Customer Care, Credit Control, Debt Collection, Indigent and Tampering Policy 2024/25

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1. INTRODUCTION

This policy is established in terms of Chapter 9 of the Municipal Systems Act (Act no.32 of 2000) and section 62(f) (iii) of the Municipal Finance Management Act (Act no. 56 of 2003) which requires that a Municipality establish and maintain a credit control and debt collection policy.

2. SCOPE OF THE POLICY

(a) This Policy applies to the Cederberg Municipality and all persons of this administration.

(b) This Policy as approved by Council, has been passed to give effect to the Municipal By-law in terms of the Local Government: Municipal Systems Act (Act no. 32 of 2000) and such Policy will be binding on the public, officials and Councillors of the Municipality of Cederberg and no interference in the process will be permitted.

(c) The Policy is applicable until such time as it is reviewed and Council approves the revisions. All acts performed in terms of the above approved Policy, and the existing Municipal By-law, will not be invalidated due to the timing differences between approval and promulgation.

(d) All acts performed as mentioned in the previous paragraph will be ratified with the promulgation of the related Municipal By-law.

3. OBJECTIVES OF THE POLICY

The objectives of this Policy are to:

(a) Define a framework within which the Municipality can exercise its executive and legislative authority with regard to credit control and debt collection and to develop an effective procedure to bill and collect its revenues;

(b) Ensure that all monies due and payable to the Municipality are collected in full and used to deliver municipal services in the best interest of the community, residents and ratepayers and in a financially sustainable manner as prescribed by the Municipal Systems Act, 2000 (Act No, 32 of 2000), and other applicable legislation;

(c) Ensure that the principles applied, as a result of this Policy, will enhance and support a healthy working capital position for the Cederberg Local Municipality;

(d) Provide a framework for consumer care and indigent support;

(e) Set realistic targets for credit control and debt collection;

(f) Enable the implementation of this Policy throughout the Cederberg Local Municipality;

(g) Effectively and efficiently deal with defaulters in accordance with the terms and conditions of this Policy; and

(h) Promote a culture of payment and instil a sense of responsibility towards the payment of Municipal accounts and reduction of Municipal debt.

4. PRINCIPLES

(a) The administrative integrity of the Municipality must be maintained at all times. The democratically elected Councillors are responsible for policy-making, while it is the responsibility of the Accounting Officer to ensure the execution of these policies.

(b) All customers must complete an official application form, formally requesting municipal services. Existing customers may be required to complete new application forms from time to time, as determined by the Accounting Officer. The most important rights and obligations of the consumer and the Municipality must be included in the service application form.

(c) A copy of the application form including conditions of services must be handed to every new customer on date of application for services. All customers must be informed of the contents of the Council's Customer Care, Credit Control, Debt Collection, Indigent and Tampering Policy and a copy made available to any customer on request.

(d) Billing is to be accurate, timeous and understandable.

(e) The customer is entitled to reasonable access to pay points and to a variety of reliable payment methods.

(f) The customer is entitled to an efficient, effective and reasonable response to appeals, and should suffer no disadvantage during the processing of a reasonable appeal.

(g) Enforcement of payment must be prompt, consistent and effective.

(h) Unauthorised consumption, connection and reconnection, the tampering with or theft of meters, service supply equipment and the reticulation network and any fraudulent activity in connection with the provision of Municipal services will lead to disconnections, penalties, loss of rights and criminal prosecutions.

(i) Incentives and disincentives may be used in collection procedures.

(j) The collection process must be cost effective.

(k) Results will be regularly and efficiently reported and monitored.

(l) There must be legal cause between the Municipality and its customer, and customer debt must arise out of a legal framework and must be legally collectable.

(m) Debtors may be referred to third party debt collection agencies and may be placed on the National Credit Bureau.

(n) Targets for performance in both customer service and debt collection will be set and pursued and remedies implemented for non-performance.

(o) Consumers that meet Council's indigent criteria must be identified and supported.

(p) The Municipality shall not conduct any business activity with or provide any services to any persons with arrear municipal accounts except as provided for in this Policy and as determined by the Municipality from time to time, nor will any refunds of credits be made to any debtor who is in arrears with their Municipal account.

5. 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.

"Account" means a notification by means of a statement of account to a ratepayer or customer who is liable for payment of any amount to the Municipality and any authorised service provider in respect of the following:

(a) electricity that is consumed by a consumer based on a meter reading or an estimated consumption and availability and basic fees and any service fee;

(b) water that is consumed by a consumer based on a meter reading or an estimated consumption or water availability fees and basic fees;

(c) refuse removal and disposal;

(d) sanitation / sewerage services and sanitation / sewerage availability fees and basic fees;

(e) rates;

(f) interest;

(g) disconnection and reconnection fees;

(h) collection charges, miscellaneous;

(i) sundry fees;
(j) default administration charges;
(k) housing, rentals and instalments

"Accounting Officer" means the person appointed by the Council as the Accounting Officer of the Municipality in terms of section 82 of the Local Government: Municipal Structures Act (Act No. 117 of 1998) and being the head of the administration and accounting officer in terms of section 60 of the Local Government: Municipal Systems Act 200 (Act No 32 of 2000). It will also include any person to whom the Accounting Officer has delegated a power, function or duty but only in respect of that delegated power, function or duty;

"Act" means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended from time to time;

"Actual consumption" means the measured consumption by a customer of a municipal service;

"Agreement" means a contractual relationship between the Municipality and a customer that arises, either as a result of the Municipality's approval of a written application for municipal services, including any subsequent variation that may be made to that agreement in conformity with this Policy, or that is deemed to be an agreement;

"Agricultural Property" Means a property that is used primarily for agricultural purposes but, without derogating from section 9, of the Municipal Property Rates Act (Act 6 of 2004) excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of the property for the purpose of eco-tourism or for the trading in or hunting of game;

"Applicable charges" means the rate (including assessment rates), charges, tariffs or subsidies determined by the Council;

"Area of supply" means any area within or partly within the area of jurisdiction of the Municipality to which a service is provided;

"Arrears" means any amount that is due, owing and payable by a customer in respect of a municipal service provided to such customer that has not been paid on or before the due date reflected on an account rendered in respect thereof; **"Arrangements"** means a written agreement or an acknowledgement of debt in terms of which a Municipality agrees to the payment over a period of time of a debt that is outstanding;

"Authorised agent" means

(a) any person authorized by the Council to perform any act, function or duty in terms of or to exercise any power under this Policy;

(b) any person to whom the Council has delegated responsibilities, duties or obligations in respect of the provision of revenue collection services; or

(c) any person appointed by the Council, in a written contract, as a service provider for the provision of revenue collection services or a municipal service to customers on its behalf, to the extent authorized by that contract;

"Average consumption" means the average consumption by a customer of a municipal service during a specific period, which consumption is calculated by dividing the total measured consumption of that service over that period, by the number of periods;

"Back yard dwellers" the portion of a building site behind a house, structure, where somebody lives or stay as a permanent resident;

"Billing" refers to the process of charging for services provided by issuing accounts;

"By-law" means a legislation that is made by a decision taken by the Council of the Municipality binding in the Municipality on the persons to whom it applies and is published in terms of the Municipal Systems Act;

"(CFO) Chief Financial Officer" means the official of the Municipality appointed by Council to administer its finances regardless of the designation or title attached to the post. He/she is responsible for the collection of moneys owed to the Municipality and/or any other staff member to whom he/she has delegated specific duties and responsibilities in terms of this Policy;

"Collection costs" means an amount that the Municipality can charge with regard to the enforcement of a consumer's monetary obligations;

"Commercial customer" means a customer other than a domestic customer and an indigent customer, including, but not limited to, a business or an industrial,

"Connection" means the point at which a customer gains access to municipal services;

"Consolidated" refers to the combining of all debt per property in order to establish the total obligation the debtor has to the Municipality;

"Consumer" means any occupier of a property to which the Municipality has agreed to supply services or already supplies services to, or when the occupier is not the responsible person, then the owner of the property;

"Continuous service" means the supply for consideration of a Municipal service with the intent that so long as the agreement to supply the service remains, the Municipality will make the service continuously available to be used by the consumer;

"Council" means the Council of the Local Municipality of Cederberg. A structure or person exercising delegated authority and power or carrying out an instruction in terms of these by-laws or a service provider fulfilling the responsibility under these by-laws;

"Credit control and debt collection" refers to the action/s required to safeguard revenue including disconnections, reconnections, normalizing installations and follow-up procedures and data integrity;

"Customer" means a person with whom the Municipality has concluded or is deemed to have concluded an agreement for the provision of a Municipal service;

"Default administration charges" means a charge that may be imposed by the Municipality to recover administration costs incurred as a result of a consumer's default;

"Defaulter" means a customer who owes money to the Municipality after the due date for payment has expired;

"Debt collection" refers to the debt recovery process and includes sanctions (warning, disconnection, adverse credit rating, legal process and/or eviction, etc.) to be applied in the event of non-payment of accounts;

"Disconnection" means interrupting the supply of water or electricity to a debtor as a consequence of ignoring a notice for payment;

"Domestic customer" means a customer who, primarily for residential purposes, occupies a dwelling, structure or premises;

"**Due date**" means the date on which an amount payable in respect of an account becomes due, owing and payable by a customer, which date shall be the last day of the month following the monthly debit raising;

"Effective disconnection" includes, inter alia, the physical removal of connections and/or equipment as a consequence of unauthorised reconnection (tampering and/or by-passing) of the disconnected service;

"Emergency situation" means a situation that would, if allowed to continue, pose a substantial risk, threat, impediment or danger to the present or future financial viability or sustainability of the Municipality or to a specific municipal service;

"Estimated consumption" means the consumption that a customer, whose consumption is not measured during a specific period, is deemed to have consumed and that is estimated by taking into account factors that are considered relevant by the Municipality and which may include the consumption of municipal services by the totality of the users of a service within the area where the service is rendered by the Municipality, at the appropriate level of service, for a specific time;

"**Equipment**" means a building or other structure, pipe, pump, wire, cable, meter, engine or any accessories;

“Financial year” means the period starting from 1 July of one year and ending 30 June of the next year;

“Household” means all occupants older than 18 years within the jurisdiction of the Council regardless whether the person rents or owns the property. The family unit is determined by the Municipality to be traditional by taking into account the number of persons in the unit, the relationship between the members of a household, their ages and any other factor that the Municipality considers to be relevant;

“Illegal connection” means a connection to any system through which a municipal service is provided and that is not authorized or approved by the Municipality;

“Indigent amount” refers to the applicable value of the indigent subsidy as determine by the Council of the Municipality from time to time;

“**Indigent household**” means a household that complies with the following conditions as stipulated in Section 10.3 of this policy

“Infrastructure” means the facilities, installations or devices required for the rendering of a municipal service or for the functioning of a community including but not limited to facilities, installation or devices relating to water, power, electricity, transport, sanitation, gas and waste disposal;

“Interest” means a charge levied on the principle debt of all arrear accounts, 60 days and older, calculated at a rate of 1% higher than the prime interest.

"**Multiple purposes**" in relation to a property, means the use of a property for more than one purpose, subject to section 9 of the Municipal Property Rates Act (Act 6 of 2004);

“Municipal consumer debt” refers to the non-payment or late payment by consumers of property rates and municipal services (water, electricity, sanitation, refuse removal) traffic fines and rental housing payments and includes any amounts considered as irrecoverable;

“Municipal Property Rates Act” means the Local Government: Municipal Property

Rates Act, (Act No. 6 of 2004);

"Municipality" means

(a) the Municipality of Cederberg, a local Municipality established in terms of paragraph 12 of the Local Government: Municipal Structures Act, (Act No. 117 of 1998) and its successors-in-title; or

(b) subject to the provisions of any other law and only if expressly or impliedly required or permitted by this Policy, the Accounting Officer or his/her delegated, in respect of the performance of any function, or the exercise of any duty, obligation, or right in terms thereof or any other law; or

(c) an authorized agent of the Municipality.

"Municipal services" for purposes of this Policy, means services provided by the Municipality, including refuse removal, water supply, sanitation, electricity services and rates either collectively or singularly;

"Non-residential" means all property other than those defined as residential.

"Occupier" means any person who resides on and/or occupies any premises to which municipal services are supplied;

"Office bearer" in relation to places of worship, means the primary person who officiates at services at that place of worship;

"Official residence" in relation to places of public worship means

(a) a portion of the property used for residential purposes; or

(b) one residential property, if the residential property is not located on the same property as the place of public worship, registered in the name of a religious community or registered in the name of a trust established for the sole benefit of a religious community and used as a place of residence for the office bearer.

"Owner" in relation to a property, means the person in whose name the property is registered in the Deeds Registry and such owner's successors;

"Payment" refers to any form of settlement acceptable to the Council of Cederberg

from time to time towards the balance on an account;

"**Person**" means;

(a) any natural person; or

(b) any legal entity or institution considered by law to have contractual capacity in its name and capacity to sue or be sued in a court of law, and includes but is not limited to –

(i) a private or public company established in terms of the Companies Act, 1973 (Act 61 of 1973), as amended from time to time;

(ii) a trust in terms of the Trust Property Control Act, 1988 (Act 57 of 1988);

(iii) the state or any of its organs as defined in section 239 of the Constitution of the Republic of South Africa, 1996;

(iv) a Co-operative registered in terms of the Co-operatives Act, 2005 (Act 14 of 2005);

(v) a community-based organisation or voluntary association or any other non-governmental organisation or voluntary association with legal competence;

(vi) governments of foreign countries and includes their Embassies occupying property within the Municipality's jurisdictional area;

(vii) a curator of an insolvent estate appointed in terms of the laws of South Africa;

(viii) an administrator of a deceased estate appointed in terms of the laws of South Africa; or

(ix) such other person or legal entity, as the case may be, recognised by law;

"**Place of public worship**" means property used primarily for the purposes of congregation, excluding a structure that is primarily used for educational instruction in which secular or religious education is the primary instructive medium; provided that the property is

(a) registered in the name of the religious community;

(b) registered in the name of a trust established for the sole benefit of a religious community; or

(c) subject to a land tenure right.

“Premises” means any erf, immovable property or property which is capable of receiving municipal services whether it is receiving such services or not and whether occupied or not

“Prescribed tariff or charge” means a charge prescribed by the Municipality;

“Principle debt” means a debt that is owed to the Municipality in respect of rates and services. It excludes interest, but includes collection charges, default administration charges, connection charges and any other charges;

"**Private Towns, Developments and/or complexes"** means properties where services such as water, electricity or sewerage networks and/or streets and open spaces has not been taken over by the municipality and a body corporate has been appointed by the individual owners to ensure sufficient levies are raised on the individual owners to cover these expenses;

“Property” in relation to public service infrastructure referred to in paragraph (d) of the definition of "**property**" means the organ of state that owns or controls that public service infrastructure as contemplated in the definition of "publicly controlled", provided that a person will, for the purposes of the By-law, be regarded by the Municipality as the owner of a property in the following cases:

(a) a trustee in the case of a property in a trust, excluding state trust land;
(b) an executor or administrator in the case of a property in a deceased estate;
(c) a trustee or liquidator in the case of a property in an insolvent estate or a property in liquidation;
(d) a judicial manager in the case of a property in the estate of a person under judicial management;
(e) a curator in the case of a property in the estate of a person under curatorship;
(f) a person in whose name a usufruct or other personal servitude is registered where the property is subject to a usufruct or other personal servitude;
(g) a lessee in the case of a property that is registered in the name of the Municipality and is leased by it;
(h) a buyer in the case of a property that was sold by the Municipality and of which possession was given to the buyer pending registration of ownership in the name of the buyer;

(i) in the case of property occupied by provincial or national government the relevant department of such government;

(j) in the case of property occupied by an embassy of a foreign country, then such embassy; or in the case of the Municipality being unable to establish the identity of such person, the person who is entitled to derive benefit from the property or any buildings thereon or his or her legally appointed representative.

"Public notice" means publication in the media including one or more of the following:

(a) publication of a notice, in at least two of the official languages in general use within the Province or area in question and, where possible, the notice shall be published in a newspaper appearing predominantly in the language utilised in the publication of the notice:
    (i) in any local newspaper or newspapers circulating in the area of supply of the Municipality;
    (ii) in the newspaper or newspapers circulating in the area of supply of the Municipality determined by the Council as a newspaper of record; or
    (iii) on the official website of the Municipality;
    (iv) by means of radio broadcasts covering the area of supply of the Municipality;

(b) displaying a notice in or at any premises, office, library or pay-point of either the Municipality or of its authorized agent and to which the public has reasonable access; and

(c) communication with customers through public meetings and ward committee meetings;

"**Public service purposes**" in relation to the use of a property means property owned and used by an organ of state as

(a) hospitals or clinics;

(b) schools, pre-schools, early childhood development centres or further education and training colleges:

(c) national and provincial libraries and archives;

(d) police stations;

(e) correctional facilities; or

(f) courts of law;

but excludes property contemplated in the definition of "public service infrastructure.

"Residential" means a property included in a valuation roll in terms of section 48 (2)(b) of the Act as residential in respect of which the primary use or permitted use is for residential purposes without derogating from section 9 of the Act.

"Residential Property" means a property included in a valuation roll in terms of section 48(2) (b) of the Local Government Municipal Property Rates Amendment Act 2014 {as residential:} in respect of which the primary use or permitted use is for residential purposes without derogating from section 9 of the Municipal Property Rates Act (Act 6 of 2004); and which includes the following

- used predominantly (60% or more) for residential purposes;
- a unit registered in terms of the Sectional Titles Act, 95 of 1986, used predominantly (60% or more) for residential purposes, and includes any unit in the same Sectional title scheme registered in the name of the same owner which is used together with the residential unit as if it were one property, for example a garage or domestic worker's quarters. (Any such grouping shall be regarded as one residential property for rate rebate or valuation reduction purposes and for clearance application purposes); or
- owned by a share block company and used predominantly (60% or more) for residential purposes but will be considered as one Residential property as set out in 5.1 of the Rates Policy;

"Service" means a municipal service rendered by the Municipality and includes the supply of electricity, water, sanitation and refuse removal;

"Subsidised service" means

(a) a municipal service which is provided to a customer at an applicable rate which is less than the cost of actually providing the service and includes services provided to customers at no cost;
(b) an area, as determined by the Council, within which all customers are provided with services from the same bulk supply connection; and
(c) the receipt, use or consumption of any municipal service which is not in terms of an agreement or authorised or approved by the Municipality;

"Sundry debt" refers to any debt other than for rates, housing, metered services, sanitation and refuse removal;

"Supply" means any metered supply of water or electricity;

"Tariff" means the levying of fees, rates or taxes for municipal services provided by the Municipality itself and that complies with the Municipal Systems Act, (Act no. 32 of 2000);

"Tampering" means the unauthorised interference with a service rendered by the Municipality, or to damage or make unauthorised changes to the equipment or property of the Municipality used in connection with the provision of Municipal services. Reconnection of a supply that has been disconnected for non-payment, the interference with the supply mains or bypassing of the metering equipment to obtain an un-metered service;

"Total household income or household income" refers to the total formal and informal gross income of all people living permanently or temporarily on the property on which the account is based; ~~and~~

"Unauthorised service" means the receipt, use or consumption of any municipal service which is not in terms of an agreement with or approved by the Municipality.

6. Legislative Framework

This policy is designed and implemented with the framework of the following legislation: This following framework also covers the duties and functions of council, executive mayor all councillors, accounting officer, municipal staff, communities, rates payers and residents.

- The Constitution of the RSA, 1996;
- The Municipal Systems Act, 2000 (Act 32 of 2000);
- The Municipal Finance Management Act, 2003 (Act 56 of 2003);
- The Promotion of Administration Justice Act, 2000 (Act 3 of 2000);
- The Promotion of Access to information Act, 2000 (Act 2 of 2000); and
- The Property Rates Act 2000 (Act 6 of 2004)

7. CUSTOMER CARE

7.1. Objective

To focus on the client's needs in a responsible and pro-active way, to enhance the payment for services and to create a positive and cooperative relationship between the persons responsible for the payment for services received, and the Municipality, and where applicable, any service provider.

In terms of Section 95 of the Local Government Municipal Systems Act 2000, in relation to the levying of rates and other taxes by a Municipality and the charging of fees for Municipal services, a Municipality must, within its financial and administrative capacity provide for:

7.2. Service Delivery

Establish a sound Customer Management System that aims to create a positive and reciprocal relationship between persons liable for these payments and the Municipality itself;

7.3. Communication

(a) establish mechanisms for users of services and ratepayers to provide feedback to the Municipality or other service provider regarding the quality of the services and the performance of the service provider;

(b) take reasonable steps to ensure that users of services are informed of the costs involved in service provision, the reasons for the payment of service fees, and the manner in which monies raised from the service are utilised;

(c) within its financial and administrative capacity, conduct an annual process of compiling and communicating its budget, which may include targets for credit control and debt collection;

(d) make available Council's Customer Care, Indigent, Credit Control, Debt Collection and Tampering Policy by general publication, on specific request, and which will also be available for perusal at the Municipality;

(e) endeavour to distribute a regular newsletter, which will give prominence to customer care (e.g. reporting of water leakages) and debt issues (e.g. blocking of pre-paid electricity metres, disconnection of services and arrangement processes)

(f) require ward councillors to hold regular ward meetings, at which Customer Care and Debt Collection issues will be given prominence;

(g) encourage the press to give prominence to Council's Customer Care, Credit control, Debt Collection Indigent and Tampering Policies.

7.4. Personal contact

Telephonic contact, agents calling on clients:

(a) the Municipality will endeavour, within the constraints of affordability and available capacity, to make personal, electronic or telephonic contact with certain arrear debtors to encourage their payment, and to inform them of their arrears state, their rights (if any) to conclude arrangements or to indigent subsidies, other related matters and will provide information on how and where to access such arrangements or subsidies;

(b) such contact is not a right for debtors to enjoy and disconnection of services and other collection proceedings may continue in the absence of such contact for whatever reason.

7.5. Metering

(a) The Municipality will, endeavour, within practical and financial limits, to provide meters to every paying consumer for all services;

(b) Where the consumption of services has to be measured, take reasonable steps to ensure that the consumption by individual users of services is measured through accurate and verifiable metering systems;

(c) All meters (excluding holiday houses) will be read monthly, if at all possible. If the meter is not read monthly the Council will estimate the consumption in terms of Council's operational procedures. Estimates may not be used for more than three consecutive months.

(d) Consumers are entitled to request verification of meter readings and accuracy within reason, and will be held liable for the cost thereof;

(e) Consumers will be informed of meter replacement;

(f) If a service is metered but it cannot be read due to financial and human resource constraints or circumstances out of the control of the Municipality or its authorised agent, and the consumer is charged for an estimated consumption, the account following the reading of the metered consumption must articulate the difference between the actual consumption and the average consumption, and the resulting credit or debit adjustments;

(g) If an electricity meter cannot be read due to no access for six consecutive months, the meter may be replaced with a pre-paid meter at the cost of the

owner;

(h) The occupier can give the readings (photo as proof of actual meter reading) via email but at least every six months a reading must be obtained by the meter reader;

(i) In the case of holiday houses, average consumption will be levied monthly. A true reading must be obtained by the meter reader at least once a year if possible;

(j) If no reading on a water meter can be obtained for more than six consecutive months, the meter may be replaced with a prepaid meter. at the cost of the owner/tenant.

(k) if the customer falls behind on the payment of their account and the municipality has to implement credit control for a period exceeding 3 months the municipality can replace the conventional meters with pre-paid meters.

7.6. Accounts and billing

(a) Consumers on the billing system will receive an understandable and accurate bill from the Municipality, which will consolidate all rates and service costs for that property;

(b) Accounts will be produced in accordance with the meter reading cycle and due dates will be linked to the statement date;

(c) Accounts will be rendered monthly in cycles of approximately 30 days at the address last recorded with the Municipality or its authorised agent;

(d) It is the consumer's responsibility to ensure that the postal address and other contact details are correct;

(e) It is the consumer's responsibility to make enquiries and ensure timeous payments in the event of accounts not received;

(f) Settlement or due dates will be as indicated on the statement;

(g) Where any payment is made to the Municipality or its authorized representative by negotiable instrument and it is later dishonoured by the bank, the Municipality or its authorized agent:

(h) may recover an admin fee as determined by Council relating to dishonoured negotiable instruments against the account of the consumer;

(ii) shall regard such an event as a default on payment;

(iii) may insist on cash payments for all future accounts.

(i) The Municipality or its authorised agent must, if administratively possible,

issue a duplicate account or any acceptable alternative to a consumer on request, at a cost determined by Council from time to time.

7.7. Payment facilities and methods

(a) The Municipality will operate and maintain suitable payment facilities, which facilities will be accessible to all users;

(b) The Municipality will, at its discretion allocate a payment between service debts. A consumer who has overdue debt, may not specify that the payment is for a specific portion of the account;

(c) The Municipality may in terms of Section 103 of the Systems Act, with the consent of a consumer, approach an employer to secure a debit or stop order arrangement;

(d) The consumer will acknowledge, in the consumer agreements that the use of consumer agents in the transmission of payments to the Municipality is at the risk of the consumer – also for the transfer time of the payment;

(e) Postal orders must be crossed and be made payable to Cederberg Municipality;

(f) Payments will always be appropriated to the oldest account (notwithstanding the kind of service), where after it will be appropriated in order of a predetermined priority as approved by the Municipality;

(g) Payments can be made:

(i) at Cederberg Municipal Offices from Mondays to Fridays (public holidays excluded) 07h30 to 15h30 (Satellite Offices) and Mondays to Thursdays 07h:30 to 15h30 and Fridays 07h30 to 14h00 Clainwilliam, Citrusdal, Lamberts Bay, Elands Bay and Graafwater

(ii) at any Post Office pay points as approved by Council. Please note that at least 48 hours should be allowed for processing of all third-party payments; However, payments made at a third party will be done at own risk. It also remains the responsibility of the person making the payment, to ensure that the receipt is correct;

(iii) by direct Bank – and/or electronic payments to the Municipal bank account using Cederberg Municipality as beneficiary. The Municipal account number must at all times be used as the reference number;

(iv) by way of an automatic debit order. These forms are available at any of the Municipal Offices.

7.8. Enquiries, appeals and service complaints

Within its administration and financial ability, the Municipality will establish:

(a) a general central complaints/feedback office;

(b) a general centralized complaints database to enhance co-ordination of complaints, their speedy resolution and effective communication with consumers;

(c) appropriate training for officials dealing with the public to enhance communications and service delivery; and

(d) a communication mechanism to give Council feedback on the application of the policies on customer care and management, credit control debt collection and other issues of concern;

(e) accessible mechanisms for those persons to query or verify accounts and metered consumptions, and appeal procedures which allow such persons to receive prompt redress for inaccurate accounts;

(f) mechanisms to monitor the response time and efficiency in complying with the above points.

7.8.1. Water leakages – Normal consumers

If the leakage is on the consumer's side of the meter, the consumer will be responsible for the payment of all water supplied to the property. The consumer has the responsibility to control and monitor his/her water consumption.

(a) A consumer may qualify for a reduction in levy as determined by Council on his/her account in the event of a water leakage, if:

(i) the leakage was underground or under the foundation of the building and not easily detectable and the consumer has not applied for discount on underground or under the foundation of the building water leakages within the previous 24 months; and

(ii) the leakage was repaired within 48 hours after detection / notification by the municipality; and

(iii) the consumer submits a sworn affidavit by him/herself

(v) an authentic certificate issued by a registered plumber must reach the Municipality within 10 days after completion of repairs done with respect to a water

leakage and must contain the following:

- the date of the invoice and repair work as well as the receipt; and
- confirmation that surface leakage was not visible; or.

(vi) If repairs were done by the consumer themselves, his / her sworn affidavit must reach the Municipality within 10 days after completion of repairs done with respect to a water leakage and must contain the following:

- the date of the invoice and repair work as well as the receipt and/or date stamped photos proving that the leak was underground and repaired by themselves; and
- that the reading has normalised; and
- confirmation that surface leakage was not visible.

(vii) Provision is also made for leaks caused by eg sprinkler irrigation, pool cracks and fissures, hot water cylinders, outdoor toilets, underground pipes, but if such a leak should occur the client must apply in writing for compensation and the municipality will after submission of necessary evidence consider only one application per household or business. The consumer has not applied for discount on leaks caused by eg sprinkler irrigation, pool cracks and fissures, hot water cylinders, outdoor toilets, underground pipes, within the previous 24 months . The consideration will be authorised by the Chief Financial Officer or Manager: Revenue if sufficient reason for consideration is provided.

(viii) If meter is damaged without your knowledge due to vandalism the case must be reported to the SAPD and case number must be provided to the municipality.

(b) Once the Accounting Officer declares that the Clanwilliam dam volume has dropped to below 30%, no water charges in respect of water losses because of leakages will be reduced;

(c) Water lost due to the meter being stolen, defective irrigation, broken geyser, leaking toilet or leaking tap cannot be considered for reduction;

(d) Council will only allow a reduction up to the difference between the levied amount of the leakage and the recalculated amount calculated as follows:

(i) The consumer's last 6 months' average consumption calculated on the normal tariff tears; plus

(ii) The usage above the average consumption calculated on the highest tariff tear of his/her average consumption.

(e) Any applications that do not comply with points in 7.8.1 (a) (iv) and 7.8.1 (a) (v) above, may be referred to a special water leakage committee for further consideration of possible reductions.

7.8.2. Leakages -Indigent consumers

If the leakage is on the indigent household consumer's side of the meter, the consumer will be responsible for the payment of all water supplied to the property. The indigent household consumer has the responsibility to control and monitor his/her water consumption.

(a) An indigent household consumer may qualify for a reduction as determined by Council on his/her account in the event of a water leakage, if:

(i) The indigent household consumer submits a sworn affidavit by him/herself confirming the leakage was reported and repaired and that the reading has normalised;

(ii) The indigent household consumer has not applied for discount on water leakages within the previous 12 months.

(b) Council will only allow a reduction up to the difference between the levied amount of the leakage and the recalculated amount calculated as follows:

(i) The consumer's last 6 months' average consumption calculated on the normal tariff tears; plus

(ii) The usage above the average consumption calculated on

the highest tariff tear of his/her average consumption.

(c) Provision is also made for leaks caused by eg sprinkler irrigation, pool cracks and fissures, hot water cylinders, outdoor toilets, underground pipes, but if such a leak should occur the client must apply in writing for compensation and the municipality will after submission of necessary evidence consider only one application per household or business within a period of twelve months. The consideration will be authorised by the Chief Financial Officer if sufficient reason for consideration is provided.

7.9. Clients in correctional care or clients who were imprisoned

(a) Must obtain a letter from correctional services, which indicates the date of release;

(b) If a lodger occupies the dwelling while the owner is imprisoned, such lodger should accept responsibility for the account;

(c) If no tenant is occupying the dwelling the services should be restricted until the owner is released from prison;

7.10. Temporary suspension of actions for special reasons

The written approval of the Chief Financial Officer (CFO) or his/her delegate to temporary suspend actions must at all times be obtained for special reasons. If the suspension of actions in terms of this Policy exceeds 3 months, it must be reported to Council.

7.11. Restricted water

(a) If a person is in arrears and his/her water has been restricted, such person should negotiate a settlement agreement to redeem the debts;

(b) The water restriction however cannot be restored until the arrear debt is paid in full ;(unless payment arrangements are in place)

(c) Once the account has been paid in full, the water flow can be restored.

7.12. Process regarding disabled persons or persons who are linked to a respirator or life supporting machine

(a) All collection actions can be suspended where needed with the Chief

Financial Officer or his/her delegated officials' consent;

(b) A medical certificate to confirm the client's health condition must be obtained at regular intervals to qualify for this support;

7.13. Inheritor of an insolvent estate

Where the inheritor of a property, with no/or an insolvent estate, the outstanding debt can be written off by Council in order for clearance to be given and the property to be transferred.

7.14. Intestate Estate

All existing intestate estates' outstanding debt to date of the owners' death must be consolidated with the outstanding debt until the end of the financial year. The outstanding debt can be written off by Council. The current consumer must complete an application for services form at the municipal offices in his / her name with the provision of the death certificate of the owner in order for the debt to be written off.

7.15. Property Rates rebates

Subject to certain criteria the Municipal Council may grant rate rebates annually to certain categories of ratepayers in accordance to the Municipality's Rates Policy and By-law.

The following properties will be excluded from the payment of rates:-
Properties of which the municipality itself is the owner:-
First 30% of the market value of public service infrastructure in terms of section 17(1)(a) of the Act-

rights registered against immovable property in the name of a person:-

On property registered in the name of and used primarily as a place of public worship by a religious community, including the official residence registered in the name of that community, which is occupied by the office-bearer of that community who is, officiates at services at that place of worship in terms of section 17(1)(i) of the Act.

On the first R15, 000 of the market value of a property assigned in the valuation roll or supplementary valuation roll to a category determined as residential property or multiple used property provided that one or more component is used for residential purposes in terms of section 17(1)(h)

The additional valuation of domestic property (excluding accommodation establishments and vacant land) as follows:

a) To the amount of R85 000 as per council approved tariff for 2024/25 financial year. Domestic improved properties (excluding garages) valued at R100 000 and below are exempted from the payment of property rates.
b) Businesses including accommodation establishments will be rated at business rates tariff.

Properties registered or recognised as private nature reserves in terms of relevant legislation, which are not developed or used for commercial, business, agricultural or residential purposes in terms of section 17(1)(e) of the Act.

Rebates granted in terms of section 4 of the Property Rates Policy may be considered for the following categories of properties:

(a) Market value of residential property below a determined threshold.
(b) Retention and restoration of conservation worthy buildings
(c) Heritage areas

Over and above the determinations contemplated in section 17(1)(h) of the Act owners of property who depend on pensions or social grants for their livelihood may qualify for a rebate as determined by Council's Indigent policy.

7.16. Arrangements for settlements

(a) If required, consumers with arrears must convert to a prepayment meter, and when implemented the cost of the conversion and the arrears total, will be paid off by:
    (i) adding the debt to the arrears bill and repaying it over the agreed period of 36 months and 48 months for exceptional

cases approved by the Chief Financial Officer; and/or

(ii) adding the debt as a surcharge of 40% per electricity pre-paid meter (auxiliary) to the pre-paid electricity cost, and repaying it with each purchase of electricity until the debt is settled;

(iii) installation of pre-paid meter is free of charge if a person is indigent.

(b) Council reserves the right to increase the deposit requirement of debtors who seek arrangements;

(c) If an arrangement is not honoured the arrangement will be cancelled;

(d) All arrangements for settlements will be in accordance with the processes and guidelines approved by the Accounting Officer or Chief Financial Officer from time to time in pursuance of the credit control and debt collection targets set by Council.

7.17. Restriction of services

If the Accounting Officer, or his/her delegated authority, is of the opinion that the termination of services, in the case of a particular property in respect of which the account is in arrear, is not in the best interests of the community, specifically because of the potential endangerment of the life of any person, whether resident in or outside the property concerned, the Accounting Officer, or his/her delegated authority, may appropriately restrict rather than terminate the services in question.

7.18. Estate Account Collection

7.18.1. Estates with legal status

The accounts of debtors who are declared insolvent, or are under administration or deceased are dealt with according to normal legal practices by collection staff of the Municipality. Unsuccessful claims must be submitted to Council for approval to be written off.

7.18.2. Estates without formalised legal status

In numerous cases the head of a household has died without leaving a will indicating to whom ownership of the family residence is to be transferred upon the event of his or her death OR the

owner of the property has abandoned his or her family to fend for themselves. As these exceptions are not provided for in the normal legal practice, the following process will be followed in such cases:

The remaining family must report the situation to the Municipality's collection office, who will require the relevant documentation to be obtained by the family, i.e. a death certificate and an order of the local magistrate allocating right of ownership to a member of the surviving family in the case of a deceased estate OR an order of the local magistrate allocating right of ownership to a member of the abandoned family.

In all of these cases, extension for the payment of the arrears (arrangements to pay debt over a period of up to 24 months) as at the date of notification will be given by the debt collectors of the Finance Department. Disconnected electricity will also be reconnected and the remaining family will be expected to pay all amounts levied on monthly current accounts in excess of the amount of the extension until such time as the matter has been finalised. This will prevent any further service restrictions or collection actions at the residence while the family are legalising ownership of the property.

As soon as ownership has been officially allocated by the magistrate, the documents concerned must be presented to the Municipality's debt collection office, which will then change the name of the account to that of the new owner. They will also instruct the new owner to make an arrangement for the payment of the arrears to prevent credit control and collection action by the Municipality. Alternatively, if the family qualifies to be registered for assistance in terms of the Municipality's Indigent Policy, they must apply for it. After registration, their arrears can be dealt with in terms of the Policy. Child headed families, where the parents are deceased and there are only unemployed minor children living in the dwelling, may qualify for the debt being written off.

If property was registered in the name of more than one person the write-off will be one in the ratio 1:total numbers of owners.

A reduced burial fee, as determined by Council is charged for an indigent grave.

Unsuccessful claims must be submitted to Council for approval to be written off.

In the event where the applicant is a tenant, the application must be accompanied by a copy of the rental agreement;

7.19. Building Improvements

7.19.1. Any owner of a property who submits a building plan for approval must submit his/her municipal account as a supporting document.

7.19.2. If the municipal account is in arrears the debt must be settled before the commencement of building plan approval or 50% must be paid and an arrangement should be made to pay the remaining amount within 12 months.

7.19.3. No person shall without the prior approval in writing of the local authority, erect any building in respect of which plans and specifications are to be drawn and submitted in terms of the National Building Regulations and Building Standards Act 103 of 1997.

8. CREDIT CONTROL

Specific objectives

To implement procedures that will restrict the unauthorised use of Municipal services, escalation of debt and limit the Municipality's risks.

8.1. Application for Municipal Services

(a) All consumers of services will be required to sign an agreement governing the supply and cost of Municipal services.

(b) The process must occur at least seven days prior to taking occupation of

the premises, so that the Municipality can ensure that a meter reading is taken on the appropriate day and that the services are available when occupation is taken. Failure to adhere to the timeframe may result in customers not having the services available when occupation is taken;

(c) Applicants for municipal services may be checked for creditworthiness including banking details and information from credit bureaus, other local authorities, trade creditors and employers. This will require the provision of, an Identity Document, binding lease agreement, title deed and other supporting documents as required by Council from time to time;

(d) An applicant must provide all the information and documentation which the Municipality requires;

(e) If an applicant for Municipal service is an existing customer of the Municipality in respect of any other municipal service and such customer has an outstanding amount that is due and payable to the Municipality:

(i) the arrears must be paid on this property or any other property within the municipal boundaries; or

(ii) an agreement for payment of arrears must be concluded with the Municipality before an application for services can be approved.

(f) If a consumer fails or refuses to sign a new service agreement or pay the deposit, the Municipality may discontinue services until the necessary agreement has been signed and/or deposit been paid;

(g) The Municipality will render the first account after the first meter reading cycle to be billed following the date of signing the service agreement;

(h) Consumers who illegally consume services without this agreement will be subject to punitive action.

8.2. Termination of Services

(a) It is the responsibility of the consumer to notify the Municipality when municipal services are no longer required due to the sale of the property or other reasons;

(b) Failure to comply with the provision of paragraph (a) above renders the consumer liable for all service charges and interest thereon accumulated from the date when the premises are vacated to the date when Council becomes aware of such vacation;

(c) A customer shall remain liable for all arrears and applicable charges that are payable for Municipal services rendered prior to the termination of an

agreement.

(d) An owner may request for the disconnection of services where the meters are on his name, under the following conditions:

- The meter must be removed from the property by our Technical Department;
- Availability will be charged;
- Normal new connection fees and procedures will be applicable for reconnection.

8.3. Payment of a Deposit

(a) Every consumer must, on application for the provision of Municipal services pay a deposit to the Municipality, prior to the provision of any Municipal services. A minimum deposit will be payable equal to the amount determined by Council from time to time;

(b) The Council may require a consumer to whom services are provided and who was not previously required to pay a deposit, for whatever reason, to pay a deposit on request, within a specified period;

(c) The Council may from time to time review the sum of money deposited by a consumer in terms of this section and, in accordance with such review require that an additional amount be deposited by the consumer. The deposit will also be reviewed where any change in service connection is done. This adjustment will be in line with the amount determined by council for that specific financial year;

(d) The Municipality shall give the owner or occupier of the premises, where Municipal services are rendered reasonable notice of any increase of the deposit;

(e) An amount deposited with the Municipality in terms of this paragraph shall not be regarded as being in payment or part payment of an account due for services rendered except in the case of a final account where the final amount will first be cleared before the remaining portion of the deposit can be paid back;

(f) No interest shall be payable by the Municipality on the amount of a deposit held by it in terms of this paragraph;

(g) An agreement for the provision of services may contain a condition that a deposit shall be forfeited to the Municipality or its authorised agent if it has not been claimed within twelve months of the termination of the agreement;

(h) The Municipality will not accept a bank guarantee as a deposit;

(i) Only on the termination of the agreement the amount of the deposit, less any outstanding amount due to the Municipality, will be refunded to the consumer or transferred to any other outstanding account of the client;

(j) For any changes to a connection type, the deposit will be adjusted in accordance with the approved tariff list.

(k) In case of lowering of amps or supply, the deposit will not be adjusted on the municipal account.

(l) Any inactive deposit that is correctly recognised in the financial statements as payable and has not been claimed back within a period of three years after the service has been delivered completed or finalised, will be forfeited.

(i) The only exception to this is when a block booking has been made and the deposit is carried over for the next booking. This is only applicable within a financial year. The deposit must be repaid and revised at the beginning of a new financial year.

(ii) A request for repayment of an inactive deposit after the three-year period can be made after which the CFO will consider each case on its own merit.

(m) Commercial, Business and Industrial:

(i) deposits for businesses will be levied according to twice the highest bill during the previous 12 months for similar businesses or the deposit as specified in the tariff list, whichever is the highest

(ii) New connections at new extensions of businesses will be as specified in the tariff list for the current financial year.

(n) Payment of a deposit is not applicable to properties where the property has been identified as an Indigent household.

(o) For any changes requested on the connection type the deposit will be adjusted accordingly and in accordance with the current approved tariff list. All outstanding debt on this premises or any other property of the consumer must be paid in full. The deposit will not be decreased with the lowering of amps or supply.

8.4. Recovery of Additional Costs

The Municipality may, in addition to any charge, tariff, levy or payment of any kind referred to in this Policy, recover from a customer any reasonable costs incurred by it in implementing this Policy, including all legal costs, including attorney and

client costs incurred in the recovery of arrears which shall be debited against such customer as arrears in his/her account.

8.5. Payment for Municipal Services Provided

(a) A customer shall be responsible for the payment of all Municipal services accounts rendered to him/her from the commencement date of the agreement until the account has been paid in full and the Municipality shall be entitled to recover all payments due to it from the customer concerned;

(b) Payments will always be appropriated to the oldest account (notwithstanding the kind of service), where after it will be appropriated in order of a priority as determined by the Municipality;

(c) If a customer uses a Municipal service for a use other than that for which it is rendered by the Municipality in terms of an agreement and if he is charged an amount lower than the applicable prescribed charge, the Municipality may alter the amount so charged and recover from him/her the difference between the altered charge and the amount initially charged to him/her;

(d) Discontinuation of services and rendering of a final account will always be between two debit raisings. Thus, any request for discontinuation of services after the 01st of a month (or if on a weekend or public holiday the first working day thereafter) will only be finalised with the next debit raising of the following month and the basic charges for that period will be payable;

(e) The basic fee for water and/or electricity will only be levied on accounts with active meters or active tariffs. This is to ensure that the basic fee is not duplicated where one consumer vacates a property and a new consumer moves in. For example, if a final account is requested during a period as mentioned in (d) above, the meter will stay active until the following debit raising when the account will be finalised and transferred to the new consumer. Although the new consumer will be liable for the water usage from date of the final reading the basic fee will only be levied from the following debit raising when the meter becomes active on the new account;

(f) “Full and final settlement” of an amount: Where an account is not settled in full, any lesser amount tendered to and accepted by the Municipality shall not constitute a full and final settlement of such an account despite the fact that the payment was tendered in full and final settlement unless the Accounting Officer or his/her nominee or the manager of the Municipality's

authorized agent expressly accepts such payment in writing as being in full and final settlement of the amount reflected on the relevant account;

(g) Responsibility for payment of amounts due and payable:

(i) Notwithstanding any other provision in this Policy, an owner of premises shall be liable for the payment of any amount that is due and payable to the Municipality by a customer who is a lessee or occupier of such premises to which municipal services have been provided, if the Municipality, after having taken reasonable steps to recover from such customer any amount due and payable by him/her, could not do so;

(ii) Paragraph (a) must not be construed as absolving the Municipality from its responsibility to collect outstanding amounts in respect of Municipal services provided to premises from the customer who has benefited from it.

(h) Dishonoured payments

(i) If the payee or the consumer is an existing consumer of Council, the reversal and penalty fee may be debited to an account of the drawer or beneficiary.

(ii) If the consumer who received value from the payment is not an existing debtor of Council, a sundry debtor account is opened and the debit and penalty is raised. Once the account is submitted and the debtor fails to honour the payment including the penalty within 14 days of receipt, a final demand is generated and submitted;

(iii) If the debtor who received value from the payment is an existing debtor of Council, the reversal and penalty fee may be debited to an account of the drawer or beneficiary and a letter of notification must be sent to the debtor. Such fee shall be deemed to be a tariff charge and shall be recovered from the debtor. Council reserves the right to institute legal action which may include criminal charges against the offender.

(i) The Council may, by resolution, approve incentive schemes to encourage prompt payment of charges for services rendered and to reward customers who pay their accounts regularly and on time;

(j) The aforementioned incentive schemes may include the conclusion of a written agreement with the employer of a customer in terms of which such employer undertakes to deduct outstanding rates and service charges or to

settle regular monthly accounts, through deductions from the relevant customer's salary or wages, in exchange for a monetary reward either by way of payment of a commission or the grant of a rebate on the charges owing by the employer concerned to the Municipality in respect of services rendered to such employer.

(k) Pay points and payment methods

(i) A customer must pay his account at pay points specified by the Municipality or by an approved agent of the Municipality;

(ii) The Municipality will inform customers of the location of specified pay-points and the identity of approved agents who may receive payments on its behalf in respect of services rendered to customers;

(iii) Subparagraphs (i) and (ii) must not be construed as prohibiting a customer from paying amounts due to the Municipality or its authorized agent by means of electronic payment methods provided that the date of receipt of a payment shall be the date such payment appears on or is reflected in the banking account of the Municipality.

8.6. Payment of Interest

Except where expressly provided to the contrary in this Policy, the Municipality will levy interest on principal debt of all arrear accounts at a rate of prime plus 1%, except those clients whom have entered into a payment arrangement as per the policy.

(a) Interest on arrear debt shall be calculated for each month, from 60 days and older, for which such payment remains unpaid and part of the month shall be deemed to be a month;

(b) The interest that is payable cannot exceed the capital amount that is owed by the consumer.

8.7. Accounts and Billing

(a) The Municipality shall provide every person liable to pay for Municipal services assessments rates and taxes with an account in respect of every property for which that person is liable and all services rendered in respect of that property at the address last recorded with the Municipality;

(b) Failure by the Municipality to render an account does not relieve a consumer of the obligation to pay any amount due and payable. The onus shall be on the consumer to obtain a copy of the account before the due

date;

(c) If no account has been received before the 10th of a month, a copy should be obtained from the Municipality. The account must at all times be produced when payments are done or enquiries are made. The request of copies of monthly accounts for a whole financial year, will be charge at the prescribed tariffs;

(d) An account rendered by the Municipality for services provided to a consumer shall be paid not later than the last date for payment specified in such account. (e) Accounts will be rendered on a monthly basis in cycles of 30 days and shall be payable on the due date as indicated on the account;

(e) Payments shall be deemed to be late unless received on or before the due date as determined by the Municipality. Electronic payments and payments made through agents must be received in a Municipal bank account by the close of business on the due date;

(f) The Municipality may consolidate any separate accounts for the municipality will:

  (i) consolidate any separate accounts of a person(s) or entity liable for payments to the municipality;

  (ii) Credit a payment by such a person against any account of that person; and

  (iii) Implement any of the debt collection and credit control measures provided for in this Policy in relation to any arrears on any of the accounts of such a person.

  (iv) Section (i to iii) above does not apply where there is a dispute between the municipality and a person referred to in that subsection concerning any specific amount claimed by the municipality from that person.

(g) Accounts must contain at least the following;

  (i) the consumption or estimated consumption of water and electricity

  (ii) rates and services; and

  (iii) interest and arrears.

(h) Accounts may be accompanied by a notice stating that –

  (i) legal action may be instituted against any consumer for the recovery of any arrear amount in terms of the Policy contained herein;

(ii) the defaulting consumer's name may be listed with a credit bureau or any other equivalent body as a defaulter;

(iii) the account may be handed over to a debt collector for collection;

8.8. Disputes, Queries and Complaints

(a) In this section "Dispute" refers to when a consumer questions the correctness of any account rendered by the Municipality to such consumer and the consumer lodges an appeal with the Council in accordance with this section. A consumer may lodge a query or a complaint in respect of any amount that is due and payable by him/her before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter;

(b) In order for a dispute to be registered with the Municipality, the following procedures must be followed:

By the Consumer:

(i) The consumer must submit the dispute in writing to the Accounting Officer of the Municipality before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter;

(ii) It must clearly state that it is a dispute;

(iii) No dispute will be registered verbally whether in person or over the telephone;

(iv) The consumer must furnish his full personal particulars including the account number, direct contact telephone number, fax, e-mail addresses and any other relevant information as may be required by the Municipality;

(v) The full nature of the dispute must be described in the correspondence referred to above;

(vi) The onus will be on the consumer to ensure that he receives a written acknowledgement of receipt of the dispute from the Municipality;

(vii) In the interim the debtor must pay 30% of the outstanding amount for service in dispute and full amount for all other services until the matter is resolved.

By the Council:

On receipt of the query or dispute, the following actions are to be taken:

(i) All incoming queries or disputes must be registered on the complaints

register and resolved within 7 working days.via e-mail, telephonically or by normal mail depending on the contact details available;

(ii) If the client is not satisfied with the reply or the corrective actions regarding the query and a formal written dispute is received, the authorised official must ensure that the dispute is taken to the Chief Financial Officer for a final decision;

(iii) A written acknowledgement of receipt of the queries and dispute must be provided to the consumer within 5 working days;

(iv) The Municipality should not institute enforcement proceedings against the consumer for an amount or an account entry that is in dispute until it has resolved the dispute;

(v) All investigations regarding disputed amounts must be concluded by Council's Chief Financial Officer or his/her delegate within two (2) months from receipt thereof;

(vi) The consumer shall be advised in writing of the findings.

8.9. Appeals against Findings

(a) A consumer may, in writing, appeal against a finding of the Municipality;

(b) An appeal shall be in writing and shall clearly state that it is an appeal, set out the reasons for the appeal and be lodged with the Accounting Officer within 21 days from the date the consumer was advised of the findings of the dispute investigation;

(c) The Council may, in its sole discretion, condone the late lodging of an appeal or other procedural irregularity;

(d) If the consumer is not satisfied with the outcome of the appeal, he/she may, under protest, pay the amount in dispute and redress his/her action in a court of law.

8.10. Agreement for the Payment of Arrears in Instalments

(a) The offer by the consumer to payment arrangements for arrear amounts plus accrued interest thereon shall be embodied in a written agreement signed by the parties. The aforesaid agreement shall include an acknowledgement of debt signed by the consumer and a copy of the agreement shall be made available to the consumer.

(b) The Municipality may, on an individual basis, allow a longer period than thirty six months for the payment of arrears if special circumstances prevail

that, in the opinion of the Chief Financial Officer, warrants such an extension and which the consumer reasonably could not prevent or avoid. Documentary proof of any special circumstances must be furnished by the consumer on request by the Municipality;

(c) In concluding an agreement with a consumer, the arrangement criteria referred to in other sections of this policy shall be applied and, as far as possible, be incorporated into the agreement referred to in this Section;

(d) The Municipality may, in exercising its discretion have regard to a consumer's–

(i) credit record;

(ii) consumption;

iii) level of service;

(iv) previous breaches of agreements for the payment of arrears in instalments; and

(v) any other relevant factors.

(e) Should a consumer fail to comply with an agreement for the payment of arrears in instalments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, costs incurred in taking relevant action, and penalties, including payment of a higher deposit, will immediately be due and payable, without further notice or correspondence;

(f) A consumer may, in the sole discretion of the Head: Income, be allowed to enter into a new agreement for the payment of arrears in instalments where that consumer has failed to honour a previous agreement for the payment of arrears in instalments, entered into after the receipt of a discontinuation notice. In the event of such further agreement been permitted, then the arrangements mentioned in 9.4(f) below shall be applied to such consumer on the basis of primary arrangements;

(g) Where a body corporate is responsible for the payment of any arrear amount to the Municipality in respect of a sectional title development, other development, private town or complex the liability of the body corporate shall be extended to the members thereof, jointly and severally and the agreement shall reflect this status accordingly;

(h) A copy of the agreement will, on request, be made available to the consumer.

(i) If water is already restricted, the restriction cannot be restored until the arrear debt is paid.

8.11. Unauthorised Reconnection of Water/Electricity Supply Tampering

(a) The unauthorised reconnection of, or tampering with a service supply is prohibited and shall constitute a criminal offence that will result in legal action being taken against the person responsible for such unauthorised reconnection or tampering. Where this happens, the service reconnected without authorisation or tampered with will be effectively disconnected;

(b) The full amount of arrears plus any unauthorised consumption, and any applicable reconnection tariffs, interest and increased deposit will be payable prior to reconnection. Should exceptional circumstances exist, adequate payment arrangements may be permitted at the discretion of the Accounting Officer in consultation with the Chief Financial Officer.

(c) Tampering at indigent/subsidy household will be handled the same as with normal households and removed from the list of indigents.

8.12. Unoccupied Premises

(a) When a consumer terminates a services agreement and no new service agreement is entered into with the Municipality, the property shall be deemed to be unoccupied;

(b) Whenever water and/or electricity consumption is recorded at a property that is deemed to be unoccupied, an account will be raised and forwarded to the owner of the property for payment. A written notice in this regard will also be mailed to the owner.

8.13. Installation of Prepaid Meter

If required consumers with arrears must convert to a pre-payment meter, and the arrears total, will be paid off either by

(a) adding the debt to the arrears bill and repaying it over the agreed period; or

(b) adding the debt as a surcharge (auxiliary) to the pre-paid electricity cost, and repaying it with each purchase of electricity until the debt is liquidated;

(c) the first installation of pre-paid meter is free of charge for indigent and subsidised households; however, this is not applicable for more than one meter per property;

(d) the cost of the conversion must first be paid before the actual conversion can be done.

(e) Cancellation of prepaid electricity tokens with a value of R500 or more, must first be inspected before cancellation of the token.

8.14. Allocation of Prepaid Purchases to Arrears

The Municipality will use its pre-payment system to:

(a) link the provision of electricity by the Municipality to a "prepayment" system comprising, first prepaid kWh electricity; and

(b) raise and recover payments in respect of arrear municipal taxes and other municipal levies, tariffs and duties in respect of services such as water, refuse removal and sanitation via a percentage as determined by Council, of the value of units purchased for electricity allocated to any arrears;

(c) to enforce satisfactory arrangements with consumers in arrears by blocking the prepaid meter in order to prevent purchasing of electricity and also enforce the consumer to enter into a service agreement with council and pay the necessary fees as per the policy

(d) Pre-paid electricity tokens must be inserted into the meter within three months after the purchase date as the tokens can expire after three months and no refund or replacement of the tokens are allowed;

8.15. Right of Access

(a) An authorised representative of the Municipality must, at all reasonable hours, be given unrestricted access to the consumer’s premises in order to read, inspect, install or repair any meter, service or service connection for reticulation, or to disconnect, reconnect, stop or restrict the provision of any service;

(b) The owner will be responsible for all the cost associated with the relocation of a meter if satisfactory access is not possible.

8.16. Employer Deductions

The Council may, enter into a written agreement with any employer within the Council’s area of jurisdiction to deduct outstanding rates and service charges or to settle regular monthly accounts through deductions from salaries or wages of its employees.

8.17. Rates and Service Fees

(a) Rates (and other annual levies)

(i) Where rates and service availability fees on vacant erven and rates and basic fees on improved erven, are paid on a monthly basis or annually, such payment must be made before the due date for payment. Failing this, interest at the standard rate of prime +1%, will be levied on the outstanding amount, 60 days and older;

(ii) If an account is not paid by the due date as displayed on the account, a notice shall be issued showing the total amount owed to Council;

(iii) If an account is not settled or there is no response from the consumer to make acceptable arrangements to repay the debt, summons shall be issued and the legal process followed;

(iv) At any stage while the debt is outstanding, all reasonable steps shall be taken to ensure that the ultimate sanction of a sale-in-execution is avoided or taken only as a last resort. The Council, however, has total commitment to a sale-in execution should the consumer fail to make use of the alternatives provided for by the Council from time to time;

(v) All rate payers will be placed on the annually rates payment arrangement, but on application can be changed to a monthly rates payment.

(b) Monthly Rates;

(i) Interest will be charged on all overdue accounts, 60 days and older at at the standard rate of Prime + 1%;

(ii) The monthly amount payable for current annual rates will be calculated to allow the total balance of such amount to be paid in equal instalments by the end of that financial year.

(c) Rates Clearance Certificate:

With the sale of a property within the municipal jurisdiction the council shall withhold rates clearance certificate until all rates, services and sundry costs attached to the property is paid and an amount equal to four months rates and service charges will be collected in advance as part of the rates clearance process. The rates clearance remains valid for 60 days from the date of issuing.

(d) Persons and Businesses Who Tender to the Municipality

The Procurement Policy and Tender Conditions of the Municipality will include the following;

Reject any bid from a bidder if any Municipal rates and taxes or Municipal service charges owed by that bidder or any of its directors to the Municipality, or to any other Municipality or Municipal entity, are in arrears for more than three months, unless a suitable agreement has been made between the supplier and the municipality that the payments be recovered directly from the suppliers Invoice.

9. DEBT COLLECTION

Objective

To provide procedures and mechanisms to collect all the monies due and payable to Council arising out of the supply of services and any levies, in order to ensure financial sustainability and delivery of Municipal services in the interest of the community.

9.1. Disconnection / Restriction of Services

(a) Consumers who are in arrears with their Municipal account and who have not made arrangements with the Council will have their supply of electricity and water, and other Municipal services, suspended, restricted or disconnected;

(b) Council reserves the right to deny or restrict the sale of electricity to consumers who are in arrears with their rates or other Municipal charges.

9.2. Restoration of Services

Upon the liquidation of arrears, or the conclusion of an acceptable arrangements for term payment, the service will be reconnected as soon as conveniently possible.

9.3. Discretion: Negotiable Amounts

(a) Discretion in terms of the agreement amounts as per this Policy is delegated to the:

- Chief Financial Officer up to an amount of R50 000 and
- Accounting Officer up to an amount of R100 000 excluding interest, with the right to sub-delegate;
- All amounts above the threshold of R100 001 must be approved for write off, if any, by Council

(b) Officials with delegated powers may use discretion as a final tool by which

decisions can be made in accordance with this Policy;

(c) At all times, and at all levels, discretion will only be used so as to apply the principles embodied in the Policy and to ensure that some form of payment acceptable to Council is forthcoming from negotiations with the consumer;

9.4. Arrangements

Principles for Residential Debtors

(a) Notwithstanding that all debts should be treated the same, certain categories of debt may be subject to category specific repayment parameters;

(b) Current charges must be paid in full and cannot be negotiated;

(c) The consumer may be required to prove levels of income and must agree to a monthly payment towards arrears based on his ability to pay or based on his total liquidity if Council so requires;

(d) All negotiations with the consumer should strive to result in an agreement that is sustainable and is most beneficial to Council;

(e) Debtors, excluding housing debtors, who default on two occasions in respect of arrangements made, will be denied the privilege of making further arrangements and the full amount becomes due and payable;

(f) All arrangements should be subject to periodic review;

(g) All services may be disconnected or restricted and legal action will be taken against consumers as provided for in this Policy and/or such debt may be referred to third party debt collectors, for recovery.

9.5. Arrangement Criteria for Non-Indigent Residential Debtors

All consumers who are in arrears and apply to make arrangements to reschedule their debt will, be obliged to make the following minimum payment requirements at the time of entering into such arrangement:

- Current account, plus;
- An initial payment towards arrears with the minimum payment being 10% of the arrear amount;
- A monthly instalment which will liquidate the arrear amount plus accrued interest thereon within a maximum period of 36 months; and
- Debtors may enter into an agreement for a maximum period of 36 months. If the current account plus monthly instalment on the arrear amount is paid for

24 consecutive months, thereafter one third of the total outstanding debt may be written off. Approval for these write-offs will only be granted once per owner per erf / property.

- If consumers forfeit to adhere to the arrangement, services will be restricted.

9.6. Arrangement Criteria for Indigent Residential Debtors

All consumers who are in arrears and apply to make arrangements to reschedule their debt will, be obliged to make the following minimum payment requirements at the time of entering into such arrangement:

- Current Account excluding interest, and
- An agreement is entered for a maximum period of 48 months that the current account is paid for 12 consecutive months, thereafter one third of the total outstanding debt may be written off. If consumers forfeit to adhere to the arrangement, services will be restricted.

9.7. Arrangement Criteria for Non-Residential Debtors

All consumers who are in arrears and apply to make arrangements to reschedule their debt will, be obliged to make the following minimum payment requirements at the time of entering into such arrangement:

- Current Account, plus
- An initial payment towards arrears with the minimum payment being 10% of the arrear amount;
- And a monthly instalment which will liquidate the arrear amount plus accrued interest thereon within a period of 36 months.

9.8. Listing of Debtor with Credit Bureau

Where an account rendered to a consumer remains outstanding for more than 30 days

(a) the defaulting consumer's name may, at the option of the Municipality, be listed with a credit bureau or any other equivalent body as a defaulter; and

(b) may be handed over to a debt collector or an attorney for collection.

9.9. Termination, Limitation and Discontinuation of Services

(a) A consumer may terminate an agreement for the provision of services by giving to the Municipality not less than seven days' notice in writing of the

consumer's intention to do so;

(b) The Municipality may, after having given notice, terminate an agreement for services if a consumer has vacated the premises to which such agreement relates;

(c) The Municipality may, subject to the conditions contained in this Policy, limit or discontinue services provided in terms of this Policy–

(i) on failure by the consumer to pay the prescribed tariffs or charges on the date specified and after the final demand referred to in this Policy has been issued and there has been no response from the consumer;

(ii) on the failure of the consumer to comply with the provisions of any agreement entered into with the Municipality in terms of this Policy;

(iii) on failure by the consumer to comply with any other provisions of this Policy and after due notice has been given to the consumer;

(iv) if the agreement for the provision of services has been terminated and the Municipality has not received an application for subsequent services to the premises after a period of 30 days of such termination, transfer the services to the account of the owner. After 3 months, a deposit will be levied on the owners account;

(v) if the building on the premises to which services were provided has been demolished;

(vi) if the consumer has interfered with a limited or discontinued service; or

(vii) obstructs the efficient supply of electricity, water or any other Municipal services to another customer;

(viii) supplies such Municipal service to a consumer who is not entitled thereto or permits such service to continue;

(ix) causes a situation, which in the opinion of the Municipality is dangerous, or a contravention of relevant legislation;

(d) The deposit of any defaulter will be adjusted and brought into line with relevant policies of Council;

(e) The cost of the restriction or disconnection and the reconnection, will be payable as per the tariffs approved by Council; (f) The Municipality will not be liable for any damages or claims that may arise from the limitation or discontinuation of services provided in terms of this Section.

9.10. Services Not Reconnected or Reinstated

If services have been terminated or restricted in the case of a property in respect of which the account is in arrear, and the accountholder has not paid such arrears, including the interest raised on such account, or made an acceptable arrangement with the Accounting Officer for the payment of the arrear account, including the interest raised on such account, within a period of 28 (twenty eight) calendar days after the date of termination or restriction of the service(s) concerned, the Accounting Officer or the Municipality's Debt Collection Agent shall forthwith proceed with legal actions collection and such further action as is deemed necessary.

Such further action shall include if necessary, the sale in execution of such property to recover arrear property rates and service charges (if the accountholder is also the owner of the property). All legal expenses incurred by the Municipality shall be for the account of the defaulting accountholder.

9.11. Notices and Documentation

(a) An order, notice or other document issued by the Municipality in terms of this Policy shall be deemed to be duly authorised by the Council of the Municipality if signed by the Accounting Officer or by a duly authorised employee of the Council;

(b) Any notice or other document served on a person by a Municipality in terms of any other legislation is regarded as having been served by:

(i) delivering the notice to him/her personally or to his duly authorised agent; or

(ii) by delivering the notice at his residence or place of employment to a person apparently not less than sixteen years of age and apparently residing or employed there;

(iii) if he has nominated an address for legal purposes, by delivering the notice to such an address; or

(iv) if he has not nominated an address for legal purposes, delivering it to the address given by him/her in his application for the provision of water services, for the reception of an account for the provision of water services;

(v) sending it by pre-paid registered or certified post addressed to his last

known address;

(vi) in the case of a body corporate, by delivering it to the registered office or the business premises of such a body corporate;

(vii) if service cannot be effected in terms of the aforesaid subsections by affixing it to the principal door of entry to the premises, or displaying it on a conspicuous place.

(c) In the case where compliance with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice;

(d) Delivery of a copy of the document shall be deemed to be delivery of the original.

9.12. Legal Processes / Use of Attorneys / Use of Credit Bureaus

(a) The Accounting Officer may, when a debtor is in arrears for a period of more than 30 days, commence legal process against that debtor, which process could involve final demands, disconnections, restrictions, summonses, judgements, execution of loose assets, garnishee orders and as a last resort, sales in execution of property;

(b) The Accounting Officer will exercise strict control over this process, to ensure accuracy and legality within it, and will require regular reports on progress from outside parties, be they attorneys or any other collection agents appointed by Council;

(c) Council will establish procedures and codes of conduct where external service providers have been appointed to collect outstanding debtors;

(d) Emolument Attachment order, in the case of employed debtors, are preferred to sales in execution, but both are part of Council's system of debt collection procedures;

(e) All steps in the consumer care and credit control procedure will be recorded for Council's records and for the information of the debtor;

(f) Individual debtor accounts are protected and are not the subject of public information. However, Council may release debtor information to credit bureaus;

(g) Council may consider the cost effectiveness of the legal process, and will receive reports on relevant matters;

(h) Council may consider the use of agents as service providers and innovative debt collection methods and products. Cost effectiveness, the willingness of

agents to work under appropriate codes of conduct and the success of such agents and products will be part of the agreement Council might conclude with such agents or service providers; and will be closely monitored by Council;

10. INDIGENT, SENIOR CITIZENS AND PEOPLE WITH DISABILITY

10.1. The objectives of this policy is to;

(a) determine the criteria for qualification of indigent households;
(b) ensure that the criteria are applied correctly and fairly to all applicants;
(c) allow the Municipality or its authorised agent to conduct in local visits to the premises of applicants to verify the actual status of the household;
(d) allow the Municipality to maintain and publish the register of names and addresses of account holders receiving subsidies;
(e) ensure the provision of basic services to the community in a sustainable manner within the financial and administrative capacity of the Council; and
(f) ensure the provision of procedures and guidelines for the subsidisation of basic service charges to indigent households.

10.2. Principles of This Policy

(a) The administrative integrity of the Municipality must be maintained at all costs. The democratically elected Councillors are responsible for making the Policy, while it is the responsibility of the Accounting Officer to ensure the execution of this Policy;
(b) All applicants qualifying for an indigent subsidy, must complete an official application form, which is to be submitted together with the supporting documents as specified in this Policy;

10.3. Criteria for Indigents

To qualify as an Indigent Income Household, a household must comply with the following criteria:

a) For an Indigent subsidy the verified gross household monthly income, may not exceed the sum of three times the amount of state funded social grant; excluding child support and foster care

grant.

b) The registered indigent must be the full-time occupant of the property concerned.

c) Owners may only qualify for one property/household.

10.4. Application for Indigent Income Households

The account holder must apply in person at all Municipal Finance offices of the Municipality on the prescribed application form. The following items must accompany the application:

(a) The latest municipal account of the household;

(b) Certified copy of identity document(s) of all residents of the household older than 18.

(c) Proof of income (approval letter of pension/disability from SASSA or certified copy of payslip or latest 3 months bank statements) or sworn affidavit of the total household income;

(d) Sworn affidavit if unemployed.

10.5. Consequence of a false sworn affidavit

If a sworn affidavit is false, the following will happen;

(a) The indigent benefit will be cancelled;

(b) All previous discounts for the current financial book year will be reversed

(c) Local Audit (Verification) of Indigent household Income.

The Municipality reserves the right to send officials and/or representatives of the Municipality to the property/household or site of the applicant(s) at any reasonable time, with the aim of carrying out a local verification of the accuracy of the information provided by the applicant(s)

The Municipality also reserves the right to contact employers in Cederberg to verify whether a person applying for subsidy is employed by them.

10.6. Subsidy

(a) Indigent subsidies will be funded from the equitable share contribution made from the national government's fiscal policy and as provided for in the municipal budget;

(b) Subsidised services may include water, electricity, sanitation, refuse

removal and assessment rates or any other sundry levies;

(c) If a consumer's consumption or use of the municipal service is less than the subsidised service, the unused portion will not be accrued by the consumer and will not entitle the consumer to cash or a rebate in respect of the unused portion;

(d) All consumers who qualify for a subsidy must agree to the installation of a prepaid electricity and water meter and will, if in arrears, be placed on restricted service levels in order to limit further escalation of debt. Installation of a pre-paid meter is free of charge for indigent and subsidised households;

(e) Where a qualifying consumer's account is paid in full at the date of application, or regularly maintains a paid-up account after receiving the subsidy, the restriction on service levels will be waived. If the account is cleared due to the arrear debts being written off, the restriction on service levels can only be waived after usages normalised and during which the account was paid in full every month;

(f) Where the household qualifies for the subsidy but is not the owner or account holder of the property and the owner cannot be traced, a tenant account can be opened for the occupier. A deposit must be paid as stipulated in the tariff policy.

(g) A subsidised consumer must immediately request deregistration by the Municipality or its authorized agent if his/her circumstances have changed to the extent that he/she no longer meet the criteria;

(h) A subsidised consumer may at any time request deregistration;

(i) A list of subsidised consumers will be maintained and audited on a regular basis and the info may be supplied to the general public.

10.7. <u>Rates and Services subsidies per Category:</u>

10.7.1. Indigent Income Households

(a) Water -6 kl free and no basic charges per month

(b) Electricity -50 kWh and no basic charges per month

(c) Refuse removal – No standard levy. Fully subsidised removal.

(d) Sewerage – No standard levy. Fully subsidised removal (septic tank)

(e) Property Rates – property rates on the valuation in terms of the council approved property rates policy.

Other subsidies-at Indigent

Water Leakages where water leakages occur at indigent or pensioner's households, such leakages must be reported in accordance with the water meter replacement policy, after which the remaining debt may be written off and recovered from the equitable share grant, on condition that a water restrictor meter was installed.

(a) Fire Brigade Fees

(i) All fire brigade fees may be written off that was levied on indigent income households and pensioner's households.

(ii) In cases where the client is an indigent valuation household or pensioner household, an audit must be performed to determine whether the client would have qualified as an indigent income household or pensioner household, before the debt will be presented to Council for write off.

(b) Blocked Drains and Sewerage

(i) All fees relating to blocked drains and sewerage may be written off that was levied on indigent income households and pensioner households.

(ii) In cases where the client is an indigent valuation household or pensioner household, an audit must be done to determine whether the client would have qualified as an indigent income household or pensioner household, before the debt will be presented to Council for write off.

10.8. Additional subsidy categories

(a) Subject to the extent of the equitable share contribution received and affordability levels Council may provide, free of charge to consumers, certain basic levels of water and electricity;

(b) Further rebates may be provided as determined from time to time in Council's Policies and By-laws;

(c) The Council adopt the Indigent Management Policy which shall provide for the

procedures and guidelines for the provision of indigent benefits to indigent households in its Municipal area.

11. IRRECOVERABLE DEBT

The Municipal Council may, on recommendation from the Accounting Officer, or any duly delegated official, write off any debt or portion thereof, provided that the Municipal Council is satisfied that the debt or portion thereof is irrecoverable or that it will be in the best interest of the Municipality to accept part payment of the debt in full and final settlement.

The Chief Financial Officer may recommend to the Municipal Council that any outstanding debt or portion thereof be written off, if in his/her opinion it would be in the best interest of the Municipality, and that the writing off of the debt will not be contrary to the provisions of the Local Government: Municipal Finance Management Act, (Act No. 56 of 2003).
The Chief Financial Officer and Accounting Officer also have the right to authorise write off, of debt if the amount falls within their delegated power.

11.1. Debt Will Be Regarded as Irrecoverable If:

The Accounting Officer has ensured that all avenues were utilized to collect the arrear debt.

Circumstances whereby a Council may validate the termination of debt collection procedures as contemplated in section 109(2) of the Municipal Systems Act:

(a) All reasonable notifications and cost-effective measures to recover a specific outstanding amount have been exhausted; or
(b) If the amount to be recovered is too small to warrant further endeavours to collect it; or
(c) The cost to recover the debt does not warrant further action, i.e. to summons in another country; or
(d) Inactive accounts where all the necessary steps have been taken with no success and/or the debtor has no assets;
(e) The amount outstanding is the residue after payment of a dividend in the rand from an insolvent estate, sequestration, liquidation; or
(f) A deceased estate has no liquid assets to cover the outstanding amount; or

(g) It has been proven that the debt has prescribed; or

(h) The consumer is untraceable or cannot be identified so as to proceed with further action; or

(i) It is impossible to prove the debt outstanding; or

(j) The outstanding amount is due to an administrative error by Council;

(k) If the debtor qualifies as an indigent household and are receiving a subsidy;

(l) Clients in correctional care or clients who are imprisoned and there is no way of recovering the debt;

(m) Water leakages resulting in high water levies at registered indigent households.

(n) Fire brigade fees at registered indigent households;

(o) Blocked drains and sewerage at registered indigent households.

11.2. Criteria for the Determination of the Recoverability or Non-Recoverability of Debt

(a) All cases with the following classification "summons, judgment or execution" should be tested prior to the taking of action, with regard to the following:

(i) Asset's Survey. To undertake a home visit to make a survey of the type of house, its contents and other assets like vehicles registered in the name of the account holder

(ii) as well as the combined income of the household. The result of this survey will determine whether further action is to be taken;

(b) If the survey however reveals that the debt is still not recoverable after all necessary steps has been taken, it should be tabled together with the "write off compliance report" for consideration by Council to write off the debts.

12. INCENTIVES FOR PROMPT PAYMENT

a) The municipality may, to encourage payment, and to reward good payers consider, from time to time, incentives for the payment of accounts.

b) Such incentive schemes, if introduced, will be reflected in annual budgets as additional expenditure.

c) Incentive measures may be implemented as per Council resolution.

d) The CFO is fully delegated to approve 100% write off of interest charged on settlement of accounts, subject to 9.3. this excludes cases of rates clearance applications.

13. OFFENCES AND PENALTIES

(a) The Council acknowledges that, in terms of Section 119 of the Local Government: Municipal Systems Act of 2000 it is an offence for any person who

(i) fails to give the access required by a duly authorised representative of the Municipality in terms of this Policy as refers to in clause 8.17 above;

(ii) 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;

(iii) unlawfully uses or interference with municipal equipment or the consumption of services supplied to any customer;

(iv) tampers with or breaks any seal on a meter or on any equipment belonging to the Municipality, or causes a meter not to register properly the service used;

(v) 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

(vi) contravenes, or fails to comply with, a provision of this Policy, shall be guilty of an offence.

(b) When any of the above-mentioned offences is detected, a tamper fee will be payable. Services will only be reconnected once this fee and outstanding debt is paid.

(c) Council may decide on further prosecution through the court, where the court will determine further penalties or imprisonment.

14. TAMPER POLICY

14.1. Objective

(a) Section 97(1) (h) of the Act stipulates that a Municipality's Credit Control and Debt Collection Policy must provide for matters relating to unauthorised consumption of services, theft and damages;

(b) The objective of this Policy is to provide in this Policy an extension of Credit Control and Debt Collection Policy for the matters referred to in that

section.

14.2. Implementing Authority

The Accounting Officer must implement and enforce this Policy and any By-laws enacted to give effect to this Policy.

14.3. Unauthorised use of property of the Council

(a) No one may tamper with any Municipal equipment or property;

(b) An authorised officer must inspect the equipment and property of the Municipality when he or she suspects tampering;

(i) that any illegal connections were attached to such equipment or property; or

(ii) that any unauthorised consumption or use of services is taking place; or

(iii) any theft of such equipment or property; or

(iv) any damage to such equipment or property.

14.4. Municipality's right of access to premises

In terms of section 101 of the Act the occupier of premises in a Municipality must give an authorised officer access at all reasonable hours to the premises in order to read, inspect, repair; any meter or service connection for reticulation, or to stop or restrict the provision of any service.

14.5. Power to restrict or terminate supply of services

(a) Where the Municipality has suffered any loss or damage as a result of any act contemplated in paragraph 13.3 a penalty equal to the amount of damages or loss may be imposed on the occupier of the premises concerned;

(b) The occupier must be notified of the amount of damage or loss by means of a notice which is hand delivered, or sent per mail, to the latest recorded address of the occupier, and such notice must also stipulate the date on or before which such amount must be paid to the Municipality;

(c) The Council may in addition to the steps contemplated in paragraph (2) limit or discontinue the supply of water and electricity in terms of the prescribed disconnection procedures or discontinue any other service to any premises;

(d) The Council may hand deliver or send per mail to the latest recorded address of the consumer a discontinuation notice informing such consumer-

(i) that the provision of the service will be, or has been discontinued on the date stated on the discontinuation notice; and

(ii) of the steps which can be taken to have the service reconnected.

(e) The Council shall reconnect or restore full levels of supply of any of the restricted or discontinued Municipal services only after the full amount of the penalty, including the costs of such disconnection and reconnection, if any, have been paid in full, or any other relevant condition or conditions of the Council's Credit Control Policy as it may deem fit have been complied with.

(f) The right of the Council or any duty appointed agent to limit or discontinue water to any premises or customer, shall be subject to the provisions of sections 3 and 4 of the Water Service Act, (Act No. 108 of 1997).

14.6. Illegal reconnections and/or tampering

(a) The Accounting Officer shall, as soon as it comes to his/her attention that any terminated or restricted service has been irregularly reconnected or reinstated, instate one, some or all of the following enforcement actions;

(b) not reinstate such service(s) until the arrear account, including the interest raised on such amount, the charges for the notice sent in terms of paragraph 1 and the charges for both the original and subsequent reconnection or reinstatement of the service(s) and the revised deposit and penalty have been paid in full for normal meters and prepaid electricity meters;

(c) laying criminal charges with the police;

(d) cancel the contract;

(e) In the event of a second tampering of an electricity installation or where the meter has been damaged with the tampering, the meter will be removed, and only be replaced with a prepaid split meter, after the cost of the meter as well as the fine has been paid.

(f) All indigent households shall be visited by a person or firm delegated by Council on a regular basis to investigate tampering and illegal connection cases and or to inspect the status of meter’s connections and restrictions

and/or flow limiters.

15. COMMENCEMENT

In the event of an inconsistency between the English, Afrikaans or Xhosa text, the English text shall prevail.

This Policy will come into effect on 01 July 2024.

DOCUMENT AND VERSION CONTROL
Version: **Revision 3**
Date: **May 2024**

Summary: This document describes the Customer Care, Credit Control, Debt Collection, Indigent and Tapering Policy that will be applicable to the Cederberg Municipality, with effect from **01 July 2024.**