

# PEC Utility Management (Pty) Ltd

Company Reg No 2004/032820/07

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## TERMS & CONDITIONS - SMART PREPAID E-WALLET

### 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 acknowledge and accepts that these "Terms and Conditions" read together with the agreement constitutes the whole agreement (hereinafter referred to as "the Agreement") between the consumer/owner and the Service Provider, 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.
- 1.5 The Service Provider will, upon signing of the Agreement by the consumer/owner, render and/or deliver the requested services of this Agreement.
- 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 ceases to consume utilities at the premises. Please see section 4 below for the Vacating of Premises procedure.
- 1.7 The Service Provider operates according to the official by-laws of the Local Supply Authority.
- 1.8 If the consumer at any stage consumed water and/or electricity supply 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 consumer's indebtedness.

### 2 TARIFFS

The tariffs applied to the consumer/owner are 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 PAYMENTS

- 3.1 The consumer/owner is responsible for using the correct reference number (as given) when making payments.
- 3.2 The consumer/owner acknowledge that failure to purchase and maintain a sufficient prepaid credit balance in respect of electricity, water and sewer (as applicable), and any other agreed upon services between the Service Provider and the landlord/owner, shall result in services discontinued.
- 3.3 Allowance of 48 hours after payment has been made from a bank other than ABSA needs to be taken in to consideration. No allocation will be done if amounts paid does not reflect on the Service Provider's bank statement. Please note that if payments are done on public holidays, or over weekends, the time for the paid amounts to reflect on the Service Provider's bank statement may be subject to additional delays.
- 3.4 If payment has been made using the incorrect reference number, the automatic payment allocation will not take place, and manual payment allocation needs to be done through the Service Provider. This will result in delays allocating payments and credits reflecting to and in the e-wallet.
- 3.5 The Service Provider cannot be held liable for any form of loss or damage suffered due to the disconnection of utilities as a result of non-payment or the non-allocation of payments, due to the incorrect reference numbers used.

### 4 VACATING OF PREMISES

- 4.1 A Vacating of Premises form needs to be completed and sent to the Service Provider not less than 14 days prior to the consumer vacating the premises.
- 4.2 Vacating of Premises forms can be obtained from your local PEC Utility Management office, or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za)
- 4.3 A consumer/owner will be held responsible for the full consumption on the meter/s until such time that the Service Provider has received the Vacating of Premises form.

### 5 THE SYSTEM

The consumer/owner shall:

- 5.1 Subscribe to and participate in the smart prepaid system rendered by the Service Provider, in order to obtain water, electricity and sewer (as applicable) supply to the premises;
- 5.2 comply with the vending requirements and guidelines (which is available on request) in respect of the installation, use, maintenance and operation of the smart prepaid system as well as funding of the e-wallet on the online platform;
- 5.3 ensure that no interference, tampering, changes and/or attempt to interfere, tamper and/or changes made to the smart prepaid meters or equipment;

- 5.4 accommodate a complete shut down as and when may be required by the property's managing entity and/or the Service Provider for purpose as required by the smart prepaid system;
- 5.5 take all reasonable steps, at your own cost, to protect your household equipment and content in the event of the smart prepaid system failing to perform or in the event of disconnection;
- 5.6 pay for any maintenance and/or repair costs which may be necessary in respect of the smart prepaid meters and/or equipment once the initial 24-month guarantee has expired (as applicable from date of meter installation);
- 5.7 pay all costs in the event of tampering or vandalism on the metering equipment; and
- 5.8 sufficiently fund the e-wallet in respect of the smart prepaid system as required. Any payment made by you shall first be allocated to any fixed charges and reconnection fees (if applicable), and thereafter as a credit balance allocated to your smart prepaid credit balance. Such prepaid balance will be reduced by consumption of electricity, water and sewer (as applicable) as metered by the smart prepaid meter.

### 6 METERING EQUIPMENT

- 6.1 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.
- 6.2 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.

### 7 RENT RECOVERY (IF APPLICABLE)

- 7.1 In the event where rent is payable through the wallet system, the monthly rental amount will be deducted first from the available balance in the consumer /owner's s wallet and only after deduction of the full rental amount, funds will be deducted for utilities and any other agreed upon services between the Service Provider and the landlord / owner.
- 7.2 In the event where there is not sufficient available funds in the consumer/owner's wallet to cover both rental and utility amounts, the utilities may be disconnected.
- 7.3 It is the consumer/owner's responsibility to ensure that there is enough credit available in the wallet to fund all withdrawals on a monthly basis.

### 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 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 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 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.

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Name & Surname

\_\_\_\_\_  
Signature

Date

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Building Name

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Unit No