



CREDIT CONTROL AND DEBT COLLECTION POLICY 2025/2026

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PREAMBLE

In an attempt to ensure that the communities residing within the Mpofana Municipal area of jurisdiction pay for services rendered by the municipality, the Mpofana Local Municipality council hereby presents the Credit Control and Debt Collection policy, in order to ensure that all communities who are not considered to be indigent cases pay for basic services that are provided by the municipality, as prescribed by the Municipal Systems Act No. 32 of 2000 and other government regulations, and also to ensure that the levels of non- payment for municipal services are minimized. Payment for services rendered by the municipality will enable the municipality to provide services as planned in Service Delivery and Budget Implementation Plan and the Integrated Development Plan (IDP).



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CHAPTER 1: GENERAL

1.1. Definitions

For the purpose of this policy, any word or expression to which a meaning has been assigned in the Act shall bear the same meaning in this policy and unless the context indicates otherwise –

“Account” means any account rendered for Municipal services provided;

“Account Holder” means any person who is due to receive a Municipal Account, which includes a user of pre-paid electricity;

“Act” means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), as amended from time to time;

“Actual Consumption” means the measured consumption of any customer;

“Agreement” means the contractual relationship between the Municipality or its authorized agent and customer, whether written or deemed;

“Applicant” means a person who applies for the supply of Municipal Services;

“Applicable Charges” means the rate, charge tariff, flat rate, or subsidy determined by the municipal council;

“Arrangement” means an agreement between Mpofana Local Municipality and the consumer whereby the consumer signs an acknowledgement of debt and bids him/ herself to the payment of equal monthly instalments until the arrear debt is realized.

“Arrears” means any amount due, owing and payable by a customer in respect of Municipal services not paid on the due date;

“Average Consumption” means the average consumption of a customer of a Municipal service during a specific period, which consumption is calculated by dividing that customer’s total measured consumption of that Municipal service over the preceding three months by three;

“Authorized Agent” means –

(a) Any person authorized by the Municipal Council to perform any act, function or duty in terms of, or



exercise any power under this policy; and/ or

- (b) Any person to whom the Municipal Council has delegated the performance of certain rights, duties and obligations 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 authorized in such contract;

“Billing” means invoicing on a Municipal Account to an account holder of an amount or amounts payable for assessment rates, metered services, other municipal charges, levies, fees, fines, taxes, or any other amount or amounts payable arising from any other liability or obligation;

“Commercial Customer” means a customer other than household and indigent Customers, including without limitation, Business, Government and Institutional Customers.

“Connection” means the point at which the customer gains access to Municipal Services.

“Council” means the Council of Mpolana Local Municipality.

“Credit Control” means all the functions relating to the Collection of revenue.

“Customer” means a occupier of any premises to which the Municipality has agreed to supply or is actually supplying municipal services, or if there is no occupier, then any person who has entered into a service agreement with the municipality for the supply of municipal services to such premises, or, if there be no such person, then the owner of the premises.

“Customer Care” in this context refers to this municipality's commitment to make the customer's contact with the municipality convenient and positive. The manner in which this is done is incorporated in the aim, values and Batho Pele principles;

‘Consumer Management” means to focus on the account holder's needs in a responsive and proactive way to encourage payment and thereby limiting the need for enforcement;

“Consumer Service Centre” means –

- (a) An office where an applicant may apply for services and enter into a service agreement with the Municipality;
- (b) An office where an account holder may settle an account or may make pre-payment for services;
- (c) A credit screening point where the credit assessment of an applicant can be processed; or
- (d) An office where an account holder may query or verify account and metered consumption, and may communicate grievances, inquiries, recommendations and other relevant issues to the municipality



and from where the response from the Municipality can be conveyed to the account holder.

“Debt” means any monies owing to the Municipality in respect of the rendering of municipal services, and includes monies owing in regard to property rates, refuse removal, housing sundries and terminated leases, and any other outstanding amounts, inclusive of any interest thereon, owing to the Municipality;

“Debtor” means any person who owes a debt to the Municipality

“Defaulter” means a customer who owes arrears;

“Due Date”-means the date specified as such on a municipal account dispatched by the Municipality to an account holder for current charges payable and which is the last day allowed for the payment of such charges;

“Emergency Situation” means any situation that if allowed to continue, poses a risk or potential risk to the financial viability or sustainability of the Municipality or a specific Municipal service;

“Estimated Consumption” means the deemed consumption by a customer whose consumption is not measured during a specific period, which estimated consumption is rationally determined taking into account at least the consumption of Municipal services for a specific level of service during a specific period in the area of supply of the Municipality or its authorized agent;

“Household Customer” means a customer that occupies a dwelling, structure or Property primarily for residential purposes;

“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 and younger);

“Illegal Connection” means a connection to any system through which services are provided that is not authorized or approved by the Municipality or its authorized agent;

“Indigent Customer” means a household customer qualifying and registered with the Municipality as an indigent customer in accordance with this policy;

“Interest” means the rate of interest determined by the Council payable on the amount due in terms of a municipal account which is in arrears;

“Municipality” means – Mpofana Local Municipality, a category A Municipality, established in terms of Section 12, Local Government: Municipal Structures Act, 117 of 1998 and where the context refers to an act or omission thereof



means the Municipality, acting through the Municipal Manager or his delegate.

“Municipal Account”: means an account rendered on which is billed an amount or amounts payable to the municipality for assessment rates, metered services, other municipal charges, levies, fees, fines, interest, taxes or any other amount or amounts payable arising from any other liability or obligation.

“Municipal Council” means the Municipal Council as referred to in Section 157 (1) of the Constitution, 1996 (Act No. 108 of 1996);

“Municipal Manager” means the person appointed by the Municipal Council as the Municipal Manager of the Municipality in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) and includes any person –

- (a) Acting in such position
- (b) To whom the Municipal Manager has delegated a power, function or duty in respect of such a delegated power function or duty;

“Municipal Services” means for purposes of this policy, services provided by the Municipality or its authorized agent, including refuse removal, Electricity services and rates or any one of the above;

“Occupier” means any person who occupies any premises or part thereof notwithstanding the title under which the person occupies, and includes –

- (a) Any person in actual of such premises;
- (b) Any person legally entitled to occupy such premises;
- (c) In the case of premises which have been subdivided and let to lodger or various tenants, the person receiving the rent payable by such lodgers or tenants whether on that person's own account or as agent for any person entitled thereof or interested therein;
- (d) Any person having the charge or management of those premises and includes the agent of any such person when the person is absent from the Republic of South Africa or his or her whereabouts are unknown; and
- (e) The owner of those premises

“Officer” means an employee of the Mpofana Local Municipality or any other person who is specifically authorized thereto by the Mpofana Local Municipality to perform any act , function or duty in terms of or exercise any power under these by-laws.

“Owner” means –

- (a) The person in who from time to time invested the legal title to premises;
- (b) In case where the person in whom the legal title to premises is vested is insolvent or deceased, 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 authorized 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 premises for which a lease agreement of 30 years or longer has been entered into, the lessee thereof;

(e) In relation to –

- (i) A piece of land delineated on a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), the developer or the body corporate in respect of the common property; or
- (ii) A section as defined in the Sectional Titles Act, 1986 (Act No. 95 of 1986), the person in whose name such section is registered under a sectional title deed and includes the lawful appointed agent of such a person; or

(f) A person occupying land under a register held by a tribal authority, a “**person**” means any natural person, local government body or like authority, a company or close corporation incorporated under any law, a body of persons whether incorporated or not, a statutory body, public utility body, voluntary association or trust; “**public notice**” means publication in an appropriate medium that may include one or more of the following:

- (a) Publication of a notice, in the official languages determined by the Municipal Council, -
 - (i) In the local newspaper or newspapers in the area of the Municipality; or
 - (ii) In the newspaper or newspapers circulating in the area of the Municipality determined by the Municipal Council as a newspaper of record; or
 - (iii) By means of radio broadcasts covering the area of the Municipality; or
 - (iv) Displaying a notice at appropriate offices and pay points of the Municipality or its authorized agent; or
- (b) Communication with customers through public meetings and ward committee meetings;

“**Payment Extension**” means the extension of the due date already expired for payment in part or whole, where the Municipality has agreed to substitute that due date with a payment extension date in applicable cases.

“**Payment Extension Date**” means the date on which Credit Control has determined that a customer must pay arrear charges which were not paid by the due date.

“**Person**” includes a legal person.

“**Preferred Customer**” means a person who may be granted special concessions by the Mpofana local municipality.

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

- (a) A general plan or diagram registered in terms of Land Survey, Act of 1927 (Act No. 9 of 1927), or in terms of the Deeds Registry, Act of 1937 (Act No. 47 of 1987); or
- (b) A sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 93 of 1986), which is situated within the area of jurisdiction of Council; and



(c) Includes any other land and any building or structure above or below the surface of any land.

“Prescribed Charge” means a charge prescribed by the Council or an authorized officer.

“Revenue” means all monies due to the Mpofana Local Municipality and in regard to which it has the right to enforce payment;

“Shared Consumption” means the consumption of a customer of a Municipal service during a specific period, which consumption is calculated by dividing the total metered consumption of that municipal service within the supply zone within which a customer’s premises is situated for the same period by the number of customers within that supply zone, during the same period;

“Subsidized Service” means a municipal service which is provided to a customer as an applicable rate which is less than the cost of actually providing the service including services provided to customers at no cost;

“Supply Zone” means an area, determined by the municipality or its authorized agent, within which all customers are provided with services from the same bulk supply connection;

“Tampering” means any unauthorized interference with the Mpofana Local Municipality’s supply, seals and metering equipment and “tamper” has a corresponding meaning.

“Target” means realistic targets which may be set by the Council from time to time.

“Third Party Debt Collector” means any person or persons duly authorized to collect monies or institute legal proceedings against debtors, on behalf of the Mpofana Local Municipality.

“Total Household Income” means the total formal and informal gross income of all people living permanently or temporarily on the property on which the account is based.

“Unauthorized Services” means receipt, use or consumption or any municipal service which is not in terms of an agreement, or authorized or approved by the municipality or its authorized agent.

“Unreliable Customer” includes an account holder who according to his or her payment record has failed to settle his or her Municipal Account by the due date or who was or is in arrears with payments due to the Municipality or who has tampered or interfered with metering equipment, seals, or the supply of municipal services.

1.2. Objective



1.2.1 The objective of this policy is to-

- (a) Focus on all outstanding debt as raised on the debtor's account;
- (b) Provide for a common credit control and debt collection policy;
- (c) Promote a culture of good payment habits amongst debtors and instill a sense of responsibility towards the payment of accounts and reducing municipal debt;
- (d) Subject to the principles provided for in the policy, use innovative, cost effective, efficient and appropriate methods to collect as much of the debt in the shortest possible time without any interference in the process; and
- (e) Effectively and efficiently deal with defaulters in accordance with the terms and conditions of this policy.



CHAPTER 2: DUTIES AND FUNCTIONS

2.1. Duties and functions of the Municipal Council

- 2.1.1. approve a budget consistent with the needs of communities, ratepayers and residents;
- 2.1.2. impose rates and taxes and to determine service charges, fees and penalties to finance the budget;
- 2.1.3. provide sufficient funds to give access to basic service for the poor;
- 2.1.4. provide for bad debt, in line with the payment record of the community, ratepayers and residents, as reflected in the financial statements of the Municipality;
- 2.1.5. set an improvement target for debt collection, in line with acceptable accounting ratios and the abilities of the Municipal Manager;
- 2.1.6. approve reporting framework for credit control and debt collection;
- 2.1.7. consider and approve policy to effect to the Council's policy;
- 2.1.8. monitor the performance of the Executive Committee and the Municipal Manager regarding credit control and debt collection;
- 2.1.9. revise the budget should Council's targets for credit control and debt collection not be met;
- 2.1.10. take disciplinary action against officials who do not execute Council policy;
- 2.1.11. approve the list of attorneys that will act for Council in all legal matters relating to debt collection;
- 2.1.12. delegate the required authorities to monitor and execute the credit control and debt collection policy to the Executive committee and the Municipal Manager, respectively;
- 2.1.13. approve an appropriate staff structure for credit control and debt collection;
- 2.1.14. appoint debt collection agents to assist the Municipal Manager in the execution of his or her duties, if required;
- 2.1.15. ensure that the budgets, cash flows and targets for the debt collection are met and executed in terms of this policy and any other relevant policy;
- 2.1.16. monitor the performance of the Municipal Manager in implementing the Credit Control and Debt Collection policy; and
- 2.1.17. review and evaluate the Credit Control and Debt Collection policy in order to improve the efficiency of the Council's credit control and debt collection procedures, mechanism and processes.

2.2. Duties and functions of the Municipal Manager

Duties and functions of the Municipal Manager are to –

- 2.2.1. implement good customer care management;
- 2.2.2. implement the Council's credit control and debt collection policy;
- 2.2.3. install and maintain an appropriate accounting system;
- 2.2.4. bill consumers;
- 2.2.5. demand payment on due dates;
- 2.2.6. raise penalties for defaults;



- 2.2.7. appropriate payments received;
- 2.2.8. collecting outstanding debts;
- 2.2.9. implement “Best Practices”;
- 2.2.10. provide different payments method;
- 2.2.11. determine credit control measures;
- 2.2.12. determine work procedures for public relations, arrangements, disconnection’s of service, summons, attachments of assets, sales of execution, writing off debts, sundry debtors and legal processes;
- 2.2.13. appoint firm/s of attorneys to complete the legal process (i.e. attachment and sale in execution of assets, emolument attachment orders etc.);
- 2.2.14. set performance target for staff;
- 2.2.15. appoint staff to execute the Council’s credit control & debt collection policy in accordance with the Council’s staff policy;
- 2.2.16. delegate certain functions to Heads of Departments;
- 2.2.17. determine control procedures; and
- 2.2.18. report to Council.

2.3. Duties and functions of communities, ratepayers and residents

Duties and functions of communities, ratepayers and residents are to –

- 2.3.1. Fulfil certain responsibilities, as brought about by the privilege to use and enjoy public facilities and Municipal services;
- 2.3.2. Pay service fees, rates on properties and other taxes, levies and duties imposed by the Municipality;
- 2.3.3. Observe the mechanisms and processes of the Municipality in exercising their rights;
- 2.3.4. Allow municipal officials reasonable access to their property to execute municipal functions;
- 2.3.5. Comply with the policy and other legislation of the Municipality; and
- 2.3.6. Refrain from tampering with Municipal services and property.

2.4. Duties and functions of ward councilors and political parties

Duties and functions of ward councilors and political parties are to –

- 2.4.1. hold regular ward meetings;
- 2.4.2. adhere to and convey the Council’s policy to residents and ratepayers; and
- 2.4.3. adhere to Council’s Code of Conduct for Councilors.



CHAPTER 3. PROVISION OF MUNICIPAL SERVICES TO CUSTOMERS OTHER THAN INDIGENT CUSTOMERS

3.1 Part 1

3.1.1 Application for Municipal Services

- a) A customer who qualifies as an indigent customer must apply for services as set out in Chapter 5 below;
- b) No person shall be entitled to access to Municipal services unless application has been made to, and approved by the municipality or its authorized agent on the prescribed form attached as Annexure A to this policy;
- c) Only landlords will be allowed to open accounts for services. No tenants will be allowed to open a services account on their names as the landlord is responsible for such accounts.
- d) Municipal accounts for rates & services will be rendered as a consolidated account on one statement and issued to the landlord of the property.
- e) If, at the commencement of this policy or at any other time, Municipal services are provided and received and no written agreement exist in respect of such services, it shall be deemed that –
 - i) an agreement in terms of item (3.1.h) exists;
 - ii) and the level of services provided to that customer are the level of services elected;
 - iii) until such time as the customer enters into an agreement in terms of subsection (3.1.1.b)
- f) The Municipality or its authorised agent must on application for the provision of Municipal services inform the applicant of the then available levels of services and then applicable tariffs and/ or charges associated with each level of service;
- g) The Municipality or its authorised agent is only obliged to provide a specific level of service requested if the services are currently being provided and if the Municipality or authorised agent has the resources and capacity to provide such level of service;
- h) A customer may at any time apply to alter the level of services elected in terms of the agreement entered into, provided that such requested level of service is available and that any costs and expenditure associated with altering the level of services is paid by the customer;
 - i) An application for services submitted by a customer and approved by the Municipality or its authorised agent shall constitute an agreement between the Municipality or its authorised agent and the customer, and such agreement shall take effect on the date referred to or stipulated in such agreement;
 - j) In completing an application form for Municipal services the Municipality or its authorised agent will ensure that the document and the process of interaction with the owner, customer or any other person making such an application are understood by the owner, customer or other person and advise him or her of the



option to register as an indigent customer;

- k) In the case of illiterate or similarly disadvantaged person, the Municipality or its authorised agent must take reasonable steps to ensure that the person is aware of and understands the contents of the application form and shall assist him or her in completing such form.
- l) Municipal services rendered to a customer are subject to the provision of this policy, any applicable policy and the conditions contained in the agreement
- m) If the Municipality or its authorised agent –
 - refuses an application for the provision of Municipal services or specific service or level of service;
 - is unable to render such Municipal services or a specific service or level of service on the date requested for such provision to commence; or
- n) is unable to render the Municipal services or a specific service or level of service, the Municipality or its authorised agent must, within a reasonable time, inform the customer of such refusal and/or inability, the reason therefore and, if applicable, when the Municipality or its authorised agent will be able to provide such Municipal services or a specific service or level of service;
- o) With respect to residential registrations, where the customer is the owner of the property the following documents must be produced:
 - certified copy of identity document or passport;
 - a letter from the transferring attorney confirming ownership or a copy of the title deed; and
 - rateable details or rates number of the property, if available;
- p) With respect to residential registrations, where the customer is the tenant of the property the following documents must be produced:
 - certified copy of identity document or passport;
 - a signed lease agreement or a letter of consent from the property owner; and
 - a body corporate levy statement, share certificate, purchase and sale agreement or a letter from the transferring attorney confirming the details of the property owner, or title deed.
- q) With respect to commercial registrations the following documents must be produced:
 - The Certificate of Registration or Incorporation of the Company, cc, Trust, or Partnership. In addition, in the case of company, the CM29;
 - 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;
 - Letters of authority in the case of a partnership or sole proprietor;
 - VAT registration numbers if applicable;
 - Landlords consent / lease agreement / agents mandate between landlord / agent
 - Proof of ownership of property.
- r) Customers who fail to register and who illegally consume services will be subjected to punitive measures



as prescribed by Section 68 of Ordinance 18 of 1976 or such civil or criminal action as the Municipality deems appropriate;

- s) Where the purpose for or extent to which any municipal service used is changed, the onus and obligation is on the customer to advise the Municipality of such change.

3.1.2 Special Agreements for Municipal Services

The Municipality or its authorised agent may enter into a special agreement for the provision of Municipal services with an applicant –

- Within the area of supply, if the services for necessitated the imposition of conditions not contained in the prescribed form or this policy;
- Receiving subsidized service; and
- If the premises to receive such service are situated outside the area of supply, provided that the Municipality having jurisdiction over the premises has no objection to such special agreement.

3.1.3 Change in purpose for which municipal services are used

Where the purpose or extent to which any Municipal service used is changed, the onus and obligation is on the customer to advise the Municipality or its authorised agent of such change and to enter into a new agreement with the Municipality or its authorised agent.

3.2 Part 2: Applicable Charges

3.2.1 Applicable charges for Municipal Services

3.2.1.1 All applicable charges are payable in respect of municipal services, including but not limited to the payment of connection charges, fixed charges or any additional charges or interest will be set by the Municipal Council in accordance with –

- its rates and tariff policy;
- its customer care, credit control and debt collection policy;
- any policy in respect thereof; and
- any regulations in terms of national or Provincial legislation;

- Applicable charges may differ between different categories of customers, users of services, infrastructure requirement and geographic areas.
- Services will be terminated due to non-payment on the terms and conditions as stipulated in the credit control and debt collection policy.
- Deferment for payment of service accounts can be granted to customers in terms of Council's



delegated powers and conditions approved in its credit control and debt collection policy.

The Municipality may consolidate any separate account of persons who are liable for payment to the municipality and may credit all payments received from such a person to any service and order of performance as determined by Council from time to time in its Credit Control & Debt Collection Policy.

3.2.2 Availability charges for Municipal Services

The Municipal Council, in addition to the tariffs or charges prescribed for Municipal services actually provided, may levy a monthly fixed charge, annual fixed charge or once-off fixed charge where Municipal services are available, whether or not such services are consumed or not.

3.2.3 Subsidized Services

3.2.3.1 The Municipal Council may, from time to time, and in accordance with national policy, but subject to principals of sustainability and affordability, by public notice, implement subsidies for a basic level of Municipal service;

3.2.3.2 The Municipal Council may, in implementing subsidies, differentiate between types of household customers, types and levels of services, quantities of services, geographical areas and socio-economic areas.

3.2.3.3 Public notice in terms of subsection (1) must contain at least the following details applicable to a specific subsidy:

- The household customers who will benefit from the subsidy;
- The type, level and quantity of Municipal service that will be subsidized;
- The area within which the subsidy will apply;
- The rate (indicating the level of subsidy);
- The method of implementing the subsidy;
- Any special terms and conditions which will apply to the subsidy;

3.2.3.4 If a household customer's consumption or use of Municipal services is:

- Less than the subsidized service, the unused portion may not be accrued by the customer and will not entitle the customer to cash or a rebate in respect of the unused portion, and
- In excess of the subsidized service, the customer will be obliged to pay for such excess consumption at the applicable rate;

3.2.3.5 A subsidy implemented in terms of subsection (1) may at any time, be withdrawn or altered in the sole discretion of the Municipal Council, after:

- Service of notice as contemplated in section 115 of the Act on the person affected by the council's intention to consider such withdrawal or alteration; and
- Consideration by the Council of any comments or request received from the person affected.



3.2.3.6 Commercial customers may not qualify for subsidized services.

3.2.3.7 Subsidised services shall be funded from the portion of revenue raised nationally which is allocated to the Municipality and if such funding is insufficient the services may be funded from revenue raised through rates, fees and charges in respect of municipal services.

3.2.4 Authority to recover additional costs and fees

3.2.4.1 The Municipality or its authorised agent has the authority to, notwithstanding the provisions of any other sections contained in this policy, recover any additional costs incurred in respect of implementing this policy against the account of the customer, including but not limited to

- all legal costs, including attorney and client costs incurred in the recovery of amounts in arrears shall be against the arrears account of the customer, and /or
- the average costs incurred relating to any action taken in demanding payment from the customer or reminding the customer, by means of telephone, fax, email, letter or otherwise.

3.3 Part 3: Payments

The Municipality must endeavour to establish a payment network to ensure that, wherever practically possible, customers in receipt of accounts have access to a payment site within reasonable distance of their home.

3.3.1 Payment of deposit

3.3.1.1 The Municipal Council may, from time to time, determine different deposits for different categories of customers, users of services, debtors, services and service standards, provided that the deposit will not be more than two and a half times the monetary value of the most recent measured monthly consumption of the premises for which an application is made.

3.3.1.2 A customer must on application for the provision of municipal services and before the Municipality or its authorised agent will provide such services, pay a deposit, if the Municipal Council has determined a deposit.

3.3.1.3 The Municipality or its authorised agent may annually review a deposit paid in terms of subsection (2.1) and in accordance with such review require that an additional amount be deposited by the customer where the deposit is less than the most recent deposit determined by the Municipal Council.

3.3.1.4 If the customer is in arrears the Municipality or its authorised agent may require that the customer:

- a) pay a deposit if that customer was not previously required to pay a deposit, if the Municipal Council has determined a deposit; and
- b) pay an additional deposit where the deposit paid by the customer is less than the most recent deposit determined by the Municipal Council.

3.3.1.5 Subject to subsection (3.1.2) the deposit shall not be regarded as being in payment of an account.

3.3.1.6 No interest shall be payable by the Municipality or its authorised agent on any deposit held.



- 3.3.1.7 The deposit to be refunded to the service user on termination of the required service with the Municipality.
- 3.3.1.8 The deposit, if any, is refundable to the customer on termination of the agreement. A deposit shall be forfeited to the Municipality if the customer has not claimed it within 12 months of termination of the agreement.

3.3.2 Methods of determining amounts due and payable

- 3.3.2.1 The Municipality or its authorised agent must in respect of Municipal services that can be metered, endeavor to, within available financial and human resources, meter all customer connections and / or read all metered customer connections, on a regular basis, subject to subsection (2).
- 3.3.2.2 If a service is not measured, a Municipality or its authorised agent may, notwithstanding subsection (1), determine the amount due and payable by a customer, for Municipal services supplied to him, her or it, by calculating –
 - a) The shared consumption; or if not possible; and
 - b) The estimated consumption
- 3.3.2.3 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.
- 3.3.2.4 Where in the opinion of the Municipality or its authorised agent it is not reasonably possible or cost-effective to meter all customer connections and / or read all metered customer connections within a determined area, the Municipal Council may, on the recommendation of the municipality or its authorised agent, determine a basic tariff (flat rate) to be paid by all the customers within that area, irrespective of actual consumption.
- 3.3.2.5 The Municipality or its authorised agent must inform customers of the method for determining amounts due and payable in respect of Municipal services provided which will apply in respect of their consumption or supply zones.

3.3.3 Payment for Municipal Services provided

- 3.3.3.1 A customer shall be responsible for payment of all Municipal services consumed by him/ her or it from the commencement date of the agreement until his / her or its account has been settled in full and the Municipality or its authorised agent must recover all applicable charges due to the Municipality.
- 3.3.3.2 If a customer uses Municipal services for a use other than which it is provided by the Municipality or its authorised agent in terms of an agreement and as a consequence is charged at a lower than the applicable charge the Municipality or its authorised agent may make an adjustment of the amount charged and recover the balance from the customer.
- 3.3.3.3 If amendments to the applicable charge become operative on a date between measurements for the purpose of rendering an account in respect of the applicable charges and the date of payment:
 - a) it shall be deemed that the same quantity of Municipal services was provided in each period of twenty-four hours during the interval between the measurement; and
 - b) any fixed charge shall be calculated on a pro rata basis in accordance with the charge that applied



immediately before such amendment and such amended applicable charge.

3.3.4 Full and Final settlement of an account

- 3.3.4.1 Where an account is not settled in full, any lesser amount tendered and accepted shall not be deemed to be in full settlement of such account.
- 3.3.4.2 Subsection (3.3.4) shall prevail notwithstanding the fact that such lesser payment was tendered and / or accepted in full and final settlement, unless the Municipal Manager or the Manager of the Municipality's authorised agent made such acceptance in writing.

3.3.5 Responsibility for amounts due and payable

- 3.3.5.1 Notwithstanding the provisions of any other section of this policy, the owner of the premises shall be liable for the payment of any amounts due and payable to the Municipality or its authorised representative in respect of the preceding two years, where the owner is not the customer and the Municipality or its authorised agent after taking reasonable measures to recover any amounts due and payable by the customer if the latter could not recover such amounts.
- 3.3.5.2 In terms of Section 118 (3) of the Act an amount due for municipal service fees, surcharge on fees, property rates and other municipal taxes, levies and duties is a charge upon the property in connection with which the amount is owing and enjoys preference over any mortgage bond registered against the property.
- 3.3.5.3 Accordingly, all such Municipal debts shall be a charge upon the property, the subject thereof, and shall be payable by the owner of such property.
- 3.3.5.4 Any person who purchases or otherwise acquires or leases immovable property from the Municipality shall be deemed to be the owner thereof from the date of such purchase or other acquisition by him or from the commencement of such lease, as the case may be.
- 3.3.5.5 Where the property is owned by more than one person, each such person shall be liable jointly and severally for all Municipal debts charged on the property.
- 3.3.5.6 Except for property rates, owners shall be held jointly and severally liable, with their tenants who are registered as customers, for debts on their property.
- 3.3.5.7 Tenants and/or agents may be held liable for arrear rates in terms of Section 28 of the Municipal Property Rates Act.

3.3.6 Dishonored Payments

- 3.3.6.1 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 –
 - a) May recover the average bank charges incurred relating to dishonoured negotiable instruments against the account of the customer; and
 - b) Shall regard such an event as default on payment.

**3.3.7 Incentive Schemes**

3.3.7.1 The Municipal Council may institute incentives schemes to encourage payment and reward customers that pay accounts on a regular and timeous basis and allow for settlement amounts as approved by the Municipal Manager.

3.3.8 Pay-points and approved agents

3.3.8.1 A customer must pay his /her or its account at pay-points, specified by the Municipality or its authorised agent from time to time, or at approved agents of the Municipality or its authorised agent.

3.3.8.2 The Municipality or its authorised agent must inform a customer of the location of designated pay-points and approved agents for payment of accounts.

3.4 Part 4: Accounts

3.4.1 Monthly rates shall be levied in twelve equal instalments, and subject to change as determined by the Chief Financial Officer from time to time.

3.4.2 Accounts will be rendered monthly to customers at the address last recorded with the Municipality or its authorised agent. The customer may receive more than one account for different municipal services if they are accounted for separately.

3.4.3 Failure to receive or accept an account does not relieve a customer of the obligation to pay any amount due and payable. The onus is on the customer to make every effort to obtain a copy account for payment.

3.4.4 The Municipality or its authorised agent must, if administratively possible, issue a duplicate account to a customer on request upon payment of a fee as prescribed in the Councils tariff of charges. Landlords may request copies of their tenant's accounts.

3.4.5 Accounts must be paid no later than the last date for payment specified in such account, which date will be at least 14 days after the date of the account. Failure to pay the account on the due date and should the account be in arrears for 30 days, a notice will be sent to the customer reminding them of such arrears and giving them a time frame in which to pay, this been the 2nd notice issued as the invoices issued for the account will be deemed as the 1st notice issued. Disconnections / Blocking of meters will occur should the customer fail to pay after sufficient notices have been issued.

3.4.6 If the customer has more than one account and there is credit balance on one of the accounts, the account that is owing will be settled with the credit balance from the other account

3.4.7 Accounts will reflect at least –

- The services rendered;
- The consumption of metered services or average, shared or estimated consumption;
- The period stipulated in the account;
- The applicable charges;
- Any subsidies;
- The amount due (excluding value added tax);



- g) Value added tax;
- h) The adjustment, if any, to metered consumption which has been previously estimated;
- i) The arrears, if any;
- j) The interest payable on arrears, if any;
- k) The final date of payment;
- l) The methods, places and approved agents where payment may be made;

3.4.8 And state that –

- a) The customer may conclude an agreement with the Municipality or its authorised agent for payment of the arrears amount in instalments, at the Municipality or its authorised agent's offices before the final date for payment if a customer is unable to pay the full amount due and payable;
- b) If no such agreement is entered into, the Municipality or its authorised agent will limit the services after sending a final demand notice to the customer;
- c) Legal action may be instituted against any customer for recovery of any amount 90 days in arrears;
- d) The account may be handed over to a debt collector for collection; and
- e) Proof of registration as an indigent customer, in terms of the Municipality or its authorised agent's indigent policy, must be handed in at the office of the Municipality or its authorised agent before the final date of payment.

3.4.9 Consolidated Debt

3.4.9.1 If one account is rendered for more than one Municipal service provided, the amount due and payable by a customer constitutes a consolidated debt, and any payment made by a customer of an amount less than the total amount due, will be allocated at the discretion of the Municipality between service debts. Firstly, to property rates and thereafter to refuse removal lastly to electricity.

3.4.9.2 If an account is rendered for only one Municipal service provided, any payment made by a customer of an amount less than the total amount due, will be allocated at the discretion of the Municipality.

3.4.9.3 A customer may not elect how an account is to be settled if it is not settled in further or if there are arrears.

3.4.10 Termination of Accounts

3.4.10.1 When a customer gives notice of termination of an account, departments who are providing a service to a customer must have been instructed wherever practically possible, to take final meter readings, process account adjustments etc. to allow a final account to be produced without unreasonable delay.

3.4.10.2 Once a final account has been calculated, duly authorised and a credit balance results, every effort will be made to refund the amount due to the customer within a reasonable period - providing the Municipality is satisfied that all payments made by the customer have been duly honored.

3.4.10.3 Likewise, should a debit balance occur as a result of the final account calculation, the account must be



placed immediately into the Debt Collection process.

3.4.11 Agreement with Employers

3.4.11.1 Section 103 of the Act reads as follows: -

“A Municipality may: with the consent of a person liable to the municipality for the payment of rates or other taxes or fees for municipal services, enter into an agreement with that person’s employer to deduct from the salary or wages of the person -

- a) Any outstanding amounts due by that person to the municipality; or
- b) Such regular monthly amounts as may be agreed.”
- c) The onus to introduce such arrangements remains with each employer / employee.

3.5 Part 5: Queries, Complaints and Appeals

3.5.1 Queries or complaints in respect of an account

3.5.1.1 A customer may lodge a query or complaint in respect of an accuracy of an amount due and payable in respect of a specific Municipal service as reflected on the account rendered.

3.5.1.2 A query or complaint must be lodged with the Municipality or its authorised agent before the due date for payment of the account.

3.5.1.3 A query or complaint must be accompanied by the payment of the average of the last three month’s 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.

3.5.1.4 The Municipality or its authorised agent will register the query or complaint and provide the customer with a reference number.

3.5.1.5 The Municipality or its authorised agent –

- a) shall investigate or cause the query or complaints to be investigated; and
- b) must inform the customer in writing of its finding within one month after the query or complaint was registered.
- c) Failure to make such agreed interim payment or payments will render the customer liable for disconnection.

3.5.2 Appeals against finding of Municipality or its Authorised agent in respect of queries or complaints

3.5.2.1 A customer may appeal in writing against a finding of the Municipality or its authorised agent in terms of Section 24.

3.5.2.2 An appeal and request in terms of subsection (1) must be made in writing and lodged with the Municipality within 21 days after the customer became aware of the finding referred to in section 24 and must –

- a) set out the reason for the appeal; and
- b) measuring device, if applicable



3.6 Part 6: Arrears

3.6.1 Interest

- 3.6.1.1 Interest will be levied on arrears at **prime rate plus one** as proclaimed by the governor from time to time.
- 3.6.1.2 The cost associated with the limitation or disconnection of Municipal services shall be for the cost of the customer and shall be included in the account following the re- connection.
- 3.6.1.3 Interest will be charged on accounts that are in arrears for 30 days and older

3.6.2 Accounts 90 days in arrears

- 3.6.2.1 Where an account rendered to a customer remains outstanding for more than 90 (ninety) days the Municipality of its authorised agent may –
 - a) Institute legal action against a customer for the recovery of the arrears; and
 - b) and the customer's account over to a debt collector or an attorney for collection.
- 3.6.2.2 A customer will be liable for any administration fees, cost incurred in taking action for the recovery of arrears and penalties, including the payment of a higher deposit, as may be determined by the Municipal Council from time to time.

3.7 Part 7: Agreements for the Payment of Arrears in Instalments

3.7.1 Agreements

- 3.7.1.1 The following agreement for the payment of arrears in instalments may be entered into:
 - a) Acknowledgement of Debt;
 - b) A consent to judgment;
 - c) An emolument attachment order;
- 3.7.1.2 The customer shall acknowledge that interest will be charged at the prescribed rate.
- 3.7.1.3 Customers with electricity arrears must agree to the conversion to a prepayment meter if and where possible, the cost of which, and the arrears total, will be paid off either by
 - a) Adding to the arrears account and repaying it over the agreed period; or
 - b) Adding it as a surcharge to the prepaid electricity cost, and repaying it with each purchase of electricity until the debt is settled;
- 3.7.1.4 The Municipality or its authorised agent must require a customer to pay 50% of the outstanding balance on the account on entering into an agreement for the payment of arrears in instalments.
- 3.7.1.5 The Municipality reserves the right to raise the security deposit requirement of debtors who seek agreements.
- 3.7.1.6 The Municipality may, at its discretion, enter into an Acknowledgement of Debt with customers in arrears with municipal service fees, surcharges on fees, property rates and other municipal taxes, levies, duties and community charges. Such agreement must include maintenance of the current monthly charges.



3.7.1.7 The owner of a property must consent in writing to an Acknowledgement of Debt with the municipality and his tenant, whereby he acknowledges that he is jointly and severally liable for all arrears should his tenant default.

3.7.1.8 Reconnection and disconnection fees, where applicable, must be paid in full before any Acknowledgement of Debt can be entered into.

3.7.1.9 By entering into an Acknowledgement of Debt the customer acknowledges that failure to meet any instalment will result in prompt disconnection and action being taken. This does not preclude any legal action that the Municipality may take.

3.7.1.10 Acknowledgement of Debts negotiated on business accounts shall require the agreement to be signed by a duly authorised Director / Member of the business.

3.7.1.11 Acknowledgement of Debts may not be granted where:

- Arrears have arisen due to dishonoured cheques, direct debit reversals etc;
- Instances of repeat meter tampering have been identified, or
- The services have been removed.

3.7.2 Copy of Agreement to Customer

A copy of the Agreement shall be made available to the customer.

3.7.3 Failure to Honour Agreements

3.7.3.1 If a customer fails to comply with an agreement for the payment of arrears in instalments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, cost incurred in taking relevant action, and penalties, including payment of a higher deposit, will be immediately due and payable, without further notice or correspondence and the Municipality or its authorised agent may –

- Disconnect / block the electricity service provided to the customer;
- Institute legal action for the recovery of the arrears; and
- Hand the customer's account over to a debt collector or an attorney for collection;

3.7.4 Reconnection of Services

3.7.4.1 An agreement for payment of the arrears amount in instalments, entered into after the electricity services was discontinued will not result in the services being restored until –

3.7.4.2 The arrears, any interest thereon, administration fees, cost incurred in taking relevant action and penalties, including payment of a high deposit, are paid in full; or

3.7.4.3 In addition to payments referred to in subsection (1) the customer shall pay the standard reconnection fee as determined by the Municipality from time to time, prior to the reconnection of Municipal of services by the Municipality or its authorised agent.



3.7.5 Termination / Transfer of Electricity Accounts

- 3.7.5.1 When a customer terminates an account with no intention of consuming services elsewhere within the Mpophana Local Municipality, a 14 days' notice period will apply and a stipulated forwarding address must be supplied.
- 3.7.5.2 On the indicated date of cancellation of services a final reading will be taken as soon as is reasonably possible and the customer will be billed for the consumption until the date of the final reading.
- 3.7.5.3 The customer deposit shall be appropriated against the account. Should a credit balance remain on the account, after appropriation of the deposit, such credit balance shall be refunded to the customer.
- 3.7.5.4 A debit balance that remains unpaid 30 days shall be pursued through debt collection procedure.

3.8 Part 8: Approval of Building Plans

3.8.1. Approval of Building Plans

Before any building plans pertaining to the alteration, improvement or erection of buildings or structures on a property can be considered for approval or any permission to proceed with such construction can be given, all arrears outstanding for a period longer than 30 days associated with the relevant property are to be paid.

CHAPTER 4: ASSESSMENT RATES

4.1 Amount due for Assessment Rates

- 4.1.1 The provisions of Chapter 3 shall apply in respect of the recovery of assessment rates.
- 4.1.2 All assessment rates due by owners are payable by a fixed date as determined by the Municipality in its credit control and debt collection policy.
- 4.1.3 Joint owners of property shall be jointly and severally liable for payment of the assessment rates.
- 4.1.4 Assessment rates will be levied in equal monthly instalments. When levied in equal monthly instalments the amount payable will be included in the Municipal account.
- 4.1.5 A property owner remains liable for the payment of assessment rates included in Municipal accounts, notwithstanding the fact that –
 - a) the property is not occupied by the owner thereof; and /or
 - b) the Municipal account is registered in the name of a person other than the owners of the property;
 - c) by virtue of registration of the property, the registered owner accepts liability for all services rendered by the municipality to the said property, except as provided for in other legislation or policy;

**4.2 Municipal Clearance Certificates**

Subject to Sections 118(1) and (1A) of the Act, the following shall apply to the issue of a Municipal Clearance Certificate for the purpose of effecting transfer of a property to a new owner.

4.3 Assessments

4.3.1 Application shall be made by the conveyance attorney, in the prescribed format, providing the following information in respect of the property in question:

- a) Present owner of the property;
- b) Property description;
- c) Physical address;
- d) Rates account No's;
- e) Electricity account No's. (Or electricity meter no's.);
- f) Purchasers details; identity numbers and postal address;
- g) with respect to Vacant Land, an Affidavit from the seller that the property does not have a water supply connection and an undertaking from the purchaser that should a water supply connection be discovered on the property and such account is in arrears, then the purchaser accepts liability for such arrears.

4.3.2 Copies of all the accounts must accompany the application. If the relevant information is not provided, the application will be returned to the conveyance.

4.3.3 The Accounting Officer has a right to conduct a full credit check on any person who is or who will become subject to this policy or any other policy of the municipality.

4.3.4 All debtors, may, having paid the prescribed fee, obtain a Revenue Credit Profile Certificate from the Accounting Officer, and the Accounting Officer may –

- a) call for an equivalent certificate as issued by any other municipality before entering into any business transaction with the municipality; or
- b) approach any other municipality to obtain a municipal credit profile of any potential debtor.

4.3.5 Businesses will not be issued with clearance certificates and licenses if they owe the municipality any monies.

4.3.6 Every effort will be made to issue an assessment within five days of receipt of application. Certain delays may be experienced in respect of:

- a) New sub-divisions;
- b) Pending building plans;
- c) Special investigations.

4.4 The assessment shall include the following:

4.4.1 Rates for the balance of the year (to 30 June) still outstanding. Where application is made after 31 January, the assessment shall be for a period of six(6) months until the rate increases for the new financial year have been finalized and approved. Thereafter the assessment will revert to the end of the new financial year.

4.4.2 Electricity Actual balance outstanding at date of assessment being approved less any deposit on hand.



- 4.4.3 Other Actual balance outstanding at date of application.
- 4.4.4 Assessment Fee As per the prescribed tariff.

4.5 Period of validity

The assessment shall remain valid for a period of 90 days. If payment has not been received within this period, a re-assessment may be required and payment of a further assessment fee will apply.

4.6 The onus rests with the seller to ensure

- 4.6.1 That all buildings on the property are in accordance with the building plans approved by the Municipality;
- 4.6.2 the premises in question are being utilized in accordance with its zoning;
- 4.6.3 all debt, inclusive of any advanced collection shall be deemed to be due and payable, for the purpose of issuing any clearance certificate in terms of section 118, of the Systems Act, and must be paid in full;
- 4.6.4 the Accounting Officer may require the purchaser to apply for all services at the property as part of the application for a clearance certificate; or
 - a) no interest shall be paid in respect of any payment made in terms of this sub- item unless permitted in terms of any other legislation or policy;
 - b) all payments will be allocated to the registered seller's municipal accounts in terms of this policy;

4.7 Payment of Refunds

- 4.7.1 prior to any refund this payment will be dealt with as follows: the advanced collection shall be used to offset any debt that accumulated against the property as follows –
 - a) any tenant debt; and
 - b) any of the seller's debts: -
 - c) any refund, in respect of any credit remaining after registration of transfer has been registered in the Deeds Office, shall be refunded, in the first instance, to the relevant conveyancer, or failing such conveyancer, to such seller;
- 4.7.2 Any discrepancies in respect of the above may result in delays in issuing of a clearance certificate, and in addition may result in levying of additional backdated rates and / or penalties and / or service charges.
- 4.7.3 Any amounts paid shall be appropriated to the oldest debt first.

4.8 Clearance Certificates

- 4.8.1 Every effort will be made to issue a Municipal Clearance Certificate within five days of receiving payment;
- 4.8.2 no certificate, in terms of section 118 of the Systems Act, will be issued where the registered owner (and, in this instance, the seller) has not complied with any relevant legislation, policy or agreement relating to the property in question;
- 4.8.3 the guarantee must be: Issued by the Conveyance Attorney, in the prescribed format; Unconditional;
- 4.8.4 For the full amount outstanding; and for a specified period of time acceptable to the Municipality there shall be no refunds on the cancellation of a sale. The Certificate shall be valid for a period of 120 days from date



of issue.

4.9 Property Rates

- 4.9.1 All properties within the boundary of the Mpofana Local Municipality are to be valued in terms of the legislation applicable to the valuation of properties for the purposes of levying property rates.
- 4.9.2 Rebates on rates may be granted by Municipality in terms of the Municipality's rating policy.
- 4.9.3 Owners must pay the property rates in twelve equal monthly instalments or over a period as determined by Council. Regular monthly instalment payments must be maintained.

CHAPTER 5: PROVISION OF MUNICIPAL SERVICES TO INDIGENT CUSTOMERS

5.1. Qualification for registration as Indigent Customer

All households where the combined gross income of all the members of the household over the age of 19 years old is less than the amount of the government grant awarded or to be determined by the Council qualify for registration as indigent customers.

5.2. Application for Registration

- 5.2.1 A household who qualifies as an indigent customer must complete the application form entitled "Application for Registration as Indigent Customer" attached as Annexure B to this policy.
- 5.2.2 Any application in terms of subsection (1) must be accompanied by –
 - a) Documentary proof of income, such as a letter from the customers employer, a salary advise, a pension card, unemployment fund card; and
 - b) An affidavit declaring unemployment or income; and
 - c) The Customer's latest Municipal account in his / her possession; and
 - d) A certified copy of the customers identity document; and
 - e) The names and identity numbers of all occupants over the age of a18 years who are resident at the property;
- 5.2.3 A customer applying for registration as an indigent customer shall be required to declare that all information provided in the application form and other documentation and information provided in connection with the application is true and correct.
- 5.2.4 The Municipality or its authorised agent shall counter-sign the application form and certify that the consequences and conditions of such an application for the customer were explained to the customer and that the customer indicated that the content of the declaration was understood.

5.3. Approval of Application

- 5.3.1 The Municipality or its authorised agent may send authorised representatives to premises or households applying for registration as indigent customers to conduct an onsite audit of information provided prior to



approval of an application.

5.3.2 An application shall be approved for a period of 12 months only. Subsidies will be forfeited if the applicant fails to submit proof of income or to re-apply for the subsidy.

5.4. Conditions

The Municipality or its authorised agent may upon approval of an application or any time thereafter –
Install a pre-payment electricity meter for the indigent customer where electricity is provided by the Municipality or its authorised agents when implemented; and

5.5. Application every 12 months

5.5.1 An indigent customer must re-apply for indigent support every 12 months failing which the assistance will cease automatically.

5.5.2 The provisions of section 38 and 39 shall apply to any application in terms of subsection (1).

5.5.3 The Municipality or its authorised agent cannot guarantee a renewal for indigent support.

5.6. Subsidised services for indigent customers

5.6.1 The Municipal Council may annually as part of its budgetary process, determine the Municipal services and levels thereof which will be subsidized in respect of indigent customers in accordance with national policy, but subject to principle of sustainability and affordability.

5.6.2 The Municipal Council will in the determination of Municipal services which will be subsidized for indigent customers give preference to subsidizing at least the following services:

5.6.3 Refuse removal services to a maximum of one removal per household per week;

5.6.4 All rates levied on properties of which the Municipal value is less than R50,000: provided that if, in the case of any property or category of properties, it is not feasible to value or measure such property, the basis on which the property rates thereof shall be determined, shall be prescribed by the Council.

5.6.5 The Municipality must, when making a determination in terms of subsection (1) give public notice of such determination.

5.6.6 Public notice in terms of subsection (3) must contain at least the following:

- The level of the quantity of Municipal service which will be subsidized;
- The level of subsidy;
- The method of calculating the subsidy;
- Any special terms and conditions which will apply to the subsidy, not provided for in this policy;

5.6.7 Any other Municipal services rendered by the Municipality or Municipal services consumed in excess of the levels or quantities determined in subsection (1) shall be charged for and the indigent customer shall be liable for the payment of such charges levied on the excess consumption.

5.6.8 The provisions of Chapter 3 shall mutatis mutandis apply to the amounts due and payable in terms of subsection (5)

**5.7. Funding of subsidized services**

- 5.7.1 The subsidized services referred to in section 38 shall be funded from the portion of revenue raised nationally which is allocated to the Municipality and if such funding is insufficient the services may be funded from the revenue raised through rates, fees and charges in respect of Municipal services.
- 5.7.2 The subsidy amount to be funded from revenue raised nationally which is allocated to the Municipality shall be calculated by dividing the amount allocated by the estimated number of customers which may qualify for registration as indigent customers.

5.8. Existing arrears of indigent customers on approval of application

- 5.8.1 Arrears accumulated in respect of the Municipal accounts of customers prior to registration as indigent customers will be either –
 - a) Written off;
 - b) Applied as a surcharge to prepaid electricity coupons, or
 - c) Be attempted to be recovered through legal proceedings and / or extended arrangements

5.9. Audits

- 5.9.1 The Municipality may undertake regular random audits carried out by the Municipality or its authorised agent to –
- 5.9.2 Verify the information provided by indigent customers;
- 5.9.3 Record any changes in the circumstances of indigent customers; and
- 5.9.4 Make recommendations on the de-registration of the indigent customer;

5.10. De-registration

- 5.10.1 Any customer who provides or provided false information in the application form and / or any other documentation and information in connection with the application shall automatically, without notice, be de-registered as an indigent customer from the date on which the Municipality or its authorised agent become aware that such information is false.
- 5.10.2 An indigent customer must immediately request de-registration by the Municipality or its authorised agent if his / her circumstances has changed to the extent that he / she no longer meet the qualifications set out in section 33.
- 5.10.3 An indigent customer shall automatically be de-registered if an application in accordance with section 34 is not made or if such application is not approved.
- 5.10.4 An indigent customer shall automatically be de-registered if an audit or verification concludes that the financial circumstances of the indigent customer has changed to the extent that he / she no longer meet the qualifications set out in section 33.
- 5.10.5 An indigent customer may at any time request de-registration.



CHAPTER 6: BUSINESSES WHO TENDER TO THE MUNICIPALITY

6.1 Procurement Policy and Tender Conditions

6.1.1 The procurement policy and tender conditions may provide that –

- When inviting tenders for the provision of services or delivery of goods, potential contractors may submit tenders subject to a condition that consideration and evaluation thereof will necessitate the company applying to tender to obtain from the Municipality a certificate stating that all relevant Municipal accounts owing by the directors, owners or partners have been paid or that suitable agreements (which include the right to set off in the event of non-compliance) have been made for payment of any arrears.
- A Municipal account to mean any Municipal service charge, tax or other fees, fines and penalties, due in terms of a contract or approved tariff or rate, which is outstanding after the due date normally appearing on the consolidated account or overdue in terms of the contract or any other due date that has passed; and
- Tender conditions contain a condition allowing the Municipality to deduct moneys owing to the Municipality from contract payments in terms of a reasonable arrangement with the debtor.

CHAPTER 7: UNAUTHORISED SERVICES

7.1. Unauthorised Services

7.1.1 No person may gain access to Municipal services unless it is in terms of an agreement entered into with the Municipality or its authorised agent for the rendering of those services.

7.1.2 The Municipality or its authorised agent may, irrespective of any other action it may take against such person in terms of this policy by written notice order a person who is using an unauthorized service to –

- Apply for such services in terms of Chapter 3 Part 1;
- Undertake such work as may be necessary to ensure that the customer installation through which access was gained complies with the provisions of this or any other relevant policy.

7.2. Interference with infrastructure for the provision of Municipal Services

7.2.1 No person other than the Municipality or its authorised agent shall manage, operate or maintain infrastructure through which Municipal services are provided.

7.2.2 No person other than the Municipality or its authorised agent shall effect a connection to infrastructure through which Municipal services are provided.

7.3. Obstruction of access to infrastructure for the provision of Municipal Services

7.3.1 No person shall prevent or restrict physical access to infrastructure through which Municipal services are



provided.

7.3.2 If a person contravenes subsection (1), the Municipality or its authorised agent may –

- By written notice require such person to restore access at his / her own expense within a specified period; or
- If it is of the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person.

7.4 Illegal Reconnection

7.4.1 person who unlawfully and intentionally or negligently reconnects to services or unlawfully and intentionally or negligently interferes with infrastructure through which Municipal services are provided, after such customers access to Municipal services have been limited or disconnected, shall immediately be disconnected.

7.4.2 A person who reconnects to Municipal services in the circumstances referred to in subsection (1) shall be liable for the cost associated with any consumption, notwithstanding any other actions which may be taken against such a person.

7.5 Immediate Disconnection

7.5.1 The provision of Municipal services may immediately be disconnected if any person –

7.5.2 Unlawfully and intentionally or negligently interferes with infrastructure through which the Municipality or its authorised agent provides Municipal services;

7.5.3 Fails to provide information or provides false information reasonably requested by the Municipality or its authorised agent;

CHAPTER 8: OFFENCES

8.1. Offences

Any person who –

- Fails to give access required by the Municipality or its authorised agent in terms of this policy;
- Assists any person in providing false or fraudulent information or assists in wilfully concealing information;
- Uses, tampers or interferes with Municipal equipment, service supply equipment, reticulation network or consumption of services rendered;
- Fails or refuses to give the Municipality or its authorised agent such information as may reasonably be required for the purpose of exercising the powers or functions under this policy or gives such false or misleading information to the Municipality or its authorised agent, knowing it to be false or misleading;
- Contravenes or fails to comply with a provision of this policy;
- Fails to comply with the terms of a notice served upon him /her in terms of this policy;



8.1.8 Shall be guilty of an offence and liable upon conviction to a period not exceeding six months imprisonment or community service or a fine as determined by the council from time to time

CHAPTER 9: DOCUMENTATION

9.1.Signing of Notices and Documents

A notice or document issued by the Municipality in terms of this policy and signed by a staff member of the Municipality or its authorised agent shall be deemed to be duly issued and must on its mere production be accepted by a court of law as evidence of the fact.

9.2.Notices and Documents

9.2.1 A notice or document issued by the Municipality or its authorised agent in terms of this policy shall be deemed to be duly authorised if an authorised agent signs it (including electronical signature).

9.2.2 Any notice or other document that is served on an owner, customer or any other person in terms of this policy is regarded as having been served –

- If it has been delivered to that person personally;
- When it has been left at that person's place of residence, business or employment in the Republic with a person over the age of sixteen years;
- When it has been posted by registered or certified mail to that person's last known address or business address in the Republic and an acknowledgement of posting thereof from the postal service is obtained;
- If that person's address in the Republic is known, when it has been served on the person's agent or representative in the Republic in the manner provided in subsection (a) – (c); or
- If that person's address and agent or representative in the Republic is known, when it has been in a conspicuous place on the property or premises, if any, to which it relates.

9.2.3 When any notice or other document must be authorised or served on the owner, occupier or holder of any property it is sufficient if that person is described in the notice or other document as the owner, occupier or holder of the property or right in question, and is not necessarily the name of the person.

9.2.4 In the case where compliance with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice.

9.3.Authentication of Documents

Every order, notice or other document requiring authentication by the Municipality shall be sufficiently authenticated, if signed by the Municipal Manager or by a duly authorised officer of the Municipality or the authorised agent of the Municipality; such authority being conferred by resolution of the Municipality, written agreement or by a bylaw.



9.4. Prima Facie Evidence

In legal proceedings by or on behalf of the Municipality or its authorised agent, a certificate reflecting the amount due and payable to the Municipality or its authorised agent, under the hand of the Municipal Manager, or suitably qualified Municipal staff member authorised by the Municipal Manager or the manager of the Municipality's authorised agent, shall upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness.

CHAPTER 10: GENERAL PROVISIONS

10.1 Power of Entry and Inspection

The Municipality or its authorised agent may enter and inspect any premises for any purposes connected with the implementation or enforcement of this policy, at all reasonable times, after having given reasonable written notice to the occupier of the premises of the intention to do so.

10.2 Exemption

10.2.1 The Municipality may, in writing, exempt an owner, customer, or any other person or category of owner, customers, rate payers, users of services from complying with a provision of this policy, subject to any conditions it may impose, if it is of the opinion that application or operation of that provision would be unreasonable, provided that the Municipality or its authorised agent shall not grant exemption from any section of this policy that may result in –

- The wastage or excessive consumption of Municipal services;
- Significant negative effect on public health, safety or the environment;
- The non-payment for services;
- The Act or any regulations made in terms thereof, is not complied with.

10.2.2 The Municipality at any time after given written notice of at least 30 days withdraws any exemption given in terms of subsection (1).

CHAPTER 11: DEBT COLLECTION PROCEDURES

11.1 Electricity

11.1.1 Disconnection of Electricity would occur after the due date of the accounts should the account be in arrears or owing the current amount due.

11.1.2 Notice will be given to the customer notifying them that they have been disconnected for the reason mentioned above and the notice should also state that tampering or interfering with Municipal property is illegal.

11.1.3 Prepaid electricity meters or Municipal services may be disconnected should their refuse or rates accounts



be in arrears or not paid by the due date as these are services that the Municipality provides to the public.

11.2 Reconnection

11.2.1 Re-connection instructions are issued as soon as:

- a) The prescribed reconnection fee as well as the total amount owing is paid in full or as determined by the Chief Financial Officer.
- b) Proof of payment must be submitted to the credit control department of the municipality.
- c) Should the customer's account be in arrears and the full amount owing cannot be paid then the customer should be allowed to sign an Acknowledgement of Debt and this AOD should be monitored on a monthly basis to ensure that the customer keeps up with the arrear instalment signed for as well as current accounts due. The customer would be required to pay the reconnection fee and at least one instalment of the AOD before services are reconnected.

11.2.2 Re-connection action is not guaranteed to be effected on that same day.

11.2.3 Follow-up meter readings within one week are taken for all customers who fail to respond to the physical disconnection to ensure that the supply has, in fact, been disconnected and no payment received.

11.2.4 Where instances of illegal reconnection of supplies are detected by Mpofana Local Municipality, the supply is again disconnected by a more stringent method. Reconnection thereafter will only be effected if the relevant penalty tariff charges (tampering fee) / disconnection fees are paid and satisfactory arrangements have been made for the settlement of the outstanding arrears.

11.2.5 Further instances of tampering will result in the disconnection of the electricity supply and the removal of the relevant metering and connection equipment. Customers in such instances will then need to pay for the full costs of the new connection and all outstanding arrear charges before replacement of the equipment and the reconnection of the supply will be considered.

11.2.6 Electricity metering and connection equipment remain the property of the Municipality at all times and anyone involved in instances of tampering, damaging or theft thereof is committing a criminal offence and will be liable for a fine as stipulated by the Chief Financial Officer or prosecution and or civil claims/penalties by the Municipality.

11.3 DEBT COLLECTION

11.3.1 The CFO is authorised to institute mechanisms with the intention of proceeding until the debt is collected.

11.3.2 The following mechanisms may be used, but are not limited to, to collect outstanding monies owed to Council:

11.3.3 Disconnection / restriction of metered or prepaid services to any premises of a debtor for any overdue accounts of a debtor.

11.3.4 Blocking from buying prepayment services by debtors who are in arrears with rates and/or service charges or any other outstanding account.

11.3.5 Allocating a portion of any payment for prepayment services to arrear debt.

11.3.6 If a debtor's electricity supply has been disconnected for 3 or more consecutive times



- 11.3.7 within one year, Council has to install a prepayment supply at the cost of the debtor.
- 11.3.8 Deducting payments of grants-in-aid.
- 11.3.9 Deducting payments on contracts.
- 11.3.10 Any other method authorised by Legislation or Council from time to time.
- 11.3.11 The issuing of a final demand. The demand will be posted by ordinary post and will be deemed received 3 days after it had been posted. The issuing of a demand by way of e-mail will also be accepted as a proper demand sent in terms of this policy.
- 11.3.12 Legal process; - up to and including the attachment and sale of moveable property or sale of immovable property where, in cases of residential properties, the owner does not occupy the premises.
- 11.3.13 The transfer of outstanding debt on a closed account to the owners account. (Refer to section 118(3) of the Act).
- 11.3.14 The CFO has the delegated authority to determine the economic viability of all arrear accounts as well as the minimum outstanding arrears before these accounts are handed over to an attorney for collection.
- 11.3.15 The CFO must investigate ways and means of assisting customers before selling their immovable property.
- 11.3.16 The CFO may instruct the attorneys to proceed with the sale in execution in respect of all undeveloped properties, commercial properties and properties where the owner is not the consumer...
- 11.3.17 The Executive Committee must be furnished with all relevant details prior to the CFO instructing the attorneys to proceed with the sale in execution of all residential properties where the owner is also the consumer.
- 11.3.18 The collection of arrear accounts from Provincial or Government departments will be dealt with in accordance with the provisions of MFMA circular number 21 after a due diligence process followed by the Credit Control section to collect such arrears.

11.4 RESPONSIBILITY FOR AMOUNTS DUE AND PAYABLE

- 11.4.1 An amount due for municipal service fees, surcharge on fees, property rates and other municipal taxes, levies and duties is a charge upon the property in connection with which the amount owes and enjoys preference over any mortgage bond registered against the property.
- 11.4.2 Accordingly, all debts accrued in respect of the property shall be a charge upon the property, and shall be payable by the owner of such property.
- 11.4.3 Should a tenant or occupier other than the owner fail to pay for any account rendered in respect of services rendered to the property, such account will be payable by the owner.
- 11.4.4 Any person who purchases or otherwise acquires or leases immovable property from the Municipality shall be deemed to be the owner thereof from the date of such purchase or other acquisition by him or from the commencement of such lease, as the case may be and shall be held responsible for all debts accrued in respect of the property.
- 11.4.5 Where the property is owned by more than one person, each such person shall be liable jointly and severally for all Municipal debts charged on the property.

**11.5 BAD DEBT RESERVE AND WRITING OFF OF IRRECOVERABLE ACCOUNTS**

- 11.5.1 The valuation of provision for bad debts will be annually determined during the preparation of the Financial Statements by the Chief Financial Officer by adhering to the applicable IAS and GRAP standards.
- 11.5.2 See the debts write off policy for information relating to the processes to be followed for the write off of irrecoverable accounts.

11.6 Impairment of Debtors

- 11.6.1 Consumer debtors, long term receivables and other debtors are stated at cost less provision for bad debt. Provision for impairment is made on an individual basis or based on expected payment
- 11.6.2 In line with GRAP 104, an objective assessment of financial assets is performed at year end to determine possible impairment. Impairment loss is recognized as an expense in the Statement of Financial Performance.
- 11.6.3 GRAP 104.57 "An entity shall assess at the end of each reporting period whether there is any objective evidence that a financial asset or group of financial assets is impaired. If any such evidence exists, the entity shall apply paragraphs .61 to .63 (for financial assets carried at amortised cost) and paragraph .64 (for financial assets carried at cost) to determine the amount of any impairment loss. "

11.7 Incentives Afforded to Debtors

- 11.7.1 A debtor may enter into a written agreement with the Municipality to repay any outstanding and due amount to the Municipality under the following conditions:-
 - a) The outstanding balance, costs and any interest thereon shall be paid in regular and consecutive monthly instalments;
 - b) The current monthly amount must be paid in full; and
 - c) The written agreement has to be signed on behalf of the Municipality by a duly authorised officer.
- 11.7.2 In order to improve the current payment levels from consumers the Council of Mpofana Local Municipality may resolve to implement special incentives to address arrear debt.

11.8 CONSUMER DEBTORS EVALUATION

Debtors are evaluated at the end of reporting period and impaired as per the debt impairment policy.

11.9 LEASE AGREEMENTS

- 11.9.1 Any lease agreement concluded between Council and a lessee where the lessee is a close corporation or private company must include a Deed of Surety ship.
- 11.9.2 No lease agreement may be ceded if there is any arrear amount outstanding in terms of the lease agreement or in terms of the services account of the lessee on the lease property.

11.10 ESTATES WITHOUT FORMALISED LEGAL STATUS

- 11.10.1 In cases where the head of an indigent household has died without leaving a will/final testament indicating to whom ownership of the family residence is to be transferred in the event of his/her death OR the owner of the property has abandoned his/her indigent family to fend for him/herself:
- 11.10.2 The remaining indigent family of the deceased must report the situation to the Department of the CFO, who



will require the relevant documentation to be obtained by the family, i.e. 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 indigent family.

- 11.10.3 The Credit Control Section will then grant extension for the payment of the accumulated arrears subject to the credit control policy provisions.
- 11.10.4 As soon as the Magistrate has officially allocated ownership to a member of the indigent family, the documentation must be presented to the Department of the CFO's office, who will then change the name of the account to that of the new owner. A special note will be recorded on the property record that the registered owner is deceased.
- 11.10.5 The indigent family will be informed that the property may not be sold unless the property is firstly transferred to the heir of the estate.

11.11 NON-COMPLIANCE WITH POLICY

The non-compliance with any clause contained in this Credit Management Policy due to computer hardware or software failure will not be seen as a failure to comply with this policy.

11.12 SERVICE OF DOCUMENTS AND PROCESS

- 11.12.1 Any notice, including an account or final notice or other document that is served on/or sent to a person in terms of this policy, is regarded as having been served or received if:;
 - 11.12.2 When it has been delivered to that person personally.
 - 11.12.3 When it has been left at that person's place of residence or business in the Republic.
 - 11.12.4 When it has been posted by ordinary or registered or certified mail to that person's last known postal or residential or business address within the Republic.
 - 11.12.5 If that person's address in the Republic is unknown, when it has been served on/or sent to that person's agent or representative in the Republic in the manner provided by paragraphs (11.13.1), (11.13.2) or (11.13.3); or
 - 11.12.7 If that person's address and agent or representative in the Republic is unknown, when it has been posted in a conspicuous place on the property or premises, if any, to which it relates.
- 11.12.8 When any notice is sent via email or cell phone text message it is deemed served / received when the message has been sent and there exists an electronic record that such message was sent.
- 11.12.9 When any notice or other document must be authorised or served on/or sent to the owner, occupier or holder of any property or right in any property, it is sufficient if that person is described in the notice or other document as the owner, occupier or holder of the property or right in question, and it is not necessary to name that person.

11.13 PERFORMANCE MANAGEMENT

- 11.13.1 In terms of section 99 of the Act, Council's Executive Committee must oversee and monitor the implementation and enforcement of the municipality's credit control and debt collection policy and any by-



laws enacted in terms of section 98; and

- 11.13.2 At such intervals as may be determined by the Council, report to a meeting of the Council on the duties mentioned in the policy
- 11.13.3 The targets which will be used to determine the enforcement and/or effectiveness of Council's Credit Management Policy are therefore:-
 - a) Debtors Turnover rate.
 - b) The turnover rate is calculated by expressing outstanding debtors as a percentage (%) of the total levied income for the immediate preceding 12 months. The rate should ideally be below 20%.

11.13.4 Payment Rate

The payment rate is determined monthly by expressing the actual debtor's collections over the previous 12 months as a percentage (%) of the levied amount in respect of rates and services for the same period. The rate should ideally be above 75%.

11.14 CREDIT CONTROL AND DEBT COLLECTION: EMPLOYEE ACCOUNTS

- 11.14.1 Schedule 2, Section 10 of the Municipal Systems Act states that "A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from the staff member's salary after this period."
- 11.14.2 Employees of the Municipality shall be subject to disciplinary hearings, as per the Municipal Systems Act (No 32 of 2 000), Schedule 2 S10, if they are found to be in arrears.
- 11.14.3 In order to ensure timeous, assured payment of employee accounts, all employees residing within the Mooi River shall be subject to an automatic deduction instituted against their salaries.
- 11.14.4 If a staff member's current account is in credit, no refunds will be made.

11.15 CREDIT CONTROL AND DEBT COLLECTION: COUNCILOR ACCOUNTS

- 11.15.1 The Local Government Laws Amendment Act (No 51 of 2002) states that Municipal Councilor's may not be in arrears to the municipality for rates and services for a period longer than 3 months. In addition, in terms of the Municipal Finance Management Act (No 56 of 2003), S124 (b).
 - a) "The notes to the annual financial statements of a municipality must include particulars of any arrears owed by individual councillors to the municipality rates or services and which at any time during the relevant financial year were outstanding for more than 90 days, including the names of those councillors".
 - b) In order to ensure timeous, assured payment of councillor accounts, all councillors shall be subject to an automatic deduction instituted against their councillor allowance payments on a monthly basis.
 - i) No arrangements (AOD's) will be concluded with councillors.
 - ii) If a councillor's current account is in credit, no refunds will be made



11.16 COMMUNICATION

- 11.16.1 The municipality will at its own cost make the Credit Control and Debt Collection Policy available to the community. Any amendments may be communicated in a newsletter, municipal website, and public notice board from time to time.
- 11.16.2 Councillors must from time to time, address ward committees on the contents of the policy and any amendments thereto.

CHAPTER 12 CUSTOMER CARE

12.1 Objective

The main objective is to establish a relationship with customers and to highlight the quality standards to be adopted by the Council and identify and confirm principles and practices to deliver high quality services.

The Council is determined to move customers to cheaper access channels such as self-help and introduce access to service points. The use of the information Communication Technology (ICT) Services can improve effectiveness and efficiency by providing self-help options and create a joined-up and integrated workforce, where all employees have access to the same information reflecting a 'once council' approach.

12.2. Customer Queries

The customer queries will be handled as stated in part 5 of this policy.

12.3. Measuring success of customer care activities

12.3.1. Performance will be measured via continuous monitoring, benchmarking against similar organisations, and being subject to regular Performance Audits. Via its Customer Relations Unit, the municipality will develop methods of receiving customer feedback to determine levels of customer satisfaction in terms of standard of service received.

12.3.2. Methods for this purpose include:

- a) Regular customer satisfaction questionnaires and post-transaction telephone follow- up.
- b) A "mystery shopper"-type programme in which members of the public are asked to do business in different departments to evaluate and score services objectively.
- c) Annual focus group sessions, performed by the Customer Relations Unit, to determine possible gaps that may exist between customer perceptions of municipal service delivery and what the municipality thinks it is achieving.
- d) Actively publicising and advertising in municipal buildings a Customer Care Help Line and email address where customers can report good or poor service, or provide feedback and suggestions.



- e) Placing of 'feedback boxes' in strategic places to facilitate Customer Care-related feedback.

12.4. Performance Evaluation

12.4.1. Income Collection Targets

The Municipal Council will set income collection targets that will include reduction in the monthly increase of debt in line with the performance agreements for officials

12.4.2. Customer Service Targets

The Municipal Council will set targets that includes;

- Response time to solve customer queries
- Date of first account delivery to customers
- Reconnection lapse
- Meter reading cycle

12.4.3. Administrative Targets

The Municipal Council will set targets that includes;

- Cost efficiency debt collection
- Enforcement mechanisms ratio
- Query and appeal periods

12.4.4. Reporting to Mpofana Local Municipal Council

- The Chief Financial Officer shall report monthly to the Municipal Manager in a suitable format to enable the Municipal Manager to report to the Executive Mayor. This report shall report on:
- Cash collection statistics, showing high-level debt recovery information (numbers of customers, enquiries, default arrangements, growth or reduction of arrear debtors, ideally divided into wards/areas, business (commerce and industry) domestics, state, institutional and other such divisions.
- Performance of all areas against targets agreed in paragraph 8 of this policy document.
- The Executive Mayor must report on a quarterly basis to Council as envisaged by Section 99(c) of the Local Government Municipal Systems Act.
- If in the opinion of the Chief Financial Officer, Revenue staff 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 realizable income level.

12.5. Inconsistency with other council policy

In the event of any inconsistency between any provision of this policy, and another Council policy, this policy prevails.

12.6. Short title and commencement



This Policy will be known as the Credit Control and Debt Collection Policy of Mpofana Local Municipality and shall commence on the date of adoption thereof by the Municipal Council and remain valid until reviewed.

ACKNOWLEDGEMENT OF APPROVAL**RECOMMENDATIONS BY****REVENUE ACCOUNTANT**

Mrs: P. Khanyile

CHIEF FINANCIAL OFFICER**ACCEPTED BY THE ACCOUNTING OFFICER**

E.H. Dladla (DR)

APPROVED BY COUNCIL RESOLUTION

Mpofana Local Municipal Council

POLICY ADOPTION

This policy has been considered and approved by Council of Mpofana Local Municipality on 31 May 2025