



KWAZULU-NATAL PROVINCE
KWAZULU-NATAL PROVINSIE
ISIFUNDAZWE SAKWAZULU-NATALI

Provincial Gazette • Provinsiale Koerant • Igazethi Yesifundazwe

(Registered at the post office as a newspaper) • (As 'n nuusblad by die poskantoor geregistreer)
(Irejistiwee njengephephandaba eposihhovisi)

PIETERMARITZBURG

Vol. 13

29 AUGUST 2019
29 AUGUSTUS 2019
29 KUNCWABA 2019

No. 2114

We all have the power to prevent AIDS



**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1994-4558



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IMPORTANT NOTICE OF OFFICE RELOCATION

GOVERNMENT PRINTING WORKS PUBLICATIONS SECTION

Dear valued customer,

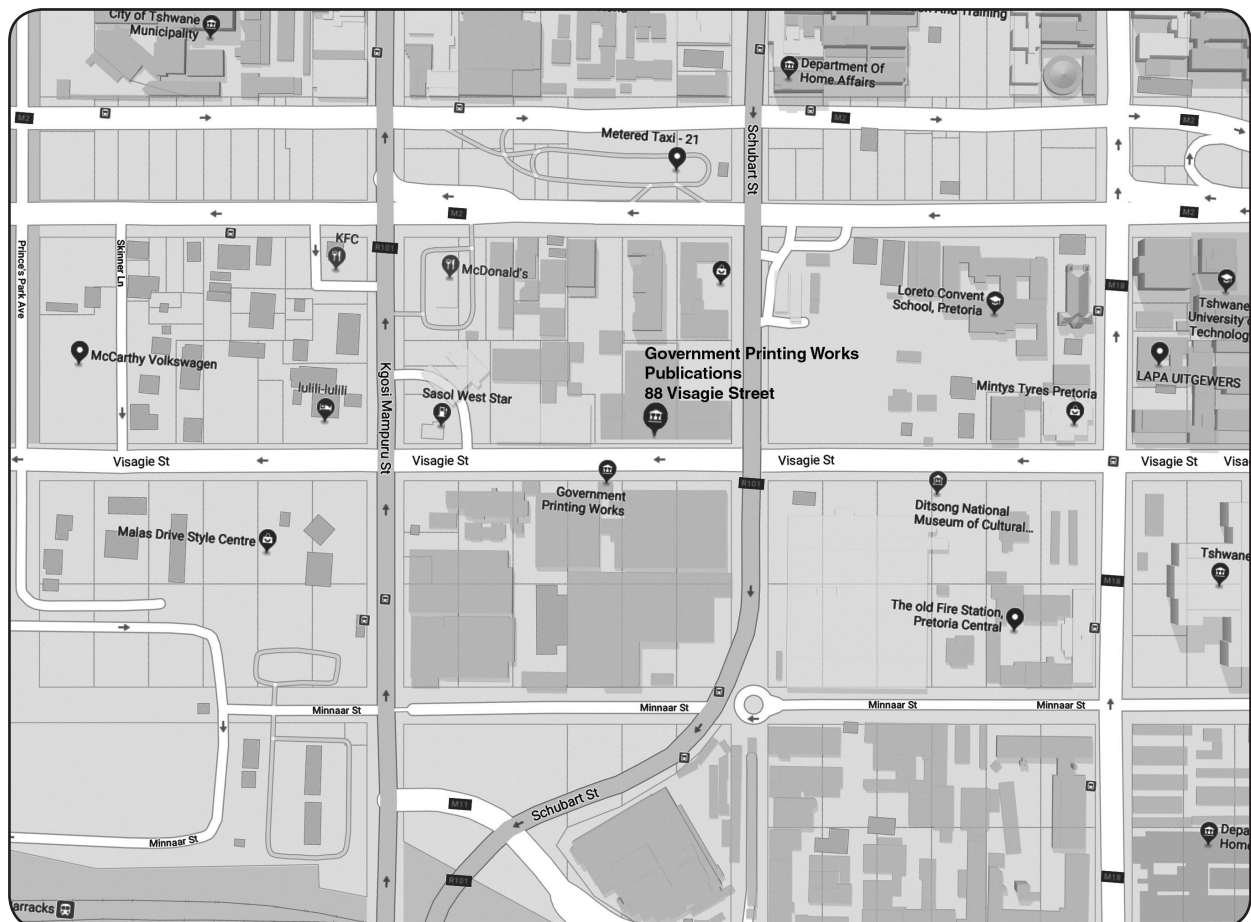
We would like to inform you that with effect from the 1st of November 2019, the Publications Section will be relocating to a new facility at the corner of **Sophie de Bruyn** and **Visagie Street, Pretoria**. The main telephone and facsimile numbers as well as the e-mail address for the Publications Section will remain unchanged.

Our New Address:
88 Visagie Street
Pretoria
0001

Should you encounter any difficulties in contacting us via our landlines during the relocation period, please contact:

Ms Maureen Toka
Assistant Director: Publications
Cell: 082 859 4910
Tel: 012 748-6066

We look forward to continue serving you at our new address, see map below for our new location.



IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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Closing times for **ORDINARY WEEKLY** 2019 KWAZULU-NATAL PROVINCIAL GAZETTE

The closing time is **15:00** sharp on the following days:

- **24 December 2018**, Thursday for the issue of Thursday **03 January 2019**
- **03 January**, Thursday for the issue of Thursday **10 January 2019**
- **10 January**, Thursday for the issue of Thursday **17 January 2019**
- **17 January**, Thursday for the issue of Thursday **24 January 2019**
- **24 January**, Thursday for the issue of Thursday **31 January 2019**
- **31 January**, Thursday for the issue of Thursday **07 February 2019**
- **07 February**, Thursday for the issue of Thursday **14 February 2019**
- **14 February**, Thursday for the issue of Thursday **21 February 2019**
- **21 February**, Thursday for the issue of Thursday **28 February 2019**
- **28 February**, Thursday for the issue of Thursday **07 March 2019**
- **07 March**, Thursday for the issue of Thursday **14 March 2019**
- **14 March**, Thursday for the issue of Thursday **21 March 2019**
- **20 March**, Wednesday for the issue of Thursday **28 March 2019**
- **28 March**, Tuesday for the issue of Thursday **04 April 2019**
- **04 April**, Thursday for the issue of Thursday **11 April 2019**
- **11 April**, Thursday for the issue of Thursday **18 April 2019**
- **16 April**, Tuesday for the issue of Thursday **25 April 2019**
- **24 April**, Wednesday for the issue of Thursday **02 May 2019**
- **02 May**, Thursday for the issue of Thursday **09 May 2019**
- **09 May**, Thursday for the issue of Thursday **16 May 2019**
- **16 May**, Thursday for the issue of Thursday **23 May 2019**
- **23 May**, Thursday for the issue of Thursday **30 May 2019**
- **30 May**, Thursday for the issue of Thursday **06 June 2019**
- **06 June**, Wednesday for the issue of Thursday **13 June 2019**
- **12 June**, Wednesday for the issue of Thursday **20 June 2019**
- **20 June**, Thursday for the issue of Thursday **27 June 2019**
- **27 June**, Thursday for the issue of Thursday **04 July 2019**
- **04 July**, Thursday for the issue of Thursday **11 July 2019**
- **11 July**, Thursday for the issue of Thursday **18 July 2019**
- **18 July**, Thursday for the issue of Thursday **25 July 2019**
- **25 July**, Thursday for the issue of Thursday **01 August 2019**
- **01 August**, Friday for the issue of Thursday **08 August 2019**
- **07 August**, Wednesday for the issue of Thursday **15 August 2019**
- **15 August**, Thursday for the issue of Thursday **22 August 2019**
- **22 August**, Thursday for the issue of Thursday **29 August 2019**
- **29 August**, Thursday for the issue of Thursday **05 September 2019**
- **05 September**, Thursday for the issue of Thursday **12 September 2019**
- **12 September**, Thursday for the issue of Thursday **19 September 2019**
- **18 September**, Wednesday for the issue of Thursday **26 September 2019**
- **26 September**, Thursday for the issue of Thursday **03 October 2019**
- **03 October**, Thursday for the issue of Thursday **10 October 2019**
- **10 October**, Thursday for the issue of Thursday **17 October 2019**
- **17 October**, Thursday for the issue of Thursday **24 October 2019**
- **24 October**, Thursday for the issue of Thursday **31 October 2019**
- **31 October**, Thursday for the issue of Thursday **07 November 2019**
- **07 November**, Thursday for the issue of Thursday **14 November 2019**
- **14 November**, Thursday for the issue of Thursday **21 November 2019**
- **21 November**, Thursday for the issue of Thursday **28 November 2019**
- **28 November**, Thursday for the issue of Thursday **05 December 2019**
- **05 December**, Thursday for the issue of Thursday **12 December 2019**
- **11 December**, Wednesday for the issue of Thursday **19 December 2019**
- **18 December**, Wednesday for the issue of Thursday **26 December 2019**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

| Pricing for National, Provincial - Variable Priced Notices | | |
|--|--------------------------|---------------|
| Notice Type | Page Space | New Price (R) |
| Ordinary National, Provincial | 1/4 - Quarter Page | 252.20 |
| Ordinary National, Provincial | 2/4 - Half Page | 504.40 |
| Ordinary National, Provincial | 3/4 - Three Quarter Page | 756.60 |
| Ordinary National, Provincial | 4/4 - Full Page | 1008.80 |

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

| Government Gazette Type | Publication Frequency | Publication Date | Submission Deadline | Cancellations Deadline |
|---|--------------------------------|---|---|--|
| National Gazette | Weekly | Friday | Friday 15h00 for next Friday | Tuesday, 15h00 - 3 working days prior to publication |
| Regulation Gazette | Weekly | Friday | Friday 15h00 for next Friday | Tuesday, 15h00 - 3 working days prior to publication |
| Petrol Price Gazette | Monthly | Tuesday before 1st Wednesday of the month | One day before publication | 1 working day prior to publication |
| Road Carrier Permits | Weekly | Friday | Thursday 15h00 for next Friday | 3 working days prior to publication |
| Unclaimed Monies (Justice, Labour or Lawyers) | January / September 2 per year | Last Friday | One week before publication | 3 working days prior to publication |
| Parliament (Acts, White Paper, Green Paper) | As required | Any day of the week | None | 3 working days prior to publication |
| Manuals | Bi- Monthly | 2nd and last Thursday of the month | One week before publication | 3 working days prior to publication |
| State of Budget (National Treasury) | Monthly | 30th or last Friday of the month | One week before publication | 3 working days prior to publication |
| <i>Extraordinary Gazettes</i> | As required | Any day of the week | <i>Before 10h00 on publication date</i> | <i>Before 10h00 on publication date</i> |
| Legal Gazettes A, B and C | Weekly | Friday | One week before publication | Tuesday, 15h00 - 3 working days prior to publication |
| Tender Bulletin | Weekly | Friday | Friday 15h00 for next Friday | Tuesday, 15h00 - 3 working days prior to publication |
| Gauteng | Weekly | Wednesday | Two weeks before publication | 3 days after submission deadline |
| Eastern Cape | Weekly | Monday | One week before publication | 3 working days prior to publication |
| Northern Cape | Weekly | Monday | One week before publication | 3 working days prior to publication |
| North West | Weekly | Tuesday | One week before publication | 3 working days prior to publication |
| KwaZulu-Natal | Weekly | Thursday | One week before publication | 3 working days prior to publication |
| Limpopo | Weekly | Friday | One week before publication | 3 working days prior to publication |
| Mpumalanga | Weekly | Friday | One week before publication | 3 working days prior to publication |

GOVERNMENT PRINTING WORKS - BUSINESS RULES

| Government Gazette Type | Publication Frequency | Publication Date | Submission Deadline | Cancellations Deadline |
|--------------------------------------|-----------------------|--|------------------------------|---|
| Gauteng Liquor License Gazette | Monthly | Wednesday before the First Friday of the month | Two weeks before publication | 3 working days after submission deadline |
| Northern Cape Liquor License Gazette | Monthly | First Friday of the month | Two weeks before publication | 3 working days after submission deadline |
| National Liquor License Gazette | Monthly | First Friday of the month | Two weeks before publication | 3 working days after submission deadline |
| Mpumalanga Liquor License Gazette | Bi-Monthly | Second & Fourth Friday | One week before publication | 3 working days prior to publication |

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

E-mail: submit.egazette@gpw.gov.za

For queries and quotations, contact: Gazette Contact Centre:

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GENERAL NOTICES • ALGEMENE KENNISGEWINGS**NOTICE 44 OF 2019****DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL
AFFAIRS****DETERMINATION IN TERMS OF REGULATION 171 OF THE KWAZULU-NATAL
GAMING AND BETTING REGULATIONS, 2012, THAT THE RESULTS OF VARIOUS
LOTTERIES OPERATED IN VARIOUS FOREIGN STATES ARE AN "OTHER EVENT OR
CONTINGENCY" UPON WHICH BETS MAY BE STRUCK IN KWAZULU-NATAL**

In terms of Regulation 171 of the KwaZulu-Natal Gaming and Betting Regulations, 2012, I hereby determine –

- Arizona the Pick (6/44)
- Bosnia and Herzegovina (5/39)
- Colorado Lotto (6/42)
- Hungary (6/42)
- Israel Double Lotto (6/37)
- Ohio Classic (6/49)
- Philippines (6/42)
- Slovakia (6/49)
- Michigan Classic Lotto (6/47)
- Barbados
- California Super Lotto (6/47)
- Croatia (6/45)
- Indiana Hoosier (6/46)
- Missouri Lotto (5/90)
- Otos Lotto (5/49)
- Portugal Toto Lotto (5/49)
- Switzerland (6/42)
- Kansas Super Cash (5/32)

to be "other events or contingencies" upon which bets may be struck in KwaZulu-Natal.

Given under my Hand at Pietermaritzburg on this ___ day of ____, Two thousand and nineteen.


MS. NOMUSA DUBE-NCUBE

Member of the Executive Council of the Province of KwaZulu-Natal
responsible for Gaming and Betting

**UMNYANGO WEZOKUTHUTHUKISWA KOMNOTHO, EZOKUVAKASHA KANYE
NEZEMVELO**

**ISINQUMO NGOKOMTHETHONQUBO 171 WEMITHETHONQUBO YEMIDLALO YEMALI
NOKUBHEJA YAKWAZULU-NATALI, 2012 SOKUTHI IMIPHUMELA EYEHLUKENE
YELOTHO EDLALWA EMAZWENI ANGAPHANDLE EHLUKAHLUKENE "INGEMINYE
IMICIMBI" ENGABHEJELWA KWAZULU-NATALI**

NgokoMthethonqubo 171 weMithethonqubo yeMidlalo yeMali nokuBheja yaKwaZulu-Natali, 2012, ngalokhu ngingquma ukuthi –

- i-Arizona the Pick (6/44)
- i-Bosnia and Herzegovina (5/39)
- i-Colorado Lotto (6/42)
- i-Hungary (6/42)
- i-Israel Double Lotto (6/37)
- i-Ohio Classic (6/49)
- i-Philippines (6/42)
- i-Slovakia (6/49)
- i-Michigan Classic Lotto (6/47)
- i-Barbados
- i-California Super Lotto (6/47)
- i-Croatia (6/45)
- i-Indiana Hoosier (6/46)
- i-Missouri Lotto (5/90)
- i-Otos Lotto (5/49)
- i-Portugal Toto Lotto (5/49)
- i-Switzerland (6/42)
- i-Kansas Super Cash (5/32)

kube "ngeminye imicimbi" engabhejelwa KwaZulu-Natali.

Sikhishwe ngaphansi kweSandla sami eMgungundlovu mhla _____ ku _____
_____, ngoNyaka weziNkulungwane eziMbili neShumi nesiShiyagalolunye.

NKK. NOMUSA DUBE-NCUBE

iLungu loMkhandlu oPhethe esiFundazweni saKwaZulu-Natali
elibhekele ezeMidlalo yeMali nokuBheja

**DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL
AFFAIRS**

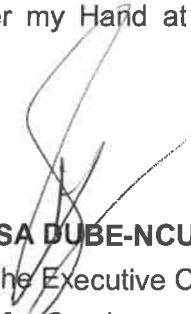
**DETERMINATION IN TERMS OF REGULATION 171 OF THE KWAZULU-NATAL
GAMING AND BETTING REGULATIONS, 2012, THAT THE RESULTS OF VARIOUS
LOTTERIES OPERATED IN VARIOUS FOREIGN STATES ARE AN “OTHER EVENT OR
CONTINGENCY” UPON WHICH BETS MAY BE STRUCK IN KWAZULU-NATAL**

In terms of Regulation 171 of the KwaZulu-Natal Gaming and Betting Regulations, 2012, I hereby determine –

- Lithuania Bet Games (Dice)
- Lithuania Bet Games (Wheel of Fortune)
- Lithuania Bet Games (Baccarat)
- Lithuania Bet Games (Dice Due)
- Lithuania Bet Games (Bet on Poker)
- Lithuania Bet Games (war of Bets)

to be “other events or contingencies” upon which bets may be struck in KwaZulu-Natal.

Given under my Hand at Pietermaritzburg on this ___day of _____, Two thousand and nineteen.


MS. NOMUSA DUBE-NCUBE

Member of the Executive Council of the Province of KwaZulu-Natal
responsible for Gaming and Betting

**UMNYANGO WEZOKUTHUTHUKISWA KOMNOTHO, EZOKUVAKASHA KANYE
NEZEMVELO**

**ISINQUMO NGOKOMTHETHONQUBO 171 WEMITHETHONQUBO YEMIDLALO YEMALI
NOKUBHEJA YAKWAZULU-NATALI, 2012 SOKUTHI IMIPHUMELA EYEHLUKENE
YELOTHO EDLALWA EMAZWENI ANGAPHANDLE EHLUKAHLUKENE “INGEMINYE
IMICIMBI” ENGABHEJELWA KWAZULU-NATALI**

NgokoMthethonqubo 171 weMithethonqubo yeMidlalo yeMali nokuBheja yaKwaZulu-Natali, 2012, ngalokhu nginquma ukuthi –

- i-Lithuania Bet Games (Dice)
- i-Lithuania Bet Games (Wheel of Fortune)
- i-Lithuania Bet Games (Baccarat)
- i-Lithuania Bet Games (Dice Due)
- i-Lithuania Bet Games (Bet on Poker)
- i-Lithuania Bet Games (war of Bets)

kube “ngeminye imicimbi” engabhejelwa KwaZulu-Natali.

Sikhishwe ngaphansi kweSandla sami eMgungundlovu mhla _____ ku _____, ngoNyaka weziNkulungwane eziMbili neShumi nesiShiyagalolunye.

NKK. NOMUSA DUBE-NCUBE

iLungu loMkhandlu oPhethe esiFundazweni saKwaZulu-Natali
elibhekele ezeMidlalo yeMali nokuBheja

**DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL
AFFAIRS**

**DETERMINATION IN TERMS OF REGULATION 171 OF THE KWAZULU-NATAL
GAMING AND BETTING REGULATIONS, 2012, THAT THE RESULTS OF VARIOUS
LOTTERIES OPERATED IN VARIOUS FOREIGN STATES ARE AN "OTHER EVENT OR
CONTINGENCY" UPON WHICH BETS MAY BE STRUCK IN KWAZULU-NATAL**

In terms of Regulation 171 of the KwaZulu-Natal Gaming and Betting Regulations, 2012, I hereby determine –

- Arkansas State Jackpot
- Australia (7/45)
- Bosnia (6/45)
- Bulgaria (5/35)
- Bulgaria (6/42)
- Bulgaria (6/49)
- Bulgaria Zodiac Draw
- Denmark (7/36)
- Finland (7/40)
- Florida Fantasy 5
- Hungary (5/90)
- Hungary (6/45)
- Iceland (5/40)
- Idaho weekly Grand
- Israel Double Lotto
- Japan (7/37)
- Latvia (5/35)
- Luck for Life [Connect Lottery]
- Malta (5/90)
- Malta Super (5/45)
- Milano (5/90)
- Mozambique (6/49)
- Napoli (5/90)
- Netherlands (6/45)
- Norway
- Philippines (6/55)
- Roma (5/90)
- Romania (5/40)
- Romania Joker Draw
- Russia (6/36)
- Russia Sportloto (5/50)

- Russia Gosloto (7/49)
- Serbia (7/39)
- Texas Cash Five
- UK Health Lottery
- Viking

to be “other events or contingencies” upon which bets may be struck in KwaZulu-Natal.

Given under my Hand at Pietermaritzburg on this ___ day of _____, Two thousand and nineteen.



MS. NOMUSA DUBE-NCUBE

Member of the Executive Council of the Province of KwaZulu-Natal
responsible for Gaming and Betting

**UMNYANGO WEZOKUTHUTHUKISWA KOMNOTHO, EZOKUVAKASHA KANYE
NEZEMVELO**

**ISINQUMO NGOKOMTHETHONQUBO 171 WEMITHETHONQUBO YEMIDLALO YEMALI
NOKUBHEJA YAKWAZULU-NATALI, 2012 SOKUTHI IMIPHUMELA EYEHLUKENE
YELOTHO EDLALWA EMAZWENI ANGAPHANDLE EHLUKAHLUKENE “INGEMINYE
IMICIMBI” ENGABHEJELWA KWAZULU-NATALI**

NgokoMthethonqubo 171 weMithethonqubo yeMidlalo yeMali nokuBheja yaKwaZulu-Natali, 2012, ngalokhu ngingquma ukuthi –

- i-Arkansas State Jackpot
- i-Australia (7/45)
- i-Bosnia (6/45)
- i-Bulgaria (5/35)
- i-Bulgaria (6/42)
- i-Bulgaria (6/49)
- i-Bulgaria Zodiac Draw
- i-Denmark (7/36)
- i-Finland (7/40)
- i-Florida Fantasy 5
- i-Hungary (5/90)
- i-Hungary (6/45)
- i-Iceland (5/40)
- i-Idaho weekly Grand
- i-Israel Double Lotto
- i-Japan (7/37)
- i-Latvia (5/35)
- i-Luck for Life [Connect Lottery]
- i-Malta (5/90)
- i-Malta Super (5/45)
- i-Milano (5/90)
- i-Mozambique (6/49)
- i-Napoli (5/90)
- i-Netherlands (6/45)
- i-Norway
- i-Philippines (6/55)
- i-Roma (5/90)
- i-Romania (5/40)
- i-Romania Joker Draw
- i-Russia (6/36)
- i-Russia Sportloto (5/50)
- i-Russia Gosloto (7/49)
- i-Serbia (7/30)

Sikhishwe ngaphansi kweSandla sami eMgungundlovu mhla _____ ku _____ , ngoNyaka weziNkulungwane eziMbili neShumi nesiShiyagalolunye.


NKK. NOMUSA DUBE-NCUBE

iLungu loMkhandlu oPhethe esiFundazweni saKwaZulu-Natali
elibhekele ezeMidlalo yeMali nokuBheja

NOTICE 45 OF 2019



KWAZULU-NATAL GAMING AND BETTING BOARD

PUBLIC HEARINGS FOR APPLICATIONS

In terms of section 37 read with Regulation 21 of the KwaZulu-Natal Gaming and Betting Act, 2010 (Act No. 08 of 2010), notice is hereby given that public hearings for the under-mentioned application will be held on **Monday: 09 September 2019 at KZNGBB House, Redlands Estate, 1 George MacFarlane Lane, Pietermaritzburg, 3201, at 09:00**. The details of the application are as follows:

1. ACQUISITION OF CONTROLLING INTEREST OR FINANCIAL INTEREST IN THE CASINO LICENSEE IN TERMS OF SECTION 43A OF THE KZN GAMING AND BETTING ACT NO. 08 OF 2010 AS AMENDED

| APPLICANT | THE SHAREHOLDER FROM WHOM THE SHARES ARE ACQUIRED | PERCENTAGE INTEREST SOUGHT | LICENSEE |
|---|---|----------------------------|--|
| Sun International (South Africa) Ltd: 6 Sandown Valley Crescent, Sandton 2031 | Dolcoast Investments SPV (Pty) Ltd | 22.39% | Afrisun KZN (Pty) Ltd t/a Sibaya Casino & Entertainment Kingdom operating from 01 Sibaya Drive, Umhlanga Rocks, DURBAN |

2. APPLICATIONS FOR CONSENT TO ACQUIRE A FINANCIAL INTEREST IN A LICENSEE IN TERMS OF SECTION 43A OF THE KZN GAMING AND BETTING ACT NO. 08 OF 2010 AS AMENDED:

| # | APPLICANT / CORPORATE BODY / ENTITY | APPLICANT'S ADDRESS | CURRENT LICENSEE | LICENSEE'S ADDRESS | INTEREST ACQUIRED |
|----|-------------------------------------|---|--|---|-------------------|
| 1. | Playa Investments KZN (Pty) Ltd | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 74% |
| 2. | Omame Betsshops (Pty) Ltd | 1 Montgomery Drive Illovu Sugar Park Block C, Unit 2 Mount Edgecombe Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 26% |
| 3. | United Bet Investments (Pty) Ltd | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | United Bet (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 70% |
| 4. | Orren Family Holdings (Pty) Ltd | 12 Richard Road Industria North Roodepoort Gauteng | United Bet (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 30% |

KENNISGEWING 45 VAN 2019



KWAZULU-NATAL DOBBELRAAD

KENNISGEWING VAN OPENBARE AANHOOR

Ingevolge van artikel 37 saamgelees met Regulasie 21 van die KwaZulu-Natal Wet op Dobbelary en Weddery, 2010 (Wet No. 8 van 2010), dat 'n openbare aanhoor vir die ondervermelde aansoeke gehou sal word om **Mandaag: 09 September 2019 by KZNGBB House, Redlands Estate, 1 George MacFarlane Lane, Pietermaritzburg, 3201, at 09:00. Die besonderhede van die aansoek is soos volg:**

1. KENNISGEWING VAN 'N AANSOEK ONTVANG VIR 'N TOESTEMMING OM 'N FINANSIELEBELANG IN 'N KASINO LISENSIE LISENSIEHOUER KORPORATIEWE ENTITEIT IN TERME VAN ARTIKEL 43A VAN DIE KWAZULU NATAL DOBBELARY EN WEDDERY WET, 2010, SOOS GEWYSIG:

| APPLIKAANT | DIE AANDEELHOUER WAARVAN DIE AANDELE VERKRY WORD | PERSENTASIE BELANG GEVRAAGDE | LISENSIE |
|---|--|------------------------------|---|
| Sun International (South Africa) Bpk: 6 Sandown Valley Crescent, Sandton 2031 | Dolcoast Investments (Edms) Bpk | 22.39% | Afrisun KZN (Edms) Bpk h / a Sibaya Casino & Entertainment Kingdom operating from 01 Sibaya Drive, Umhlanga Rocks, DURBAN |

2. KENNISGEWING VAN 'N AANSOEK ONTVANG VIR 'N TOESTEMMING OM 'N FINANSIELEBELANG IN 'N BOEKMAKER LISENSIEHOUER KORPORATIEWE ENTITEIT IN TERME VAN ARTIKEL 43A VAN DIE KWAZULU NATAL DOBBELARY EN WEDDERY WET, 2010, SOOS GEWYSIG:

| # | AANSOEKER | AANSOEKER ADRES | HUIDIGE LISENSIE | HUIDIGE LISENSIES ADRES | GESOEKTE PERSENTASIE |
|----|----------------------------------|---|--|---|----------------------|
| 1. | Playa Investments KZN (Pty) Ltd | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 74% |
| 2. | Omame Betshops (Pty) Ltd | 1 Montgomery Drive Illovu Sugar Park Block C, Unit 2 Mount Edgecombe Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 26% |
| 3. | United Bet Investments (Pty) Ltd | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | United Bet (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 70% |
| 4. | Orren Family Holdings (Pty) Ltd | 12 Richard Road Industria North Roodepoort Gauteng | United Bet (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 30% |



IBHODI YEZOKUGEMBULA NEZOKUBHEJA YAKWAZULU-NATALI

ISAZISO NGESIGCAWU SOKULALELWA KWEZICELO EZAMUKELIWE

Ngokwezinhlinzeko zesigaba 37 kanye nokomthethonqubo 21 wezokuGembula nokuBheja waKwaZulu-Natali, (uMthetho No. 08 ka 2010), ngalokhu lapha kunikezelwa isaziso sokuthi inkundla yomphakathi yesicelo esilandelayo izobanjwa ngo**Msombuluko** zingu – **09 kuMandulo 2019, e KZNGBB House, Redlands Estate, 1 George MacFarlane Lane, Pietermaritzburg, 3201, at 09:00.** Imininingwane yomfakisicelo ibaluliwe ngazansi:

1. SELUNGELO LOKULAWULA NOMA LOKUHLUMULA NGOKWEZIMALI KWIKHASINO (IBHIZINISI LOKUGEMBULA) NGOKWEZINHLINEZKO ZESIGABA 43A SOMTHETHO WEZOKUPHATHWA KWEZOKUGEMBULA WAKWAZULU-NATALI NO 08 KA 2010, KUNYE

| UMFAKISICELO | UMNINI WESABELO ESITHATHWA NGUMFAKISICELO | ISILINGANISO SOMHLUMULO | UMNINI WELAYISENSI |
|---|---|-------------------------|--|
| Sun International (South Africa) Ltd: 6 Sandown Valley Crescent, Sandton 2031 | Dolcoast Investments SPV (Pty) Ltd | 22.39% | Afrisun KZN (Pty) Ltd t/a Sibaya Casino & Entertainment Kingdom operating from 01 Sibaya Drive, Umhlanga Rocks, DURBAN |

2. ZICELO EZAMUKELIWE ZELUNGELO LOKUHLUMULA NGOKWEZIMALI NGOKWEZINHLINEZKO ZESIGABA 43A SOMTHETHO WEZOKUPHATHWA KWEZOKUGEMBULA WAKWAZULU-NATALI NO 08 KA 2010, KUNYE

| # | UMFAKISICELO | IKHELI LOMFAKI SICELO | UMNINILAYISENSI | INDAWO YOKUSEBENZELA YAMANJE | UBUNGAKO BOKUHLUMULA |
|----|----------------------------------|--|--|---|----------------------|
| 1. | Playa Investments KZN (Pty) Ltd | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 74% |
| 2. | Omame Betshops (Pty) Ltd | 1 Montgomery Drive Ilovu Sugar Park Block C, Unit 2 Mount Edgecombe Durban | Playabets KZN (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 26% |
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| 4. | Orren Family Holdings (Pty) Ltd | 12 Richard Road Industria North Roodepoort Gauteng | United Bet (Pty) Ltd Bookmaker Licensee | Suite 2 FMI House Ocean Dunes 2 Heleza Boulevard Sibaya Durban | 30% |

PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

PROVINCIAL NOTICE 116 OF 2019



UMVOTI MUNICIPALITY

ASSESSMENT OF RATES 2019/2020

Notice is hereby given in accordance with section 24 of the Municipal Finance Management Act, Act 56 of 2003 read together with section 75A of the Municipal Systems Act, act 32 of 2000 and section 14 of the Municipal Property Rates Act, Act 6 of 2004 as amended that council by resolution on the 31 May 2019, has assessed and approved the Rates and Tariffs as follows:

UMVOTI MUNICIPALITY : RATE TARIFFS FOR 2019/2020 FINANCIAL YEAR

| | Number | Category of Property | Cents in the Rand Value |
|--|--------|---------------------------------------|------------------------------|
| | 1 | Residential | 1 .87(ONE POINT EIGHT SEVEN) |
| | 2 | Sectional Title Residential | 1 .87(ONE POINT EIGHT SEVEN) |
| | 3 | Commercial | 2.77 (TWO POINT SEVEN SEVEN) |
| | 4 | Industrial | 1 .87(ONE POINT EIGHT SEVEN) |
| | 5 | All agricultural | 0.47(ZERO POINT FOUR SEVEN) |
| | 6 | Communal Property | 0.47(ZERO POINT FOUR SEVEN) |
| | 7 | Communal Property Associations | 0.47(ZERO POINT FOUR SEVEN) |
| | 8 | Institutional | 1 .87(ONE POINT EIGHT SEVEN) |
| | 9 | National Monuments | 1 .87(ONE POINT EIGHT SEVEN) |
| | 10 | Municipal | 1 .87(ONE POINT EIGHT SEVEN) |
| | 11 | Public Benefit Organizations | 0.47(ZERO POINT FOUR SEVEN) |
| | 12 | Public Service Infrastructure | 0.47(ZERO POINT FOUR SEVEN) |
| | 13 | Special Purpose | 1 .87(ONE POINT EIGHT SEVEN) |
| | 14 | Protected Area | 1 .87(ONE POINT EIGHT SEVEN) |
| | 14 | State owned | 2.77 (TWO POINT SEVEN SEVEN) |
| | 15 | Place of Worship | 1 .87(ONE POINT EIGHT SEVEN) |
| | 16 | Properties leased by the Municipality | 1 .87(ONE POINT EIGHT SEVEN) |

The following rates rebates shall be granted on the assessed rates

| UMVOTI MUNICIPALITY : RATES RELIEF FOR THE FINANCIAL YEAR 2019/2020 | | | | | | |
|---|--------------------------|--|---------------|---|-----------------------------|--|
| Category of Property | Category of Owner | Impermissible in terms of S17 of the MPRA | Rebate | Reduction in value before rating | Exemption from Rates | Phasing In Discount of rates in terms of section 21 |
| Residential | | R15,000 reduction before rating | | R60,000 | | |
| Sectional Title Residential | | R15,000 reduction before rating | | R60,000 | | |
| Agricultural and small holdings | | | 20% | | | |
| Institutional | | | | | 100% | 100% discount of the assessed rates |
| National Monuments | | | | | 100% | |
| Municipal | | | | | 100% | |
| Protected Area | | | | | 100% | |
| Public Benefit Organizations | | | | | 100% | |
| Public Service Infrastructure | | The first 30% of the value | | | 100% | |
| Place of Worship | | 100% | | | | |
| Owners of Property registered as Indigents | | 100% | | | | |
| Owners of property registered as Pensioners (R6000 income limit , unlimited Market value) | | 60% | | | | |

TARRIFF OF CHARGES

All Municipal Tariff of charges has been amended and will lie open for inspection at the office of the Municipal Manager, Budget and Treasury Office, Municipal Web Site and the Library together with the 2019/2020 Capital and Operating budget, during office hours 08:00 am to 16:30 from Monday to Friday.

Rates will be levied in 12 equal installments commencing with the July 2019 billing with the final installment being raised in June 2020.

All accounts are due and payable within 12 days from date of account and interest will be raised on all outstanding amounts at a rate of 1.5% per month. Disconnection will follow thereafter and the onus is upon the consumer to ensure that accounts are paid by due date as council does not accept any responsibility of warning notices not being delivered prior to disconnection.

Prepaid clients who goes into arrears with their rates and refuse accounts will be blocked from purchasing any prepaid electricity until their accounts are fully settled.

The English text is considered the correct publication in the event of any errors or omissions.

**MRS TN NGIBA
MUNICIPAL MANAGER**

**P O BOX 71
GREYTOWN, 3250**

NOTICE NO: 4457

MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS

MUNICIPAL NOTICE 109 OF 2019



The Game changer of South Coast development

MUNICIPAL NOTICE: 131 of 2019

RAY NKONYENI MUNICIPALITY: FILM BY-LAW, 2019

PURPOSE & THE OBJECTIVE OF THE RAY NKONYENI MUNICIPALITY FILM BY- LAW,

To facilitate and regulate filming within the Ray Nkonyeni Municipality area, to provide for the issuing of a film permit; to provide for filming in environmental sensitive areas; to provide for the use of municipal services during filming; to provide for the duties of film permit holder, location manager or nominated official; to provide for prohibitions, offences and penalties and to provide for matters incidental thereto. Further, this By-law will also assist in collecting film activities and statistics (for local and provincial use by entities such as KwaZulu-Natal Film Commission – KZNFC, and to support local economic development databases around filming)

PREAMBLE

WHEREAS the Municipality has executive authority in respect of, and has the right to administer the local government matters listed in Parts B of Schedule 4 and 5 of the Constitution relating to local tourism, local amenities, public places and control of public nuisances;

WHEREAS the Municipality recognises the potential and the actual role that filming plays in the economy of Ray Nkonyeni Municipality;

WHEREAS the Municipality adopts a developmental approach to filming within a well-managed municipal area, consideration must also be given to–

- (a) the promotion of social and economic development;
- (b) the promotion of a safe and healthy environment;
- (c) municipal planning;
- (d) learning and development of human capital; and
- (e) the management of public places and public roads;

WHEREAS the Municipality recognises the need to promote the establishment of Ray Nkonyeni Municipality as a dynamic, creative, innovative cost-effective production centre for all forms of entertainment media products, where the film and media sector contributes significantly to the economy and to the international profile of Ray Nkonyeni Municipality and all its citizens;

WHEREAS the Municipality is committed to process applications for permission to carry out filming in its area of jurisdiction.

WHEREAS the municipality has committed to jointly establish Ugu Film Office, to be located at the Ugu South Coast Tourism, whose mandate and principle objectives is to profile and promote the Ugu District as a globally, continentally and regionally significant film destination; Source inward investment in film production in the district; Provide transformative socio-economic opportunity via the film sector's value chain for the beneficiation of the people of the district; and capacitate and enable prospective practitioners and enterprises in order to maximise employment opportunity.

WHEREAS the Municipality recognises the need to build co-operation and partnerships between key local and international players and establish linkages and collaborations with provincial and national programmes;

AND WHEREAS the Municipality intends to provide a facility, to process film and film-related applications, while continuing to act within the constraints of the Constitution and existing legislation;

NOW THEREFORE the Municipal Council of Ray Nkonyeni Municipality, acting in terms of section 156 read with Schedules 4 Part B and 5 Part B of the Constitution of the Republic of South Africa, and read with section 11 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), hereby makes the following By-law:

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1. Definitions
2. Interpretation of the By-law
3. Application of By-law
4. Control of filming
5. Application for filming
6. Filming on roads
7. Children on set
8. Procedure for use of animals on set
9. Special effects
10. Filming in environmental sensitive areas
11. Use of municipal services
12. Use of municipal property
13. Duty of permit holder, location manager or nominated authority
14. Insurance
15. Prohibitions
16. Compliance notice
17. Recovery of costs
18. Right of entry and inspection
19. Offences
20. Penalties
21. Delegations
22. Appeals
23. Short title and commencement

Schedule A: time frames

1. Definitions

In this By-law, unless the context indicates otherwise—

“authorised official” means a person authorised to implement the provisions of this By-law, including but not limited to—

(a) peace officers as contemplated in section 334 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977);

(b) municipal or metropolitan police officer as contemplated in the South African Police Service Act, 1995 (Act No. 68 of 1995); and

(c) such employees, agents, delegated nominees, representatives and service providers of the municipality as are specifically authorised by the municipality in this regard: Provided that for the purposes of search and seizure, where such person is not a peace officer, such person must be accompanied by a peace officer;

“child” means any person under the age of 18 years and **“children”** has a corresponding meaning;

“child performer” means a child under the age of 18 years employed or contracted as an actor or performer in a motion picture or live theatrical production, or in a radio or television production or similar production for commercial media;

“coastal area” means the land that constitutes the coastal zone of a coastal municipality;

“Constitution” means the Constitution of the Republic of South Africa, 1996;

“film regulating committee” means the committee within Ray Nkonyeni Municipality, responsible for matters regarding films and filmmaking including the granting of filming permits;

“environmental impact assessment” means a systematic process of identifying, assessing and reporting environmental impacts associated with a proposed development activity;

“environmental management programme” means a practical programme that provides a description of the methods and procedures for mitigating and monitoring impacts, as well as containing environmental objectives and targets needed to reduce or eliminate negative environmental impacts;

“environmental sensitive areas” means land and water areas containing natural features or ecological functions, and structures, building and landscapes of such significance as to warrant their protection in the best long-term interest of the people and environment of Ray Nkonyeni Municipality, and includes: -

- (a) Open space areas, identified as having significant biodiversity value;
- (b) Wetlands;
- (c) Rivers and Riparian Areas;
- (d) Floodplains;
- (e) Estuaries;
- (f) Coastal Dune System, Rocky Shores and Intertidal Zones;
- (g) Municipal Conversation Areas; and
- (h) Sites of historical and cultural significance and value to Ray Nkonyeni Municipality;

“filming” means the recording of moving or still images, whether on film or video tape, digitally or by any other means, and all film-related activities attendant thereto but excludes –

- (a) the video recording of a wedding ceremony or other private celebrations or event for the purposes of making a video record thereof for its participants;
- (b) street interviews, press conferences or the recording of current affairs or news for immediate release including reporters, photographers or cameramen in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest;
- (c) family videos;
- (d) studio filming; and
- (e) filming activities, whether motion or still photography, conducted on private property, facilities or buildings, including open spaces where dedicated parking or government services are not required,

“film-related activities” means all activities attendant to filming, including but not limited to–

- (a) interruption of traffic on public roads, public parking or pedestrians on sidewalks for the purpose of carrying out a film production assignment;
- (b) the running of wires or cables across or over sidewalks or public roads for the purpose of carrying out a film production assignment;
- (c) activities that are conducted on beaches, beach or launch sites, coastal areas, public launch sites, vehicle launch sites or stadiums for the purpose of carrying out a film production assignment;

- (d) the use of generators, tripods or camera dollies on sidewalks, public roads or public parking for the purpose of carrying out a film production assignment;
- (e) activities that have an impact on public parking and public open spaces and environmentally protected areas for the purpose of carrying out a film production assignment;
- (f) filming activities that will generate noise and air pollution;
- (g) use of animals on set for the purpose of carrying out a film production assignment;
- (h) filming activities that will impact on a municipal property; and
- (i) any other activity that may be determined by the Municipality as being undertaken for the purpose of carrying out a film production assignment;

“film permit” means a permit issued in terms of section 5 of this By-law;

“location code of conduct” means a set of regulatory guidelines that are considered binding and applicable on any person who is a member of the film production assignment taking place in a specified location within the Ray Nkonyeni Municipality;

“location manager” means a member of the film crew responsible for–

- (a) finding and securing locations to be used;
- (b) obtaining all needed fire, police and other governmental permits; and
- (c) coordinating the logistics involved for the production to successfully complete its necessary work, and is also the face of the production to the community and responsible for addressing the issues that may arise due to the production's impact on the community;

“municipal council” or **“council”** means the Ray Nkonyeni Municipality municipal council, a municipal council referred to in section 157(1) of the Constitution;

“municipal property” means property owned by, leased by or under the control of the Municipality;

“Municipality” means Ray Nkonyeni Municipality, a category B local municipality as envisaged in terms of section 155(1) of the Constitution of the Republic of South Africa and established in terms of the Municipal Systems Act of 2000 (Act No 32 of 2000);

“notification letter” means a letter issued by the permit holder or production company to residents or businesses in an area where filming is going to take place informing them about

the intended film production assignment and “concurrency letter” has a corresponding meaning;

“**permit holder**” means a person who has been issued with a film permit in terms of this By-law;

“**person**” means a natural or juristic person, and includes an organ of state;

“**production company**” means a company that provides a physical basis for works in the various categories such as film, television, radio, performing arts and new media art;

“**public place**” means any square, park, recreation ground, sportsground, sanitary lane or open space which has—

in connection with any subdivision or layout of land into erven, been provided, reserved or set apart for the use by the public, or the owners or occupiers of such erven, whether or not it is shown on a general plan, plan of subdivision or diagram;

(b) at any time been dedicated to the public;

(c) been used by the public without interruption for a period of at least 30 years; or

(d) at any time been declared or rendered as such by the Municipality or other competent authority;

“**special effects**” means an illusion created for films and television by props, camerawork or computer graphics;

“**stunt**” means an unusual and difficult physical feat or an act requiring a special skill performed for artistic purposes usually on television, theatre, cinema or film; and

“**unusual requests**” means permit application requesting permission to conduct out of the ordinary filming activities that will require extended consultation with government departments, communities and regulatory guidelines.

2. Interpretation of the By-law

If there is a conflict of interpretation between the English version of this By-law and a translated version, the English version prevails.

3. Application of By-law

(1) This By-law applies to all filming which occurs within the jurisdiction of the Ray Nkonyeni Municipality.

(2) If filming or film-related activities by a production company takes place in an area that forms part of Ingonyama Trust Board, the production company must notify the Inkosi of the area and seek his or her written approval.

(3) The written approval contemplated in terms of sub-section (2), must be submitted to the Film Regulating Committee as part of the application process.

4. Control of filming

(1) No person may carry out or undertake any filming on municipal property or in a public place—

(a) without a valid film permit issued by the Film Regulating Committee or its authorised official, acting on behalf of the Municipality;

(b) otherwise than in accordance with any applicable legislation; and

(c) unless he or she acts in accordance with any terms and conditions, as may be determined by the Municipality subject to subsection (2).

(2) The provisions of subsection (1) also apply to film-related activity on municipal property or in a public place where the actual recording of the film takes place on land other than municipal property or a public place.

(3) The Municipality may exercise its rights to access or intervene in a film production assignment if there is an emergency.

5. Application for filming

(1) Any person who intends to conduct filming within the Ray Nkonyeni Municipality must submit an application to the Film Regulating Committee,

(2) The application for a film shoot must include, but is not limited to, the submission of the following documents:

- (a) film permit application form;
- (b) public liability insurance;
- (c) signed copy of the location code of conduct;
- (d) indemnity form;
- (e) notification letter from Film Manager to affected communities
- (f) proof of payment of a fee referred hereto in subsection (3) if applicable; and
- (g) any other document or information that may be requested depending on the nature of the shoot.
- (h) where applicable, proof of approval by the Inkosi of the area

(3) In line with this By-law, any person who intends to do filming must pay the applicable fees or tariff to Ray Nkonyeni Municipality in order to be permitted to carry out intended filming..

(4) An application to conduct a film production assignment referred hereto in subsection (1) by any person, must be submitted to the authorised official in accordance with the timeframes detailed in Schedule A of this By-law.

(5) The production company shall be responsible for applying for approvals, authorisations, and permits that may be required in terms of all relevant–

- (a) international treaties of which the state is a signatory;
- (b) national legislation;
- (c) provincial legislation; and
- (d) municipal legislation.

(6) Upon receipt of an application for a permit, the Film Regulating Committee must issue written confirmation of acknowledgement of receipt of the application within 48 hours;

(7) The Film Regulating Committee must–

- (a) request any person who intends to carry out or conduct a film production assignment to provide notification letters to businesses, occupants, residents, vendors or adjacent properties notifying them of the activity intended; and
- (b) instruct such person to provide proof that the notification letters were served accordingly to all affected individuals and businesses.

(8) The notification letters as envisaged in subsection 7, must include–

- (a) full particulars of the name, address, occupation and contact details of the permit holder;
- (b) full particulars of the person who will be in charge of the filming, if such a person is not an applicant;
- (c) full details of such locations where the filming is intended to be carried out, the proposed starting and finishing times and the number of persons, vehicles, implements or other apparatus that will be used; and
- (d) general details of–
 - (i) the filming activities to be carried out;
 - (ii) roads or other municipal services that might be temporarily closed during the shoot; and
 - (iii) contacts of the authorised municipal official and those of the Ugu Film Office in case of any need to enquire about the film.

(9) All applications for filming must be approved by the Film Regulating Committee depending on the nature, the risk and size of the film as it may be determined in terms of Schedule A.

(10) The Film Regulating Committee may modify the time period for assessment and response of an application for a film permit as set out in Schedule A of this By-law, where the nature of the application demands coordination of 'unusual' requests.

(11) The Film Regulating Committee must accordingly notify any person who has applied for a film permit if the times for assessment and response are modified in terms of subsection 10.

(12) The Film Regulating Committee must consider any application for filming and may–

- (a) approve it subject to conditions;
- (b) request that additional information be furnished within a specified time frame; or
- (c) reject the application and provide reasons thereof.

6. Filming on roads

(1) Any person who intends to use National or Provincial roads that are situated within the Municipality for filming, must file such request with the Provincial Department of Transport as well as the South African National Roads Agency Limited for consideration, clearance and approval. Names of relevant officials shall be provided by the municipality upon request.

(2) Any application referred hereto in terms of subsection (1), after it has been approved by the said agencies, must be submitted to the municipality as part of the application process, particularly where such approval by the said agencies may affect the flow of traffic within the municipality.

(3) An application to film in a municipal road by any person must include the below information. Further, prior to approval by the Committee, Ray Nkonyeni Municipality's Public Safety Department must be duly notified:

- (a) a proposed plan and diagram indicating the actions to be taken by the film company to minimize risks to motorists and traffic flow;
- (b) the nature and extent of traffic management required;
- (c) a clear identification on the impact on traffic flow;
- (d) alternate traffic routes;
- (e) the impact on residents;
- (f) the impact on businesses; and
- (g) the date and time that the filming is set to take place.

7. Children on Set

Any person who intends to employ a child performer on set must–

- (a) comply with the all relevant labour legislation as applicable in the republic of South Africa

(2) Any person that has been granted permission by the National Department of Labour to use a child performer on set must–

- (a) attach such permission with the application for filming; and
- (b) produce as proof, the consent by either the parents of the child or the legal guardian.

8. Procedure for use of animals on set

(1) Any person who intends to use animals in a film shoot must comply with legislation regulating keeping and use of animals.

(2) The Municipality may consult the services of the local animal welfare organisations to assess proposed filming involving the use of animals when necessary.

9. Special effects

(1) The production company must, as part of its application to film, inform the Film Regulating Committee of any special effects, stunts and fireworks that will be used during the film production assignment.

(2) A letter of permission issued by the South African Police Service to use guns, ammunition, explosives, flammable liquids, or incendiary devices must be submitted to the Film Regulating Committee by the production company on application for the permit.

(3) The permit holder must ensure that a warrant officer of the South African Police Service, Emergency Medical Rescue Services and an authorised official from the Fire Department are informed in writing to enable them to be on site, where the onus shall then be firmly on those officials to ensure that proper processes are followed where there is a use of special effects, stunts or guns.

(4) Any person who intends to use fireworks in a film shoot must obtain authorisation from the Chief Inspector of Explosives of the South African Police Service and comply with all the requirements as set out in terms of the Explosives Act, 1956 (Act No. 26 of 1956) and any by-law of the Municipality regulating the use of fireworks.

(5) Any person who intends to use remotely piloted aircrafts or drones while filming for commercial outcome, interest or gain must have a drone operating license valid at the time of shooting.

10. Filming in Environmental Sensitive Areas

(1) The Film Regulating Committee may require the production company to conduct an environmental impact assessment or compile and implement an Environment Management Programme if the Municipality deems the film shoot to have a potential adverse impact on the environment.

(2) This By-law does not absolve the production company from complying with any other applicable national or provincial environmental legislation.

(3) Any person who intends to conduct filming on adjacent or in close proximity to an environmental sensitive area may be required to –

- (a) compile and implement an Environmental Management Programme, where such filming is a micro, small or medium shoot; or
- (b) conduct an Environmental Impact Assessment, where such filming is a large or very large shoot.

(4) The Environmental Management Programme or Environmental Impact Assessment referred to in subsection (3), must be submitted to Ray Nkonyeni Municipality: Development Planning Services Department for approval.

(5) Where an environmental authorisation is required in terms of the National Environmental Management Act, 2007 (Act No. 7 of 2007), its Impact Assessment Regulations and listing notices or specific environmental management Acts, this may be submitted in lieu of the Environmental Impact Assessment or Environmental Management Programme in terms of this By-law.

(6) The Municipality may require compliance with any norm or standard for film shooting in environmentally sensitive areas.

(7) The Municipality may prohibit filming in certain conservation areas having significant and sensitive biodiversity attributes.

11. Use of Municipal Services

(1) The production company may request the services of the Municipal departments on set including–

- (a) Disaster Management;
- (c) Municipal Protection Services;
- (d) Fire services;
- (e) Community Services (Cleansing and Solid Waste) or
- (f) any other relevant department.

(2) As per its approved tariff of charges, the municipality shall impose a fee, charge or tariff for the use of Municipal services as provided in terms of subsection (1) and such fee, charge or tariff will be payable by the production company.

12. Use of Municipal Property

Any person who intends to use municipal buildings and facilities for filming may do so in terms of the Municipality's by-law regulating the use of municipal premises and facilities, and applicable tariffs or charges shall be imposed.

13. Duty of permit holder, location manager or nominated authority

The permit holder, location manager or nominated authority must –

- (a) be present on set at all times;
- (b) produce the film permit on demand by an authorised official;
- (c) ensure that there is minimum disruption to businesses, residents and institutions during the film production assignment;
- (d) ensure proper site security and safety;
- (e) ensure that waste generated by the film production assignment is dealt with in accordance with the Municipality's by-law regulating waste removal;
- (f) advise the Film Regulating Committee of the name, position, organisation, address, telephone number, fax number and e-mail address of the location manager should there be any change in this information as identified in the film permit;
- (g) ensure that safety officers are on set and all relevant health and safety permits are available;

- (h) ensure that the area has been left in a neat and tidy condition at the end of each shoot;
- (i) advise if there are any changes or deviation in filming or conditions as per the approved permit; and
- (j) ensure that all those involved in filming comply with the Municipality's By-laws at all times.

14. Insurance

- (1) The production company must provide evidence to the satisfaction of the Municipality of appropriate—
 - (a) indemnity cover against third party liability claims; and
 - (b) specialised risk insurance inter alia, blanket liability or work cover, where stunts, special effects, pyrotechnics or any other activity which may put the public at risk is involved.
- (2) The Municipality shall not be liable for damages or compensation arising from filming or film-related activities conducted by the production company or anything lawfully done in good faith by the Municipality or any authorised official thereof in terms of this By-law.

15. Prohibitions

- (1) A permit holder must not do or permit to be done anything which may—
 - (a) constitute a nuisance;
 - (b) cause damage to any property;
 - (c) cause injury to the occupants of neighbouring or adjacent premises; or
 - (d) constitute a breach of any by-law, or other legislation or rules of any other competent authority including those pertaining to special events, parks, cemeteries, traffic, signs, parking and noise.
- (2) A film permit is not transferable from one—
 - (a) person to another;
 - (b) event to another;
 - (c) date and time to another; or
 - (d) location to another, without the written permission of the Municipality.

(3) Any film permit issued in terms of this By-law is only applicable for that film and will expire as prescribed on the permit issued.

16. Compliance notice

(1) The municipality through its authorised official may issue a compliance notice to any person who has contravened any provisions of this By-law or a condition of the permit.

(2) A compliance notice contemplated above must—

- (a) identify the person to whom it is addressed to;
- (b) indicate the provision of the relevant By-law that is being contravened or will be contravened if the condition is allowed to continue;
- (c) indicate the steps the person must take and the period within which such steps must be taken to rectify the contravention; and
- (d) direct the person's attention to the following:
 - (i) that the person could be prosecuted for and convicted of an offence;
 - (ii) that on conviction, the person will be liable for the penalties as provided for; and
 - (iii) that in addition to any fine which may be imposed, the Municipality may recover any costs it may have incurred in rectifying the contravention, as provided for under section 17.

(3) If the person, on whom a notice was served in terms of subsections(1), fails to comply with the requirements of the notice, the Municipality must—

- (a) immediately stop the filming or cause such filming to cease;
- (b) charge the permit holder, location manager or person in charge of filming in terms of section 19 of this By-law; and
- (c) confiscate material used for filming in compliance with the Criminal Procedure Act, 1977(Act No. 51 of 1977).

17. Recovery of Costs

(1) If a permit holder, location manager or nominated authority contravenes any provision of this By-law and fails or refuses to cease the contravention, or to take steps to rectify the contravention, the municipality may take those steps itself and recover the costs from the permit holder, location manager or nominated authority.

(2) The costs referred hereto in subsection (1) is in addition to any fine which may be imposed on the permit holder, location manager or nominated authority.

(3) The municipality acting in terms of subsection (1) is discretionary and dependant on–

- (a) each case of non - compliance; and
- (b) it having the necessary resources available to act under such circumstance, provided that subsection (1) does not create a positive duty on the Municipality to take steps to rectify every case of non-compliance.

18. Right of Entry and inspection

(1) An authorised official of the Municipality may, for any purpose connected with the enforcement of this By-law, at all reasonable times and without prior notice enter any public or private place –

- (a) where a film production assignment is being carried out; or
- (b) if he or she has reasonable grounds to suspect that a film production assignment is being carried out, in order to carry out such examination, inquiry or inspection as he or she may deem necessary.

19. Offences

(1) A person commits offence if he or she–

- (a) contravenes any provisions of this By-law;
- (b) terminates or allows the insurance to lapse or fails to notify the Municipality if such insurance is still in existence as required by section 14 of this By-law;
- (c) provides the Municipality with false information;
- (b) contravenes any conditions, restrictions or prohibitions imposed in terms of this By-law or the film permit;
- (c) obstructs, hinders, or in any manner interferes with an authorised official who is acting or entitled to act in terms of this By-law; or
- (d) fails to obey any lawful instruction or direction given to him or her in terms of this By-law.

20. Penalties

(1) Any person who is convicted of an offence under this By-law shall be liable to a fine of an amount not exceeding R100 000 or to imprisonment for a period not exceeding 5 years, or to both such fine and imprisonment.

(2) In the case of a continuing offence, an additional fine of an amount not exceeding R500.00 or imprisonment for a period not exceeding 10 days, for each day on which such offence continues or both such fine and imprisonment, will be imposed.

21. Delegations

(1) Subject to the Constitution and applicable national and provincial laws, any—

- (a) power, excluding a power referred to in section 160(2) of the Constitution;
- (b) function; or
- (c) duty,

conferred, in terms of this By-law, upon the Council, or on any of the Municipality's other political structures, political office bearers, councillors or staff members, may be delegated or sub-delegated by such political structure, political office bearer, councillor, or staff member, to an entity within, or a staff member employed by, the Municipality.

(2) The delegation in terms of sub-section (1) must be effected in accordance with the system of delegation adopted by the Council in accordance with section 59(1) of the Local Government: Municipal Systems Act, 2000 (Act No.32 of 2000), subject to the criteria set out in section 59(2) of said Act.

(3) Any delegation contemplated in this section must be recorded in the Register of Delegations, which must contain information on the—

- (a) entity or person issuing the delegation or sub-delegation;
- (b) recipient of the delegation or sub-delegation; and
- (c) conditions attached to the delegation or sub-delegation.

22. Appeals

(1) A person whose rights are affected by a decision taken by an authorised official in terms of this By-law may appeal against that decision in terms of the Appeals provision contained in the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) by giving written notice of the appeal and reasons to the municipal manager within 21 days of the date of the notification of the decision.

(2) Where a conviction has been secured by a court of law and the accused wishes to appeal such conviction, the appeal must take place in terms of the court's appeal process.

23. Short title and commencement

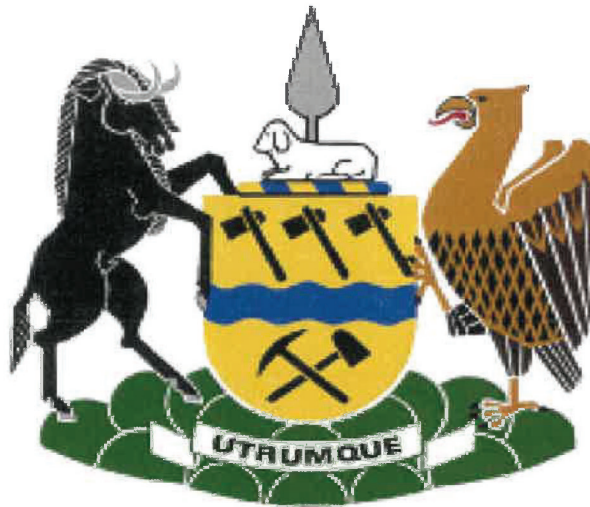
This By-law is called the Ray Nkonyeni Municipality: Film By-law, 2019 and takes effect six months from the date of the publication thereof or on such earlier date as may be determined by the publication of a commencement notice in the Provincial Gazette.

SCHEDULE A**TIME FRAMES FOR PERMIT APPLICATION ASSESSMENT AND RESPONSE**

| Type | Size | Response time frame | Permit issuing | Filming Permit Fee |
|---------------------|---|---------------------|---------------------------------|---------------------------------------|
| Micro shoot | 8 or less cast and crew, 1-3 vehicles and no traffic intervention required | 24 hours or less | Authorised official | As per municipal tariff of charges |
| Small shoot | 9 – 15 cast and crew, 4- 10 vehicles and no traffic intervention required | 24 hours or less | Authorised official | As per municipal tariff of charges |
| Medium shoot | 16 – 30 cast and crew, 11- 30 vehicles | 1 week | Film Regulating Committee | As per municipal tariff of charges |
| Large shoot | 31 – 60 cast and crew, 31- 60 vehicles | 1 week | Film Regulating Committee | As per municipal tariff of charges |
| Very large shoot | More than 60 people, more than 60 vehicles | 1 week | Film Regulating Committee | As per municipal tariff of charges |

**SM MBILI,
MUNICIPAL MANAGER,
P.O. Box 5,
PORT SHEPSTONE,
4240**

MUNICIPAL NOTICE 110 OF 2019



EDUMBE LOCAL MUNICIPALITY

ELECTRICITY SUPPLY BY-LAW 2018/2019

DEFINITIONS

In these Bylaws, unless the content otherwise requires:

“Appliance” means an appliance as defined in the code of practice;

“Area of supply” means the area within which the Council is authorised by law to supply electricity;

“Act” means the Machinery and Occupational Safety Act, Act No. 6 of 1983 and the Regulations made thereunder;

“Basic component” means the component of the total connection fee that is charged to recover, where deemed appropriate, the proportionately shared costs of transformation, switchgear, protection, and allocated portions of cable or overhead lines;

“Boundary metering” means a meter erected in a position that is easily accessible for meter reading purposes without entry into the fenced or walled area of the property, and which is no more than 3m from the road frontage boundary of the property;

“Category of connection” means the groups into which connections are allocated. Groups of connections are separated according to the level of voltage at which supply is provided, type of supply and metering, the number of phases, whether supplied from a mini substation or a brick substation, and the requested capacity of the supply;

“Certificate of compliance” means a certificate issued in terms of the Regulations in respect of an electrical installation or part of an electrical installation by an accredited person;

“Code of practice” means Code of Practice 0142 - 1981: The Wiring of Premises, as published in the Government Gazette by General Notice 463 of 9 July 1982;

“Connection fee” means the charge to an applicant for a connection, which is determined by the Engineer and consists of a Basic component, a Service Mains component, a Metering component and a Supply Mains component;

“Consumer” means the owner or occupier of any premises within the area of supply which are supplied with electricity by the Council, or any person who has entered into a contract with the Council for the supply of electricity or any person who is lawfully obtaining a supply of electricity from the Council;

“Council” means the éDumbe Local Municipality Council;

“Credit dispensing unit” means a unit which dispenses credit for electrical energy in the form of cards and / or tokens for transfer of credit to an electricity dispenser;

“Credit meter” means a device which records the electricity consumed on a continuous basis, is read at regular intervals and an account is rendered on the monthly basis in accordance with clause 17 of the Electricity Supply Bylaws;

“Engineer” shall mean the Head of Electrical Services Unit of the éDumbe Local Municipality, or his duly authorized representative;

“Electrical contractor” means an electrical contractor as defined in the Act;

“Electrical installation” means an electrical installation as defined in the Electrical Installation Regulations;

“Electrical Installation Regulations” means the Electrical Installation Regulations of 1992 promulgated under section 35 of the Machinery and Occupational Safety Act of 1983 (Act No. 6 of 1983);

“Electricity dispenser” means a device which measures electrical energy consumed and deducts such energy from the quantity credited by means of cards and/or tokens issued by a credit dispensing unit and isolates the supply to the consumer in the event of the expiry of such credit;

“Formally wired” means wiring which has been installed by a contractor or a developer, and which is in accordance with SABS 0142;

“**High voltage**” means the set of nominal voltage levels that are used in Power Systems for bulk transmission of electricity in the range of 44V<UN<220kV; {SANS 1019}

“**kVA*km**” means the product of the requested capacity of an applicant, and the length of the cable or line from or portion thereof by which the connection is supplied;

“**Low voltage**” or “LV” means 400V or 230V;

“**Medium voltage**” or “MV” means 11 000V;

“**Meter**” shall be the generic term for a credit meter or an electricity dispenser;

“**Metering component**” means the component of the total connection fee that is charged to recover the cost of the equipment required to measure the consumption of electricity;

“**MVA**” means 1 000kVA;

“**Poly-phase supply**” means a supply which necessitates a poly-phase cable, in accordance with the Service Unit’s standard practices;

“**Rand per kVA*km**” or “**R/kVA*km**” means the rate of charge in rands per kVA of capacity per km of supply at a particular voltage level, applied to new connections of 1 000kVA and above;

“**Residential premises**” means a dwelling house or building constructed or adapted to be used solely as a residence by one family together with such outbuildings as are ordinarily used therewith;

“**Service main**” means cables or wires and other apparatus for the supply of electricity by the Council laid or erected between the supply main and:

- (i) in the case of an underground service main, the meter or main fuse or other protective device on the consumer’s premises; or
- (ii) in the case of an overhead service main, the point at which such cable or wire is connected to the consumer’s premises;
- (iii) “**Service Mains Component**” means the component of the total connection fee that is charged to recover the cost of the service mains, which is at that portion the cable or overhead lines used specifically by, and dedicated to an individual supply;

“**Single-phase supply**” means a supply which is via a single-phase cable, in accordance with the Service Unit’s standard practices;

“**Site area**” means the area according to survey data, contained within the boundaries of the sub-division, sub divisions, or plot of land on which the premises are situated, or, where the boundaries of the site have not been defined by survey, the area contained within the recognised boundaries or limits of the site as determined by the Engineer;

“**Small power distribution unit**” means a compact unit consisting of a number of socket outlets and a light fitting all protected by circuit breakers;

“**Small power residential premises**” means a dwelling unit or building constructed or adapted to be used mainly as residence by a family unit, together with such outbuildings as are ordinarily used therewith, where supply is single-phase and is metered by an electricity dispenser;

“**Substation**” means a building housing the Council’s electrical equipment, including all integral parts of such building, such as doors and windows and ancillary building work, as well as ventilating, lifting and other equipment installed in conjunction therewith;

“**Supply Main**” means the cable or overhead lines forming that part of the Council’s electrical distribution system to which more than one premises are connected and to which the service mains to individual supplies are connected;

“Supply Mains component” means the component of the total connection fee that is charged to recover the cost of the supply mains, which is used, or which the Engineer anticipates to use to supply more than one premises.

1. NON-DISCRIMINATION

- (1) Subject to the provision of subsection (2) hereof, no provision of these Bylaws shall be applied so as to discriminate between persons on the grounds of race, religion or gender nor shall it be construed so as to have effect of authorizing such discriminations.
- (2) Notwithstanding the provisions of subsection (1) hereof, discrimination on the grounds of gender may expressly be authorized in terms of any provisions of these Bylaws which prescribes the wearing of appropriate apparel in a public place or imposes a restriction upon the entry of person or persons into public ablution, toilet and change-room facilities or prescribe different standards for such facilities.

2. NEW ELECTRICAL INSTALLATIONS

- (1) No person shall install or permit to be installed a new electrical installation in any premises within the area of supply and connect any such installation to the Council's supply main, except under the authority of the written permission of the Engineer, which authority the Engineer may grant, subject to such conditions as he may determine, or refuse;
- (2) Application for such authority shall be made to the Engineer on an application form obtainable from the Council. Such form shall be signed by the owner of the premises or his duly authorized representative and shall be accompanied by:
 - (a) plans and specifications of the electrical installation which it is proposed to install;
 - (b) in the case of premises outside the City, a plan of the locality in which the premises are situated;
 - (c) a copy of the building plan certified as having been approved by competent authority in respect of each building to be supplied with electricity by means of the installation;
 - (d) in the case of premises, whether inside or outside the city, a site plan, drawn to scale, indicating the position of the building on site, the proposed location of the meter, and its distances from all boundaries according to the Engineer's requirements.
- (3) Application for various types of connection shall be accepted in areas where that type of connection has been authorized by the Engineer;
- (4) Where any application in terms of section 3(1)(b) hereof is made in respect of premises which have been formally wired, the appropriate connection fee referred to in section 3(1)(c) hereof shall, unless otherwise determined by the Engineer, be the fee as prescribed under éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.
- (5)

3. APPLICATION FOR CONNECTION & NOTICE OF INTENTION TO COMMENCE WORK

- (1) Before any work authorized by the Engineer in terms of Section 2 is commenced:
 - (a) the electrical contractor shall give notice of his intention to commence such work in accordance with the Electrical Installation Regulations;
 - (b) application shall be made to the Engineer for authority to connect the installation authorized to the supply main; and
 - (c) the applicant shall pay a charge based upon the fees prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy that are in force at the time that payment is made. The charges for other connections shall consist of:
 - (i) the appropriate Basic component as prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy;
 - (ii) the appropriate Metering component as prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy;

- (iii) the Service Mains component for extensions as required by the Engineer, and as prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy; with the following provisos:
 - I. Where connections are supplied via overhead cable, the charge will exclude the costs of the first pole costs which is included as part of the Basic component of Section 3(1)(c)(i);
 - II. Where additional overhead lines or cable used for road crossings are included as part of the Basic component of Section 3(1)(c)(i);
 - III. Where additional poles are required in order to obtain the statutory clearance over telephone or telegraph wires, such poles or poles shall be deemed to be included as part of the Basic component of Section 3(1)(c)(i);
 - (iv) The Supply Mains component for extensions as required by the Engineer and as prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy; provided that where additional poles are required in order to obtain the statutory clearance over telephone or telegraph wires, such pole or poles shall be deemed to be included as part of the Basic component of Section 3(1)(c)(i);
 - (v) Where an application is made for an increase in supply capacity, the applicant shall be required to pay fees and charges referred to in Section 3(1)(c) hereof as if this were a new application, provided that where the requested capacity does not exceed 1 000 kVA and the existing supply is updated:
 - I. The Basic component will be the difference in the charges between the existing and requested capacity.
 - II. The Metering component shall only be charged if the meter is required to be changed.
 - III. The Service Mains component shall only be charged if the service cable is required to be changed.
 - IV. The Supply Mains component shall only be charged if the supply mains cable is required to be changed.
- (2) Where the variation between the length of cable used in connecting the premises or sub-station to the supply main and the length of cable paid for in terms of sub-paragraph (iii) or (iv) of paragraph (c) of sub-section (1) exceeds 10 per centum or 10 metres in length (whichever is the greater) the consumer's account shall be adjusted to reflect the cost of the length of cable actually used.
- (3) In giving the notice referred to in sub-section (1)(a) the electrical contractor shall allow sufficient time between the giving of such notice and the date when the supply is required, to enable the Council to effect any extension of the supply main as may be necessary as well as the provision of the service main and to obtain such statutory consents as may be required, and for the purpose of determining the adequacy of the period of notice the electrical contractor shall consult the Engineer:
provided that the Council shall in no way be liable for any loss, damage or other consequence to the applicant the electrical contractor or any other person resulting from any delay in the extension of the supply main or the provision of the service main however caused.

4. NOTICE OF INTENTION TO ALTER OR ADD TO EXISTING ELECTRICAL INSTALLATION

- (1) Before making any alteration or addition to any electrical installation installed within the area of the supply that requires an increase in electricity supply capacity, or an alteration to the service, the electrical contractor shall give notice to the Engineer of his intentions in accordance with the Electrical Installation Regulations.

5. NOTICE OF COMPLETION & INSPECTION OF WORKS

- (1) Upon the completion of any work authorized in terms of section 2 or in respect of which notice has been given in terms of section 4, the electrical contractor carrying out such installation, alteration or addition shall give notice of such completion to the Engineer, by submitting the completed original "Certificate of compliance by an accredited person" form, as specified in the Electrical Installation Regulation.

- (2) The Engineer may, upon receipt of the notice referred to in sub-section (1), inspect and test the work in the presence of the electrical contractor concerned or his authorized representative.
- (3) The Engineer may, if in his opinion the inspection or test cannot otherwise be satisfactorily carried out, require the electrical contractor, upon proper notice, to open up any joint or wires, trap doors or floor boards or to remove any fittings or castings.
- (4) Subject to the provisions of section 5(1) the Engineer shall connect or authorize the connection of the installation to the supply main.
- (5) An inspection and test made by the Engineer in terms of this section shall in no way relieve the electrical contractor concerned of any responsibility or liability for defects in the electrical installation, or operate as a guarantee that the work on such installation has been carried out efficiently.

6. INSPECTION OF INSTALLATION

- (1) The Engineer shall at the request of a residential user or lessor and upon payment of the fee prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy - hereto carry out an inspection of the residential user or lessor's electrical installation.
- (2) The service main shall be installed by the Engineer after due compliance by the owner with the provisions of these bylaws and the code of practice. The position, type and size of the service main shall be determined by the Engineer, provided that he may, upon application by the owner, approve an alternative position, type or size of service main if such alternative is technically acceptable.
- (3) The Engineer may in his discretion, subject to the acquisition by the Council of necessary servitudes or wayleaves, convert any service main or portion thereof to supply main.
- (4) Where, in the opinion of the Engineer, it is necessary in order to give a supply of electricity to a consumer or consumers to extend the supply main, such extension shall be paid in accordance with Section 3(1)(c).
- (5) Where in the opinion of the Engineer, the extension of the supply main involves the adoption of an extraordinary method of construction, the consumer shall, before such extensions made, pay to the Engineer in place of the fees prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy, the estimated cost of the extension. Where the actual cost of the extension is greater or less than the amount paid, the difference shall be paid by or refunded to the consumer. The proviso to sub-section (4) of this section shall, mutatis mutandis apply when additional consumers are connected to any such extension.
- (6) For the purpose of supplying electricity to premises only one service main shall be permitted provided that:
 - (a) Engineer may at the request of a consumer authorize the installation of one or more additional service mains where portions of any premises are separately let or occupied or where this is, in his opinion, necessary for technical reasons.
 - (b) Where the portions of any premises which are separately let or occupied are supplied with electricity through a single meter, the owner of such premises may, with the prior consent of the Engineer, install meters for the purpose of measuring the quantity of current consumed by each tenant or occupier of the several portions of the premises and may charge for such current at a rate not exceeding the prescribed tariff rate. Where meters are installed by the owner, he shall be responsible for the payment of all electricity supplied to the tenants or occupiers of the several portions of the premises.
 - (c) Where, for the convenience and the advantage of a group of consumers on a single site or premises the Engineer agrees to meter each individual consumer at a point or points from the service main connection point, each consumer's meter shall nevertheless be deemed to be at the service main connection point for the purpose of definition of responsibility of maintenance of supply.
- (7) The Council shall have the right to connect and maintain at its own expense, current limiting or peak load control devices to any portion of a consumer's electrical installation for the purpose of ensuring that the normal service and supply mains are adequate for the maintenance of an efficient supply or for controlling current consumed in relation to peak demands on the Council's electricity supply system, and the Council shall not be liable for any loss, damage or inconvenience arising from any restriction in or interruption of the supply of current resulting from the operation of any such device.
- (8) Any meter which is to be installed shall be located in a position approved by the Engineer;

- (a) Except in the case of an installation comprising a small power distribution unit together with an electricity dispenser, the equipment shall be affixed to a panel of an approved type provided by the consumer. In the case of any new electrical installation, such approval shall be obtained before the installation is commenced.
- (b) In the case of an installation comprising a small power distribution unit and electricity dispenser, the consumer shall provide and install conduit and conduit inspection boxes to the detail of the Engineer. The Engineer shall supply and install the electricity dispenser. The small power distribution unit shall be installed to the satisfaction of the Engineer. Where more than one meter is required by a consumer to measure the quality of electricity supplied through a single service main, the additional meter shall be installed by the Engineer upon payment of the fee prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.
- (c) Where a number of meters are to be installed at one point within the premises, the consumer shall, when so required by the Engineer, provide a meter-room to accommodate such meters. The position and dimensions of such room shall be determined by the Engineer after consultation with the owner or his duly authorized representative.
- (d) All current and potential metering transformers installed in any premises shall be of a type approved by the Engineer and shall either be accommodated on a panel of an approved type, supplied by the consumer or incorporated in the consumer's incoming switchgear. The metering transformers shall be supplied by the Council unless, in the opinion of the Engineer they will not be capable of re-use by the Council on the termination of the supply.
- (e) Where a consumer elects to transfer to another tariff or to a bulk agreement, applications for transfer shall only be accepted in areas, where that type of transfer has been authorized by the Engineer and will only be performed by the Engineer upon payment of the fee prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.

7. ACCOMMODATION & EQUIPMENT TO BE PROVIDED BY CONSUMER

- (1) Where the total load of any electrical installation in any building is 10kVA or more, the owner of such building shall, where the Engineer so requires, provide accommodation to the satisfaction of the Engineer for such equipment as may be necessary for the supply. Such accommodation shall:
 - (a) comply with the requirements of the Engineer in regards to access, floor space, ceiling height, ventilation, cable ducts, drainage, lighting and doors;
 - (b) be of fire-proof construction;
 - (c) be so located as to give convenient access to the interior thereof at all times.
- (2) The access to any sub-station erected on the premises of a consumer shall be kept clear at all times to permit the removal or replacement of equipment without undue difficulty even under emergency conditions. The owner shall bear the cost of any damage to property, other than Council property, caused by such operations unless such damage is due to the wilful misconduct or negligent acts of the Council or its officers or servants.
- (3) Where a transformer sub-station is erected on the premises of a consumer, the Council shall have the right to use such sub-station for the purpose of supplying other consumers; provided that where a substation is used or the Engineer envisages that it will be used, the consumer on whose premises the substation is situated, shall be entitled to a reduced connection fee as indicated in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy hereto.
- (4) All conduits, cables, switches, plugs, fuses and other fittings, forming part of the electrical installation, including the switchgear or isolators required to control the supply at the point of connection of the electrical installation to the service main, shall be provided by the consumer.

8. CHANGES FROM OVERHEAD TO UNDERGROUND MAINS

- (1) Where a consumer requires the Engineer to install an underground service main in place of an existing overhead service main, the cost of all cable calculated in accordance with the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy shall be paid by the customer, subject, however, to an adjustment as provided for in sub-section (2) of Section 3.

9. REMOVAL OR RE-LOCATION OF METERS & SERVICE MAINS

- (1) Where, because of structural alterations to premises it becomes necessary:
 - (a) to remove the service main and meter, such removal shall be in accordance with the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy shall be paid by the customer and effected by the Engineer. Upon re-connection of the premises, the consumer shall be required to pay the fees and charges referred to in paragraph (c) of sub-section (1) of section 3 hereof;
 - (b) to re-locate, adjust or alter the service main or supply main, the full cost of such re-location, adjustment or alteration shall be borne by the consumer.
- (2) Where the position of the meter is changed by the Engineer at the request of a consumer, the full cost of the work involved shall be borne by the consumer; provided that where the meter to an underground supply is to be relocated to a point on the boundary where the cables enters the premises, the charge shall be the fee prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy. Where the meter to an underground supply is relocated, the service cable between the new and old meter positions shall be abandoned and the ownership thereof shall be transferred to the consumer.
- (3) Where, due to reconstruction of supply mains or for the correction of any unsafe or unsatisfactory condition for which the consumer is not, in the opinion of the Engineer, responsible it becomes necessary to alter an existing service main or meter position, such alteration and any consequent alteration to the consumer's electrical installation shall be carried out at the expense of the Council.

10. INTERFERENCE WITH OVERHEAD SUPPLY OF SERVICE MAINS

- (1) No person shall permit any tree, shrub or other plant growing on property owned or occupied by him, to interfere with any overhead supply or service main.
- (2) Where any tree, shrub or other plant growing on any land interferes with any overhead supply or service main or in the opinion of the Engineer is likely to cause such interference, the Engineer may either cut down or trim such tree, shrub or other plant or he may serve a notice on the owner or occupier of such land change upon him to cut down or trim such tree, shrub or other plants within the time specified in any such notice. Upon failure to comply with such notice, the Engineer may himself take steps to remove the cause of the interference and recover any costs incurred from the person upon whom the notice was served from the owner or occupier of such land.

11. SUPPLY OF ELECTRICITY OTHER THAN TO SMALL POWER USERS

- (1) Every applicant for a supply of electrical current from the Council shall deposit with the Council such sum as the Council deems sufficient to cover the estimated cost of **two months' supply**, provided that:
 - (a) the Council may permit an application to deposit such sum as it deems sufficient to cover the estimated cost of one month's supply where the applicant elects to pay by the direct debit method;
 - (b) the Council may require an applicant to deposit such sum as it deems sufficient to cover the estimated cost of three months' supply in such circumstances as the Council deems appropriate.
- (2) Should the amount deposited in terms of sub-section (1) subsequently prove to be insufficient, the consumer shall, within 7 days of being called upon to do so by the Council, deposit such further sum as may be necessary to increase the deposit to an amount sufficient to cover the actual or provisionally assessed cost of two months' supply or, if the Council deems it appropriate, of three months' supply. The Council may, if it considers the amount deposited to be excessive, authorize the refund of a portion thereof.
- (3) The Council may accept a written guarantee in lieu of any deposit required in terms of sub-section (1) or (2) hereof.
- (4) Where an applicant for the supply of electric current or an existing consumer of electric current is a corporate person (other than a public legal body or a public listed company), such applicant or consumer shall, in addition to any security provided in compliance with the foregoing provisions of this section, lodge with the Council when required by him to do so, a guarantee for an amount specified by and in terms approved by the Council and given

by such natural person or persons as the Council may approve in their personal capacities; provided that the Council may at any time require any such consumer to furnish a further guarantee for such additional amount as the Council may determine.

- (5) Failing compliance with any request for a deposit or increased deposit or for a guarantee as provided in this section, the supply of electricity may be withheld until such deposit has been made or the guarantee furnished or if the supply has already been connected, it may forthwith be disconnected and thereafter the supply shall not be reconnected until the deposit has been paid or the guarantee furnished.
- (6) The deposit lodged with the Council in terms of this section may be applied to the payment or part payment of any amount due to the Council by the consumer either for electricity supplied or for services rendered in connection with such supply.

12. PROVISION OF ELECTRICAL CONSUMPTION DATA

- (1) Load Profile recording data may be obtained from the Council on payment of the fee prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.
- (2) Metering pulse may be provided where a bulk or Time-of-Use meter is installed on payment of the monthly fee as prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.

13. TEMPORARY SUPPLY OF ELECTRICITY

- (1) Subject to the provisions of sub-section (2) hereof where application is made for a temporary supply of electricity, the Engineer shall furnish the applicant with the estimated cost of connection and disconnection. The applicant shall pay such estimated amount before the supply is given and shall pay for the electricity consumed at the prescribed tariff rate. Where the variation between the actual cost of connection and disconnection and the estimated cost exceeds 10 per centum or 10 meters, the applicant's account shall be adjusted to reflect the actual cost.
- (2) Temporary single-phase supplies for the periods not exceeding 14 days for festivals, religious gatherings, election lighting and similar purposes may be provided to premises situated immediately adjacent to suitable existing supply or service mains upon payment of the charge prescribed in the éDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.

14. DUTIES OF CONSUMER

- (1) Every consumer shall maintain the electrical installation, sub-stations and all appliances on the premises owned or occupied by him in good order and repair and shall be responsible for the safe-keeping of all meters, service fuses, service mains, and other electrical apparatus and fittings belonging to the Council which are placed and installed on his premises. The consumer shall be responsible for any loss of or damage to any apparatus and fittings to the Council which directly or indirectly results from a failure on his part to exercise all reasonable care in safeguarding the same, or is caused by any wilful or negligent act or omission of the consumer or of his employee or agent or any person who is upon the said premises with the consent, tacit or otherwise, of the consumer, or given on his behalf, and the consumer shall pay to the Council on demand the cost of making good or of repairing any such loss or damage as ascertained and certified by the Engineer.
- (2) Where a consumer discovers any fault or defect in any electrical installation, he shall immediately cut off the supply at the main switch and arrange for the rectification of the fault or defect.
- (3) Where, in the opinion of the Engineer, the electrical installation in any premises is not in accordance with the bylaws or the code of practice or where in his opinion there is any defect in such installation or sub-station or in any appliance used in or on such premises which is likely to cause injury to life or damage to property, he may, by notice, call upon the consumer to bring the installation sub-station or appliance into conformity with the bylaws or wiring regulations or to remove the defect within the period specified in the notice. Upon the failure of the consumer to comply with such notice within the period specified, the Engineer shall have the right to disconnect the supply of electricity to such premises.
- (4) If a consumer fails to perform the duties imposed on him by sub-section (1) or if he fails to comply with the terms of a notice given to him in terms of sub-section (3) within the period specified in such notice, the Engineer may,

at the cost of the consumer, himself cause any work to be carried out which he considers necessary to bring the electrical installation, sub-station and appliances on the premises concerned into good order and repair and remedy any defect therein or to bring the electrical installation into conformity with the bylaws or the code of practice, as the case may be.

- (5) A user or lessor is required in terms of the Electrical Installation Regulations to be in possession of a valid certificate of compliance for each installation used or leased by him.

15. ACCOUNTS

- (1) All electricity consumed shall be paid for at the appropriate tariff rate prescribed in the eDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy.
- (2) Accounts shall, as far as practicable, be rendered monthly and shall be paid within 21 days from the date of the account. Where a consumer fails to pay the account within such period, the Engineer or the Chief Financial Officer may cut off the supply. A consumer whose supply of electricity has been disconnected in terms of this section shall not be entitled to be reconnected to the Council's supply main until the amount of the account and the prescribed reconnection fees have been paid in full.
- (3) Meters will, as far as practicable, be read at intervals not exceeding six months and electricity consumed between meter readings shall be deemed to have been consumed evenly between such meter reading dates. No deduction of or addition to the prescribed monthly fixed or minimum charges will be made unless the date of reading is at least five days before or after a full period of one month or a multiple thereof from the previous reading. Where a meter is read less than or more than one month or a multiple thereof after the commencement of an account or where an account is terminated less than or more than a month thereof after the preceding reading of the meter, the monthly fixed or minimum charge will be proportioned accordingly. For the purpose of assessing fixed or minimum charges 'one month' shall be reckoned as 30 days.
- (4) In those months in which any meter is not read;
 - (a) the Chief Financial Officer shall render an account for a provisional sum for electricity, such provisional sum to be assessed by him with due regard, wherever possible, to the average monthly value of fixed or minimum charges and of electricity consumed upon the premises served by the meter and to any tariff changes that may have occurred, provided that where there has been no previous consumption the Chief Financial Officer may determine the amount of the said provisional sum by reference to such consumption on other similar premises as he considers would constitute a reasonable guide.
 - (b) In those months in which any meter is read the Chief Financial Officer shall render an account for the total quantity of electricity consumed since the previous reading, together with the appropriate fixed or minimum charges and shall deduct therefrom the total amount of provisional sums (if any) which may have been charged in terms of paragraph (a) since such previous meter reading.
 - (c) The provisions of sub-section (2) shall apply to accounts rendered in terms of this sub-section.
- (5) Where any meter is found to have ceased to register and to have registered inaccurately to an extent of more than 2 and a half % the quantity of electricity to be paid for by the consumer from the date of reading of the meter prior to its failure to register or becoming faulty up to the time of its repair or replacement shall, unless the consumer is able to establish to the satisfaction of the Engineer that a lesser or greater quantity of electricity was in fact consumed, be estimated by the Chief Financial Officer on the basis of:
 - (a) the average monthly consumption of electricity upon the premises served by the meter during a period of up to twelve months prior to the last registration, or the date on which it ceased to register accurately or, if this is not possible;
 - (b) the quantity of electricity consumed upon such premises during the corresponding month or months of the previous year or, if this also is not possible;
 - (c) the average monthly consumption upon the premises served by the meter over a period of up to twelve months after its repair, where consumption is measured using a credit meter; or on the average consumption of similar consumers within the same area, where supply is via an electricity dispenser.
- (6) The record by any meter installed on any premises by the Council shall be conclusive proof of the quantity of electricity consumed provided that where such meter is tested as hereinafter provided and found to be more than 2 and a half % inaccurate, the Chief Financial Officer shall correct the consumer's account to conform to

the result of the test and shall refund to the consumer any amount paid by him in excess of the amount due. No such adjustment shall, however, be made in respect of any period prior to the last metered period for which an account is rendered to the consumer unless the consumer is able to establish to the satisfaction of the Engineer that the meter was inaccurate during such prior period.

- (7) The Engineer may and shall at the request of any consumer and upon the payment of the fee prescribed in the eDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy, test the accuracy of any meter installed by the Council. Where any such test is carried out at the request of the consumer, the fee paid by him shall be refunded if the meter is found to be more than 2 and a half % inaccurate.
- (8) Where portions of any premises which are separately let or occupied are separately metered, and the owner of the premises accepts responsibility for the payment of all or some of the accounts of the tenants or occupiers, he shall not be permitted to summate the current consumed by such tenants or occupiers in order to obtain any benefits under the tariffs.
- (9) Cheques drawn on any branch bank situated within the area of supply need not include bank exchange.

16. INTERRUPTION OF SUPPLY

- (1) The Council shall not be liable for any loss or damage, direct or consequential, due to or arising from any interruption, diminution or discontinuance of the supply of electricity or any temporary increase or surge therein, occasioned by a strike, blackout, war, Act of God, legislative action or embargo or any other cause beyond the Council's control or by any fault occurring in the machinery, supply or service mains or other apparatus of the Council or by the rectification of any such fault. The consumer is deemed to hold the Council indemnified against any action, claim, expense or demand arising from or in connection with any of the matters aforesaid.
- (2) The Engineer may without notice, interrupt the supply of electricity to any premises for the purpose of carrying out emergency repairs to supply or service mains.

17. TERMINATION OF SUPPLY

- (1) A consumer may terminate the supply of electricity by giving the Chief Financial Officer at least 14 days' notice of his intention to cease taking a supply.
- (2) Any consumer who vacates the premises supplied without giving notice as required by sub-section (1) hereof, shall be liable to pay for all electricity consumed on the premises up to the premises up to date that the new occupant of the premises accepts responsibility for the electricity supplied thereto.
- (3) Upon the termination of the supply, the Engineer shall be entitled to disconnect the supply to the premises unless an application for the continuance of the supply to such premises has been made to the Chief Financial Officer in terms of section 11 and or 13 and or 14 of these Bylaws.
- (4) A consumer who has given notice in terms of sub-section (1) hereof may claim a refund of the amount deposited by him, or so much thereof remains after the deduction of any amount owing by him for electricity supplies or service redeemed together with interest on the amount deposited, calculated up to the date on which the refund is claimed. The Chief Financial Officer shall make payment of the amount due within 30 days from the date of the receipt of any such claim.
- (5) Where no claim for a refund of the amount deposited is made;
 - (a) within 30 days of the date of the termination of such supply, no interest shall accrue after the expiration of such period;
 - (b) within five years from the date of termination of supply, the deposit shall be forfeited to the Council;
 - (c) provided that if a claim is made after the expiry of five years from the date of termination of supply, the Chief Financial Officer may in his absolute discretion refund such amount.
- (6) The Engineer shall be entitled to remove all of the Councils' apparatus and equipment installed on the consumers' premises, should electricity not be consumed for a continuous period of 6 months by:
 - (a) consumers on the small power users' tariff;
 - (b) consumers whose supply has been disconnected for non-payment of account and who have not applied for reconnection during the specified period.

18. PROHIBITED ACTS

- (1) No Person shall -
 - (a) tamper or interfere with any meter, supply or service main, main fuse or other electrical apparatus belonging to the Council;
 - (b) erect any pole, mast or wire or other similar structure in close proximity to any overhead supply or service main or in such position or in such manner as is likely to cause danger from electrical current to himself or any other persons or damage to the electrical installation;
 - (c) tap or attempt to tap or cause or permit to be tapped, any supply main or service main in any manner by which an unmetered needed supply of electricity or supply other than or in excess of that contracted for might be obtained, abstracted or diverted;
 - (d) except as provided in sub-section (6) of section 6 of these Bylaws sell or supply electricity supplied to him by the Council to any other person or knowingly permit any such sale or supply to be made;
 - (e) without the written permission of the Engineer directly or indirectly connect any electrical installation to a supply or service main;
 - (f) operate any motor or other machinery in such a manner as to cause undue or unnecessary disturbance to the electrical pressure on the supply main conveying such electrical current to his premises, or disregard any directions given to him by the Engineer in regard to the proper operation of such motor machinery;
 - (g) use any electrical current supplied by the Council in any unauthorized manner or in contravention of the Bylaws or commit any act which is likely to interfere unduly with the efficiency of the supply. In the event of any such interference, the Engineer may, if his directions in regard thereto are not carried out, disconnect the supply of electricity.
 - (h) connect any defective appliance to an electrical installation.

19. DISCONNECTION AND RECONNECTION

- (1) Where an electrical installation has been disconnected by the Engineer either at the request of the consumer or in consequence of a breach of any of these Bylaws, or of a failure to comply with a notice served by the Engineer, the supply shall not be reconnected or used until the reconnection fee prescribed in the eDumbe Municipality Electricity Supply By-Law Schedule of Prices and Tariff Policy has been paid in full and the breach giving rise to the disconnection has been remedied; provided that no reconnection fee shall be payable when the supply of electricity is temporarily disconnected in order to enable the owner to repair the roof of his premises.
- (2) No person other than the Engineer or person specially authorized thereto by the Engineer in writing shall reconnect or attempt to reconnect or permit the reconnection of any electrical installation which has been disconnected by the Engineer to the supply or service main.
- (3) In the event of a contravention of the preceding provisions of this section, it shall be presumed (unless the contrary is proved) that the reconnection or attempted reconnection was done or permitted as the case may be by the consumer.
- (4) Where a new consumer takes over premises already connected to the Council's supply main no connection fee shall be payable unless for any reason the adjustment or replacement of the service main is necessary in which event the cost of adjustment or replacement shall be borne by such new consumer.

20. NOTICES, ORDERS & OTHER DOCUMENTS

- (1) Every notice, order or other document provided for in these Bylaws and requiring authentication by the Council shall be sufficiently authenticated if signed by the Municipal Manager or his duly authorized representative.
- (2) Any notice, order or other document which is required by these Bylaws to be served upon or given to an occupier of premises shall be deemed to have been properly served upon or given to him if it is addressed to him personally or is addressed to the occupier as such of the premises.

21. BYLAWS ADDITIONAL TO OTHER POWERS

- (1) These Bylaws shall be deemed to be in addition to and not in substitution for any power, right or privilege conferred upon the Council or the Engineer by any other law and shall not derogate in any way from any penalty or liability to which any person may be subject under any other law.

22. SPECIAL CONTRACTS

- (1) Where the provisions of these bylaws conflict with the terms and conditions of an agreement for the supply of electricity concluded by the Council under the authority conferred by paragraph (d), (e) and (f) of Section 180 of the Local Government Ordinance, 1942 (Ordinance No. 21 of 1942), or any amendment thereof, the terms and conditions of such agreement shall prevail.

23. OFFENCES & PENALTIES

- (1) Any persons who:
- (a) Contravenes any provision of these Bylaws; or
 - (b) Contravenes any conditions imposed upon the granting of any application, consent, approval, concession, relaxation, permit or authority in terms of these Bylaws; or
 - (c) Fails to comply with the terms of any notices served upon him in terms of these Bylaws; Shall be guilty of an offence and liable, upon conviction, to the maximum penalty prescribed for the offence by section 266 (7)(a) of the local Authorities ordinance, No. 25 of 1974.
- (2) Failure to comply with the terms of any condition or notice referred to in sub-section (1) (b) or (c) above shall constitute a continuing offence and a person failing to comply with the terms of such condition or notice shall be guilty of a separate offence for each day during which fails to comply with such terms.

24. REPEAL

None

MUNICIPAL NOTICE 111 OF 2019



EDUMBE LOCAL MUNICIPALITY

DRAFT CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION BY-LAW 2019/20

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1. DEFINITIONS

For the purpose of these by-laws, any word or expressions to which a meaning has been assigned in the Act shall bear the same meaning in these by-laws and unless the context indicates otherwise.

“**Account**” means any account rendered for municipal services provided;

“**Act**” means the Local Government: Municipal System Act 32 of 2000 as amended;

“**Authorised agent**” means-

- a) Any person authorised by the Municipal Council to perform any act, function or duty in terms of, or exercise any power under these By-laws; and/or
- b) Any person to whom the Municipal Council has delegated the performance of certain rights, duties and obligation in respect of providing revenue services; and/or
- c) Any person appointed by the Municipal Council in terms of a written contract as a service provider to provide revenue services to customers on its behalf, to the extent authorised in such contract;

“**Chief Financial Officer**” means the Chief Financial Officer of Alfred Duma Local Municipality;

“**Customer**” means a person with whom the Municipality or its authorised agent has concluded an agreement for the provision of municipal services;

“**Defaulter**” means a customer/ owner who owes arrears;

“**Household**” means a traditional family unit consisting of a maximum of eight persons (being a combination of four persons over the age of eighteen and four persons eighteen years or younger);

“**Municipality**” means the Municipality of Alfred Duma Local Municipality (KZN 238);

“**Municipal Council**” means the municipal Council of Alfred Duma Municipality

“**Municipal Manager**” means the Accounting Officer of Alfred Duma Local Municipality;

“**Municipal services**” means services provided by the Municipality or its authorised agent, including refuse removal, electricity services, rates and sundries or any one of the above;

“**Occupier**” includes any person in actual occupation of the land or premises without regard to the title under which he occupies, and, in the case of premises sub-divided and let to lodgers or various tenants, shall include the person receiving the rent payable by the lodgers or tenants whether for his/her own account or as an agent for any person entitled thereto or interested therein;

“**Owner**” means-

- a) the person in whom is vested the legal title to a premises;
- b) in the case where the person in whom the legal title to a premises is vested is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the administration and control of such premises is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative;
- c) in any case where the Municipality or its authorised agent is unable to determine the identity of such person, a person who is entitled to the benefit of the use of such premises or a building thereon;
- d) in the case of premises for which a lease agreement of thirty (30) years or longer has been entered into, the lessee thereof;
- e) in relation to Ingonyama Trust Board Members that owns and administers Ingonyama Trust land in terms of the KwaZulu Ingonyama Trust Act, (KwaZulu Act No 3 of 1994) (“ITA”).

“**Property**” means any portion of land, of which the boundaries are determined within the jurisdiction of the Municipality, defined in terms of Municipal Property Rates Act 6 of 2004 (“MPRA”) as:

- a) immovable property registered in the name of a person;
- b) a right registered against immovable property in the name of a person;
- c) a land tenure right registered in the name of a person or granted to a person in terms of legislation or;
- d) public service infrastructure.

2. PREAMBLE

WHEREAS section 96 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) requires a Municipality to adopt, maintain and implement a credit control, debt collection and customer care By-law;

AND WHEREAS section 97 of the Systems Act prescribes what such By-law must provide for; **NOW THEREFORE** the Alfred Duma Local Municipality adopts the policies as set out in this document.

3. OBJECTIVES

- 3.1 Customer Care: To create a positive relationship and co-operation between persons liable for any payment and the Municipality, and where applicable, a service provider, and to provide a pro-active way to enhance the payment of services and in response to consumers' needs.
- 3.2 Credit Control: To implement procedures, which ensure the collection of debt, meeting service targets and the prevention of escalation of arrear debt, and to provide incentives for prompt payment, as well as ensuring limited risk levels by means of effective management tools.
- 3.3 Debt Collection: To provide procedures and mechanisms to collect all monies due to Council arising from services rendered and annual levies in order to ensure financial sustainability and delivery of municipal services in the interest of the community.
- 3.4 Indigent Subsidy: To facilitate and provide funding (financial assistance) for a basic level of services that is linked to the tariff policies to qualifying households which are poor. The subsidy and qualification criteria will be a separate By-law referred to in the Customer Care, Credit Control and Debt Collection By-law as the Indigent By-law.

4. PRINCIPLES

- 4.1 The administrative integrity of the Municipality must be maintained at all times. The democratically elected Councillors are responsible for By-law-making, while it is the responsibility of the Municipal Manager to ensure the execution of these policies.
- 4.2 All owners must complete an official application form, formally requesting the Municipality to connect them to service supply lines.
- 4.3 A copy of the application form, conditions of services and extracts of the relevant Council's credit control and debt collection By-law and by-laws must be handed to every customer on request at such fees as may be prescribed by Council.
- 4.4 Billing is to be accurate, timeous and understandable.
- 4.5 The customer is entitled to reasonable access to pay points and to a variety of reliable payment methods.
- 4.6 The customer is entitled to an efficient, effective and reasonable response to appeals, and should suffer no disadvantage during the processing of a reasonable appeal.
- 4.7 Enforcement of payment must be prompt, consistent and effective.
- 4.8 Unauthorised consumption, connection and reconnection, the tampering with or theft of meters, service supply equipment and/or the reticulation network, and fraudulent activity will lead to disconnections, penalties, loss of rights and criminal prosecutions.
- 4.9 Incentives and disincentives may be used in collection procedures.
- 4.10 The collection process will be cost effective.
- 4.11 "Best Practices" will be pursued.
- 4.12 Performance results will be regularly and efficiently reported to Council.

- 4.13 Application forms will be used to categorise customers / owners and to determine whether the customer / owner qualifies for indigent subsidy, and the method to supply electricity via pre-payment or credit electricity meters.
- 4.14 Targets for performance in both customer service and debt collection will be set and pursued and remedies implemented for non-performance.
- 4.15 Although customer care and debt collection are inter-related, two separate sections must handle them on an independent basis.
- 4.16 The customer's debt must arise out of a legal framework and must be legally collectable. The principle of providing service in lieu of payment for arrear accounts is supported.

5. DUTIES AND FUNCTIONS

5.1 The duties and functions of the Municipal Council are to:

- a) Approve a budget consistent with the needs of communities, ratepayers and residents,
- b) Impose rates and taxes and to determine service charges, fees and penalties to finance the budget;
- c) Provide sufficient funds to give access to basic services for the poorest of the poor as referred to in the Indigent Support By-law.
- d) Provide for bad debt, in line with the payment record of the community, ratepayers and residents, as reflected in the annual financial statements of the Municipality;
- e) Set an improved target for debt collection, in line with acceptable accounting ratios and the abilities of the Municipal Manager;
- f) Approve a reporting framework for credit control and debt collection;
- g) Consider and approve by-laws to give effect to Council's By-law;
- h) Monitor the performance of the Executive Committee and the Municipal Manager regarding credit control and debt collection;
- i) Revise the budget should Council's targets for credit control and debt collection not be met;
- j) Take disciplinary action against officials who do not execute Council policies and by-laws;
- k) Approve a list of attorneys / in-house counsel that will act for Council in all legal matters relating to debt collection;
- l) Delegate the required authorities to monitor and execute the credit control and debt collection By-law to the Executive Committee and the Municipal Manager respectively;
- m) Approve an appropriate staff structure for credit control and debt collection;
- n) Appoint debt collection agents to assist the Municipal Manager in the execution of his/her duties, if required, and
- o) Provide funds for the training of staff.

5.2 The duties and functions of the Executive Committee are to:

- a) Ensure that the Council's budget, cash flow and targets for the debt collection are met and executed in terms of the By-law and relevant by-laws;
- b) Monitor the performance of the Municipal Manager in implementing Council's By-law and by-laws;
- c) Review and evaluate the By-law and by-laws in order to improve the efficiency of the Council's credit control and debt collection procedures, mechanisms and processes; and
- d) Report to the Council.

5.3 The duties and functions of the Municipal Manager are to:

- a) Implement good customer care management;
- b) Implement the Council's credit control and debt collection By-law;
- c) Install and maintain an appropriate accounting system;
- d) Bill consumers appropriately;
- e) Demand payment on due date;
- f) Raise penalties on defaulter's accounts;
- g) Ensure that appropriate payment is received;
- h) Collect outstanding debt;
- i) Implement "Best Practices" procedures
- j) Provide different payment methods;
- k) Determine customer care, credit control and debt collection measures

- l) Determine work procedures for public relations, arrangements, disconnections of services, summonses, attachments of assets, sales in execution, writing off of bad debts, sundry debtors and legal processes;
- m) Appoint firm/s of attorneys to complete the legal process (i.e. attachments and sale in execution of assets, emolument attachment orders etc.);
- n) Set performance targets for staff;
- o) Appoint staff to execute Council's By-law and By-laws in accordance with Council's staff By-law;
- p) Delegate certain functions to Heads of departments;
- q) Determine control procedures;
- r) Monitor contracts with Service Providers in connection with credit control and debt collection; and
- s) Report to the Executive Committee and Council.

5.4 The duties and functions of communities, ratepayers and residents are to:

- a) Fulfil certain responsibilities, as brought about by the privilege to use and enjoy public facilities and municipal services;
- b) Pay service fees; rates on property and other taxes, levies and duties imposed by the Municipality;
- c) Observe the mechanisms and processes of the Municipality in exercising their rights;
- d) Allow municipal officials reasonable access to their property to execute municipal functions;
- e) Comply with the by-laws and other legislation of the Municipality;
- f) Refrain from tampering with municipal services and property.

5.5 Duties and Functions of Ward Councillors and Political Parties are to:

- a) Hold regular ward meetings;
- b) Adhere to and convey Council's policies to residents and ratepayers; and
- c) Adhere to Council's Code of Conduct for Councillors.

6. CUSTOMER CARE BY-LAW

6.1 Customer Feedback

- 6.1.1 The Municipality will, within its financial and administrative capacity, conduct an annual process of compiling its budget, which will include revised targets for credit control.
- 6.1.2 Council's Customer Care, Credit Control and Debt Collection By-law, will be available in Zulu, English and Afrikaans, and will be made available by general publication and on specific request, and will also be available at Council's offices for perusal.
- 6.1.3 Council will endeavour to distribute a regular newsletter, which will give prominence to customer care and debt issues.
- 6.1.4 Ward Councillors will be required to hold regular ward meetings, at which customer care and debt issues will be given prominence.
- 6.1.5 The press will be encouraged to give prominence to Council's Customer Care and Debt issues, and will be invited to Council meetings where these are discussed.

6.2 Handling of Complaints

6.2.1 Council aims to establish:

- a) A customer care unit;
- b) A centralised complaints database to enhance co-ordination of complaints, their speedy resolution and effective communication with customers;
- c) Appropriate training for officials dealing with the public to enhance communications and service delivery; and
- d) A communication mechanism to give Council feedback on service, debt and other issues of concern.

6.3 Metering

- 6.3.1 The Alfred Duma Local Municipality reserves the right to supply electricity to any consumer by means of a pre-paid or conventional meter, whichever is deemed more economical.
- 6.3.2 The Municipality or its authorised agent must in respect of municipal services that can be metered, endeavour to meter all customer connections.

- 6.3.3 All meters will be read on a quarterly (three monthly) basis. If a service is not measured, the Municipality or its authorised agent may, determine the amount due and payable by a customer for municipal services supplied to him/her in the following manner:
- Shared consumption; or if not possible
 - Estimated / average consumption.
- 6.3.4 Customers are entitled to request verification of meter readings and accuracy, but may be held liable for the cost thereof as per Council's approved tariff of charges.
- 6.3.5 Customers will be informed of meter replacements as and when needed.
- 6.3.6 If a service is metered but it cannot be read due to financial and human resource constraints or circumstances out of the control of the Municipality or its authorised agent, and the customer is charged for an average consumption, the account following the reading of the metered consumption must articulate the difference between the actual consumption and the average consumption, and the resulting credit or debit adjustment. If the meter reading problem cannot be resolved, the credit electrical meter will be replaced with a pre-paid electricity meter.
- 6.4 Accounts and Billing**
- 6.4.1 The customer may receive more than one account for different municipal services if they are accounted for separately.
- 6.4.2 Accounts will be produced in accordance with the meter reading cycle and due dates are linked to the statement date.
- 6.4.3 Accounts will be rendered monthly to customers at the address last recorded with the Municipality or its authorised agent.
- 6.4.4 Failure to receive or accept an account does not relieve a customer of the obligation to pay any amount due and payable (i.e. it remains the client's responsibility to ascertain any amounts payable).
- 6.4.5 Accounts must be paid not later than the last date for payment specified in such account.
- 6.4.6 Where an account is not settled in full, any lesser amount tendered to and accepted shall not be deemed to be in final settlement of such an account.
- 6.4.7 Where any payment made to the Municipality or its authorised agent by negotiable instrument is later dishonoured by the bank, the Municipality or its authorised agent:
- may recover the average bank charges incurred relating to dishonoured negotiable instruments against the account of the customer; and
 - shall regard such an event as default on payment, and services will be disconnected immediately.
 - no further cheque payments will be accepted after a cheque is returned by the bank for whatever reason.
 - cost in terms of tariff of charges will be recovered from the cashier employed by the eDumbe Local Municipality if he or she accepts a post-dated unsigned cheque.
- 6.4.8 The Municipality or its authorised agent must, if administratively possible, issue a duplicate account to a customer on request on the condition that the average costs incurred for issuing the duplicate account may be recovered from the customer.
- 6.4.9 Accounts must contain at least the following:
- The amount due and payable for any other municipal service;
 - The applicable tariff;
 - The amount in arrears, if any;
 - The interest payable on any arrears, if any;
 - Collection charges if any
 - The final date for payment;
 - The methods, places and approved agents where payment may be made.
- 6.4.10 Every refuse tariff will be consolidated with the respective rates account per erf, and provided to owners of properties, not tenants – CONSOLIDATED ACCOUNTS WILL NOT BE UNCONSOLIDATED.

- 6.4.11 New services and rates accounts will only be entered into with the owner of the property where the services is required, and the installation of a pre-paid electricity meter is compulsory.
- 6.4.12 In the event of a spouse passing on, the remaining spouse will not be regarded as a new owner for the purpose of paying connection fees and converting to pre-paid electricity with the provision that spouse inherit the property or is the co-registered owner.
- 6.4.13 The Municipality may –
- a) Consolidate any separate accounts of persons liable for payments to the Municipality;
 - b) Credit a payment by such a person against any account of that person; and
 - c) Implement any of the debt collection and credit control measures provided for in terms of the Local Government: Municipal Systems Act 32 of 2000 in relation to any arrears on any of the accounts of such a person.

6.5 Enquiries, Appeals and Service Complaints

- 6.5.1 If a customer believes that his/her account is inaccurate, he/she can lodge a query with the Municipality for investigation of this account in the prescribed format, as set by the Municipality. Where necessary the relevant alterations will be effected within 30 days.
- 6.5.2 A query or complaint must be accompanied by the payment of the average of the last three months' accounts where history of the account is available or an estimated amount provided by the Municipality before payment due date until the matter is resolved.
- 6.5.3 The Municipality or its authorised agent will:
- a) Investigate or cause the query or complaint to be investigated;
 - b) And, must inform the customer in writing, sms or telephonically of its finding within one month after the query or complaint was registered.
- 6.5.4 Failure to make such agreed interim payment would make the customer liable for disconnection or other normal credit control procedures, together with the applicable fees.
- 6.5.5 A customer may appeal against a finding of the Municipality or its authorised agent in terms of section 6.5.1 in writing, on the prescribed form.
- 6.5.6 An appeal and request in terms of subsection 6.5.5 must be made in writing and lodged with the Municipality within (twenty-one) 21 days after the customer became aware of such finding referred to in section and must:
- a) Set out the reasons for the appeal; and
 - b) Be accompanied by any security determined for the testing of a measuring device, if applicable.

6.6 Payment Facilities and Methods

- 6.6.1 The Municipality or its authorised agent will operate and maintain suitable pay-point facilities, and these facilities will be accessible to all users for payment of accounts and pre-paid electricity purchases.
- 6.6.2 The Municipality will, at its discretion, allocate a payment made by a debtor of an amount less than the total amount due in order to service debts. A debtor may not specify that a payment is for a specific portion or service of the account. The payment may be allocated to any hand-over account for legal collection and the current account disconnected for arrears.
- 6.6.3 The Municipality may, with the consent of a customer, approach an employer to secure a debit or stop order arrangement.
- 6.6.4 The customer will acknowledge, in the customer agreements that the use of customer agents in the transmission of payments to the Municipality is at the risk and cost of the customer. This is also applicable for the transfer time of the payment, and payment will only reflect for credit control purposes once credited to the specified debtors account.

6.7 Performance Targets

- 6.7.1 Council will create a mechanism wherein these targets are assessed. Council's performance is evaluated and remedial steps taken.

6.7.2 Income Collection Targets

Council must create targets that include reduction in present monthly increase in debt, in line with performance agreements determined by Council.

6.7.3 Customer Service Targets

Council must create targets that would include:

- a) Response time to customer queries.
- b) Date of first account delivery to new customers.
- c) Reconnection time elapse.
- d) Meter reading cycle.

6.7.4 Administrative Performance

Council is to create targets that will include:

- a) Cost efficiency of debt collection;
- b) Query and appeal periods; and
- c) Enforcement mechanism ratios.

7. CREDIT CONTROL BY-LAW**7.1 Service Application & Connection**

- a) All owners of properties will be required to sign an agreement governing the supply and cost of municipal services. The Municipality will strive to consolidate all service accounts to the owners account. Pre-Paid Electricity meters will be installed for all new connections.
- b) All identified Government properties will be required to enter into a service contract for rates and refuse. The contract for rates and services will only be entered into in the name of the registered owner by the identified authorised official.

7.1.1 Installation of pre-paid electricity meters if electricity supplied

- a) That any transfer of property to new owners be subject to an installation of a pre-paid electricity meter (cost paid by the owner). That any defaulter on the disconnection list, be equipped with a pre-paid electricity meter (cost paid by the owner).
- b) Any credit electricity meter, where access to read the meter is restricted by the owner will be replaced by a pre-paid electricity meter (cost to be paid by the owner).
- c) Faulty credit meters will be replaced with the pre-paid wherever practical (cost to be borne by council).
- d) Credit meter customers (residential and commercial) using less than 200 kWh per month be replaced with a pre-paid meter at the discretion of the Department of Infrastructure and Services (cost to be borne by Council).
- e) Bulk replacement of credit meters is initiated to areas where it is deemed impractical to continue reading these meters due to the high concentration of pre-paid meters in existence (cost to be borne by council).
- f) Installation of Smart Metering will be implemented by Council. All electricity meters to be converted to Smart Metering after a feasibility study is done (cost to be borne by Council).
- g) The electricity meters of domestic customers in Alfred Duma Local Municipality jurisdiction area using in excess of 1 000 kWh per month (based on a 12-month average) be replaced with smart meters and be placed on a Time of Use tariff (cost to be borne by Council).

7.1.2 Prior to the signing of these agreements, customers will be entitled to receive the By-law document of the Council on a request at a cost determined by Council.

7.1.3 On signing of the agreement, customers will receive a copy of the agreement for their records.

7.1.4 All identified Government properties will be required to enter into a service contract for rates and refuse. The contract for rates and services will only be entered into under the name of the registered owner identified by the authorised official.

7.1.5 In the agreement customers will acknowledge liability for costs of collection, interest, penalties and any other cost contained in the by-laws to collect outstanding monies, in the event of late payment.

7.1.6 Existing customer will be required to sign new agreements as determined by the Municipal Manager from time to time to update the Municipal records.

7.1.7 With respect to residential registrations, the owner of the property must produce the following documents:

- a) Certified copy of identity document or passport
 - b) A letter from the transferring attorney confirming ownership or copy of the Title Deed and
 - c) Rateable details or rate number of the property if available.
- 7.1.8 With respect to commercial registrations the following documents must be produced:
- a) The Certificate of Registration or Incorporation of the Company, CC, Trust, or Partnership. In addition, in the case of company, the CM29;
 - b) Certified copy of the identity document or passport of one of the directors, members, trustees or owners in the case of a sole proprietor, who would open an account.
 - c) Letters of authority in the case of a partnership or sole proprietor.
 - d) The Council reserves the right to request personal cashback deposit from one or more of the Directors / Members of a company or CC whenever it deems this to be appropriate.
 - e) Proof that the business is duly registered as a business levy payer or is exempted there from.
 - f) VAT registration numbers if applicable.
 - g) Proof of ownership of property.
- 7.1.9 All commercial and domestic new connections will be in the owner's name only.
- 7.2 Customer Screening and Securities/Deposits**
- 7.2.1 All applicants will be checked for credit-worthiness. This will include checking information from banks, credit bureaus, local authorities, trade creditors, employers and references supplied by consumers.
- 7.2.2 Security deposits in cash acceptable to the Municipality will be required, and may vary according to the risk. The average deposit for new connections will be determined on application for services to be rendered.
- 7.2.3 Deposits and level of services can vary according to the credit-worthiness or legal category of the applicant.
- 7.2.4 The Municipality can increase deposits at any time and at the sole discretion of the Municipality not to be more than two and half times the monetary value of the most recent consolidated accounts for services of the premises for which an application is made.
- 7.2.5 An amount deposited with the Municipality shall not be regarded as being in payment or part payment of an account due for services rendered.
- 7.2.6 No interest shall be payable by the Municipality or its authorised agent on any deposit held.
- 7.2.7 On the termination of the agreement the amount of the deposit less any outstanding amount due to the Municipality will be refunded to the consumer. A deposit shall be forfeited to the Municipality if the customer has not claimed it within 12 (twelve) months of termination of agreement.
- 7.3 Consolidated Accounts**
- Customers will receive an accurate bill from the Municipality. Such bill will consolidate all service costs for that property, and the Municipality may credit all payments received from such a person to any service and order of preference as determined by Council from time to time.
- 7.4 Arrears**
- The Municipality shall have the right to restrict or discontinue the supply of services or to implement any other debt collection action necessary due to late or non-payment of accounts, relating to any consumer, owner or property. All accounts which are in arrears below R500.00 will be notified to make the necessary payment, failure to make payment will result in the electricity supply being blocked or restricted. If the customer further neglects to payment, the electricity supply will be disconnected.
- 7.4.1 Electricity supply will be blocked, restricted or disconnected at the discretion of the Municipality for any arrears with any service attached to the lot or erf exceeding R500.00 or as decided by the Credit Control Action Committee from time to time as deemed necessary.
- 7.4.2 Interest charged – refer to paragraph 8.1.2.
- 7.4.3 Any dispute, concerning any amount charged between the Municipality and the person referred to, will result in the same procedures being applied as indicated in paragraph 6.5.

7.4.4 A staff member of the Municipality may not be in arrears to the Municipality for rates and service charges for a period longer than three (3) months, and the Municipality may deduct any outstanding amounts from a staff member's salary after this period.

7.4.5 A Councillor may not be in arrears for rates and service charges for a period longer than three (3) months.

7.5 Incentives for Prompt Payments

7.5.1 The Municipal Council may institute incentive schemes to encourage prompt payment.

7.5.2 Such incentive schemes, if introduced, will be reflected in annual budgets as additional expenditure.

7.6 Right to Access Premises

7.6.1 The owner and /or occupier of property is to allow an authorised representative of the Municipality access at all reasonable hours to the property in order to read, inspect, install or repair any meter or service connection for reticulation, or to disconnect, stop or restrict, or reconnect, the provision of any service.

7.6.2 The owner is responsible for the cost of relocating the existing electricity meter if satisfactory access is not possible.

7.6.3 If a person fails to comply with 7.6.1 the Municipality or its authorised representative may:

- a) By written notice require such person to restore access at his/her own expense within a specified period.
- b) If it is the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person.
- c) All credit electricity meters without access will be replaced by a pre-paid electricity meter at the cost of the owner.

7.7 Different Categories of Debtors

Customers will be categorised according to certain classifications based on the type of entity, use of services, levels of services, infrastructure requirements and applicable tariffs and risk levels.

8. DEBT COLLECTION BY-LAW

8.1 Responsibility for amounts

In terms of Section 118(3) of the Systems Act, an amount due for municipal service fees, surcharge on fees, property rates and other municipal taxes, Levies and duties is charge upon the property in connection with which the amount is owing and enjoys preference over mortgage bond registered against the property. Accordingly –

- a) the owner of such property shall be liable for charges incurred in connection with such property and all municipal debts must be paid by the owner of such property without prejudice to any claim or right of recovery which the Municipality may have against another person.

8.2 Enforcement Mechanisms

8.2.1 Interruption of Service

- a) Customers who are in arrears with their municipal account and who have not made arrangements with Council will have their supply of electricity and other municipal services suspended or disconnected on a fourteen (14) days notice. A pre-paid electricity meter will be installed at the owner's expense based on the tariffs as set by Council at the beginning of the financial year.
- b) Council reserves the right to deny, restrict, or block the sale of electricity to customers who are in arrears with their rates or other municipal charges.
- c) The disconnection of services may commence when the municipal account is one (1) day overdue.
- d) Upon payment of arrears, or the conclusion of acceptable arrangements for term payment, the service will be reconnected as soon as possible –
 - i. If paid before 13:00 reconnection will be on the same day (noting emergency power failures take preference).
 - ii. If paid after 13:00 reconnection will be on the next working day (noting emergency power failures take reference).
 - iii. If the electricity service (cable or meter) has been removed, it will be treated as a new connection, and only be reconnected as soon as possible when all outstanding debt is paid.
 - iv. The Credit Control Manager has the right to evaluate and reconnect electricity supply outside of the above prescribed times in case of emergency as and when required, with an after hour reconnection fee applicable.

- e) The cost of the restriction or disconnection, and the reconnection, will be determined by tariffs approved by Council, and will be payable by the customer.
- f) The deposit of any defaulter will be adjusted to be brought into line with relevant policies.
- g) If the tenant of any property is in arrears for sixty (60) days or more with their accounts, the electricity and refuse account will be consolidated with the owner's account and the cable or meter (conventional or pre-paid) will be removed. Reconnection will only take place once all arrears have been settled and a new contract entered into by the owner. The reinstating of the service will be added to the waiting list for services.

8.2.2 Interest and Penalties

Interest will be charged in terms of the Local Government: Municipal Systems Act section 75A(b) and Local Government: Municipal Finance Management Act sections 64(2)(g) and 97(1)(e) on all accounts not paid by the due date in accordance with applicable legislation, and Council's yearly Budget Resolution. Penalties will be charged on handed over accounts in accordance with Council's yearly Budget Resolution.

8.2.3 Personal Contact

- a) The costs of telephonic contact by (fax, e-mail, SMS or otherwise) whichever is deemed most cost effective, will be recovered from the recipient of such notice.
- b) Approved agents' costs when collecting on behalf of Council calling on clients will be recovered from each debtor.
- c) Council will endeavour, within the constraints of affordability, to make personal or telephonic contact with all arrear debtors to encourage their payment, and inform them of their arrears state, and their rights (if any) to conclude arrangements or to indigence subsidies, other related matters and will provide information on how and where to access such arrangements or subsidies. It remains the responsibility of the customer to provide and update contact details.
- d) Such contact is not a right for debtors to enjoy and disconnection of services and other collection proceedings will continue in the absence of such contact for whatever reason.
- e) All cost incurred for recovery of arrear debt is payable immediately by the customer/owner, before reconnection takes place.

8.2.4 Legal Process /Use of Attorneys / Use of Credit Bureaus

Council may, when a debtor is sixty (60) days in arrears, commence legal process against that debtor. This process may involve final demands, summonses, court trials, warrant of execution judgements, garnishee orders and/or sales in execution of movable and immovable property. Government Properties will only be handed over to Legal if all Inter Governmental Relations (IGR) process have failed.

- a) Council will exercise strict control over this process, to ensure the accuracy and legality within it, and will require regular reports on progress from outside parties, be they attorneys or any other collection agents appointed by Council or the in-house legal section.
- b) Council will establish procedures and codes of conduct with these outside parties collecting arrear debt on behalf of Council.
- c) Garnishee orders, in the case of employed debtors, are preferred to sale in execution, but both are part of Council's system of debt collection procedures.
- d) All steps in the credit control procedure will be recorded for Council's records and for the information of the debtor.
- e) All costs of this process are for the account of the debtor.
- f) Individual debtor accounts are protected and are not subject of public information. However, Council may release debtor information to credit bureaus. This release will be in writing or by electronic means.
- g) Council may consider the cost effectiveness of the legal process, and will receive reports on relevant matters, including cost effectiveness.
- h) Council may consider the use of agents, and innovative debt collection methods and products. Cost effectiveness, the willingness of agents to work under appropriate codes of conduct and the success of such agents and products will be part of the agreement Council might conclude with such agents or service providers; and will be closely monitored by Council.
- i) Customers will be informed of the powers and duties of such agents or service providers and their responsibilities including their responsibility to observe agreed codes of conduct.
- j) Any agreement concluded with an agent, product vendor or service provider, shall include a clause whereby breaches of the code of conduct by the agent or vendor constitute a breach of contract.
- k) On default by a owner, the tenant will be the debtor of last resort.

8.2.5 Estate Accounts Collection

- a) The accounts of debtors who are insolvent, under administration or deceased are dealt with according to normal legal practices by collection staff of the municipality. Unsuccessful claims must be submitted to the Mayor, FPC, EXCO and Council for approval to be written off.
- b) Estates without formalised legal status: In numerous cases the head of a household has died without leaving a will indicating to whom ownership of the family residence is to be transferred upon the event of his/her death or the owner of the property has abandoned his/her family to fend for themselves. As these exceptions are not provided for in the normal legal practice, the following process will be followed in such cases:
 - i. The remaining family must report the situation to the Municipality's collection office, who will require the relevant documentation to be obtained by the family e.g. a death certificate, and an order of the local Magistrate allocating right of ownership to someone of the surviving family in the case of a deceased estate; or an order of the local Magistrate allocating right of ownership to someone in the abandoned family.
- c) In all of these cases, extension for the payment of the arrears as at the date of notification will be given by the debt collectors of the Finance department, disconnected electricity will be reconnected and the remaining family will be expected to pay all amounts levied on monthly current accounts in excess of the amount of the extension until such time as the matter has been finalised. This will prevent any further service restrictions or collection actions at the residence whilst the family are in the process of legalising ownership of the property.
- d) As soon as ownership has been officially allocated by the Magistrate, the documentation must be presented to the Municipality's collection office, who will then change the name of the account to that of the new owner. The new owner will also be encouraged to make an arrangement for the payment of the arrears to prevent credit control and collection action from being taken by the Municipality. *Alternatively*, if the family qualifies to be registered for assistance in terms of the municipality's Indigent By-law, they may apply for that, and after registration their arrears shall be dealt with in terms of that By-law.
- e) Unsuccessful claims must be submitted to the Mayor, FPC, EXCO and Council for approval to be written off.
- f) This process is intended to accommodate families and child headed households who may also qualify to be registered in terms of the Council's Indigent By-law.

8.3 Cost of Collection

All costs of legal processes, including interest, penalties, service discontinuation costs and legal costs (charged at point of hand over through legal processes) associated with credit control are for the account of the debtor and should reflect at least the average cost of the particular action.

8.4 Rates Clearance

On the sale of property in the municipal jurisdiction, Council shall withhold a rates clearance certificate until all rates and service charges are paid in full and final settlement of the relevant account for the two years preceding the request for the rates clearance certificate. The conveyancer, seller, and purchaser must acknowledge in writing that the seller and purchaser were informed of any arrears prior to the two years applicable in terms of section 118 of the Systems Act, and indicate full contact details and identity numbers for the seller and purchaser. **Arrears will be for the account of the last registered owner.**

8.4 Arrangements for Settlement

8.4.1 If a customer cannot pay his/her outstanding account in full with the municipality, he/she may enter into an extended term of payment with the municipality after the following is done:

- a) Signing of surety/arrangement form,
- b) Signing of an acknowledgement of debt form,
- c) Submitting a copy of the owner/s I.D/s, and/or executorship letter if owner is deceased.
- d) Submitting proof of income

8.4.2 He/she must pay the current portion of the account in full and a period be set for the outstanding amount to be paid as may be determine by the Accounting Officer or the Chief Financial Officer.

8.4.3 Any arrangement for payment of arrears in terms of this By-law must be negotiated within the following framework or as per the provision of clause 6.4.2:

a) Private Households:

- An amount equal to 10% of the total outstanding debt shall be payable upfront as deposit.
- The period of the arrangement shall be determined by the Accounting Officer or the Chief Financial Officer, however the debtor shall not be allowed to redeem arrears over a period in excess of 12 months.
- In cases where the debtor indicates that the calculated payment is not affordable, the terms of arrangement shall be at the Accounting Officer's discretion or his authorised representative.
- Once the debtor has entered into an arrangement with the municipality in terms of this By-law, all credit control actions, including legal processes, will be suspended until the debt is settled in full. The debtor will also bear any cost incurred prior to entering into an arrangement with the municipality.

b) Businesses

- No arrangement will be made for businesses.

8.4.4 If the debtor breaches any material term of an arrangement, the total outstanding balance including interest raised on such account, shall immediately become due and payable to the municipality and any applicable action to recover the debt in terms of this By-law shall be applied immediately.

8.4.5 No arrangement will be made for a debtor with electricity consumption arrears, unless he/she agrees to the conversion to prepayment electricity meter, if and when implemented the cost of which, and the total arrears, will be paid off, as Council deems appropriate, either by:

- a) adding the debt to the arrears bill and repaying it in full or over arrangement period; or
- b) adding it as a surcharge to the prepaid electricity cost, repaying it with each purchase of electricity until the debt is settled.

8.5 Abandonment of Claims

8.5.1 The Municipal Manager must ensure that all cost effective avenues are utilised to collect the Municipality's debt.

8.5.2 There are some circumstances that allow for the valid termination of debt collection procedures:

- a) The insolvency of the debtor, whose estate has insufficient funds;
- b) A balance being too small to recover, for economic reasons considering the cost of recovery;
- c) Where Council deems that a customer or group of customers are unable to pay for services rendered;
- d) Prescription of debt;
- e) When a debtor with an inactive account cannot be traced;
- f) All reasonable notifications and legal actions to recover the outstanding amount have been exhausted.
- g) The amount outstanding is the residue after payment of dividend in the rand from an insolvent estate;
- h) It is impossible to prove the debt outstanding; or
- i) The outstanding amount cannot be recovered due to an administrative error by Council.

8.5.3 The Municipality will maintain audit trails in such an instance, and document the reasons for the abandonment in respect of the debt. The schedules setting out particulars of the debt and the reasons for abandonment or write off, together with a written request to approve it to be written off, must be presented to the Chief Financial Officer for submission to the Mayor, FPC, EXCO and Council for approval.

9. CUSTOMER ASSISTANCE PROGRAMMES:

9.1 THE INDIGENT BY-LAW WILL BE REFERRED TO AS A SEPARATE BY-LAW FROM 2016/2017.

9.2 Rate Rebates

- 9.2.1 Property used exclusively for residential purposes may qualify for a rebated rate determined annually by Council.
- 9.2.2 A rate rebate may be granted according to certain qualifying criteria to social pensioners or the receiver of a state disability grant and/or any category of customer, as determined by Council from time to time.

9.3 Rates by Instalments

Customers will pay the property rates and refuse account monthly, over eleven (11) months at no interest, on the condition that there are no rates outstanding in respect of the previous period and that the rates are paid in full prior to the next rates cycle.

9.4 Indigent Subsidy

The relief conditions for rates and services for Indigent Customers will be stipulated in the By-law named the Indigent By-law of the eDumbe Local Municipality.

9.5 Relief in certain circumstances

Council may approve during the yearly budget process relieve for rates and refuse for owners who are medically boarded, pensioners and disabled persons and child headed households on application.

10. REPORTING

- 10.1 The Chief Financial Officer shall report monthly to the Municipal Manager in a suitable format to enable the Municipal Manager to report to Council. This report shall contain particulars on:
- Cash flow information for capital and operating accounts, and the combined situation, showing Council's actual performance against its cash flow budgets.
 - Cash collection statistics, showing high level debt recovery information (numbers of customers; enquires; default arrangements; growth or reduction of arrear debtors; ideally divided into wards, business (commerce and industry) domestic, state, institutional and other such divisions.
 - Council's ongoing income and expenditure statements, comparing both billed income and cash receipt income, against ongoing expenditure in both the capital and operating accounts.
- 10.2 If in the opinion of the Chief Financial Officer, Council will not achieve cash receipt income equivalent of the income projected in the annual budget as approved by Council, the Chief Financial Officer will report this with motivation to the Municipal Manager who will, if he agrees with the Chief Financial Officer, immediately move for a revision of the budget according to realistically realisable income levels.
- 11. PERFORMANCE EVALUATION**
Refer – Performance Targets, paragraph 6.7.
- 12. TERMINATION OF SERVICE OR RESTRICTION**
Refer – Interruption of services, paragraph 8.1.1.
- 13. UNAUTHORISED CONSUMPTION / TAMPERING / THEFT OF SERVICES**
- 13.1 Any person (natural or juristic) found to be illegally connected to municipal services, tampering with meters, the reticulation network or any other supply equipment, or committing any unauthorised actions associated with the supply of municipal services, as well as theft and damage to Council property/infrastructure, will be prosecuted and/or held liable for penalties as contained in the Municipal by-laws.
- 13.2 Council will immediately terminate the supply of services to such a customer should such conduct as outlined above be detected.
- 13.3 The total bill owing, including: penalties, assessment of unauthorised consumption and discontinuation and reconnection fees, and increased deposits as determined by Council if applicable, becomes due and payable before any reconnection may be approved. No arrangements will be entered into unless authorised by the Municipal Manager or his/her delegate.
- 13.4 Council will maintain monitoring systems and teams to detect and survey customers who are undertaking such illegal actions.
- 13.5 Council may distinguish in its penalties between cases of vandalism and/or cases of theft.

- a) Council reserves the rights to lay charges and/or to take legal action against both vandals and thieves;
 - b) Any person failing to provide information or providing false information to the Municipality may face immediate disconnection.
- 13.6 The owner of the property remains liable and responsible for all instances of unauthorised reconnections and disconnections, tampering, damage or theft of Municipal Infrastructure, and services installed in the property. Further, the onus is upon the owner to ensure that tenants on the premises or the property refrain from such acts.
- 13.7 Unauthorised reconnection of/or tampering with a service supply is prohibited and shall constitute a criminal offence that will result in legal action taken against the owner and disconnection of municipal services.

14. BAD DEBTS

- 14.1 Refer to paragraph 6.5.3.
- 14.2 Should there be a payment in respect of the account which has already been written off, such monies must be allocated to the specific vote number designed for the recoverable debts, and will not be refunded or credit to the customer.
- 14.3 Council may from time to time implement an incentive scheme which may entail writing off of certain debts.

15. DELEGATIONS

- 15.1 The Chief Financial Officer be delegated to write off all irrecoverable debts up to the value of R500.00.
- 15.2 All debts above the value of R500.00 be referred to the Municipal Manager for approval to write off as irrecoverable.

BY-LAW ADOPTION

This By-law is adopted and approved by the full Council of eDumbe Local Municipality for implementation as follows.

Resolution Number _____

Approval Date _____

EFFECTIVE DATE

This By-law shall become effective as from the following Date: _____ .

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