

Posbus 20
 HERMANUS
 7200
 Tel: 028 313 8000
 Faks: 028 313 8048

OVERSTRAND MUNICIPALITY

P O Box 20
 HERMANUS
 7200
 Tel: 028 313 8000
 Fax: 028 313 8048

Application and Agreement for Municipal Services

(Application for the supply of services must be submitted at least 30 days prior to date required)

A. DETAILS OF THE PROPERTY WHERE SERVICES ARE REQUIRED:

Erf No:	<input type="text"/>	Suburb/Ward	<input type="text"/>	Account Number:	<input type="text"/>
Site Address:	<input type="text"/>				
Date from when service is required			Indicate Owner or Tenant		
Water:	<input type="checkbox"/>	Electricity:	<input type="checkbox"/>	Sewerage:	<input type="checkbox"/>
				Refuse:	<input type="checkbox"/>

B. DETAILS OF THE APPLICANT: (Complete i or ii)

i) Private Person: (Individual ie Owner or Tenant)

Surname:		Title:	
Initials:	First name:		
Nationality:	ID/Passport No.:		
Are You	Solvent	Insolvent	
Tel Home:	Tel No Work:	Cell No:	
Fax No:	E-Mail Address:		
Language: <i>Eng/Afr/Xhosa</i>	<input type="checkbox"/> E	<input type="checkbox"/> A	<input type="checkbox"/> X
Postal Address:		Postal Code:	
Permanent Residential Address			
Employer:		Employer Tel:	
If Self employed name / type of business:			
Preferred method to receive accounts: <i>Email/Mail</i>			
Marital Status:	<input type="checkbox"/> Married	<input type="checkbox"/> Single	<input type="checkbox"/> Other
Marriage Status:	<input type="checkbox"/> Ante-Nuptial Contract	<input type="checkbox"/> Community of Property	<input type="checkbox"/> Other:
Full Names of Spouse			
ID/Passport No of Spouse			
Next-of-kin's name:			
Next-of-kin's Address:		Relationship	
Postal Code:		Next-of-kin's Tel/Cell No:	

Copy of ID document/passport of applicant and spouse or partner must accompany this application

ii) Legal Entities: (Businesses, CC, Trusts, Companies etc)

Registered name:			
Registration No.:		Vat Reg no:	
Type of Legal Entity: <i>Public Co./Private Co./Close Corporation/Partnership/Trust/Other</i>			
Trading as:			
Registered Postal Address:			
		Postal Code	
Tel No.:	Fax No:	Cell No:	
E-Mail Address:			
<i>Details of Managing Director/Main Member/Trustee/Partner:</i>			
Surname:		Title:	
Initials:	First name:		
Nationality:	ID/Passport No.:		
Tel No.:	Cell No:	Fax No:	
E-Mail Address:			

i. Copy of ID document/passport of Managing Director, main member, trustee or partner must be attached

ii. Copy of Company registration certificate

OFFICE USE ONLY

Deposit:		Receipt:		Date:	
Reconnection Fees:		Receipt:		Date:	

Cashier Signature

Date

New Account Nr: Old Account Nr:

Date	
Suburb	
Erf Number	
Subdivision	
Subsection	

	FINAL READING	NEW READING	DATE
WATER			
ELECTRICITY			

Maintenance Complete by : _____ Date: _____

C. DETAILS OF THE OWNER OF THE PROPERTY:

Surname/Registered Name of Co/CC/Trust/Partnership:			
Title:	Initials:	First Name:	
ID/Passport No/Registration No:			
Postal Address:			Postal Code:
Tel. No:	Fax No:	E-mail Address:	

If the applicant is a tenant, a letter in which the owner grants permission that a service(s) may be provided for the tenants account must be submitted. The owner’s full names, postal and physical address as well as contact phone numbers must be included in the letter. A copy of the owners ID document must also be submitted.

I the undersigned hereby certify that:

- the information supplied in this application is correct,
- I/We have the authority to sign this application,
- I/We have read, understand and agree to the conditions set out in this application,
- I/We understand that this application and the conditions thereof will constitute an agreement between me/us and the Overstrand Municipality.
- I/We, the undersigned, do hereby apply for a electricity connection from the Municipal Supply to the above mentioned plot in terms of the Standard Electricity Supply By-Law of 19 December 2008 Provincial Gazette 6589, Overstrand Credit Policy, SANS 10142-1, NRS 047& NRS048. **(Please note that a fee will be charged if the service is cancelled)**

Signature Applicant

Date

D. If the applicant is a closed corporation, partnership or private company eg a Trust (not a private individual, sole proprietor, public company or an organ of state), the following section must be completed.

I/We the undersigned,

1 Name:		ID Number:	
2 Name:		ID Number:	

do hereby bind my/ourselves as surety and co-principal debtor, for the due and punctual payment of all amounts and sums of money which may now or in future be or become due, and for the fulfilment of all the obligations which may now or in future become due by:

_____ (Principal debtor) hereinafter referred to as the PRINCIPAL DEBTOR, unto and in favour of OVERSTRAND MUNICIPALITY.

I/We acknowledge and understand that as surety and co-principal debtor, I/we waive and renounce all benefits to which I/we may be entitled, arising from the legal exceptions, including, but not limited to:

- (i) Exclusion – the right to require Overstrand Municipality to first proceed against the PRINCIPAL DEBTOR for payment of any debt owing before proceeding against the surety;
- (ii) Cession of action – the right to require Overstrand Municipality to give cession of the action for payment of the debts to the surety before any action against the surety may be taken;
- (iii) The benefit of simultaneous citation and division of the debt – the right of the co-surety to be liable only for his pro-rata share of the principal debt;

Copy of ID document/passport of applicants must accompany this application

Signature 1

Signature 2

Witness

Witness

E INDIGENT QUALIFICATION

Gross Household Income:	R0.00 – R1 200.00	R1 201.00 – R2 000.00	+ R2 001.00
Number of persons in household			

The municipal services, for which the Applicant(s) applies, will be supplied by the Overstrand Municipality on the following terms and conditions:

- 1) This application, when signed, will constitute an agreement between the applicant(s), hereinafter called the CUSTOMER, and the Overstrand Municipality hereinafter called the MUNICIPALITY.
- 2) This agreement is subject to relevant legislation, regulations, policies and other resolutions of the MUNICIPALITY.
- 3) The MUNICIPALITY will from time to time determine fees, tariffs, surcharges and rates for supplying services.
- 4) Accounts, for the supply of services, are payable on or before the due date indicated on the account. The use of customer agents in the transmission of payments to the municipality is at the risk of the customer – also the time lapse for transfer of the payment.
- 5) If any portion of the account rendered for any service is outstanding after the due date indicated on the account, the supply of services to the property may be restricted and/or discontinued by the MUNICIPALITY. Customer will be responsible for the payment of all costs for connection.
- 6) Payment of an account may not be deferred pending settlement of a dispute.
- 7) It is the responsibility of the CUSTOMER to inform the MUNICIPALITY in writing of any change of the postal address/email address/telephone number of the CUSTOMER.
- 8) If the CUSTOMER is not the owner of the property, the CUSTOMER hereby grants the MUNICIPALITY permission to inform the owner of the property, or his/her/their agent, on written request, when the CUSTOMER is in arrear with the payment of the account for the supply of services to the property.
- 9) The services to the property are supplied with the written permission of the owner of the property. If the owner of the property withdraws his/her/their permission at any time in writing, the supply of services to the property will be discontinued or restricted by the MUNICIPALITY.
- 10) For all purposes arising from this agreement the CUSTOMER and their surety(ies) (if any) hereby choose the physical address of the property as domicilium citandi et executandi.
- 11) Both parties to this agreement consent to the jurisdiction of Magistrate's Court irrespective thereof that the amount in dispute or the nature of the relief sought may exceed the jurisdiction of the Magistrate's Court. Nothing contained herein shall invalidate the right of the MUNICIPALITY or its successor to proceed with action in any other court of competent jurisdiction.
- 12) This agreement constitutes the whole agreement between the parties and no agreement, representation or warranties between the parties other than those set out herein are binding on the parties.
- 13) In the event of legal action being instituted against the CUSTOMER at any time resultant from this agreement, the CUSTOMER shall be held responsible for all legal expenses on the attorney and client scale. The CUSTOMER shall further be liable for any tracing or collection fees incurred as well as for any cost, including stamp duties incurred by the MUNICIPALITY in an attempt to collect outstanding money on the account
- 14) If this application is for an electricity or water connection that is not a standard connection, this application will be subject to the approval of the authorised official or his assignee.
- 15) The MUNICIPALITY will provide and install the connection and measurement equipment for the supply of water and electricity services to the property at the applicable fee.
- 16) Notwithstanding the payment of a connection fee, the metering equipment provided and installed by the MUNICIPALITY on the premises shall remain the absolute property of the MUNICIPALITY.
- 17) Neither the CUSTOMER nor any other person(s), not authorised by the municipality, have the right to interfere with, or carry out any work on the metering equipment, and it will be the responsibility of the CUSTOMER to ensure that the equipment is protected against any damage or interferences and in failing to do so, will result in corrective actions by the MUNICIPALITY.
- 18) The CUSTOMER will ensure that the equipment is not obstructed by any structure or vegetation in such a way that it cannot easily be inspected.
- 19) The CUSTOMER shall afford the MUNICIPALITY or its authorised representative free access to the premises at all reasonable times for the purpose of inspection, meter reading or maintaining the metering equipment.
- 20) The CUSTOMER shall be entitled to use the electricity and water supplied to the property, on the property only and will not supply or distribute such electricity or water to a third party.
- 21) The CUSTOMER will ensure that, if a sewerage conservancy tank is used on the premises, no sewerage leaks out of the tank at any time, and that the sewerage network on the property is kept in a good working order to ensure that it does not cause a health threat to any person.
- 22) The CUSTOMER agrees that the deposit he paid, or any part thereof, may be confiscated for settlement of any accounts or money payable by him/her/them when he/she/they terminates the supply of services.
- 23) If any of the conditions set out in this agreement, are not complied with, services to the property may be discontinued until such time as the MUNICIPALITY is satisfied that the situation is rectified. This will not impair the MUNICIPALITY'S right to any other remedy it may have in terms of this agreement or any legislation or policy.
- 24) If services are to be disconnected due to sale of property or tenant vacating premises, at least 48 hours notice must be given in writing, preferably 7 (seven) days in advance.
- 25) Upon registration households with a property value up to R220000, monthly electricity consumption less than 400 kWh and an average monthly water consumption up to 18 kl, will receive an indigent subsidy automatically. The onus is upon the applicant to inform the MUNICIPALITY if the recipient of the subsidy is the registered owner of more than one property and/or if the property is not used for residential purposes only.
- 26) If any meter is not accessible for meter reading, the customer must apply and pay to have the meter moved out to the borderline and convert the electricity meter to a pre-paid meter.

Initials of Applicant