

(012) 349 1144 / 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 Registration Documents
 - Copy of ID of authorised representative/signatory and, where applicable, relevant director/member/trustee/partner documentation
 - 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	
-------------------	--	-----------	--	-----------------	--	-------	--	-------------	--

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:

Person responsible for account:

Tel No: Cell No:

Landlord:

Contact No. Landlord: Date lease expires:

ELECTRICITY / WATER TO BE SUPPLIED TO THE FOLLOWING PREMISES

Occupancy:

Owner:		Tenant:	
--------	--	---------	--

Service Required:

Electricity:		Water:		Both:	
--------------	--	--------	--	-------	--

Metering Type:

Prepaid:		Postpaid:	
----------	--	-----------	--

Building Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Unit No:

--	--	--	--

Physical Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Suburb:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Code:

--	--	--	--

Occupation Date:

D	D	M	M	Y	Y
---	---	---	---	---	---

Switch on Date:

D	D	M	M	Y	Y
---	---	---	---	---	---

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 material false representation may result in the refusal, suspension or termination of services, subject to applicable law and any required notice procedures.". 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

--	--

(day) of

--	--	--	--	--	--	--	--

(month)

--	--	--	--

(year)

SIGNATURE

Full Names & Surname (PLEASE PRINT)

I warrant that I am duly authorised to sign this Application and to bind the Applicant to the terms and conditions contained herein.

Position in Company

Department

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

Definitions

1.1 Service Provider: 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.

1.2 Client: The individual or entity that signs the Service Agreement as the "Applicant" above.

1.3 Consumer: The electricity and/or water user at the specified Premises described in the Service Agreement.

1.4 Body Corporate: The body corporate established in accordance with the Sectional Titles Schemes Management Act 8 of 2011 in respect of the identified Complex.

1.5 Managing Agent: The entity appointed by the Body Corporate, HOA and/or Landlord to manage the Complex, as applicable.

1.6 Landlord: The legal landlord of the Premises defined in the Service Agreement and their successors in title.

1.7 HOA: A Homeowners Association established to govern a residential estate or community in which individual properties are separately owned and communal facilities and/or infrastructure are managed or controlled by the HOA.

1.8 Premises: The premises described in the Service Agreement.

1.9 Equipment: All metering devices and related equipment installed or used for the measurement, monitoring and management of electricity and/or water consumption at the Premises.

1.10 Local Supply Authority: The municipality, licensed utility provider, or other competent authority responsible for the supply and/or regulation of electricity and/or water applicable to the Premises.

General Metering

2. Role of the Service Provider: The Service Provider is not a generator, supplier, or distributor of electricity or water. It provides and/or manages sub-meters for measuring, monitoring, and managing utility consumption. The Service Provider is not responsible for interruptions in the supply of electricity or water that are under the control of the Local Supply Authority or otherwise beyond the Service Provider's control. Landlords, occupants and Consumers indemnify the Service Provider against claims arising from such interruptions and from damage caused by power surges and load-shedding, except to the extent that such loss or damage is caused by the Service Provider.

3. The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practices. At community schemes, the Service Provider is an independent utility management Service Provider and is not the landlord, tenant, agent, or representative of the property and does not act on behalf of any of the aforementioned entities. The Service Provider operates subject to the applicable requirements of the National Energy Regulator of South Africa (NERSA), relevant municipal by-laws and other applicable legislation and regulatory requirements.

4. Business hours of the Service Provider: Monday to Thursday from 08:00 – 16:30 and Fridays from 08:00 – 15:00. After-hours technical support service is available every day until 21:00. The Service Provider does not schedule or conduct site visits after 20:30.

5. Limitation of Liability: The Service Provider shall not be liable for any loss, loss of profits, expense, claim, action or consequential damage arising from circumstances beyond its reasonable control, including breaches of municipal regulations by third parties, incorrect or unauthorised installations not performed by the Service Provider, bypassing of municipal or sub-meters, fraudulent installations, tampering with meters by third parties, power surges, load-shedding, or the lawful disconnection of services due to non-payment. Nothing in this clause shall exclude or limit liability to the extent that such liability cannot lawfully be excluded or limited.

6. The Service Provider agrees to provide its services subject to the availability of the relevant utility from the Local Supply Authority and at the applicable tariffs and rates determined by the Local Supply Authority and/or approved by the National Energy Regulator of South Africa (NERSA), where applicable, as amended from time to time.

7. The Service Provider operates according to the official by-laws of the Local Supply Authority.

8. The Service Provider may supply postpaid utility services on terms that constitute an incidental credit agreement as contemplated in the National Credit Act 34 of 2005, where the requirements of the Act for incidental credit are met.

9. 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 has been agreed upon between the Consumer and the relevant Landlord, Body Corporate and/or HOA, as applicable.

10. The Service Provider will give prior notification to the Consumer regarding changes in tariffs, charges, or rates, whether such charges are instituted by the Local Supply Authority, the Landlord, or the Service Provider. The Service Provider is entitled to charge such fees as may be determined from time to time.

11. Equipment Purpose: The Equipment is intended for situations where a single bulk supply meter provides electricity and/or water to a sectional title or multi-unit complex, allowing measurement and management of individual Consumers' electricity and/or water consumption. It can also be used in free-standing residences where different Consumers occupy separate portions of the Premises, provided that each separately metered portion has its own distribution board.

12. Commencement: This agreement commences on the date of service connection and persists indefinitely unless otherwise stipulated in the overarching agreement with the Body Corporate, HOA, Landlord, or Managing Agent.

13. The Service Provider reserves the right, upon request and instruction from the Body Corporate, HOA, Landlord and/or its Managing Agent, to recover any additional costs from the Consumer, where such costs are payable by the Consumer in terms of the

applicable conduct rules, governance documentation, or any agreement governing the Consumer's occupation or use of the property.

14. The Service Provider is also entitled to charge the following (such amounts are subject to escalation annually on 1 March):

- A call-out fee of R400.00, including VAT (Four Hundred Rand, including VAT) where the Consumer requires technical assistance, including where the electricity supply has tripped.

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

- A refund fee of R70.00, including VAT (Seventy Rand, including VAT), for any refund processed as an immediate payment, to cover bank charges, excluding deposit refunds.

- A fee of R1000.00, including VAT (One Thousand Rand, including VAT), will apply when submitting falsified proof of payment. This fee will be payable before services can be restored after disconnection.

- A cash deposit fee, as charged by the relevant financial institution, will be added to the Consumer's account where applicable, based on the amount reflected on the Service Provider's bank statement.

- A testing fee will apply where a Consumer requests that a prepaid or conventional meter be tested for faults. The applicable fee will depend on the type of meter being tested.

- An administration fee of R50.00 (Fifty Rand), inclusive of VAT, shall apply for the correction and allocation of payments or wallet top-ups where an incorrect reference number has been used and the matter has previously been addressed with the account holder. The administration fee shall also apply to the reissuing of statements and/or invoices, as well as other administrative services requiring correction, reallocation or reprocessing by the Service Provider.

15. Termination of Supply: The Service Provider may terminate the supply due to unauthorised tampering with or bypassing of the Equipment, subject to applicable law. The applicable tampering, replacement meter and related charges are set out in clause 39.

16. The Service Provider is entitled to reasonable access to the Premises for the connection or disconnection of services, inspections, maintenance, meter readings, or repairs. The Consumer shall not unreasonably prevent or obstruct the Service Provider from accessing metering devices for these purposes, subject to applicable law and municipal by-laws.

17. 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.

18. The Service Provider shall not be responsible for any damage to property, injury, or loss of life arising from the condition, defect, failure, misuse, unauthorised alteration, or non-compliance of any electrical installation at the Premises, except to the extent that such damage, injury, or loss is directly caused by the Service Provider.

19. This agreement constitutes the entire agreement between the Service Provider and the Consumer for the services provided under this Application and supersedes any previous agreement between them relating to those services. It does not affect any separate agreement between the Service Provider and the Body Corporate, HOA, Landlord or Managing Agent.

20. Should the Consumer contravene any conditions contained in this agreement or neglect to pay any amount by the due date, the Service Provider shall be entitled, subject to any applicable notice requirements contained in this agreement or imposed by law, to cancel the agreement and to claim damages, alternatively specific compliance and damages, without limiting or prejudicing any other remedy available to the Service Provider.

21. The Consumer accepts the conditions set out in the applicable municipal by-laws and regulations governing the control of the supply of electricity and water, as if specifically incorporated herein.

Postpaid Metering

22. The Service Provider undertakes to provide the Consumer with a monthly tax invoice on which a detailed account of charges appears, as stipulated on the Consumer's monthly utility invoice. The Consumer is responsible for using the correct account reference number, as it appears on the monthly utility invoice, when making payment.

23. In line with applicable municipal by-laws, an initial deposit, as determined by the Service Provider, is payable before any service will be rendered. Deposits are non-interest-bearing and may be reviewed and adjusted from time to time. The deposit may be adjusted to an amount of up to two (2) times the average monthly value of the utility account, calculated over a three (3) month period. Deposits are refundable within forty-five (45) days after submission of the required Termination of Service form, provided that the final account has been issued and all amounts owing have been paid in full.

23.1 It remains the responsibility of the Consumer to initiate and complete the required termination procedures and to provide all information reasonably required by the Service Provider in order for any deposit refund to be processed. Any unclaimed deposit shall be dealt with in accordance with applicable law.

24. 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.

25. In line with South African legislation, in the event of the Consumer falling into arrears after the due date of payment for an invoice, the Service Provider is entitled to disconnect services 14 days after the invoice due date and with prior notice to the Consumer.

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

26. The Service Provider is entitled to charge such fees as may be determined from time to time by the Service Provider for the reconnection/continuance/recommission of services that may have been discontinued/suspended as a result of default in payment and/or noted illegal reconnections.

27. The Service Provider is also entitled to charge the following (such amounts are subject to escalation annually on 1 March):

a) A reconnection fee of R800.00, including VAT (Eight Hundred Rand, including VAT), for electricity that was disconnected due to late or non-payment. This amount will be payable before the electricity supply is reconnected.

b) A cash deposit fee, as charged by the relevant financial institution, will be added to the Consumer's account where applicable, based on the amount reflected on the Service Provider's bank statement.

c) A check reading fee of R400.00, including VAT (Four Hundred Rand, including VAT) will be charged for readings requested outside the designated building reading period dates.

28. The Service Provider is entitled to charge interest at a rate of 2% per month on all accounts that are in arrears.

29. The Consumer must provide the Service Provider with written notice of their intention to vacate the Premises at least 14 days in advance. The Consumer will remain liable for all consumption charges up to and including the date on which the Premises are vacated.

29.1 Should the Consumer fail to provide a vacating date, the Consumer shall remain responsible for all consumption charges until the date on which the Service Provider becomes aware that the Consumer has vacated the Premises.

30. 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. This clause does not dispense with any pre-termination or disconnection notice required by applicable law or this agreement.

31. In the event of a dispute regarding 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.

32. 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 their account due to non-receipt of an invoice. The onus lies with the Consumer to ensure that their monthly account is paid by the due date.

33. The Service Provider is entitled to terminate the electricity supply to the Premises under the following conditions, subject to applicable law and any required notice procedures:

(a) Late payment, non-payment or short payment of the utility invoice by the due date, including arrears relating to another utility supplied to the same Premises, where permitted by the applicable municipal by-laws.

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

(c) Failure to submit a completed and signed application and the required supporting documents.

34. The Service Provider will give notice of impending disconnection 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.

Prepaid Metering

35. Service Charges: The Service Provider may charge service fees, including but not limited to vending fees, third-party vending fees, and administration fees. The Service Provider has no control over fees charged by third-party vendors and accepts no responsibility or liability for such fees. Consumers are encouraged to purchase directly from the Service Provider to avoid additional third-party charges where applicable.

36. Liability for Third-Party-Related Issues: The Service Provider shall not be held liable for any delays, errors, or interruptions in the purchasing of tokens that result from third-party-related issues. As these factors are outside the control of the Service Provider, the Service Provider shall not be responsible for any inconvenience or loss caused by such occurrences.

37. Area Electricity Outages or Load-Shedding: In the event of an area electricity outage or load-shedding, communication with the meter will be unavailable. During these times, token loading and balance reports will be impossible until power is restored. The Service Provider is not responsible for any service interruptions or delays caused by such outages, as these are beyond the Service Provider's control.

38. Fees: Any fees to be levied will be deducted from the first top-up (purchase of electricity) of the month. Should the Consumer not top up in a given month, these fees will accrue and will then be deducted on the Consumer's next top-up.

39. The Service Provider shall be entitled to charge a fee of R4,650.00 (Four Thousand Six Hundred and Fifty Rand Only) for any electricity and/or water meter that has been bypassed or tampered with, as well as R1,850.00, excluding VAT (One Thousand Eight Hundred and Fifty Rand Only, excluding VAT), for the installation of a replacement meter. An additional fee of R100.00 (One Hundred Rand Only) shall be charged for the issue of a tamper code on prepaid meters that have been tampered with. Such amounts are subject to escalation annually on 1 March.

The Consumer shall be held responsible for any tampering with or bypassing of any meter connected to the Premises occupied by the Consumer.

Prepaid meters and token purchases are monitored against actual consumption recorded by check meters. Should a prepaid meter be found to have been tampered with or bypassed, the difference between the actual consumption recorded by the check meter and the kWh purchased shall be recovered from the Consumer as arrears, calculated in accordance with the prevailing Local Supply Authority tariff structure.

40. The Service Provider shall be entitled, in accordance with all applicable laws, regulations, by-laws, tariff requirements, and any lawful mandate or instruction from the relevant Body Corporate, HOA or Landlord, to recover and/or deduct from any prepaid credit purchased by the Consumer any amounts due and payable by the Consumer. Such amounts may include, without limitation, levy arrears, fixed municipal or city council charges, postpaid consumption charges, service fees, additional charges, interest, administrative charges, and other outstanding amounts which the Service Provider is lawfully authorised or instructed to recover.

Smart Metering (Postpaid/Prepaid)

41. Liability for Network-Related Issues: The Service Provider shall not be held liable for any delays, errors, or interruptions in the loading of tokens that result from network-related issues. This includes, but is not limited to, network tower downtimes, load-shedding affecting network infrastructure, or any other area-specific outages that impact communication. As these factors are outside the control of the Service Provider, the Service Provider shall not be responsible for any inconvenience or loss caused by such occurrences.

42. Area Electricity Outages or Load-Shedding: In the event of an area electricity outage or load-shedding, communication with the meter will be unavailable. During these times, token loading and balance reports will be impossible until power is restored. The Service Provider is not responsible for any service interruptions or delays caused by such outages, as these are beyond the Service Provider's control.

43. Service Charges: The Service Provider may charge fees, including smart metering fees and administration fees.

Dispute Resolution:

44. 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.

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

44.2 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 relevant licensed utility provider, municipal authority, the National Energy Regulator of South Africa (NERSA), or a court of competent jurisdiction, as applicable to the nature of the dispute.

44.3 The parties shall comply with any decision or determination made by a competent authority having jurisdiction over the particular dispute, subject to any rights of review, appeal or recourse available in terms of applicable law.

44.4 The costs incurred in the resolution of any dispute or complaint, including but not limited to legal fees, expert costs and administrative expenses, shall be borne by the party found to be at fault, or as otherwise determined by the relevant competent authority or a court of competent jurisdiction.

44.5 Any dispute relating to the provision, billing, metering, supply or regulation of utility services shall be reported to and dealt with exclusively by the relevant licensed utility provider, municipal authority, NERSA or a court of competent jurisdiction, as applicable. Such disputes shall not fall within the jurisdiction of the Community Schemes Ombud Service (CSOS), the Rental Housing Tribunal, the Consumer Protection Act dispute mechanisms, or any other body that lacks statutory authority over utility-related matters.

44.6 This dispute resolution clause shall survive the termination or expiration of this agreement.

45. The Consumer elects the address for which the Service Agreement has been made as their domicilium citandi et executandi unless otherwise elected.

46. The Consumer and the Service Provider both agree to the jurisdiction of the Magistrate's Court.

Protection of Personal Information Act (POPIA):

The Consumer acknowledges that the Service Provider may collect, process, retain, safeguard and, where necessary, share the Consumer's personal information with authorised third parties for purposes related to the administration of the Consumer's account, invoicing, communication, provision of services, and the performance of contractual and legal obligations, in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).

The Consumer confirms that the information provided is accurate and complete and understands that failure to provide required information may affect the Service Provider's ability to provide or administer its services. Personal information will be retained only for as long as reasonably necessary or as required or permitted by applicable law.

The Consumer may request access to or correction of their personal information by contacting:

POPIA Information Officer: Nathalia Visser

POPIA Deputy Information Officer: Amanda Visser

Contact Nr: 012 349 1144

Email Address: info@prestige-metering.co.za

By signing this document, the Consumer confirms that their personal information is voluntarily supplied and that they understand the purpose and consequences of its collection and processing.