

# PEC Utility Management (Pty) Ltd

Company Reg No 2004/032820/07

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## TERMS & CONDITIONS - RESIDENTIAL AND BUSINESS AGREEMENTS

### 1 GENERAL

- 1.1 PEC Utility Management (Pty) Ltd (herein after referred to as 'the Service Provider') is a private company, duly registered in accordance with the laws of the Republic of South Africa, with details as set out on the Agreement Form.
- 1.2 The consumer/owner acknowledges and accepts that these "Terms and Conditions" read together with the Agreement form constitutes the whole agreement, (hereinafter referred to as "the Agreement") between the consumer/owner and the Service Provider (hereinafter referred to as "the parties"), and was read and understood.
- 1.3 No changes to the Agreement will be valid unless reduced to writing and signed by both parties.
- 1.4 The Service Provider reserves the right to amend these Terms and Conditions from time to time to adhere to any directive received and/or legislator requirement that may come into effect, and will inform the consumer/owner should such changes occur.
- 1.5 The Service Provider will, upon signing of the Agreement by the consumer/owner, render and/or deliver the requested services and deliver to the consumer/owner on a monthly basis a utility invoice for its consumption of the period specified on such monthly utility invoice.
- 1.6 The consumer/owner is liable for consumption charges on the premises, from the date when consumption commences, until the date of the final meter reading when the consumer/owner ceases to consume utilities at the premises. Please see section 5 below for the Vacating of Premises procedure.
- 1.7 The reading of a meter shall be prima facie proof of the consumer/owner's consumption on the premises and it will be incumbent upon the consumer/owner to prove otherwise.
- 1.8 In the event of a dispute on the consumer/owner's utility invoice, the consumer/owner is not entitled to withhold payment until settlement of the dispute, and must continue to settle the charges due in full while the disputed matter is being investigated, and/or settled.
- 1.9 The Service Provider will accept the installed capacity to the consumer/owner'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/owner, and the landlord / owner of the premises. It is the consumer / owner's responsibility to apply for a reduced or increased capacity with the landlord / owner of the premises, given that:
  - 1.9.1 it is allowed by the landlord / owner of the premises in accordance with the lease agreement; and/ or
  - 1.9.2 it is allowed by the Local Supply Authority; and/or
  - 1.9.3 any reduction or increase in a consumers / owners' Notified Maximum Demand (NMD) will be done in accordance to the NMD rules as set out by the Local Supply Authority; and/or
  - 1.9.4 it will not affect the operational ability of the consumer/ owner; and/or
  - 1.9.5 that all electrical installation rules according to SANS 10142 are abided by; and/or
  - 1.9.6 if no NMD is available, then the Service Provider will accept that the NMD is equal to the installed capacity.
- 1.10 The Service Provider operates according to the official by-laws of the Local Supply Authority.
- 1.11 If the consumer/owner at any stage consumed water and/or electricity without it being metered, either through a mechanical fault on the part of the metering equipment or for whatever other reason, the Service Provider will be entitled to calculate the average consumption for the premises over the last 6 months prior to the period of faulty metering and the average usage multiplied by the tariff will constitute the consumers/ owners' indebtedness.

### 2 TARIFFS

The tariffs applied to the consumer/owner will be in line with the prescribed tariffs of the Local Supply Authority but will also be reflective of the actual cost to supply electricity to the end consumer.

### 3 DEPOSIT

- 3.1 The Service Provider is entitled to collect a risk deposit from the consumer / owner, which is calculated in accordance with the relevant consumer qualification, unless otherwise agreed upon between the property owner and the Service Provider.
- 3.2 Deposits are non-interest bearing.
- 3.3 Deposits are subject to annual revision and can be adjusted up to 3 (three) times the average value of the account calculated over a 6 (six) month period.
- 3.4 Deposits are refundable within 45 (forty five) business days after the following conditions have been met:
  - 3.4.1 written notification for the cancellation of this agreement (please see section 5 below) – minimum 14 (fourteen) days prior to vacating the unit / premises; and
  - 3.4.2 the final utility invoice has been settled in full.
- 3.5 Should the consumer/owner pose a risk due to poor or non-payment, the consumer/owner will be liable to pay an increased non-interest bearing risk deposit to the Service Provider, reflective of the risk posed.

### 4 PAYMENTS

- 4.1 The consumer/owner is liable for consumption charges on the premises, according to the meter reading, from the date when consumption commences, until the date of the final meter reading when the consumer/owner ceases to consume utilities at the premises.
- 4.2 Payments due to the Service Provider must reflect on the Service Provider's bank statement on or before the due date as stipulated on the consumer / owner's monthly utility invoice.
- 4.3 The Service Provider supplies utility services under the incidental credit section of the National Credit Act (No 34 of 2005) and interest on overdue payments will be charged by the Service Provider as allowed for in this Act.
- 4.4 The consumer/owner is responsible for using the correct reference number when making payments, as stated on their monthly utility invoice.
- 4.5 Monthly utility invoices serves as notice for payment on the stipulated date. The Service Provider is therefore not obligated to carry out additional procedures to request outstanding payments, as the invoice already contains all the relevant information required.
- 4.6 The consumer/owner is not allowed to withhold payments if no invoice has been received, and it is the consumer/ owner's responsibility to inform the Service provider if he/she does not receive their monthly utility invoice.
- 4.7 Monthly invoices can be paid via debit order to the Service Provider as well. A Debit Order Authorization form can be obtained from your local PEC Utility Management office, or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za).

### 5 VACATING OF PREMISES

- 5.1 A Vacating of Premises form needs to be completed and sent to the Service Provider no less than 14 (fourteen) days prior to the consumer/owner vacating the premises.
- 5.2 A Vacating of Premises form can be obtained from your local PEC Utility Management office, or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za).
- 5.3 A consumer/owner will be held responsible for the full payment of utility invoices until such time that the Service Provider has received the Vacating of Premises form.

### 6 CREDIT CONTROL

- 6.1 It is agreed between the parties that the Service Provider will be entitled to disconnect electricity supply in the following instances:
  - 6.1.1 where the consumer/owner fails to sign and complete the Agreement; and/or
  - 6.1.2 where the consumer/owner's utility invoice payment does not reflect on the Service Provider's bank statement on or before the payment due date; and/or
  - 6.1.3 where the consumer/owner's utility payment does not reflect the full amount owing; and/or
  - 6.1.4 non-payment and/or short-payment of the required risk deposit; and/or
  - 6.1.5 in the event of the Service Provider suspecting and/or proving that metering equipment has been tampered with; and/or
  - 6.1.5 where the consumer/owner has acquired utility supply illegally;
  - 6.1.6 in the event of the provision of false information by the consumer/owner in the Agreement.
- 6.2 Reconnections of utilities will only be carried out during business hours, and may take up to 48 business hours after payment has been received by the Service Provider.
- 6.3 In the event where a consumer/owner defaults on their utility account, credit control action will be instituted for the collection of outstanding amounts. A credit control action fee will be charged to the account holder's account for any credit control notices sent. A disconnection and/or reconnection fee and an increased risk deposit (where applicable) will be payable should the Service Provider disconnect the supply due to non/short payment.
- 6.4 A consumer/owner who fails to make timely payments as per their monthly utility invoice, accepts that they may be listed with the National Credit Bureau. An administration fee will be charged for the listing procedure, for which the consumer/owner will be liable for.
- 6.5 In the event of it being necessary to institute legal action against the consumer/owner in order to enforce the terms of this Agreement, the consumer/owner hereby consents to the jurisdiction of the Magistrate's Court in terms of the provisions of Section 45 of the Magistrate's Courts Act, irrespective of the amount of the claim and will also be liable to pay all legal fees incurred on an attorney and own client scale.
- 6.6 Should the consumer/owner enter into an Acknowledgement of Debt & Payment Agreement with the Service Provider, such agreement will serve as a legally binding document and must be adhered to with the conditions as set out in such agreement.
- 6.7 The Service Provider cannot be held liable for any form of loss or damage suffered due to:
  - 6.7.1 the disconnection of electricity supply as a result of non-payment or short payment; and/or
  - 6.7.2 the disconnection of electricity for non-allocation of payments, due to incorrect reference numbers used; and/or
  - 6.7.3 the disconnection of electricity supply due to non-payment of risk deposits; and/or
  - 6.7.4 the disconnection of electricity supply due to tampering of metering equipment.

### 7 METERING EQUIPMENT

- 7.1 The Service Provider is entitled reasonable access to the premises for the connection / disconnection of services, reading of meters, inspections, maintenance and/or repairs of meters.
- 7.2 It is illegal to tamper with any metering equipment and unauthorized entrance to a meter room / enclosure is strictly prohibited.
- 7.3 In cases where it can be proven that metering equipment has been tampered with, or where electricity / water has been illegally acquired, the supply to the premises will be terminated and the Service Provider will impose a tampering fee for which the consumer/owner will be liable.

### 8 POPI ACT

- 8.1 The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.
- 8.2 The consumer/owner is responsible to provide the Service Provider with any updates and/or information pertaining to new and/or additional contact information, to ensure an accurate client profile and communication. A Change of Personal Details form can be obtained from your local PEC Utility Management office, or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za).

### 9 SURETY AND WARRANTY

- 9.1 Where the consumer/owner is a legal entity, the person signing this Agreement binds himself in person as surety and co-principal debtor, in solidum jointly and severally with the consumer/owner for all amounts due or obligations arising from the terms of this Agreement.
- 9.2 I/we renounce the benefits arising from the legal exceptions, exclusion, division, cession of action, errore calculi non causa debiti, revision of accounts and no value received, with the meaning of which I declare myself to be fully acquainted.
- 9.3 Where the consumer/owner is a legal entity, the person signing this Agreement warrants that he/she is duly authorised thereto.

I hereby confirm that I have read and understood the contents of this Agreement, and I fully agree to these Terms and Condition contained herein.

Name & Surname

Signature

Building Name

Date

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Unit No