

[NO. 145 OF 2010]

NOTICE IN TERMS OF SECTION 14(2)(b)(i) OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000: PUBLICATION: NGWATHE MUNICIPALITY'S CREDIT CONTROL AND DEBT COLLECTION BY-LAW

I, Advocate T Mokoena, In my capacity as the Municipal Manager of Ngwathe Municipality and duly authorized by Resolution of the Council of the Municipality on delegation of powers hereby publish standard by-laws for public comment.

[2.] The public and interested parties are invited to submit comments in writing on these proposed standard draft by-laws by not later than 30 days from the date of publication of this notice, to:-

The Municipal Manager
Ngwathe Municipality
Liebenbergstrek
PO Box 359
Parys
9585

Comments may also be submitted by facsimile to number 056 811 2046 or by e-mail to jordaanr@ngwathe.co.za

SCHEDULE

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CHAPTER 1:

DEFINITIONS AND APPLICATION

Definitions

1. In these By-laws any word or expression to which a meaning has been assigned in the Act bears the same meaning, and unless the context otherwise indicates –

"account" means a notification by means of a statement of account to any consumer liable for payment of any amount to the Council in respect of any of the following :

- (a) Electricity consumed based on a meter reading or an estimate of consumption;
- (b) Water consumed based on a meter reading or an estimate of consumption
- (c) Refuse removal and disposal;
- (d) Sewerage
- (e) Rates;
- (f) Interest; and/or
- (g) miscellaneous and sundry fees and collection charges;

"Act" means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000); **"arrears"** includes collection charges and interest in respect of the principal amount in arrears;

"authorised official" means any official or agent of the Council who has been authorised by it to administer, implement and enforce the provisions of these By-laws;

"by-law" means a by-law adopted and promulgated by the Council;

"collection charges" means charges which may be recovered by the Council in terms of section 75A of the Act, and includes –

- (a) the cost of reminding consumers of arrears;
- (b) the cost of the termination, restriction and reinstatement of municipal services;
- (c) the costs of any notice rendered, sent or delivered in terms of these By-laws;
- (d) the costs and administration fees contemplated in section 21 of these By-laws;
- (e) all legal costs, including attorney and client costs, incurred in the recovery of arrears; and
- (f) any commission and/or other expenses relating to the recovery of arrears payable by the Council to any consumer or firm.

"Council" means - (a) the Local Municipality of Ngwathe established in terms of the Local Government: Municipal Structures Act, 1998, as amended, exercising its legislative and executive authority through its municipal council; or

(b) its successor in title; or

(c) a structure or consumer exercising a delegated power or carrying out an instruction, where any power in these By-laws has been delegated or sub-delegated, or an instruction given, as contemplated in section 59 of the Act; or

(d) a service provider fulfilling a responsibility under these By-laws, assigned to it in terms of section 81(2) of the Act, or any other law, as the case may be;

"consumer" means any occupier of premises to which the Council has agreed to provide or is actually providing any municipal service, or if there is no occupier, the owner of the premises concerned; **"fee"** means a fee prescribed for or in respect of any municipal service;

"Municipal Manager" means - (a) the consumer appointed by the Council as the Municipal Manager in terms of section 82 of the Local Government : Municipal Structures Act, 1998 (Act No. 117 of 1998), and includes any consumer acting in that position; or

(b) in relation to a service provider referred to in paragraph (d) of the definition of "Council", the Accounting Officer of that service provider.

"municipal service" means any or all of the services specified in subparagraphs (i) to (iv), inclusive, of section 2(1)(b) of this by-law;

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

"owner" –

- (a) in relation to a property referred to in paragraph (a) of the definition of "property", means a consumer in whose name ownership of the property is registered;
- (b) in relation to a right referred to in paragraph (b) of the definition of "property", means a consumer in favour of whom the right is registered;
- (c) in relation to a right referred to in paragraph (c) of the definition of "property", means a consumer in favour of whom the right is registered or to whom it was granted in terms of any law; and (d) in relation to public service infrastructure referred to in paragraph (d) of the definition of "property", means the organ of state which owns or controls that public service infrastructure, and includes a consumer who the Council may for the purpose of these By-laws regard as the owner of a property in the following cases:
 - (i) A trustee, in the case of a property in a trust, but excluding state trust land in relation to rates contemplated in the Local Government: Municipal Property Rates Act, 2004 (Act No.6 of 2004);
 - (ii) an executor or administrator, in the case of a property in a deceased estate;
 - (iii) a trustee or liquidator, in the case of a property in an insolvent estate or the owner of which is in liquidation;
 - (iv) a judicial manager, in the case of a property in the estate of a consumer under judicial management;
 - (v) a curator, in the case of a property in the estate of a consumer under curatorship;
 - (vi) a consumer in whose favour a usufruct or other consumeral servitude is registered, in the case of a property that is subject to a usufruct or other consumeral servitude;
 - (vii) a lessee, in the case of a property that is registered in the name of the Council and is let by it; or
 - (viii) a buyer, in the case of a property that was sold by the Council or private or another owner and of which possession was given to the buyer, in a case of a pending registration of ownership in the name of the buyer;

"consumer" means either a natural or legal consumer

"policy" means the Credit Control and Debt Collection Policy adopted by the Council;

"prescribed" means prescribed by the Council from time to time, by resolution;

"premises" means any piece of land, with or without any building or structure thereon, the external surface boundaries of which are delineated on –

- (a) a general plan or diagram registered in terms of the Land Survey Act, 1927 (Act No. 9 of 1927), or in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937); or
- (b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), which is situated within the area of jurisdiction of the Council;

"property" means - (a) immovable property registered in the name of a consumer, including, in the case of a sectional title scheme, a sectional title unit registered in the name of a consumer;

- (b) any right registered against immovable property in favour of a consumer, excluding a mortgage bond registered against the property;
- (c) a land tenure right registered in favour of a consumer or granted to a consumer in terms of any law; or
- (d) public service infrastructure;

"rates" means municipal rates on property levied in terms of the Local Government : Municipal Property Rates Act, 2004 (Act No. 6 of 2004), and

"working day" means a day, other than a Saturday, Sunday or public holiday.

Application of By-laws

2. (1) These By-laws only apply in respect of (amounts of money due and payable to the Council for:-

- (a) rates;
- (b) fees and/or surcharges on fees in respect of the following municipal services:
 - (i) The provision of water and/or the availability of the provision thereof;
 - (ii) refuse removal and disposal;
 - (iii) The provision of sewerage and the availability of the provision thereof; and
 - (iv) The provision of electricity supply and/or the availability of the provision thereof;
- (c) interest which has or will accrue in respect of any amount of money due and payable or which will become due and payable to the Council in regard to rates and municipal services; and
- (d) collection charges;

(2) These By-laws also apply to any municipal service provided through pre-paid meters, in so far as the By-laws may be relevant.

CHAPTER 2

SERVICE AGREEMENTS AND TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL SERVICES

Provision of municipal services to consumers

3. (1) No municipal service may be provided to any consumer, unless and until –
- (a) application for the service has been made in writing on a form prescribed by Council or substantially similar to such form;
 - (b) any information and documentation required by the Council have been furnished;
 - (c) a service agreement, in the form prescribed by Council, has been entered into between the consumer and the Council; and
 - (d) an amount equal to the amount prescribed, in cash or a bank guarantee cheque or bank guaranteed cheque, has been deposited as security or other acceptable security, as prescribed, has been furnished.
- (2) If a consumer for a municipal service is an existing consumer of the Council in respect of any other municipal service in respect of which any amount is in arrears –
- (i) such arrears must be paid; or
 - (ii) an agreement for payment of the arrears in terms of section 20 must have been entered into and payment in terms thereof must not be in arrears, before an application for a new service in terms of this section will be considered.
 - (iii) When the municipality conducts any business activity with any person, should verify if their municipal accounts are settled and up to date.
 - (iv) If the tenants account is in arrears, after the final account has been issued, the owner is still responsible for the incurred arrears and no new account will be opened until such that the account is settled up to date.
- (3) The Council may at any time require a consumer to increase a deposit paid or security furnished in terms of subsection (1)(d); the owners of the properties be exempted to pay the consumer deposit, only tenants to pay the consumer deposit.
- (4) No interest is payable by Council on any amount deposited in terms of subsection (1)(d) or (3).

General terms and conditions governing the provision of municipal services

4. The general terms and conditions for the provision of any municipal service set out in a service agreement contemplated in section 3(1)(c) are deemed to be incorporated in these By-laws and apply to the provision of such service to any consumer.

Estimated consumption

5. The Council may make an estimate of the consumption of water or electricity consumed by a consumer during any relevant period if –
- (a) no meter reading could be obtained in respect of the period concerned; or
 - (b) no meter has been installed to measure the consumption on the premises concerned, and the consumer concerned is liable for payment of the prescribed fee in respect of such estimated consumption.
 - (c) It is the duty of the consumer to ensure that all meters are accessible and kept clean and free of anything that may obstruct or hinder council's officials from taking readings from it all the times.

New service agreements and deposits or security by existing consumers

6. (1) Any existing consumer, or the trustee, liquidator, judicial manager or curator of such consumer's estate, may be required by the Council, whenever it may deem it fit to enter into a new service agreement to replace an existing agreement entered into with the consumer concerned, and to pay a deposit or furnish security contemplated in section 3, notwithstanding the fact that a service agreement was

previously entered into in respect of the municipal service concerned and the provisions of section 3(3) apply in respect of such new agreement.

(2) The provisions of section 3(4) apply to a deposit referred to in subsection (1).

Termination of service agreements

7. (1) Subject to the provisions of sections 13 and 20 –

(a) a consumer may terminate an agreement for the provision of any municipal service by giving notice in writing of his or her intention to do so of not less than seven working days to the Council.

(b) the Council may, subject to compliance with the provisions of these By-laws and any other applicable law, by notice in writing of not less than 14 working days, to a consumer, terminate his or her agreement for the provision of the municipal service concerned, if the consumer –

(i) has not used the municipal service during the preceding six months and has not made arrangements to the satisfaction of the Council for the continuation of the agreement;

(ii) has failed to pay any prescribed fee or arrears due and payable in respect of the municipal service concerned;

(iii) has made an arrangement with another services provider to provide the municipal service concerned to the consumer;

(iv) has vacated the premises to which the agreement concerned relates.

(2) A consumer to whom notice has been given in terms of subsection (1)(b), may within the period of 14 working days referred to in that subsection, make written representations to the Council why the agreement concerned should not be terminated and if such representations are unsuccessful, either wholly or in part, the agreement concerned may be terminated.

CHAPTER 3

ACCOUNT ADMINISTRATION

Accounts

8. (1) Accounts must be rendered and administered in accordance with the Credit Control and Debt Collection Policy, other prescribed requirements and any other applicable law.

(2) The Council may, in accordance with the provisions of section 102 of the Act –

(a) consolidate any separate accounts of a consumer liable for payment in terms of these By-laws to the Council into one consolidated account;

(b) credit any payment by such consumer against any portion of the consolidated account of that consumer; and

(c) it will be compulsory that in future all conventional meters be converted to pre-paid meters

(d) implement any of the debt collection and credit control measures provided for in these By-laws in relation to any arrears on any of the accounts of a consumer.

(3) The amount due and payable by a consumer by virtue of a consolidated account constitutes a consolidated debt, and any payment made by a consumer of an amount less than the total amount due, will, subject to the provisions of section 19(1), be allocated in reduction of the consolidated debt in the order prescribed.

(4) (a) Any amount paid by a consumer in excess of an existing debt may be held in credit for the consumer in anticipation of future rates and fees for municipal services or for the purposes contemplated in section 14(b).

(b) No interest is payable on any amount contemplated in paragraph (a).

Account information

9. Accounts must contain at least the following information –

(a) the consumption or estimated consumption of water and electricity as determined for the measuring or consumption period;

(b) the measuring or consumption period for water and electricity consumed;

- (c) the amount due based on the measured or estimated consumption of services during the relevant period;
- (d) the amount due and payable for any other municipal service;
- (e) the amount in arrears, if any;
- (f) the interest payable on any arrears, if any;
- (g) collection charges insofar as they may be relevant;
- (h) the final date for payment; and
- (i) the methods, places and approved agents where payment may be made.

Account administration

10. The Council must, subject to the provisions of section 5, endeavour to ensure –
- (a) accurate metering of consumption at fixed intervals with the minimum delay between service connection and first and subsequent rendering of accounts;
 - (b) accurate and up-to-date information in accounts;
 - (c) accurate monthly accounts with the application of the appropriate and correct prescribed fees, rates and other related amounts due and payable;
 - (d) the timely dispatch of accounts;
 - (e) adequate provision and the efficient operation of facilities for payment throughout the municipal area;
 - (f) the appointment of agents to accept payments on behalf of the Council; and
 - (g) appropriate hours of business in order to facilitate account payments.

Queries or complaints in respect of accounts

11. (1) A consumer may lodge a query or complaint in respect of the accuracy of any amount due and payable in terms of an account rendered to him or her in terms of these By-laws.
- (2) A query or complaint must be lodged with the Council before or on the due date for payment specified in the account concerned, or as soon as reasonably possible thereafter.
- (3) If a query or complaint contemplated in subsection (1), is lodged –
- (a) before the due date for payment specified in the account concerned, an amount at least equal to the average amount that was due and payable in respect of rates or the municipal service concerned, as specified in the accounts for the preceding three months which are not in dispute, must be paid by the consumer concerned before or on such due date; or
 - (b) after the due date for payment specified in the account concerned, such query or complaint must if the full amount in dispute has not been paid, be accompanied by at least the amount contemplated in paragraph (a); and
 - (c) before or after the due date for payment specified in the account concerned, the consumer concerned must pay the full amount of any account, insofar as it relates to rates or the municipal service concerned, rendered in respect of a subsequent period, before or on the due date for payment specified in such account, except insofar as that account may incorporate the amount in dispute.
- (4) An authorised official must register the query or complaint and provide the consumer with a reference number.
- (5) The Council must –
- (a) investigate or cause the query or complaint to be investigated within 14 days, or as soon as possible after the query or complaint was received; and
 - (b) inform the consumer, in writing, of its decision as soon as possible after conclusion of the investigation, instructing that any amount found to be due and payable must, subject to the provisions of section 19, be paid within 21 days from the date on which a notice thereof is dispatched to the consumer.
- (6) A consumer may, subject to the provisions of section 12, lodge an appeal with the Municipal Manager in terms of section 62 of the Act against a decision referred to in subsection (5), within 21 days of the date of dispatch of the notification of the decision.
- (7) The Council must inform the consumer concerned in writing of the outcome of the appeal, instructing that any amount found to be due and payable, must be paid within seven days from the date on which the consumer is notified thereof from the date of dispatched.

Appeals against decision by service providers on queries and complaints

12. (1) If a decision contemplated in section 11(5) has been made in respect of a municipal service provided by a service provider referred to in paragraph (d) of the definition of Council in section 1, a consumer may lodge an appeal against that decision by giving written notice of the appeal with reasons to the Chief Executive Officer of the service provider concerned, within 21 days of the date of the dispatched notification of the decision.
- (2) The Chief Executive Officer must promptly submit the appeal to the appropriate appeal authority specified in subsection (4).
- (3) The appeal authority must consider the appeal, and confirm, vary or revoke the decision, but no such variation or revocation may detract from any rights that may have accrued as a result of the decision.
- (4) If an appeal is against a decision taken by –
- (a) a staff member, other than the Accounting Officer, the Accounting Officer is the appeal authority;
 - (b) the Accounting Officer or any committee of the service provider –
 - (i) the board of directors of the service provider; or
 - (ii) a committee of directors who were not involved in the decision concerned and appointed by the board of directors for this purpose, is the appeal authority.
- (5) An appeal authority contemplated in subsection (4), must commence with an appeal within 42 days after submission of the appeal and decide the appeal within a reasonable period.
- (6) A service provider must comply with the provisions of section 11(7).

Arrear accounts

13. (1) If a consumer fails to pay any amount due and payable for any municipal service or rates on or before the due date for payment specified in the account concerned, a final demand notice may be sent to the consumer.
- (2) A final demand notice referred to in subsection (1), must contain the following :
- (a) the amount in arrears and any interest payable, and a statement that payment must be made within 14 days of the date of dispatch of the final demand notice;
 - (b) that the consumer may in terms of section 21, within the period contemplated in paragraph (a), conclude a written agreement with the Council for payment of the arrears in installments;
 - (c) that if such arrears are not paid or no such agreement is entered into within the period stipulated in paragraph (b), the municipal service concerned may be terminated or restricted and that legal action may be instituted for the recovery of any amount in arrear without further notice;
 - (d) that the consumer's name may be made public, and may be listed with a credit bureau;
 - (e) that the account may be handed over to a debt collector or attorney for collection;
 - (f) that proof of registration as an indigent consumer in terms of section 22 and any other documentation required by the Council must be furnished to the Council on or before the date for payment contemplated in paragraph (a);
 - (g) that an indigent consumer referred to in paragraph (f) is only entitled to benefits relating to municipal services as stipulated in the Council's policy relating to the supply of municipal services to indigent consumers; and
 - (h) that the consumer has an opportunity to make representations in writing on any matter referred to in a final demand notice within the period of 14 days contemplated in paragraph (a).

Action to secure payment

14. The Council may, in addition to the normal civil legal steps to secure payment of any arrears, take the following action to secure payment of such amount :
- (a) The termination or restriction of the provision of any municipal service in terms of section 15; and
 - (b) the allocation of the whole or a portion of a payment of an account, or the whole or a portion of a pre-payment for future accounts as contemplated in section 8(4)(a), as payment for arrear municipal service fees or rates, in terms of section 19.

Power to terminate or restrict provision of municipal services

15. (1) For the purposes of subsection (2), a final demand notice means a notice contemplated in sections 11(5)(b), 11(7), 12(6) and 13(1).

(2) Subject to the provisions of subsection (4), the Council may terminate or restrict the provision of water or electricity, or both, whichever service is relevant, in terms of the termination and restriction procedures prescribed or contained in any law, to any premises if the consumer in respect of the municipal service concerned –

- (a) fails to make full payment of arrears specified in a final demand notice sent to the consumer concerned, before or on the date for payment contemplated in sections 11(5)(b), 11(7), 12(6) or 13(1), whichever is applicable, and no circumstances have arisen which require the Council to send a further final demand notice to that consumer in terms of any of those sections, and the consumer –
 - (i) fails to enter into an agreement in terms of section 20, in respect of the arrears concerned before termination or restriction of the service concerned; or
 - (ii) fails to submit written proof of registration as an indigent consumer in terms of section 22, before such termination or restriction;
- (b) fails to pay any installment payable in terms of an agreement referred to in paragraph (a)(i) before or on the due date;
- (c) fails to comply with any condition or provision in respect of the supply of electricity or water, as the case may be, imposed by the Council;
- (d) obstructs the efficient provision of electricity or water to another consumer;
- (e) provides electricity or water to a consumer who is not entitled thereto or permits such provision to continue;
- (f) causes a situation relating to electricity or water which, in the opinion of the Council, is dangerous or constitutes a contravention of any applicable law, including the common law;
- (g) in any way reinstates the provision of a previously terminated or restricted electricity or water service;
- (h) is placed under provisional sequestration, provisional liquidation or judicial management, or commits an act of insolvency in terms of the Insolvency Act, 1936 (Act No. 24 of 1936) or is subject to an administration order granted in terms of section 74 of the Magistrates Court Act, 1944 (Act No. 32 of 1944), and fails to enter into a new service agreement within 14 days of the Council requiring such service agreement in terms of section 6.

(3) The Council may send a termination notice or a restriction notice to a consumer informing him or her –

- (a) that the provision of the municipal service concerned will be, or has been terminated or restricted on the date specified in such notice; and
 - (b) of the steps which can be taken to have the municipal service concerned reinstated.
- (4) Any action taken in terms of subsections (2) and (3) is subject to compliance with: –
- (a) sections 3 and 4 of the Water Services Act, 1997 (Act No. 108 of 1997), if the provision of water is involved;
 - (b) the relevant provisions of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), if the provision of electricity is involved;
 - (c) the relevant provisions of the Health Act, 1977, (Act No. 63 of 1977), and any regulations made in terms of that Act; and
 - (d) the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), in so far as it is applicable.

Reinstatement of municipal services

16. (1) The Council must reinstate full levels of provision of any electricity or water service terminated or restricted in terms of section 15 after –

- (a) and the full amount of arrears has been paid and will be switch on within 24 hours; or
- (b) an agreement for payment of the arrears contemplated in paragraph (a) has been entered into in terms of section 21; or
- (c) the full amount of arrears in respect of any agreement entered into in terms of section 20, and any increased deposit, have been paid, or any additional security required has been provided, and any other condition of the Policy that the Council may consider appropriate, has been complied with.

(2) Any reinstatement in terms of subsection (1) may only be done after an authorised official has issued a written certificate of authorisation to the effect that every applicable condition contemplated in subsection (1) has been complied with and that the municipal service concerned may be reinstated.

Interest

17. All arrears in respect of accounts for rates and municipal services bear interest at a rate prescribed.

Collection charges and other costs

18. All attorney and client costs, including collection charges and other cost may be levied against a consumer in respect of any action taken in terms of, or for the purposes of, these By-laws.

Full and final settlement of an amount

19. (1) The Council may appropriate monies received in respect of any debt contemplated in these By-laws at its sole discretion.

(2) If any amount due and payable to the Council in terms of these By-laws has not been paid in full, any lesser amount tendered to and accepted by any employee of the Council, does not constitute payment in full and final settlement of the outstanding amount, unless the lesser amount is accepted in full and final settlement in writing, under a power delegated or sub-delegated to such employee in terms of section 59 of the Act or by a service provider contemplated in paragraph (d) of the definition of "Council".

Agreements for the payment of arrears in installments

20. (1) A consumer with positive proof of identity or a consumer authorized, in writing, by such consumer, may, subject to the approval of the Council, enter into an agreement in the form prescribed, for the payment of any arrears in installments.

(2) The amount due and payable by a consumer in terms of an agreement contemplated in subsection (a), constitutes a consolidated debt and any payment made by a consumer of an amount less than the total amount due, must be allocated in reduction of the consolidated debt, unless the consumer otherwise instructs in writing.

(b) A sequence order of payment shall be allocated as follows:

- i. Interest
- ii. Attorney and client costs
- iii. Other collection charges
- iv. Rates and taxes
- v. Sanitation
- vi. Refuse
- vii. Water
- viii. Electricity

The above allocation is the prescribed order in which all payments will be allocated.

(3) A consumer may be required to arrange a debit order for the payment of arrears in respect of which an agreement, contemplated in subsection (1), has been entered into.

(4) Subject to the provisions of subsection (5), no agreement for the payment of arrears may allow for a period of payment of longer than 24 months.

(5) (a) The Council may allow a period of payment in excess of 24 months for the payment of arrears, but not exceeding a period of 60 months, if special circumstances which the consumer could not reasonably have prevented or avoided, prevail and which, in the opinion of the Council, warrants a longer period of payment.

(b) Documentary proof of any special circumstances as contemplated in paragraph (a), must be furnished by a consumer on request by the Council.

(6) The Council must, in exercising its discretion in terms of subsection (5), have regard to a consumer's

–

- (a) credit record;
 - (b) electricity and water consumption;
 - (c) ability to afford the proposed installments, taking into account the consumer's financial situation;
 - (d) level of service;
 - (e) previous breaches of agreements for the payment of arrears in installments; and
 - (f) any other relevant factor.
- (7) A copy of an agreement contemplated in subsection (1), must, on request, be furnished to the consumer concerned.
- (8) If a consumer fails to comply with an agreement contemplated in subsection (1), the total arrears, and payment of a higher deposit if required by the Council, will immediately become due and payable, and additional security, if so required, must be provided, without further notice.
- (9) If a consumer fails to comply with an agreement contemplated in subsection (1), entered into after receipt of a termination or restriction notice for water or electricity services, or both, as the case may be, the municipal service concerned may be terminated or restricted without further notice, in addition to any other action taken, or which may be taken, against the consumer concerned.
- (10) No consumer is permitted to enter into an agreement contemplated in subsection (1), if that consumer has failed to honour a previous agreement for the payment of arrears in installments, unless the Council otherwise decides.
- (11) Once an agreement contemplated in subsection (1), has been concluded, the amount in arrears will continue to bear interest until such time it is paid up to date.

Councillors and Staff arrears

1. Staff Accounts

Staff arrears will be dealt with in accordance with schedule 2 of the Local Government Systems Act, which stipulate it clearly that a staff member of the municipality may not be in arrears to the municipality for rates and services charges for a period longer than 3 (three) months, and the municipality may deduct any outstanding amounts from a staff member's salary after this period.

2. Councillors accounts

With regard to the schedule 1(one), item 12a of the Systems Act, a municipal councillor may not be more than 3 (three) months in arrears for municipal services, property rates or any other municipal taxes, levies and duties levied by the municipality. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the municipality will deduct any outstanding amount that particular councillors 3 (three) months period.

Dishonoured Cheques or Electronic Payment

21. If any payment is made to the Council by way of cheque or electronic transfer and such payment is dishonoured, the Council may levy costs and administration fees against the account of the defaulting consumer in terms of the Council tariffs list as determined from time to time by the municipality.

CHAPTER 4 INDIGENT CONSUMERS

Registration as Indigent Consumer

22. (1) A consumer who wishes to receive assistance in terms of the Council's policy for the provision of municipal services to indigent consumers, must make application for registration as an indigent consumer on the prescribed form at any of the Council's offices.

(2) An application in terms of subsection (1), must be considered by the Council which must adhere to the principles of transparency, equity, consistency, non-discrimination, accessibility, empathy, integrity, confidentiality and objectivity during the evaluation process.

(3) An consumer, contemplated in subsection (1), must, at the request of the Council, furnish any further information to enable the Council to arrive at a decision and the Council may, for the purpose of properly evaluating the application, conduct any investigation which it considers appropriate.

(4) An consumer must be informed that he or she will automatically be disqualified from receiving any assistance contemplated in subsection (1), and be liable to-

(a) refund the amount of any such assistance received from the Council, if the application or information contemplated in subsection (3), contains any false information; and

(b) prosecution if any false information as contemplated in paragraph (a) is furnished by the consumer.

(5) If the Council finds a consumer to be indigent, such consumer is entitled to assistance in terms of the policy referred to in subsection (1), and his or her consumer particulars must be recorded in a prescribed register of indigent consumers.

(6) The position of every indigent consumer so recorded, must be reviewed annually by an authorised official in accordance with the directives of the Council.

(7) A successful consumer must be informed in writing that he or she must immediately notify the Council when his or her indigent status has changed.

CHAPTER 5 MISCELLANEOUS

Council's right of access to premises

23. The Council may exercise its right of access to premises in terms of section 101 of the Act through the Accounting Officer or any authorised official or any duly appointed agent of the Council, authorised thereto in writing.

Preservation of rights consequent on non-compliance

24. The failure by the Council to render an account in terms of section 8(1), to send a final demand notice contemplated in section 15(1) or to comply with any other provision of these By-laws does not in any way affect the liability of any consumer to pay any amount due and payable to the Council as contemplated in these By-laws, nor the Council's right to recover such amount.

Transmission of documentation

25. Subject to the provisions of any law, if in terms of or for the purposes of these By-laws any written communication must or may be rendered, sent or delivered –

(a) by the Council to any consumer, such communication must be –

(i) delivered by hand to any of the Municipality's Administrative offices –

(aa) to that consumer's domicilium citandi et executandi, as stipulated in an agreement entered into in terms of section 3(1)(c) or 6(1) or 20(1); or

(bb) in the absence of such agreement, to that consumer's most recently recorded address; or

(cc) to the premises concerned in respect of which rates are levied or any municipal service is provided, whichever is relevant; or

- (ii) sent by a registered post to the address referred to in subparagraph (i)(aa) or (bb), whichever is applicable, or to the address of the premises contemplated in subparagraph (i)(cc).
- (b) by any consumer to the Council, such communication must be –
- (i) delivered by hand to any of the Municipality's Administrative offices or to –
- (aa) the Council's domicilium citandi et executandi, Prima facie as stipulated in the agreement contemplated in paragraph (a)(i)(aa); or
- (bb) another address, if the Council has in writing furnished such an address to the consumer concerned;
- or
- (ii) sent by registered post to the address referred to in subparagraph (i)(aa) or, in the circumstances contemplated in subparagraph (i)(bb), to the address contemplated in that subparagraph.

Prima facie evidence of documentation

26. For the purposes of the recovery of any amount due and payable to the Council in terms of these By-laws –
- (a) a copy of any relevant account ; and
- (b) an extract from the Council's records relating to the quantity of consumption or provision of any municipal service and the period of provision of such service, certified by an authorised official as being correct, constitute prima facie evidence of the information contained in such documents.

Repeal and amendments

27. Any by-laws relating to credit control and debt collection adopted by the Council or any municipality now comprising an administrative unit of the Council is repealed from the date of promulgation of these by-laws

Conflicting laws

28. If there is any conflict between a provision in these By-laws and a provision of any other by-law of the Council, the provisions of these By-laws prevail.

Short title

29. These By-laws are called the Credit Control and Debt Collection By-laws, 2014

- 29(a). Adopted by Ngwathe Local Municipality under item ____ on the 30 May 2014
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