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INHOUD

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WITZENBERG MUNICIPALITY	WITZENBERG MUNISIPALITEIT
<b>BY-LAW RELATING TO CREDIT CONTROL AND DEBT COLLECTION</b>	<b>VERORDENING INSAKE KREDIETBEHEER- EN SKULDINVORDERING</b>
<b>Purpose of By-law</b>	<b>Doel van Verordening</b>
To give effect to the implementation and enforcement of the credit control and debt collection policy adopted by the Witzenberg Municipality.	Om uitvoering te gee aan die implimentering en toepassing van die beleid van Witzenberg Munisipaliteit met betrekking to kredietbeheer en skuldinvordering.
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27. Short title and commencement
<b>DEFINITIONS</b>
1. In this by-law, words used in the masculine gender include the feminine, the singular includes the plural and vice versa, the Afrikaans text prevails in the event of an inconsistency between the different texts and unless the context otherwise indicates:—
“ <b>account</b> ” means a consolidation of separate accounts of a client who is liable for payments to the municipality and shall include levies or charges in respect of the following services:
(a) property rates,
(b) water,
(c) electricity,
(d) sewerage,
(e) refuse
(f) sewerage blockage,
(g) rental;
(h) interest/surcharge
(i) any other miscellaneous account rendered by the municipality.
“ <b>client</b> ” means any person to whom a service is rendered by the municipality;
“ <b>credit control and debt collection</b> ” means the functions relating to the collection of all money that is due and payable to the municipality;
“ <b>defaulter</b> ” means a person owing the municipality money in respect of taxes and/or other service charges for a period of more than thirty days from date of account;
“ <b>interest</b> ” constitutes a levy equal in legal priority to service levies and is calculated at a rate determined by the municipality on all amounts in arrears;
“ <b>municipality</b> ” means the Municipality of Witzenberg established in terms of Section 12 of the Municipal Structures Act, 117 of 1998, Provincial Notice 487 dated 22 September 2000 and includes any political structure, political office bearer, councillor, duly authorised agent thereof or any employee thereof acting in connection with this by-law by virtue of a power vested in the municipality and delegated or sub-delegated to such political structure, political office bearer, councillor, agent or employee;
“ <b>municipal manager</b> ” is the person appointed by the municipality in terms of Section 82 of the Municipal Structures Act, 1998 and includes any person:
(a) acting in such position; and
(b) to whom the municipal manager has delegated any power,

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27. Kort titel en inwerkingtrede
<b>WOORDOMSKRYWING</b>
1. In hierdie verordening sluit woorde wat die manlike geslag aandui, ook die vroulike geslag in, sluit die enkelvoud die meervoud in en omgekeerd, geniet die Afrikaanse teks voorrang in die geval van 'n teenstrydigheid tussen die verskillende tekste, en tensy dit uit die samehang anders blyk, beteken—
“ <b>bewoner</b> ” enige persoon wat enige perseel of deel daarvan okkupeer, sonder inagneming van die titel ingevolge waarvan hy die perseel okkupeer;
“ <b>eienaar</b> ” —
(a) die persoon in wie die perseel regtens gevestig is;
(b) in die geval waar die persoon in wie die perseel regtens gevestig is, insolvent of oorlede is, of aan enige vorm van wetlike diskwalifikasie onderhewig is, dié persoon in wie die administrasie of beheer van so 'n perseel gevestig is as kurator, trustee, eksekuteur, administrateur, geregtelike bestuurder, likwidateur of enige ander wetlike verteenwoordiger;
(c) in enige geval waar die munisipaliteit nie in staat is om die identiteit van so 'n persoon te bepaal nie, 'n persoon wat geregtig is om voordeel te trek uit sodanige perseel of enige gebou daarop;
(d) in die geval van 'n perseel waarvoor 'n huurooreenkoms van 30 jaar of langer aangegaan is, die huurder daarvan;
(e) met betrekking tot—
(i) 'n gedeelte grond afgebaken op 'n deeltiteplan en wat geregtig is ingevolge die Wet op Deeltitels 1986, (Wet No. 95 van 1986) en sonder om die ontwikkelaar of bestuursliggaam te beperk ten opsigte van die gemeenskaplike eiendom, of
(ii) 'n gedeelte soos gedefinieer in dié Wet, die persoon in wie se naam dié gedeelte geregtig is ingevolge 'n deeltitelakte, insluitende die wettige aangestelde verteenwoordiger van sodanige persoon;
(f) enige regspersoon insluitende, maar nie beperk tot:
(i) 'n maatskappy geregtig ingevolge die Wet op Maatskappye, 1973 (Wet No. 61 van 1973), 'n trust <i>inter vivos</i> , trust <i>mortis causa</i> , 'n beslote korporasie geregtig ingevolge die Wet op Beslote Korporasies, 1984 (Wet No. 69 van 1984), en 'n vrywillige assosiasie;
(ii) enige staatsdepartement;
(iii) enige raad of bestuursliggaam ingestel ingevolge enige wetgewing van toepassing in die Republiek van Suid-Afrika; en
(iv) enige ambassade of ander buitelandse entiteit;

function or responsibility in as far as it concerns the execution of those powers, functions or duties.

**“municipal service”** means a service that a municipality in terms of its powers and functions provides or may provide to or for the benefit of the local community irrespective of whether—

- (a) such a service is provided, or to be provided, by the municipality through an internal mechanism contemplated in section 76 of the Municipal Systems Act, 32/2000 or by engaging an external mechanism contemplated in section 76 of the said Act; and
- (b) fees, charges or tariffs are levied in respect of such a service or not;

**“occupier”** means any person who occupies any premises or part thereof, without regard to the title under which he or she occupies;

**“owner”** means—

- (a) the person in whom the legal title to the premises is vested;
- (b) in a case where the person in whom the legal title is vested is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the administration of 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 is unable to determine the identity of such person, a person who is entitled to the benefit of such premises or a building thereon;
- (d) in the case of premises for which a lease of 30 years or more 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), and without restricting the above the developer or the body corporate in respect of the common property, or (ii) a section as defined in such Act, the person in whose name such section is registered under a sectional title deed and includes the lawfully appointed agent of such a person;
- (f) any legal person including but not limited to:
  - (i) a company registered in terms of the Companies Act, 1973 (Act No. 61 of 1973), Trust *inter vivos*, Trust *mortis causa*, a Closed Corporation registered in terms of the Closed Corporations Act, 1984 (Act No. 69 of 1984), a Voluntary Association;
  - (ii) any Department of State;
  - (iii) any Council or Board established in terms of any legislation applicable to the Republic of South Africa;
  - (iv) any Embassy or other foreign entity;

**“premises”** means:

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

**“klien”** enige persoon aan wie 'n diens deur die munisipaliteit gelewer word;

**“kredietbeheer- en skuldinvordering”** enige funksie wat verband hou met die invordering van enige gelde wat verskuldig en betaalbaar is aan die munisipaliteit;

**“munisipale bestuurder”** die persoon wie as die munisipale bestuurder van die munisipaliteit aangestel ingevolge die bepalings van artikel 82 van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet 117 van 1998) en sluit enige persoon in:

- (a) wat in sodanige pos waarneem; en
- (b) aan wie die munisipale bestuurder enige magte, funksie of pligte delegeer het in soverre dit die uitvoering van daardie magte, funksie of pligte aangaan;

**“munisipale diens”** 'n diens wat deur 'n munisipaliteit ingevolge sy bevoegdhede en funksies voorsien word, of voorsien kan word, aan of tot voordeel van die plaaslike gemeenskap, ongeag of-

- (a) die diens voorsien word, of voorsien staan te word deur die munisipaliteit deur 'n interne meganisme beoog in artikel 76, of deur hom te begeef in 'n eksterne meganisme beoog in artikel 76; en
- (b) gelde, kostes of tariewe ten opsigte van die diens gehêf word aldan nie;

**“munisipaliteit”** die munisipaliteit van Witzenberg gestig in terme van Artikel 12 van die Munisipale Strukturewet, 117 van 1998, Provinsiale Kennisgewing 487 gedateer 22 September 2000 en sluit in enige politieke struktuur, politieke ampsbekleeder, raadslid, behoorlik gevolmagtigde agent daarvan of enige werknemer daarvan handelende ingevolge hierdie verordening uit hoofde van 'n bevoegdheid van die munisipaliteit wat gedelegeer of gesubdelegeer is aan gemelde politieke struktuur, politieke ampsbekleeder, raadslid, agent of werknemer;

**“perseel”**

- (a) enige grond waar munisipale dienste gelewer word;
- (b) ook enige gedeelte grond, waarvan die buitengrense afgebaken is op 'n algemene plan of diagram wat geregistreer is ingevolge die Opmetingswet, 1927 (Wet No. 9 van 1927) of die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937) of;
- (c) 'n deeltitelplan geregistreer ingevolge die Wet op Deeltitels, 1986 (Wet No. 95 van 1986), wat geleë is binne die regsgebied van die munisipaliteit.

**“rekening”** 'n konsolidasie van afsonderlike rekeninge van 'n klien wat vir betalings aan die munisipaliteit aanspreeklik is en sluit heffings vir die volgende dienste in:

- (a) Eiendomsbelasting
- (b) Water
- (c) Elektrisiteit
- (d) Riool
- (e) Vullis
- (f) Huur
- (g) Rioolverstopping
- (h) Rente/toeslag
- (i) Enige ander diverse rekening gelewer deur die munisipaliteit;

**“rente”** 'n heffing wat dieselfde reëlsprioriteit het as dienstegeelde en word bereken teen 'n koers reëls bepaal deur die munisipaliteit op alle bedrae wat agterstallig is;

- (c) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act 95 of 1986);

### Chapter I

#### GENERAL PROVISIONS

##### Signing of notices and documents

2. A notice or document issued by the municipality in terms of these by-laws and signed by a staff member of the municipality shall be deemed to be duly issued and must on its mere production be accepted by a court as evidence of that fact.

##### Authentication of documents

3. (1) Every order, notice or other document requiring authentication by the municipality shall be sufficiently authenticated, if signed by the municipal manager or by an authorised official of the municipality;
- (2) Delivery of a copy shall be deemed to be delivery of the original.

##### Full and final settlement of an amount

4. (1) The municipality may appropriate monies received in respect of any municipal services as it deems fit.
- (2) Where the exact amount due and payable to the municipality has not been paid in full, any lesser amount tendered to and accepted by the municipality, shall not be deemed to be in final settlement of such an amount.
- (3) The provisions of sub-section (1) above shall prevail notwithstanding the fact that such lesser payment was tendered and/or accepted in full settlement.
- (4) The municipality must consent to the acceptance of such a lesser amount in writing.

##### Interest charges and fines

5. The municipality may charge and recover interest and impose fines at rates and amounts fixed by it in respect of any arrears due and payable to it in terms of its approved policy relating to credit control and debt collection.

##### Prima facie evidence

6. In legal proceedings by the municipality, a certificate reflecting the amount due and payable to the municipality, under the hand of the municipal manager, shall upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness.

### Chapter II

#### POWERS OF MUNICIPALITY TO RECOVER COSTS

##### Dishonored payments

7. Where any payment made to the municipality by negotiable instrument is later dishonored by the bank, the municipality may levy costs and administration fees against the account of the client at the rate determined by it.

##### Legal- and collection fees

8. All legal and collection costs, including attorney and client costs incurred in the recovery of amounts in arrears shall be levied by the

“wanbeter” ’n persoon wie gelde verskuldig is aan die munisipaliteit vir ’n tydperk van meer as dertig dae vanaf die datum van ’n rekening vir munisipale dienste wat gelewer is;

### Hoofstuk I

#### ALGEMENE BEPALINGS

##### Ondertekening van kennisgewings en dokumente

2. ’n Kennisgewing of dokument uitgereik deur die munisipaliteit ingevolge hierdie verordening en wat onderteken is deur ’n behoorlik gemagtigde amptenaar van die munisipaliteit, word geag behoorlik uitgereik te wees en kan by die blote voorlegging daarvan deur die hof aanvaar word as getuienis van daardie feit.

##### Waarmerk van dokumente

3. (1) Enige bestelling, kennisgewing of ander dokument wat deur die munisipaliteit gewaarmerk moet word, word as voldoende gewaarmerk geag, indien dit onderteken is deur die munisipale bestuurder of ’n behoorlik gemagtigde beampte van die munisipaliteit.
- (2) Aflewering van ’n afskrif van sodanige dokument sal geag word die aflewering van die oorspronklike te wees.

##### Volledige en finale vereffening van ’n bedrag

4. (1) Die munisipaliteit kan enige gelde wat ontvang word ten opsigte van enige munisipale diens na sy of goeddunke toewys.
- (2) Indien die volle bedrag verskuldig en betaalbaar aan die munisipaliteit nie ten volle vereffen word nie en enige kleiner bedrag aangebied en aanvaar word deur die munisipaliteit, word dié bedrag nie geag ’n finale betaling van sodanige uitstaande gelde te wees nie.
- (3) Die bepaling van subartikel (1) sal geld nieteenstaande die feit dat sodanige mindere betaling aangebied was en/of aanvaar is as ten volle vereffening van enige skulde.
- (4) Die munisipaliteit moet skriftelik instem tot die aanvaarding van sodanige kleiner bedrag indien dit as volle en finale vereffening aanvaar word.

##### Rente- en boeteheffings

5. Die munisipaliteit kan rente en boetes hef en verhaal ten opsigte van enige agterstallige en verskuldigde bedrae wat aan hom betaalbaar is ooreenkomstig sy aanvaarde kredietbeheer- en skuldinvorderingsbeleid en teen ’n koers en bedrae wat deur die munisipaliteit bepaal word.

##### Prima facie getuienis

6. In regsgedinge wat deur die munisipaliteit ingestel word, kan ’n sertiikaat wat die bedrag verskuldig en betaalbaar aan die munisipaliteit reflekteer, en onderteken is deur die munisipale bestuurder, bloot deur die voorlegging daarvan deur enige hof aanvaar word as *prima facie* bewys dat dié bedrag verskuldig is.

### Hoofstuk II

#### BEVOEGDHEID VAN DIE MUNISIPALITEIT OM KOSTE TE VERHAAL

##### Gedishonoreerde betalings

7. Indien enige betaling aan die munisipaliteit by wyse van ’n verhandelbare instrument later deur ’n bank gedishonoreer word, kan die munisipaliteit koste- en administrasiefoeie op die rekening van die kliënt hef teen ’n koers wat deur die munisipaliteit bepaal word.

##### Regs- en invorderingskoste

8. Alle regs- en invorderingskoste, insluitende prokureurs- en kliëntekoste aangegaan om agterstallige skulde in te vorder, sal

municipality against the arrears account of the client.

#### Cost to remind debtors of arrears

9. Costs may be levied against the account of a client at a rate determined by the municipality in respect of any action taken in demanding payment from the client or reminding the client, by means of telephone, fax, e-mail, letter or otherwise, that payments are in arrear.

#### Chapter III

### SERVICE AGREEMENTS AND GENERAL TERMS AND CONDITIONS OF SUPPLY OF MUNICIPAL SERVICES

#### Service agreements

10. (1) Municipal services shall only be rendered to new clients if—
- application has been made and a service agreement in the format, or as near as possible thereto, prescribed by the municipality, has been entered into with such client; and
  - a deposit as well as any connection fees required, equal to an amount and in the format prescribed by the municipality, has been paid in full;
- (2) Any deposit may be paid in cash or per bank-guaranteed cheque.
11. Defaulters may be compelled to sign the latest service agreement, in the format, or as near as possible thereto, prescribed by the municipality, and to pay the applicable deposit in full before services are connected.
12. Where the applicant is not the owner of the premises, the applicant and the owner or his mandatory shall sign the service agreement.
13. (1) No client with an existing account which has been in arrears for longer than 30 days may enter into a second service agreement;
- (2) No minor child may enter into a service agreement with the municipality;
- (3) A service agreement must be completed in full before it will be considered.

#### Chapter IV

### METERING AND BILLING

#### Metering

14. (1) All measurable services must be metered unless the municipality has approved policy or an agreement to the contrary.
- (2) In the event of the municipality being unable to accurately measure a particular service to any client, due to difficulty in gaining access to any premises, meter, measuring device or service connection, or due to any meter, measuring device or service connection being defective, or for any reason whatsoever, the municipality may estimate the charges due as it considers fair.
- (3) If the client alleges that any meter, measuring device or service connection is defective or inaccurate, the municipality may arrange that such meter, measuring device or service connection be investigated and tested; provided that should it appear that such meter, measuring device or service connection is not defective or inaccurate by not more than 3%, the costs for such investigation or testing be recovered from the client who requested such investigation or testing.

deur die munisipaliteit gehef word op die agterstallige rekening van die kliënt.

#### Kostes aangegaan om kliënte aan te maan oor agterstallige gelde

9. Kostes mag gehef word op die rekening van 'n kliënt teen 'n koers wat die munisipaliteit bepaal ten opsigte van enige handeling aangegaan om betaling deur 'n kliënt te eis, of die kliënt aan te maan, by wyse van telefoon, faks, e-pos, brief of andersins, dat sy betalings agterstallig is.

#### Hoofstuk III

### DIENSOOREENKOMSTE EN ALGEMENE BEDINGE EN VOORWAARDES VIR DIE VOORSIENING VAN MUNISIPALE DIENSTE

#### Diensooreenkomste

10. (1) Munisipale dienste sal slegs aan nuwe kliënte verskaf word indien—
- aansoek gedoen is en 'n diensooreenkoms in 'n formaat, of so na as moontlik daaraan, as wat die munisipaliteit mag goedkeur, gesluit is tussen die kliënt en die munisipaliteit;
  - 'n deposito asook enige aansluitingsfooie wat vereis mag word, gelyk aan 'n bedrag en in die formaat wat die munisipaliteit bepaal, ten volle betaal is;
- (2) Enige deposito kan in die vorm van kontant of 'n bankgewaarborgde tjek betaal word.
11. Wanbetalers kan verplig word om die nuutste diensooreenkoms, in die formaat of so na as moontlik daaraan, soos deur die munisipaliteit bepaal word, te onderteken en die toepaslike deposito ten volle te betaal alvorens dienste aangesluit kan word.
12. Indien die aansoeker nie die eienaar van die perseel is nie, moet die aansoeker sowel as die eienaar, of sy gevolmagtigde, die ooreenkoms onderteken.
13. (1) Geen kliënt wie oor 'n bestaande rekening beskik wat langer as 30 dae uitstaande is, mag 'n tweede diensooreenkoms aangaan nie;
- (2) Geen minderjarige mag 'n diensooreenkoms met die munisipaliteit aangaan nie;
- (3) 'n Diensooreenkoms moet volledig voltooi wees alvorens dit oorweeg sal word.

#### Hoofstuk IV

### METING EN REKENINGLEWERING

#### Meting

14. (1) Alle meetbare dienste moet gemeet word, tensy die munisipaliteit 'n beleid of ooreenkoms goedkeur wat die teendeel bepaal.
- (2) Indien die munisipaliteit nie in staat is om 'n bepaalde diens aan enige kliënt akkuraat te meet nie as gevolg van probleme om toegang tot enige perseel, meter, meettoestel of diensaansluiting te kry of omdat enige meter, meettoestel of diensaansluiting foutief is, of om enige rede hoegenaamd, kan die munisipaliteit die koste raam soos wat hy billik ag.
- (3) Indien 'n kliënt beweer dat enige meter, meettoestel of diensverbinding foutief of onakkuraat is, kan die munisipaliteit reël dat sodanige meter, meettoestel of diensverbinding ondersoek en getoets word; met dien verstande dat, indien dit blyk dat sodanige meter, meettoestel of diensverbinding nie foutief is nie of nie meer as (3%) onakkuraat is nie, die koste verbonde aan die doen van sodanige ondersoek en toets betaal moet word deur die kliënt wat sodanige ondersoek en toets aangevra het.

**Accounts**

15. (1) It must be attempted to process monthly levies on or before the 20th of each month and accounts must be rendered to clients regularly;
- (2) Accounts must be consumer friendly and must reflect the minimum information as required by the municipality's approved credit control and debt collection policy;
- (3) Clients have the right to enquire about the accuracy of accounts. All enquiries must receive prompt and effective attention to ensure accuracy of the account and satisfaction of the client.
- (4) Non-receipt of accounts does not constitute a valid reason for non-payment thereof; enquiries about non-receipt of accounts must be attended to promptly to rectify the problem;
- (5) Duplicate accounts must be furnished by the municipality if requested to do so.
- (6) The municipality may, in respect of accounts rendered, take any steps contemplated in section 102 of the Municipal Systems Act, 32/2000 as amended.

**Chapter V****CREDIT CONTROL AND DEBT COLLECTION****Collection of arrears**

16. The following mechanisms may be applied by the municipality to ensure the effective collection of arrears:
- (a) notices to clients;
- (b) termination of electricity supply;
- (c) blocking of purchases for pre-paid meters;
- (d) termination or restriction of water supply;
- (e) handing over to debt collectors;
- (f) handing over to attorneys; and
- (g) any other mechanism approved by the municipality as part of its policy relating to credit control and debt collection.

**Arrangement for payment of accounts**

17. (1) If a client at any stage wishes to make arrangements for the payment of an account in installments, the following shall apply:
- (a) a client may at any stage enter only into one agreement with the municipality for payment in installments which agreement must be in writing in the format prescribed by the municipality;
- (b) a client must be offered the choice between an agreement for payment in installments, and an ancillary agreement; the latter is available only where the client makes use of a pre-paid meter;
- (c) the basis of payment for an ancillary agreement is 50/50, e.g. 50% for electricity at the time of purchase and 50% for payment of arrears at the time of purchase;
- (d) the current account must be regarded as priority; an affordable amount on the arrear account may be negotiated by the municipality;
- (e) if a client cannot honor an agreement entered into in terms of subsection (a), he may apply for extension

**Rekeninge**

15. (1) Daar moet gepoog word om maandelikse heffings op of voor die 20ste van elke maand te laat plaasvind en rekeninge moet op 'n gereelde grondslag aan kliënte gelewer word.
- (2) Rekeninge moet verbruikersvriendelik wees en moet die minimum inligting soos uiteengesit in die munisipaliteit se aanvaarde kredietbeheer- en skuldinvorderingsbeleid, weerspieël;
- (3) Kliënte het die reg om navraag te doen aangaande die korrektheid van die rekening gelewer. Alle navrae moet spoedige en effektiewelike aandag geniet om die korrektheid van die rekening en die tevredenheid van die kliënt te verseker.
- (4) Die nie-ontvangs van rekeninge verleen nie 'n geldige rede vir die nie-betaling van rekenings nie. Navraag aangaande enige nie-ontvangs van rekeninge moet spoedig opgevolg word om die probleem tydig reg te stel.
- (5) Duplikaat rekeninge moet op versoek deur die munisipaliteit beskikbaar gestel word.
- (6) Die munisipaliteit kan ten opsigte van rekeninge gelewer enige stappe neem soos voorsien in artikel 102(1) van die Munisipale Stelselwet, 32/2000 soos gewysig.

**Hoofstuk V****KREDIETBEHEER EN SKULDINVORDERING****Invordering van agterstallige gelde**

16. Die volgende meganismes kan deur die munisipaliteit aangewend word om agterstallige gelde effektief in te vorder—
- (a) kennisgewings aan kliënte;
- (b) staking van elektrisiteitstoever;
- (c) blokkering van aankope vir voorafbetaalde meters;
- (d) staking of afskaling van watertoever;
- (e) oorhandiging aan invorderaars;
- (f) oorhandiging aan prokureurs; en
- (g) enige ander meganismes wat deur die munisipaliteit as deel van sy kredietbeheer- en skuldinvorderingsbeleid aanvaar word.

**Afbetalingsreëlings**

17. (1) Indien 'n kliënt op enige stadium onderhandelinge vir afbetaling van 'n rekening wil aangaan, is die volgende van toepassing:
- (a) 'n Kliënt mag slegs een afbetalingsooreenkoms met die munisipaliteit op enige tydstip aangaan welke ooreenkoms skriftelik moet wees in die formaat deur die munisipaliteit voorgeskryf.
- (b) 'n Kliënt moet die keuse gebied word om tussen 'n afbetalingsooreenkoms of 'n aanvullingsooreenkoms te kies. Laasgenoemde keuse is slegs beskikbaar indien die kliënt oor 'n voorafbetaalde meter beskik.
- (c) Die aanvullingsooreenkoms se basis van betaling is 50/50, dit wil sê 50% elektrisiteit by aankope en 50% op die agterstallige rekening by aankope.
- (d) Die huidige rekening moet as prioriteit beskou word. 'n Bekostigbare bedrag op die agterstallige rekening kan deur die munisipaliteit onderhandel word.
- (e) Indien 'n kliënt 'n ooreenkoms ingevolge subartikel (a) aangaan en die kliënt kan dit nie nakom nie, mag die



before the due date, which extension may be granted provided that it does not go beyond the day on which the levying of current accounts is processed.

#### Power to restrict or disconnect supply of services

18. (1) The municipality may disconnect or restrict the supply of services to any premises if the client—
- whether or not a service agreement has been entered into, has not paid his current account on the due date, and has not made acceptable arrangements for the payment thereof in installments. It can be done by means of disconnection or restriction of water- and/or electricity supply and/or to block the purchase of electricity.
  - impedes or in any way interfere with the effective supply of water, electricity or any other service to another client;
  - causes a situation which in the opinion of the municipality is dangerous, or a contravention of any other legislation;
- (2) The disconnection or restriction of services in terms of section (1)(a) shall only be restored if—
- the current account is paid in full;
  - all arrears are paid, or acceptable arrangements have been made for payment thereof in installments; and
  - the fee for re-connection has been paid in full.

#### Unauthorised use

19. (1) If it appears that any service has been used without the prior permission of the municipality, or that any of the municipality's property or equipment utilised for the supply or measurement of services has been stolen or damaged, the municipality shall investigate the matter and institute criminal charges where deemed necessary.
- (2) Where the investigation confirms the unauthorised use of service, the supply of water and electricity to such premises must be disconnected immediately.
- (3) A fine as determined by the municipality, may be imposed on a client against whom action is taken in terms of sub-sections (1) and (2); the client shall also be responsible for payment of re-connection fees plus costs for replacement of measuring equipment if necessary, and/or the costs of equipment for disconnection of water supply, as well as any loss that can be determined for unauthorised use of services.
- (4) In the event of criminal charges, the supply of services shall not be restored unless the criminal case against the client has been disposed of, or any sentence imposed has been served.
- (5) Where a fine has been paid in terms of sub-section (3) or a sentence in terms of sub-section (4) has been served, the supply of services must be restored as soon as possible.

#### Agreements with employers

20. The municipality may enter into an agreement with any employer body to deduct outstanding monies due to the municipality for services rendered, or to settle the municipality's regular monthly accounts through deductions, from the salaries or wages of its employees.

#### Irrecoverable debt

21. (1) The municipal manager can write off debt as irrecoverable if—

klënt voor die betaaldatum vir uitstel aansoek doen welke uitstel verleen kan word mits dit nie strek tot na die dag waarop die lopende maand se diensteheffings geïmponeer word nie.

#### Bevoegdheid om voorsiening van dienste te staak of te beperk

18. (1) Die munisipaliteit mag die voorsiening van water en/of elektrisiteit aan enige perseel staak of beperk indien 'n kliënt—
- hetsy 'n diensooreenkoms aangegaan is of nie, se huidige rekening nie op die betaaldatum vereffen is nie en hy nie aanvaarbare afbetalingsreëlings getref het nie. Dit kan by wyse van die staking of beperking van water- en/of elektrisiteitstoever en/of blokkering van elektrisiteit aankope gedoen word.
  - Die doeltreffende voorsiening van water, elektrisiteit of enige ander diens aan 'n ander kliënt belemmer of op enige wyse met sodanige dienslewering inmeng.
  - 'n Situatie veroorsaak wat na die mening van die munisipaliteit gevaarlik is of 'n oortreding van enige wetgewing uitmaak.
- (2) Die staking of beperking van dienste ingevolge subartikel (1)(a) sal slegs herstel word indien—
- die huidige rekening ten volle betaal is;
  - alle agterstallige bedrae betaal is, of aanvaarbare afbetalingreëlings daarvoor getref is; en
  - die heraansluitingsfooi ten volle betaal is.

#### Ongemagtigde verbruik

19. (1) Indien dit blyk dat enige diens sonder die munisipaliteit se voorafgoedkeuring gebruik of verbruik is, of dat enige van die munisipaliteit se eiendom of toerusting wat by die verskaffing of meet van dienste gebruik word, gesteel of beskadig is, moet die munisipaliteit die aangeleentheid ondersoek en kan hy strafregtelike klagtes indien waar gepas geag word.
- (2) Indien die ondersoek bevind dat 'n kliënt wel dienste ongemagtig verbruik het, moet die elektrisiteit- en watertoever aan sodanige perseel onmiddellik gestaak word.
- (3) 'n Kliënt teen wie ingevolge subartikels (1) en (2) opgetree word, kan 'n boete opgelê word soos van tyd tot tyd deur die munisipaliteit vasgestel; die kliënt sal ook verantwoordelik wees vir die betaling van heraansluitingsfooi, plus die vervangingskoste van die meettoerusting indien nodig, en/of 'n waterafsluitingsapparaat se koste, asook enige verlies wat as gevolg van die ongemagtigde verbruik bepaal kan word.
- (4) In geval van strafregtelike klagtes, sal geen dienste herstel word alvorens die kriminele saak teen die kliënt nie afgehandel is nie en enige opgelegde vonnis nie uitgedien is nie.
- (5) Indien 'n boete ingevolge subartikel (3) betaal is of 'n vonnis ingevolge subartikel (4) uitgedien is, moet die dienste so spoedig moontlik herstel word.

#### Ooreenkomste met werkgewers

20. Die munisipaliteit kan 'n ooreenkoms met enige werkgewer aangaan om uitstaande gelde wat aan hom verskuldig is vir dienste gelewer af te trek of om die munisipaliteit se gereelde maandelikse rekening te vereffen deur aftrekkings van die salarisse of lone van sy werknemers.

#### Oninbare skuld

21. (1) Die munisipale bestuurder kan skuld as oninbaar afskryf indien—

- (a) the amount in arrears is less than R100,00 and has been outstanding for more than 12 months;
  - (b) the costs for collection thereof exceeds the potential income;
  - (c) the legal representatives of the municipality are of the opinion that debt is irrecoverable and recommend accordingly;
  - (d) the client cannot be traced.
- (2) Debt that has been identified as irrecoverable must not be handed over to collection agents but must be certified as such and written off.

#### Prescribed reporting

22. The following information must be reported to the Executive Mayoral Committee on a monthly basis—
- (a) an age analysis of all outstanding debtors, classified per service;
  - (b) the turnover rate of debtors, expressed as total outstanding debtors against the expected income for that specific financial year;
  - (c) increase or decrease in total debtors per age category against figures for the preceding month;
  - (d) amount of all collection actions taken during the month;
  - (e) actions taken by collection agents and attorneys;
  - (f) date on which accounts were levied;
  - (g) date on which accounts were posted.

#### Disputes

23. (1) Any client has the right to query or place in dispute any account or metered consumption, the correctness of measuring equipment, or a decision of any of the staff responsible for credit control and debt collection regarding the application of any of the measurements contained in municipality's policy relating to credit control and debt collection;
- (2) Such dispute must be lodged in writing with reasons for the dispute;
- (3) The written dispute must be submitted to the municipal manager within 48 hours from receipt for his investigation and directive;
- (4) The municipal manager's findings and directive must be submitted to the client in writing within seven days from receipt of the dispute;
- (5) Notwithstanding the submission of a dispute, the client must proceed with regular minimum payments based on his average account for the three months prior to submission of the dispute. Where an average cannot be determined, the average of adjacent households will be determined and applied;
- (6) Where an account is partly placed in dispute, the part in dispute must be removed from the client's account and the remainder be paid in full. The provisions of sub-section (5) with regard to the determination and payment of averages also apply to a dispute in terms of this section in respect of the undisputed part of the account.

#### Appeals

24. (1) A person whose rights are affected by a decision taken by a

- (a) die bedrag verskuldig minder is as R100,00 en vir langer as 12 maande uitstaande is;
  - (b) die kostes vir invordering daarvan die potensiele inkomste oorskry;
  - (c) die munisipaliteit se regsverteenwoordigers van mening is dat die skuld nie invorderbaar is nie en dienooreenkomstig aanbeveel;
  - (d) die kliënt nie opgespoor kan word nie.
- (2) Skuld wat reeds as oninbaar geïdentifiseer is moet nie oorhandig word aan invorderingsagente nie, maar moet as oninbaar gesertifiseer en afgeskryf word.

#### Voorgeskrewe verslagdoening

22. Die volgende inligting moet op 'n maandelikse grondslag aan die Uitvoerende Burgemeesterskomitee gerapporteer word:
- (a) Ouderdomsanalise van die totale uitstaande debiteure, per diens geklassifiseer.
  - (b) Die omsetkoers van die debiteure (uitgedruk as totale uitstaande debiteure teenoor die begrote inkomste vir daardie betrokke boekjaar.)
  - (c) Styging of afname in totale debiteure per ouderdomskategorie teenoor die vorige maand se syfers.
  - (d) Aantal van alle invorderingsaksies gedurende die maand geloods.
  - (e) Invorderaars en prokureurs se aksies geloods.
  - (f) Datum waarop die rekeninge gehef is.
  - (g) Datum waarop die rekeninge gepos is.

#### Dispute

23. (1) Enige kliënt het die reg om 'n rekening, gemeterde verbruik, die korrektheid van 'n meettoestel of 'n besluit van enige van die personeel belas met kredietbeheer en skuldinvordering ten opsigte van die toepassing van enige maatreef soos vervat in die beleid met betrekking tot kredietbeheer en skuldinvordering te bevraagteken en in dispuut te plaas;
- (2) Sodanige dispuut moet deur die kliënt op skrif gestel word met uiteensetting van die redes vir die dispuut;
- (3) Die geskrewe dispuut moet binne 48 uur na ontvangs daarvan aan die munisipale bestuurder voorgelê word vir ondersoek en beslissing;
- (4) Die munisipale bestuurder se bevindinge en beslissing moet binne sewe dae na ontvangs deur hom skriftelik aan die kliënt voorgeleë word;
- (5) Nieteenstaande die indiening van 'n dispuut, moet die kliënt voortgaan om gereelde minimum betalings te maak wat gebaseer sal wees op sy gemiddelde rekening vir die voorafgaande drie maande voor die dispuut ontstaan het. Indien sodanige vasstelling om welke rede ookal nie moontlik is nie, sal die gemiddelde gebruik van omliggende huishoudings bepaal en toegepas word;
- (6) Indien 'n gedeelte van 'n rekening in dispuut geplaas word, moet daardie gedeelte van die kliënt se rekening verwyder word en die oorblywende gedeelte van die rekening ten volle deur die kliënt vereffen word. Die bepalinge van subartikel (5) met betrekking tot die vasstelling en betaling van gemiddeldes geld ook in geval van 'n dispuut in terme van hierdie subartikel ten opsigte van die gedeelte van die rekening wat nie in dispuut geplaas word nie.

#### Appelle

24. (1) 'n Persoon wie se regte geraak word deur 'n besluit wat deur

political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority to the political structure, political office bearer, councillor or staff member, may appeal against that decision by giving written notice of the appeal and reasons to the municipal manager within 21 days of the date of the notification of the decision.

- (2) The municipal manager must promptly submit the appeal to the appropriate appeal authority mentioned in subsection (4).
- (3) The appeal authority must consider the appeal, and confirm, vary or revoke the decision, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- (4) When the appeal is against a decision taken by—
  - (a) a staff member other than the municipal manager, the municipal manager is the appeal authority;
  - (b) the municipal manager, the executive committee or executive mayor is the appeal authority, or, if the municipality does not have an executive committee or executive mayor, the council of the municipality is the appeal authority; or
  - (c) a political structure or political office bearer, or a councillor
    - (i) the municipal council is the appeal authority where the council comprises less than 15 councillors; or
    - (ii) a committee of councillors who were not involved in the decision and appointed by the municipal council for this purpose is the appeal authority where the council comprises more than 14 councillors.
- (5) An appeal authority must commence with an appeal within six weeks and decide the appeal within a reasonable period.
- (6) The provisions of section 23(5) and (6) are also applicable in the case of an appeal in terms of this section.

#### Chapter VI

#### INDIGENT AND POOR HOUSEHOLDS

##### Qualification and applications

25. (1) Indigent clients who qualify for assistance in terms of the municipality's policy relating to indigent support, must apply in writing on the application form provided by the municipality for that purpose.
- (2) The conditions of support to indigent clients as determined by the municipality must be attached to the application form contemplated in sub-section (1) and shall be applicable to all clients qualifying for such support.
- (3) An authorized official of the municipality must countersign the application form and declare that the implications of the declaration made by the applicant has been explained to him and that the applicant indicated that—
  - (a) he understands the contents of the declaration; and
  - (b) if it be found that he made a false declaration, he shall automatically be disqualified from receiving indigent support and be held responsible for immediate repayment of any support already received as well as that the municipality may institute legal action against him if deemed necessary.

'n politieke struktuur, politieke ampsbekleër, raadslid of personeëlid geneem is ingevolge 'n bevoegdheid of plig wat deur 'n delegerende owerheid gedelegeer of gesubdelegeer is aan die politieke struktuur, politieke ampsbekleër, raadslid of personeëlid, kan teen daardie besluit appelleer deur binne 21 dae na die datum van verwittiging van die besluit, skriftelike kennis van die appèl en redes aan die munisipale bestuurder te gee.

- (2) Die munisipale bestuurder moet die appèl spoedig aan die tersaaklike appèl owerheid bedoel in subartikel (4) voorleë.
- (3) Die appèl owerheid moet die appèl oorweeg, en die besluit bevestig, verander of herroep, maar geen sodanige verandering of herroeping van 'n besluit mag afbreuk doen aan enige regte wat as gevolg van die besluit ontstaan het nie.
- (4) Waar dit 'n appèl is teen 'n besluit geneem deur—
  - (a) 'n personeëlid anders dan die munisipale bestuurder, is die munisipale bestuurder die appèl owerheid;
  - (b) die munisipale bestuurder, is die uitvoerende komitee of uitvoerende burgemeester die appèl owerheid, of, indien die munisipaliteit nie 'n uitvoerende komitee of uitvoerende burgemeester het nie, is die raad van die munisipaliteit die appèl owerheid; of
  - (c) 'n politieke struktuur of 'n politieke ampsbekleër, of 'n raadslid—
    - (i) is die munisipale raad die appèl owerheid waar die raad uit minder as 15 raadslede bestaan; of
    - (ii) is 'n komitee van raadslede wat nie betrokke was by die besluit nie en wat deur die munisipale raad vir dié doel aangestel is die appèl owerheid waar die raad uit meer as 14 raadslede bestaan.
- (5) 'n Appèl owerheid moet binne ses weke met 'n appèl begin en die appèl binne 'n redelike tyd beslis.
- (6) Die bepalinge van artikel 23(5) en (6) geld ook in die geval van 'n appèl in terme van hierdie artikel.

#### Hoofstuk VI

#### DEERNIS EN ARM HUISHOUDINGS

##### Kwalifikasies en aansoeke

25. (1) Behoeftige kliënte wie kwalifiseer vir ondersteuning ingevolge die munisipaliteit se beleid ten opsigte van deernisondersteuning, moet skriftelik aansoek doen op die aansoekvorm wat vir dié doel deur die munisipaliteit beskikbaar gestel word.
- (2) Die voorwaardes vir ondersteuning aan behoeftige kliënte soos van tyd tot tyd deur die munisipaliteit bepaal, moet geheg word aan die aansoekvorm bedoel in subartikel (1) en sal van toepassing wees op alle kliënte wat kwalifiseer vir sodanige ondersteuning.
- (3) 'n Gemagtigde amptenaar van die munisipaliteit moet die betrokke aansoek mede-onderteken en verklaar dat die implikasies van die verklaring wat deur die aansoeker gemaak is, behoorlik aan hom verduidelik is en dat hy aangetoon het dat:
  - (a) hy die inhoud van die verklaring verstaan; en
  - (b) indien daar gevind word dat die verklaring onwaar is, hy outomaties gediskwalifiseer sal word vir ontvangs van deernisondersteuning en verantwoordelik sal wees vir die onmiddellike terugbetaling van enige ondersteuning wat ontvang is asook dat strafregtelike vervolgings teen hom ingestel mag word indien die munisipaliteit dit nodig ag.

- (4) The municipality shall on a casual but regular basis undertake on site audits to verify information furnished by applicants on application forms. The said verification must be undertaken by municipal officials or duly appointed agents who will visit the property occupied by clients who receive indigent support or who are in the process of applying therefore. Relevant information received must be recorded in writing.

#### Chapter VII

#### OFFENCES

##### Offences and penalties

26. Any person who:

- (a) fails to give access required by an officer or duly appointed agent in terms of these by-laws;
- (b) obstructs or hinders an officer or duly appointed agent in the exercising of the powers or performance of functions or duties under these by-laws;
- (c) tampers or interferes with municipal equipment or misuse the services as supplied;
- (d) tampers or breaks any seal on a meter or on any equipment belonging to the municipality, or for any reason causes a meter not to properly register the service used;
- (e) fails or refuses to give an officer or duly appointed agent such information as may reasonably be required for the purpose of exercising the powers or functions under these by-laws or gives such an officer or agent false or misleading information, knowing it to be false or misleading;
- (f) contravenes or fails to comply with a provision of these by-laws;
- (g) fails to comply with the terms of a notice served upon him/her in terms of these by-laws;

shall be guilty of an offence and liable upon conviction to a penalty not exceeding

- (i) a fine or imprisonment, or either such fine or imprisonment or to both such fine and such imprisonment and,
- (ii) in the case of a continuing offence, to an additional fine or an additional period of imprisonment or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day on which such offence is continued and,
- (iii) a further amount equal to any costs and expenses found by the court to have been incurred by the municipality as result of such contravention or failure.

#### Chapter VIII

#### SHORT TITLE AND COMMENCEMENT

27. This by-law shall be known as the Credit Control and Debt Collection By-Law and shall come into operation on the date of publication thereof in the Provincial Gazette.

- (4) Die munisipaliteit sal op 'n toevallige, maar gereelde basis *in situ* oudits uitvoer om die inligting wat deur die aansoekers op die aansoekvorms aangebring is, te verifieer. Gemelde verifiëring moet gedoen word deur munisipale amptenare of behoorlik aangestelde agente wat die eiendom sal besoek wat geokkupeer word deur die kliënt wat deernisondersteuning ontvang of in die proses is om daarvoor aansoek te doen. Relevante inligting ingewin moet skriftelik ingedien word.

#### Hoofstuk VII

#### OORTREDINGS

##### Misdrywe en Strawwe

26. Enige persoon wat:

- (a) versuim of weier om toegang tot 'n perseel te verleen, soos verlang deur 'n gemagtigde amptenaar of behoorlike aangestelde agent in terme van hierdie verordening;
- (b) 'n amptenaar van die munisipaliteit of 'n behoorlik aangestelde agent, belemmer of verhinder om sy bevoegdhede, funksies of pligte onder hierdie verordening uit te voer;
- (c) inmeng met of peuter aan munisipale toerusting of onregmatig dienste gebruik wat voorsien word;
- (d) peuter aan enige seël van 'n meter of enige toerusting wat aan die munisipaliteit behoort, dit breek, of op enige wyse veroorsaak dat 'n meter nie behoorlik die dienste wat gebruik word, registreer nie;
- (e) weier of nalaat om 'n amptenaar of behoorlik aangestelde amptenaar van die munisipaliteit sodanige inligting te voorsien as wat redelik benodig word vir die doeleindes van die uitoefening van bevoegdhede of funksies ingevolge hierdie verordening, of wat vals inligting aan sodanige amptenaar of agent voorsien, wetende dat die inligting vals of misleidend is;
- (f) nalaat om te voldoen aan 'n bepaling van hierdie verordening, of dit verbreek;
- (g) versuim om te voldoen aan die bepalings van 'n kennisgewing wat op hom bestel word ingevolge die bepalings van hierdie verordening;

is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met—

- (i) 'n boete of gevangenisstraf, of óf sodanige boete of sodanige gevangenisstraf of beide sodanige boete en sodanige gevangenisstraf;
- (ii) in die geval van 'n voortdurende misdryf, met 'n addisionele boete, of 'n addisionele tydperk van gevangenisstraf of óf sodanige addisionele boete of sodanige addisionele gevangenisstraf, of beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur, en
- (iii) 'n verdere bedrag gelyk aan enige koste en uitgawes wat na bevinding van die hof deur die munisipaliteit aangegaan is as gevolg van sodanige oortreding of versuim.

#### Hoofstuk VIII

#### KORT TITEL EN INWERKINGSTREDE

27. Hierdie verordening heet die Kredietbeheer en Skuldinvoeringsverordening en tree in werking op die datum van publikasie daarvan in die Provinsiale Koerant.