



BUSINESS AGREEMENT FOR THE SUPPLY OF ELECTRICITY / WATER (See below Terms & Conditions)

Please complete, sign and submit this agreement 3 working days before electricity is required during office hours together with clear copies of the following documents:

- our Terms and conditions
- company registration documents
- owner/director's ID
- page of lease agreement (specifying the date of occupation) and
- proof of deposit payment.

DEPOSIT: R 4 945.00 minimum (or as otherwise stipulated)

All other commercial consumers please contact our offices to confirm the amount payable. Please note that a surety document may be required as additional security.

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.

BANKING DETAILS:

PEC Utility Management (Pty) Ltd I ABSA Bank I Branch code 632 005
 Current account I Account number 000 176 214

PLEASE USE REFERENCE:

DEP + Unit no. + Building name

APPLICANT DETAILS:

Business type Close Corporation (Pty) Ltd Sole Proprietor Trust Partnership

Occupant status Owner of unit Tenant Body Corporate/ Managing agent/ Landlord

Business name

Trading as

Company reg. number VAT reg. number

(Please submit copy of company registration and ID documents)

Postal address
 Code

Preferred account delivery Email and postal delivery Only email delivery Only postal delivery

Company email address

Person responsible for account

Telephone number () Cellular number

Facsimile number ()

Name of landlord

Contact number of landlord () Date lease expires

ELECTRICITY / WATER TO BE SUPPLIED TO THE FOLLOWING PREMISES:

Building name Unit number

Physical Address

Suburb Code

Occupation date Switch on date

I/We herewith apply for the provision of electricity/water supply to the premises described above. I/We certify that the above information is true and correct to my/our knowledge. I/We accept that any false representation may lead to the immediate termination of services that may be rendered to the applicant in any agreement entered into with PEC Utility Management as result of this application. By signing this application, I/we confirm that I/we have read, understood and agree to the Terms and Conditions of the service provider, PEC Utility Management (Pty) Ltd.

First Meter Readings kWh
 kWh
 kL

Signed on this (day) of (month) 20 (year)

 Surety and Co-principal Debtor

 Full names & surname (PLEASE PRINT)

 Position in Company

 Department

TERMS & CONDITIONS

1. PEC Utility Management (Pty) Ltd is duly registered in accordance with the laws of RSA, with details as set out on the Application Form, including its successors-in-title or permitted assigns.
2. Upon acceptance of this application by PEC, an agreement will come into existence between PEC and the Customer on the terms contained herein.
3. The Consumer acknowledges and accepts that these "Terms and Conditions" read together with the contents of the "Application" constitutes the whole agreement (hereinafter referred to as "the Agreement") and was read and understood.
4. PEC will upon entering into an Agreement with the Consumer render and/or deliver the requested services and deliver to the Consumer a monthly utility invoice for its consumption of the period specified in such monthly utility invoice.
5. The Consumer 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 ceases to consume electricity at the premises.
6. PEC is entitled to access to and from the premises for connection or disconnection of services, inspections, maintenance, and/or repairs.
7. The reading of an electricity/water meter shall be prima facie proof of the Consumer's consumption on the premises and it will be incumbent upon the Consumer to prove otherwise. A certificate issued by any manager of PEC setting out the consumption of either water and/or electricity and stipulating the amount owed by the Consumer constitutes prima facie proof of the indebtedness of the Consumer to PEC.
8. Business hours of PEC shall be from Mondays to Fridays, 08h00 – 16h30.
9. No changes to this Agreement will be valid unless reduced to writing and signed by both parties.

Tariffs

10. The tariffs applied by PEC will be according to those of the Local Supply Authority, as amended from time to time in accordance with the statutory and other provisions prescribed National Energy Regulator of South Africa (NERSA).

Undertakings and responsibilities of Consumer

11. PEC will accept and assume the installed capacity to the Consumer's premises as the relevant supply size when determining the applicable tariff (known as Consumer's Notified Maximum Demand (NMD)). It is therefore accepted that the installed supply size is agreed between the Consumer and the relevant Landlord. It remains the Consumer's responsibility to apply for a reduced capacity with the Landlord, provided that:
 - 11.1 It is allowed by the Landlord and in accordance with the terms of the relevant lease agreement;
 - 11.2 Any reduction in a Consumer's NMD will be done in accordance to the NMD rules as set out by the Local Supply Authority;
 - 11.3 It will not affect the operational ability of the Consumer;
 - 11.4 The supply size is reduced by changing the circuit breaker size; and
 - 11.5 That all electrical installation rules according to SANS10142 are abided by.
12. All payments due to PEC are payable on or before the due date as stipulated on the Consumers' monthly utility invoice.
13. Interest is payable in respect of all amounts older than 30 days at a rate of 2% per month calculated on the outstanding amount up until date of final payment. Any amount paid will first be utilized in reduction of outstanding debt.
14. The Consumer must supply PEC with written notice of not less than 14 days prior to it vacating the premises.
15. The Consumer is responsible for using the correct reference number, (as it appears on the monthly utility invoice) when making payment.
16. In the event of any dispute pertaining to a reading and/or 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 due charges in full whilst the matter is being investigated.
17. The Consumer is not allowed to withhold payments if and when the Consumer has not received a utility invoice/statement in any predetermined way.
18. The Consumer remains responsible to inform PEC it does not receive a monthly utility invoice.
19. The Consumer is responsible to provide PEC with any updates and/or information pertaining to new and/or additional contact information, to ensure an accurate client profile and communication.
20. Options for debit order payments are available and can be requested from PEC's website address on the utility invoice, being – www.pecutilities.co.za.
21. The Consumer shall be prohibited from entering the meter room/enclosure as well as tampering with any metering equipment.
22. The Consumer will at all reasonable times grant PEC access to and from the premises for connection or disconnection of services, inspections, maintenance, and/or repairs.

Deposits

23. PEC is entitled to collect a risk deposit from the Consumer, which is calculated in accordance with the relevant Consumer qualification, unless otherwise agreed upon in writing.
24. Deposits are non-interest bearing and are subject to revision. Should the Consumer pose a risk due to poor or non-payment, the said Consumer will, upon receipt of such a request by PEC, be liable to pay an increased non-interest bearing deposit to PEC as security for the due payment of the account of the Consumer.
25. Deposits are refundable within 45 days after the following conditions have been met:
 - 25.1 Upon receipt of a written notification for the cancellation of this application being 14 days prior to vacating the premises by the Consumer; and/or
 - 25.2 The Consumer settling the final utility invoice in full.

Credit Control

26. It is agreed between the parties that PEC will be entitled to disconnect electricity supply in the following instances:
 - 26.1 Where the Consumer fails to sign and complete the Agreement;
 - 26.2 Where the Consumer fails to make payments of the monthly utility invoice and remains in default after receipt of a written or text (sms) notice to effect payment within 10 days from receipt thereof;
 - 26.3 Non-payment and/or short-payment of the required risk deposit;
 - 26.4 In the event of PEC suspecting and / or proving that metering equipment has been tampered with;
 - 26.5 Where the Consumer has illegally acquired electricity or water supply.
 - 26.6 If at any stage the Consumer have received 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, PEC will be entitled to calculate the average usage 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. The same procedure as in clause 7 above shall apply mutatis mutandis.
27. In the event of the Consumer failing to comply with paragraph 12 above, it accepts that it may be listed with the National Credit Bureau. An administration fee will be charged for the listing procedure.
28. A fee will be imposed on the Consumers' account for any credit control action that is taken.
29. Besides the credit measures above, PEC shall not be obliged to carry out additional procedures to request outstanding payments and any such additional procedures to request outstanding payments will not prejudice any of their rights.
30. Reconnections are only carried out during business hours and may take up to 48 hours.
31. In the event of it being necessary to institute legal action against the Consumer in order to enforce the terms of this agreement, the Consumer 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 also consents to legal fees being charged on an attorney and client scale.

Termination of service

32. PEC is entitled to terminate supply to the premises, under either of the following conditions:
 - 32.1 Non-payment of the utility invoice on/or before the due date;
 - 32.2 Non-payment/short-payment of the required risk deposit;
 - 32.3 Written instruction from the Landlord;
 - 32.4 In the event of the provision of false information by the Consumer on the Application.

Surety

33. Upon my signature below, I (full names) of (Address) bind myself as surety for the Consumer to PEC for the due performance by the Consumer of all its obligations in terms of The Agreement.

Client signature
Client name and surname

_____ Date