

**STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF ELECTRICITY and/or WATER TO A PREMISES**

1. The "Service Provider" hereinafter refers to the company, Prestige Metering Services (Pty) Ltd, duly registered in accordance with the laws of RSA, with details as set out on the utility account, including its successors in title or permitted assigns, with which the Consumer has an agreement for the supply of the utility services. This is an incidental agreement referring to Article 5 of the NCA, 34 of 2005.
2. The Service Provider undertakes to provide the Consumer with a monthly tax invoice on which a detailed account of charges appears.
3. The Service Provider agrees to provide the service subject to availability from, and at a rate as determined by the local Supply Authority, as amended from time to time in accordance with the National Energy Regulator of South Africa (NERSA).
4. The Service Provider operates according to the official by-laws of the Local Supply Authority.
5. The Service Provider supplies utility services under the incidental credit section of the NCA.
6. Prestige Metering Services (Pty) Ltd will accept the installed capacity to the Consumer's premises as the relevant supply size when determining the applicable tariff. It is therefore accepted that the installed supply size is contractually agreed upon between the Consumer and the Landlord.
7. The Consumer is liable for consumption charges on the premises, according to the meter readings, from the date when consumption commences, until the date of the final meter reading when the Consumer ceases to consume electricity and/or water at the premises. The reading of the electricity and/or water meter shall be proof of the consumption of the premises unless otherwise proved by the Consumer or Service Provider. Written notice must be given to the Service Provider, by the Consumer of his/her intention to vacate the premises 14 days in advance.
8. The Service Provider reserves the right to recover any additional costs from the Consumer as agreed between the Landlord and the Service Provider.
9. The Service Provider is not obliged to give prior notification to the Consumer regarding changes in tariff, charges, or rates, whether such charges are instituted by the Local Authority, the Landlord, or the Service Provider.
10. All payments to the Service Provider are due monthly on or before the due date as stipulated on your monthly utility invoice. The Consumer is responsible for using the correct reference number, as it appears on the monthly utility invoice when making payment.
11. Monthly utility invoices serve as notice for payment on the mentioned date. As such the Service Provider is not obliged to carry out additional procedures to request outstanding payments as the utility invoice already contains all the relevant information required.
12. In the event of a dispute on the Consumer's utility invoice, the Consumer is not entitled to defer payment until settlement of the dispute and must continue to settle the due charges in full while the matter is being investigated.
13. The Consumer is not allowed to withhold payments if and when the said Consumer has not received a utility invoice in any predetermined way. The Consumer remains responsible for informing the Service Provider of the non-receipt of a monthly utility invoice, and any updates with regard to new and/or additional contact information to ensure an accurate client profile. A Consumer is not indemnified from paying his/her account due to non-receipt of an account. The onus lies with the Consumer to ensure that his/her monthly account is paid by the due date.
14. The Service Provider is entitled to terminate supply to the premises, under either of the following conditions:
  - (a) Non-payment of the utility invoice on the due date
  - (b) Non-payment or short payment of the required risk deposit
15. The Service Provider will attempt to give the Consumer reasonable notice of impending severance/discontinuance of the service for whatever reason but reserves the right to discontinue services to Consumers who are in default of payments without such prior notice being given.
16. The Service Provider is entitled to charge such fees as may be determined from time to time by the Service Provider for the re-connection / continuance / re-commission of services that may have been discontinued/suspended as a result of default in payment and/or noted illegal re-connections.

17. The Service Provider is entitled to charge a **R4 650.00 (Four Thousand Six Hundred and Fifty Rand Only)** fee for an electricity and/or water meter that has been bypassed or have been tampered with, as well as **R1 850.00, excluding VAT (One Thousand Eight Hundred and Fifty Rand, excluding VAT)** for a new meter. And additional fee of **R100 (One Hundred Rand Only)** will be charged to issue a tamper code on pre-paid meters. Such amounts will escalate with 10% annually on the 1<sup>st</sup> of March. Prepaid meters and token purchases are monitored against the actual usage metered by "check meters"; should a prepaid meter be found to have been tampered with or be bypassed, then the difference in kWh between the Check-Meter's actual reading and kWh purchased, will be back-charged as arrears at the sliding scale of the prevailing Council
18. The Service Provider is also entitled to charge the following: -
  - A reconnection fee of **R750.00, including VAT (Seven Hundred and Fifty Rand, including VAT)** for electricity that was disconnected due to non-payment. These amounts will be payable before the electricity supply will be re-connected. Such amounts will escalate with 10% annually on the 1<sup>st</sup> of March.
  - A warning fee of **R80.00, including VAT (Eighty Rand, including VAT)** as reminder to all outstanding accounts which was not paid by a specific due date. Such amounts will escalate with 10% annually on the 1<sup>st</sup> of March.
  - A cash deposit fee made at any Financial Institution as per the charges of such a Financial Institution as per their cash deposit fee amounts. These amounts appear with each deposit made at the Financial Institution and will then be added to your account with the Service Provider to the amount as specified on our daily Bank Statement.
  - A call-out fee of **R260.00, including VAT (Two Hundred and Sixty Rand, including VAT)** when electricity has tripped and/or you need any other technical assistance, either with the conventional electricity meter or the prepaid electricity meter. Such amounts will escalate with 10% annually on the 1<sup>st</sup> of March.
  - A call-out fee of **R260.00, including VAT (Two Hundred and Sixty Rand, including VAT)** when a check reading, for either electricity or water, is required. Such amounts will escalate with 10% annually on the 1<sup>st</sup> of March.
  - A refund fee of **R30, including VAT (Thirty Rand only, including VAT)** for any refunds, to cover our bank charges.
  - A fee of **R70, including VAT (Seventy Rand only, including VAT)** for any immediately payments, to cover our bank charges.
19. The Service Provider is entitled to reasonable access to the premises for the connection / disconnection of services, inspections, maintenance, or repairs.
20. The Service Provider is not in any way obliged or indebted to provide any services of any kind to the Consumer, other than those services for which the agreement provides.
21. The Service Provider is not responsible for any damage to property, injury or loss of life that happens in, on, around or as a result of any electrical installation on the premises.
22. An initial deposit as determined by the Service Provider, is payable before any service will be rendered. Deposits are non-interest bearing and are subject to revision. Deposits can be adjusted up to 3 times the average value of the utility account calculated over a 3-month period. Deposits are refundable within 45 days after written notification for the cancellation of this application and providing that the balance of the final account is paid in full.
23. In the event of the Consumer falling into arrears for a period of 7 (seven) days or longer after the due date of payment for an invoice has been reached, the Service Provider is entitled to disconnect services immediately and without notice.
24. The Service Provider is entitled to charge interest at a rate of 2% per month on all accounts that are in arrears.
25. This agreement is the only agreement between the Service Provider and the Consumer and replaces all previous agreements, whether in writing or verbal. No changes to this agreement will be valid unless reduced to writing and signed by both parties.
26. Should the Consumer contravene any terms or conditions contained in this agreement or neglect to pay any amount by the due date, the Service Provider is entitled to cancel the agreement summarily and without prior notice and to claim damages, alternatively specific compliance and damages, without relegating any other remedy available to the Service Provider.
27. The Consumer accepts the conditions set out in the local by-laws and regulations governing the control of the supply of electricity and water, as if specifically incorporated herein.
28. The Consumer and the Service Provider both agree to the jurisdiction of the Magistrate's Court.
29. The Consumer elects the address for which application has been made as his domicillium citandi et executandi unless otherwise elected.
30. The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.
31. Business hours of the Service Provider: Monday to Thursday from 08:00 – 16:30 and Fridays from 08:00 – 15:00.

Signed on this   (day) of        (month)     (year)

SIGNATURE

Full Names & Surname (PLEASE PRINT)

Prestige Metering Services (Pty) Ltd, 50 Hesketh Drive, Moreleta Park, Pretoria, Gauteng  
Directors: N Visser, A Visser

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