

# **MANGAUNG METROPOLITAN MUNICIPALITY**



## **CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION POLICY**

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## MANGAUNG METROPOLITAN MUNICIPALITY

### PRINCIPLES AND POLICY ON CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION

#### 1. PREAMBLE

**Whereas** section 152 (1) (b) of the Constitution of the Republic of South Africa Act 108 of 1996 (*the Constitution*) provides that one of the objects of local government is to ensure that the provision of services to communities occurs in a sustainable manner.

**And whereas** section 4 (1) (c) of the Local Government: Municipal Systems Act 32 of 2000, as amended (*the Systems Act*) provides that the Council of a Municipality has the right to finance the affairs of the Municipality by charging fees for services, imposing surcharges on fees, rates on property and, to the extent authorized by national legislation, other taxes, levies and duties;

**And whereas** section 5 (1) (g), read with subsection (2) (b) of the Systems Act provides that members of the local community have the right to have access to municipal services which the Municipality provides provided that, where applicable and subject to the policy for indigent customers, pay promptly for services fees, surcharges on fees, other taxes, levies and duties imposed by the Municipality;

**And whereas** Chapter 9, sections 95, 96, 97, 98, 99 and 100, of the Systems Act provides for Customer Care Management, Debt Collection responsibility of the Municipality, contents of the policy, by-laws that give effect to the policy, Supervisory authority and Implementing authority, respectively.

**Now therefore** the Municipal Council of Mangaung Municipality adopts the following policy regarding Customer Care, Credit Control and Debt Collection.

#### 1.1 Scope of The Policy

- (a) This Policy applies to all administrations within the defined boundaries of the Mangaung Municipality and all customers of these administrations.
- (b) The Credit Control and Debt Collection policy, as approved by Council, has been enshrined in a Municipal policy in terms of the Systems Act and such Policy will be binding on the public, officials, and Councilors of the Metropolitan Municipality of Mangaung and no interference in the process will be permitted.
- (c) The Policy is applicable until such time as it is reviewed and any revisions to the Policy approved by Council.
- (d) All acts performed in terms of the above approved Policy, will not be invalidated due to the timing differences between approval and promulgation.
- (e) All acts performed as mentioned in the previous paragraph will be ratified with the promulgation of the Municipal Policy.

#### 1.2. Objective Of the Policy

The objective of this policy is to:-(a) Focus on all outstanding debt as raised on the customer's account.

- (b) Provide for a uniform credit control, debt collection and indigent Policy throughout the Mangaung Municipality.
- (c) Facilitate implementation of this Policy throughout the Mangaung Municipality.
- (d) Promote a culture of good payment habits amongst Mangaung Municipality customers and instill a sense of responsibility towards the payment of municipal accounts and reduction of municipal debt.
- (e) To ensure that the Council of Mangaung Municipality uses innovative, cost effective, efficient and appropriate methods to collect as much of the debt in the shortest possible time without any interference in the process.
- (f) To ensure that Mangaung Municipality effectively and efficiently deal with defaulters in accordance with the terms and conditions of this Policy.

## 2. DEFINITIONS

In this policy any word or expression to which a meaning has been assigned in the Local Government: Municipal Systems Act has that meaning, unless the context indicates otherwise:

**“Accommodation”** means accommodation in an accommodation establishment, a room, dwelling-house or second dwelling unit, self-catering room, self-catering apartment or free- standing building let to transient guests.

**“Accommodation Establishments”** – consists of one or more of the following types of accommodation –

- (a) “Camping” (informal temporary accommodation in a unique environment) is defined by a property used for erection of tents or other temporary structures for temporary accommodation for visitors or holiday-makers, which includes ablution, cooking and other facilities that are reasonably and ordinarily related to camping , for use of such visitors, and includes a caravan park, whether publicly or privately owned, but which excludes the alienation of land on the basis of time sharing, sectional title share blocks or individual subdivision; and excludes resort accommodation or mobile homes;
- (b) “Bed and Breakfast” (accommodation in a dwelling-house or second dwelling unit for transient guests) is defined by a dwelling-house or second dwelling in which the owner of the dwelling supplies lodging and meals for compensation to transient guests who have permanent residence elsewhere, provided that the primary use of the dwelling-house concerned shall remain for the living accommodation of a single family;
- (c) “Guest House” (accommodation in a dwelling-house or second dwelling unit for transient guests) is defined by a dwelling-house or second dwelling which is used for the purpose of supplying lodging and meals to transient guests for compensation, in an establishment which exceeds the restrictions of a bed and breakfast establishment and may include business meetings or training sessions for resident guests;
- (d) “Self-catering Accommodation” (accommodation for non-permanent residents and transient guests) is defined by a house, cottage, chalet, bungalow, flat, studio, apartment, villa, or similar accommodation where facilities and equipment are provided for guests to cater for themselves. The facilities should be adequate to cater for the maximum advertised number of residents the facility can accommodate.

- (e) "Self-catering Apartments" (accommodation for non-permanent residents and transient guests) is defined by a building or group of buildings consisting of separate accommodation units, each incorporating a kitchen / kitchenette facility, and which may include other communal facilities for the use of transient guests, together with outbuildings as are normally used therewith; which are rented for residential purposes and may include holiday flats; but does not include a hotel, dwelling-house, second dwelling or group house;
- (f) "Backpackers Accommodation" (accommodation and communal facilities in a building or free standing buildings for transient guests) is defined by a building where lodging is provided, and may incorporate cooking dining and communal facilities for the use of lodgers, together with such outbuildings as are normally used therewith and includes a building in which dormitories/rooms/beds are rented for residential purposes, youth hostel, and backpackers' lodge; but does not include a hotel, dwelling house, second dwelling or group house;
- (g) "Boarding House" a dwelling-house or second dwelling which is used for the purpose of supplying lodging with or without meals or self-catering to non-permanent/permanent residents for compensation, provided that the primary use of the dwelling-house shall remain for the living accommodation of a single family.

**"Account"** means an account rendered specifying charges for municipal services provided by the Municipality, or any authorised and contracted service provider or a Municipal Entity, and which account may include assessment rates levies. This refers to both the separate and consolidated account of the person.

**"Accounting Officer"** means the municipal manager appointed in terms of Section 60 of the Municipal Finance Management Act.

**"Acknowledgement of Debt"** means an admission of liability and written undertaking by a debtor to repay an amount owing to the Municipality or Municipal Entity and includes a consent to judgement and for the purposes of this policy includes any arrangements.

**"Agent"** means a person authorized by the Consumer to act on his or her behalf.

**"Agricultural property"**, in relation to the use of a property, means property that is used primarily for agricultural purposes but, without derogating from section 9 of the Municipal Property Rates Act, 2004, excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of the property for eco-tourism or for the trading in or hunting of game.

**"Annual Budget"** shall mean the budget approved by the municipal council for any particular financial year and shall include any adjustments to such budget.

**"Annually"** – means once every financial year.

**"Arrangement"** means a written agreement entered between the Municipality and the customer where specific repayment parameters are agreed to. Such arrangement does not constitute a credit facility envisaged in terms of section 8(3) of the National Credit Act but is deemed to be Incidental Credit as envisaged in terms of section 4(6)(b) read with section 5(2) and (3) of the National Credit Act.

**"Arrears"** means those rates and service charges that have not been paid by the due date and for which no arrangement has been made.

**"Authorized Representative"** means a person or instance legally appointed by the Municipality to act or to fulfil a duty on its behalf.

**“Basic municipal services”** shall mean a municipal service necessary to ensure an acceptable and reasonable quality of life, which service – if not provided – would endanger public health or safety or the environment.

**"Billing Date"** means the date upon which the monthly statement is generated and debited to the customer's account.

**“Billing estimate”** – means a valid invoice generated on the basis of estimated consumption/ meter reading informed by previous consumption, in a case where reading could not obtain.

- a) shall be referred to as interim billing, which is pending the readings to generate an account based on actual consumption.
- b) shall be based on the daily average consumption of water and/or electricity considering the summer and winter consumptions.
- c) shall be due and payable as indicated in the invoice issued by the municipality, even in a case of dispute as the municipality will refund any overcharge as a result.
- d) **“Reversal of estimates”** it is the process informed by the actual reading obtained after estimates had been recorded for consumption on the account.
- e) **“Flat rate”** – means a monthly charge raised with respect to an erf whereby the meter is not installed; consumer is unable to purchase water credit token and/ or area or portion thereof is declared not economical to read water meters. The flat amount is determined by council as per relevant policy.

**“Billable property”** shall be defined as property that is within a proclaimed township, and the property is identifiable by way of SG code as per the approved layout plan.

**“Business and Commercial Property”** means -

- (a) property used for the activity of buying, selling or trading in commodities or services and includes any office or other accommodation on the same property, the use of which is incidental to such activity; or
- (b) property on which the administration of the business of private or public entities takes place.

**“By-law”** shall mean legislation passed by the council of the Municipality, and which shall be binding on the Municipality and on the persons and institutions to which it applies.

**“Calendar year”** shall mean 12 consecutive months of a financial year(s).

**“Category”** –

- (a) in relation to a property, means a category of properties determined in terms of section 8(2) of the Municipal Property Rates Act.
- (b) in relation to the owners of property, means a category of owners determined in terms of section 15(2) of the Municipal Property Rates Act.

**"Chief Financial Officer"** means the person appointed as the Chief Financial Officer of the Municipality, or his or her nominee.

**“Consumer Price Index”** shall mean the CPIX as determined and gazette from time to time by the South African Bureau of Statistics.

**"Consolidated Account"** means an account which is a consolidation of any separate accounts of a person who is liable for payment to the Municipality or Municipal Entity. This represents a monthly account(s) reflecting municipal service fees, charges, surcharges on fees, property rates and other municipal taxes, levies, and duties. This account may be represented by one or more physical accounts.

**"Council"** means the Council of the Mungaung Municipality.

**"Councillor"** shall mean a member of the Council of the Municipality.

**"Correction of billing"** shall take place when a reading obtained is less/more than the reading already captured and billed in the financial system.

**"Credit Control"** means all the functions relating to the collection of monies owed by ratepayers and the users of municipal services.

**"Customer"** means the occupier of any premises to which the Municipality has agreed to supply or is supplying municipal services, or if no occupier can be identified or located, then the owner of the premises and includes any customer of the Municipality.

**"Day/Days"** means calendar days, inclusive of Saturdays, Sundays, and public holidays.

**"Debt Collectors"** means an external person or entity appointed by the Municipality to collect monies due and payable to the Municipality, subject to the conditions contained herein. Such external person or entity includes, but is not limited to, the appointment of registered debt collectors and attorneys.

**"Defaulter"** means any person who owes arrears to the Municipality.

**"Delivery Date"** shall mean the date on which the periodic account is delivered to the customer or 3 days after the date the account was posted, whichever is the first.

**"Deposit"** means monetary amount raised by the Municipality or Municipal entity in relation to the consumption of a Municipal service and mitigation of credit risk to the Municipality, irrespective of the existence of an agreement.

**"Disconnection"** means a termination or restriction of a Municipal service supplied to a meter.

**"Domestic Customer or User"** of municipal services shall mean the person or household which municipal services are rendered in respect of "residential property" as defined below.

**"Due Date"** in relation to -

(a) rates due in respect of any immovable property, means: -

- (i) the date for payment indicated on the account, in the case where rates are levied monthly; or
- (ii) any other date determined by Council in terms of a public notice in the Provincial Gazette, and

**"Dwelling"** means a building, structure or place of shelter to live in.

**"Electricity Charges"** means service charges in respect of the provision of electricity.

**“Financial Guarantee”** means an irrevocable written undertaking issued by a registered South African Bank in favor of the Municipality; to honor all obligations (present or future) owed by a person to the Municipality or Municipal Entity, should that person be in breach of any such obligation.

**“Financial Year”** shall mean the period starting from 1 July in any year and ending on 30 June of the following year.

**“Flow Restrictor”** means a washer which is installed in the water connection which allows a daily consumption at an extremely low flow rate.

**“Illegal Connection”** means any connection or reconnection to a system through which Municipal services are provided, which is not authorized or approved by the Municipality or an authorized Official.

**"Immovable Property"** also includes -

- (a) an undivided share in immovable property, and
- (b) any right in immovable property.

**"Implementing Authority"** means the Municipal Manager or his or her nominee, acting in terms of section 100 of the Local Government: Municipal Systems Act No. 32 of 2000.

**"Indigent Customer"** means the head of an indigent household: -

- (a) who applied for and has been declared indigent in terms of Council's Indigent Policy for the provision of services from the Municipality; and
- (b) who makes application for indigent support in terms of Council's Indigent Policy on behalf of all members of his or her household.

**"Indigent Policy"** means the Indigent Policy adopted by the Council of the Municipality.

**"Indigent Support Programme"** means a structured program for the provision of indigent support subsidies to qualifying indigent customers in terms of the Council's Indigent Policy.

**“Integrated Development Plan”** shall mean a plan formulated and approved as envisaged in Section 25 of the Municipal Systems Act 2000, as amended.

**“Industrial Property”** – means property used for construction, repair, trade or manufacturing, production, assembly or processing of finished or partially finished products from raw materials or fabricated parts on such a large scale that capital and labour are significantly involved and includes any office or other accommodation on the same property, the use of which is incidental to such activity.

**"Interest"** means the charge levied on arrears, calculated as the prime rate, charged by the bank which holds the Municipality's primary bank account, plus one percent or such other percentage as may be determined by Council from time to time.

**"Juristic Person"** includes a partnership, a proprietor, association or other body of persons, corporate or unincorporated and includes trust and organ of state.

**“Local Community”** – in relation to the Municipality –

(a) means that body of persons comprising –

- (i) the residents of the Municipality.
- (ii) the rate payers of the Municipality.
- (iii) any civic organisations and non-governmental, private sector or labour organisations or bodies which are involved in local affairs within the Municipality; and
- (iv) visitors and other people residing outside the Municipality, who, because of their presence in the Municipality, make use of services or facilities provided by the Municipality; and

(b) includes, more specifically, the poor and other deprived sections of such body of persons.

**"Debt Collection Manager"** Means the Senior Official in a division of the Municipality's Finance Department, overall responsible for the collection of monies owed to the Municipality and/or any other official to whom he/she has delegated duties and responsibilities in terms of this policy.

**“Manual correction of actual reading”** – shall takes place when there is a correction of the reading under the following circumstances

- Clocking over of the post meter
- Reversal of interim reading
- Incorrect meter reading
- Incorrect billing of the Flat rate
- Faulty Meter

**“Market Value”** – in relation to a property, means the value of the property determined in accordance with section 46 of the Municipal Property Rates Act.

**"Month"** means one of twelve months of a calendar year.

**"Monthly Average Consumption"** means the monthly average consumption in respect of that property calculated based on consumption over the preceding or succeeding twelve months or when insufficient information is available, another appropriate method may be used to calculate average consumption.

**“Multiple purposes”** – in relation to a property, means the use of a property for more than one purpose as intended in section 9 of the Municipal Property Rates Act.

**“Municipality”** or **“Municipal Area”** shall, where appropriate, mean the geographic area, determined in terms of the Local Government: Municipal Demarcation Act No. 27 of 1998 as the municipal area pertaining to the Municipality.

**“The Municipality”** means Mangaung Metropolitan Municipality and any of its related Municipal Entities.

**“Municipal Council”** or **“Council”** shall mean the municipal council of Mangaung Metropolitan Municipality as referred to in Section 157(1) of the Constitution.

**"Municipal Pay Point"** means any municipal office in the area of jurisdiction of the Municipality designated by Council for such purposes, or any other places as the Chief Financial Officer may from time to time designate.

**"Municipal Manager"** means the Municipal Manager of the Mangaung Municipality or his or her nominee acting in terms of power delegated to him or her by the said Municipal Manager with the concurrence of the Council.

**"Municipal Services"** means services provided either by the Municipality, or by an external agent or Municipal Entity on behalf of the Municipality in terms of a service delivery agreement.

**"Municipal Tariff"** shall mean a tariff for services which the Municipality may set for the provision of a service to the local community and may include a surcharge on such service. Tariffs for major services shall mean tariffs set for the supply and consumption or usage of electricity, water, sewerage and refuse removal, and minor tariffs shall mean all other tariffs, charges, fees, rentals or fines levied or imposed by the Municipality in respect of other services supplied including services incidental to the provision of the major services.

**"Open Space"** - means land that is used as a park, garden, for passive leisure or maintained in its natural state.

**"Owner"** in relation to immovable property means -

(a) the person in whom is vested the legal title thereto provided that: -

- (i) the person or juristic person who holds legal title over the identifiable property within a declared township in the form of title deed on area planned, surveyed with services of water and sanitation installed, and such being issued by a legal authority, in this case Mangaung Metropolitan.
- (ii) the lessee of immovable property which is leased for a period of not less than thirty years, whether the lease is registered or not, shall be deemed to be the owner thereof.
- (iii) the occupier of immovable property occupied under a service servitude or right analogous thereto, shall be deemed to be the owner thereof.

(b) if the owner is dead or insolvent or has assigned his or her estate for the benefit of his creditors, has been placed under curatorship by order of court or is a company being wound up or under judicial management, the person in whom the administration of such property is vested as executor, administrator, trustee, assignee, curator, liquidator or judicial manager, as the case may be, shall be deemed to be the owner thereof;

(c) if the owner is absent from the Republic or if his address is unknown to the Municipality, any person who as agent or otherwise receives or is entitled to receive the rent in respect of such property, or if the Municipality is unable to determine who such person is, the person who is entitled to the beneficial use of such property.

**"Occupier"** means any person issued with Permission to Occupy (PTO) Certificate who occupies, controls or resides on any premises, or any part of any premises without regard to the title under which he or she occupies. The property shall be billable, and the occupier may apply for indigent status, or the property shall be qualified for the indigent status as per indigent policy.

**“Permission to occupy certificate”** shall mean a legal document confirming temporary lawful allocation and personal rights to use rural or communal land and not full ownership. The property can only be used for housing, farming, or small businesses on surveyed land. Holders of PTO certificates will be entitled to open accounts for services rendered.

**"Person"** means a natural and juristic person, including any department of state, statutory bodies or foreign embassies.

**"Premises"** includes any piece of land, the external surface boundaries of which are delineated on:

- (a) A general plan or diagram registered in terms of the Land Survey Act, (9 of 1927) or in terms of the Deed Registry Act, 47 of 1937; or
- (b) A sectional plan registered in terms of the Sectional Titles Act, 95 of 1986, and which is situated within the area of jurisdiction of the Municipality.

**"Prescribed"** means prescribed by this policy and where applicable by Council or the Municipal Manager.

**"Prescribed debt"** means debt that becomes extinguished by prescription in terms of the Prescription Act 68 of 1969.

**“Private Open Space”** means land that is privately owned and used for practicing of sport, play- or leisure facilities or used as a botanical garden, cemetery, or nature area.

**“Privately Owned Townships Serviced by the Owner”** – means single properties, situated in an area not ordinarily being serviced by the Municipality, divided through subdivision or township establishment in (ten or more) full-title stands and/or sectional units and where all rates-related services inclusive of installation and maintenance of streets, roads, sidewalks, lighting, storm water drainage facilities, parks and recreation facilities, are installed at the full cost of the developer and are rendered and maintained by the residents, Home owners association or management companies/ bodies of such estate;

**“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 in terms of legislation; or
- (d) Public Service Infrastructure.

**“Ratable Property”** shall mean property on which the Municipality may in terms of Section 2 of the Municipal Property Rates Act 2004 levy a rate, but excluding property fully excluded from the levying of rates in terms of Section 17 of the Property Rates Act.

**“Ratepayer”** shall mean a person who is liable to the Municipality for the payment of (a) rates on property in the Municipality; (b) any other tax, duty or levy imposed by the Municipality; and/or (c) fees for services provided either by the Municipality or in terms of a service delivery agreement.

**"Rates"** means a municipal rate on property envisaged in section 229 (1) of the Constitution read with the Local Government: Municipal Property Rates Act 6 of 2004 and the Local Government: Municipal Finance Act 56 of 2003.

**"Rebate"** in relation to a rate payable on a property, shall mean a discount granted in terms of Section 15 of the Municipal Property Rates Act, 2004 on the amount of the rate payable on the property.

**"Reduction"** - in respect of a rate payable on a property, means the lowering of the amount for which the property was valued and the rating of that property at that lower amount.

**"Refuse Charges"** means service charges in respect of the collection and disposal of refuse.

**"Registered Owner"** means that person, natural or juristic, in whose name the property is registered in terms of the Deeds Registry Act, no. 47 of 1937.

**"Responsible Person"** means any person other than the registered owner of an immovable property who is legally responsible for the payment of municipal service charges.

**"Residential Property"** means a property with a building designed for, or containing provision for human habitation, together with such outbuildings are ordinarily used therewith:

- (a) Is used exclusively for residential purposes without derogating from section 9 of the Property Rates Act.
- (b) Is a unit registered in terms of the sectional Title Act and used exclusively for residential purposes without derogating from section 9 of the Property Rates Act.
- (c) Is owned by a share-block company and used solely for residential purposes.
- (d) Is a residence used for residential purposes situated on property used for or related to educational purposes.
- (e) Retirement schemes and life right schemes used exclusively for residential purposes and specifically exclude hostels, guest houses and vacant land irrespective of its zoning or intended use.

**"Service Charges"** means the fees levied by the Municipality or Municipal Entity in terms of its tariff policy for any municipal services rendered in respect of an immovable property and includes any penalties, interest or surcharges levied or imposed in terms of this policy.

**"Service Agreement"** means an agreement entered between the consumer and the Municipality for the provision of a Municipal Service which may include but is not limited to water and electricity.

**"Service Delivery Agreement"** means an agreement between the Municipality and an institution or persons mentioned in section 76(b) of the Local Government: Municipal Systems Act 32 of 2000.

**"Sewerage Charges"** means service charges in respect of the provision of sewerage collection and treatment of infrastructure.

**“Small Holding”** means.

- (a) all agricultural zoned land units situated within an urban region with an area of one to three hectares; or
- (b) any agricultural zoned land unit situated outside an urban region with an area of three hectares or less.

**“State Owned Property”** refers to property used or owned by the State other than public service infrastructure including schools, Universities, Technikons, Colleges, Hospitals etc.

**“Sundry Customer Accounts”** means accounts raised for miscellaneous charges for services provided by the Municipality or charges that were raised against a person because of an action by a person, and were raised in terms of Council's policies, bylaws and decisions.

**“Supervisory Authority”** means the Executive Mayor of the Municipality or his or her nominee, acting in terms of Section 99 of the Municipal Systems Act 32 of 2000.

**“Tariff”** means the scale of rates, taxes, duties, levies, or other fees which may be imposed by the Municipality or Municipal Entity in respect of immovable property and/or for municipal services provided.

**“Tariff Policy”** means a Tariff Policy adopted by the Council in terms of Section 74 of the Local Government: Municipal Systems Act 32 of 2000.

**“User”** means the owner or occupier of a property in respect of which municipal services are being rendered.

**“Water Charges”** means service charges in respect of the provision of water.

**“Water meter”** means a device that measures the volume of water that passes through it.

**“80/20 pre-payment debt recovery”** means a pre-payment system whereby 20% of the payment is allocated to arrears and 80% is allocated to the purchase of the service.

**“50/50 pre-payment debt recovery”** means a pre-payment system whereby 50% of the payment is allocated to arrears and 50% is allocated to the purchase of the service.

**“20/80 pre-payment debt recovery”** means a pre-payment system whereby 80% of the payment is allocated to arrears and 20% is allocated to the purchase of the service.

### **3. PRINCIPLES**

- (1) The principles of credit management in the Municipality are: -
  - (a) The administrative integrity of the Municipality must be always maintained.
  - (b) This policy must have the full support of Council.
  - (c) Councilors must have full knowledge of the implementation and enforcement of the policy.
  - (d) Customers can be informed of the contents of this policy.
  - (e) Customers may apply for services from the Municipality by the completion of the prescribed application form.

- (f) Customers may receive regular and accurate accounts that indicate the basis for calculating the amounts due. The customer is entitled to have the details of the account explained upon request.
- (g) Customers must pay their accounts regularly.
- (h) Customers are entitled to reasonable access to pay points and to a variety of reliable payment methods.
- (i) Customers are entitled to an efficient, effective, and reasonable response to appeals, and should not suffer any disadvantage during the processing of a reasonable appeal.
- (j) Debt collection action will be instituted promptly, consistently, and effectively without exception and with the intention of proceeding until the debt, including the cost of collection, is recovered.
- (k) It shall be the duty of all customers to ensure that they have the correct information regarding all due amounts.

#### **4. SUPERVISORY AUTHORITY**

- (1) The Executive Mayor oversees and monitors: -
  - (a) The implementation and enforcement of the Municipality's credit control and debt collection policy.
  - (b) The performance of the Municipal Manager in implementing the credit control and debt collection policy.
- (2) The Executive Mayor shall at least once a year cause an evaluation or review of the credit control and debt collection policy to be performed, to improve the efficiency of the Municipality's credit control and debt collection mechanisms, processes and procedures, as well as the implementation of this policy.
- (3) The Executive Mayor shall submit a report to Council regarding the implementation of the credit control and debt collection policy at such intervals as Council may determine.

#### **5. IMPLEMENTING AUTHORITY**

- (1) The Municipal Manager: -
  - (a) Implements and enforces the credit control and debt collection policy.
  - (b) Is accountable to the Executive Mayor for the enforcement of the policy and shall submit a report to the Executive Mayor regarding the implementation and enforcement of the credit control and debt collection policy at such intervals as may be determined by Council.
  - (c) Establish effective administration mechanisms, processes, and procedures to collect money that is due and payable to the Municipality.
  - (d) Where necessary make recommendations to the Executive Mayor with the aim of improving the efficiency of the credit control and debt collection mechanisms, processes, and procedures.

- (e) Establish effective communication between the Municipality and account holders with the aim of keeping account holders abreast of all decisions by Council that may affect account holders.
  - (f) Establish customer service centres, located in such communities as determined by the Municipal Manager.
- (2) The Municipal Manager may, delegate any of the powers entrusted or delegated to him or her in terms of Council's credit control and debt collection policy to the Chief Financial Officer.
  - (3) A delegation in terms of subsection (2): -
    - (b) It is subject to any limitations or conditions that the Municipal Manager may impose.
    - (c) May authorise the Chief Financial Officer to sub-delegate duties and responsibilities.
    - (d) The delegation does not divest the Municipal Manager of the responsibility concerning the exercise of the delegated power.
  - (4) The Chief Financial Officer is accountable to the Municipal Manager for the implementation, enforcement and administration of this policy, and the general exercise of his powers in terms of this policy.

## **6. CODE OF CONDUCT**

- (1) All the City's officials and contracted service providers shall always treat all debtors with dignity and respect. Employees shall execute their duties in an honest, diligent, and transparent manner whilst protecting the confidentiality of information in accordance with the Promotion of Access to Information Act No.2 of 2000 and Protection of Personal Information Act No. 4 of 2013.

## **7. UNSATISFACTORY LEVELS OF INDEBTEDNESS**

- (1) If the level of indebtedness in a particular ward or part of the Municipality exceeds the level of the acceptable norm as determined in the Municipality's budget guidelines, the supervisory authority (Executive Mayor) may, without delay, advise the Councillor for that ward or part.
- (2) The Councillor concerned may without delay convene a meeting of the ward committee, if there is one, or convene a public meeting and report the matter to the committee or meeting for discussion and advice; and may make any appropriate recommendations to the supervisory authority.

## **8. APPLICATION FOR THE PROVISION OF MUNICIPAL SERVICES (WHERE APPLICABLE)**

- (1) A customer who requires the provision of municipal services may apply for the service from the Municipality. The application may be made on the prescribed form.
- (2) Services may be disconnected if no service agreement is entered into with the Municipality or Municipal Entity or if the required deposit is not paid when due.

- (3) The following documentation and information would be required to be included as part of the application for Juristic Persons:
- a) The submission of a resolution delegating authority to the applicant and furnishing, if applicable, the Juristic Person's Registration Number or Trust Reference Number with the Master of the High Court.
  - b) The names, identity number, cell phone number, physical and postal addresses, email addresses and any other particulars of all the directors (excluding ex-officio directors as contemplated in the Companies Act, 2008 (Act 71 of 2008)) or members, trustees, proprietors, or partners.
  - c) Certified copies of the following where applicable:
    - Current Letter of Authority of the Trustee(s).
      - Identity documents of the persons referred to in b) above.
      - CIPC registration documents.
      - Constitution.
  - d) May sign a Direct Debit form in the prescribed format.
- (4) Applications may be made for the installation of a pre-paid water meter (new connection or replacement) at the prescribed fee as per the tariff policy:
- a) All outstanding amounts from the consolidated owner and tenants accounts has been settled in full; or
  - b) The Municipality reserves the right to install a prepaid meter and to charge basic levies for all meters (conventional and prepaid).
- (5) The Municipality will not consider an application for the provision of municipal services by a tenant of a property, or any other person who is not the owner of the property. The only exception will be: -
- (a) Government Departments (on the condition that any outstanding amount remains the responsibility of the owner and shall be transferred to the owner's account prior to the creation of the new tenant account).
- (6) In case of existing arrangements where tenants have existing accounts and the tenant is guilty of non-payment the owner remains liable for the outstanding debt, except where the property concerned is owned by the Municipality' in which case the tenant remains liable.
- (7) In terms of section 102(3) of the Municipal Systems Act, the Municipality may provide an owner of a property in its jurisdiction with copies of accounts sent to the occupier of the property for municipal services supplied to such a property if the owner requests such accounts in writing from the Municipality. The municipality may charge consumers a prescribed fee for the provision of such duplicate statements.
- (8) By completing the prescribed application form for the provision of municipal services the consumer of services enters into an agreement with the Municipality. Such agreement does not constitute a credit facility envisaged in terms of section 8(3) of the National Credit Act (NCA) but shall be incidental credit as envisaged in terms of section 4(6)(b) of the NCA, to which the NCA will only apply to the extent as stipulated in section 5 of the NCA.

- (9) The agreement with the Municipality makes provision for the following: -
- (a) An undertaking by the occupier that he or she will be liable for collection costs including administration fees, interest, disconnection and reconnection costs, and any other legal costs occasioned by his or her failure to settle accounts by the due date on an attorney/ client basis.
  - (b) An acknowledgement by the occupier that accounts will become due and payable by the due date notwithstanding the fact that the owner did not receive the account.
  - (c) That the onus will be on the occupier to ensure that he or she is in possession of an account before the due date; and
  - (d) An undertaking by the Municipality that it shall do everything in its power to deliver accounts timeously.
- (10) The first account for services will be rendered from the date of registration.
- (11) A person may be required to provide the Municipality such personal information, as may be prescribed, for any purpose contemplated in this policy, amongst others, all contact details (such as postal/physical/email addresses), proof of identification, financial information and such other relevant documentation, as may be required by the Municipality from time to time (such as a binding lease agreement or a title deed).
- (12) All information furnished may be verified by the Municipality with any or all data information institutions, credit information bureaus and any financial institutions as may be deemed necessary by the Municipality in determining a person credit worthiness or for any other reason as determined by the CFO.

## **9. DEPOSITS AND GUARANTEES**

- (1) On application for the provision of municipal services (where applicable) the customer deposit prescribed by Council shall be paid. If ownership is transferred, a deposit will be automatically billed from the date of transfer based on the criteria as determined by council.
- (2) If the deposit is not paid within 30 days of being billed, steps as set out under clause 21 may be applied.
- (3) No interest will be paid on any deposit held by Council.
- (4) For the purposes of registering and allocating the applicable subsidy to qualified indigent customers, accounts will be opened for these customers without requiring any deposit. This is made possible through the fact that the value of services levied against these accounts is fully offset monthly against the applicable indigent subsidy. This arrangement will immediately terminate if the status of the indigent customer changes. Indigent consumers may at any time be converted to prepayment metering at the cost of the municipality.
- (5) The Chief Financial Officer may, in respect of business premises, accept an irrevocable bank guarantee in lieu of a deposit for the provision of municipal services by a business.

- (6) Existing customers moving to a new address are required to pay the prescribed customer deposit on application for the provision of municipal services at the new address.
- (7) The following customers will be exempted from paying any deposit:
  - 7.1 Customers staying in informal settlements.
  - 7.2 Customers who did not pay deposit previously in terms of disestablished municipality policies.
  - 7.3 Approved indigent customers.
  - 7.4 Government Departments
  - 7.5 Council's Departments
- (8) The minimum deposit is determined annually by Council and is contained in the general tariff booklet.
- (9) On termination of the supply of services the amount of the deposit less any payment due to the Municipality will be refunded to the account holder.
- (10) The refund of the said deposit shall be processed once the water meter(s) has been transferred to the new owner.

## **10. ACCOUNTS AND BILLING**

- 10.1** Billing of customers can only take place once there is an identifiable property within a declared township, with a confirmed land use of such a property, owned or under the legal title of a person or juristic person. Only existing and verifiable customers shall be billed.
- 10.2** Billing for services shall take place once availability of such services has been confirmed by the directorate responsible for such a service. Billing for services shall be based on the tariff policy of the municipality and in accordance with the Property Rates Policy and by-laws. For metered services, billing may be based on actual, interim or estimated reading. For the purposes of this section, the following is established as common understanding.
  - 10.2.1 Actual reading: actual reading is reading based on recorded readings on the metering device installed on the property, either obtained by meter readers or submitted by the owner with the minimum information required for self-reading customers.
  - 10.2.2 Interim billing: An interim meter reading is an estimated utility reading used for billing purposes when an actual physical reading of the meter cannot be obtained. Key points about interim readings. Estimation shall be based on historical usage patterns. The goal is to ensure the account has a reasonable charge and does not show a zero balance, which keeps the billing cycle continuous. When an actual meter reading is eventually obtained, the previously levied interim charges will be reversed (credited) and the account is adjusted to reflect the true consumption. Common Causes to interim readings often occur if the meter reader cannot access the property (e.g., inside a locked gate or building), if the meter is malfunctioning, or if smart meter data transmission fails.

10.3 The following shall be noted when billing customers:

10.3.1 The Municipality shall provide all customers with a monthly account for municipal service rendered, which account shall be generated monthly in cycles of approximately thirty (30) days.

10.3.2 The monthly account may include property rates charges; in which case they shall comply with section 27 of the Municipal Property Rates Act No. 6 of 2004.

103.3 All accounts rendered by the Municipality shall be payable on the due date.

10.3.3 Account balances which remain unpaid after 30 days from the delivery date of the account shall attract interest on arrears, irrespective of the reasons for non-payment. Interest will be charged from the first working day of the month following the month in which the account becomes payable.

10.3.4 All accounts are payable as above although the customer has not received the account, the onus being on the customer to obtain a copy of the account before the due date.

10.3.5 There is no obligation on the Municipality to provide records older than 5 years from the date that such records are requested.

10.3.6 Accounts may be rendered using either conventional postal services, hand delivery at the premises, mms/ sms or by means of an email or any other form of electronic communication, as may be convenient for both the municipality and the client

11 The municipality may at its own discretion–

11.1 consolidate any separate accounts of an account holder liable for payment to the Municipality or its Municipal Entity; and

11.2 credit any payment by an account holder against any debt of that account holder.

11.3 Subject to the operation of the law, where any subsidiary company of a holding company is indebted to the Municipality, the liability for such arrears may be extended to the Holding company; and where the holding company is indebted to the Municipality, the liability for such arrears may be extended to the subsidiary company.

12. The current and previous valuation certificates for the General Valuation Roll shall be issued at a cost in line with council approved tariff.

## **11. RATES**

(1) Rates shall be billed annually and maybe recovered annually or monthly, as determined by the Municipality.

(2) Property rates which are billed and recovered annually shall be billed in terms of the July account of each year.

(3) Property rates may also be billed annually for a specific financial year but recovered in monthly instalments to assist its customers. In the case of the account of a customer being in arrear during a specific financial year the full amount becomes due and payable with immediate effect.

- (4) The tariffs to calculate property rates are determined annually, approved by Council and contained in the tariff book produced by the Municipality.
- (5) An additional reduction of R 200 000 on the market value of qualifying senior citizens and disabled persons shall be granted subject to requirements as set out in Council's Rates Policy which stipulates as follows. The applicant must:
  - i. be the registered owner of the property.
  - ii. produce a valid identity document.
  - iii. be at least 60 years of age upon application, approved disability grantee or approved medically boarded person.
  - iv. not be in receipt of an indigent assessment rate rebate.
  - v. reside permanently on the property as prescribed in Council's Property Rates Policy.
  - vi. That the market value of the property does not exceed R 3 500 000.

## **12. ELECTRICITY CHARGES**

- (1) The provisions of this policy, in respect of the supply of electricity to a customer, shall constitute the payment conditions of the Municipality as licensee, contemplated in section 21(5) of the Electricity Regulation Act No. 4 of 2006.
- (2) Service charges in respect of electricity shall be determined in accordance with metered consumption.
- (3) Monthly accounts shall be rendered for electricity consumption, and the customer shall affect payment thereof by the due date.
- (4) Availability charges for electricity, where applicable, are levied annually for a specific financial year but recovered in monthly instalments to assist its customers. In the case of the account of a customer being in arrear during a specific financial year the full amount becomes due and payable with immediate effect. With regards to pre-paid electricity meters, the monthly availability charge (or any potential accumulated availability charges) would need to be recovered first from any vended amount, before additional electricity units can be attributed for use on the consumer's prepaid electricity meter.
- (5) The tariffs to calculate the electricity charges are determined annually, approved by Council and contained in the tariff book and related schedules produced by the Municipality.
- (6) Prepaid electricity charges are paid for in advance and consumption of the credit available will be debited accordingly.

### **13. WATER CHARGES**

- (1) The provisions of this policy, in respect of the supply of water to a customer, shall constitute the payment conditions of the Municipality as water services authority and water services provider, contemplated in sections 4 and 21 of the Water Services Act No. 108 of 1997.
- (2) Service charges in respect of water shall be determined in accordance with metered consumption, based on actual or estimated readings.
- (3) Monthly accounts shall be rendered for water consumption and the customer shall affect payment thereof by the due date.
- (4) Availability charges for water, where applicable, are levied annually for a specific financial year but recovered in monthly instalments to assist customers. In the case of the account of a customer being in arrear during a specific financial year the full amount becomes due and payable with immediate effect. With regards to pre-paid water meters, the monthly availability charge (or any potential accumulated availability charges) would need to be recovered first from any vended amount before additional water units can be attributed for use on the consumer's prepaid water meter.
- (5) The tariffs to calculate the water charges are determined annually, approved by Council, and contained in the tariff book and related schedules produced by the Municipality.
- (6) Prepaid water charges are paid for in advance and consumption of the credit available will be debited accordingly.
- (7) A flat rate may be charged as per the approved tariff structure in non-economical areas instead of reading meters for billing purposes.
- (8) In cases where readings could not be obtained for a period exceeding 3 (three) years, due to access issues or broken/damaged/vandalized meters not replaced, a flat rate shall be levied based on the tariff policy, average consumption of similar properties within that township or reading route.
- (9) Basic levy may be charged for all meters (prepaid and conventional).

### **14. REFUSE AND SEWER CHARGES**

- (1) Refuse and Sewer charges are billed monthly.
- (2) Refuse and Sewer charges charged monthly are billed on the monthly accounts and the due date for the payment of the charges is as indicated on the accounts.
- (3) Availability/Minimum charge for sewer, where applicable, may be levied annually for a specific financial year but recovered in monthly instalments to assist customers. In the case of the account of a customer being in arrear during a specific financial year the full amount becomes due and payable.
- (4) The tariffs to calculate the refuse and sewer charges are determined annually, approved by Council, and contained in the tariff book produced by the Municipality.
- (5) Availability charge as contained in the Tariff schedule may be charged for sewer if there are sewer pipes adjacent to the area

## **15. SUNDRY CUSTOMER ACCOUNTS**

- (1) Sundry customer accounts may be rendered by the Municipality from time to time.

## **16. FINAL ACCOUNTS**

- (1) Upon termination of municipal services due to change of ownership or for a new registered tenant, the Municipality shall: -
  - (a) take final readings in respect of metered municipal services.
  - (b) fully investigate the account to determine if the account was accurately billed.
  - (c) prepare and render a final account.
  - (d) appropriate the customer deposit for the reduction or settlement of any outstanding amount owed by the customer; and
  - (e) return the customer deposit to the customer if no amount is owed to the Municipality.
  - (f) All debit balances that remain after the account has been closed may be handed over for debt collection processes.
  - (g) The customer may apply for a refund where there is a credit balance on the final account. The credit shall be forfeited after 3 years if it remains unclaimed.
  - (h) Customer deposits/credits that are not claimed for a period exceeding three years will be written off and will not be claimed after the write-off.

## **17. METERING OF MUNICIPAL SERVICES**

- (1) The Municipality may introduce various metering equipment and may encourage customers to convert to a system which is preferred by the Council when Council considers this to be beneficial to its functioning and operations.
- (2) Electricity and Water consumption is measured with credit, pre-paid, smart or automated meters
- (3) Customers may apply to Council for the installation of a pre-paid electricity or water meter in place of a credit meter at the cost of the customer. On special projects as identified by the Municipal Council, pre-paid meters may be installed at a cost to the Municipality.
- (4) Where a customer has successfully applied for indigent status the credit meter for electricity or water may be changed to a pre-paid electricity or water meter at the cost of the Municipality.
- (5) For all new and replacement of existing connections, a pre-paid meter may be installed, where applicable or practical.
- (6) The following applies to the reading of credit meters: -
  - (a) Credit electricity or water meters are read at in cycles of approximately 30 days.

- (b) If for any reason the credit electricity or water meters cannot be read, the Municipality will render an account based on estimated consumption.
- (c) The account based on estimated consumption will be adjusted as soon as the actual reading is obtained.
- (d) The customer is responsible to ensure access to metering equipment for the purpose of obtaining meter readings for billing purposes. Municipal Law enforcement may be utilized where necessary to ensure access to the metering equipment.
- (e) Customers can, for reasons of non-accessibility to their properties by meter readers, provide the Municipality with monthly meter readings for billing purposes, provided that an audit reading can be obtained by the Municipality once every six months and provided that a final reading can be obtained should the customer vacate the property.
- (f) If any calculation, reading, or metering error is discovered in respect of any account rendered to a customer: -
  - (i) The error shall be corrected in the account after the month of discovering the error.
  - (ii) any such correction in favour of Council may apply in respect of an account from a date no more than three calendar years back from the date on which the error on the account was discovered.
  - (iii) any such correction in favour of the customer may apply in respect of an account from a date no more than three calendar years back from the date on which the error on the account was discovered; and
  - (iv) the correction shall be based on the tariffs applicable during the period.
- (g) Any water leakage discovered on the side of the customer will be the responsibility of the customer.
- (7) The following applies to pre-paid metering: -
  - (a) Pre-paid electricity or water is purchased at pre-paid vending points for consumption after the date of purchase.
  - (b) Amounts tendered for the purchase of pre-paid electricity or water will not be refunded after the pre-paid meter voucher has been produced.
  - (c) On request of the customer, copies of the previous pre-paid meter vouchers will be produced. Lost vouchers will not be replaced under any circumstances.
  - (d) Credits remaining in the pre-paid meter will not be refunded when premises is vacated by a customer or in case of purchasing against a wrong prepaid meter number.
  - (e) The Municipality shall not be liable for the reinstatement of credit in a pre-paid meter due to tampering with, or the incorrect use or abuse of pre-paid meters.
  - (f) The Municipality may appoint vendors for the sale of pre-paid water but does not guarantee the continued operation of any vendor.

- (g) The Municipality may charge a fee for the replacement of a pre-paid user interface device. The fee is subject to an exclusion of approved indigent household with a condition that the device is not damaged by the client. The fee will be determined by council from time to time.
- (h) The Municipality may apply all the debt collection functions available on the pre-paid system to collect all arrear debt on the account of the customer including, but not limited to the systematic reduction of electricity, water, rates, and other debt using electricity or water vending mechanisms. The municipality may also block or limit the vending of any additional sales of electricity/water coupons (or any other method of vending applicable) should there be any arrears on any of the municipal services or rates (or any other charge that is allowed to be levied by the municipality).
- (i) The municipality may apply or deduct a percentage or amount as indicated on the tariff schedule from any consumer using prepaid vending mechanisms in order to settle any outstanding debts on that property. The percentage may be increased based on factors, including but not limited to, level of outstanding debt, risk profile of the debtor, level of defaults from debtors, etc.
- (j) The municipality will have the right to install a prepaid water meter, of which the costs may be recovered from the consumer, for any consumer that defaults on the payment of his/her account.
- (k) The municipality retains the right to install pre-paid meters at all stands not already converted to pre-paid meters within a specified residential area if a high number of users have already been converted to pre-paid meters.

## **18. PAYMENT OF ACCOUNTS**

- (1) All accounts rendered by the Municipality, whether based on actual or estimated reading, are due and payable on the due date.
- (2) All payments, whether made by cash, stop order, electronic payments or payments made through duly authorized agents may be receipted by the Municipality by the close of business on the due date.
- (3) Only cash (credit- or debit cards where available), direct deposits and third-party receipts will be accepted as payment.
- (4) Accounts rendered by the Municipality can be paid at any municipal cashier office and any other pay point as determined by the Municipal Manager from time to time.
- (5) The payment methods and facilities supported by the Municipality can be used to make payments on accounts.
- (6) In a case where a payment is made without using an applicable correct reference number and the payment is not claimed with in a period of three (3) years, the payment shall be confiscated after a public notice has been issued for a period of three (3) months.
- (7) An applicable reference number shall be regarded as either the ten (10) digit customer account number or twenty (20) digit budget vote number.

- (8) Payments received in respect of rates and service charges will be allocated by the Municipality entirely within its discretion, on the consolidated account of the customer.
- (9) Where an account is not settled in full, any lesser amount tendered to shall be accepted but will not be deemed as a final settlement.
- (10) An official receipt issued by the Municipality, or its duly authorised agent will be the only proof of payments made.
- (11) Pre-paid electricity or water vending may be used to recover any arrear debt (whether rates, water, electricity, sanitation, refuse or any other service that is allowed to be levied by the municipality). All such deductions will be reflected against the account of the owner.

## **19. INTEREST ON ARREAR DEBT**

- (1) Account balances which remain unpaid 30 days after the delivery date of an account shall attract interest irrespective of the reason for non-payment.
- (2) Interest on arrear debt shall, subject to sub-clause (1) above, be calculated for each month, or part thereof, for which such payment remains unpaid.
- (3) Interest will be charged from the first working day of the month following the month in which the account becomes payable.
- (4) Interest may only be reversed in the following circumstances: -
  - Exemptions as determined by Council from time to time;
    - If the Municipality has made an administrative error on the account.
    - Where any debt has arisen as a result of a faulty meter, the Municipality has applied an incorrect charge, meter factor or tariff due to an administrative error.
    - Where indicated as such by any clause as part of this policy or another policy of the Municipality.
    - Where council approves such reversal from time to time;
- (5) In case of outstanding debt owed by Residential Households, no further interest shall be charged in any outstanding amounts in respect of which an agreement had been concluded for the payment by way of instalment thereof, provided the instalments are paid in full by the due dates thereof and the client does not default on the arrangements.
  - Interest shall be levied on all accounts and services except for Housing rentals and Government accounts
- (6) Interest shall be charged on all overdue accounts older than 30 days at prime +1%. The change in the interest rate shall be updated annually at the beginning of each financial year with what the current prime rate will be at the time.
- (7) The method of interest shall be simple interest method.

## 20. ENQUIRIES AND APPEALS

- (1) Any aggrieved person may address a grievance or query regarding charges for municipal services to the Chief Financial Officer in writing or may visit any customer care office provided by the Municipality.
- (2) The dispute may be submitted within twenty-one (21) days of the account. If a dispute is raised after this period, it will be treated as an enquiry. Therefore, the account will not be suspended, and normal credit control procedures will apply.
- (3) Every customer has the right to ask and to be provided with a clear explanation as to the services being charged and a breakdown of all amounts shown on their account.
- (4) A query is not regarded as a dispute. A query is a verbal enquiry whereas a dispute must be in writing and lodged with the relevant municipal department or section.
- (5) The aggrieved person shall clearly state the basis of his or her dissatisfaction and the desired resolution.
- (6) The aggrieved person may lodge a query or complaint in respect of a specific municipal service and/or amount.
- (7) The lodging of an inquiry shall not relieve the aggrieved person of the responsibility to settle his or her account. An interim payment similar to an average account may be paid by the due date pending finalisation of the enquiry about a specific municipal service. If a specific amount is questioned, the remaining undisputed amount needs to be settled in full.
- (8) The Municipality will respond to all inquiries from customers within 30 days of the lodging of the enquiry.
- (9) A dispute submitted in terms of the above shall not stop or defer the continuation of any credit control or legal procedures already instituted for the recovery of arrear payments relating to such dispute.
- (10) Additional statements shall be provided by the municipality at an additional cost for the consumer.
- (11) An objection or appeal regarding property rates does not defer the liability for payment of rates beyond the date determined for payment in terms of the Property rates Act. Therefore, these amounts do not constitute a dispute in terms of the Municipal Systems Act Section 102 or this policy as the Property Rates act deals with the dispute resolution process with regards to property rates. Section 20 of this policy will therefore apply with respect to all overdue property rates notwithstanding if an objection or appeal has been lodged.
- (12) Municipal Property Rates Act section 78 objection and disputes shall be administered as follows:
  - 12.1 Objection, appeal and dispute shall be considered by the municipal valuer if the required information and or supporting documentation as specified in the applicable objection and dispute forms are submitted to the relevant municipal official/s in the relevant division/section.
  - 12.2 A non-refundable payment fee in line with the approved tariff maybe charged to lodge an objection, review, appeal and dispute in respect of any matter in, or

omitted from, the roll in terms of the Municipal Property Rates Act, no.6 of 2004 as amended.

## **21. LIMITATION, DISCONNECTION OR DISCONTINUATION OF SUPPLY**

- (1) An account rendered to a customer including those who have applied for the indigent benefit by the Municipality in respect of rates or municipal services, including the collection and disposal of refuse, electricity, water and sewerage services shall be paid by the due date.
- (2) If a customer has not submitted certain key information, the municipality would be allowed to disconnect or limit the supply of electricity or water to obtain such information.
- (3) If the customer fails to pay any account (whether separate or consolidated) within a period of seven (7) days after the expiry date, then:-
  - (a) the Municipality may limit, disconnect, or discontinue the supply of electricity or water to the immovable property in question including the sectional title scheme and homeowners' association.
  - (b) Subject to the provisions of sections 28 and 29 of the Municipal Property Rates Act, 2004 (Act 6 of 2004), the right to deny, restrict, disconnect, or terminate services due to the non-payment for any rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation prevails notwithstanding the fact that –
    - (i) payment was intended for any specific service; or
    - (ii) the person who entered into a service agreement for supply of services with the municipality and the owner are different entities or persons, as the case may be; or
    - (iii) A bulk meter is used to supply the property in question and only some consumers or owners have outstanding balances.
  - (c) The Chief Financial Officer or any duly authorised person may instruct attorneys to recover the outstanding amounts owed.
- (4) The limitation, blocking, disconnection, or discontinuation of the supply of electricity or water shall be affected in the manner that is customarily used or by taking such reasonable and lawful steps as may be necessary.
- (5) Any disbursements or charges incurred or raised in respect of the limitation, disconnection, or discontinuation of the supply of electricity or water shall be paid by the customer.
- (6) Prior to the limitation, disconnection or discontinuation of the supply of electricity or water as per paragraph 21(3) above, the Municipality or Municipal Entity shall:
  - (a) provide the customer with adequate notice, including: -
    - (i) the date of the proposed limitation, disconnection, or discontinuation.
    - (ii) the reason for the proposed limitation, disconnection, or discontinuation.

- (iii) the notice may be a combined notice between both the Municipality and the Municipal Entity; and
  - (b) The final notice (issued after seven days after the expiry date on the municipality statement) shall allow the customer seven (7) additional days within which to challenge or make representations.
- (7) The limitation, disconnection, or discontinuation of the supply of water shall not result in a customer being denied access to basic water services for non-payment, where the customer proves, to the satisfaction of the Municipality, that he or she is unable to pay for basic water services.
- (8) The restrictions, disconnection, or discontinuation of the supply of water may be implemented within 30 days after the lapse of the final notice period.
- (9) If a customer unlawfully reconnects, tampers with the metering system, or attempts to reconnect a supply of electricity or water that has been limited, disconnected, or discontinued, then -
- (a) the Municipality may disconnect or discontinue the supply entirely by removing the service connection from the premises; and
  - (b) any disbursements, penalties, or reconnection charges, together with any outstanding amounts owed in respect of rates or municipal services, may be paid in full before a reconnection can be made.
- (10) Subject to the provisions of this policy, the Chief Financial Officer or any person duly authorised thereto may enter into an arrangement with a defaulter for the payment of an outstanding account, in which event –
- (a) payment may be made by way of instalments; and
  - (b) the normal supply of electricity or water to the premises shall be resumed.
- (11) Any defaulter who enters into a bona fide arrangement with the Municipality for the settlement of arrears, and who fails to honour the terms of such arrangement, shall not be allowed to enter into any further arrangement with the Municipality. The municipality will also have the right to install a prepaid water metering device at the premises of the defaulter which may be at the cost of the defaulter.
- (12) In the case of a customer where the supply of electricity or water has been limited, disconnected, or discontinued at least twice during the preceding period of twelve (12) months, the Municipality may review the amount of the customer deposit required from such customer.
- (13) The Municipality may provide an owner of a property in its jurisdiction with copies of accounts sent to the occupier of the property for municipal services supplied to the property if the owner requests such accounts in writing from the Municipality.
- (14) The Municipality may provide an owner of a property in its jurisdiction with copies of any agreement entered with the occupier of the property for the payment of an outstanding account if the owner requests such agreement in writing from the Municipality.
- (15) The owner of a property may request in writing for the disconnection of services where a tenant owes the services account. Notwithstanding that an electricity or water service may have been disconnected; the registered owner remains

liable to monitor his/her property as well as metering as defined in this, Policy. The relevant fees will need to be paid in advance for such disconnection.

- (16) Where appropriate, the Municipality may at all times attempt to advise an account holder of an impending disconnection or restriction of a supply, and the following mechanisms may be applied should an account holder fail to settle a municipal account by the due date:
- (a) Delivering or mailing, emailing, sms or mms of a final demand and explaining to the account holder the status of the account and the consequences of not paying or concluding an arrangement.
  - (b) Informing the account holder verbally, in writing, by telephone, by sms, mms or by electronic means of the overdue amount and the impending disconnection or restriction of services.
  - (c) Disconnecting or restricting the supply of municipal services to the premises and the serving of a disconnection or restriction notice on the account holder; or
  - (d) Debiting the municipal account of the account holder with all relevant fees or penalties approved by the municipality, legal costs and any other costs associated with collection of monies due.
  - (e) Where the metered supply had been disconnected or restricted, and should the account holder still fail to pay the account, the premises may be revisited at regular intervals to ensure that the metered supply remains disconnected or restricted, and if it is found that the supply which had been disconnected or restricted previously has been restored –
    - The municipality has the right to take whatever action is required in terms of section 31, and the account holder is responsible for the relevant fees or charges or damages caused.
    - The municipality may refuse to supply services for a period determined by the municipality; and
    - In the instance of the use of a pre-paid meter, the municipality may cease further vending of pre-paid services.
- (17) Where a duly authorised officer of the municipality has visited the premises for the purpose of disconnecting or restricting the supply and was obstructed or prevented from effecting such disconnection or restriction, an amount equal to the prescribed fee for a reconnection becomes payable for each visit necessary for the purpose of such disconnection or restriction, subject to a maximum of two such visits during which disconnection or restriction could not be effected.
- (18) The municipality may use any one or more of the following mechanisms to secure full payment of any amounts owing to it:
- (a) Restricting or denying the sale of pre-paid services to an account holder or disconnecting any pre-paid metering system of an account holder, who is in arrears with other services, the municipality may apply the systematic redemption of arrear balances as part of prepaid money vended.
  - (b) requiring the account holder to convert to another metering system.
  - (c) allocating a portion of any pre-paid payment to other debts.

- (d) releasing debtor information to a credit bureau.
- (e) publishing a list of account holders who remain in default.
- (f) withholding payment of a grand-in-aid and excluding the account holder from the tender process.
- (g) withholding payment on contracts for settlement of the municipal account.
- (h) reviewing and altering the conditions of the service agreement.
- (i) instituting legal proceedings for the recovery of the debt.
- (j) classifying the account holder as an unreliable customer.
- (k) using the services of external debt collection specialists or agencies.
- (l) insisting on conversion to pre-paid metering at the cost of the account holder; or
- (m) employing any other methods authorised by the municipality from time to time to recover arrear amounts.
- (n) Use a portion of amounts for purchasing pre-paid water to settle any outstanding debts/arrears (starting with the oldest debts).
- (o) In the event that the customer claims damage from the municipality, the municipality will have a right to withhold such a claim until the claimant has paid in full for all outstanding services as well as rates and taxes.

## **22. RECONNECTION OF SERVICES**

The City shall reconnect and/or restore full levels of supply of any restricted or disconnected services only after the full amount outstanding is paid with interest and collection charges, including the costs of such disconnection and reconnection; or an AOD has been entered into for payment of such outstanding amounts in terms of this policy.

The reconnection of both water and electricity including prepaid shall be restored within Seventy- two (72) hours.

## **23. RECOVERY OF RATES FROM OWNERS, TENANTS, OCCUPIERS AND AGENTS**

- (1) The Municipality may utilise the procedures prescribed in terms of section 20 of this policy to recover rates and taxes arrears from the owner of immovable property.
- (2) Any limitation, disconnection or discontinuation of the electricity or water supply, for the purposes of sub-section (1), shall be affected subject to the requirements contained in section 20 of this policy.
- (3) Alternatively, to sub-section (1), above, the Municipality may recover rates arrears in whole or in part from a tenant or occupier of the immovable property, despite any contractual obligation to the contrary on the tenant or occupier. The Municipality may recover an amount only after the Municipality has served a written notice on the tenant or occupier.'
- (4) The amount the Municipality may recover from the tenant or occupier of a property is limited to the amount of rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.

- (5) Any amount the Municipality recovers from the tenant or occupier of the property may be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner.
- (6) The tenant or occupier of a property may, on request by the Municipality, furnish the Municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the Municipality.
- (7) The Municipality may, despite the Estate Agents Affairs Act 1976, recover the amount due for rates on a property in whole or in part from the agent of the owner if this is more convenient for the Municipality.
- (8) The Municipality may recover the amount due for rates from the agent of the owner only after it has served a written notice on the agent.
- (9) The agent may, on request by the Municipality, furnish the Municipality with a written statement specifying all payments for rent on the property and any other money received by the agent on behalf of the owner during a period determined by the Municipality.
- (10) The amount the Municipality may recover from the agent is limited to the amount of any rent or other money received by the agent on behalf of the owner, less any commission due to the agent. The municipality will also have the right to install a prepaid water meter metering device at the premises of the defaulter.

## **24. DEBT COLLECTION**

### **(1) Handover of debt-to-debt collectors**

- (a) Debts which have been outstanding for more than 90 days from due date may be handed over to debt collectors appointed by the Municipality for the purposes of collecting such debt.
- (b) The relevant debt collectors may ensure that the stipulations contained in the NCA with respect to incidental credit are duly complied with.
- (c) If the debt collectors are unsuccessful in collecting the debt within 90 days of same being handed over, the debt may be handed over for the recovery thereof by means of formal litigation processes.
- (d) Only the Chief Financial Officer may hand over debts to attorneys for collection, and the Chief Financial Officer shall hand such debts over to attorneys for collection if they have not been collected by debt collectors within the aforementioned period of ninety (90) days, unless the Chief Financial Officer is of the opinion that it shall not be cost effective to do so. No further specific approval would be required to “top up” accounts already approved as per prior handed over accounts.
- (e) If the Chief Financial Officer is of the opinion that it is appropriate to do so (such as in cases of urgency), he or she may hand over debts for collection to attorneys at any time prior to the expiration of any of the periods referred to above and without first handing them to debt collectors.

- (f) The following types of debt will not be handed over to debt collectors.
  - (i) Debts of indigent customers that are registered as indigent at the date of handover.
  - (ii) Debt that is being paid off as per an arrangement with the customer, provided that the customer do not default on the arrangement.
  
- (g) The process of collecting debt by debt collectors includes: -.
  - (i) Courtesy call to the customer
  - (ii) Sending an sms to customers.
  - (iii) Signing of acknowledgment of debt contract
  - (iv) Sending out demand letters.
  - (v) Instruct disconnection of services to the property
  - (vi) Issue of summonses
  - (vii) Making arrangements with customers to pay off debt in terms of the Council's credit control and debt collection policy.
  - (viii) Making follow-up contact with customers on unpaid arrangements.
  - (ix) Execution (section 65 proceedings) and garnishees

**(2) Handover of debt for formal litigation processes**

- (a) Debts which have been outstanding for more than 90 days from due date may be handed over to attorneys appointed by the Municipality for the purposes of collecting such debt through legal collection.
  
- (b) The following types of debt will not be handed over to attorneys:-
  - (i) Debt of approved indigent customers that has not yet been written off by the council.
  - (ii) Debt that is being paid off as per an arrangement with the customer, provided that the customer does not default.
  
- (c) The process of legal collection includes:-
  - (i) Final demands for payment to customers.
  - (ii) Emolument attachment orders on customer's salaries.
  - (iii) Summons issued for debt to be paid.
  - (iv) Default judgment be obtained against the customer.

- (v) The attachment of moveable properties and sale in execution of moveable property.
- (vi) The attachment of immovable property and the sale of immovable property.

(3) **Section 118 of the Local Government: Municipal Systems Act No 32 of 2000.**

- (a) To obtain rates clearance certificate, a customer may accurately complete an electronic rates clearance application form in full, either manually or electronically in terms of the City's clearance process.
- (b) The City will issue a statement of clearance figures in response to such application, which amount will include an estimation of future charges to be incurred at the property concerned for a period of 4 months from the date of issue of the statement.
- (c) The statement of clearance figures issued shall be valid for 30 days from date of issue.
- (d) Payment of clearance figures may be made by way of cash or an EFT from the Trust account of the conveyancing attorney registering the transfer before a Clearance Certificate may be issued. The City requires 14 days' notice for payment made by any other method to be cleared before a Clearance Certificate may be issued.
- (e) The City reserves the right to withdraw any Clearance Figures if found to be erroneously issued or pending an investigation into its issue.
- (f) The issued certificate may be in the prescribed form and may be signed by the Delegated Official.
- (g) The City reserves its right to consolidate the debt still owing after transfer of the property and transfer that debt to any other account of the previous customer.
- (h) Debt older than two years on the property irrespective of whether the owner of the property accumulated the debt will also have to be paid by the owner.
- (i) If the owner refuses to pay the debt which is older than two years, then the Municipality will apply to a competent Court for an order in the following terms: -
  - (i) In the case where there is already a judgment for the payment of the amount, an order that the judgment debt be paid out of the proceeds of the sale before the mortgage debt is settled.
  - (ii) In the case where there is no judgment debt, for an order staying transfer of the property pending the finalisation of a civil action to be instituted against the person who is in law liable for the payment of the outstanding debt.
  - (iii) The above action will be taken before the property is transferred as the statutory lien created by Section 118(3) of the Act only endures until the property has been transferred and in terms of Section 118(5) of the Act the new owner of the property cannot be held liable for the debt that became due before a transfer of a residential property took place.
  - (iv) In addition to the steps provided above the Municipality is also entitled to immediately proceed with formal litigation processes for the recovery of the debt older than two years.

(j) Rates Clearance Certificates: -

- i. The Municipality will issue a certificate required for the transfer of immovable property in terms of Section 118 of the Systems Act, which is lodged with the Municipality in the prescribed manner.
  - ii. This is subject to all amounts that became due in connection with that property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate have been fully paid.
  - iii. The certificate will be valid for 60 days.
  - iv. no extension on a certificate will be granted. If it expires a new application for clearance may be made.
  - v. The municipality will not process a refund on cancellation of sale after clearance certificate was issued”.
  - vii. The municipality may issue either a manual or electronic clearance certificate.
  - viii. A separate application is required for each transfer. Where simultaneous transfers of a property are contemplated the Conveyancer may apply for a separate Rates clearance certificate in respect of each transfer
- (k) Subject to the application of the law, on the date of transfer of ownership the previous owner’s (the Seller) service agreement will be deemed to have lapsed and the new owner (the Purchaser) may conclude a new service agreement with the Municipality, subject to any terms as set out in this Policy.
- (l) Where an application has been made for a Rates clearance certificate in respect of a property of which unauthorised development has taken place or unauthorised/illegal activities have been conducted, the application will not be processed further until such a time that the Municipality has re-assessed the valuation of the property.

**(4) Debt of approved indigent customers written off**

- (a) Shall be handled in terms of the approved indigent policy.

**(5) Other debt collection methods**

- (a) The debt collection methods mentioned in the paragraphs above are not an exhaustive list of methods that can be applied to collect debts and any other methods that can be initiated will be implemented with the approval of Council.

**25. ARRANGEMENTS TO PAY ARREAR DEBT**

- (1) An owner may enter into a written agreement with the Municipality to repay any outstanding and due amount to the Municipality.

- (2) The City reserved the right to enter into payments arrangements with consumer or occupier who has the ability to pay. The consumers or occupiers may demonstrate that they have the right to occupy the premises/property.
- (3) The customers agree to consent to the relevant courts' jurisdiction which include both the Magistrate and the High Courts to preside over their cases should the City without notice proceed to apply for judgment against the defaulting customers.
- (4) **Arrangements to Pay Outstanding and Due Amounts in Consecutive Instalments**

#### **Residential Households**

- (a) One of the key objectives of debt collection is to encourage customers to start paying their monthly accounts in full. In addition, it is also necessary to ensure that arrear debt is addressed. The current average balances on customer accounts necessitate those innovative ideas be implemented to encourage customers to pay off their arrears. At the same time, it is also of utmost importance that regular payers are not discouraged through the implementation of any possible incentives.
- (b) The main aim of an agreement will be to promote full payment of the current account and to address the arrears on a consistent basis. At the date of the arrangement a minimum of 30% of the capital arrear debt may be paid immediately for residential customers. The minimum amount less than 30% may be recommended for approval at the discretion of the General Manager or Chief Financial Officer.
- (c) The balance of the debt, which includes the capital amount and interest, may be paid over 24 months, provided payments are made monthly by the due date. Extended periods shall be granted at the discretion of the General Manager or the Chief Financial Officer.
- (d) A customer may enter into a written agreement with the Municipality to repay any outstanding and due amount to the Municipality under the following conditions:-
  - (i) The outstanding balance, costs and any interest thereon shall be paid in regular and consecutive monthly instalments.
  - (ii) The current monthly amount may be paid in full; and
  - (iii) The written agreement has to be signed on behalf of the Municipality by a duly authorised officer.
  - (iv) The agreement will be compliant with the requirements of the National Credit Act where applicable.
  - (v) Payment shall, as far as possible, only be accepted via a direct debit procedure.
- (e) In order to determine monthly instalments a comprehensive statement of assets and liabilities of the customer may be compiled. To ensure the continuous payment of such arrangement the amount determined may be affordable to the customer, taking into account that payment of the monthly current account is a prerequisite for concluding an arrangement.

- (f) The Municipality may from time to time introduce incentive schemes to improve the debt collection rate.
- (g) A customer who cannot pay their arrear debt may enter into an arrangement to pay the account over an extended period of time.
- (h) During the time of the debt collection process, but before the debt is handed over to the attorneys a customer may enter into an arrangement to pay off arrear debt, which will be made an order of court by agreement in terms of the Rules of the Court.
- (i) The Municipality will entertain only one arrangement with a customer to pay off arrear debt. Failure to abide by the arrangement will result in that:-
  - (i) the arrangement shall be terminated with immediate effect; and
  - (ii) the outstanding balance shall immediately become due and payable;
  - (iii) a prepaid water meter may be installed at the discretion of the municipality.
- (j) The customer by signing the arrangement agreement to pay off arrear debt acknowledges the following: -
  - (i) The debt is owed to the Municipality.
  - (ii) That on default of the arrangement agreement, interest on arrears will be charged on the amount due, electricity or water supply will be disconnected to the property of the customer, or the customer may be blocked from the purchase of on the prepayment system or higher deductions of arrears will be instituted, and legal proceedings will be instituted to collect the debt.
  - (iii) Any costs, which include collection costs, charges, disbursements, and legal costs relating to any of the debt collection methods applied to collect the debt may only be recovered from the defaulting customer within the provisions of the NCA.

**(5) Arrangements by businesses**

- (a) At the date of the arrangement a minimum of 50% of the capital arrear debt may be paid immediately and any variance on the minimum shall be recommended by the General Manager for approval by the Chief Financial Officer. A report on all businesses that negotiated payments less than the 50% threshold shall be reported quarterly to Council.
- (b) The balance of the debt which includes the capital amount and interest may be paid over a period not exceeding 12-month provided payments are made monthly by the due date. Extended period shall be granted at the discretion of the General Manager or the Chief Financial Officer. The total monthly instalment may include the current monthly charges plus the amount to pay off arrear debt.
- (c) Arrangement by businesses to pay off arrear debt will only be entertained for debt on which debt collection actions have been taken, and which actions are in an advanced stage.

- (d) During the time of the debt collection process, but before the debt is handed over to the attorneys a customer may enter into an arrangement to pay off arrear debt, which will be made an order of court by agreement in terms of the Rules of the Court.
- (e) Failure to maintain the arrangement will result in interest being reversed and full debt collection being implemented, with no possibility of reprieve.
- (f) Arrangements with Juristic Persons shall require the following:
  - Documentation and information as set out in section 7(3) as and where applicable.
  - The financial situation of the Juristic Person to be reviewed taking into account the latest audited financial statements and other supporting documents relevant to financial position.
  - Deeds of suretyship in favour of the Municipality, as the case may be in an amount equivalent to the value of the outstanding debt plus current accounts.
  - Payment shall, as far as possible, only be accepted via a direct debit procedure.
- (g) Any arrangement outside of the foregoing may be approved by the Municipal Manager. This function cannot be delegated.

## **26. INDIGENT CUSTOMERS**

- (1) An account holder (customer) may apply, in the prescribed manner, to be regarded as an indigent customer as defined in the Indigent Policy approved by the Council.
- (2) Any person who has been declared indigent shall be entitled to indigent subsidies for basic services on a basis determined by Council from time to time.
- (3) The approved account holder shall remain responsible for any outstanding amount at the date of application as well as for future excess charges.
- (4) The arrears on the accounts of households, approved as indigent, will be submitted to Council to be written off in full. This submission will only be valid as a once-off exercise after approval and will not be applicable for future consumption in excess of the approved subsidy accumulated.
- (5) Where applicable, indigent customers may have their credit electricity and water meters converted to prepayment electricity and water meters.
- (6) Indigent customers with credit electricity and water meters are required to pay their current monthly account, which is the amount after the indigent subsidy has been deducted, every month by the due date, until the conversion to a prepaid meter has been made.

## **27. DEBT OF ABSCONDED OWNERS**

- 1. The occupant of the property may sign an agreement in which the occupant agrees to pay all property rates and service charges that are to be raised on the property

of the absconded registered owner's property.

## **28. STAFF AND COUNCILLORS - PAYMENT OF ARREARS**

- (1) All existing staff and Councillors who have not entered into an agreement to pay arrears may do so within thirty days of the approval of this policy by Council.
- (2) All staff members joining the Municipality may within thirty days sign an agreement to pay arrears.
- (3) The repayment period for both Councillors and staff is not to exceed twelve months.
- (4) All agreements with Councillors may not exceed the expiry date of the term of office.
- (5) Salary deduction in terms of section 10 of schedule 2 of the Municipal Systems Act will be implemented on all staff members and councillors with arrears on their account irrespective of whether they enter into an arrangement or not.
- (6) The deduction as per clause (5) above may be implemented without notice prior to the salary deduction.

## **29. WRITE OFF OF IRRECOVERABLE DEBT**

- (1) The objective to write off irrecoverable debt is to have a debt book that does not reflect irrecoverable debt.
- (2) For this purpose, the implementation of the debt write off shall be done in line with the approved write-off policy.

## **30. AGREEMENTS WITH EMPLOYERS**

- (1) Section 103 of the Systems Act reads as follows - A Municipality may-
  - (a) With the consent of a person liable to the Municipality for the payment of rates or other taxes or fees for Municipal services, enter into an agreement with that person's employer to deduct from the salary or wages of that person-
    - i. Any outstanding amounts due by that person to the Municipality; or
    - ii. Regular monthly amounts as may be agreed;
- (2) In the event that the employee voluntarily chooses to use the method of payment as contemplated in subsection 29(1) for the payment of his or her municipal accounts, the employee may approach the Municipality for the agreement to be concluded.
- (3) A collection commission may be payable to the employer as determined from time to time.

## **31. PRIMA FACIE EVIDENCE**

1. A certificate endorsed by the municipal manager, reflecting the amount due and payable to the Municipality, shall upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness reflected therein.

### **32. OFFENCES AND PENALTIES**

- (1) Any person who:-
  - (a) fails to give the access required by a duly authorised representative of the Municipality in terms of this policy;
  - (b) obstructs or hinders a duly authorised representative of the Municipality in the exercise of his or her powers or performance of functions or duties in terms of this policy.
  - (c) unlawfully uses or interferes with municipal equipment or the consumption of services supplied to any customer.
  - (d) tempers with or break any seal on a meter or on any equipment belonging to the Municipality, or causes a meter not to register properly the service used;
  - (e) fails, or refuses, to give a duly authorised representative of the Municipality such information as he or she may reasonably require for the purpose of exercising or performing his or her powers or functions in terms of this policy, or gives such representative false or misleading information, knowing it to be false or misleading; or
  - (f) contravenes, or fails to comply with, a provision of this policy, shall be guilty of an offence.

### **33. PROPERTY MANAGEMENT LEASES**

The procedure for the recovery of arrears on leases will be in accordance with the conditions contained in the relevant lease contract and this policy will be applied if deemed appropriate by the Chief Financial Officer.

Persons who lease property from the Municipality for the purposes of any business or trade may provide a surety agreement covering all debt incurred on the said property during the duration of the lease.

### **34. POWER OF ENTRY AND INSPECTION**

- (1) For any purpose related to the implementation or enforcement of this policy, and at all reasonable times, or in an emergency, a duly authorised representative of the Municipality may enter premises, request information and carry out such inspection or examination, as he or she may deem necessary:-
  - (a) with regard to the installation or repair of any meter or service connection or reticulation; or
  - (b) so as to limit, discontinue, disconnect or reconnect the provision of any service.
  - (c) To take readings for consumption of water.
- (2) If the Municipality considers it necessary that work be performed to enable the afore stated authorised representative to perform a function referred to in subsection (1) properly and effectively, then it may:-

- (a) by written notice require the owner or occupier of the premises, at his or her own expense, to do specific work within a specified period; or
  - (b) if, in its reasonable opinion, the situation is a matter of urgency, then the Municipality may do such work, or cause it to be done, at the expense of the owner or occupier, and without written notice.
- (3) If the work referred to in subsection (2)(b) above is carried out for the sole purpose of establishing whether a contravention of this policy has been committed, and no such contravention has taken place, then the Municipality shall bear the expense connected therewith, together with the expense of restoring the premises to its former condition.

### **35. NOTICES**

- (1) The monthly municipal services statement shall constitute the first notice seven (7) days from date of expiry.
- (2) A final notice shall provide an additional seven (7) notice to make up the fourteen (14) days' notice period. Thereafter, the services may be restricted without further notice.

### **36. BY-LAWS**

- (1) The Municipality may promulgate by-laws regarding:-
  - (a) any matter required, or permitted, to be prescribed in terms of this policy; and
  - (b) Generally, all matters which, in the reasonable opinion of the Municipality, are necessary, or expedient, to be prescribed, in order to achieve the objects of this policy.

### **37. REPEAL OF POLICY**

Any policy relating to credit control and debt collection adopted by the Municipality or any erstwhile municipal council now comprising an administrative unit of the Municipality shall be repealed from the date of promulgation of this policy.

### **38. PUBLICATION OF POLICY**

The Municipal Manager shall, within 14 days from the date of adoption of this Policy by the Council, by public note draw the attention of the public to its broad contents and method of application.

### **39. APPLICATION OF THE POLICY**

- (a) The Council reserves the right to differentiate between different categories of customers, debtors, services or service standards when applying this, Policy. The Council will on application of the credit control policy avoid discrimination as forbidden by the Constitution unless it is established that the discrimination is fair as allowed by the Constitution.
- (b) If any provision of this policy is unenforceable at law, such provision shall be severed from the remaining provisions of this policy and the remaining provisions of this policy shall not be affected and shall remain of full force and effect.

#### 40. IMPLEMENTATION AND REVIEW OF THIS POLICY

- (1) This policy shall be implemented once approved by Council. All future credit control actions may be made in accordance with this policy.
- (2) In terms of section 17(1)(e) of the MFMA this policy may be reviewed on annual basis and the reviewed policy tabled to Council for approval as part of the budget process.

#### 41. CONTACT DETAILS

For more information, contact

<b>Name and surname</b>	<b>Designation</b>	<b>Email Address</b>	<b>Contact Details</b>
Betty Manyama	Manager Debt Collection	betty.manyama@mangaung.co.za	051 405 8145
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Boitumelo Mfeketho	Accountant – Debt Collection	boitumelo.mfeketho@mangaung.co.za	051 405 8932
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