

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

# INDIVIDUAL CLIENT APPLICATION FOR ELECTRICITY / WATER PREPAID SUB-METERS & SERVICES Electricity Water Support Fee included: Support Fee: Where the utilities are not managed by Prestige Metering Services, Prestige Metering Services charges a monthly support fee of R25.00 (Twenty-Five Rand excluding VAT) for its prepaid sub-meters. This fee includes 24-hour vending support and the issuance of tamper tokens. In the event of a call-out requested by the Owner or Consumer with no meter fault found, Prestige Metering Services may levy a call-out fee at its discretion. The support fee is subject to future fluctuations without prior notice. Meter Insurance included: Meter Insurance: Prestige Metering Services offers a meter insurance option at R25.00 (Twenty Five Rand excluding VAT) per month for meters supplied and installed by Prestige Metering Services. This fee ensures coverage for your meter for as long as your insurance is active, guaranteeing its replacement if needed. Please note that this insurance will not cover damage to a meter due to tampering, misuse or abuse of the meter or any event outside of your or Prestige Metering Services' control, including but not limited to, power surges, non-supply or interruption of electricity, lightning, fire, floods, civil unrest and the like. **SECTION A: APPLICANT DETAILS** Owner Tenant Title: Initials: Full Name & Surname: ID / Passport No: E-mail Address: Home No: Cell No: Alternative Cell No: SECTION B: ELECTRICITY / WATER TO BE SUPPLIED TO THE FOLLOWING PREMISES Complex Residential Retail Commercial Industrial Property/Complex Unit No: Details: **Physical Address:** Code: Date of service required: Rental Agent / Landlord: E-mail Address: Tel No:

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

	BENEFICIARY DETAILS
	e to the installation of Prepaid Sub Electricity/Water meters will, after deducting the commissions or service etering Services, be transferred to the designated beneficiary account. The details of this account are provided
Name of municipality:	Account number:
Bank Name:	
Account holder:	
Reference:	
Account number:	
tions, it cannot be revers Transfers to other banks on the day of transaction If there's a need to mod	ride the accurate account number and branch clearing code. Once a payment is processed based on your instruc- rsed, modified, or refunded. Please present a bank-verified confirmation letter. Its typically take two business days. We cannot be held accountable for delays or processing errors by other banks on receipt. It differs any details, the Applicant or their representative should inform Prestige Metering Services in writing by -metering.co.za. Any changes must be communicated by the 25th of a month to be effective the following month
	PRESTIGE METERING SERVICES BANKING DETAILS
	or offices for the applicable banking information.  In the second
PLEASE TAKE NOTE	OF THE FOLLOWING:
installing a new meter we penalty fee of R4 650.00 prepaid account.	ve a zero-tolerance policy as far as tampering is concerned. Should a meter be tampered with, the costs for will be R1 850.00, excluding VAT (One Thousand Eight Hundred and Fifty Rand, excluding VAT) and a further 10 (Four Thousand Six Hundred and Fifty Rand) will be applicable and will be added as arrears on the relevant
-	ny to Thursday: 08:00 - 16:30 ; Fridays: 08:00 - 15:00. As a value added service, Prestige Metering Services provide or technical related issues until 21:00.
true and correct to my k be rendered to the appl	provision of electricity / water supply to the premises as described above. I certify that the above information is knowledge. I accept that any false representation may lead to the immediate termination of services that may elicant entered into with Prestige Metering Services as result of this application. By signing this application, I d, understood and agree to the terms and conditions of the service provided, PRESTIGE METERING SERVICES
Signed on this	(day) of (month) (year)
Signature	Full Names & Surname (PLEASE PRINT)

# TERMS & CONDITIONS FOR THE SUPPLY OF PREPAID ELECTRICITY and/or WATER TO A PREMISES

#### 1. Definitions

- **1.1 Client:** The individual or entity that signs the Application Form as the "Applicant" above.
- **1.2 Prestige Metering Services:** Represents Prestige Metering Services (Pty) Ltd, Registration Number: 2012/185624/07.
- **1.3 Consumer:** The electricity/water/gas user at the specified Premises described in the Application.
- **1.4 Body Corporate:** The body corporate established as per the provisions of the Sectional Titles Act 95 of 1986 for the identified Complex.
- **1.5 Managing Agent:** The entity appointed by the Body Corporate/Owner to manage the Complex as specified.
- **1.6 Owner:** The legal owner of the Premises defined in the Application and their successors in title.
- **1.7 HOA:** A Homeowners Association which is created to govern the communal living estates where the individual properties are owned outright by their owners while the communal facilities and infrastructure are owned by the HOA.
- **1.8 Premises:** The premises described in the Application Form.
- **1.9 Equipment:** The equipment includes prepaid meters for accurate measurement and efficient management of utilities consumption, ensuring timely payment and promoting responsible usage practices.
- **1.10 System:** A comprehensive system that is designed to dispense prepaid units of water, electricity, and gas for efficient consumption management.

#### 2. Services provided:

- **2.1 Installation of equipment:** Where Prestige Metering Services offers support, a support fee will be applicable, and Prestige Metering Services will install the Equipment at the Premises. Should a consumer not wish to employ the support service of Prestige Metering Services, Prestige Metering Services can install the equipment at an installation cost of R300.00 (Three Hundred Rand, VAT included) or the property owner must hire a registered electrician to install the meter.
- **2.2 Fees:** Any fees to be levied will be deducted from the first top-up (purchase of electricity) of the month. Should you not top up in a given month, these fees will accrue and will then be deducted on your next top-up.
- **2.3 Equipment Purpose:** The equipment is intended for situations where a single bulk supply meter provides electricity, water and or gas to a sectional title or multi-unit complex allowing measurement and management of individual consumers' electricity, water and or gas consumption. It can also be used in free-standing residences where different consumers share portions of the premises and include a distribution board per portion.
- **2.4 Role of Prestige Metering Services:** Prestige Metering Services is not a generator, supplier, or distributor of electricity. It provides sub-meters for measuring, monitoring, and managing consumption. Prestige Metering Services is not responsible for electricity supply interruptions under the control of the relevant authorities. Property Owners indemnify Prestige Metering Services against claims arising from such interruptions and any damage caused by power surges and load shedding.
- **2.5 Limitation of Liability:** Prestige Metering Services is not liable for any loss, loss of profits, expense, claim, or action arising from intentional, negligent, grossly negligent, wrongful acts or omissions, including damage, breaches of municipal regulations, incorrect installations, bypassing of municipal meters, fraudulent installations, damage to premises, consequential damages, or other claims. This limitation also applies to damages resulting from tampering with meters by third parties.
- **2.6 Tariffs and Billing:** Prestige Metering Services will configure the System to reflect the appropriate electricity/water consumption tariffs based on the directives given by the Owner/Client. However, in instances where Prestige Metering Services oversees the utilities, the tariff settings will be governed by a separate agreement established between Prestige Metering Services and the involved entity. The onus is on the Owner/Client to guarantee the accuracy of tariff adjustments. Overcharging consumers beyond the legally permitted rates is strictly forbidden. However, the levying of service and or vending fees, as detailed in our terms, is permissible. Adherence to municipal by-laws and standards is imperative. The Owner/Client is restricted from imposing any supplementary charges or penalties on the Consumer, barring those sanctioned by the pertinent authorities.
- **2.7 Termination of supply:** The Owner/Client may request Prestige Metering Services to disconnect the electricity supply due to reasons such as non-payment if this has been allowed for in the contract between Owner and Occupant/Tenant. Prestige Metering Services are allowed to terminate the supply due to unauthorized tampering with the Equipment and to also apply a penalty fee of R4 650.00 (Four Thousand Six Hundred and Fifty Rand) as well as R1 850.00 (One Thousand Eight Hundred and Fifty Rand, excluding VAT) for a new meter. However, Prestige Metering Services will only proceed with such disconnection if it is legally permissible. The Owner/Client must provide adequate indemnity to Prestige Metering Services to protect against claims of spoliation. The Local Authority has the right to disconnect the electricity supply for non-payment, and the Owner/Client must ensure funds paid by consumers go to the relevant authority.

- **2.8 Billing discrepancies:** Installing a prepaid meter does not replace the City Council's existing meter. The City Council will continue to read or estimate the electricity usage. Property Owners must ensure that their monthly municipal/utility bill matches Prestige Metering Services prepaid sub-meter collections. Prestige Metering Services is not liable for billing discrepancies but will address them upon notification.
- **2.9 Fund Allocation:** The Owner/Client can choose where funds paid by the consumer for electricity/water supply accrue (relevant authority, Owner/Client, Body Corporate, or other agreed party). Failure to credit funds to the relevant authority will result in disconnection, regardless of consumer payments to other parties. Prestige Metering Services will not be held responsible for payments made to unintended recipients or made in incorrect amounts due to the input of incorrect information supplied to Prestige Metering Services.
- **2.10 Service charges:** Prestige Metering Services may charge fees, including vending fees, third-party vending fees and administration fees.
- **2.11 Equipment Ownership:** Upon installation and receipt of payment, ownership of the Equipment is transferred to the Owner/Client. Exceptions apply if there are alternate agreements with the Owner, Body Corporates, HOA's, or managing agents. While ownership may transfer, Prestige Metering Services remains available for backup or assistance, albeit with applicable fees and commissions. It is the meter owner's responsibility to inform Prestige Metering Services of any change of ownership to the property or the prepaid sub-meter.

#### 3. Duration of Agreement:

This agreement commences on the date of the Equipment installation and persists indefinitely, unless otherwise stipulated in an alternate agreement with the Body Corporate, HOA, Owner, or Managing Agent. Either party can terminate with a one-month written notice, unless a different termination notice period is specified in an agreement with the aforementioned entities. Breaches of this agreement may lead to different termination conditions.

#### 4. Replacement Procedures:

If the client has opted for meter insurance, faulty Equipment due to technical reasons will be replaced free of charge if supplied and installed by Prestige Metering Services. Damaged or tampered meters will be replaced at the Owner/-Client's expense.

**5. Breach:** Should there be a failure to comply with the terms of this Agreement, or any other related to prepaid electricity, water, gas, or the management of utilities between Prestige Metering Services and the associated entity, the aggrieved party reserves the right to terminate this agreement. The injured party may also either seek damages or insist on specific performance.

### 6. Variation, Cancellation, and Signatories:

Any changes to this Agreement, including cancellation, must be in writing and signed by both parties.

# 7. Indulgence:

Any leniency or relaxation of terms provided by one party does not constitute a waiver of that party's rights as stipulated in the Agreement.

### 8. Severability:

Should any provision of this Agreement be deemed unenforceable or invalid, it will be substituted with a provision that is enforceable and mirrors the original intent of the parties involved.

### 9. Vis Major

Prestige Metering Services is not liable for performance failures due to events beyond its control, including natural disasters, strikes, and governmental actions.

# 10. Domicilium:

Addresses for notices as specified in the Agreement. Parties can change their addresses in writing.

## 11. Changes to Terms and Conditions:

Property Owners are responsible for staying informed of the latest Terms and Conditions, which may change over time.

# 12. Entire Contract:

This Agreement constitutes the entire agreement, and no modifications to the Agreement are valid unless they are in writing and signed by both parties.

### 13. No Set-Off:

The Owner/ Client cannot set off amounts owed to Prestige Metering Services against amounts owed in this Agreement.

### 14. Governing Law:

The laws of South Africa govern transactions with the Owner/Client.

# 15. Binding Agreement:

These Terms and Conditions govern the transaction and supersede any other undertakings or representations.

### 16. Legal Compliance:

Both parties agree to comply with all applicable South African by-laws and regulations. These Terms and Conditions are a legal agreement between Prestige Metering Services and the Owner/Client and should be carefully reviewed before proceeding with any services.

APRIL 2024 \_\_\_\_\_\_ SIGN IN FULL

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

the following:

the company.

Officer.

a)

b)

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		