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Waalstraat 7, Kaapstad 8001.)

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SWARTLAND MUNICIPALITY**CREDIT CONTROL AND DEBT COLLECTION BY-LAW
REVIEWED AND AMENDED MARCH 2019****PREAMBLE**

Under section 156 of the Constitution of the Republic of South Africa, 1996 ("the Constitution"), Swartland Municipality enacts as follows—

WHEREAS section 95 of the Local Government: Municipal Systems Act 32 of 2000 ("the Act") requires a municipality to:

- (a) establish a sound customer management system;
- (b) establish mechanisms for users of services and ratepayers to give feedback to the municipality regarding the quality of services;
- (c) take reasonable steps to ensure that users of services are informed of the costs involved in service provision, the reasons for the payment of service fees, and the manner in which monies raised from services are utilised by the municipality;
- (d) take reasonable steps to ensure accurate readings of consumption of services;
- (e) ensure that persons liable for the payment of services receive regular and accurate accounts that indicate the basis on which such services have been calculated;
- (f) provide accessible mechanisms by which persons can query and verify accounts and metered consumption, as well as appeal procedures which allow such persons to receive prompt redress for inaccurate accounts;
- (g) provide accessible mechanisms for dealing with complaints, ensuring prompt replies and corrective action by the municipality;
- (h) provide mechanisms to monitor the response time in dealing with complaints as set out in (g) above; and
- (i) provide accessible pay points and other mechanisms for settling accounts or for making prepayments for services;

AND WHEREAS section 96 of the Act requires a municipality to:

- (a) collect all money that is due and payable; and
- (b) for the above-mentioned purpose must adopt, maintain and implement a credit control and debt collection policy;

AND WHEREAS section 97 of the Act requires the debt policy to provide for:

- (a) credit control procedures and mechanisms;
- (b) debt collection procedures and mechanisms;
- (c) indigent debtors;
- (d) realistic targets;
- (e) interest on arrears;
- (f) extended time for payment of accounts;
- (g) termination and/or restriction of services while payments are in arrears;
- (h) measures in case of unauthorised consumption of services, theft and damages; and
- (i) any other matters that may be prescribed by regulation under section 104 of the Act.

SWARTLAND MUNISIPALITEIT**VERORDENING INSAKE KREDIETBEHEER EN SKULDINVORDERING****AANHEF**

Ingevolge artikel 156 van die Grondwet van die Republiek van Suid-Afrika, 1996 ("die Grondwet") bepaal Swartland Munisipalteit soos volg—

AANGESEN artikel 95 van die Wet op Plaaslike Regering: Munisipale Stelsels 32 van 2000 ("die Wet") munisipalteite vereis om:

- (a) 'n gesonde klantebestuurstelsel in te stel;
- (b) meganisme in te stel vir gebruikers van dienste en belastingbetalers om aan die munisipalteit terugvoering te gee oor die gehalte van dienste;
- (c) redelike stappe te neem om te verseker dat gebruikers van dienste ingelig word oor die koste betrokke by diensverskaffing, die redes waarom dienstegelde betaal moet word, en die wyse waarop die munisipalteit gelde wat uit dienste verkry word, aanwend;
- (d) redelike stappe te neem om te verseker dat die verbruik van dienste akkuraat gemeet word;
- (e) te verseker dat persone wat vir betalings aanspreeklik is, gerealde en akkurate rekeninge ontvang wat die grondslag aandui waarop die verskuldigde bedrae bereken word;
- (f) toeganklike meganisme vir daardie persone te voorsien om rekeninge en gemete verbruik te bevraagteken of te verifieer, asook appèlprosedures wat dit vir sodanige persone moontlik maak om spoedige regstelling van onakkurate rekenings te ontvang;
- (g) toeganklike meganisme te voorsien vir die hantering van klagtes vanaf sodanige persone, tesame met spoedige antwoorde en regstellende optrede deur die munisipalteit;
- (h) meganisme te voorsien om die reaksietyd en doeltreffendheid by die hantering van klagtes soos in (g) hier bo te moniteer; en
- (i) toeganklike betaalpunte en ander meganisme te voorsien vir die vereffening van rekeninge of die maak van voorafbetaalings vir dienste;

EN AANGESEN artikel 96 van die Wet munisipalteite verplig om:

- (a) alle gelde in te vorder wat aan die munisipalteit verskuldig en betaalbaar is; en
- (b) vir die doel in (a) hier bo 'n kredietbeheer-en-skuldinvorderingsbeleid aan te neem, in stand te hou en te implementeer;

EN AANGESEN artikel 97 van die Wet vereis dat die kredietbeheer-en-skuldinvorderingsbeleid vir die onderstaande voorsien:

- (a) kredietbeheerprosedures en -meganisme;
- (b) skuldinvorderingsprosedures en -meganisme;
- (c) hulpbehoewende skuldenaars;
- (d) realistiese betaaldoelwitte;
- (e) rente op agterstallige gelde;
- (f) uitgestelde tyd vir die betaling van rekeninge;
- (g) beëindiging of beperking van dienste terwyl betalings agterstallig is;
- (h) aangeleenthede betreffende die ongemagtige verbruik van dienste, asook diefstal en skade; en
- (i) enige ander aangeleenthede wat ingevolge artikel 104 van die Wet by regulasie voorgeskryf mag word.

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SCHEDULE: CREDIT CONTROL AND DEBT COLLECTION POLICY**1. Definitions**

In this by-law, the English text prevails in the event of any conflict with the Afrikaans text; and, unless the context indicates otherwise:

account includes levies, surcharges, service charges and availability charges in respect of the following services—

- (a) electricity supply,
 - (b) water supply,
 - (c) refuse removal,
 - (d) sewerage services,
 - (e) rates,
 - (f) rental,
 - (g) loan instalments,
 - (h) interest on arrears, and
- (i) any other levies and monies due and payable to the Municipality;

and **municipal account** has a corresponding meaning;

Act means the Local Government: Municipal Systems Act 32 of 2000;

arrears means any amount due and payable to the Municipality which has not been paid on or before the date of payment;

availability charges means charges that may be levied against immovable property — whether with or without improvements — that is not connected to any municipal service works, where such property can be reasonably so connected;

consumer—

- (a) with effect from 1 July 2015 and with regard to property zoned for residential purposes, the owner of the property is regarded as the consumer, irrespective of who the tenant or occupier is;

INHOUDSOPGawe

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BYLAE: BELEID INSAKE KREDIETBEHEER EN SKULDINVORDERING**1. Woordomskrywings**

In geval van enige teenstrydigheid tussen die Afrikaanse en die Engelse weergawe van hierdie verordening geld die Engelse teks en, tensy dit uit die samehang anders blyk, dra die onderstaande terme die betekenis soos aangedui—

agterstallige bedrae is enige bedrag wat aan die Munisipaliteit verskuldig en betaalbaar is wat nie voor of op die betaaldatum betaal is nie;

(hierdie) beleid is die Munisipaliteit se Beleid insake Kredietbeheer en Skuldinvordering soos in die bylae tot hierdie verordening vervat;

beskikbaarheidsgelde is die gelde wat gehef kan word op onroerende eiendom — met of sonder verbeterings — wat by geen munisipale diensnetwerk aangesluit is nie, maar redelikerwys aangesluit kan word;

betaaldatum is die finale datum wat op die munisipale rekeningstaat aangetoon word waarop betaling moet geskied;

boekjaar is die typerk vanaf 1 Julie tot 30 Junie elke jaar;

eiendom is—

- (a) onroerende eiendom wat op 'n persoon se naam geregistreer is; asook, in die geval van 'n deeltitelskema, 'n deeltiteleenheid wat op 'n persoon se naam geregistreer is;
- (b) 'n reg teen onroerende eiendom wat op 'n persoon se naam geregistreer is, buiten 'n verbandeling wat teen 'n eiendom geregistreer is;
- (c) 'n grondbesitreg wat ingevolge wetgewing op 'n persoon se naam geregistreer of aan 'n persoon verleen is; of
- (d) openbaredienste-infrastruktur;

Direkteur: Finansiële Dienste is die munisipale amptenaar wat deur die Raad aangestel is om die Munisipaliteit se finansies te bestuur, ongeag die benaming of titel wat aan die pos verbind is; die

provided that, where a lease agreement in respect of such property has existed on 1 July 2015, the tenant or occupier is to be regarded as the consumer until the agreement has expired; subject to the definitions of "occupier" and "owner" in this section 1;

- (b) with regard to any other property, the person who receives or uses municipal services or benefits therefrom; and
- (c) with regard to municipal property that is leased, the person who receives or uses municipal services or benefits therefrom;

consumer services deposit, as regards connection of services, means—

- (a) a deposit for residential consumer services (water, electricity, refuse removal and sewerage services), except in the case of indigents; or
- (b) a deposit for residential and business services with a prepaid electricity meter, except in the case of indigents; or
- (c) a deposit for business services (conventional electricity services); and
- (d) increased service deposits (related to arrears and nonpayment of accounts), except in the case of indigents; or
- (e) a deposit for letting a municipal stand pipe;

Council means the Municipal Council of Swartland Municipality;

debt means any monies owing to the Municipality in respect of the rendering of municipal services, including monies relating to property rates, housing, motor vehicle registration and licensing, terminated leases and any other outstanding amounts; also, any interest on amounts owed to the Municipality;

default—

- (a) if, at the end of the Municipality's financial year, an owner owes the Municipality any amount of money in respect of rates or availability charges; or
- (b) if, after 31 October of a given year, an owner is in arrears with payment of rates; or
- (c) if an owner is in arrears for a period of 60 days or more with payments for availability charges, read with the definition of "arrears" in this section 1;

Director: Financial Services means the municipal official appointed by the Council to administer its finances, regardless of the designation or title attached to the post; the incumbent, and/or any other staff member or official to whom the incumbent has delegated specific duties and responsibilities under this policy, is responsible for the collection of any and all monies owed to the Municipality;

due date means the final date, as shown on the municipal account statement, on which payment must be made;

financial year means the period from 1 July until 30 June of each year;

illegal practises refers to any practise or trade operated on municipal premises that is in contravention of any national or provincial legislation or any by-laws or regulations of the Municipality;

indigent means a person or household as contemplated in the Indigent Policy of Swartland Municipality;

Municipality means Swartland Municipality and includes any delegated official or service provider of the Municipality;

Municipal Manager means the person appointed in that capacity by the Council under section 55 of the Act read with section 82 of the Local Government: Municipal Structures Act 117 of 1999;

municipal services has the meaning as defined in section 1 of the Act, and includes a function or a combination of functions listed in schedules 4B and 5B of the Constitution as well as any other service rendered by the Municipality;

occupier means any person who occupies or has control over any premises;

posbekleer, en/of enige ander personeellid of amptenaar aan wie die posbekleer spesifieke pligte en verantwoordelikhede ingevolge hierdie beleid gedelegeer het, is verantwoordelik vir die insameling van enige en alle geldte wat aan die Munisipaliteit verskuldig is;

eienaar—

- (a) ten opsigte van eiendom bedoel in subartikel (a) van die omskrywing van "eiendom" in hierdie artikel 1: 'n persoon in wie se naam eienaarskap van die eiendom geregistreer is;
- (b) ten opsigte van 'n reg bedoel in subartikel (b) van die omskrywing van "eiendom" in hierdie artikel 1: 'n persoon in wie se naam die reg geregistreer is of aan wie dit ingevolge wetgewing toegestaan is; of
- (c) ten opsigte van 'n grondbesitreg bedoel in subartikel (c) van die omskrywing van "eiendom" in hierdie artikel 1: 'n persoon in wie se naam die reg geregistreer is of aan wie dit ingevolge wetgewing toegestaan is; of
- (d) ten opsigte van openbaredienste-infrastruktuur bedoel in subartikel (d) van die omskrywing van "eiendom" in hierdie artikel 1: 'n staatsinstelling wat die betrokke openbaredienste-infrastruktuur besit of beheer;

met dien verstande dat die Munisipaliteit vir die doeleindes van hierdie verordening ook die onderstaande persone in die volgende gevalle as die eienaar van 'n eiendom beskou—

- (i) in die geval van eiendom wat in 'n trust gehou word, buiten staatstrustgrond: 'n trustee,
- (ii) in die geval van 'n bestorwe boedel: 'n eksekuteur of administrateur,
- (iii) in die geval van 'n boedel wat insolvent of in likwidasie is: 'n trustee of likwidateur,
- (iv) in die geval van 'n persoon wat onder geregtelike bestuur geplaas is: 'n geregtelike bestuurder van die boedel,
- (v) in die geval van die boedel van 'n persoon wat onder kuratorskap verkeer: 'n kurator,
- (vi) in die geval van eiendom wat aan vruggebruik of 'n ander persoonlike serwituit onderworpe is: 'n vruggebruiker of ander persoon in wie se naam 'n vruggebruik of ander persoonlike serwituit geregistreer is, en
- (vii) in die geval van eiendom wat verkoop is en waarvan besit aan die koper gegee is hangende registrasie van eienaarskap op die koper se naam: 'n koper;
- (e) ten opsigte van onroerende eiendom waarvan die Raad nie in staat is om die eienaar se identiteit te bepaal nie: die persoon wat op die voordeelige gebruik daarvan geregtig is;
- (f) ten opsigte van onroerende eiendom waarvoor 'n huurooreenkoms van 30 (dertig) jaar of langer aangegaan is: die huurder;
- (g) ten opsigte van—
 - (i) 'n stuk grond wat op 'n deeltitelplan afgebaken is en ingevolge die Wet op Deeltitels 95 van 1986 geregistreer is: die ontwikkelaar of beheerliggaam, wat die gemeenskaplike eiendom betref;
 - (ii) 'n stuk grond: die persoon op wie se naam daardie gedeelte volgens die transportakte geregistreer is, asook die wettig aangestelde verteenwoordiger van sodanige persoon;
 - (iii) enige persoon, wat die volgende persone insluit maar nie tot hulle beperk is nie—
 - (aa) 'n maatskappy wat ooreenkomsdig die Maatskappywet 71 van 2008 geregistreer is, 'n trust inter vivos, 'n trust mortis causa, 'n beslote korporasie wat ooreenkomsdig die Wet op Beslote Korporasies 69 van 1984 geregistreer is, en 'n vrywillige genootskap;
 - (bb) enige staatsdepartement;
 - (cc) enige raad of bestuursliggaam wat geregistreer is ooreenkomsdig enige wetgewing wat in die Republiek van Suid-Afrika geld; en
 - (dd) enige ambassade of ander buitelandse entiteit;

owner—

- (a) as regards property in terms of section 1(a) of the definition of “property”: a person in whose name ownership of the property is registered;
 - (b) as regards a right in terms of section 1(b) of the definition of “property”: a person in whose name the right is registered;
 - (c) as regards a land tenure right in terms of section 1(c) of the definition of “property”: a person in whose name the right is registered or to whom it was granted by legislation; or
 - (d) as regards public service infrastructure in terms of section 1(d) of the definition of “property”: the organ of state which owns or controls the public service infrastructure concerned;
- provided that, for the purposes of this by-law, the Municipality also regards a person mentioned below as the “owner” of a property in the following cases—
- (i) a trustee, in the case of a property held in a trust, excluding state trust land;
 - (ii) an executor or administrator of a deceased estate;
 - (iii) a trustee or liquidator of an estate that is insolvent or under liquidation;
 - (iv) a judicial manager of the estate of a person under judicial management;
 - (v) a curator of the estate of a person under curatorship;
 - (vi) a usufructuary or other person in whose name a usufruct or other personal servitude is registered, in the case of a property that is subject to a usufruct or other personal servitude; and
 - (vii) a buyer, in the case of a property that was sold and of which possession was given to the buyer pending registration of ownership in the buyer’s name;
- (e) as regards immovable property of which the Council is unable to determine the identity of the owner: the person who is entitled to the beneficial use thereof;
 - (f) as regards immovable property in respect of which a lease agreement of 30 (thirty) years or longer was concluded: the lessee thereof;
 - (g) in respect of—
 - (i) a portion of land demarcated on a sectional title plan and registered in accordance with the Sectional Titles Act 95 of 1986: the developer or governing body, as far as the joint property is concerned;
 - (ii) a portion of land: the person in whose name that portion is registered in accordance with a title deed, including the lawfully appointed representative of such person;
 - (iii) any person, including but not limited to—
 - (aa) a company registered in accordance with the Companies Act 71 of 2008, a trust inter vivos, a trust mortis causa, a close corporation registered in accordance with the Close Corporations Act 69 of 1984, and a voluntary association;
 - (bb) any government department;
 - (cc) any council or governing body established in accordance with any legislation in force in the Republic of South Africa; and
 - (dd) any embassy or other foreign entity;

meettoestel vir wateraanvraagbestuur is ’n meter wat ontwerp is om die waterverbruik of -behoeftes by ’n residensiële eiendom te bestuur;

Munisipale Bestuurder is die persoon wat deur die Raad ingevolge artikel 54A van die Wet, saamgelees met artikel 82 van die Wet op Plaaslike Regering: Munisipale Strukture 117 van 1999, in dié hoedanigheid aangestel is;

munisipale dienste dra die betekenis soos omskryf in artikel 1 van die Wet, en sluit ’n funksie of ’n kombinasie van funksies in soos in Bylae 4B en 5B van die Grondwet gelys, sowel as enige ander diens wat die Munisipaliteit lewer;

Munisipaliteit is die Swartland Munisipaliteit, en sluit enige gemagtigde amptenaar of diensverskaffer van hierdie munisipaliteit in;

hulpbehoewende is ’n persoon of ’n huishouding soos in die Swartland Munisipaliteit se Beleid oor Deernisondersteuning omskryf word;

okkupererder is enige persoon wat ’n perseel bewoon of daar in beheer is;

onwettige praktyke is enige praktyk of bedryf wat op ’n perseel beoefen word en teenstrydig met enige nasionale of provinsiale wetgewing of enige munisipale verordeninge of regulasies is;

perseel is enige stuk grond wat binne die munisipale regsgebied geleë is en waarvan die buitegrense afgabaken is op—

- (a) ’n algemene plan of diagram wat ingevolge die Opmetingswet 9 van 1927 of die Registrasie van Aktes Wet 47 van 1937 geregistreer is; of
- (b) ’n deeltitelplan wat ingevolge die Wet op Deeltitels 95 van 1986 geregistreer is;

persoon sluit die volgende in—

- (a) ’n natuurlike persoon;
- (b) ’n regspersoon;
- (c) vir die doeleindes van hierdie verordening, enige industriële of handelsonderneming; en
- (d) ’n staatsinstelling;

Raad is die Munisipale Raad van die Swartland Munisipaliteit;

rekening sluit heffings, toeslagbedrae, dienstegelde en beskikbaarheidsgelde ten opsigte van die volgende dienste in—

- (a) elektrisiteitsvoorsiening,
- (b) watervoorsiening,
- (c) vullisverwydering,
- (d) riooldienste,
- (e) eiendomsbelasting,
- (f) huurgeld,
- (g) leningspaaiemente,
- (h) rente op agterstallige bedrae, en
- (i) enige ander heffings en geldte wat aan die Munisipaliteit verskuldig en betaalbaar is;

en **munisipale rekening** dra ’n ooreenstemmende betekenis;

skuld is enige geld wat aan die Munisipaliteit verskuldig is in verband met die verskaffing van munisipale dienste — ook geldte in verband met eiendomsbelasting, behuisig, motorvoertuigregistrasie en -lisensiëring, beëindigde huurooreenkomsste en enige ander onbetaalde bedrae — sowel as enige rente op bedrae wat aan die Munisipaliteit geskuld word;

standaardrentekoers is ’n rentekoers wat gelyk is aan die primakoers soos deur die Suid-Afrikaanse Reserwebank bepaal, plus ’n persentasie wat die Raad jaarliks tydens die begrotingsproses vasstel;

verbruiker—

- (a) wat betref eiendom wat vir residensiële doeleindes gesonneer is, word die eienaar van die betrokke eiendom met ingang van 1 Julie 2015 as die verbruiker beskou, ongeag wie die eiendom sou mag huur of okkuper; met dien verstande dat, waar ’n

person includes—

- (a) a natural person;
- (b) a juristic person;
- (c) for the purposes of this by-law, any industrial or commercial undertaking; and
- (d) an organ of state;

(this) policy means the Credit Control and Debt Collection Policy of the Municipality as reflected in the Schedule to this by-law;

premises means any portion of land situated within the municipal area of jurisdiction, and the outer boundaries of which are demarcated on—

- (a) a general plan or diagram registered in accordance with the Land Survey Act 8 of 1997 or the Deeds Registries Act 47 of 1937, as amended; or
- (b) a sectional title plan registered in accordance with the Sectional Titles Act 95 of 1986;

property means—

- (a) immovable property registered in the name of a person, including — in the case of a sectional title scheme — a sectional title unit registered in the name of a person;
- (b) a right registered against immovable property in the name of a person, excluding a mortgage bond registered against the property;
- (c) a land tenure right registered in the name of a person or granted to a person by legislation; or
- (d) public service infrastructure;

standard rate of interest means a rate of interest equal to the prime rate as determined by the Reserve Bank of South Africa plus a percentage that the Council determines annually during the budgeting process;

this by-law includes the policy reflected in the Schedule; and

water demand management meter means a meter designed to manage the water consumption or needs of a residential property.

2. Duty to collect debts

All debts owing to the Municipality must be collected in accordance with applicable national and provincial legislation as referenced in this by-law.

3. Provision of services

New applications for services and the provision of new services must be dealt with as prescribed in this policy.

4. Consumer services deposit

The Municipality requires the payment of a deposit for the provision of services. Any adjustment to the basic deposit will be determined by the debtor's municipal payment record, read with the definition of "consumer services deposit" in section 1.

5. Interest charges

The Municipality will charge and recover interest in respect of any arrear debt as prescribed by this policy.

6. Municipal staff and councillor arrears

- 6.1 Staff arrears will be handled in accordance with Schedule 2, item 10 of the Act as well as any procedures, method or actions referred to in this policy. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipality will deduct any outstanding amount from the salary of staff members who may be in arrears for a period of 3 (three) months or longer.

huurooreenkoms oor sodanige eiendom reeds op 1 Julie 2015 bestaan het, die huurder of okkuperdeur as die verbruiker beskou sal word totdat die ooreenkoms verstryk het; onderhewig aan die omskrywings van "okkuperdeur" en "eienaar" in hierdie artikel 1;

- (b) wat enige ander eiendom betref, is die verbruiker die persoon wat munisipale dienste ontvang, dit gebruik of voordeel daaruit trek;
- (c) wat betref munisipale eiendom wat verhuur word, is die verbruiker die persoon wat munisipale dienste ontvang, dit gebruik of voordeel daaruit trek;

verbruikersdienstedeposito is, wat die aansluiting van dienste betref—

- (a) 'n deposito vir residensiële verbruikersdienste (water, elektrisiteit, vullisverwydering en rioldienste), buiten dienste aan hulpbehoewende persone;
- (b) 'n deposito vir dienste by residensiële en sakepersele waar 'n voorafbetaalde elektrisiteitsmeter is, buiten dienste aan hulpbehoewende persone; of
- (c) 'n deposito vir sakedienste (konvensionele elektrisiteitsdienste); en
- (d) verhoogde dienstedeposito's (in geval van agterstallige bedrae en wanbetaling van rekening), buiten dienste gelewer aan hulpbehoewendes; of
- (e) 'n deposito vir die huur van 'n munisipale staanpyp;

(hierdie) verordening sluit die beleid in wat in die bylae tot hierdie verordening vervat is;

(by) versuim—

- (a) indien 'n eienaar aan die einde van die munisipale boekjaar enige geldbedrag ten opsigte van belasting of beskikbaarheidsgeld aan die Munisipaliteit verskuldig is; of
- (b) indien 'n eienaar na 31 Oktober van 'n sekere jaar met die betaling van belasting agterstallig is; of
- (c) indien 'n eienaar vir 'n tydperk van 60 dae of langer met die betaling van beskikbaarheidsgeld agterstallig is, gelees saam met die omskrywing van "agterstallige bedrae" in hierdie artikel 1; en

Wet is die Wet op Plaaslike Regering: Munisipale Stelsels 32 van 2000.

2. Skuldinvorderingsplig

Alle bedrae wat aan die Munisipaliteit verskuldig is, moet ingevorder word ooreenkomsdig die toepaslike nasionale en provinsiale wetgewing soos in hierdie verordening en die aanhef daaroor vermeld.

3. Dienverskaffing

Nuwe aansoeke om dienste en die verskaffing van nuwe dienste moet ooreenkomsdig die bepalings van hierdie beleid hanteer word.

4. Verbruikersdienstedeposito

Die Munisipaliteit vereis dat 'n deposito vir die verskaffing van dienste betaal word. Enige aanpassing van die basiese deposito sal bepaal word aan die hand van die debiteur se munisipale betalingsrekord, saamgelees met die omskrywing van "verbruikersdienstedeposito" in artikel 1.

5. Renteheffing

Die Munisipaliteit hef en verhaal rente ten opsigte van enige agterstallige skuld soos in hierdie beleid bepaal.

6. Agterstallige rekeninge van munisipale personeel en raadslede

- 6.1 Agterstallige rekeninge van personeellede word hanteer ooreenkomsdig Bylae 2, item 10 van die Wet sowel as enige prosedures, metodes en oprede wat in hierdie beleid vermeld word. Bykomend tot enige ander prosedure, metode of oprede wat ingevolge hierdie beleid onderneem mag word, sal die Munisipaliteit enige uitstaande bedrag wat langer as 3 (drie) maande agterstallig is, van personeellede se salaris verhaal.

6.2 In accordance with Schedule 1, item 12A of the Act, no municipal councillor may be in arrears more than 3 (three) months with any municipal service fees, surcharges on fees, property rates or any other municipal taxes, levies or duties levied by the Municipality. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipality will deduct any outstanding amount from such councillor's remuneration.

7. Arrangements to pay arrears

- 7.1 The Municipal Manager may make arrangements with a consumer to pay any arrear debt subject to the conditions prescribed in this policy.
- 7.2 Should any dispute arise as to the amount of the arrear debt, the consumer must nevertheless continue to make regular payments as per the arrangement until such time as the dispute has been resolved satisfactorily and in compliance with the provisions of this by-law, this policy and all other relevant legislation.

8. Agreement with employer

8.1 The Municipal Manager may—

- (a) with the consent of a consumer who is in arrears with payments, enter into an agreement with that person's employer to deduct from their salary or wages—
 - (i) any outstanding amounts due by the consumer to the Municipality; or
 - (ii) regular monthly amounts as may be agreed upon; and
- (b) provide special incentives for—
 - (i) employers to enter into such agreements; and
 - (ii) consumers who consent to such agreements.

9. Power to restrict or disconnect supply of services

- 9.1 The Municipality may restrict or disconnect the supply of any service to any premises whenever the consumer concerned—
 - (a) fails and or neglects to make payment on the due date;
 - (b) fails and or neglects to comply with an arrangement;
 - (c) fails and or neglects to comply with a condition of supply imposed by the Municipality; or
 - (d) damages the municipal infrastructure for the supply of such service and/or tampers with any meter used regarding that service.
- 9.2 The Municipality may reconnect the restricted or discontinued services only—
 - (a) after the arrear debt and all costs as prescribed in this policy have been paid in full, and any or all other conditions have been complied with; or
 - (b) after an arrangement with the consumer has been concluded for payment of the amounts contemplated in subsection (a) above; and
 - (c) after the consumer has paid all levies as determined in the Municipality's Tariff Policy with regard to tampering and damaging of metering equipment.
- 9.3 The Municipality may restrict, disconnect and/or discontinue any service in respect of any arrear debt.

10. Recovery of debt

- 10.1 Subject to section 7, with regard to rates the Municipal Manager must, and with regard to any other debt due and owed the Municipal Manager may—
 - (a) recover any debt by legal action;
 - (b) recover debt from any organ of state with due consideration of the provisions of Chapter 3 of the Constitution;

6.2 Ingevolge Bylae 1, item 12A van die Wet mag geen munisipale raadslid langer as 3 (drie) maande agterstallig raak met betrekking tot enige munisipale diensgeld, toeslag op geld, eiendomsbelasting of enige ander munisipale belastings, heffings of verpligtings wat aan die Munisipaliteit betaalbaar is nie. Bykomend tot enige ander prosedure, metode of optrede wat ingevolge hierdie beleid onderneem kan word, sal die Munisipaliteit enige uitstaande bedrag van die betrokke raadslid se vergoeding verhaal.

7. Betalingsooreenkomste oor agterstallige gelde

- 7.1 Die Munisipale Bestuurder mag met 'n verbruiker reëlings vir die betaling van enige agterstallige skuld tref, onderhewig aan die voorwaardes wat in hierdie beleid uiteengesit word.
- 7.2 Indien enige geskil oor die bedrag van die agterstallige skuld sou ontstaan, moet die verbruiker voortgaan om gereelde betalings ingevolge sodanige ooreenkomste te maak tot tyd en wyl die geskil bevredigend en ooreenkomsdig die bepalings van hierdie verordening, hierdie beleid en alle ander tersaaklike wetgewing besleg is.

8. Ooreenkoms met werkgewer

8.1 Die Munisipale Bestuurder mag—

- (a) met die toestemming van 'n verbruiker wie se betalings agterstallig is, 'n ooreenkoms met die persoon se werkgewer aangaan om die volgende by hulle salaris af te trek—
 - (i) enige uitstaande bedrae wat die verbruiker aan die Munisipaliteit verskuldig is; of
 - (ii) gereelde maandelikse bedrae soos ooreengekom; en
- (b) spesiale aansporings aanbied vir—
 - (i) werkgewers om sulke ooreenkomste aan te gaan; en
 - (ii) verbruikers om tot sulke ooreenkomste in te stem.

9. Bevoegdheid om diensverskaffing te beperk of af te sluit

- 9.1 Die Munisipaliteit mag die verskaffing van enige diens by enige perseel beperk of afsluit indien die betrokke verbruiker—
 - (a) teen die betaaldatum versuim en/of nagelaat het om te betaal;
 - (b) versuim en/of nalaat om 'n ooreenkoms na te kom;
 - (c) versuim en/of nalaat om aan 'n verskaffingsvooraarde soos deur die munisipaliteit neergelê, te voldoen; of
 - (d) die munisipale infrastruktuur vir die verskaffing van sodanige diens beskadig en/of met enige meter in verband met daardie diens peuter.
- 9.2 Die Munisipaliteit mag die verskaffing van enige van die beperkte of gestaakte dienste heraansluit of herstel slegs nadat—
 - (a) die agterstallige skuld, sowel as al die koste ingevolge hierdie beleid, ten volle betaal is en enige of alle ander voorwaardes nagekom is; of
 - (b) 'n ooreenkoms met die verbruiker aangegaan is vir die betaling van die bedrae in subartikel (a) hier bo bedoel; en
 - (c) die verbruiker alle heffings betaal het wat in die Munisipaliteit se Tariefbeleid bepaal word as strafmaatreël in geval van peunting met of beskadiging van meettoerusting.
- 9.3 Die Munisipaliteit mag enige diens op grond van enige agterstallige skuld beperk, afsluit of staak.

10. Skuldverhaling

- 10.1 Wat eiendomsbelasting betref, en met inagneming van artikel 7, moet die Munisipale Bestuurder; en wat betref enige ander skuld wat betaalbaar en uitstaande is, mag die Munisipale Bestuurder die volgende doen—
 - (a) enige skuld by wyse van regsoptrede verhaal;
 - (b) skuld van enige staatsinstelling verhaal met behoorlike inagneming van die bepalings van Hoofstuk 3 van die Grondwet; en

- (c) refer debt to third-party debt collection agencies if and when so required and subject to the operational capacity or requirements of Swartland Municipality's Finance Department; and
- (d) use any lawful and reasonable measures of tracing debtors whose information is no longer valid or correct and/or has changed and where such debtor failed to provide the Municipality with reasonable written notification of a change of address and contact details; read with section 11(b).

11. Recovery of costs

Where costs are incurred by or on behalf of the Municipality in order to recover monies owed to it, the Municipal Manager may recover such costs, including but not limited to—

- (a) costs and administration fees where payments made to the Municipality by negotiable instruments have been dishonoured by banks when presented for payment;
- (b) legal and administration costs, including attorney-and-client costs and tracing fees incurred in the recovery of debts;
- (c) restriction, disconnection and reconnection fees, where any service has been restricted or disconnected as a result of noncompliance with this by-law;
- (d) any losses the Municipality may suffer as a result of tampering with municipal equipment or meters; and
- (e) any collection commission incurred.

12. Attachment

The Municipal Manager may, in order to recover debt, approach a competent court for an order to attach a consumer's movable or immovable property.

13. Full and final settlement payments

- 13.1 Any amount tendered in defrayment of a debt must be accepted at any cash-receiving office of the Municipality and by any and all duly authorised vendor points.
- 13.2 No offer of payment in full and final settlement of a debt may be accepted if such amount is less than the outstanding amount, unless confirmed in writing by the Municipal Manager.
- 13.3 Notwithstanding section 13.2, the payment so offered must be credited against the consumer's account without prejudice to the Municipality's rights.

14. Consolidation of accounts and appropriation of payments

- 14.1 The following arrangements apply in compliance with section 102 of the Act—
 - (a) Any separate accounts of persons liable for payments to the Municipality may be consolidated at the Municipality's sole discretion.
 - (b) A payment by such a person may be credited against any account of the person concerned.
 - (c) Any of the debt collection and credit control measures provided for in this policy may be implemented regarding any arrears on any of the accounts of the person concerned.
- 14.2 Section 14.1 does not apply where there is a dispute between the Municipality and a person referred to in sections 14.1(a) to (c) concerning any specific amount that the Municipality is claiming from that person.

15. Indigent support

The Municipality may grant financial assistance to persons who meet the criteria as laid down in the municipal Indigent Policy.

- (c) skuld na derdeparty-skuldinvorderingsagentskappe verwys indien en wanneer nodig, en onderhewig aan die bedryfskapasiteit van Swartland Municipaaliteit se Afdeling Finansiële Dienste; en
- (d) enige wetlike en redelike stappe instel om debiteure op te spoor wie se besonderhede nie meer geldig of akkuraat is nie en/of verander het, en waar sodanige debiteure versum het om die Municipaaliteit redelike skriftelike kennisgiving van 'n verandering van adres en kontakbesonderhede te gee; saamgelees met artikel 11(b).

11. Kosteverhaling

Indien koste deur of namens die Municipaaliteit aangegaan is ten einde geldie wat aan die Municipaaliteit verskuldig is te verhaal, mag die Municipale Bestuurder sodanige koste verhaal, met inbegrip van die volgende maar nie daar toe beperk nie—

- (a) koste en administrasiegeld indien betalings wat by wyse van verhandelbare dokumente aan die Municipaaliteit gemaak is deur 'n bank geweier word by aanbieding vir betaling;
- (b) regs- en administratiewe koste, met inbegrip van prokureur-en-kliëntkoste en opsporingskoste wat aangegaan is om skuld te kan verhaal;
- (c) beperkings-, afsluitings- en heraansluitingskoste, indien enige diens weens nievoldoening aan hierdie verordening beperk of afgesluit is;
- (d) enige verliese wat die Municipaaliteit weens peutering met munisipale toerusting of meters mag ly; en
- (e) enige invorderingskommissie wat betaal is.

12. Beslaglegging

Die Municipale Bestuurder mag, ten einde skuld te verhaal, 'n bevoegde hof nader om 'n beslagleggingsbevel op 'n verbruiker se roerende of onroerende eiendom uit te reik.

13. Betalings ter volle en finale vereffening

- 13.1 Enige bedrag wat ter betaling van skuld aangebied word, moet by 'n munisipale betaalkantoor of by enige behoorlik gemagtigde verkoopspunt inbetaal word.
- 13.2 Geen aanbod ter volle en finale vereffening van skuld mag aanvaar word indien sodanige bedrag minder as die uitstaande bedrag is nie, tensy die Municipale Bestuurder dit skriftelik goedgekeur het.
- 13.3 Nieteenstaande artikel 3.2 sal betaling wat só aangebied word teen die verbruiker se rekening gekrediteer word sonder benadeling van die Municipaaliteit se regte.

14. Konsolidasie van rekening en toewysing van betalings

- 14.1 Die volgende bepalings geld ter voldoening aan artikel 102 van die Wet—
 - (a) Enige afsonderlike rekeninge van persone wat vir betalings aan die Municipaaliteit aanspreeklik is, kan na die Municipaaliteit se alleendiskresie gekonsolideer word.
 - (b) 'n Betaling deur sodanige persoon kan teen enige van sy of haar rekeninge gekrediteer word.
 - (c) Enige van die maatreëls vir skuldinvordering en kredietbeheer soos in hierdie beleid vervat, kan ingestel word in verband met enige agterstallige bedrae op enige van die betrokke persoon se rekening.
- 14.2 Artikel 14.1 is nie van toepassing op gevalle waar daar 'n dispoot is tussen die Municipaaliteit en 'n persoon soos in die subartikels hier bo bedoel rakende enige spesifieke bedrag wat die Municipaaliteit van daardie persoon eis nie.

15. Deernisondersteuning

Die Municipaaliteit kan finansiële hulp verleen aan persone wat voldoen aan die vereistes wat in die munisipale Deernisbeleid gestel word.

16. Delegation

The Municipal Manager and/or the Director: Financial Services may delegate and/or subdelegate their powers under this by-law to any official or service provider of the Municipality if and when so required and subject to the delegation register.

17. Clearance certificates

Upon the sale of any property the Municipality must issue the required clearance certificate as prescribed in the policy, subject to settlement of any and all outstanding municipal accounts.

18. Appeal

A person whose rights are affected by a municipal decision regarding one or more delegated and/or subdelegated powers may appeal against that decision by notifying the Municipal Manager in writing of the intention to appeal and the reasons for doing so within 21 (twenty-one) days of the date of notification of the decision, as stipulated in section 62 of the Act.

19. Offences, penalties and the power of entry and inspection

A person who—

- (a) under section 101 of the Act, read with section 119(3), obstructs or hinders any municipal councillor or official in the execution of their duties under this by-law or policy;
- (b) unlawfully uses or interferes with municipal equipment or consumption of services supplied;
- (c) tampers with any municipal equipment or breaks any seal on a meter or damages a meter;
- (d) fails to comply with a notice served in terms of this by-law or policy;
- (e) refuses a municipal official access to any premises; or
- (f) gives false information regarding the supply of services or an application for assistance as an indigent with the intention to defraud or mislead,

will be guilty of an offence and, upon conviction, liable to payment of a fine or imprisonment, imprisonment without the option of a fine, or both a fine and imprisonment as determined by a competent court.

20. Repeal of by-laws

The provisions of any municipal by-laws regarding credit control and debt collection are hereby repealed insofar as they relate to matters provided for in this by-law.

21. Short title and commencement

This by-law is to be known as the Credit Control and Debt Collection By-law and will come into effect on **1 July 2019**.

16. Delegering

Die Munisipale Bestuurder en/of die Direkteur: Finansiële Dienste mag hulle bevoegdhede ingevolge hierdie verordening aan enige amptenaar of diensverskaffer van die Munisipaliteit deleger en/of subdeleger indien en wanneer nodig, en onderhewig aan die delegasieregister.

17. Klaringsertifikate

Met die verkoop van enige eiendom moet die Munisipaliteit die vereiste klaringsertifikaat uitrek soos in die beleid bepaal mits enige en alle onbetaalde munisipale rekeninge vereffen is.

18. Appèl

Ingevolge artikel 62 van die Wet mag 'n persoon wie se regte deur 'n munisipale besluit ingevolge een of meer gedelegeerde en/of gesubdelegeerde bevoegdhede geraak word, teen sodanige besluit appelleer deur die Munisipale Bestuurder binne 21 (een en twintig) dae vanaf die datum van kennisgewing van die besluit skriftelik te verwittig van die voorname om te appelleer en die redes daarvoor.

19. Misdrywe, strafmaatreëls en betredings- en inspeksiebevoegdheid

'n Persoon wat—

- (a) ingevolge artikel 101 van die Wet, saamgelees met artikel 119(3) daarvan, enige amptenaar of raadslid van die Munisipaliteit verhinder of verhoed om hulle pligte ingevolge hierdie verordening of die beleid uit te voer;
- (b) munisipale toerusting of die verskaffing van munisipale dienste onwettig gebruik of verbruik, of daarmee inmeng;
- (c) met enige munisipale toerusting peuter of enige seël op 'n meter breek of 'n meter beschadig;
- (d) versium om gehoor te gee aan 'n kennisgewing wat ingevolge hierdie verordening of beleid bestel is;
- (e) 'n munisipale amptenaar toegang tot enige perseel weier; of
- (f) vals inligting oor die verskaffing van dienste of 'n aansoek om deernisondersteuning verstrek met die bedoeling om te bedreig of te mislei,

pleeg 'n misdryf en is by skuldigbevinding strafbaar met óf 'n boete óf gevangenisstraf, gevangenisstraf sonder die keuse van 'n boete, of 'n boete sowel as gevangenisstraf soos deur 'n bevoegde hof bepaal.

20. Herroeping van verordeninge

Die bepalings van enige munisipale verordeninge in verband met kredietbeheer en skuldinvordering word hiermee herroep in die mate waarin dit verband hou met sake wat in hierdie verordening bereël word.

21. Kort titel en inwerkingtreding

Hierdie verordening staan as die Verordening insake Kredietbeheer en Skuldinvordering bekend en sal op **1 Julie 2019** in werking tree.

<p style="text-align: center;">SCHEDULE</p> <p style="text-align: center;">SWARTLAND MUNICIPALITY</p> <p style="text-align: center;">CREDIT CONTROL AND DEBT COLLECTION POLICY</p> <p>In compliance with sections 95, 96 and 97 of the Local Government: Municipal Systems Act 32 of 2000, read with section 156 of the Constitution, Swartland Municipality hereby adopts the following Credit Control and Debt Collection Policy:</p> <p>TABLE OF CONTENTS</p> <p>CHAPTER 1: DEFINITIONS AND OBJECTIVES</p> <p>1. Objectives of this policy</p> <p>1.1 The objectives of this policy are to—</p> <ol style="list-style-type: none"> (a) focus on all outstanding debt due and payable to the Municipality; (b) provide for innovative, cost-effective, efficient, appropriate and relevant methods for credit control, debt collection and indigent relief; 	<p style="text-align: center;">BYLAE</p> <p style="text-align: center;">SWARTLAND MUNISIPALITEIT</p> <p style="text-align: center;">BELEID INSAKE KREDIETBEHEER EN SKULDINVORDERING</p> <p>Ter voldoening aan artikel 95, 96 en 97 van die Wet op Plaaslike Regering: Munisipale Stelsels 32 van 2000, saamgelees met artikel 156 van die Grondwet, aanvaar Swartland Municipaliteit hiermee die volgende Beleid insake Kredietbeheer en Skuldinvordering:</p> <p>INHOUDSOPGawe</p> <p>HOOFSTUK 1: WOORDOMSKRYWINGS EN OOGMERKE</p> <ol style="list-style-type: none"> 1. Oogmerke van hierdie beleid <p>HOOFSTUK 2: KLIENTEDIENS EN -BESTUUR</p> <ol style="list-style-type: none"> 2. Kommunikasie en die oordra van inligting 3. Meting van munisipale dienste en defektiewe meters 4. Munisipale rekeninge 5. Navrae, dispute en appèl 6. Betaalfasiliteite 7. Konsolidasie van rekeninge en toewysing van betalings <p>HOOFSTUK 3: MAATREELS VIR SKULDINVORDERING EN KREDIETBEHEER</p> <ol style="list-style-type: none"> 8. Aansoek om munisipale dienste 9. Aanspreeklikheid vir betaling 10. Betaaldatum 11. Agterstallige rekeninge 12. Renteheffing 13. Afsluiting en heraansluiting van dienste 14. Betaling van verbruikersdienstedeposito's 15. Instelling van regstappe 16. Afskrywing van agterstallige skuld 17. Kriteria vir betalingsooreenkoms <p>HOOFSTUK 4: ALGEMENE BEPALINGS</p> <ol style="list-style-type: none"> 18. Invorderingskoste 19. Gedishonoreerde betalings 20. Toegang tot persele en inspeksiebevoegdheid 21. Veilige akkommodasie van diensaansluitings en apparaat 22. Ongemagtigde gebruik van dienste 23. Ondertekening en sertifisering van dokumente 24. Prima facie-getuenis 25. Klaringsertifikate 26. Misdrywe en strafmaatreëls <p>HOOFSTUK 1: WOORDOMSKRYWINGS EN OOGMERKE</p> <p>1. Oogmerke van hierdie beleid</p> <p>1.1 Die oogmerke van hierdie beleid is om—</p> <ol style="list-style-type: none"> (a) te fokus op alle uitstaande skuld wat aan die Municipaliteit verskuldig en betaalbaar is; (b) vir innoverende, kostedoeltreffende, doelmatige en gepaste metodes vir kredietbeheer, skuldinvordering en hulpverlening aan hulpbehoewendes te voorsien;
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<p>(c) promote a culture of good payment habits and create a sense of responsibility towards the payment of municipal accounts and reduction of municipal debt; and</p> <p>(d) provide for the subsidisation of services to indigent households where applicable and/or on application by qualifying consumers.</p> <p>CHAPTER 2: CUSTOMER CARE AND MANAGEMENT</p> <p>2. Communication and the conveyance of information</p> <p>2.1 In order to comply with sections 95(a) to (c) of the Act, the Municipality may—</p> <ul style="list-style-type: none"> (a) establish a customer care forum where community members and Council members may meet; (b) hold ward meetings where representatives of the Municipality and other service providers may consult with ward members and their ward representative; and (c) implement measures to ensure that consumers of municipal services or any other service, ratepayers and residents in general are properly informed about the delivery of services, in particular about the costs involved in service provision. <p>3. Measuring of municipal services and defective meters</p> <p>3.1 The Municipality must ensure that the consumption of electricity and water provided to consumers is measured by means of accurate and verifiable metering systems.</p> <p>3.2 Meters must be read, as far as possible, at intervals of 1 (one) month or a period determined by the Municipality.</p> <p>3.3 If for any reason meters cannot be read or have not been read, the Municipality is entitled to render an account statement based on the estimated consumption calculated on the average consumption during the 3 (three) months preceding the date on which the meter was last read; provided that the difference between actual usage and estimated usage must be set off as soon as a metered reading has been obtained.</p> <p>3.4 It may be assumed that the electricity or water usage registered by a meter has in fact been delivered; provided that, for any period that a meter is out of order, the electricity or water so delivered may be calculated according to the average usage during the 3 (three) months preceding the period in question.</p> <p>3.5 Consumers may request a special meter reading against payment of the prescribed tariff.</p> <p>3.6 Defective metering equipment must be handled as stipulated in the Municipality's by-laws regarding water and electricity supply.</p> <p>3.7 The provisions of the by-laws mentioned in section 3.6 regarding defective metering equipment apply with the necessary changes.</p> <p>4.1 Municipal accounts</p> <p>4.1 The Municipality must render a monthly account statement to consumers of municipal services.</p> <p>4.2 The account statement must reflect the following—</p> <ul style="list-style-type: none"> (a) all outstanding amounts and the balance brought forward; (b) amounts owing; (c) total amount due; and (d) meter readings, where applicable. <p>4.3 In respect of account statements rendered to a consumer who is not the owner of the relevant property, and where a lease agreement exists between the owner and the tenant, the Municipality reserves the right to switch the account to the owner of the property upon expiration of the lease agreement.</p>	<p>(c) 'n kultuur van goeie betaalgewoontes te bevorder, 'n verantwoordelikheidsin ten opsigte van die betaling van munisipale rekeningte te kweek en munisipale skuld te verminder; en</p> <p>(d) vir die subsidiëring van dienste aan hulpbehoewende huishoudings te voorsien waarvan toepassing en/of op aansoek deur verbruikers wat aan die kriteria voldoen.</p> <p>HOOFSTUK 2: KLIENTEDIENS EN -BESTUUR</p> <p>2. Kommunikasie en die oordra van intligting</p> <p>2.1 Ten einde uitvoering aan artikel 95(a) tot (c) van die Wet te gee, kan die Munisipaliteit—</p> <ul style="list-style-type: none"> (a) 'n kliëntediensforum stig waar lede van die gemeenskap en lede van die Raad kan bymekaarkom; (b) wyksvergaderings hou waar verteenwoordigers van die Munisipaliteit en ander diensverskaffers met wykslede en hulle wyksverteenvwoerdigers kan beraadslaag; en (c) maatreëls instel om te verseker dat verbruikers van munisipale dienste of enige ander diens, belastingbetaalers en inwoners in die algemeen behoorlik ingelig word oor diensverskaffing, in die besonder oor die koste wat met diensverskaffing gepaardgaan. <p>3. Meting van munisipale dienste en defektiewe meters</p> <p>3.1 Die Munisipaliteit moet sorg dat die meting van elektrisiteit en water wat aan verbruikers voorsien word deur middel van akkurate en verifieerbare meetstelsels verrig word.</p> <p>3.2 Meters moet sover moontlik met tussenposes van 1 (een) maand gelees word, of binne 'n siklus wat deur die Munisipaliteit bepaal is.</p> <p>3.3 Indien meters om watter rede ook al nie gelees kan word nie gelees is nie, is die Munisipaliteit daarop geregtig om 'n rekeningstaat te lever op grond van die geskakte verbruik bereken volgens die gemiddelde verbruik van die 3 (drie) maande voor die datum waarop die meter die laaste keer gelees is; met dien verstande dat die verskil tussen die werklike en die geskakte verbruuk verreken moet word sodra 'n werklike meterlesing verkry is.</p> <p>3.4 Daar word aanvaar dat die elektrisiteits- of waterverbruik wat deur 'n meter geregistreer is, werklik gelewer is; met dien verstande dat, indien 'n meter vir 'n sekere tydperk buite werking was, die elektrisiteit of water wat daartydens gelewer is, bereken kan word op grond van die gemiddelde verbruuk oor die 3 (drie) maande voor die betrokke tydperk.</p> <p>3.5 Verbruikers kan 'n spesiale meterlesing aanvra teen betaling van 'n voorgeskrewe tarief.</p> <p>3.6 Defektiewe meettoerusting moet ooreenkomsdig die Munisipaliteit se verordeninge insake water- en elektrisiteitsvoorsiening hanter word.</p> <p>3.7 Die bepalings van die verordeninge wat in artikel 3.6 rakkende defektiewe meettoerusting vermeld word, geld ook hier, met die nodige aanpassings.</p> <p>4. Munisipale rekeningte</p> <p>4.1 Die Munisipaliteit moet maandeliks 'n rekeningstaat aan die verbruikers van munisipale dienste uitrek.</p> <p>4.2 Die rekeningstaat moet die volgende aantoon—</p> <ul style="list-style-type: none"> (a) alle uitstaande bedrae en die saldo wat oorgedra is; (b) verskuldigde bedrae; (c) die totale bedrag wat betaalbaar is; en (d) meterlesings, waarvan toepassing. <p>4.3 Wat betref rekeningstate wat uitgereik is aan verbruikers wat nie die eienaar van die betrokke eiendom is nie, en waarvan 'n huurooreenkoms tussen die eienaar en die huurder bestaan, behou die Munisipaliteit die reg voor om die rekening na die eienaar van die eiendom oor te dra wanneer die huurooreenkoms verstryk.</p>
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- 4.4 An account as contemplated in section 4.3 will be switched to the owner of the property if—
- ownership changes; or
 - a tenant or occupier fails to pay the account on 3 (three) occasions, irrespective of the period of lease between the owner and the tenant.
- 4.5 Section 4.4(b) applies also in the case of nonresidential consumers.
- 4.6 Where the owner of a block of flats fails to pay their account, the Municipality must notify the tenants of such failure and grant the owner 14 (fourteen) days to settle the account, failing which the Municipality may restrict or discontinue services to the premises.
- 4.7 Upon switching of an account under sections 4.3 and 4.4 above, consumer service deposits paid by a tenant or occupier must be refunded to the relevant tenant or occupier after the final outstanding balance has been calculated.
- 4.8 The Municipality will supply an owner who rents out property with a copy of the monthly account statement provided to the tenant or occupier of the property. The council will determine the cost of such duplicate statement annually and may debit the amount against the owner's account; provided that e-mailed account statements will be issued at no cost.
- 4.9 An owner who leases out property must provide the tenant or occupier upon request with a copy of the monthly account statement rendered to the owner by the Municipality.
- 4.10 The provisions of sections 4.3 and 4.4 do not apply to—
- occupiers of municipal property under a lease agreement; or
 - state-owned property, where one department pays the rates and another pays the services account.

5. Enquiry, dispute and appeal

5.1 Enquiries—

- Consumers may request the Municipality to review an account.
- While an account is under review, the consumer concerned must pay an amount equal to the average usage for the preceding 3 (three) months, if the history of that account is available.
- Should the history mentioned in subsection (b) above be unavailable, the consumer must pay an estimated amount before the due date until the matter has been resolved.
- The Municipality must resolve the matter within 10 (ten) working days of receipt of such request and inform the consumer concerned of the outcome of the enquiry.
- Failure to pay the amount determined under section 5.1(b) or (c) on or before the due date may result in the consumer's services being restricted or disconnected.

5.2 Disputes—

- Consumers may dispute an account received, either in part or in full, in which case section 102 of the Act applies.
- The provisions of sections 5.1(b) and (c) apply, with the necessary changes, to such disputes.

5.3 Appeals—

- A person who feels aggrieved by a decision of the Municipality regarding delegated authority may appeal against that decision by means of written notice to the Municipal Manager within 21 (twenty-one) days of the date of notification of the decision, as stipulated in section 62 of the Act.

- 4.4 'n Rekening soos in artikel 4.3 bedoel, sal na die eienaar van die eiendom oorgedra word indien—
- 'n verandering in eienaarskap plaasvind; of
 - 'n huurder of bewoner by 3 (drie) geleenthede versuim om die rekening te betaal, ongeag die huurtermyn waarop die eienaar en die huurder ooreengekoms het.
- 4.5 Die bepalings van artikel 4.4(b) geld ook vir nieresidensiële verbruikers.
- 4.6 Indien die eienaar van 'n woonstelblok versuim om die rekening ten opsigte van die eiendom te betaal, moet die Munisipaliteit die huurders van sodanige versuim inlig en die eienaar 14 (veertien) dae gracie toestaan om die rekening te vereffeni; by verdere versuim kan die Munisipaliteit dienste by die perseel beperk of staak.
- 4.7 Wanneer 'n rekening ingevolge artikel 4.3 en 4.4 hier bo oorgedra word, moet verbruikersdienstedeposito's wat die huurder of okkuperdeur betaal het, aan die betrokke huurder of okkuperdeur terugbetaal word nadat die finale uitstaande bedrag bereken is.
- 4.8 Die Munisipaliteit sal aan eienaars wat eiendom verhuur, moet die huurder of okkuperdeur op aanvraag voorsien van 'n afskrif van die maandelikse rekeningstaat wat die Munisipaliteit aan die eienaar uitgereik het.
- 4.10 Die bepalings van artikel 4.3 en 4.4 geld nie in die volgende gevalle nie—
- okkuperders van municipale eiendom ingevolge 'n huurooreenkoms; of
 - eiendom in staatsbesit waar een departement die eiendomsbelasting betaal en 'n ander die diensterekening.

5. Navrae, dispute en appèl

5.1 Navrae—

- Verbruikers kan die Munisipaliteit versoek om 'n rekening te hersien.
- Terwyl sodanige rekening hersien word, moet die verbruiker 'n bedrag betaal wat gelykstaande is aan die gemiddelde verbruik vir die voorafgaande 3 (drie) maande, indien die geskiedenis van daardie rekening beskikbaar is.
- Waar die geskiedenis bedoel in subartikel (b) hier bo onbeskikbaar is, moet die verbruiker voor die betaaldatum 'n geskatte bedrag betaal totdat die kwessie opgelos is.
- Die Munisipaliteit moet die kwessie binne 10 (tien) werksdae na ontvangs van sodanige versoek oplos en die betrokke verbruiker van die uitslag van die ondersoek verwittig.
- Versuim om voor of op die betaaldatum die bedrag soos bepaal ingevolge subartikel (b) of (c) hier bo te betaal, kan meebring dat die verbruiker se dienste beperk of afgesluit word.

5.2 Dispute—

- Verbruikers kan 'n disput aanteken oor enige gedeelte of die volle bedrag van 'n rekening wat ontvang is. Artikel 102 van die Wet is dan van toepassing.
- Die bepalings van artikel 5.1(b) en (c) geld ook, met die nodige aanpassings, vir dispute soos in 5.2 uiteengesit.

5.3 Appel—

- Persone wat deur 'n munisipale besluit ingevolge gedelegeerde gesag veronreg voel, mag appèl teen die betrokke besluit aanteken deur die Munisipale Bestuurder ingevolge artikel 62 van die Wet binne 21 (een en twintig) dae na die datum van kennisgewing van die munisipale besluit skriftelik te verwittig van die voorneme om te appelleer.

<p>(b) The grounds for appeal must be clearly set out by the aggrieved person or their duly authorised representative.</p> <p>(c) Where applicable, the costs incurred for testing any metering equipment must be included in the notice.</p> <p>6. Payment facilities</p> <p>6.1 The Municipality must provide and maintain strategically situated, accessible payment offices and cash points throughout its area of jurisdiction.</p> <p>6.2 The following alternative payment facilities must also be provided or made available—</p> <ul style="list-style-type: none"> (a) electronic bank transfers (ACB system); (b) internet transfers; (c) direct deposits into the Municipality's approved bank account; (d) payments at various accredited businesses and other agencies; and (e) where available, credit and debit card facilities — up to R5 000 per municipal account per month, only in respect of residential property. <p>6.3 Where any of the alternative payment facilities are used, the onus is on the person using such facilities to provide proof of payment, and the Municipality does not accept liability for non-receipt of such payments, or for incorrect allocations which are due to a mistake on the part of that person.</p> <p>6.4 Where payment is made by way of a direct deposit into the Municipality's approved bank account, the consumer must submit proof of the deposit before or on the due date.</p>	<p>(b) Gegrifde persone of hulle behoorlik gemagtigde verteenwoordiger moet die redes vir die appellering duidelik uiteenset.</p> <p>(c) Waar van toepassing, moet die kennisgiving die koste vermeld wat aangegaan is om enige meettoestel te toets.</p> <p>6. Betaalfasilitete</p> <p>6.1 Die Munisipaliteit moet strategies geleë, toeganklike betaalkantore en kontantbetaalpunte oral in die munisipale regssgebied voorsien en in stand hou.</p> <p>6.2 Daarbenewens moet die volgende betaalfasilitete ook voorsien of beskikbaar gestel word—</p> <ul style="list-style-type: none"> (a) elektroniese bankoordragte (GVB-stelsel; Eng. ACB); (b) internetoordragte; (c) regstreekse deponering in die Munisipaliteit se goedgekeurde bankrekening; (d) betalings by verskillende geakkrediteerde sakeondernemings en ander agentskappe; en (e) waar beskikbaar, krediet- en debietkaartfasilitete — vir bedrae van R5 000 of minder per munisipale rekening per maand, slegs ten opsigte van residensiële eiendom. <p>6.3 Indien een van die betaalfasilitete genoem in 6.2 gebruik word, rus die onus op die persoon wat sodanige fasilitete gebruik om bewys van betaling te lever en aanvaar die Munisipaliteit geen aanspreeklikheid vir nie-onvang van sodanige betalings of vir foutiewe toewysings as gevolg van 'n fout wat die betrokke persoon begaan het nie.</p> <p>6.4 Indien 'n betaling by wyse van regstreekse deponering in die Munisipaliteit se goedgekeurde bankrekening gedoen word, moet die verbruiker voor of op die betaaldatum bewys van die deposito lever.</p>
<p>7. Consolidation of accounts and appropriation of payments</p> <p>7.1 The Municipality considers all separate accounts of a consumer to be consolidated as contemplated in section 102 of the Act, even if separate accounts should be rendered for such owner or tenant and including all prepaid services for which no account statement is issued.</p> <p>7.2 Payments received by the Municipality will be appropriated in the order determined by the Municipality during the annual budgeting process.</p> <p>7.3 The Municipality must appropriate payments received in date order — oldest debts first — by means of instalments as determined by the Council annually in order to prevent prescription, and must take care not to let consumers accrue more debts by neglecting to appropriate a portion of such payment(s) to current accounts.</p> <p style="text-align: center;">CHAPTER 3: CREDIT CONTROL AND DEBT COLLECTION MEASURES</p> <p>8. Application for municipal services</p> <p>8.1 No person may receive or consume municipal services without the Municipality's approval.</p> <p>8.2 The Municipality may render services to consumers in terms of special agreements where circumstances require special measurements.</p> <p>8.3 Consumers who want to receive or use municipal services must apply in writing for approval as contemplated in section 8.1.</p> <p>8.4 In respect of nonresidential property where the consumers are not the owners, the owner must consent in writing to the services being supplied as requested.</p> <p>8.5 Upon approval of an application for services to be provided, the Municipality must inform the applicant of the following—</p> <ul style="list-style-type: none"> (a) the various levels or standards of services available, and the applicable tariffs or fees payable in respect of each level of service; 	<p>7. Konsolidasie van rekening en toewysing van betalings</p> <p>7.1 Ingevolge artikel 102 van die Wet beskou die Munisipaliteit alle afsonderlike rekening van 'n verbruiker as gekonsolideer, selfs al word afsonderlike rekening aan die betrokke eienaar of huurder uitgereik; alle voorafbetaalde dienste waarvoor geen rekeningstaat uitgereik word nie, is hierby inbegrepe.</p> <p>7.2 Die Munisipaliteit sal betalings wat ontvang word, toewys in die volgorde wat die tydens die jaarlikse munisipale begrotingsproses bepaal is.</p> <p>7.3 Die Munisipaliteit moet betalings wat ontvang word, toewys in datumvolgorde — oudste skuld eerste — en paaimentsgewys soos jaarliks deur die Raad bepaal ten einde verjaring van skuld te stuit, en moet sorg dra dat verbruikers nie verder in die skuld gedompel word omdat 'n gedeelte van hulle betaling(s) nie aan lopende rekening toegewys is nie.</p> <p style="text-align: center;">HOOFTUK 3: MAATREELS VIR SKULDINVORDERING EN KREDIETBEHEER</p> <p>8. Aansoek om munisipale dienste</p> <p>8.1 Niemand mag sonder die Munisipaliteit se goedkeuring munisipale dienste ontvang of verbruik nie.</p> <p>8.2 Die Munisipaliteit mag ingevolge spesiale ooreenkomsdiens aan verbruikers lever waar omstandighede spesiale maatreels verg.</p> <p>8.3 Verbruikers wat munisipale dienste wil ontvang of gebruik, moet skriftelik om goedkeuring aansoek doen soos in artikel 8.1 bepaal.</p> <p>8.4 Wat betref nieresidensiële eiendom waarvan die verbruikers nie die eienaars is nie, moet die eienaar skriftelik toestem dat munisipale dienste gelewer mag word soos versoek.</p> <p>8.5 Nadat 'n aansoek om die verskaffing van dienste goedkeur is, moet die Munisipaliteit die aansoeker van die volgende verwittig—</p> <ul style="list-style-type: none"> (a) die verskillende vlakke of kategorieë van dienste wat gelewer word, en die toepaslike tariewe of gelde wat ten opsigte van elke diensvlak betaalbaar is;

<p>(b) the due date for payment of all amounts owed to the Municipality;</p> <p>(c) the service hours of cashiers where payments may be made, and the conditions for payment at vendor points;</p> <p>(d) the various alternative payment facilities available, and the conditions and requirements relating to each;</p> <p>(e) the Municipality's right to terminate or restrict water or electricity services in case of nonpayment of an account or any part thereof or tampering with municipal metering equipment;</p> <p>(f) the consumer's liability for any damages caused to metering equipment or other municipal property;</p> <p>(g) the consumer's obligation to pay for services despite possible nondelivery of an account statement;</p> <p>(h) the owner's liability for the occupier's or tenant's arrears for municipal services;</p> <p>(i) the Municipality's right to consolidate the various accounts of a specific consumer;</p> <p>(j) the Municipality's right to install a prepayment meter on a property where the electricity supply was disconnected because of nonpayment or tampering, in which case the meter remains municipal property;</p> <p>(k) the installation of prepayment meters being encouraged but subject to the owner's written permission, while debtors whose electricity supply has been disconnected three times for nonpayment will be compelled to install a prepayment meter before the supply will be reconnected; and all energy dispensers being installed at the owner's or tenant's expense;</p> <p>(l) the Municipality's right to install a water demand management meter on a property because of nonpayment or tampering, in which case the meter remains municipal property;</p> <p>(m) the Municipality's right to withhold or to limit units purchased for a prepayment meter or to offset a portion of any payment against arrears in case of nonpayment of debt owed the Municipality;</p> <p>(n) the Municipality's right to levy interest on amounts not paid by the due date as stipulated on an account statement;</p> <p>(o) the Municipality's right to attach movable and immovable property;</p> <p>(p) the Municipality's offering assistance to indigents; and</p> <p>(q) the Municipality's having a client service charter.</p>	<p>(b) die betaaldatum vir alle bedrae wat aan die Munisipaliteit verskuldig is;</p> <p>(c) die diensure van kassiere waar betalings gedoen kan word, en die voorwaardes vir betaling by verkoopspunte;</p> <p>(d) die verskillende soorte betaalfasilitete wat beskikbaar is, en die voorwaardes en vereistes ten opsigte van elk;</p> <p>(e) die Munisipaliteit se reg om water- of elektrisiteitsdienste te beëindig of te beperk in geval van wanbetaling van 'n rekening of enige gedeelte daarvan of peutering met munisipale meettoerusting;</p> <p>(f) die verbruiker se aanspreeklikheid vir enige skade wat aan meettoerusting of ander munisipale eiendom aangerig word;</p> <p>(g) die plig op verbruikers om vir dienste te betaal, selfs al sou 'n rekeningstaat hulle nie bereik het nie;</p> <p>(h) die eienaar se aanspreeklikheid vir okkuperders of huurders se agterstallige rekeninge vir munisipale dienste;</p> <p>(i) die Munisipaliteit se reg om die onderskeie rekeninge van 'n sekere verbruiker te konsolideer;</p> <p>(j) die Munisipaliteit se reg om 'n vooruitbetaalde meter te installeer op 'n eiendom waar die elektrisiteitsvoorsiening weens wanbetaling of peutering afgesluit is, in welke gevval die meter munisipale eiendom bly;</p> <p>(k) die aanmoediging om voorafbetaalde meters te laat installeer, onderhewig aan die eienaar se skriftelike toestemming, terwyl skuldenaars wie se elektrisiteitsvoorsiening by drie geleenthede weens wanbetaling ontkoppel is, verplig sal word om 'n voorafbetaalde meter te laat installeer voordat elektrisiteitsvoorsiening herstel word; en die koste van sodanige installering wat vir die eienaar of huurder se rekening is;</p> <p>(l) die Munisipaliteit se reg om 'n meettoestel vir waternaamvraagbestuur aan te bring op eiendom ten opsigte waarvan wanbetaling of peutering plaasgevind het, in welke gevval die meter munisipale eiendom bly;</p> <p>(m) die Munisipaliteit se reg om eenhede wat vir voorafbetaalde meters gekoop is, terug te hou of te beperk, of om 'n gedeelte van enige betaling teen agterstallige bedrae te verrekken in geval van wanbetaling van bedrae wat aan die Munisipaliteit verskuldig is;</p> <p>(n) die Munisipaliteit se reg om rente te hef op bedrae wat nie teen die betaaldatum vereffen is soos op 'n rekeningstaat aangedui nie;</p> <p>(o) die Munisipaliteit se reg om op roerende en onroerende eiendom beslag te lê;</p> <p>(p) die moontlikheid van munisipale deernisondersteuning aan hulpbehoewende verbruikers; en</p> <p>(q) die bestaan van 'n munisipale kliëntedienshandves.</p>
<p>8.6 The Municipality will be obliged to provide a specific level of a municipal service requested only if—</p> <p>(a) the Municipality already provides such level of service in the normal course of events; and</p>	<p>8.6 Die Munisipaliteit is verplig om munisipale dienste te lewer op 'n sekere vlak wat versoek is, slegs indien—</p> <p>(a) die Munisipaliteit reeds in die gewone verloop van sake diens op sodanige vlak lewer; en</p>
<p>(b) the Municipality possesses the means and capacity to provide service at such level.</p>	<p>(b) die Munisipaliteit oor die middele en kapasiteit beskik om die betrokke dienste op sodanige vlak te lewer.</p>
<p>8.7 Consumers may apply at any time to change the level of a municipal service originally approved, provided that the level of service requested is available and that the costs and disbursements incidental to such change be borne by the applicant.</p>	<p>8.7 Verbruikers kan te eniger tyd aansoek doen om die vlak van 'n munisipale diens wat aanvanklik goedgekeur is, te verander; mits die diensvlak wat versoek word, beskikbaar is, en mits die aansoeker die koste en uitgawes in verband met sodanige verandering dra.</p>
<p>8.8 In the case of illiterate or similarly disabled persons, the Municipality must ensure that they are aware of and understand the contents of the application form and that they are assisted in completing it.</p>	<p>8.8 In die geval van ongeletterde of soortgelyk gestremde persone moet die Munisipaliteit sorg dat hulle van die inhoud van 'n aansoekvorm kennis dra en dit begryp, en dat hulle bystand ontvang om dit in te vul.</p>
<p>8.9 Should the Municipality—</p>	<p>8.9 Indien die Munisipaliteit—</p>
<p>(a) refuse an application for the provision of municipal services or of a specific service or level of service; or</p>	<p>(a) 'n aansoek om die voorsiening van munisipale dienste of 'n sekere diens of vlak van diens sou afkeur; of</p>

<p>(b) not be in a position to provide such municipal service or level of service on the date on which it is requested; or</p> <p>(c) not be in a position to provide such municipal service or level of service at all,</p> <p>the Municipality must inform the applicant of such refusal or inability to provide the service and the reasons for it.</p> <p>8.10 Approval for the provision of services or any undertaking or arrangement under this policy does not constitute a credit facility contemplated in section 8(3) of the National Credit Act 34 of 2005 but is deemed to be incidental credit as contemplated in section 4(6)(b) read with sections 5(2) and (3) of the National Credit Act.</p> <p>9. Liability for payment</p> <p>9.1 A consumer who receives, uses or benefits from the services offered or rendered by the Municipality in terms of its functions as listed in schedules 4B and 5B of the Constitution is responsible for the payment of any monies due and payable to the Municipality in respect of such consumption or benefit.</p> <p>9.2 If for any reason service charges have not been levied, the Municipality is entitled to issue an account statement as from the date of registration of such property at the Deeds Office.</p> <p>9.3 Rental payable in respect of the letting of state-financed housing and other municipal property is payable by—</p> <ul style="list-style-type: none"> (a) the person with whom the lease was concluded; or (b) if no agreement of lease was concluded: the person who applied to rent the premises; or (c) if no such person can be identified: the head of the household occupying such premises; or (d) any other person who accepts responsibility for the payment of rental due, whether they occupy the premises or not. <p>9.4 The responsibility for repaying housing loans rests on the person(s) with whom the loan agreement or instrument of debt has been concluded.</p> <p>9.5 If an account is not paid in full, any lesser amount offered and accepted by the Municipality will not be regarded as full and final settlement of such account unless the Municipal Manager accepts such lesser amount in writing as being in full and final settlement of the account in question.</p> <p>9.6 Nondelivery of an account or an error on or omission from an account statement resulting from an administrative error on the part of Swartland Municipality does not exempt consumers from payment of any amounts owing to the Municipality.</p> <p>10. Due date</p> <p>Accounts for rates or services offered or rendered by the Municipality become due and payable as follows—</p> <p>10.1 Rates—</p> <ul style="list-style-type: none"> (a) Rates become due and payable on 1 July of each year for which such rates are calculated. (b) The Municipality will recover rates levied in 12 (twelve) equal instalments that will be payable on the date indicated on the account statement. (c) The Municipality will recover the rates levied in a single amount by prior arrangement, in which case the amount is payable on the date determined by the Municipality in respect of annual payments at the end of October of the year in which the amount is levied. 	<p>(b) nie daartoe in staat is om sodanige munisipale diens of vlak van diens te verskaf op die datum waarop dit versoek word nie; of</p> <p>(c) nie daartoe in staat is om sodanige munisipale diens of vlak van diens hoegenaamd te lewer nie,</p> <p>moet die Munisipaliteit die aansoeker van sodanige afkeuring of onvermoë om die diens te lewer, verwittig, sowel as die redes daarvoor.</p> <p>8.10 Goedkeuring vir die verskaffing van dienste of enige onderneming of reëling ingevolge hierdie beleid stel nie 'n kredietfasilitet daar soos beoog in artikel 8(3) van die Nasionale Kredietwet 34 van 2005 nie, maar word beskou as toevallige krediet soos beoog in artikel 4(6)(b) saamgelees met artikel 5(2) en (3) van die Nasionale Kredietwet.</p> <p>9. Aanspreeklikheid vir betaling</p> <p>9.1 'n Verbruiker wat die dienste ontvang, gebruik of daaruit voordeel trek wat die Munisipaliteit ingevolge 'n munisipaliteit se funksies soos vermeld in Bylae 4B en 5B van die Grondwet aanbied of verskaf, is verantwoordelik vir die betaling van enige geldte wat ten opsigte van sodanige verbruik of voordeel aan die Munisipaliteit verskuldig en betaalbaar is.</p> <p>9.2 Indien diensteheffings om watter rede ook al nie gehef is nie, het die Munisipaliteit die reg om 'n rekeningstaat uit te reik vanaf die datum waarop sodanige eiendom by die Aktekantoor geregistreer is.</p> <p>9.3 Huurgeld ten opsigte van die verhuring van staatsgefinsioneerde behuising en ander munisipale eiendom is betaalbaar deur—</p> <ul style="list-style-type: none"> (a) die persoon met wie die huurooreenkoms gesluit is; of (b) indien geen huurooreenkoms aangegaan is nie: die persoon wat aansoek gedoen het om die perseel te huur; of (c) indien geen sodanige persoon uitgewys kan word nie: die hoof van die huishouding wat so 'n perseel okkuper; of (d) enige ander persoon wat verantwoordelikheid aanvaar vir die betaling van huurgeld wat verskuldig is, ongeag of die persoon die perseel okkuper al dan nie. <p>9.4 Die verantwoordelikheid vir die terugbetaling van behuisingslenings rus op die persoon of persone met wie die leningsooreenkoms of skuldakte gesluit is.</p> <p>9.5 Indien 'n rekening nie ten volle betaal word nie, sal geen mindere bedrag wat aangebied word en deur die Munisipaliteit aanvaar word, geag word volle en finale vereffening van sodanige rekening daar te stel nie, tensy die Munisipale Bestuurder die betrokke mindere bedrag skriftelik ter volle en finale vereffening van die betrokke rekening aanvaar.</p> <p>9.6 Indien 'n rekeningstaat weens 'n administratiewe fout deur Swartland Munisipaliteit nie afgelewer word nie of 'n fout of weglatting daarop voorkom, beteken dit nie dat verbruikers vrygestel is van hulle plig om enige bedrae wat aan die Munisipaliteit verskuldig is, te betaal nie.</p> <p>10. Betaaldatum</p> <p>Rekenings vir eiendomsbelasting of dienste wat deur die Munisipaliteit aangebied of verskaf word, raak soos volg verskuldig en betaalbaar—</p> <p>10.1 Eiendomsbelasting—</p> <ul style="list-style-type: none"> (a) Eiendomsbelastings raak verskuldig en betaalbaar op 1 Julie van elke jaar waarvoor sodanige eiendomsbelasting bereken word. (b) Die Munisipaliteit verhaal eiendomsbelasting wat gehef word in 12 (twaalf) gelyke paaiememente wat betaalbaar is op die datum soos op die rekeningstaat aangedui. (c) Reëlings kan vooraf getref word dat die Munisipaliteit eiendomsbelasting wat gehef word, as 'n enkele bedrag verhaal; sodanige bedrag is betaalbaar op die datum aan die einde van Oktober wat die Munisipaliteit bepaal vir jaarlike betalings van die jaar waarin die bedrag gehef word.
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- (d) Where property becomes taxable after 1 July of the Municipality's financial year, the rates levied become due and payable on the date of notice to the owner of their being liable for payment thereof.
- (e) The provisions of sections 10.1(b) and (c) will apply with the necessary changes in respect of rates levied under section 10.1(d).
- (f) Applications to pay rates in a single amount must be submitted to the Municipality before 31 May of each year.

10.2 Availability charges—

- (a) Availability charges become due and payable on 1 July of each year for which such fees are calculated.
- (b) The Municipality will recover the availability charges levied in 12 (twelve) equal instalments that will be payable on or before the last working day of each month in respect of which payment must be made.
- (c) If a levy becomes payable after 1 July of a financial year, it becomes due and payable on the date of notice to the owner of their being liable for payment thereof.

10.3 Municipal services—

Monies payable in respect of municipal services are due and payable on the date indicated on the account statement that is rendered each month, and payment must be made on or before the last working day of the month in which an account was delivered.

10.4 Rental or loan instalment—

Payment of rental or loan instalments due in respect of state-financed housing or other municipal property must be made on the dates and in accordance with the provisions set out in the relevant lease or loan agreements.

10.5 Other fees or instalments—

Payment of monies other than those contemplated in sections 11.1(a) to (e) and section 11.4 must be made on the date indicated on the account, which date will be no more than 30 (thirty) days after the particular service has been rendered.

11. Accounts in arrears

11.1 Rates—

- (a) If rates that are payable in a single amount remain unpaid after the due date, the Director: Financial Services will serve a written notice on the owner demanding payment within 14 (fourteen) days from the date of notification to remedy the default.
- (b) Upon failure to comply with a notice contemplated in subsection (a) above, the Director: Financial Services will institute legal proceedings to recover such rates, subject to the provisions of section 15.
- (c) If an owner who pays rates in monthly instalments defaults on payments, the Director: Financial Services will withdraw by written notice the owner's right to pay monthly instalments, in which event the full amount of outstanding rates becomes due and payable immediately.
- (d) If rates payable in monthly instalments are not paid in full within 12 (twelve) months after the date on which such rates became due and payable, the Director: Financial Services will act as set out in subsections (a) and (b) above.
- (e) Subsections (a) and (b) above apply also with regard to recovery of rates as contemplated in subsection (c).

- (d) Indien eiendom ná 1 Julie van die munisipale boekjaar belasbaar raak, raak die eiendomsbelasting wat gehef word, verskuldig en betaalbaar op die datum waarop die eienaar in kennis gestel word dat hy of sy vir die betaling daarvan aanspreeklik is.
- (e) Die bepalings van artikel 10.1(b) en (c) geld ook, met die nodige aanpassings, vir belasting wat ingevolge artikel 10.1(d) gehef word.
- (f) Aansoeke om eiendomsbelasting as 'n enkelbedrag te betaal, moet voor 31 Mei elke jaar by die Munisipaliteit ingediend word.

10.2 Beskikbaarheidsgelde—

- (a) Beskikbaarheidsgelde raak verskuldig en betaalbaar op 1 Julie van elke jaar waarvoor sodanige gelde bereken word.
- (b) Die Munisipaliteit verhaal beskikbaarheidsgelde wat gehef word in 12 (twaalf) gelyke paaiemente wat betaalbaar is voor of op die laaste werksdag van elke maand ten opsigte waarvan sodanige betaling gedoen moet word.
- (c) Indien gelde ná 1 Julie van 'n sekere boekjaar gehef word, raak dit verskuldig en betaalbaar op die datum waarop die eienaar in kennis gestel word dat hy of sy vir die betaling daarvan aanspreeklik is.

10.3 Munisipale dienste—

Gelde ten opsigte van munisipale dienste raak verskuldig en betaalbaar op die datum soos aangedui op die rekeningstaat wat elke maand uitgereik word, en betaling moet gedoen word voor of op die laaste werksdag van die maand waarin die rekeningstaat gelewer is.

10.4 Huurgeld of leningspaaiemonte—

Die betaling van huurgeld of leningspaaiemonte wat ten opsigte van staatsgefinsioneerde behuising of ander munisipale eiendom verskuldig is, moet gedoen word op die datums en in ooreenstemming met die bepalings van die betrokke huur- of leningsooreenkoms.

10.5 Ander gelde of paaiemonte—

Die betaling van gelde buiten die bedrae bedoel in artikel 11.1(a) tot (e) en artikel 11.4 moet geskied op die datum wat op die rekeningstaat verskyn, en wat hoogstens 30 (dertig) dae sal wees nadat die betrokke diens verskaf is.

11. Agterstallige rekening

11.1 Eiendomsbelasting—

- (a) Indien eiendomsbelasting wat as 'n enkelbedrag betaalbaar is, op die betaaldatum steeds uitstaande is, sal die Direkteur: Finansiële Dienste 'n skriftelike kennisgewing op die eienaar bestel wat betaling binne 14 (veertien) dae ná die kennisgewingsdatum eis ten einde die versuim reg te stel.
- (b) Sou die eienaar versuim om te voldoen aan 'n kennisgewing soos in subartikel (a) hier bo bedoel, sal die Direkteur: Finansiële Dienste regstappe instel om sodanige eiendomsbelasting te verhaal, met inagneming van die bepalings van artikel 15.
- (c) Indien 'n eienaar wat eiendomsbelasting in maandelikse paaiemonte betaal, sou versuim om te betaal, sal die Direkteur: Finansiële Dienste die eienaar se reg om by wyse van paaiemonte te betaal met skriftelike kennisgewing intrek; die volle bedrag van die uitstaande eiendomsbelasting raak dan onmiddellik verskuldig en betaalbaar.
- (d) Indien eiendomsbelasting wat in maandelikse paaiemonte betaalbaar is, nie binne 12 (twaalf) maande ná die datum waarop sodanige eiendomsbelasting verskuldig en betaalbaar geraak het, ten volle betaal is nie, moet die Direkteur: Finansiële Dienste optree soos in subartikel (a) en (b) hier bo uiteengesit.
- (e) Subartikel (a) en (b) hier bo is ook op die verhaling van eiendomsbelasting soos bedoel in subartikel (c) van toepassing.

11.2 Availability charges—

Sections 11.1(c) and (d) apply, with the necessary changes, to owners who default on payments regarding availability charges.

11.3 Municipal services—

- (a) If a consumer fails to pay any amount or portion thereof regarding municipal services on the due date, the Municipality may—
 - (i) disconnect the electricity supply to the premises concerned;
 - (ii) restrict the water supply to such premises by installing a water demand management meter on the service connection, which will allow the passage of at least 6 (six) kilolitres of water per month or as permitted by such management meter;
 - (iii) install a prepayment meter where the electricity supply has been disconnected because of nonpayment;
 - (iv) withhold or limit units purchased for a prepayment meter or to offset a portion of any payment against arrears as result of nonpayment of debt owed to the Municipality.
- (b) Notice to a consumer in respect of an account in arrears or outstanding debt may be given via direct electronic media, including but not limited to e-mail, SMS or any other available method of electronic communication determined by the Council from time to time.
- (c) The Municipality may enter into an agreement with consumers who are unable to pay their account or a portion of it in terms of which agreement the consumer will be permitted to pay the outstanding amount in monthly instalments as determined annually by the Council.
- (d) Where applicable, the Municipality may enter into an agreement with a consumer's employer under section 103 of the Act.
- (e) Should a consumer fail to comply with the conditions contemplated in section 11.1(c) or (d), the Municipality may cancel the agreement and institute any of the debt collection measures provided for in section 11.3(a).
- (f) Should a consumer be served with an account that shows an amount payable that is exceptionally high as a result of—
 - (i) an act or omission on the part of the Municipality; or
 - (ii) a leakage from a water installation or electricity installation on the premises which is not part of the Municipality's service connection,
 the Municipality may enter into an agreement with the consumer to pay the amount owed in monthly instalments.
- (g) If more than 30 (thirty) days have expired after the due date without an agreement having been conclude as contemplated in section 11.3(c), the Director: Financial Services will institute legal proceedings against the consumer in accordance with section 15 for the recovery of the debt.
- (h) Should a basic levy, availability charge, rates or any other cost be levied on premises of which the owner cannot be traced, the Municipal Manager and the Director: Financial Services, in consultation with the internal auditor and the Executive Mayor, may cease such levies; provided that, should the owner be traced, such levies may be recovered retrospectively.

11.4 Rentals or loan instalments—

- (a) Interest payable on rentals or loan instalments in arrears will be levied in accordance with the provisions of the lease or loan agreement concerned.

11.2 Beskikbaarheidsgelde—

Artikel 11.1(c) en (d) geld ook, met die nodige aanpassings, vir eienaars wat versuim om paaiememente ten opsigte van beskikbaarheidsgelde te betaal.

11.3 Munisipale dienste—

- (a) Indien verbruikers versuim om enige bedrag of gedeelte daarvan wat aan die Munisipaliteit verskuldig is, teen die betaaldatum te betaal, kan die Munisipaliteit—
 - (i) die elektrisiteitsvoorsiening na die betrokke perseel afsluit;
 - (ii) die watervoorsiening na sodanige perseel beperk deur 'n meettoestel vir waternaamvraagbestuur op die diensaansluiting te installeer, wat minstens 6 (ses) kiloliter water per maand sal deurlaat, of die volume wat die betrokke beheermeganisme toelaat;
 - (iii) 'n voorafbetaalde meter installeer indien die elektrisiteitsvoorsiening weens wanbetaling afgesluit is;
 - (iv) eenhede wat vir 'n voorafbetaalde meter gekoop is, terughou of beperk, of 'n gedeelte van enige betaling verreken teen bedrae wat weens wanbetaling ten opsigte van munisipale rekening agterstallig is.
- (b) Kennisgewing aan verbruikers in verband met enige agterstallige rekening of uitstaande skuld mag via direkte elektroniese media geskied; dit sluit die volgende in maar is nie daar toe beperk nie: e-pos, SMS of enige ander beskikbare metode van elektroniese kommunikasie soos van tyd tot tyd deur die Raad bepaal.
- (c) Die Munisipaliteit mag 'n ooreenkoms aangaan met verbruikers wat nie in staat is om hulle rekening of 'n gedeelte daarvan te betaal nie, ingevolge waarvan die verbruiker toegelaat sal word om die uitstaande bedrag in maandelikse paaiememente af te betaal soos jaarliks deur die Raad bepaal.
- (d) Waar van toepassing, kan die Munisipaliteit ingevolge artikel 103 van die Wet 'n ooreenkoms met 'n verbruiker se werkewer sluit.
- (e) Indien die verbruiker versuim om aan die voorwaardes bedoel in subartikel (c) of (d) hier bo te voldoen, kan die Munisipaliteit die ooreenkoms kanselleer en enige stappe vir skuldinvordering instel waarvoor subartikel (a) hier bo voorsien.
- (f) Indien 'n verbruiker 'n rekening ontvang waarop die betaalbare bedrag uitsonderlik hoog is as gevolg van—
 - (i) 'n handeling of versuim deur die Munisipaliteit; of
 - (ii) 'n lekkasie uit 'n waterpypleiding of elektrisiteitsinstallasie op die perseel wat nie deel van die munisipale diensaansluiting uitmaak nie,
 kan die Munisipaliteit 'n ooreenkoms met die verbruiker sluit om die verskuldigde bedrag in maandelikse paaiememente af te betaal.
- (g) indien 30 (dertig) dae of meer ná die betaaldatum verloop het sonder dat 'n ooreenkoms soos in subartikel (c) hier bo bedoel, gesluit is, sal die Direkteur: Finansiële Dienste regstappe ooreenkomsdig artikel 15 teen die verbruiker instel om die skuld te verhaal.
- (h) Indien 'n basiese heffing, beskikbaarheidsgelde, eiendomsbelasting of enige ander koste gehef word op persele waarvan die eienaar nie opgespoor kan word nie, kan die Munisipale Bestuurder en die Direkteur: Finansiële Dienste, in oorelog met die interne ouditeur en die Uitvoerende Burgemeester, sodanige heffings staak; met dien verstande dat, sou die eienaar opgespoor word, sodanige heffings met terugwerkende krag verhaal mag word.

11.4 Huurgeld of leningspaaiememente—

- (a) Rente wat op agterstallige huurgeld of leningspaaiememente betaalbaar is, word ooreenkomsdig die bepalings van die betrokke huur- of leningsooreenkoms gehef.

<ul style="list-style-type: none"> (b) Should rentals or loan instalments remain unpaid on or after the due date, a notice demanding payment as well as interest will be served on the person responsible for payment. (c) The Municipality may enter into an agreement with a consumer to pay the arrears by way of monthly instalments as set out in section 11.1(d), subject to the necessary changes. (d) If no agreement has been concluded to pay the arrears and such arrears should remain outstanding for more than 30 (thirty) days, the Director: Financial Services will take the steps set out in section 11.3(a). 	<ul style="list-style-type: none"> (b) Waar huurgeld of leningspaaiemente op die betaaldatum steeds uitstaande is, word rente daarop gehef en sal 'n aanmaningsbrief bestel word op die persoon wat vir betaling verantwoordelik is. (c) Die Munisipaliteit mag 'n ooreenkoms met 'n verbruiker aangaan om die agterstallige bedrae in maandelikse paaiemente soos uiteengesit in artikel 11.1(d) te betaal, onderhewig aan die nodige aanpassings. (d) Indien geen ooreenkoms om die agterstallige bedrae te betaal aangegaan is nie en sodanige bedrae raak meer as 30 (dertig) dae agterstallig, sal die Direkteur: Finansiële Dienste die maatreëls toepas wat in artikel 11.3(a) uiteengesit word.
<p>11.5 Other fees or instalments—</p> <p>Section 11.4 applies, with the necessary changes.</p>	<p>11.5 Ander gelde of paaiemente—</p> <p>Die bepalings van artikel 11.4 geld, met die nodige aanpassings.</p>
<p>12. Levying of interest</p> <p>12.1 The standard rate of interest must be levied and collected in respect of all amounts due and payable for each month; on the understanding that, for the purposes of calculation, a portion of a month will be regarded as a month.</p> <p>12.2 Interest is levied from the first working day following the date on which an amount in arrears has become payable.</p> <p>12.3 The Director: Financial Services, Municipal Manager and internal auditor, in consultation with the Executive Mayor, may authorise such interest to be waived.</p>	<p>12. Renteheffing</p> <p>12.1 Rente teen die standaardkoers moet gehef en gevorder word ten opsigte van alle verskuldigde en betaalbare bedrae vir elke betrokke maand; met dien verstande dat, vir die berekening van dié bedrag, 'n gedeelte van 'n maand geag sal word 'n volle maand te wees.</p> <p>12.2 Rente word gehef vanaf die eerste werksdag wat volg op die datum waarop die agterstallige bedrag betaalbaar geraak het.</p> <p>12.3 Direkteur: Finansiële Dienste, die Munisipale Bestuurder en die interne ouditeur kan, in oorleg met die Uitvoerende Burgemeester, goedkeur dat van sodanige rente afstand gedoen word.</p>
<p>13. Disconnection and reconnection of services</p> <p>13.1 Services disconnected under section 11.3(a) will be reconnected only upon payment of—</p> <ul style="list-style-type: none"> (a) the amount in arrears together with interest, or an amount according to a payment agreement under section 11.3(c); (b) the reconnection fees; and (c) any other fees stipulated in the Municipality's Tariff Policy. <p>13.2 The onus is on the debtor to request reconnection and to prove that the full amount owing was paid, or that a payment agreement was concluded.</p> <p>13.3 Restricted or disconnected services will be restored within a reasonable time after the debtor has produced proof of payment of the required amount, and subject to the Municipality's capacity at the time to restore such service.</p> <p>13.4 Services disconnected under section 22 will be reconnected only upon payment of—</p> <ul style="list-style-type: none"> (a) the reconnection fees; (b) the cost of damages to equipment; (c) the replacement costs of damaged equipment; and (d) any other fees stipulated in the Municipality's Tariff Policy. <p>13.5 No standby service will be rendered instead of reconnection in case of nonpayment or tampering with metering equipment.</p>	<p>13. Afsluiting en heraansluiting van dienste</p> <p>13.1 Dienste wat ingevolge artikel 11.3(a) afgesluit is, sal heraangesluit word slegs nadat die volgende betaal is—</p> <ul style="list-style-type: none"> (a) die agterstallige bedrag sowel as rente, of die bedrag ingevolge 'n afbetalingsooreenkoms soos in artikel 11.3(c) bedoel; (b) die heraansluitingsgeld; en (c) enige ander gelde ingevolge die Munisipaliteit se Tariefbeleid. <p>13.2 Die onus rus op die verbruiker om heraansluiting aan te vra en te bewys dat die volle bedrag wat verskuldig was, betaal is of dat 'n afbetalingsooreenkoms aangegaan is.</p> <p>13.3 Dienste wat beperk of afgesluit is, sal hervat word binne 'n redelike tyd nadat die verbruiker bewys van betaling vir die betrokke bedrag gelewer het, onderhewig aan die Munisipaliteit se bevoegdheid om die diens op daardie tydstip te hervat.</p> <p>13.4 Dienste wat ingevolge artikel 22 afgesluit is, sal slegs na betaling van die volgende heraangesluit word—</p> <ul style="list-style-type: none"> (a) die heraansluitingsgeld; (b) die koste van skade aan toerusting; (c) die vervangingskoste van beskadigde toerusting; en (d) enige ander geld ingevolge die Munisipaliteit se Tariefbeleid.
<p>14. Payment of consumer services deposit</p> <p>14.1 A consumer as contemplated in subsections (b) and (c) of the definition of "consumer" in section 1 of this by-law must pay, upon application for municipal services, a consumer services deposit as determined by the Municipality before the requested services will be provided.</p> <p>14.2 Should a consumer as contemplated in section 14.1 fail to pay the total outstanding debt for municipal services, or should services be disconnected or restricted as set out in section 11.3(a), the Municipality may increase the consumer services deposit.</p>	<p>13.5 Indien daar wanbetaling was of met meettoerusting gepeuter is, sal geen bystandsdiens in die plek van heraansluiting verskaf word nie.</p> <p>14. Betaling van verbruikersdienstedeposito's</p> <p>14.1 Indien 'n verbruiker — sien subartikel (b) en (c) van die omskrywing van "verbruiker" in artikel 1 van hierdie verordening — om munisipale dienste aansoek doen, moet die aansoeker 'n verbruikersdienstedeposito soos deur die Munisipaliteit bepaal, betaal voordat die verlangde dienste gelewer sal word.</p> <p>14.2 Indien 'n verbruiker soos in artikel 14.1 bedoel versuim om die volle uitstaande skuld vir munisipale dienste te betaal, of indien dienste ingevolge artikel 11.3(a) afgesluit of beperk word, mag die Munisipaliteit die verbruikersdienstedeposito verhoog.</p>

<p>14.3 The increase will be equal to the owner's average consumption over a period of 12 (twelve) months.</p> <p>14.4 Should a consumer as contemplated in section 14.1 move to other premises within the area of jurisdiction of the Municipality, the deposit payable may be increased if such move should require that.</p> <p>14.5 Should services be terminated upon a consumer's request, or should accounts be switched under section 4, the deposit may be utilised to cancel or reduce the owner's debt; the remainder, if any, will be refunded.</p> <p>14.6 The Municipality may increase a deposit held under section 14.1 annually, which increase will be equal to the average of the services consumed over a period of 12 (twelve) months.</p> <p>14.7 Should a consumer vacate the premises, the deposit will be forfeited and applied to settle any unpaid municipal accounts.</p> <p>14.8 The Municipality is not liable for the payment of interest on deposits held.</p> <p>15. Institution of legal proceedings</p> <p>15.1 The institution of legal proceedings includes but is not limited to—</p> <ul style="list-style-type: none"> (a) issuing summons for payment of amounts in arrears; (b) attachment of rent payable in respect of a property, where applicable; (a) attachment of a consumer's remuneration; (b) attachment and sale in execution of movable property; (c) attachment and sale in execution of immovable property; and (d) eviction of an occupier of any municipal property and/or attachment of an occupier's movable property in terms of a hypothec lien. <p>15.2 The institution of legal proceedings must be undertaken with due consideration of all legal requirements and in compliance with the applicable regulations and court rules as per the Magistrates' Court Act 32 of 1944 (as amended) and the Supreme Court Act 59 of 1959 (as amended).</p> <p>15.3 Should a consumer's debt be less than R500 (five hundred rand) and older than 90 (ninety) days, the Director: Financial Services may decide whether—</p> <ul style="list-style-type: none"> (a) the account should be handed over for collection; or (b) legal proceedings should be instituted against the consumer. <p>15.4 Should the debt be more than R500 (five hundred rand) and older than 90 (ninety) days, the Director: Financial Services may determine which of the judicial measures listed in section 15.3 will be the most appropriate and effective in the particular case.</p> <p>16. Writing off of outstanding debt</p> <p>This will be dealt with case by case upon the recommendation of the Director: Financial Services, and subject to approval by the Council.</p> <p>17. Payment agreement criteria</p> <p>17.1 Agreements to pay outstanding debts in legal suit by means of monthly payment agreements are made with reference to the following—</p> <ul style="list-style-type: none"> (a) the debtor's income; (b) the debtor's employment status; (c) the total amount outstanding; (d) payment agreement concluded previously; (e) the debtor's socio-economic and/or other circumstances; and (f) the account history. 	<p>14.3 Die verhoging sal gelykstaande wees aan die eienaar se gemiddelde verbruik oor 'n tydperk van 12 (twaalf) maande.</p> <p>14.4 Indien 'n verbruiker soos in artikel 14.1 bedoel na 'n ander perseel binne die Munisipaliteit se regsgebied verhuis, kan die deposito verhoog word indien sodanige verhuis 'n hoër deposito verg.</p> <p>14.5 Indien dienste op versoek van 'n verbruiker beëindig word, of indien rekening ingevolge artikel 4 oorgedra word, mag die deposito gebruik word om die verbruiker se skuld te delg of te verminder; die restant, indien daar is, sal terugbetaal word.</p> <p>14.6 Die Munisipaliteit kan 'n deposito wat ingevolge artikel 14.1 gehou word, te eniger tyd verhoog met 'n bedrag gelykstaande aan die gemiddelde verbruik van dienste oor 'n tydperk van 12 (twaalf) maande.</p> <p>14.7 Indien 'n verbruiker 'n perseel ontruim, word die deposito verbeur en aangewend om enige onbetaalde munisipale rekening te vereffen.</p> <p>14.8 Die Munisipaliteit is nie aanspreeklik vir die betaling van rente op deposito's wat gehou word nie.</p> <p>15. Instelling van regstappe</p> <p>15.1 Die instelling van geregtelike stappe sluit die onderstaande in maar is nie daar toe beperk nie—</p> <ul style="list-style-type: none"> (a) dagvaardiging vir betaling van agterstallige bedrae; (b) beslaglegging vir huur betaalbaar ten opsigte van 'n eiendom, waarvan toepassing; (a) beslaglegging op 'n verbruiker se vergoeding; (b) beslaglegging en verkoping in eksekusie van roerende goed; (c) beslaglegging en verkoping in eksekusie van onroerende goed; en (d) uitsetting van die okkuperder van enige munisipale eiendom en/of beslaglegging op 'n okkuperder se roerende goed ingevolge 'n hipoteek. <p>15.2 Geregtelike stappe moet ingestel word met behoorlike inagneming van alle wetlike vereistes en ooreenkomsdig die toepaslike regulasies en hofreëls soos in die Wet op Landdroshewe 32 van 1944 (soos gewysig) en die Wet op die Hooggereghof 59 van 1959 (soos gewysig) bepaal.</p> <p>15.3 Indien 'n verbruiker se skuld minder as R500 (vyf honderd rand) en 90 (neentig) dae of ouer is, kan die Direkteur: Finansiële Dienste besluit of—</p> <ul style="list-style-type: none"> (a) die rekening vir invordering oorhandig moet word; of (b) geregtelike stappe teen die verbruiker ingestel moet word. <p>15.4 Indien die skuld meer as R500 en ouer as 90 (neentig) dae is, kan die Direkteur: Finansiële Dienste besluit watter van die geregtelike stappe vermeld in artikel 15.3 sal die mees gepaste en doeltreffende maatreël in die besondere geval wees.</p> <p>16. Afskrywing van agterstallige skuld</p> <p>Dit sal na gelang van elke geval hanteer word op aanbeveling van die Direkteur: Finansiële Dienste en onderhewig aan goedkeuring deur die Raad.</p> <p>17. Kriteria vir betalingsooreenkoms</p> <p>17.1 By die sluiting van betalingsooreenkoms by wyse van maandelikse paaiememente ten opsigte van agterstallige skuld waaroor 'n regsgeding aanhangig gemaak is, word die volgende in ag geneem—</p> <ul style="list-style-type: none"> (a) die skuldenaar se inkomste; (b) die skuldenaar se indiensnemingstatus; (c) die totale bedrag wat uitstaande is; (d) betalingsooreenkoms wat vantevore gesluit is; (e) die skuldenaar se sosio-ekonomiese en/of ander omstandighede; en (f) die rekeninggeskiedenis.
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- 17.2 Agreements to pay outstanding debt on account, not in legal suit but in current status by means of monthly payment arrangement are made with reference to the following—
- the debtor's income;
 - the debtor's employment status;
 - the total amount outstanding;
 - the debtor's socio-economic and/or other circumstances;
 - the account history.

CHAPTER 4: GENERAL PROVISIONS

18. Collection costs

All legal costs, disbursements, collection commission and any other expenses incurred by the Municipality in order to recover monies owing by a consumer will be debited against the relevant account and collected from the person responsible for it.

19. Dishonoured payments

- Should any payment by means of a negotiable instrument be dishonoured by a bank, the Municipality will levy costs and administration fees on the account concerned.
- Should cheque payments be dishonoured for a third time within a financial year, the Municipality will accept no future payments per cheque from the owner or tenant concerned.

20. Access to premises and the power of inspection

Authorised officials of the Municipality or of a service provider have access to premises at all reasonable hours for the purposes of implementation under this policy; provided that the official concerned must provide the necessary identification upon request by the owner, tenant and/or lawful occupant, and also to the unlawful possessor or holder of the property.

21. Safe accommodation of service connections and appliances

Consumers are responsible for safely accommodating any service connections, meters, stopcocks and appliances and equipment for the safeguarding of services on their premises, and are liable for any costs or losses incurred or damages suffered by the Municipality in this respect that result from the consumer's failure to fulfil the aforementioned responsibility.

22. Unauthorised use of services

22.1 A consumer who—

- uses or gains access to municipal services without approval under section 8.1; or
- tamper with, breaks or damages any seal, or removes any appliance or equipment which has been installed to measure, provide or restrict the supply of services,

will be held liable for payment regarding any unauthorised consumption of services.

22.2 The Municipality has the right to disconnect water or electricity supply to premises if—

- such services are used without approval as contemplated in section 22.1(a); and
- metering equipment has been wilfully damaged or tampered with as contemplated in section 22.1(b).

22.3 Without prejudice to the Municipality's right to institute criminal proceedings, a consumer who tampers with or damages any appliance or equipment as contemplated in section 22.1(b) is liable for the costs contemplated in section 13.4.

22.4 In the case of tampering with or damaging of any metering equipment, the owner will be held responsible for such tampering or damages unless the owner can prove otherwise.

- 17.2 By die sluiting van betalingsooreenkomste by wyse van maandelikse paaiemente ten opsigte van agterstallige skuld waaroor nie in geding getree is nie, maar wat in lopende status is, word die volgende in ag geneem—
- die skuldenaar se inkomste;
 - die skuldenaar se indiensnemingstatus;
 - die totale bedrag wat uitstaande is;
 - die skuldenaar se sosio-ekonomiese en/of ander omstandighede; en
 - die rekeninggeskiedenis.

HOOFSTUK 4: ALGEMENE BEPALINGS

18. Invorderingskoste

Alle regskoste, uitgawes, invorderingskommissie en enige ander uitgawes wat die Munisipaliteit aangaan om geld te deur 'n verbruiker verskuldig is in te vorder, sal teen die betrokke rekening gedebiteer word en verhaal word van die persoon wat daarvoor verantwoordelik is.

19. Gedishonoreerde betalings

- Indien enige betaling wat by wyse van 'n verhandelbare instrument gedoen is, deur 'n bank gedishonoreer word, sal die Munisipaliteit koste en administrasiegeld ten opsigte van die betrokke rekening hef.
- Indien 'n tjekbetaling die derde keer binne een boekjaar gedishonoreer word, sal die Munisipaliteit geen verdere betalings per tjeck vanaf die eienaar of huurder aanvaar nie.

20. Toegang tot persele en inspeksiebevoegdheid

Gemagtigde amptenare van die Munisipaliteit of 'n diensverskaffer het te alle redelike tye toegang tot persele vir die doeleindes daarvan om hierdie beleid toe te pas; met dien verstande dat die betrokke amptenaar die nodige identifikasie op versoek aan die eienaar, huurder en/of wettige okkuperdeer kan vertoon, asook aan die onwettige besetter of houer van die eiendom.

21. Veilige akkommadasie van diensaansluitings en apparaat

Verbruikers is daarvoor verantwoordelik om enige diensaansluitings, meters, afsluitkrane, toestelle en beveiligingstoerusting vir dienste veilig op hulle perseel te akkommodeer, en is aanspreeklik vir enige koste, verliese of skade wat die Munisipaliteit ten opsigte daarvan mag aangaan of ly en wat veroorsaak is deur die verbruiker se versuim om die voorgenoemde verantwoordelikheid na te kom.

22. Ongemagtigde gebruik van dienste

22.1 'n Verbruiker wat—

- munisipale dienste gebruik of toegang daar toe verkry sonder goedkeuring ingevolge artikel 8.1; of
- met enige seël of enige toestel of toerusting wat geïnstalleer is om dienste te meet, te verskaf of te beperk, peuter, dit breek of beskadig, is aanspreeklik vir betaling ten opsigte van enige ongemagtigde verbruik van dienste.

22.2 Die Munisipaliteit het die reg om water- of elektrisiteitsvoorsiening na persele af te sluit indien—

- sodanige dienste gebruik word sonder goedkeuring soos in artikel 22.1(a) beoog; en
- meettoerusting opsetlik beskadig of mee gepeuter is soos in artikel 22.1(b) beoog.

22.3 'n Verbruiker wat met enige toestel of toerusting peuter of dit beskadig soos in artikel 22.1(b) bedoel, is aanspreeklik vir die koste soos in artikel 13.4 beoog, sonder benadering van die Munisipaliteit se reg om strafregtelike stappe te neem.

22.4 Indien daar met enige meettoerusting gepeuter is of indien dit beskadig is, sal die eienaar van die perseel vir sodanige peuter of beskadiging verantwoordelik gehou word, tensy die eienaar die teendeel kan bewys.

23. Signing and certification of documents

Any order, notice or other document which needs to be signed or certified by the Municipality is to be regarded as duly signed and certified if done by the Municipal Manager or a duly authorised municipal official.

24. Prima facie evidence

In lawsuits initiated by the Municipality, the court may accept the mere submission of a certificate reflecting the amount due and payable to the Municipality and signed by the Municipal Manager or a duly authorised municipal official as prima facie evidence that the amount is indeed due.

25. Clearance certificates

25.1 Upon the sale of any property the Municipality will withhold the clearance certificate required under section 118(1) of the Act until all amounts have been fully paid that became due and payable in connection with that property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the 2 (two) years preceding the date of application for the certificate.

25.2 All payments must be allocated to the seller's municipal accounts, and all refunds will be made to the seller.

25.3 No interest will be paid in respect of such payments.

25.4 The clearance certificate validation period is stipulated to be 120 (one hundred and twenty) days under section 118(1) of the Act, and the amount due must be calculated as follows—

- (a) applications received on 30 June must include 3 (three) months' advance payments;
- (b) applications received on 1 July must include—
 - (i) rates and availability charges in advance for the full financial year; and
 - (ii) 3 (three) months' advance payments for water, electricity, sewerage services and refuse removal;
- (c) all other applications must include 3 (three) months' advance payments.

25.5 Payments under section 25.4 must include all outstanding debts due and payable regarding the property.

25.6 Under section 118(3) of the Act an amount due for municipal services, surcharges on fees, property rates and other municipal taxes, levies fees and charges is a charge upon the property regarding which the amount is owed, which enjoys preference over any mortgage bond registered against the property.

25.7 The amount owing is for the account of the registered owner regardless of who incurred the debt, execution to recover outstanding debt due and payable as set out in the court order.

26. Offences and penalties

26.1 The following are offences and in contravention of this policy—

- (a) read with section 20: to refuse, obstruct or hinder access to their property to a duly authorised municipal official wishing to exercise their power to perform a municipal function or duty; or
- (b) read with sections 22.1(a) and (b) and 22.4: to use unlawfully or to interfere with, tamper or damage municipal equipment.

26.2 A tampering fee applies to the offences mentioned in section 26.1.

26.3 Council may decide on further legal remedies, which may include criminal prosecution.

23. Ondertekening en sertifisering van dokumente

'n Bevel, kennisgewing of ander dokument wat deur die Munisipaliteit onderteken of gesertifiseer moet word, word geag behoorlik onderteken en gesertifiseer te wees indien die Munisipale Bestuurder of 'n behoorlik gemagtigde munisipale amptenaar dit gedoen het.

24. Prima facie-getuienis

In regsgedinge wat deur die Munisipaliteit ingestel word, kan die hof aanvaar dat die blote voorlegging van 'n sertifikaat wat die bedrag toon wat aan die Munisipaliteit verskuldig en betaalbaar is, en wat deur die Munisipale Bestuurder of 'n behoorlik gemagtigde munisipale amptenaar onderteken is, prima facie-getuienis daarstel dat die bedrag inderdaad verskuldig is.

25. Klaringsertifikate

25.1 Wanneer enige eiendom verkoop word, sal die Munisipaliteit die klaringsertifikaat wat ingevolge artikel 118(1) van die Wet vereis word, terughou totdat alle bedrae ten volle betaal is wat vir munisipale dienste, toeslagbedrae, eiendomsbelasting en ander munisipale belastings, heffings en taks ten opsigte van daardie eiendom betaalbaar en verskuldig is vir die 2 (twee) jaar voor die datum van aansoek om die sertifikaat.

25.2 Alle betalings moet aan die verkoper se munisipale rekening toegewys word en alle terugbetalings sal aan die verkoper gedoen word.

25.3 Sodanige betalings dra geen rente nie.

25.4 Ingevolge artikel 118(1) van die Wet is die klaringsertifikaat vir 'n tydperk van 120 (een honderd en twintig) dae geldig, en moet die bedrag wat daarvoor betaalbaar is, soos volg bereken word—

- (a) aansoeke wat op 30 Junie ontvang word: vooruitbetaal vir 3 (drie) maande;
- (b) aansoeke wat op 1 Julie ontvang word, moet die volgende insluit—
 - (i) eiendomsbelasting en beskikbaarheidsgelde: vooruitbetaal vir die volle boekjaar; en
 - (ii) water, elektrisiteit, riooldienste en vullisverwydering: vooruitbetaal vir 3 (drie) maande;
- (c) alle ander aansoeke: vooruitbetaalings vir 3 (drie) maande.

25.5 Betalings ingevolge artikel 25.4(a) tot (c) moet alle uitstaande bedrae wat ten opsigte van die eiendom verskuldig en betaalbaar is, insluit.

25.6 Ingevolge artikel 118(3) van die Wet is 'n bedrag wat verskuldig is vir munisipale dienste, toeslae op geld, eiendomsbelastings en ander munisipale belastings, en heffings en koste 'n vordering teen die eiendom ten opsigte waarvan die bedrag geskuld word, en geniet hierdie vordering voorkeur bo enige verbandlening wat teen die eiendom geregistreer is.

25.7 Die verskuldigde bedrag is vir die rekening van die geregistreerde eienaar, ongeag wie die skuld aangegaan het.

25.8 Die Munisipaliteit kan 'n hofbevel verkry om enige eiendom in eksekusie te verkoop om uitstaande skuld wat as verskuldig en betaalbaar in die bevel aangemerkt word, te verhaal.

26. Misdrywe en strafmaatreëls

26.1 Die volgende handelinge is misdrywe en oortredings ingevolge hierdie beleid Å

- (a) saamgelees met artikel 20: om behoorlik gemagtigde munisipale amptenare toegang tot 'n eiendom te weier, of om hulle te belemmer of te verhinder in hulle uitoefening van hulle bevoegdheid om 'n munisipale funksie of plig te verrig; of
- (b) saamgelees met artikel 22.1(a) en (b) en 22.4: om munisipale toerusting wederregtelik te gebruik of daar mee in te meng, daar mee te peuter of dit te beskadig.

26.2 Die oortredings vermeld in 26.1 is strafbaar met 'n boete vir peutering.

26.3 Die Raad kan besluit oor verdere regsmiddele, wat strafregtelike vervolging mag insluit.