

(012) 349 1144 / (012) 349 1042
AFTER HOURS 082 904 1682

BUSINESS APPLICATION FOR THE SUPPLY OF ELECTRICITY / WATER

- Kindly complete and sign this Application Form and return with a signed copy of our Terms & Conditions, together with the following information no later than 2 (two) working days before electricity is required:
 - Copy of Company Documentation
 - Copy of Director ID
 - 1st 5 pages of the Lease Agreement or Proof of Ownership
 - Proof of initial deposit payment – enquire from Prestige Metering as this amount changes for each Commercial Unit
- All fields must be fully completed in BLACK INK ONLY
- Partially completed forms will not be accepted and may result in electricity supply not being connected
- Kindly confirm with our office if all documentation has been received

SECTION A: APPLICANT DETAILS

Close Corporation		PTY (Ltd)		Sole Proprietor		Trust		Partnership	
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Business Name:

Trading As:

Company Reg. No:

Company VAT No:

(KINDLY SUPPLY COPY OF COMPANY REGISTRATION AND ID DOCUMENTS)

Postal Address:

Code:

Account Delivery: ALL ACCOUNTS TO BE SENT VIA E-MAIL ONLY

Company E-mail:

Account Responsibility:

Tel No: Cell No:

Fax No:

Landlord:

Contact No. Landlord: Date lease expires:

ELECTRICITY / WATER TO BE SUPPLIED TO THE FOLLOWING PREMISES

Building Name:

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Unit No:

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Physical Address:

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Suburb:

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Code:

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Occupation Date:

D	D	M	M	Y	Y
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Switch on Date:

D	D	M	M	Y	Y
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PRESTIGE METERING SERVICES BANKING DETAILS

Account Name:

Prestige Metering Services

Bank Name:

ABSA Bank

Branch Code:

632 005

Account Number:

407 991 0189

Reference Number:

Building Name and Unit Number

I hereby apply for the provision of electricity / water supply to the premises as described above. I certify that the above information is true and correct to my knowledge. I accept that any false representation may lead to the immediate termination of services that may be rendered to the applicant entered into with Prestige Metering Services as result of this application. By signing this application, we confirm that I have read, understood and agree to the terms and conditions of the service provided, PRESTIGE METERING SERVICES

Signed on this

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(day) of

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(month)

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(year)

SIGNATURE

Full Names & Surname (PLEASE PRINT)

Position in Company

Department

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 (National Credit Act), 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. The SERVICE PROVIDER 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 as well as any estimated readings due to the SERVICE PROVIDER not being able to read the meter for whatever reason, 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 and will be held liable for all consumptions until the written notification of vacating of premises is received.

8. The SERVICE PROVIDER reserves the right to recover any additional costs from the Consumer as contractually agreed between the Landlord and Consumer.

9. The SERVICE PROVIDER will give prior notification to the Consumer regarding changes in tariff, charges, or rates, whether such charges are instituted by the Local Supply 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 undisputed 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 the electricity supply to the premises, under the following conditions:

(a) Non-payment or short payment of the utility invoice on the due date, for any other utility in arrears at the same premises as per the regulated city council by-laws.

(b) Non-payment or short payment of the required risk deposit

15. The SERVICE PROVIDER will give 14 days' notice of impending discontinuation of services to the consumer who is in default on payments. Notice will be given in the form of a pre-termination notice which will explain to the Consumer how much arrears are owed, what it is owed for, how to make payment or payment arrangements, and how to remedy and avoid the disconnection.

16. 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 14 days after the payment due date and with notice to the Consumer.

17. 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.

18. 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 has been tampered with, as well as R1 850.00, excluding VAT (One Thousand Eight Hundred and Fifty Rand, excluding VAT) for a new meter. An additional fee of R100.00 (One Hundred Rand Only) will be charged to issue a tamper code on pre-paid meters. Such amounts will escalate with 10% annually

19. The SERVICE PROVIDER is also entitled to charge the following:

- A reconnection penalty 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 by 10% annually on the 1st 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 1st 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 R300.00, including VAT (Three hundred 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 1st of March.

- A call-out fee of R300.00, including VAT (Three hundred Rand including VAT) when a check reading, for either electricity or water, is required. Such amounts will escalate with 10% annually on the 1st of March.

- A refund fee of R30.00, including VAT (Thirty Rand only, including VAT) for any refunds, to cover our bank charges.

- A refund fee of R70.00, including VAT (Seventy Rand only, including VAT) for any immediate payments, to cover our bank charges.

20. The SERVICE PROVIDER is entitled to reasonable access to the premises for the connection / disconnection of services, inspections, maintenance, meter readings or repairs.

21. 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.

22. 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.

23. 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.

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 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 Municipal 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. Dispute Resolution Clause:

29.1 In the event of any dispute or complaint arising between the Consumer and the SERVICE PROVIDER regarding the services provided herein, the Consumer shall first raise such dispute or complaint directly with the SERVICE PROVIDER.

29.2 The parties shall endeavor to resolve any such dispute or complaint through good faith negotiations and discussions within a reasonable time frame.

29.3 If the dispute or complaint cannot be resolved through negotiations between the Consumer and the SERVICE PROVIDER, either party may escalate the matter to the licensed authority for further resolution.

29.4 Should the dispute or complaint remain unresolved after escalation to the licensed authority, the matter shall be referred to the National Energy Regulator of South Africa (NERSA) for final resolution.

29.5 Both parties agree to abide by any decisions or resolutions made by NERSA in connection with the dispute or complaint, which shall be final and binding upon both parties.

29.6 The costs incurred in the resolution of any dispute or complaint, including but not limited to legal fees and administrative costs, shall be borne by the party found to be at fault, or as otherwise determined by NERSA.

29.7 This dispute resolution clause shall survive the termination or expiration of this contract.

30. The Consumer elects the address for which the application has been made as his domicilium citandi et executandi unless otherwise elected.

31. The SERVICE PROVIDER is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.

32. Business hours of the SERVICE PROVIDER: Monday to Thursday from 08:00 –

CLIENT CONSENT TO THE COLLECTION, PROCESSING AND SAFEGUARDING OF PERSONAL INFORMATION

Consent Agreement entered between

the Data Subject (herein after referred to as I/me/myself/the client)

and

PRESTIGE METERING SERVICES (PTY) LTD

the Responsible Party (herein after referred to as the company)

in accordance with the Protection of Personal Information Act no. 4 of 2013 – herein after referred to as the POPIA.

In terms of Section 11 of the POPIA, I hereby give consent to the company to the collection, processing and safeguarding of my personal information in relation with Chapter 3 of the POPIA.

I understand and accept the purposes for which the information is collected and processed which includes, but is not limited to the following:

- a) As prescribed in Section 26 of the Consumer Protection Act, Section 20 of the Value Added Tax Act and where applicable Section 43 of the Electronic Communication and Transaction Act, information required to be on an invoice document.
- b) The collection and processing of information is required for communication purposes relating to account queries and statuses, whereby invoices will be sent via email should the Client have given consent to receive invoices via email.

I understand that the collection and processing of this information is necessary to carry out actions for the conclusion or performance of a contract to which I am a party, and that this information complies with an obligation imposed by law on the company as per Section 11(1)(c) and Section 18(1)(f) of the POPIA. I further understand that the failure to provide this information directly contradicts the above-mentioned stipulations and may result in the termination of any existing agreements between myself and the company.

I understand that I may request access to the information the company holds about me at any time by contacting the Information Officer.

I confirm, in accordance with Section 16 of the POPIA, that all personal information supplied by myself is complete, accurate, and not misleading and that I will notify the company of any updates on my personal information supplied to the company as soon as reasonably possible by contacting the Information Officer.

POPIA Information Officer contact details:

Name: Sammy Pieterse-Fergus
Contact Nr: 012 349 1144
Email Address: sammy@prestige-metering.co.za

I accept that the company may retain my personal information for a period of 5 years after the date of the last entry in the record or after completion of the transactions, acts or operations to which it relates as prescribed in Section 55(3) of the Value Added Tax Act and that the company will not allow any requests by a data subject to destroy or delete such information for a period of 5 years after the date of the last entry in the record or after completion of the transactions, acts or operations.

I hereby give consent to the company to forward my personal information to a third party solely for the purposes as stipulated in the Information Processing Agreement and Service Level Agreement between the company and the third party. The details of the third party will be supplied to me if requested.

I confirm that my personal information is voluntarily supplied by myself and that the consequences of failure to provide the information has been explained to me.

Data Subject Name & Surname

Data Subject Signature

Date

PRESTIGE METERING SERVICES

Responsible Party Name & Surname

Responsible Party Signature

Date