

We all have the power to prevent AIDS



**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes



IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

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IMPORTANT NOTICE

The
KwaZulu-Natal Provincial Gazette Function
will be transferred to the
Government Printer in Pretoria
as from 26 April 2007

NEW PARTICULARS ARE AS FOLLOWS:

Physical address:

Government Printing Works
149 Bosman Street
Pretoria

Postal address:

Private Bag X85
Pretoria
0001

New contact persons: Louise Fourie Tel.: (012) 334-4686
Mrs H. Wolmarans Tel.: (012) 334-4591

Fax number: (012) 323-8805

E-mail addresses: Louise.Fourie@gpw.gov.za
Hester.Wolmarans@gpw.gov.za

Contact persons for subscribers:

Mrs J. Wehmeyer Tel.: (012) 334-4734
Tel.: (012) 334-4753
Fax.: (012) 323-9574

This phase-in period is to commence from **26 April 2007**, which is the closing date for all adverts to be received for the publication date of **3 May 2007**.

Subscribers and all other stakeholders are advised to send their advertisements directly to the **Government Printing Works**, one week (five working days) before the date of printing, which will be a Thursday.

Payment:

- (i) Departments/Municipalities: Notices must be accompanied by an order and official letterhead, including financial codes, contact person and address of Department.
- (ii) Private persons: Must pay in advance before printing.

Advertising Manager

IT IS THE CLIENTS RESPONSIBILITY TO ENSURE THAT THE CORRECT AMOUNT IS PAID AT THE CASHIER OR DEPOSITED INTO THE GOVERNMENT PRINTING WORKS BANK ACCOUNT AND ALSO THAT THE REQUISITION/COVERING LETTER TOGETHER WITH THE ADVERTISEMENTS AND THE PROOF OF DEPOSIT REACHES THE GOVERNMENT PRINTING WORKS IN TIME FOR INSERTION IN THE PROVINCIAL GAZETTE.

No ADVERTISEMENTS WILL BE PLACED WITHOUT PRIOR PROOF OF PRE-PAYMENT.

$\frac{1}{4}$ page **R 229.40**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

**TAKE NOTE OF
THE NEW TARIFFS
WHICH ARE
APPLICABLE
FROM THE 1ST OF
JUNE 2011**

$\frac{1}{2}$ page **R 458.75**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

$\frac{3}{4}$ page **R 688.15**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

Full page **R 917.55**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt



REPUBLIC
OF
SOUTH AFRICA

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *KwaZulu-Natal PROVINCE* *PROVINCIAL GAZETTE*

COMMENCEMENT: 1 JUNE 2011

CONDITIONS FOR PUBLICATION OF NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. (1) The *KwaZulu-Natal Provincial Gazette* is published every week on Thursday, and the closing time for the acceptance of notices which have to appear in the *KwaZulu-Natal Provincial Gazette* on any particular Thursday, is **15:00 one week prior to the publication date**. Should any Thursday coincide with a public holiday, the publication date remains unchanged. However, the closing date for acceptance of advertisements moves backwards accordingly, in order to allow for 5 working days prior to the publication date.
- (2) The date for the publication of an **Extraordinary** *KwaZulu-Natal Province Provincial Gazette* is negotiable.
2. (1) Notices received **after closing time** will be held over for publication in the next *KwaZulu-Natal Provincial Gazette*.
- (2) Amendments or changes in notices cannot be undertaken unless instructions are received **before 10:00 on Fridays**.
- (3) Notices for publication or amendments of original copy can not be accepted over the telephone and must be brought about by letter, by fax or by hand. The Government Printer will not be liable for any amendments done erroneously.
- (4) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 2(2).

APPROVAL OF NOTICES (This only applies to Private Companies)

3. In the event where a cheque, submitted by an advertiser to the Government Printer as payment, is dishonoured, then the Government Printer reserves the right to refuse such client further access to the *KwaZulu-Natal Provincial Gazette* until any outstanding debts to the Government Printer is settled in full.

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—
 - (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

- (3) any editing, revision, omission, typographical errors, amendments to copies or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

5. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

COPY

6. Notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.

7. At the top of any copy, and set well apart from the notice, the following must be stated:

Where applicable

- (1) The heading under which the notice is to appear.
- (2) The cost of publication applicable to the notice, in accordance with the "Word Count Table".

PAYMENT OF COST (This only applies to Private Companies)

9. **With effect from 26 April 2007 no notice will be accepted for publication unless the cost of the insertion(s) is prepaid in CASH or by CHEQUE or POSTAL ORDERS. It can be arranged that money can be paid into the banking account of the Government Printer, in which case the deposit slip accompanies the advertisement before publication thereof.**
10. (1) The cost of a notice must be calculated by the advertiser in accordance with the word count table.
- (2) Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the **Advertising Section, Government Printing Works, Private Bag X85, Pretoria, 0001 [Fax: (012) 323-8805], before publication.**
11. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or by cheque or postal orders, or into the banking account.

12. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*
13. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the Word Count Table, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

14. **Copies of the *KwaZulu-Natal Provincial Gazette* which may be required as proof of publication, may be ordered from the Government Printer at the ruling price.** The Government Printer will assume no liability for any failure to post such *KwaZulu-Natal Provincial Gazette(s)* or for any delay in despatching it/them.

GOVERNMENT PRINTERS BANK ACCOUNT PARTICULARS

Bank:	ABSA
	BOSMAN STREET
Account No.:	4057114016
Branch code:	632-005
Reference No.:	00000006
Fax No.:	(012) 323 8805

Enquiries:

Mrs. L. Fourie	Tel.: (012) 334-4686
Mrs. H. Wolmarans	Tel.: (012) 334-4591

MUNICIPAL NOTICE

The following notices are published for general information.

Onderstaande kennisgewings word vir algemene inligting gepubliseer.

300 Langalibalele Street
Pietermaritzburg
4 August 2011

MR N.V.E. NGIDI
Director-General

Langalibalelestraat 300
Pietermaritzburg
4 Augustus 2011

MNR. N.V.E. NGIDI
Direkteur-generaal

Izaziso ezilandelayo zikhishelwe ulwazi lukawonkewonke.

300 Langalibalele Street
Pietermaritzburg
4 kuNcwaba 2011

MNU. N.V.E. NGIDI
Umqondisi-Jikelele

No. 85**4 August 2011****NOTICE****MUNICIPAL NOTICE NO: 78/2011****CREDIT AND DEBT CONTROL BY-LAWS**

Be it enacted by the Council of the AbaQulusi Municipality, in terms of section 166(2) of the Constitution, 1996, read with section 11(3)(m) of the Local Government Municipal Systems Act, 2000 (Act No 32 of 2000), as follows:

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BE NTANZI

MUNICIPAL MANAGER

PO BOX 57, VRYHEID 3100

CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION BY-LAWS**DEFINITIONS AND MISCELLANEOUS PROVISIONS****Definitions**

1. For the purpose of these by-laws, any word or expressions to which a meaning has been assigned in the Act shall bear the same meaning in these by-laws, and unless the context indicates otherwise –
 - “**Act**” means the Local Government: Municipal Systems Act, 2000 (Act No 32 of 2000), as amended from time to time;
 - “**authorised officer**” is any person in the service of the Municipality charged with the necessary authority to perform certain actions on behalf of the Municipality
 - “**equipment**” includes a building, structure, pipe, pump, wire, cable, meter, machine or any fitting
 - “**billing**” means proper and formal notification by means of a statement of account to persons liable for monies levied for assessment rates and other taxes and the charges or the fees for municipal services and indicating the net accumulated balance of the account
 - “**council**” is the municipal council of the AbaQulusi Municipality
 - “**credit control and debt collection**” means the functions relating to the collection of any monies due and payable to the Municipality
 - “**customer**” means any occupier of any premises to which the Municipality has agreed to supply or is actually supplying services, or if there is no occupier, the owner of the premises
 - “**customer care**” means focusing on the client’s needs in a responsible and proactive way to encourage payment and to create a positive and reciprocal relationship between persons liable for the payment of services and the Municipality, and when applicable, a service provider, thereby limiting the need for enforcement, as far as practicably possible

"defaulter" means a person owing the Municipality money in respect of taxes and/or services rendered after the final date of payment

"chief financial officer" means a person appointed by the Council to manage the Council's financial administration

"interest" constitutes a levy equal in legal priority to service levies and is calculated on all amounts in arrears in respect of annual levies or service charges, at a standard rate equal to an interest rate one per cent higher than the interest rate the Council has to pay its bank in respect of an overdraft

"municipal account" shall include levies or charges in respect of the following services and taxes:

- (a) electricity consumption
- (b) water consumption
- (c) refuse removal
- (d) sewerage services
- (e) rates
- (f) interest
- (g) surcharge
- (h) collection fees
- (i) housing rentals and installments
- (j) miscellaneous and sundry charges

"Municipal Manager" means the person appointed by the Municipal Council as the Municipal Manager of the Municipality in terms of Section 82 of the Local Government Structures Act, 1998 (Act 117 of 1998), and also includes any person:

- (a) acting in such position; and
- (b) to whom the Municipal Manager has delegated a power, function or duty;

"occupier" means any person who occupies any premises or part thereof, without any regard to the title under which he or she so occupies

"owner" means -

- (a) the person in whom the legal title to the premises is vested
- (b) in a case where the person in whom the legal title is vested is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the administration of and control of such premises is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative
- (c) in any case where the Council is unable to determine the identity of such person, a person who is entitled to the benefit of such premises or a building thereon
- (d) in the case of premises for which a lease of 30 years or more has been entered into, the lessee thereof
- (e) in relation to -

- (i) a piece of land delineated on a sectional plan registered in terms of the Sectional Titles Act 1986, (Act 95 of 1986), and without restricting the above provisions, the developer or the body corporate in respect of the common property; or
 - (ii) a section as defined in such Act, the person in whose name such section is registered under a sectional title deed, including the lawfully appointed representative of such person
 - (f) any legal person including but not limited to:
 - (i) a company registered in terms of the Companies Act, 1973 (Act 61 of 1973), Trust *inter vivos*, Trust *mortis causa*, a closed corporation registered in terms of the Closed Corporations Act, 1984 (Act 69 of 1984), and a Voluntary Association
 - (ii) any government department
 - (iii) any council or board established in terms of any legislation applicable to the Republic of South Africa
 - (iv) any Embassy or other foreign entity
 - (g) owned by a council and which has been disposed of, but which has not been transferred to the person to whom it has been disposed of, from the date of the disposition concerned, such person; and
 - (h) owned by or under the control or management of a 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 immovable property
- "premises"** includes any piece of land, the external surface boundaries of which are delineated on -
- (a) a general plan or diagram registered in terms of the Land Survey Act, 1927 (Act 9 of 1927), or in terms of the Deeds Registry Act, 1937 (Act 47 of 1937); or
 - (b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act 95 of 1986), which is situated within the area of jurisdiction of the Municipality

Signing of Notices and Documents

- 2.1** A notice or document issued by the Municipality in terms of this by-law and signed by an official of the Municipality shall be deemed to be duly issued and shall, on its mere production, be accepted by a court as evidence of that fact.

Authentication of Documents

- 3(1)** Every order, notice or other document requiring authentication by the Municipality shall be deemed to be sufficiently authenticated if signed by the Municipal Manager or by a duly authorised officer of the Municipality; such authority being conferred by a resolution of council or by a regulation
- (2)** Delivery of a copy of such document shall be deemed to be delivery of the original

Full and Final Settlement of an Amount

- 4(1) The chief financial officer may appropriate any monies received in respect of any municipal services as he/she deems fit
- (2) Where the amount due and payable to the Municipality has not been paid in full, any lesser amount tendered to and accepted by any municipal employee shall not be deemed to be in final settlement of such an amount
- (3) The provisions in 4(2) above shall prevail, notwithstanding the fact that such lesser payment was tendered and/or accepted in full settlement
- (4) The chief financial officer or his or her delegate shall consent in writing before the lesser amount can be accepted as full settlement for the amount owing

Interest Charges/Surcharge Levies

- 5(1) The chief financial officer shall charge and recover interest/surcharges in respect of any arrears due and payable to the Municipality

Prima Facie Evidence

- 6(1) In legal proceedings instituted by the Municipality, a certificate reflecting the amount due and payable to the Municipality, signed by the Municipal Manager, or suitably qualified municipal official authorised by the Municipal Manager, shall upon mere production thereof be accepted by any court of law as *prima facie* evidence of the indebtedness of that amount

POWER OF MUNICIPALITY TO RECOVER COSTS**Dishonoured Payments**

- 7.1 Where any payment made to the Municipality by negotiable instrument is later dishonoured by a bank, the chief financial officer may levy all related costs against the account of the defaulter. Following successive dishonoured payments, the relevant instrument may be refused by the chief financial officer or his/her proxy

Cost of Collection and Service Fees

- 8.1 All costs of legal process, including interest, penalties, service discontinuation costs and costs associated with consumer care or credit control, where ever applicable, are for the account of the debtor.

Cost Incurred in Reminding Debtors of Arrears

- 9.1 A charge may be levied against the account of a debtor at a rate determined by council from time to time in respect of any action taken in demanding payment from a debtor or reminding a debtor, whether by means of telephone, fax, e-mail, letter or otherwise, that his or her payments are in arrears

Disconnection and Reconnection Fees

- 10(1) Where any service appears on the disconnection list for disconnection as a result of non-compliance with this by-law by the person liable for the payments, the chief financial officer shall levy and recover the standard disconnection fee as determined by the council from time to time, irrespective of whether the service has been disconnected/terminated or not
- (2) Where any service appears on the reconnection list to be reconnected, after the person liable for the payment of the service has paid the full outstanding account or made a satisfactory arrangement for the payment thereof, or has applied for a new service, the chief financial officer must levy and recover the standard re-connection fee, as determined by the Council from time to time

Accounts

- 11(1) The chief financial officer may, in respect of accounts of the Municipality, take any steps contemplated in Section 102(1) of the Act

SERVICE AGREEMENTS AND GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL SERVICES**Provision of Services to New Customers**

- 12(1) No services shall be supplied to new applicants unless and until application for such services has been made and a service agreement has been entered into between the applicant and the Municipality and an amount equal to the amount fixed by the council from time to time, in full cash, has been deposited as security

Provision of Services to Defaulters

- 13(1) No supply of services to previous defaulters shall be rendered unless and until application has been made and a service agreement has been entered into between the applicant and the Municipality and a cash deposit as security equal to an amount determined by Council from time to time, has been paid. Should monies be outstanding in respect of previous agreements, the applicant must settle such monies in full or conclude an acceptable installment payment agreement before such services will be rendered

General Terms and Conditions for the Provision of Municipal Services

- 14(1)** The general terms and conditions for the supply of municipal services set out in Council's policy document, shall apply to the provision of municipal services to customers

New Applications and Deposits by Existing Customers

- 15(1)** Existing municipal customers may be required by the Municipal Manager to enter into new service agreements and to deposit moneys as contemplated in Sections 12 and 13 or submit guarantees

Notice of Intension to Terminate the Service Agreement

- 16(1)** The municipality and consumer must give written notice of intension to terminate the service agreement

Failure to Comply with a Request to Enter into a Service Agreement or to Make a Deposit

- 17(1)** If a consumer of municipal services fails or refuses to comply with a request to enter into a new service agreement or to make a deposit as contemplated in Sections 13 and 14, any municipal service to such consumer may be terminated until the required agreement has been entered into and the deposit paid in full
- (2) The consumer will also be liable for services already used, costs incurred and any other further cost resulting from the collection from service fees and cost incurred

COLLECTION OF ARREARS**Power to Restrict or Terminate Supply of Services**

- 18(1)** An authorised officer or any duly appointed agent may, at the request of the Municipal Manager or his/her delegate, restrict, disconnect or terminate the supply of water and electricity or discontinue any other service to any premises whenever a user of any service:
- (a) fails to make full payment on the final date of payment or fails to make acceptable arrangements for the repayment in installments of the municipal account
 - (b) fails to comply with the conditions of the provision of services, as imposed by the Municipality
 - (c) obstructs the effective supply of electricity, water or any other municipal service to another customer or allows such supply to be obstructed
 - (d) supplies such municipal service to a customer who is not entitled thereto or permits such service to continue
 - (e) causes a situation which, in the opinion of the municipal engineer, is dangerous or constitutes a contravention of any relevant legislation

- (f) in any way bridges the supply of previously disconnected services or allows such supply to be bridged
 - (g) is placed under provisional sequestration, liquidation or judicial management, or has been declared insolvent in terms of the Insolvency Act, 1936 (No 24 of 1936)
 - (h) is subject to an administration order granted in terms of Section 74 of the Magistrates Court Act, 1944 (Act 32 of 1944), in respect of such user
- (2) An authorised officer or any duly appointed agent shall have the power to reconnect or restore full levels of supply of any of the restricted or discontinued services on the instruction of the chief financial officer after the full amount outstanding, including the costs of such disconnection and reconnection, if any, have been paid in full or arrangements have been made in terms of the Municipality's Customer Care, Credit Control and Debt Collection Policy
- (3) The authority of an authorised officer or any duly appointed agent to restrict water to any premises or customer shall be subject to the provisions of section 4 of the Water Services Act, 1997 (Act 108 of 1997), this by-law and the service agreement entered into between the consumer and the Municipality
- (4) The right of the Municipality to discontinue the provision of electricity to any consumer shall be subject to the provisions of the Electricity Act, 1987 (Act No 41 of 1987), this by-law and the service agreement entered into between the consumer and the Municipality
- (5) The right of the Municipality to restrict, disconnect or terminate any services due to non-payment for any other service or assessment rates shall be valid in respect of any service rendered by the Municipality and shall also prevail, notwithstanding the fact that payment has purportedly been made in respect of any specific service, notwithstanding the fact that the person who entered into agreement for supply of services with the Municipality and the owner are different entities or persons, as the case may be

Municipality's Right of Access to Premises

- 19(1) The Municipality may exercise its right of access to premises in terms of Section 101 of the Act through its authorised officer or agent of the Municipality authorised thereto in writing by any of the aforementioned officials after the written authority has been presented to the consumer or owner

Arrangements to Pay Outstanding and Due Amounts in Consecutive Installments

- 20(1) The chief financial officer may enter into a written agreement with a consumer to repay any outstanding and due amounts under the following conditions:
- (a) the outstanding balance, collection costs and any interest shall be paid in regular and consecutive monthly installments on or before the final date of payment
 - (b) the written agreement has to be approved and signed by both the consumer and an authorised officer on behalf of the Municipality

- (2) Should any dispute arise as to the amount owing by an owner or consumer in respect of municipal services, the owner or consumer shall, notwithstanding such dispute, proceed to make regular minimum payments based on the calculation of the average municipal account of the owner/consumer for the preceding three months or the similar usage in the same period in the preceding year prior to the arising of the dispute, taking into account interest and collection costs as well as the annual amendments of tariffs of the Municipality.

Reconnection of Services

- 21(1) The chief financial officer or his/her proxy shall authorise any reconnection of services or reinstatement of service delivery after satisfactory arrangements for payment of amounts in arrear have been made according to the Municipality's Customer Care, Credit Control and Debt Collection Policy

INDIGENT SUPPORT

Indigent Consumers

- 22(1) Indigent consumers who qualify for support in terms of the Municipality's Indigent Policy shall apply in writing by completing, signing and submitting of the prescribed form
- (2) The Conditions of subsidies to poor households, as determined by Council from time to time, shall be attached to the application for subsidies for poor households and shall apply to all households that qualify for such subsidy
- (3) An authorised municipal official or any legally pointed agent shall counter-sign the application and attest that the consequences of the declaration made by the applicant were properly explained to him/her and that he/she indicated that:
- (a) the contents of the declaration was understood; and
 - (b) that, if the statement were found to be untrue, he/she would automatically be disqualified from receiving any subsidy and would also be liable for the immediate repayment of any subsidy received and may have criminal proceedings instituted against him/her
- (4) The chief financial officer shall ensure that regular random *on-site* audits are carried out by authorised municipal officials or any duly appointed agents to verify the information supplied by applicants on application forms, by visiting the properties occupied by the households receiving support for the poor and by gathering the relevant information by completing the prescribed form

ASSESSMENT RATES AND ANNUAL SERVICE LEVIES

Amount Due in Respect of Assessment Rates and Annual Service Levies

- 23(1) All assessment rates and annual service levies due by property owners are payable on the final date of payment

- (2) Joint owners of property shall be jointly and severally liable for payment of assessment rates and annual service levies
- (3) Property rates must be paid monthly over a maximum period of twelve months at no interest cost

Claim on Rental for Payment of Assessment Rates and Annual Service Levies in Arrears

- 24(1)** The Municipal Manager or his/her proxy may apply to Court for the attachment of any rent, that is or may become due in respect of rateable property, to cover in part or in full any amount outstanding in respect of assessment rates and annual service levies for a period longer than three months after the fixed date

Liability of Company Directors for Payment of Assessment Rates and Annual Service Levies

- 25(1)** Where a company, trust, close corporation or a body corporate in terms of the Sectional Titles Act, 1986 (Act 95 of 1986) is responsible for the payment of any arrears to the Municipality, the liability for the payment of such amounts shall be extended to the directors, trustees or members of the body corporate jointly and/or severally, as the case may be

Disposal of Municipality's Property and Payment of Assessment Rates and Annual Service Levies

- 26(1)** The purchaser of municipal property is *pro rata* liable for the payment of assessment rates and annual service levies on the property as from the date of the signing of the purchase agreement or from the date of registration in the name of the purchaser in respect of the financial year in which the purchaser becomes the new owner, in terms of the provision of the purchase agreement
- (2) In the event that the Municipality repossesses the property, any outstanding in respect of assessment rates shall be recovered from the purchaser

Assessment Rates and Annual Service Levies Payable on Municipal Property

- 27(1)** The lessee of municipal property is responsible for payment of any general assessment rates and annual service levies payable on the property for the duration of the lease, as if the lessee were the owner of such property
- (2) Council may suspend the condition contained in 27(1) in certain cases
- (3) The chief financial officer shall have the power to include the assessment rates and annual service levies in respect of municipal property in the rent payable by the lessee, instead of billing it separately as in the case of owners of properties

PROVISION IN RESPECT OF THE PAYMENT OF ACCOUNTS

Fees

- 28(1)** Tariffs are determined by the Council in terms of Section 75(a) of the Local Government: Municipal Systems Act, Act 32 of 2000, or any other valid legislation in this regard
- (2) The fees as determined by the Council are due and payable by the customer to whom a service is provided or, should he or she default on payment, by the owner of the fixed property
- (3) Where fixed property, or a section thereof which is occupied separately, is separately serviced, the minimum fees as determined by the Council shall be payable by the occupier or, should he or she default on payment, by the owner in respect of such fixed property or section thereof that is occupied separately

Payment of Accounts

- 29(1)** The amount payable to the Council in respect of rates and/or services rendered shall be payable on or before 15:00 on the last date of payment, failing which interest and collection costs shall be levied on such monies
- (2) Payment, excluding payments made at Council's offices, such as bank deposits and electronic transfers directly deposited into the Council's bank account, shall be deemed to have been received before 15:00 if the transaction is reflected on the Council's bank account on the last date of payment
- (3) Payments received by agents appointed to receive payments on behalf of the Council, shall be deemed to have been received before 15:00 on the last date of payment if such transactions are received by the Council from the relevant agent on the morning following the last date of payment
- (4) The fact that an account does not reach a consumer shall not exempt him/her from making a payment on or before the last date of payment
- (5) If the correctness of an account is queried, the consumer must pay the average consumption over the last three months until the dispute has been examined and settled
- (6) If an account is not settled on the last date of payment, the provisions of Section 19 shall apply

DIFFERENTIATION

Power to differentiate between different categories of rate payers

- 30(1)** The Municipality may differentiate between different categories of ratepayers, users of services, customers, debtors, taxes, services, service standards and other matters

Conditions for differentiation

- 31(1)** Any such differentiation intended in Section 29 shall be upon such conditions as the Council may deem fit to impose, if it is of the opinion that the application or operation of that provision in that instance would be unreasonable

MIXED PROVISIONS**Reporting of defaulters**

- 32(1)** The Municipal Manager or his proxy may, at his or her discretion, report any debtors who owe the Municipality monies to bodies, such as credit bureaus, that collate and keep such information. The information to be included in such a report shall be the available personal information on the defaulter, or in the event of a legal person, the available statutory details, including information pertaining to the responsible officer of such legal person

Repeal of by-laws

- 33(1)** The provisions of any by-law of the Municipality relating to the control of credit and debt collection, are hereby repealed insofar as they deal with matters that are regulated in these by-laws and those provisions are in conflict with any provision contained in these by-laws

Offences

- 34(1)** Any person who –
- (a) fails to give access required by an authorised officer or duly appointed agent in terms of this by-law
 - (b) obstructs or hinders an authorised officer or duly appointed agent in the exercising of his/her powers, functions or duties under this by-law
 - (c) illegally uses or interferes with municipal equipment or wastes the services supplied
 - (d) tampers or breaks any seal on a meter or on any equipment belonging to the Municipality or in any way causes a meter not to properly register the services used or allows such tampering, breakage or action that causes a meter not to register properly
 - (e) fails or refuses to give an authorised officer or duly appointed agent of the Municipality such information as may reasonably be required for the purpose of exercising the powers or functions under these by-laws or gives such an officer or agent false or misleading information, knowing it to be false or misleading
 - (f) contravenes or fails to comply with a provision of this by-law
 - (g) fails to comply with the terms of a notice served upon him/her in terms of the provisions of these by-laws

- (2) Shall be guilty of an offence and liable upon conviction for community service for a period not exceeding six months or a fine not exceeding R20 000 or a combination of the aforementioned
- (3) Any person convicted for contravening subsection (1)(d) shall be charged for usage of the service concerned, estimated by the chief financial officer based on the estimated average usage of such service, to be determined as stated in Section 21(b), as well as for the cost of the repair or replacement of the service.

Conflicting laws

- 35(1) This by-law recall any proceeding credit control and debt collection by-law promulgated
- (2) When interpreting a provision of these by-laws, any reasonable interpretation which is consistent with the purposes of the Act as set out in Chapter 9, on customer care, credit control and debt collection shall be preferred over any alternative interpretation that is inconsistent with the purposes contained in the Act
- (3) If there is any conflict between the provisions of these by-laws and any other by-laws of the Municipality, the provisions of these by-laws shall prevail

Short Title

- 36. These by-laws are called the ***Customer Care and Management, Credit Control and Debt Collection By-laws: Municipality of AbaQulusi***

BE NTANZI
Municipal Manager
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