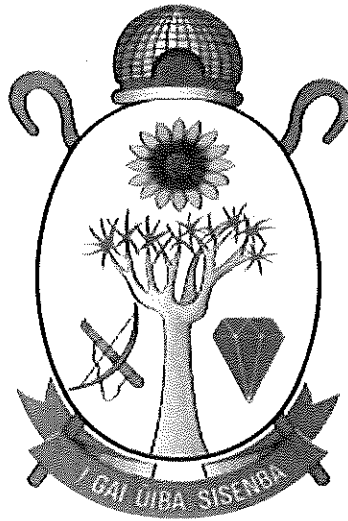


# **NAMA KHOI MUNICIPALITY**



## **CREDIT CONTROL AND DEBT COLLECTION POLICY**

**2023/24**

**VERSION 1**

## CONTENTS

1	PREAMBLE.....	4
2	PURPOSE.....	4
3	SCOPE OF APPLICATION .....	5
4	LEGISLATIVE AND POLICY FRAMEWORK.....	5
5	DEFINITIONS.....	6
6	PRINCIPLES .....	13
7	SUPERVISORY AUTHORITY .....	13
8	IMPLEMENTING AUTHORITY.....	14
9	UNSATISFACTORY LEVELS OF INDEBTEDNESS .....	15
10	APPLICATION FOR THE PROVISION OF MUNICIPAL SERVICES.....	15
10.1	APPLICATION PROCESS AND RELATED ARRANGEMENTS .....	15
10.2	CUSTOMER DEPOSITS .....	17
11	ACCOUNTS AND BILLING.....	18
11.1	GENERAL ARRANGEMENTS .....	18
11.2	PROPERTY RATES.....	19
11.3	ELECTRICITY CHARGES.....	19
11.4	WATER CHARGES.....	20
11.5	REFUSE AND SEWER CHARGES.....	20
11.6	SUNDRY CUSTOMER ACCOUNTS.....	21
12	TERMINATION AND FINAL ACCOUNTS.....	21
12.1	TERMINATION OF SERVICES.....	21
12.2	FINAL ACCOUNTS .....	22
13	METERING OF MUNICIPAL SERVICES .....	22
14	PAYMENT OF ACCOUNTS .....	26
15	ENQUIRIES, DISPUTES AND APPEALS .....	26
15.1	QUERIES.....	27
15.2	DISPUTES .....	27
15.3	APPEALS.....	29
16	NON-PAYMENT BY DUE DATE .....	29
16.1	GENERAL PROCEDURE.....	30
16.2	LIMITATION, DISCONNECTION OR DISCONTINUATION OF SUPPLY .....	30
16.3	INTEREST ON ARREAR DEBT.....	35
17	DEBT COLLECTION .....	35
17.1	GENERAL DEBT COLLECTION ARRANGEMENTS .....	35
17.2	RECOVERY OF RATES FROM OWNERS, TENANTS, OCCUPIERS AND AGENTS.....	36
17.3	HANDOVER OF DEBT TO DEBT COLLECTORS .....	37
17.4	HANDOVER OF DEBT TO ATTORNEYS FOR LEGAL COLLECTION .....	38
17.5	WITHHOLDING OR OFFSETTING GRANTS-IN-AID.....	39

17.6	RATES CLEARANCE CERTIFICATES AND SECTION 118 OF THE MUNICIPAL SYSTEMS ACT .....	40
17.7	DOCUMENTATION REQUIRED FOR SUNDRY ITEMS.....	41
17.8	OTHER DEBT COLLECTION METHODS AND GENERAL POWERS.....	42
18	ARRANGEMENTS TO PAY AREAR DEBT .....	43
18.1	ARRANGEMENTS TO PAY OUTSTANDING AND DUE AMOUNTS IN CONSECUTIVE INSTALMENTS - RESIDENTIAL HOUSEHOLDS .....	43
18.2	NONE-WRITTEN AGREEMENTS.....	45
18.3	WRITTEN AGREEMENTS.....	45
18.4	DISCRETION NEGOTIABLE AMOUNTS: AGREEMENTS.....	46
18.5	NON-ADHERENCE TO ARRANGEMENTS.....	46
19	ARREARS AND DEBT ACCUMULATED PRIOR TO THE DATE OF REGISTRATION AS AN INDIGENT CUSTOMER .....	46
20	DEBT OF DECEASED OWNERS .....	47
21	STAFF AND COUNCILLORS - PAYMENT OF ARREARS .....	47
22	ADMINISTRATION ORDERS - PAYMENT OF ARREARS .....	47
23	WRITING OFF OF IRRECOVERABLE DEBT .....	47
24	CERTIFICATES REQUIRED FOR TENDERS .....	48
25	PRIMA FACIE EVIDENCE .....	48
26	OFFENCES AND PENALTIES.....	48
27	PROPERTY MANAGEMENT LEASES .....	50
28	POWER OF ENTRY AND INSPECTION.....	50
29	NOTICES.....	51
30	BY-LAWS .....	51
31	PUBLICATION OF POLICY .....	52
32	MISCONDUCT .....	52
33	CONFLICT .....	52
34	DELEGATIONS.....	52
35	RESPONSIBILITY FOR IMPLEMENTATION.....	52
36	REPORTING ON PERFORMANCE MANAGEMENT.....	52
37	MONITORING AND EVALUATION.....	53
38	REVIEW AND AMENDMENTS .....	53
39	EFFECTIVE DATE .....	53
40	POLICY APPROVAL.....	53

## **1 PREAMBLE**

1.1. The Municipality acknowledges that –

- (a) section 152(1)(b) of the Constitution provides that one of the objects of local government is to ensure that the provision of services to communities occurs in a sustainable manner;
- (b) section 4(1)(c) of the Local Government: Municipal Systems Act 32 of 2000 provides that the Council has the right to finance the affairs of the Municipality by charging fees for services, imposing surcharges on fees, rates on property and, to the extent authorised by national legislation, other taxes, levies and duties;
- (c) section 5(1)(g) read with subsection (2)(b) of the Local Government: Municipal Systems Act 32 of 2000 provides that members of the local community have the right to have access to municipal services which the Municipality provides, provided that, where applicable and subject to the Indigent Support Policy, pay promptly for services fees, surcharges on fees, other taxes, levies and duties imposed by the Municipality; and
- (d) Chapter 9 of the Local Government: Municipal Systems Act 32 of 2000 provides for customer care management and debt collection responsibilities of the Municipality, the broad contents of this Policy, by-laws to give effect to this Policy, as well as the supervisory authority and implementing authority of this Policy, respectively,

and the Municipality hereby provides the Credit Control and Debt Collection Policy to give effect to the above.

## **2 PURPOSE**

2.1 The purpose of this Policy is to –

- (a) focus on all outstanding debt as raised on a customer's account;
- (b) provide for a uniform credit control, debt collection and indigent policy framework throughout the Municipality;
- (c) facilitate implementation of this Policy throughout the Municipality;

- (d) promote a culture of good payment habits amongst customers and instil a sense of responsibility towards the payment of municipal accounts and reduction of municipal debt;
- (e) ensure that the Municipality uses innovative, cost effective, efficient and appropriate methods to collect as much of the debt in the shortest possible time without any interference in the process; and
- (f) ensure that the Municipality effectively and efficiently deal with defaulters in accordance with the terms and conditions of this Policy.

### **3 SCOPE OF APPLICATION**

- 3.1 This Policy applies to all administrations within the defined boundaries of the Nama Khoi Municipality and all customers of such administrations.
- 3.2 The Policy is enshrined in terms of the Local Government: Municipal Systems Act 32 of 2000 and is binding on the public, municipal officials and councillors of the Municipality and no interference in any of the processes provided for in the Policy is permitted.
- 3.3 This Policy is applicable until such time as it is reviewed and any revisions to this Policy approved by Council.
- 3.4 All acts performed in terms of the Policy will not be invalidated due to the timing differences between approval and promulgation. All acts performed as mentioned in the previous paragraph will be ratified with the promulgation of this Policy.
- 3.5 The Municipality reserves the right to differentiate between different categories of customers, debtors, services or service standards when applying this Policy. The Municipality will in the application of this Policy avoid unfair discrimination as contemplated in the Constitution.

### **4 LEGISLATIVE AND POLICY FRAMEWORK**

The legislative and policy framework for this Policy includes –

- Constitution of the Republic of South Africa Act, 1996
- Deeds Registry Act 47 of 1937
- Electricity Regulation Act 4 of 2006
- Land Survey Act 8 of 1977
- Local Government: Disciplinary Regulations for Senior Managers, 2010

- Local Government: Municipal Demarcation Act 27 of 1998
- Local Government: Municipal Finance Management Act 56 of 2003
- Local Government: Municipal Property Rates Act 6 of 2004
- Local Government: Municipal Structures Act 117 of 1998
- Local Government: Municipal Systems Act 32 of 2000
- Occupational Health and Safety Act 85 of 1993
- Property Practitioners Act 22 of 2019
- Sectional Titles Act 95 of 1986
- Water Services Act 108 of 1997
- Nama Khoi Municipality Delegation Policy
- Nama Khoi Municipality Indigent Support Policy
- Nama Khoi Municipality Property Rates Policy
- Nama Khoi Municipality Tariff Policy
- Nama Khoi Municipality Tariffs, Credit Control and Debt Collection By-Law
- Nama Khoi Municipality Writing Off of Irrecoverable Debt Policy

## 5 DEFINITIONS

In this Policy, unless the context dictates otherwise, any word or expression to which a meaning has been assigned in the Local Government: Municipal Systems Act 32 of 2000 has that meaning, unless the context indicates otherwise, and –

**“account”** means an account rendered specifying charges for municipal services provided by the Municipality, or any authorised and contracted service provider, and which account may include assessment rates levies;

**“accounting officer”** means the Municipal Manager;

**“annual budget”** means the budget approved by the municipal council for any particular financial year, and shall include any adjustments to such budget;

**“annually”** means once every financial year;

**“arrangement”** means an agreement entered into between the Municipality and a customer where specific repayment parameters are agreed to. Such arrangement does not constitute a credit facility envisaged in terms of section 8(3) of the National Credit Act but is deemed to be incidental credit as envisaged in terms of section 4(6)(b) read with section 5(2) and (3) of the Act;

**“arrears”** means those rates and service charges that have not been paid by the due date and for which no arrangement has been made;

**“authorised representative”** means a person or instance legally appointed by the Municipality to act or to fulfil a duty on its behalf;

**“basic municipal services”** means municipal services necessary to ensure an acceptable and reasonable quality of life, which service, if not provided, would endanger public health or safety or the environment;

**“By-law”** means legislation passed by the council of the Municipality, and which is binding on the Municipality and on the persons and institutions to which it applies;

**“calendar year”** means 12 consecutive months of a financial year;

**“Chief Financial Officer”** means the person appointed as the Chief Financial Officer of the Municipality;

**“consolidated account”** means an account which is a consolidation of any separate accounts of a person who is liable for payment to the Municipality;

**“Council”** means the Municipal Council of Nama Khoi Municipality established in terms of section 157(1) of the Constitution;

**“councillor”** means a member of the Council of the Nama Khoi Municipality, and includes, but is not limited to, the Mayor and the Speaker;

**“credit control”** means all the functions relating to the collection of monies owed by ratepayers and the users of municipal services;

**“customer”** means the occupier of any premises to which the Municipality has agreed to supply or is actually supplying municipal services, or if no occupier can be identified or located, then the owner of the premises and includes any customer of the Municipality;

**“day”** means calendar day, inclusive of Saturdays, Sundays and public holidays;

**“debt collector”** means an external person or entity appointed by the Municipality to collect monies due and payable to the Municipality, subject to the conditions contained herein;

**“defaulter”** means any person who owes arrears to the Municipality;

**“Disciplinary Regulations for Senior Managers”** means the Local Government: Disciplinary Regulations for Senior Managers, 2010;

**“due date”** in relation to –

- (a) rates due in respect of any immovable property, means –
  - (i) the 30<sup>th</sup> day of September of the financial year for which such rate is made, in the case where rates are levied on an annual basis;
  - (ii) the date for payment indicated on the account, in the case where rates are levied on a monthly basis; or
  - (iii) any other date determined by Council in terms of a public notice in the Provincial Gazette; and
- (b) service charges due in respect of any immovable property, means the date for payment indicated on the account, provided that the due date for any service charges means the 25<sup>th</sup> day of each month. September in the case where service charges are levied annually; and
- (c) should such day fall on a Saturday, Sunday or public holiday the due date is the next working day;

**“electricity charges”** means service charges in respect of the provision of electricity;

**“Electricity Regulation Act”** means the Electricity Regulation Act 4 of 2006;

**“financial year”** means the period starting from 1 July in any year and ending on 30 June of the following year;

**“immovable property”** also includes –

- (a) an undivided share in immovable property, and
- (b) any right in immovable property;

**“implementing authority”** means the Municipal Manager or his or her nominee, acting in terms of section 100 of the Local Government: Municipal Systems Act 32 of 2000;

**“indigent customer”** means the head of an indigent household –



- (a) who applied for and has been registered as an indigent customer in terms of Indigent Support Policy; and
- (b) who applied for indigent support in terms of the Indigent Support Policy on behalf of all members of his or her household;

**“Indigent Support Policy”** means the Indigent Support Policy adopted by the Council of the Municipality;

**“interest”** means the charge levied on arrears, calculated as the prime rate charged by the bank which holds the Municipality's primary bank account, plus one percent or such other percentage as may be determined by Council from time to time;

**“local community”** in relation to the Municipality –

- (a) means that body of persons comprising –
  - (i) the residents of the Municipality; the rate payers of the Municipality;
  - (ii) the rate payers of the Municipality;
  - (iii) any civic organisations and non-governmental, private sector or labour organisations or bodies which are involved in local affairs within the Municipality; and
  - (iv) visitors and other people residing outside the Municipality, who, because of their presence in the Municipality, make use of services or facilities provided by the Municipality; and
- (b) includes, more specifically, the poor and other deprived sections of such body of persons;

**“Magistrates Court Act”** means the Magistrates Court Act 32 of 1944;

**“Manager: Income”** means the senior official in a division of the Municipality's Finance Department, overall responsible for the collection of monies owed to the Municipality;

**“month”** means one of twelve months of a calendar year;

**“monthly average consumption”** means the monthly average consumption in respect of a property calculated on the basis of consumption over the preceding or succeeding 12 months;

**“Municipal Manager”** means the Municipal Manager contemplated in section 54A of the Local Government: Municipal Systems Act 32 of 2000;

**“Municipal Property Rates Act”** means the Local Government: Municipal Property Rates Act 6 of 2004;

**“municipal services”** means services provided either by the Municipality or by an external agent on behalf of the Municipality in terms of a service delivery agreement;

**“Municipal Systems Act”** means the Local Government: Municipal Systems Act 32 of 2000;

**“municipal tariff”** means a tariff for services which the Municipality may set for the provision of a service to the local community and may include a surcharge on such service, and **“tariff”** has a corresponding meaning. Tariffs for major services means tariffs set for the supply and consumption or usage of electricity, water, sewerage and refuse removal, and minor tariffs shall mean all other tariffs, charges, fees, rentals or fines levied or imposed by the Municipality in respect of other services supplied including services incidental to the provision of the major services;

**“Municipality”** means the Nama Khoi Municipality;

**“municipal area”** means the geographic area, determined in terms of the Local Government: Municipal Demarcation Act 27 of 1998 as the municipal area pertaining to the Municipality;

**“occupier”** means any person who occupies, controls or resides on any premises, or any part of any premises without regard to the title under which he or she so occupies it;

**“pay point”** means any municipal office in the area of jurisdiction of the Municipality designated by Council for such purposes, or any such other places as the Chief Financial Officer may from time to time designate;

**“person”** means a natural and juristic person, including any department of state, statutory bodies or foreign embassies;

**“premises”** includes any piece of land, the external surface boundaries of which are delineated on –

- (a) a general plan or diagram registered in terms of the Land Survey Act 8 of 1977 or in terms of the Deeds Registry Act 47 of 1937; or

- (b) a sectional plan registered in terms of the Sectional Titles Act 95 of 1986, and which is situated within the area of jurisdiction of the Municipality;

**“prescribed”** means prescribed by this Policy and where applicable by Council or the Municipal Manager;

**“Property Practitioners Act”** means the Property Practitioners Act 22 of 2019;

**“property”** means immovable property registered in the name of a person, including, in the case of a sectional title scheme, a sectional title unit registered in the name of a person;

**“public holiday”** means any day that is a public holiday in terms of the Public Holidays Act 36 of 1994;

**“ratepayer”** means a person who is liable to the Municipality for the payment of –

- (a) rates on property in the Municipality;
- (b) any other tax, duty or levy imposed by the Municipality; and/or
- (c) fees for services provided either by the Municipality or in terms of a service delivery agreement.

**“rates”** means municipal rates on property envisaged in section 229(1) of the Constitution read with the Local Government: Municipal Property Rates Act 6 of 2004 and the Local Government: Municipal Finance Management Act 56 of 2003;

**“rebate”** in relation to a rate payable on a property, means a discount granted in terms of section 15 of the Local Government: Municipal Property Rates Act 6 of 2004 on the amount of the rate payable on the property;

**“refuse charges”** means service charges in respect of the collection and disposal of refuse;

**“registered owner”** means the person, natural or juristic, in whose name the property is registered in terms of the Deeds Registry Act 47 of 1937;

**“residential property”** means a property included in the valuation roll in terms of section 48(2)(b) of the Local Government: Municipal Property Rates Act 6 of 2004 as residential, and furthermore means improved property that –

- (a) is used predominantly (60% or more) for residential purposes, including any adjoining property registered in the name of the same owner and used together with such residential property as if it were one property (any such grouping shall be regarded as one residential property for rate rebate or valuation reduction purposes, if still used dominantly for residential purposes);
- (b) is a unit registered in terms of the Sectional Title Act and is used predominantly for residential purposes;
- (c) is owned by a share-block company and is used predominantly for residential purposes;
- (d) is a residence used for residential purposes situated on a property used for educational purposes;
- (e) is property which is included as residential in a valuation list in terms of section 48(2)(b) of the Act;
- (f) are retirement schemes and life right schemes used predominantly (60% or more) for residential purposes; and
- (g) are vacant properties (empty stands), hotels, hostels, old-age homes and accommodation establishments, irrespective of their zoning or intended use, have been specifically excluded from this property category;

**“responsible person”** means any person other than the registered owner of an immovable property who is legally responsible for the payment of municipal service charges;

**“service charges”** means the fees levied by the Municipality in terms of the Tariff Policy for any municipal services rendered in respect of an immovable property and includes any penalties, interest or surcharges levied or imposed in terms of this Policy;

**“service delivery agreement”** means an agreement between the Municipality and an institution or person contemplated in section 76(b) of the Local Government: Municipal Systems Act 32 of 2000;

**“sewerage charges”** means service charges in respect of the provision of sewerage collection and treatment of infrastructure; and

**“Water Services Act”** means the Water Services Act 108 of 1997.

## **6 PRINCIPLES**

6.1 The principles of credit management in the Municipality are as follows:

- (a) The administrative integrity of the Municipality must be maintained at all times.
- (b) This Policy must have the full support of Council.
- (c) Councillors must have full knowledge of the implementation and enforcement of this Policy.
- (d) Customers must be informed of the contents of this Policy.
- (e) Customers must apply for services from the Municipality by completing the prescribed application form.
- (f) Customers must receive regular and accurate accounts that indicate the basis for calculating the amounts due. Customers are entitled to have the details of accounts explained upon request.
- (g) Customers must pay their accounts regularly by the due date.
- (h) Customers are entitled to reasonable access to pay points and to a variety of reliable payment methods.
- (i) Customers are entitled to efficient, effective and reasonable responses to appeals, and may not suffer any disadvantage during the processing of a reasonable appeal.
- (j) Debt collection action must be instituted promptly, consistently and effectively without exception and with the intention of proceeding until the debt, including the cost of collection, is recovered.
- (k) It is the duty of all customers to ensure that they have the correct information regarding all due amounts.

## **7 SUPERVISORY AUTHORITY**

7.1 The Executive Mayor oversees and monitors –

- (a) the implementation and enforcement of this Policy; and

(b) the performance of the Municipal Manager in implementing this Policy.

7.2 The Executive Mayor must, at least once a year, perform an evaluation or review of this Policy in order to improve the efficiency of the Municipality's credit control and debt collection mechanisms, processes and procedures, as well as the implementation of this Policy.

7.3 The Executive Mayor must submit a report to Council regarding the implementation of this Policy at such intervals as Council may determine.

## **8 IMPLEMENTING AUTHORITY**

8.1 The Municipal Manager –

- (a) implements and enforces this Policy;
- (b) is accountable to the Executive Mayor for the enforcement of this Policy and must submit a report to the Executive Mayor regarding the implementation and enforcement of this Policy at such intervals as may be determined by Council;
- (c) must establish effective administration mechanisms, processes and procedures to collect money that is due and payable to the Municipality;
- (d) must, where necessary, make recommendations to the Executive Mayor with the aim of improving the efficiency of the credit control and debt collection mechanisms, processes and procedures;
- (e) must establish effective communication between the Municipality and account holders with the aim of keeping account holders abreast of all decisions by Council that may affect account holders;
- (f) must establish customer service centres located in such communities as may be determined by the Municipal Manager in consultation with the Executive Mayor; and
- (g) must convey to account holders information relating to the costs involved in service provision and how funds received for the payment of services are utilised. The services of local media may be utilised to convey such information.

- 8.2 The Municipal Manager may, in writing, delegate any of the powers entrusted or delegated to him or her in terms of this Policy to the Chief Financial Officer, provided that such a delegation –
- (a) must be performed in terms of, and is subject to, the Delegation Policy;
  - (b) is subject to any limitations or conditions that the Municipal Manager may impose;
  - (c) may authorise the Chief Financial Officer in writing, to sub-delegate duties and responsibilities to the Manager: Income; and
  - (d) does not divest the Municipal Manager of the responsibility concerning the exercise of the delegated power.
- 8.3 The Chief Financial Officer is accountable to the Municipal Manager for the implementation, enforcement and administration of this Policy, and the general exercise of his powers in terms of this Policy.
- 8.4 The Manager: Income is accountable to the Chief Financial Officer for the sections of this Policy delegated to the Manager: Income in terms of section 82 of the Municipals Finance Management Act.

## **9 UNSATISFACTORY LEVELS OF INDEBTEDNESS**

- 9.1 If the level of indebtedness in a particular ward or part of the Municipality exceeds the level of the acceptable norm as determined in the Municipality's budget guidelines, the Executive Mayor must, without delay, advise the Councillor for that ward or part of the Municipality.
- 9.2 The Councillor concerned must without delay convene a meeting of the ward committee, if there is one, or convene a public meeting and report the matter to the committee or meeting for discussion and advice; and may make any appropriate recommendations to the Executive Mayor.

## **10 APPLICATION FOR THE PROVISION OF MUNICIPAL SERVICES**

### **10.1 APPLICATION PROCESS AND RELATED ARRANGEMENTS**

- 10.1.1 A customer who requires the provision of municipal services must apply for the service from the Municipality.

- 10.1.2 The application for the provision of municipal services must be made in writing on the prescribed application form that is provided by the Municipality.
- 10.1.3 The application for the provision of municipal services must be made by the registered owner of an immovable property.
- 10.1.4 The Municipality may not entertain an application for the provision of municipal services by a tenant of a property or any other person who is not the registered owner of the property.
- 10.1.5 In case of an existing arrangement where a tenant has an existing account, written permission of the registered owner may be requested from such owner by the Municipality. If such permission has been granted by the owner and the tenant is guilty of non-payment, the owner may as a last resort be held liable for the outstanding debt, except where the property concerned is owned by the Municipality.
- 10.1.6 The Municipality must provide an owner of a property in its jurisdiction with copies of accounts sent to the occupier of the property for municipal services supplied to such a property if the owner requests such accounts in writing from the Municipality.
- 10.1.7 An agent may, with a proxy from the registered owner, open an account in the name of such owner.
- 10.1.8 By completing the prescribed application form for the provision of municipal services, a customer enters into a service agreement with the Municipality. Such agreement does not constitute a credit facility envisaged in terms of section 8(3) of the National Credit Act, but constitutes incidental credit as envisaged in terms of section 4(6)(b) of the Act and to which the Act will only apply to the extent as stipulated in section 5 of the Act.
- 10.1.9 A service agreement with the Municipality must make provision for the following:
- (a) An undertaking by the occupier that he or she is liable for collection costs including administration fees, interest, disconnection and reconnection costs, and any other legal costs occasioned by his or her failure to settle accounts by the due date on an attorney/client basis;



- (b) An acknowledgement by the occupier that accounts become due and payable by the due date notwithstanding the fact that the owner did not receive the account;
- (c) The onus is on the occupier to ensure that he or she is in possession of an account before the due date; and
- (d) An undertaking by the Municipality that it must do everything in its power to deliver accounts timeously.

10.1.10 An application for the provision of municipal services must be made at least 14 days prior to the date on which the services are required to be connected.

10.1.11 After receipt of the application, the Municipality must take the reading of metered services linked to the property on the working day preceding the date of occupation.

10.1.12 The first account for services must be rendered after the first meter reading cycle to be billed following the date of signing the service agreement.

10.1.13 In the case of a new building being erected and a connection being made for the first time to the main service lines, the metering and levying of services actually consumed or received takes place as follows:

- (a) In the case of a builder's connection, basic electricity and sewer charges are levied with effect from the date when the connection is made to the main service line.
- (b) In the case of no builder's connection, basic electricity and refuse removal charges are levied with effect from the date of the Occupancy Certificate issued by the Building Control Section.
- (c) Any connection date between the 1<sup>st</sup> and 25<sup>th</sup> of the month is levied for a full month, and any connection date after the 25<sup>th</sup> of the month is levied from the 1<sup>st</sup> of the following month.

## **10.2 CUSTOMER DEPOSITS**

10.2.1 The customer deposit as prescribed by Council must be paid on application for the provision of municipal services.

- 10.2.2 No interest is paid on any deposit held by the Municipality.
- 10.2.3 The Chief Financial Officer may, in respect of business premises, accept an irrevocable bank guarantee in lieu of a deposit on application for the provision of municipal services by a business.
- 10.2.4 Existing customers moving to a new address are required to pay the prescribed customer deposit on application for the provision of municipal services at the new address.
- 10.2.5 The minimum deposit payable is determined annually by Council and published in the annual tariff list.
- 10.2.6 An aggrieved owner may, within a period of 21 days of having been notified of an increase in the minimum deposit payable, lodge an appeal against the decision of the Chief Financial Officer with the Municipal Manager.
- 10.2.7 The Municipal Manager must, in his or her capacity as the appeal authority and within a reasonable period –
- (a) consider the appeal;
  - (b) confirm, vary or revoke the decision of the Chief Financial Officer; and
  - (c) inform the aggrieved owner in writing.

## **11 ACCOUNTS AND BILLING**

### **11.1 GENERAL ARRANGEMENTS**

- 11.1.1 The Municipality must provide all customers with a monthly consolidated account for municipal services rendered, which account must be generated on a monthly basis in cycles of approximately 30 days.
- 11.1.2 The monthly consolidated account may include property rates charges, in which case such charges must comply with section 27 of the Municipal Property Rates Act.
- 11.1.3 All accounts are payable as above regardless of whether the customer has received the account or not. The onus is on the customer to obtain a copy of the account before the due date.

11.1.4 Accounts are rendered using conventional postal services, hand delivery at the premises, by means of email or by other electronic communication if available and requested by the customer.

11.1.5 All accounts must be rendered to the owner of a property as the Municipality holds such owner liable for payment of the account. Where the owner is deceased and the transfer processes are not finalised, the account remains in the name of the owner until such transfer takes effect, provided that the occupier of such property will be held liable for the use of such services.

## **11.2 PROPERTY RATES**

11.2.1 Property rates are billed annually and may be recovered annually or monthly, as determined by the Municipality.

11.2.2 Property rates which are billed and recovered annually must be billed in terms of the July account of each year.

11.2.3 Property rates may also be billed annually for a specific financial year but recovered in monthly instalments to assist customers. In the case of the consolidated account of a customer being in arrear during a specific financial year, the full amount becomes due and payable with immediate effect.

11.2.4 The methods to calculate property rates are determined annually by Council and published in the annual tariff list.

## **11.3 ELECTRICITY CHARGES**

11.3.1 The provisions of this Policy in respect of the supply of electricity to a customer constitute the payment conditions of the Municipality as licensee as contemplated in section 21(5) of the Electricity Regulation Act.

11.3.2 Availability charges for electricity, where applicable, are levied monthly for a specific financial year.

11.3.3 Service charges in respect of electricity, where applicable, must be determined in accordance with metered consumption.

11.3.4 Monthly accounts must be rendered –

- (a) for electricity availability, where applicable; and
  - (b) in the case of conventional credit meters, for electricity consumption,
- and a customer must effect payment thereof by the due date.

11.3.5 The tariffs to calculate the electricity charges are determined annually by Council and published in the annual tariff list.

#### **11.4 WATER CHARGES**

11.4.1 The provisions of this Policy in respect of the supply of water to a customer constitute the payment conditions of the Municipality as water services authority and water services provider as contemplated in sections 4 and 21 of the Water Services Act.

11.4.2 Availability charges for water, where applicable, are levied monthly for a specific financial year.

11.4.3 Service charges in respect of water, where applicable, must be determined in accordance with metered consumption.

11.4.4 Monthly accounts must be rendered –

- (a) for water availability, where applicable; and
  - (b) in the case of conventional credit meters, for water consumption,
- and a customer must effect payment thereof by the due date.

11.4.5 The tariffs to calculate the water charges are determined annually by Council and published in the annual tariff list.

#### **11.5 REFUSE AND SEWER CHARGES**

11.5.1 Refuse and sewer charges are billed monthly.

11.5.2 Availability charges for refuse and/or sewer, where applicable, are levied monthly for a specific financial year.

- 11.5.3 Refuse and sewer charges charged monthly are billed on the monthly accounts and the due date for the payment of the charges is indicated on the accounts.
- 11.5.4 The tariffs to calculate the refuse and sewer charges are determined annually by Council and published in the annual tariff list.
- 11.5.5 If a customer's house burns down or is otherwise destroyed, the refuse and sewerage will not be charged until a new structure has been built.
- 11.5.6 Where there is an alternative structure on the erf which is utilised and/or a new structure is erected, the refuse and sewer charges remain and clause 11.5.5 does not apply.

## **11.6 SUNDRY CUSTOMER ACCOUNTS**

- 11.6.1 The Municipality may render sundry customer accounts from time to time.
- 11.6.2 Any sundry customer account must be included in the monthly consolidated account produced by the Municipality.

## **12 TERMINATION AND FINAL ACCOUNTS**

### **12.1 TERMINATION OF SERVICES**

- 12.1.1 It is the responsibility of a customer to notify the Municipality when municipal services are no longer required due to the sale of property or where such property had been destroyed in a fire or otherwise.
- 12.1.2 Failure to notify the Municipality renders a customer liable for all service charges and interest thereon accumulated from the date when the premises are vacated to the date the Municipality becomes aware of such vacation.
- 12.1.3 A customer may terminate a service agreement by giving at least 21 days written notice to the Municipality of such termination.
- 12.1.4 The Municipality may terminate a service agreement by giving at least 21 days written notice to a customer where –
  - (a) municipal services were not utilised by such customer for a consecutive period of six months and without an arrangement to the satisfaction of the Municipality; or

- (b) the premises have been vacated by the customer concerned and no arrangement for the continuation of the agreement has been made with the Municipality.

12.1.5 A customer remains liable for all arrears and applicable charges that are payable for municipal services rendered prior to the termination of a service agreement.

12.1.6 Upon termination of a service agreement the supply will be disconnected and removed from the premises and the customer must re-apply for any such services.

12.1.7 Where a service agreement was terminated and the connections were removed, the basic charge in terms of the Tariff Policy and annual tariff list applies within the applicable financial year.

12.1.8 All costs in terms of the Tariff Policy and annual tariff list of the applicable financial year apply and must be paid before a reconnection may be executed.

## **12.2 FINAL ACCOUNTS**

12.2.1 Upon receipt of a customer's application for the termination of municipal services, the Municipality must –

- (a) take final readings in respect of metered municipal services;
- (b) prepare and render a final account;
- (c) appropriate the customer deposit for the reduction or settlement of any outstanding amount owed by the customer; and
- (d) return the full customer deposit or what is left of the customer deposit after such reduction or settlement of any outstanding amount.

12.2.2 No interest is charged on final accounts as from 1 July 2022.

## **13 METERING OF MUNICIPAL SERVICES**

13.1 The Municipality may introduce various metering equipment and may encourage customers to convert to a system which is preferred by the Municipality when Council considers this to be beneficial to the Municipality's functioning and operations.

13.2 Electricity and water consumption is measured with –

- (a) conventional credit electricity and water meters; and
- (b) prepaid electricity and water meters.

13.3 A customer may apply to the Municipality for the installation of a prepaid electricity and/or water meter in place of a conventional credit meter at the cost of the customer.

13.4 The Municipality may change an indigent customer's conventional credit meter for electricity and/or water to a prepaid meter at the cost of the Municipality in accordance with the requirements of the Indigent Support Policy.

13.5 The following applies to the reading of conventional credit meters:

- (a) Meters are read at in cycles of approximately 30 days.
- (b) If for any reason the meters cannot be read, the Municipality must render an account based on estimated consumption. The estimate must be based on the average of the previous six months' consumption.
- (c) The account based on estimated consumption must be adjusted in the subsequent account based on the actual consumption.
- (d) A customer is responsible to ensure access to metering equipment for the purpose of obtaining meter readings for billing purposes.
- (e) A customer may, for reasons of non-accessibility to his or her property by meter readers, provide the Municipality with monthly meter readings for billing purposes, provided that the Municipality can obtain –
  - (i) a meter reading once every six months; and
  - (ii) a final reading should the customer vacate the property.
- (f) If any calculation, reading or metering error is discovered in respect of any account rendered to a customer –

- (i) the error must be corrected in the subsequent account;
  - (ii) any such correction in favour of the Municipality must apply in respect of an account from a date no more than three calendar years back from the date on which the error on the account was discovered;
  - (iii) any such correction in favour of the customer must apply in respect of an account from a date no more than three calendar years back from the date on which the error on the account was discovered; and
  - (iv) the correction must be based on the tariffs applicable during the period in question.
- (g) When a customer requests a special meter reading to be taken by the Municipality, such special meter reading is to be taken by the Municipality's meter readers for the account of the customer at an amount payable as determined annually by Council and published in the annual tariff list.
- (h) When a customer's water or electricity meter is installed and the information has not been communicated with the debtors division and the customer has not been billed because thereof, the customer will be billed at once. The consumption will be divided by six months and be billed at the approved tariff and the difference will be credited against the customer's account.
- (i) When a customer has been given an estimated reading for water and/or electricity for six months or more and the fiscal reading indicates a huge consumption, the consumption must be calculated only against the first step tariff and the difference credited against the customer's account.
- (j) Any water leakage discovered on the side of the customer will be the responsibility of the customer.
- (k) Where a customer repaired such a water leakage the Municipality may consider a rebate on the water account of the customer. In this regard –
- (i) the customer must apply in writing for such rebate;
  - (ii) a receipt as proof of repair must be submitted with the application;



- (iii) the application must be submitted to the Chief Financial Officer for consideration; and
  - (iv) if approved, the applicable credit must be passed in the subsequent account.
- (l) When a customer vacates a property and a final reading of the meter is not possible, an estimation of the consumption must be made by the Municipality and the final account rendered accordingly.

13.6 The following applies to prepaid metering:

- (a) Prepaid electricity and water is purchased at prepaid vending points and through electronic channels for consumption after the date of purchase.
- (b) Amounts tendered for the purchase of prepaid electricity and water may not be refunded after the prepaid meter voucher has been issued.
- (c) On request of the customer, copies of the previous prepaid meter vouchers will be issued. Lost vouchers may not be replaced under any circumstances.
- (d) Credits remaining in a prepaid meter may not be refunded when a premises is vacated by a customer or in case of a purchase against a wrong account.
- (e) The Municipality is not liable for the reinstatement of credit in a prepaid meter due to tampering with, or the incorrect use or abuse of, such meter.
- (f) Any water leakage discovered on the side of the customer will be the responsibility of the customer.
- (g) The Municipality may appoint vendors for the sale of prepaid electricity and water but does not guarantee the continued operation of any vendor.
- (h) The Municipality may apply all the debt collection functions available on the prepaid system to collect all arrear debt on the account of the customer.

13.7 Any agreement concluded with a vendor or service provider must include a clause whereby breaches of the code of conduct by the vendor or service provider constitutes a breach of the contract.

## **14 PAYMENT OF ACCOUNTS**

14.1 An account rendered to a customer by the Municipality in respect of rates or municipal services, including the collection and disposal of refuse, electricity, water and sewerage services –

(a) serves as the first notice of payment due; and

(b) must be paid by the due date.

14.2 All payments, whether made by cash, stop order, electronic payment or payment made through duly authorised agents, must be received by the Municipality by the close of business on the due date.

14.3 Cheques will be accepted as payment for all municipal services. Where a cheque has been dishonoured, the person issuing the cheque is not allowed to pay by cheque in future. All costs associated with a dishonoured cheque is for the account of the customer concerned.

14.4 Unless the customer has a municipal account to which a dishonoured cheque can be debited, only cash (or credit cards or debit cards where available) may be accepted as payment for prepaid electricity and water.

14.5 Accounts rendered by the Municipality can be paid at any municipal cashier office and any other pay point as determined by the Municipal Manager from time to time.

14.6 The payment methods and facilities supported by the Municipality can be used to make payments on accounts.

14.7 Payments received in respect of rates and service charges will be allocated by the Municipality entirely within its discretion on the account of the customer.

14.8 Part payment received on an account must be allocated firstly to reduce any penalty charges that may have accrued on the account.

14.9 An official receipt issued by the Municipality or its duly authorised agent will be the only acceptable proof of any payment made.

## **15 ENQUIRIES, DISPUTES AND APPEALS**

## **15.1 QUERIES**

- 15.1.1 Any aggrieved person may address a query regarding charges for municipal services to the Chief Financial Officer in writing, or may visit any municipal customer care office.
- 15.1.2 Every customer has the right to enquire and to be provided with a clear explanation as to the services being charged and a breakdown of all amounts shown on their account.
- 15.1.3 A customer must clearly state the basis of his or her query.
- 15.1.4 The Municipality must register the query and provide the customer with a reference number.
- 15.1.5 The Municipality must respond to all queries in writing within 28 days from the lodgement thereof.
- 15.1.6 The Chief Financial Officer must keep custody of all queries through the Collaborator Programme and report monthly to Council on all queries yet to be resolved.
- 15.1.7 The lodgement of a query or dispute does not relieve a customer of the responsibility to settle his or her account. An interim payment similar to an average account must be paid by the due date pending finalisation of a query.

## **15.2 DISPUTES**

- 15.2.1 In this clause “dispute” refers to when a customer disputes the correctness of any account rendered by the Municipality to such customer.
- 15.2.2 A customer may lodge a dispute in respect of any amount that is due and payable by him or her before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter.
- 15.2.3 In order for a dispute to be registered with the Municipality, the procedure set out below must be followed.

- (a) A customer must –

- (i) submit the dispute in writing to the Municipal Manager before or on the due date for payment specified in the account concerned or as soon reasonably possible thereafter. No dispute will be registered verbally whether in person or over the telephone;
  - (ii) furnish his or her full personal particulars including the account number, direct contact telephone number, email address and any other relevant information as may be required by the Municipality;
  - (iv) describe the full nature of the dispute; and
  - (v) ensure that he or she receives written acknowledgement of receipt of the dispute from the Municipality.
- (b) On receipt of a dispute, the Municipality must –
- (i) register the dispute and provide the customer with a reference number;
  - (ii) capture the following information in the register:
    - Customer account number
    - Customer name
    - Customer address
    - Full particulars of the dispute
    - Name of the official to whom dispute is given to investigate
    - Action that have been / were taken to resolve the dispute
    - Signature of the controlling official
  - (iii) provide the customer with a written acknowledgement of receipt of the dispute;
  - (iv) if a service agreement is classified as a credit agreement in terms of the National Credit Act, provide without charge and at the request of customer, the following information:
    - Current balance of the account
    - Amount credited or debited during period specified in the request
    - Any amount currently overdue and when such amount became due
    - Any amount currently payable and the date when it became payable

- (v) keep custody of the dispute register and conduct daily or weekly checks or follow-ups on all disputes not yet unresolved.

15.2.4 All investigations regarding disputed amounts must be concluded by Chief Financial Officer within 21 days from receipt thereof.

15.2.5 The Municipality must, in writing, inform the customer of the findings and the reasons therefor.

15.2.6 The Municipality may not institute enforcement proceedings against a customer for an account entry that is in dispute until it has been resolved.

### **15.3 APPEALS**

15.3.1 A customer may, in writing, appeal against a finding of the Municipality.

15.3.2 An appeal must set out the reasons for such appeal and be lodged with the Municipal Manager within 21 days from the date the customer is advised of the findings of an investigation contemplated clause 15.2.

15.3.3 The Council must decide on an appeal at its first ordinary meeting held after the appeal was lodged.

15.3.4 The Council must, in writing, inform the customer of the decision and the reasons therefor.

15.3.5 a decision of the Council is final and the customer concerned must pay any amounts due and payable in terms of such decision within 14 days of him or her being informed of such decision.

15.3.6 The Council may, in its sole discretion, condone the late lodging of an appeal or another procedural irregularity.

15.3.7 If a customer is not satisfied with the outcome of the appeal, he or she may, under protest, pay the amount in dispute and redress his or her action in a court of law.

## **16 NON-PAYMENT BY DUE DATE**

## **16.1 GENERAL PROCEDURE**

16.1.1 The general procedure when defaulting on a payment is as follows:

- (a) A notice, SMS, instant message and/or email must be issued to an account holder immediately after the due date as a means to recover the debt and to –
  - (i) remind a customer, debtor or owner of his or her obligation to pay; and
  - (ii) inform the customer, debtor or owner of the consequences in the event of payment not being made.
- (b) The notice, SMS, instant message and/or email contemplated above serves as the second notice of payment due.
- (c) The aim of such second notice is to obtain cooperation to settle accounts without the necessity to employ more drastic steps and/or to provide an opportunity to make arrangements to pay such debt where the financial position of a customer is such that relief is possible as per criteria in the Property Rates Policy or Indigent Support Policy.

16.1.2 Failure to respond to the second notice –

- (a) results in the limitation, disconnection or discontinuation of services or the implementation of other measures contemplated in clause 16.2; and
- (b) may result in a final demand being issued and/or the implementation of debt collection measures contemplated in clause 17.

## **16.2 LIMITATION, DISCONNECTION OR DISCONTINUATION OF SUPPLY**

16.2.1 Owners, debtors and customers must take note of the notice on municipal accounts which states that the supply of services may be limited, disconnected or discontinued without further notice upon defaulting on a payment.

16.2.2 If a customer fails to pay an overdue account or to make an arrangement to pay such account in terms of 16.2.13 within 7 days of the second notice having been issued, the Municipality may –

- (a) limit, disconnect or discontinue the supply of electricity or water to the immovable property in question;
  - (b) disconnect the supply of electricity to any additional property that the customer owns in the NC062 area; and/or
  - (c) where a prepaid electricity and/or water meter is installed, deduct any amount in arrears from a prepaid voucher purchased by the customer, either by limiting the number of units provided for the purchase amount or by deducting a fixed percentage from the purchase amount as payment towards the overdue account.
- 16.2.3 The Municipality must issue the customer with a notice, SMS, instant message and/or email at least 24 hours before implementing a measure contemplated in clause 16.2.2 above.
- 16.2.4 The Chief Financial Officer may, notwithstanding clause 16.2.2 above, instruct a debt collector or attorney to recover the outstanding amounts owed as contemplated in clause 17.
- 16.2.5 The Municipal Manager may, on application and in exceptional circumstances, condone the late payment of an account for a maximum period of 28 calendar days from the due date of such account before the Municipality implements a measure contemplated in clause 16.2.2 above.
- 16.2.6 The limitation, disconnection or discontinuation of the supply of electricity or water must be effected in the manner that is customarily used or by taking such reasonable and lawful steps as may be necessary.
- 16.2.7 The limitation on or deduction from the purchase amount of a prepaid voucher as contemplated in clause 16.2.2(c) is determined annually by Council and published in the annual tariff list.
- 16.2.8 Any disbursements or charges incurred or raised in respect of a limitation, disconnection or discontinuation of the supply of electricity or water must be paid by the customer concerned.
- 16.2.9 A limitation, disconnection or discontinuation of the supply of water may not result in a customer being denied access to his or her free basic water allowance.

16.2.10 Where legislation does not allow for the complete termination of services, the Credit Control section must determine the appropriate minimum level of service provision.

16.2.11 If a customer unlawfully reconnects or attempts to reconnect a supply of electricity or water that has been limited, disconnected or discontinued –

- (a) the Municipality may disconnect or discontinue the supply entirely by removing the service connection from the premises;
- (b) any disbursements, penalties or reconnection charges, together with any outstanding amounts owed in respect of rates or municipal services, must be paid in full before a reconnection may be made; and
- (c) in the case of indigent customer, the additional measures as provided for in the Indigent Support Policy also apply.

16.2.12 Tamper fees with regard to the reconnection of electricity or water meters will be charged on the customer's account. In the case of –

- (a) a non-indigent customer, full payment of the fees must be made before the electricity may be reconnected; or
- (b) an indigent customer –
  - (i) 33,3% of the fees must be paid and a down payment arrangement must be made before the electricity may be reconnected; and
  - (ii) the additional measures as provided for in the Indigent Support Policy also apply.

If tampering took place in a previous financial year, the tariff of the relevant financial year is applicable.

16.2.13 Subject to the provisions of this Policy, the Chief Financial Officer or any person duly authorised thereto may enter into an arrangement as contemplated in clause 18 with a defaulter for the payment of an outstanding account, provided that –

- (a) if an arrangement is made, the normal supply of electricity and water to the premises must be resumed;



- (b) a defaulter who enters into a bona fide arrangement with the Municipality for the settlement of arrears and who fails to honour the terms of such arrangement, is not allowed to make more than three arrangements in a twelfth month period;
- (c) a customer already handed over to a debt collector or attorney is not allowed to make an arrangement with the Municipality for the payment of such an account and must be referred to the relevant debt collector or attorney attending to such account;
- (d) the Municipality must provide an owner of a property with copies of any agreements entered into with the occupier of the property for the payment of an outstanding account if the owner requests such copies in writing from the Municipality; and
- (e) in the event where electricity was blocked and the customer already entered into a bona fide agreement to pay off arrear debt and where the current agreement is still active, the customer will automatically be placed onto the electricity auxiliary system.

16.2.14 If a service has been limited, disconnected or discontinued in the case of a property in respect of which the account is in arrears, and –

- (a) the account holder has not paid such arrears, including the interest raised on such account; or
- (b) made an acceptable arrangement with the Municipality for the payment of the arrear account as contemplated in clause 18, including the interest raised on the account,

within a period of 28 calendar days after the date of such limitation, disconnection or discontinuation, the Municipal Manager must forthwith hand such debt over to –

- (i) a debt collector or attorney as contemplated in clause 17; or
- (ii) take other action, if necessary, such as the sale in execution of such property,

to recover arrear property rates and service charges.

All legal expenses incurred by the Municipality is for the account of the defaulting account holder.

16.2.15 Where an owner, debtor or customer –

- (a) fails to pay for electrical, water or any other municipal service by the due date; and
- (b) has been placed on the limitation, disconnection or discontinuation list three times in a twelve month period prior to such event,

the Municipality may install a prepaid electricity and/or water meter in such a person's or household's property or properties to limit the credit risk to the Municipality.

16.2.16 In the case of a customer where the supply of electricity or water has been limited, disconnected or discontinued at least twice during the preceding period of 12 months, the Municipality may review the deposit amount required by the customer.

16.2.17 If a customer's electricity is blocked or disconnected and there is a death in the household, the electricity must be restored or connected from the day before the funeral until the day after the funeral and then be blocked and/or disconnected again.

16.2.18 In the event where electricity or water was limited, disconnected or discontinued due to non-payment and –

- (a) payment is subsequently made by the customer; or
- (b) a customer is subsequently registered as an indigent customer in terms of the Indigent Support Policy,

the Municipality must restore the supply within 48 hours or as soon as possible thereafter.

16.2.19 No service will be reconnected after 16:00 except where the Municipality erroneously disconnected such service.

## **16.3 INTEREST ON ARREAR DEBT**

- 16.3.1 Account balances which remain unpaid 30 days after the due date attract interest irrespective of the reason for non-payment.
- 16.3.2 Interest on arrear debt must, subject to clause 16.3.1, be calculated for each month, or part thereof, for which such account balance remains unpaid.
- 16.3.3 Interest is charged from the first working day of the month following the month in which the account becomes payable.
- 16.3.4 In case of outstanding debt owed by residential households, no further interest is charged on any outstanding amounts in respect of which an agreement as contemplated in clause 18 had been concluded for the payment by way of instalment thereof, provided the instalments are paid in full by the due dates thereof.
- 16.3.5 Indigent customers are exempt from interest charges on arrear balances.
- 16.3.6 No interest is charged on final accounts as from 1 July 2022.
- 16.3.7 No interest is charged on legal accounts.

## **17 DEBT COLLECTION**

### **17.1 GENERAL DEBT COLLECTION ARRANGEMENTS**

- 17.1.1 All steps in the customers care and credit control procedures must be recorded for the Municipality's records and for the information of debtors.
- 17.1.2 Any costs, which include collection costs, charges, disbursements and legal costs relating to any of the debt collection methods applied to collect the debt must be debited to the account of the defaulting customer.
- 17.1.3 Individual debtor accounts are protected and are not considered public information. The Municipality may, however, release debtor information to credit bureaus, provided that such release must be in writing or by electronic means.
- 17.1.4 The Municipality may consider the use of agents as service providers and innovative debt collection methods and products. Cost effectiveness, the

willingness of agents to work under appropriate codes of conduct, and the success of agents and products must be part of the agreement the Municipality might conclude with such agents or service providers; and must be closely monitored by the Municipality.

- 17.1.5 Any agreement concluded with an agents must include a clause whereby breaches of the code of conduct by the agent constitutes a breach of the contract.

## **17.2 RECOVERY OF RATES FROM OWNERS, TENANTS, OCCUPIERS AND AGENTS**

- 17.2.1 The Municipality may utilise the procedures prescribed in terms of clause 16.2 to recover rates in arrears from the owner of immovable property.

- 17.2.2 Any limitation, disconnection or discontinuation of the electricity or water supply, for purposes of clause 17.2.1, must be effected subject to the requirements contained in clause 16 of this Policy.

- 17.2.3 Alternatively to clause 17.2.1, the Municipality may recover rates in arrears in whole or in part from a tenant or occupier of the immovable property, despite any contractual obligation to the contrary on the tenant or occupier, provided that –

- (a) the Municipality may recover an amount only after the Municipality has served a written notice on the tenant or occupier;
- (b) the amount the Municipality may recover from the tenant or occupier of a property is limited to the amount of rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property;
- (c) any amount the Municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner; and
- (d) the tenant or occupier of a property must, on request by the Municipality, furnish the Municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the Municipality.

17.2.4 The Municipality may, despite any provision to the contrary in the Property Practitioners Act, recover the amount due for rates on a property in whole or in part from the agent of the owner, if this is more convenient for the Municipality, provided that –

- (a) the Municipality may recover the amount due for rates from the agent of the owner only after it has served a written notice on the agent;
- (b) the agent must, on request by the Municipality, furnish the Municipality with a written statement specifying all payments for rent on the property and any other money received by the agent on behalf of the owner during a period determined by the Municipality; and
- (c) the amount the Municipality may recover from the agent is limited to the amount of any rent or other money received by the agent on behalf of the owner, less any commission due to the agent.

### **17.3 HANDOVER OF DEBT TO DEBT COLLECTORS**

17.3.1 Debts outstanding for more than 90 days from the due date must be handed over to debt collectors appointed by the Municipality for the purposes of collecting such debt.

17.3.2 Debt collectors must ensure that the stipulations contained in the National Credit Act with respect to incidental credit are duly complied with.

17.3.3 The following types of debt may not be handed over to debt collectors:

- (a) Debt of customers registered as indigent customers at the date of handover.
- (b) Government debt.
- (c) Debt that is being paid off as per an arrangement with the customer.
- (d) Debt that has not been subject to internal credit control actions for at least two months.

17.3.4 The process of collecting debt by debt collectors includes the following:

- (a) The phoning of customers.

- (b) Sending SMS, instant messages and/or emails to customers.
- (c) Sending out demand letters.
- (d) Making arrangements with customers to pay off debt in terms of this Policy.
- (e) Follow-up with customers regarding unpaid arrangements.

17.3.5 If a debt collector is unsuccessful in collecting the debt within 90 days of same being handed over, the debt may be handed over to attorneys for legal action as contemplated in clause 17.4 below.

#### **17.4 HANDOVER OF DEBT TO ATTORNEYS FOR LEGAL COLLECTION**

17.4.1 Only the Chief Financial Officer may hand over debts to attorneys for legal action.

17.4.2 Debt that –

- (a) have not been collected by debt collectors within the aforementioned period of 90 days; and
- (b) debt that requires urgent legal action,

must be handed over to attorneys for legal collection, unless the Chief Financial Officer is of the opinion that it is not cost effective to do so.

17.4.3 If the Chief Financial Officer is of the opinion that it is necessary and appropriate to do so (such as in cases of urgency), he or she may hand over debts for collection to attorneys at any time prior to the expiration of any of the periods referred to elsewhere in this Policy without first handing such debt over to debt collectors.

17.4.4 The following types of debt may not be handed over to attorneys:

- (a) Debt of customers registered as indigent customers that have not yet been written off by the Municipality.
- (b) Debt that is being paid off as per an arrangement with the customer.

- (c) Debt that has not been subject to internal credit control actions for at least two months.

17.4.5 The process of legal collection includes the following:

- (a) Final demand for payment to customer.
- (b) Emolument attachment order on a customer's salary.
- (c) Summons issued for debt to be paid.
- (d) Default judgment obtained against customer.
- (e) The attachment of moveable property and sale in execution of moveable property.
- (f) The attachment of immoveable property and the sale of immoveable property.

17.4.6 The Municipality may, when a debtor is in arrears, commence legal processes against such debtor, which processes involve final demand, summonses, court trials, judgements, garnishee orders and/or sale in execution of property.

17.4.7 The Municipality must exercise strict control over such processes to ensure accuracy and legality. In this regard outside parties, including attorneys and other collection agents, must provide the Municipality with regular progress reports.

17.4.8 Garnishee orders, in the case of employed debtors, are preferred to sales in execution, but both are part of the Municipality's system of debt collection procedures.

17.4.9 The Municipality must consider the cost effectiveness of legal processes, and must receive reports on relevant matters, including cost effectiveness.

## **17.5 WITHHOLDING OR OFFSETTING GRANTS-IN-AID**

17.5.1 The Municipality provides annual grants-in-aid to institutions on application. If an institution is in arrears with its services account, the Municipality must

withhold the grant-in-aid or the grant-in-aid must be off set against the arrear debt with the Municipality.

## **17.6 RATES CLEARANCE CERTIFICATES AND SECTION 118 OF THE MUNICIPAL SYSTEMS ACT**

17.6.1 The Municipality must issue a rates clearance certificate required for the transfer of immovable property in terms of section 118 of the Municipal Systems Act where a request for such certificate is lodged with the Municipality in the prescribed manner.

17.6.2 The issuance of the certificate is subject to all amounts that became due in connection with that property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate having been fully paid.

17.6.3 Debt older than two years on the property, irrespective of whether the owner of the property accumulated the debt, must also be paid by the owner before the transfer of the property can be affected.

17.6.4 If the owner refuses to pay the debt which is older than two years, the Municipality must apply to a competent court for an order on the following terms:

- (a) Where there is already a judgment for the payment of the amount, for an order that the judgment debt be paid out of the proceeds of the sale before the mortgage debt is settled.
- (b) Where there is no judgment for the payment of the amount, for an order staying the transfer of the property pending the finalisation of a civil action to be instituted against the person who is in law liable for the payment of the outstanding debt.
- (c) The above action must be taken before the property is transferred as the statutory lien created by section 118(3) of the Municipal Systems Act only endures until the property has been transferred, and in terms of section 118(5) of the Act the new owner of the property cannot be held liable for the debt that became due before a transfer of a residential property took place.



17.6.5 The following applies to rates clearance certificates:

- (a) A certificate is valid for up to 60 days.
- (b) No extension on a certificate may be granted. If a certificate expires, a new application must be made.
- (c) If the validity period surpasses 30 June, the total annual debit for the following financial year is payable.
- (d) A certificate will be issued –
  - (i) when services are fully paid in advance for up to three months;
  - (ii) when an attorney has undertaken to pay all outstanding amounts with registration; and
  - (iii) in the case of an estate where one spouse dies and the other spouse should get the property, the remaining spouse are exempted from paying the remainder of the property rates and three months' services in advance. The aforementioned is not applicable between late parents and children.
- (e) In the case of an indigent customer, the writing off of arrears and debt accumulated by such customer prior to the date of registration in terms of the Indigent Customer Policy, is strictly subject to the provision that the property concerned may not be sold within a period of three years from the date that the owner is registered as an indigent customer. In the case of the property being sold inside a period of three years, the arrears and debt incurred prior to registration, excluding any further accumulated interest, must be recovered from the customer before a certificate may be issued for the property concerned to be sold.

## **17.7 DOCUMENTATION REQUIRED FOR SUNDRY ITEMS**

17.7.1 If any documentation is required relating to any of the sundry items below (excluding the application of any new electricity and water connections), the customer's municipal account must be up to date:

- (a) Application of building plans.

- (b) Application for rezoning and rezoning certificate.
- (c) Application for subdivision and consolidation.
- (d) Application for trade licenses.
- (e) Any applications for electricity vendor.
- (f) Any address confirmation.
- (g) Any property confirmation.
- (h) Any mobile.
- (i) Any rentals.
- (j) Any hiring of halls.

17.7.2 The Municipal Manager may approve a request from a customer to enter into an agreement with the Municipality to pay off the outstanding account in line with the agreement terms contemplated in this Policy.

17.7.3 The Municipal Manager may further approve the connection of electricity and water supply where a customer has entered into a bona fide agreement with the Municipality.

## **17.8 OTHER DEBT COLLECTION METHODS AND GENERAL POWERS**

17.8.1 The debt collection methods mentioned in clauses 17.1 to 17.7 above are not an exhaustive list of methods that may be applied to collect debts by the Municipality, and any other methods that can be initiated may be implemented with the approval of the Council.

17.8.2 The Municipality is, at its own discretion and without limiting the measures provided for in the Municipality's by-laws, entitled to limit or withhold the supply of services until the total costs, penalties, other fees, tariffs and rates due and owing to the Municipality have been paid in full. This includes limitation of water supply and/or electricity to a debtor –

- (a) who is found guilty by the Municipality or a competent court in connection with fraud or theft of water and/or electricity;

- (b) who is found guilty by the Municipality or a competent court in connection with any other criminal activity relating to the supply or unauthorised consumption of water and/or electricity; or
- (c) where it is evident that fraud, theft or any other criminal activity has occurred relating to such water and/or electricity supply or consumption.

17.8.3 In the event of arrears not being settled within the period stipulated in the final demand or an arrangement not being concluded, the Municipality may institute legal action, notwithstanding the fact that services were limited, disconnected or discontinued or not, to recover the full outstanding debt. In this regard the Municipality may consolidate any separate accounts of a debtor, credit a payment by a debtor against any account of that debtor, and implement any of the measures provided for in this Policy in relation to any arrears of any of the accounts of such a debtor. In the case of rental contracts, the Municipality may consider procedures for eviction.

17.8.4 The Municipality may blacklist a customer where such customer was handed over to attorneys or to the police to institute legal or criminal proceedings.

## **18 ARRANGEMENTS TO PAY AREAR DEBT**

### **18.1 ARRANGEMENTS TO PAY OUTSTANDING AND DUE AMOUNTS IN CONSECUTIVE INSTALMENTS - RESIDENTIAL HOUSEHOLDS**

18.1.1 One of the key objectives of debt collection is to encourage customers to start paying their monthly accounts in full. In addition, it is also necessary to ensure that arrear debt is addressed. The current average balances on customer accounts necessitate that innovative ideas be implemented to encourage customers to pay off their arrears. At the same time, it is of utmost importance that regular payers are not discouraged through the implementation of any incentives.

18.1.2 The main aim of an agreement is to promote full payment of the current account and to address the arrears on a consistent basis.

18.1.3 A customer may enter into a written agreement with the Municipality to repay any outstanding and due amount to the Municipality under the following conditions:

- (a) The outstanding balance, costs and any interest thereon must be paid in regular and consecutive monthly instalments.
- (b) The current monthly amount must be paid in full.
- (c) The written agreement must be signed on behalf of the Municipality by a duly authorised officer.
- (d) The agreement must be compliant with the requirements of the National Credit Act, where applicable.

18.1.4 In order to determine monthly instalments, a comprehensive statement of assets and liabilities of the customer must be compiled by a treasury official. To ensure the continuous payment of such arrangement, the amount determined must be affordable to the customer, taking into account that payment of the monthly current account is a prerequisite for concluding an arrangement.

18.1.5 A customer who cannot pay his or her arrear debt may enter into an arrangement to pay the account over an extended period of time.

18.1.6 During the time of the debt collection process, but before the debt is handed over to attorneys, a customer may enter into an arrangement to pay off arrear debt which will be made an order of court by agreement in terms of the rules of the court.

18.1.7 The Municipality may not entertain any arrangement on a debt that has been handed over for legal collection.

18.1.8 The Municipality may entertain only three arrangements with a customer to pay off arrear debt. Failure to abide by an arrangement results in –

- (a) the arrangement being terminated with immediate effect; and
- (b) the outstanding balance immediately becoming due and payable.

18.1.9 By signing the arrangement agreement to pay off arrear debt, a customer acknowledges the following:

- (a) The debt is owed to the Municipality.

- (b) On default of the arrangement agreement, interest on arrears will be charged on the amount due, electricity supply will be disconnected to the property of the customer or the customer will be blocked from the purchase of electricity or water on the prepaid system, and legal proceedings will be instituted to collect the debt.
- (c) The customer will be liable for all costs, which includes legal costs on an attorney client basis incurred to collect the debt.

18.1.10 Only an owner with a positive proof of identity of ownership or a person authorised in writing by such owner may enter into an agreement for the payment of arrears in instalments.

## **18.2 NONE-WRITTEN AGREEMENTS**

18.2.1 In the event where a customer is not in a position to pay his or her current account and this results in the disconnection of power supply or block of prepaid electricity, the customer must be afforded the opportunity to pay a minimum of 50% of the outstanding balance.

18.2.2 After payment of the required 50%, the customer must be reconnected and/or unblocked and allowed to purchase electricity. The limitation must again be implemented after seven days to ensure full payment of the account.

## **18.3 WRITTEN AGREEMENTS**

18.3.1 The following arrangements and criteria apply to written agreements involving residential and non-residential debtors:

- (a) The maximum repayment period for non-indigent customers is 36 months.
- (b) The maximum repayment period for indigent customers is 60 months.
- (c) The maximum repayment period for small businesses is 18 months.
- (d) The maximum repayment period for large businesses is six months.
- (e) The maximum repayment term for government departments is six months.

18.3.2 The following minimum required payments apply to written agreements:

<b>Account type</b>	<b>Minimum upfront payment required</b>	<b>Agreement period</b>
Non-indigent customers (households)	50%	36 months
Indigent customers (households)	10% subject to affordability	60 months
Small businesses	50%	24 months
Large businesses	50%	12 months
Government departments	50%	12 months

#### **18.4 DISCRETION NEGOTIABLE AMOUNTS: AGREEMENTS**

18.4.1 Discretion in terms of negotiable amounts as or this Policy is delegated to the Chief Financial Officer with the right to sub-delegate.

18.4.2 Officials with delegated powers may use discretion as a final tool by which decisions can be made in accordance with this Policy.

18.4.3 At all times, and at all levels, discretion may only be used so as to apply the principles embodied in this Policy and to ensure that some form of payment acceptable to the Municipality is forthcoming from negotiating with the customer.

18.4.4 Any request by a customer for a special agreement must be in writing.

#### **18.5 NON-ADHERENCE TO ARRANGEMENTS**

18.5.1 Should arrangements not be adhered to by the debtor, services must be limited, disconnected or discontinued, provided that fair and equitable procedure, including reasonable notice of the intention to limit, disconnect or discontinue, is followed.

18.5.2 Should amounts owed not be settled by the final date, i.e. after the date for payment set out in an arrangement, the debt must be handed over to the over to attorneys for legal collection or further legal action.

### **19 ARREARS AND DEBT ACCUMULATED PRIOR TO THE DATE OF REGISTRATION AS AN**

## **INDIGENT CUSTOMER**

19.1 Upon registration of a customer as an indigent customer, the arrears and debt accumulated by such customer prior to the date of registration, may be written off if provided for in the Indigent Support Policy.

## **20 DEBT OF DECEASED OWNERS**

20.1 The occupant of the property must sign an agreement in which the occupant agrees to pay all property rates and service charges that are to be raised on the property of the deceased registered owner's property.

## **21 STAFF AND COUNCILLORS - PAYMENT OF ARREARS**

21.1 All existing staff and councillors who have not entered into an agreement to pay arrears must do so within 30 days of the approval of this Policy.

21.2 All staff joining the Municipality must within 30 days sign an agreement to pay arrears.

21.3 In line with the Municipal Systems Act and Regulations, a councillor, when elected or appointed, may not be in arrears with the Municipality for rates and services for a period exceeding three months.

21.4 The repayment period for staff may not exceed three months.

## **22 ADMINISTRATION ORDERS - PAYMENT OF ARREARS**

22.1 On notification that an order for administration in terms of section 74 of the Magistrates Court Act has been granted, the Municipality must manage the debt that is part of the administration order separately to the current account.

22.2 The customer is responsible for the payment of the current monthly account and if the customer defaults on the payment of the account, debt collection action must be implemented.

## **23 WRITING OFF OF IRRECOVERABLE DEBT**

23.1 The objective to write off irrecoverable debt is to have a debt book that does not reflect irrecoverable debt.

23.2 The writing off of irrecoverable debt is regulated in terms of the Writing Off of Irrecoverable Debt Policy, which was adopted by Council to –

- (a) ensure that the principles and procedures for writing off of irrecoverable debt are formalised;
- (b) provide for incentive schemes to appropriately encourage account holders to settle all or a stated percentage of arrears; and
- (c) provide for rationalisation of the Municipality's debtors accounts and financial records by the writing off of debts that are considered irrecoverable.

## **24 CERTIFICATES REQUIRED FOR TENDERS**

24.1 A person or an institution responding to a tender published by the Municipality or wishing to enter into a contract to provide services or goods to the Municipality must produce a certificate, on the prescribed form, which states that regular payment of rates and services accounts are maintained and that the account is currently up to date.

24.2 A person who fails to provide such a certificate is disqualified from the tendering process.

24.3 A person who has an existing arrangement with the Municipality for the payment of arrears are exempted from clauses 24.1 and 24.2 to the extent of the arrears, provided that such a person must produce proof of such arrangement in place of the certificate.

## **25 PRIMA FACIE EVIDENCE**

25.1 A certificate endorsed by the Municipal Manager, reflecting the amount due and payable to the Municipality, must upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness reflected therein.

## **26 OFFENCES AND PENALTIES**

26.1 Any person who –

- (a) fails to give access required by a duly authorised representative of the Municipality in terms of this Policy;



- (b) obstructs or hinders a duly authorised representative of the Municipality in the exercise of his or her powers or performance of functions or duties in terms of this Policy;
- (c) unlawfully uses or interferes with municipal equipment or the consumption of services supplied to any customer;
- (d) tampers with or breaks any seal on a meter or on any equipment belonging to the Municipality, or causes a meter not to register properly the service used;
- (e) fails or refuses to give a duly authorised representative of the Municipality such information as he or she may reasonably require for the purpose of exercising or performing his or her powers or functions in terms of this Policy, or gives such representative false or misleading information, knowing it to be false or misleading; or
- (f) contravenes, or fails to comply with, a provision of this Policy,

is guilty of an offence.

26.2 A customer who is guilty of an offence as contemplated above may be charged for consumption as determined by the Chief Financial Officer, based on average monthly consumption or as determined by resolution of the Council from time to time.

26.3 Any person, natural or juristic, found to be –

- (a) illegally connected or reconnected to municipal services;
- (b) found tampering with meters, the reticulation network or any other supply equipment;
- (c) committing any unauthorised act associated with supply of municipal services; or
- (d) committing theft of or damage to municipal property,

may be prosecuted and/or is liable for such penalties as determined by the Council from time to time.

26.4 Where prima facie evidence exists of a customer and/or any other person having contravened clause 26.3, the Municipality may disconnect the supply of electricity

without further notice and keep such customer or person liable for all fees and charges levied by the Municipality for such disconnection and subsequent reconnection.

26.5 Where it is established that a meter is faulty or have been tampered with and that this resulted in the meter recording less than the true consumption, the Municipality may recover the cost of estimated consumption that was lost for three proceeding years, based on the prevailing tariff in the year that the unauthorised consumption was identified.

26.6 Any person who contravenes clause 26.1(a) or (b) –

(a) is deemed to have contravened section 101 of the Municipal Systems Act and will be charged with the commission of an offence which, if found guilty, may attract the penalties referred to in the Act; and

(b) is liable to have any of his or her electricity being disconnected or terminated by the Municipality.

## **27 PROPERTY MANAGEMENT LEASES**

27.1 The procedure for the recovery of arrears on leases must be in accordance with the conditions contained in the relevant lease contract.

## **28 POWER OF ENTRY AND INSPECTION**

28.1 For any purpose related to the implementation or enforcement of this Policy, and at all reasonable times, or in an emergency, a duly authorised representative of the Municipality may enter premises, request information and carry out an inspection or examination as he or she may deem necessary –

(a) with regard to the installation or repair of any meter or service connection or reticulation; or

(b) so as to limit, disconnect, discontinue or reconnect the provision of any service.

28.2 If the Municipality considers it necessary that work be performed to enable an authorised representative to perform a function referred to in clause 28.1 properly and effectively, it may –

(a) by written notice require the owner or occupier of the premises, at his or her own expense, to do specific work within a specified period; or

- (b) if, in its reasonable opinion, the situation is a matter of urgency, perform such work, or cause it to be performed, at the expense of the owner or occupier, and without prior written notice.

28.3 If the work referred to in clause 28.2 is carried out for the sole purpose of establishing whether a contravention of this Policy has taken place and it is found that no such contravention has taken place, the Municipality must bear the expense connected therewith, together with the expense of restoring the premises to its former condition.

## **29 NOTICES**

29.1 A notice or document issued by the Municipality in terms of this Policy is deemed to be duly issued if signed by a duly authorised representative of the Municipality.

29.2 If a notice is to be served on a person in terms of this Policy, such service must be effected by –

- (a) delivering the notice to him or her personally, or to his or her duly authorised agent;
- (b) delivering the notice at his or her residence or place of employment, to a person apparently not less than 16 years of age, and apparently residing or employed there;
- (c) if he or she has nominated an address for legal purposes, delivering the notice to such an address;
- (d) registered or certified post, addressed to his or her last known address;
- (e) in the case of a body corporate, delivering it to the registered office or the business premises of such a body corporate; or
- (f) if service cannot be effected in terms of the above means, by affixing it to the principal door of entry to the premises or displaying it in a conspicuous place on the property to which it relates.

## **30 BY-LAWS**

30.1 The Municipality may promulgate by-laws regarding –

- (a) any matter required, or permitted, to be prescribed in terms of this Policy; and
- (b) generally, all matters which, in the reasonable opinion of the Municipality, are necessary, or expedient, to be prescribed, in order to achieve the objects of this Policy.

### **31 PUBLICATION OF POLICY**

- 31.1 The Municipal Manager must, within 14 days from the date of approval of this Policy by the Council, by public notice inform the public to its broad contents and method of application.

### **32 MISCONDUCT**

- 32.1 If there is evidence of any misconduct, dishonesty or intentional wrongdoing with regard to any provision of this Policy by a municipal staff member, the Municipality must institute disciplinary proceedings in terms of the disciplinary procedure in the collective agreement or the Disciplinary Regulations for Senior Managers, as the case may be.

### **33 CONFLICT**

- 33.1 In the event of a conflict between this Policy and Tariffs, Credit Control and Debt Collection By-Law, the latter prevails.

### **34 DELEGATIONS**

- 34.1 The delegation of any power, function or duty provided for in this Policy must be performed in terms of the Delegation Policy.

### **35 RESPONSIBILITY FOR IMPLEMENTATION**

- 35.1 The Municipal Manager accepts overall responsibility for the implementation of this Policy as contemplated in clause 8.

### **36 REPORTING ON PERFORMANCE MANAGEMENT**

- 36.1 The Chief Financial Officer must report monthly to the Municipal Manager in a suitable format to enable the Municipal Manager to report to the Executive Mayor in terms of section 99 of the Municipal Systems Act, read with section 100(c).

- 36.2 The Executive Mayor must, at such intervals as must be determined by the Council, report to the Council as contemplated in section 99(c) of the Municipal Systems Act.
- 36.3 The report must contain particulars on cash collection statistics, showing high-level debt recovery information including, amongst others, numbers of customers, enquiries, arrangements, default arrangements, growth or reduction of arrear debt.
- 36.4 Where possible, the statistics must be divided into wards, business (commerce and industry), domestic, state, institutional and other such divisions.
- 36.5 If, in the opinion of the Chief Financial Officer, the Municipality will not achieve cash receipt income equivalent of the revenue projected in the annual budget as approved by the Council, the Chief Financial Officer must submit a report and motivation to the Municipal Manager. The Municipal Manager must, if he or she agrees with the report and motivation, immediately move for a revision of the budget according to realistically realisable income levels.

## **37 MONITORING AND EVALUATION**

- 37.1 The Executive Mayor must carry out the monitoring and evaluation of this Policy's implementation.

## **38 REVIEW AND AMENDMENTS**

- 38.1 The Council –
- (a) must review this Policy on an annual basis and table the reviewed Policy for approval as part of the annual budget process; and
  - (b) may amend this Policy during the course of any specific year.

## **39 EFFECTIVE DATE**

- 39.1 This Policy becomes effective upon approval thereof by the Council.
- 39.2 Any previous policy relating to credit control and debt collection adopted by the Municipality or any erstwhile Council is repealed from the effective date of this Policy.

## **40 POLICY APPROVAL**

Authorised by Municipal Manager:

Signature:

Date:

Recommended by Portfolio Committee on Finances:

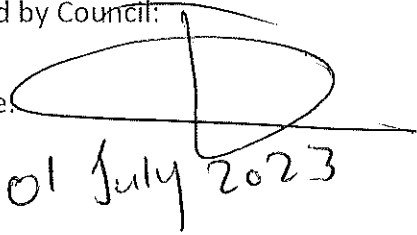
Signature:

Date:

Approved by Council:

Signature:

Date:

A handwritten signature consisting of a large, stylized loop with a vertical line through it, and the date "01 July 2023" written below it.