

BREEDE RIVER/WINELANDS  
MUNICIPALITY

BY-LAW ON CREDIT CONTROL AND  
DEBT COLLECTION

PREAMBLE:

The purpose of this by-law is to give effect to the Breede River/Winelands Municipal Council's policy on credit control and debt collection, with specific reference to the measuring and billing of services, payment of deposits, rendering and payment of accounts, credit control process, appeals by debtors, unauthorised consumption, theft, damages and penalties.

Now therefore, notwithstanding anything to the contrary contained in any law relating to credit control and debt collection, the Breede River/Winelands Municipality adopts the following as the Credit Control and Collection of Debt By-Law.

PART A: GENERAL PROVISIONS

1. DEFINITIONS:

In this by-law, unless the context indicates otherwise:

"Council" means the Breede River/Winelands Municipality or any of the Council's committees or officials

BREËRIVIER/WYNLAND  
MUNISIPALITEIT

VERORDENING INSAKE  
KREDIETBEHEER EN  
SKULDINVORDERING

AANHEF:

Die doel van hierdie verordening is om uitvoering te gee aan die Breërivier/Wynland Munisipaliteit se beleid oor kredietbeheer en skuldinvordering, met spesifieke verwysing na die meet en debitering van dienste, die betaling van deposito's, die lewering en betaling van rekeninge, die kredietbeheerproses, dispute en appéle deur kliënte, ongemagtigde verbruik, diefstal, skadevergoeding en boetes.

Derhalwe, en ondanks enige andersluidende bepaling in enige ander wet met betrekking tot kredietbeheer en skuldinvordering, neem die Breërivier/Wynland Munisipaliteit die volgende aan as die Verordening insake Kredietbeheer en Skuldinvordering:

DEEL A: ALGEMENE BEPALINGS

1. WOORDOMSKRYWING:

In hierdie verordeninge, tensy dit uit die samehang anders blyk, beteken-

"Raad" die Breërivier/Wynland Munisipaliteit of enige van die Raad se komitees of beampies handelende uit

SCAN NO.:	.....
COLLAB NO.:	..... <i>168005</i> .....
FILE NO.:	..... <i>11311117</i> .....

acting under powers, functions and duties delegated to them in terms of any existing act, ordinance or by-law in force within the area of jurisdiction to the Council;

"day" means a calendar day, and whenever in this by-law a particular number of days is prescribed for doing something, the first day of the period shall be excluded from the calculation and the last day included, unless such last day falls on a Saturday, Sunday or public holiday, in which event the period shall be calculated with exclusion of the first day and also of such Saturday, Sunday or public holiday;

"implementing authority" means the Municipal Manager, his or her nominee or any other official appointed by the Council for the purpose of the implementation and enforcement of the Council's credit control and debt collection policy and any by-law;

"municipal manager" is the person appointed by Council in terms of Section 82 of the Municipal Structures Act, 1998 ;

"person" means any natural person, local government body or similar authority, a company or close corporation incorporated under any law, a body of person whether incorporated or not, a statutory body, public utility body, voluntary association or trust;

hoofde van bevoegdhede, funksies en pligte aan hulle gedelegeer ingevolge enige bestaande wet, ordonansie of verordening van krag binne die regsgebied van die Raad;

"dag" 'n kalenderdag, en wanneer ook al 'n bepaalde getal dae in hierdie verordening voorgeskryf word om iets te doen, moet die eerste dag van die tydperk uitgesluit word uit die berekening en die laaste dag ingesluit word, tensy sodanige laaste dag op 'n Saterdag, Sondag of openbare vakansiedag val, in welke geval die tydperk bereken moet word met uitsluiting van die eerste dag en ook van sodanige Saterdag, Sondag of openbare vakansiedag;

"implementeringsowerheid" die Municipale Bestuurder, sy of haar benoemde of enige ander beampte wat deur die Raad aangestel is vir die implementering en afdwinging van die Raad se beleid vir kredietbeheer en skuldinvordering en enige verordeninge;

"munisipale bestuurder" die persoon wat deur die Raad ingevolge Artikel 82 van die Municipale Strukturewet, 1998, aangestel is;

"persoon" enige natuurlike persoon, plaaslike regeringsliggaam of soortgelyke owerheid, 'n maatskappy of beslote korporasie ingelyf kragtens enige wet, 'n liggaam van persone hetsy ingelyf al dan nie, 'n statutêre liggaam, openbare utiliteitsliggaam, vrywillige vereniging of trust;

"supervisory authority" means the committee of the Council entrusted with the responsibility to oversee and monitor the implementation of Council's credit control and debt collection policy.

## 2. RESPONSIBILITIES OF COUNCIL:

The council-

- (a) must ensure that all money that is due and payable to the Council is collected, subject to the provision of this by-law;
- (b) for this purpose, must adopt, maintain and implement a credit control and debt collection policy consistent with its tariff policy and complying with the provisions of this by-law; and
- (c) must keep a written record of such policy, which may be inspected by any person upon request.

## 3. RESPONSIBILITIES OF SUPERVISORY AUTHORITY:

The supervisory authority must-

- (a) oversee and monitor the implementation and enforcement of the Council's credit control and debt collection policy;

"toesighoudende owerheid" die komitee van die Raad aan wie die plig opgedra is om toesig te hou oor die Raad se beleid met betrekking tot kredietbeheer en skuldinvordering en die implementering daarvan te monitor;

## 2. VERANTWOORDELIKHEDE VAN RAAD:

Die Raad moet-

- (a) verseker dat alle geld wat aan die Raad verskuldig is en betaalbaar is, ingevorder word, behoudens die bepalings van hierdie verordening;
- (b) vir hierdie doel 'n kredietbeheer- en skuldinvorderingsbeleid wat in ooreenstemming met sy tariefbeleid is en aan die bepalings van hierdie verordening voldoen, aanneem, onderhou en implementeer; en
- (c) 'n skriftelike rekord van sodanige beleid hou, waarin enige persoon op versoek insae kan kry.

## 3. VERANTWOORDELIKHEDE VAN TOESIGHOUTENDE OWERHEID:

Die toesighoudende owerheid moet-

- (a) die implementering en afdwinging van die Raad se kredietbeheer- en skuldinvorderingsbeleid moniteer en toesig daaroor hou;

- (b) when necessary, evaluate, review or adapt the policy and any applicable by-laws, or the implementation of the policy and any such by-laws, in order to improve efficiency of its credit control and debt collection mechanisms, processes and procedures; and
- (c) report monthly to a meeting of the Council.

#### **4. RESPONSIBILITIES OF IMPLEMENTING AUTHORITY:**

The implementing authority must-

- (a) implement and enforce the Council's credit control and debt collection policy and any applicable by-laws;
- (b) in accordance with such credit control and debt collection policy and such by-laws, establish effective administrative mechanisms, processes and procedures to collect money that is due and payable to the Council; and
- (c) report the prescribed particulars monthly to a meeting of the supervisory authority.

- (b) wanneer nodig, die beleid en enige toepaslike verordeninge, of die implementering van die beleid en enige sodanige verordeninge, evaluateer, hersien of aanpas ten einde die doeltreffendheid van sy meganismes, prosesse en procedures vir kredietbeheer en skuldinvordering te verbeter; en
- (c) maandeliks aan 'n vergadering van die Raad verslag doen.

#### **4. VERANTWOORDELIKHEDE VAN IMPLEMENTERINGSOWERHEID:**

Die implementeringsowerheid moet-

- (a) die Raad se kredietbeheer- en skuldinvorderingsbeleid en enige toepaslike verordeninge implementer en afdwing;
- (b) die ooreenstemming met sodanige kredietbeheer- en skuldinvorderingsbeleid en sodanige verordeninge, doeltreffende administratiewe meganismes, prosesse en procedures instel om geld in te vorder wat aan die Raad verskuldig en betaalbaar is; en
- (c) die voorgeskrewe besonderhede maandeliks aan 'n vergadering van die toesighoudende owerheid rapporteer.

**5. UNSATISFACTORY LEVELS OF INDEBTEDNESS:**

- (1) If the level of any person's indebtedness to the Council exceeds the level of the acceptable norm as determined in the Council's credit control policy, the supervisory authority must, without delay, advise the Council thereof.
  
- (2) The Council may issue specific instructions to the supervisory authority and/or the implementing authority to rectify the situation.

**6. CONDUCT OF COUNCILLORS AND OFFICIALS:**

- (1) Every member of the Council shall uphold and enforce the provisions of this by-law and shall refrain from any conduct which may undermine or be seen to undermine it;
  
- (2) In the event of any member of Council engaging in such aforesaid conduct, the Municipal Manager shall report the matter to the Council. The Council shall then investigate the matter and invite the member's response. If the Council finds the member guilty of the said conduct, it may impose a sanction on the member in terms of its powers.

**5. ONBEVREDIGENDE VLAKE VAN SKULD:**

- (1) Indien die vlak van enige persoon se skuld aan die Raad die vlak van die aanvaarbare norm soos deur die Raad se kredietbeheerbeleid bepaal, te boven gaan, moet die toesighoudende owerheid die Raad sonder versium daarvan in kennis stel.
  
- (2) Die Raad kan spesifieke instruksies aan die toesighoudende owerheid en/of die implementeringsowerheid uitreik om die situasie reg te stel.

**6. GEDRAG VAN RAADSLEDE EN BEAMPTES:**

- (1) Elke lid van die Raad moet die bepalings van hierdie verordeninge handhaaf en afdwing en moet hom of haar weerhou van enige gedrag wat dit kan ondermyn of geag kan word dit te ondermyn.
  
- (2) Indien enige lid van die Raad sodanige gedrag betrokke raak, moet die Municipale Bestuurder die aangeleentheid aan die Raad rapporteer. Die Raad moet die aangeleentheid dan ondersoek en die lid se reaksie inwin. Indien die Raad die lid aan gemelde gedrag skuldig bevind, kan hy uit hoofde van sy bevoegdhede aan hom of haar 'n straf ople.

## PART B: GENERAL DEBTORS

### 7. DEFINITIONS:

In this Part, unless the context indicates otherwise:

"client" means any person to whom a service is rendered by the Council;

"due date" in the absence of any express agreement in relation thereto between the Council and a client, means the tenth day of the calendar month after the month in which the account is rendered or such future date as the Council may determine from time to time;

"employer" means an employer as defined in paragraph 1 of the Seventh Schedule of the Income Tax Act, 1962 (Act No 58 of 1962);

"occupier" includes any person in actual occupation of premises without regard to the title under which he or she occupies, if any;

"owner" in relation to premises means:

- (i) the person who from time to time is registered as such in a deeds registry as defined in the Deeds Registries Act, 1937 (Act 47 of 1937); or
- (ii) in cases where such a person is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the

## DEEL B: ALGEMENE DEBITEURE

### 7. WOORDOMSKRYWING:

In hierdie Deel, tensy dit uit die samehang anders blyk, beteken-

"kliënt" enige persoon aan wie 'n diens deur die Raad gelewer word;

"betaaldatum", in afwesigheid van enige uitdruklike ooreenkoms met betrekking daartoe tussen die Raad en 'n kliënt, die tiende dag van die kalendermaand na die maand waarin die rekening gelewer is of sodanige toekomstige datum as wat die Raad van tyd tot tyd bepaal;

"werkgewer" 'n werkgewer soos omskryf in paragraaf 1 van die Sewende Bylae van die Inkomstebelastingwet, 1962 (Wet No. 58 van 1962) ;

"okkuper" ook enige persoon wat 'n perseel werlik okkuper, ongeag die titel (as daar is) waarkragtens hy of sy dit okkuper;

"eienaar" met betrekking tot 'n perseel-

- (i) die persoon wat van tyd tot tyd as sodanig geregistreer is in 'n aktekantoor soos omskryf in die Registrasie van Aktes Wet, 1937 (Wet 47 van 1937); of
- (ii) in gevalle waar sodanige persoon insolvent of oorlede is of onder enige vorm van handelingsonbevoegdheid

administration of his or her property is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative; or

- (iii) where a sectional title register has been opened in terms of section 8 of the Sectional Titles Act, and includes any person receiving rent for such premises whether for his or her own account or as agent for a person entitled thereto.

"premises" means:

- (a) any land where municipal services are rendered;
- (b) any piece of land, the external surface boundaries of which are delineated on a general plan or diagram registered in terms of the Land Survey Act, 1927 (Act 9 of 1927) or in terms of the Deeds Registries Act, 1937 (Act 47 of 1937); or
- (c) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act 95 of 1986);

hoegenaamd verkeer, die persoon by wie die administrasie van sy of haar eiendom berus as kurator, trustee, eksekuteur, beredderaar, geregtelike bestuurder, likwadateur of ander regsvtereenwoordiger; of

- (iii) waar 'n deeltitelregister geopen is ingevolge die Wet op Deeltitels, 1986 (Wet 95 van 1986), die respersoon soos in daardie Wet omskryf, en ook enige persoon wat huurgeld vir sodanige perseel ontvang ongeag vir sy of haar eie rekening of as agent vir 'n persoon wat daarop geregtig is;

"perseel" beteken:

- (a) enige grond waarop munisipale dienste voorsien word;
- (b) enige stuk grond waarvan die buitenste oppervlakgrense getoon word op 'n algemene plan of kaart geregistreer ingevolge die Opmetingswet, 1927 (Wet 9 van 1927), of ingevolge die Registrasie van Aktes Wet, 1937 (Wet 47 van 1937); of
- (c) 'n deelplan geregistreer ingevolge die Wet op Deeltitels, 1986 (Wet 95 van 1986)

"service" means any service rendered by the Council, including the provision of financial assistance, in respect of which an account may be rendered, excluding any service rendered by the Council as an agent for another principal; and "services" shall have a corresponding meaning;

#### **8. MEASURING AND BILLING:**

- (1) Unless a policy or agreement approved by the Council directs otherwise, the Council shall measure and quantify all services to clients, and establish and cover charges from them;
- (2) In the event of the Council being unable to accurately measure a particular service to any client, due to difficulty in gaining access to any premises, meter, measuring device or service connection, or due to any meter, measuring device or service connection being defective, or for any reason whatsoever, the Council may estimate the charge due as it considers fair.

#### **9. COUNCIL'S RIGHT OF ACCESS TO PREMISES:**

The owner and/or occupier of premises must give an authorised representative of the Council access to such premises in order to read, inspect, install or repair any meter or service connection for reticulation, or to disconnect, stop or restrict the provision of any service.

"diens" enige diens deur die Raad gelewer, insluitende die verskaffing van finansiële bystand, ten opsigte waarvan 'n rekening gelewer kan word, uitgesonderd enige diens wat deur die Raad as agent vir 'n ander prinsipaal gelewer word, en het "dienste" 'n ooreenstemmende betekenis;

#### **8. METING EN DEBITERING:**

- (1) Tensy 'n beleid of ooreenkoms deur die Raad goedgekeur die teendeel bepaal, moet die Raad alle dienste aan kliënte meet en kwantifiseer en moet hy koste instel en van hulle verhaal.
- (2) Indien die Raad nie in staat is om 'n bepaalde diens aan enige kliënt akkuraat te meet nie as gevolg van probleme om toegang tot enige perseel, meter, meettoestel of diensaansluiting te kry of omdat enige meter, metertoestel of diensaansluiting foutief is, of om enige rede hoegenaamd, kan die Raad die koste raam soos wat hy billik ag.

#### **9. RAAD SE REG VAN TOEGANG TOT PERSELE:**

Die eienaar en/of okkuperer van 'n perseel moet aan 'n gemagtigde verteenwoordiger van die Raad toegang tot sodanige perseel verleen om enige meter of diensaansluiting vir benutting te lees, te inspekteer, te installeer of te herstel, of om die verskaffing van enige diens te ontkoppel, te stop of te beperk.

**10. AGREEMENTS AND ACCOUNTS:**

- (1) The Council must take all reasonable steps to enter into a service agreement with every client;
- (2) All such service agreements shall be in the prescribed form and the relevant department of the Council which will be responsible for the rendering of the service concerned shall ensure that such service agreements are concluded and forwarded to the Finance Directorate of the Council;
- (3) Account data shall be prepared and recorded in the prescribed manner by the relevant department of the Council which will be responsible for the rendering of the service concerned and shall be forwarded to the Finance Directorate of the Council for rendering and collection of accounts based on the data supplied;
- (4) All accounts shall clearly and simply show the nature of all fees, charges, interest and penalties and state the due date for payment;

**10. OOREENKOMSTE EN REKENINGE:**

- (1) Die Raad moet alle redelike stappe neem om 'n diensooreenkoms met elke kliënt aan te gaan.
- (2) Al sulke diensooreenkomste moet in die voorgeskrewe vorm wees en die betrokke departement van die Raad wat vir die lewering van die betrokke diens verantwoordelik gaan wees, moet verseker dat sodanige diensooreenkomste aangegaan en aan die Raad se Direktoraat Finansies gestuur word.
- (3) Rekeningdata moet op die voorgeskrewe wyse opgestel en aangeteken word deur die betrokke departement van die Raad wat vir die lewering van die betrokke diens verantwoordelik gaan wees en moet aan die Raad se Direktoraat Finansies gestuur word vir die lewering en invordering van rekenings gegronde op die data wat verskaf is.
- (4) Alle rekeninge moet die aard van alle geld, koste, rente en boetes duidelik en eenvoudig toon en die betaaldatum meld.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(5) The Council shall endeavour to render accounts to clients not later than the twentieth day of the month after the month in which the goods, services or facilities were supplied to the client;</p> <p>(6) Accounts must be paid at any offices of the Council where a cash receipting facility is available without deduction and free of exchange, on or before the due date;</p> <p>(7) The municipal manager or his appointee may in his discretion make arrangements with any client in regard to alternative methods of payment of any monies due;</p> <p>(8) All amounts outstanding after the due date shall bear interest and penalties as determined by Council from time to time;</p> | <p>(5) Die Raad moet probeer om rekeninge aan kliënte te lewer nie later as die twintigste dag van die maand na die maand waarin die goedere, dienste of fasiliteite aan die kliënt verskaf is.</p> <p>(6) Rekeninge moet voor of op die betaaldatum, sonder aftrekking en vry van bankkommissie, by enige van die Raad se kantore betaal word waar 'n kontantontvangsfasilitet beskikbaar is.</p> <p>(7) Die Municipale Bestuurder of sy gevolegtigde kan na goeddunke met enige kliënt reëlings tref met betrekking tot alternatiewe metodes van betaling van enige geld wat aan hom verskuldig is.</p> <p>(8) Alle bedrae uitstaande na die betaaldatum dra vanaf die betaaldatum rente/boetes soos van tyd tot tyd deur die Raad bepaal</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **11. CONSOLIDATION OF ACCOUNTS:**

In accordance with the provisions of Section 102 of the Municipal Systems Act, 32/2000, the Council may:

- (1) consolidate any of the accounts for any of the services rendered to any one client;

## **11. KONSOLIDASIE VAN REKENINGE:**

Ooreenkomsdig die bepalings van Artikel 102 van die Municipale Stelselwet. 32/2000, kan die Raad:

- (1) enige van die rekeninge vir enige van die dienste wat aan enige een kliënt gelewer is, konsolideer;

- |                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(2) credit a payment by such client against any account of that client;</p> <p>(3) implement any of the credit control measures provided for in this by-law in relation to any arrears on any client's account;</p> <p>(4) the provisions of subsections 1 to 3 shall not apply where a client has placed an account in dispute in respect of any specific amount claimed from the client by the municipality.</p> | <p>(2) 'n betaling deur sodanige kliënt teen enige rekening van daardie kliënt krediteer;</p> <p>(3) enige van die kredietbeheermaatreëls waarvoor hierdie verordening voorsiening maak, implementeer met betrekking tot enige agterstallige bedrae op enige kliënt se rekening;</p> <p>(4) Die bepalings van subartikels 1 tot 3 sal nie van toepassing wees waar 'n dispoot ontstaan tussen die kliënt en die munisipaliteit rakende 'n spesifieke bedrag wat deur die munisipaliteit van die kliënt geëis word nie.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **12. DEPOSITS:**

- (1) In any service agreement entered into after the commencement of this by-law, the Council may determine and require a deposit from the client. Such a deposit shall be equivalent to not less than one month's estimated supply of the particular service to the particular client;
- (2) Before resuming supply to any client of a service which has been terminated due to the client's default in paying an account timeously, the Council

## **12. DEPOSITO'S**

- (1) In enige diensooreenkoms wat na die inwerkingtreding van hierdie verordening aangegaan word, kan die Raad 'n deposito bepaal en van die kliënt vereis. So 'n deposito moet gelykwaardig wees aan minstens die koste van een maand se geraamde voorsiening van die bepaalde diens aan die bepaalde kliënt.
- (2) Voordat die Raad, die voorsiening aan enige kliënt hervat van 'n diens wat beëindig is omdat die kliënt in gebreke gebly het om 'n rekening betyds te betaal, kan die Raad die deposito wat

may increase the deposit required from the client for the supply of that particular service to such greater amount as may be determined by the Council from time to time;

- (3) The deposit referred to above shall be forfeited and used as payment where a client leaves the household address with unpaid accounts or where services have been discontinued due to non payment.

### 13. CREDIT CONTROL:

- (1) The heads of the departments responsible for collection of moneys due to the Council shall take steps to collect amounts still outstanding after the due date on behalf of the Council;
- (2) If an amount remain outstanding after the due date, a letter of demand may be sent to the defaulting client;
- (3) Should an amount remain outstanding after the due date, the Council shall cause the appropriate action to be taken against the defaulting client in accordance with the Council's

van die kliënt vereis word vir die voorsiening van daardie bepaalde diens, verhoog tot die groter bedrag wat van tyd tot tyd deur die Raad bepaal word;

- (3) Die deposito hierbo genoem sal verbeur word en aangewend word om agterstallige of onbetaalde rekeninge aan te suiwer waar die kliënt die perseel verlaat het of waar dienste gestaak is weens wanbetaling.

### 13. KREDIETBEHEER:

- (1) Die hoofde van die departemente wat verantwoordelik is vir die invordering van geldte wat aan die Raad verskuldig is, moet stappe doen om bedrae ten behoeve van die Raad in te vorder wat na die betaaldatum nog uitstaande is.
- (2) Indien 'n bedrag na die betaaldatum uitstaande bly, kan 'n aanmaning aan die wanbetaalde kliënt gestuur word.
- (3) Indien 'n bedrag na die betaaldatum uitstaande bly, moet die Raad die gepaste stappe teen die wanbetaalde kliënt laat doen in ooreenstemming met die Raad

credit control and debt collection policy;

- (4) Any service to a defaulting client may be terminated in accordance with Council's policy; provided that the service shall not be terminated if:
- (a) the client has settled the outstanding debt, or
  - (b) the client has placed an account in dispute in terms of Section 15, or
  - (c) the client has lodged an appeal in terms of Section 16.

#### **14. AGREEMENTS WITH EMPLOYER BODIES:**

The Council may-

- (a) enter into an agreement with any employer body to deduct outstanding monies due to the Council for services rendered, or to settle the Council's regular monthly accounts through deductions, from the salaries or wages of its employees; and
- (b) provide special rebates, incentives or benefits to the employer body or the employees in the event of such an agreement.

se kredietbeheer- en skuldinvorderingsbeleid.

- (4) Enige diens aan 'n wanbetaalde kliënt kan beëindig word ooreenkomsdig die Raad se beleid; met dien verstande dat die dienste nie beëindig mag word nie indien:
- (b) die kliënt die uitstaande bedrag vereffen het nie, of
  - (c) die kliënt 'n rekening in dispoot geplaas het in terme van Artikel 16, of
  - (d) die kliënt na die Raad appèl aangeteken het in terme van Artikel 17.

#### **14. OOREENKOMSTE MET WERKGEWERSLIGGAME:**

Die Raad kan-

- (a) 'n ooreenkoms met enige werkgewersliggaam aangaan om uitstaande geldte wat aan die Raad verskuldig is vir dienste gelewer, af te trek of om die Raad se gereelde maandelikse rekeninge te vereffen deur aftrekkings van die salarissof lone van sy werknemers; en
- (b) spesiale kortings, aansporings of voordele aan die werkgewersliggaam of die werknemers bied in die geval van so 'n ooreenkoms.

**15. UNAUTHORISED CONSUMPTION,  
THEFT, DAMAGES AND  
PENALTIES:**

- (1) (a) Should it appear that any service has been used or consumed without the Council's prior authorisation, or that any of the Council's property or equipment utilised in the supply or measuring of services has been stolen or damaged, the Council shall investigate the matter and may lay criminal charges where it deems appropriate;
- (b) In the case of tampering with or damaging of any measuring equipment, council shall have the right to remove such equipment and replace it with prepaid measuring equipment and recover the costs for removing equipment and the new equipment from the responsible person.
- (2) If damages have been suffered by the Council as a result, the Council shall recover the damages which it has suffered from the responsible person, over and above any amount which may be due for consumption of the particular service.

**15. ONGEMAGTIGDE VERBRIUK,  
DIEFSTAL, SKADEVERGOEDING EN  
BOETES:**

- (1) (a) Indien dit blyk dat enige diens sonder die Raad se magtiging vooraf gebruik of verbruik is, of dat enige van die Raad se eiendom of toerusting wat by die verskaffing of meet van dienste gebruik word, gesteel of beskadig is, moet die Raad die aangeleentheid ondersoek en kan hy strafregtelike klagtes indien waar hy dit gepas ag.
- (b) In die geval van peutering met, of die beskadiging van enige meettoerusting, sal die Raad geregtig wees om sodanige meter te verwijder en te vervang met 'n voorafbetaalmeter, en die koste vir die verwijdering asook die koste van die nuwe meter van die verantwoordelike persoon te verhaal.
- (2) Indien die Raad skade gely het as gevolg daarvan, moet die Raad die skade verhaal van die verantwoordelike persoon bo en behalwe enige bedrag wat verskuldig is vir die verbruik van die bepaalde diens.

(3) The Council shall further be entitled to terminate services to such household until the amount for damages as well as all outstanding amounts for consumption of services and deposit have been paid.

## 16. DISPUTES

- (1) Any client has the right to query or place in dispute any account or metered consumption, the correctness of measuring equipment, or a decision of any of the staff responsible for credit control and debt collection regarding the application of any of the measurements contained in Council's policy document;
- (2) Such dispute must be lodged in writing with reasons for the dispute;
- (3) the written dispute must be submitted to the municipal manager within 48 hours from receipt for his investigation and directive;
- (4) The municipal manager's findings and directive must be submitted to the client in writing within seven days from receipt of the dispute;

(3) Die Raad sal verder geregtig wees om dienste na sodanige huishouding te staak totdat skadevergoeding sowel as alle uitstaande bedrae vir diensteverbruik en deposito betaal is.

## 16. DISPUTE

- (1) Enige kliënt het die reg om 'n rekening, gemeterde verbruike, die korrektheid van 'n meettoestel of 'n besluit van enige van die personeel belas met kredietbeheer en skuldinvordering ten opsigte van die toepassing van enige maatreël soos vervat in die beleidsdokument te bevraagteken en in dispoot te plaas;
- (2) Sodanige dispoot moet deur die kliënt op skrif gestel word met uiteensetting van die redes vir die dispoot;
- (3) Die geskrewe dispoot moet binne 48 uur na ontvangs daarvan aan die Municipale Bestuurder voorgelê word vir ondersoek en beslissing;
- (4) Die Municipale Bestuurder se bevindinge en beslissing moet binne sewe dae na ontvangs deur hom skriftelik aan die kliënt voogelê word;

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(5) Notwithstanding the submission of a dispute, the client must proceed with regular minimum payments based on his average account for the three months prior to submission of the dispute. Where an average cannot be determined, the average of adjacent households will be determined and applied;</p>                                                                                                                                                                                | <p>(5) Nieteenstaande die indiening van 'n dispoot, moet die kliënt voortgaan om gereelde minimum betalings te maak wat gebaseer sal wees op sy gemiddelde rekening vir die voorafgaande drie maande voor die dispoot ontstaan het. Indien sodanige vasstelling om welke rede ookal nie moontlik is nie, sal die gemiddelde gebruik van omliggende huishoudings bepaal en toegepas word;</p>                                                                                                                      |
| <p>(6) If the client alleges that any meter, measuring device or service connection is defective or inaccurate, Council may arrange that such meter, measuring device or service connection be investigated and tested; provided that should it appear that such meter, measuring device or service connection is not defective or inaccurate by not more than 3%, the costs for such investigation or testing be recovered from the client who requested such investigation or testing.</p> | <p>(6) Indien die kliënt beweer dat enige meter, meettoestel of diensverbinding foutief of onakkuraat is, kan die Raad reël dat sodanige meter, meettoestel of diensverbinding ondersoek en getoets word; met dien verstande dat, indien dit blyk dat sodanige meter, meettoestel of diensverbinding nie foutief is nie of nie meer as (3%) onakkuraat is nie, die koste verbonde aan die doen van sodanige ondersoek en toets betaal moet word deur die kliënt wat sodanige ondersoek en toets aangevra het.</p> |

## **17. APPEALS:**

- (1) Any client who feels aggrieved by a finding or directive from the municipal manager in terms of Section 15 may appeal to the Council;
  
- (2) An appeal by a client shall be made by way of written

## **17. APPÈLLE**

- (1) Enige kliënt wat hom verontreg voel deur die bevindinge en beslissing van die Munisipale Bestuurder in terme van Artikel 15 kan na die Raad appelleer;
  
- (2) 'n Appèl deur 'n kliënt moet geskied deur middel van

representation to the Council within ten days from receipt of the municipal manager's communication in terms of section 16(4);

- (3) The municipal manager notifies the client, within seven days from receipt of an appeal, of the date, time and venue of the Council meeting at which the appeal will be considered, and that the client's presence is required at the meeting;
- (4) The client appears in person at the said council meeting, or appoints a legal representative or any other person to appear on his/her behalf;
- (5) The Council can call upon any person present at the meeting to be questioned or to produce to Council any document or other property in his/her possession, or under his/her control;
- (6) Council has the right to take all possible steps which may be necessary to determine the client's financial status;
- (7) Any settlement between Council and the client must provide for the recovery of all outstanding debt owed to Council by the client;

skriftelike vertoë aan die Raad binne 10 dae na ontvangs van die Municipale Bestuurder se mededeling soos bedoel in 16(4) hierbo;

- (3) Die Municipale Bestuurder gee binne 7 dae na ontvangs van die kennisgewing van appèl aan die kliënt kennis van die datum, tyd en plek van die Raadsvergadering waartydens sy appèl aangehoor sal word en dat sy teenwoordigheid by sodanige vergadering verlang word;
- (4) Die kliënt verskyn persoonlik by sodanige Raadsvergadering of stel 'n regstreeksvoerder aan, of enige ander persoon om namens hom te verskyn;
- (5) Die Raad kan enige persoon wat by die vergadering teenwoordig is, oproep om ondervra te word of om enige dokument of ander eiendom, wat in sy besit is, of onder sy beheer is, aan die Raad te toon;
- (6) Die Raad is geregtig om alle stappe te doen wat nodig is om die kliënt se finansiële status te bepaal;
- (7) Enige skikking wat tussen die Raad en 'n kliënt bereik word, moet voorsiening maak vir die verhaal van alle uitstaande bedrae wat deur sodanige kliënt

- (8) Council shall, as soon as practically possible, notify the client of its decision and, where applicable, implement or arrange for the implementation of any steps in rectification which may have been decided upon;
- (9) The provisions of Section 16(5) and (6) are also applicable in the case of an appeal.

## **18. OFFENCES**

18.1 Any person who –

- (a) fails to give access required by an officer or duly appointed agent in terms of these by-laws;
- (b) obstructs or hinders an officer or duly appointed agent in the exercising of the powers or performance of functions or duties under these by-laws;
- (c) tampers or interferes with municipal equipment or the consumption of services supplied;

- aan die Raad verskuldig is.
- (8) Die Raad moet so spoedig as wat prakties moontlik is die kliënt van sy besluit in kennis stel, en waar van toepassing, die regstellende stappe waarop besluit is, uitvoer of laat uitvoer;
- (9) Die bepalings van artikel 16(5) en (6) hierbo, geld ook in die geval van 'n appèl.

## **18. OORTREDINGS**

18.1 Enige persoon wat –

- (a) versuim om toegang tot 'n perseel te verleen, soos verlang deur 'n amptenaar of behoorlik aangestelde agent in terme van hierdie verordeninge;
- (b) 'n amptenaar van die munisipaliteit of 'n behoorlik aangestelde agent, belemmer of verhinder om sy bevoegdhede, funksies of pligte onder hierdie verordeninge uit te voer;
- (c) torring of peuter aan munisipale toerusting of onregmatig dienste gebruik wat voorsien word;

- |                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(d) tampers or breaks any seal on a meter or on any equipment belonging to the municipality, or for any reason causes a meter not to properly register the service used, shall be charged for usage, estimated by the Director Finance based on average usage;</p>                           | <p>(d) torring aan enige seël van 'n meter of enige toerusting wat aan die munisipaliteit behoort, dit breek, of op enige wyse veroorsaak dat 'n meter nie behoorlik die dienste wat gebruik word registreer nie, moet deur die direkteur finansies gedebiteer word vir verbruik van die bepaalde diens gebaseer op die geskatte gemiddelde verbruik van sodanige diens;</p>        |
| <p>(e) fails or refuses to give an officer or duly appointed agent such information as may reasonably be required for the purpose of exercising the powers or functions under these by-laws or gives such an officer false or misleading information, knowing it to be false or misleading;</p> | <p>(e) weier of nalaat om 'n amptenaar of behoorlik aangestelde amptenaar van die munisipaliteit sodanige inligting te voorsien as wat redelik benodig word vir die doeleindes van die uitoefening van bevoegdhede of funksies ingevolge hierdie verordenings, of wat vals inligting aan sodanige amptenaar of agent voorsien, wetende dat die inligting vals of misleidend is;</p> |
| <p>(f) contravenes or fails to comply with a provision of these by-laws;</p>                                                                                                                                                                                                                    | <p>(f) nalaat om te voldoen aan 'n bepaling van hierdie verordenings, of dit verbreek;</p>                                                                                                                                                                                                                                                                                          |

(g) fails to comply with the terms of a notice served upon him/her in terms of these by-laws, shall be guilty of an offence.

(g) versuim om te voldoen aan die bepalings van 'n kennisgewing wat op hom of haar bestel word ingevolge die bepalings van hierdie verordening, is skuldig aan 'n misdryf.

## 19. PENALTIES

- 19.1 Any person convicted under of an offence under section 18 is liable to a fine not exceeding R 2000 or imprisonment for a period not exceeding six months, or both a fine and such imprisonment;
- 19.2 In the case of a continuing offence, an additional fine or an additional period of imprisonment of 30 days or either such additional fine or such additional imprisonment or both such additional fine and imprisonment for each day on which such offence is continued, and
- 19.3 a further amount equal to any costs and expenses found by the court to have been incurred by the local authority as a result of such contravention or failure.

## 19. STRAFBEPALINGS

- 19.1 Enigeen wat skuldig bevind word aan 'n oortreding genoem in Artikel 18 is strafbaar met 'n boete van hoogstens R 2000 of gevangenisstraf vir 'n tydperk van hoogstens ses maande, of beide boete en sodanige gevangenisstraf;
- 19.2 In die geval van 'n voortdurende misdryf, met 'n addisionele boete of 'n addisionele tydperk van gevangenisstraf van 30 dae, of óf sodanige addisionele boete of sodanige addisionele gevangenisstraf, of beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur; en
- 19.3 'n verdere bedrag gelyk aan enige koste en uitgawes wat na bevinding van die hof deur die plaaslike owerheid aangegaan is as gevolg van sodanige oortreding of versuim.