

MAGARENG LOCAL MUNICIPALITY



Magareng local municipality

CREDIT CONTROL & DEBT COLLECTION

POLICY

MUNICIPAL CREDIT CONTROL & DEBT COLLECTION POLICY

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000

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1. DEFINITIONS

For the purpose of this policy, the wording or any other expression has the same meaning as contained in the policy, except where clearly indicated otherwise:

Act: The local Government Act: Systems Act, 2000 [Act 32 of 2000] as amended from time to time.

Availability or Basic Charges: referred to as a minimum charge is the recovery of the distribution and billing-related costs, which include having and distribution system in place, plus the cost of the meter, servicing and reading the meter, mailing the bills and maintaining customer records.

Council: means the municipal council of the Magareng Local Municipality.

Customer: means any occupier of any property to which the municipality has agreed to supply services or already supplies services to, or failing such an occupier, then the owner of the property.

Defaulter: means a consumer who owes money to the municipality after the due date has expired.

Engineer: means the person in charge of the civil and /or electrical component of the municipality.

Equipment: means a building or other structure, pipe, pump, wire, cable, meter, engine or any accessories.

Interest: means a charges levied with the same legal priority as service fees and calculated at a rate determined by council from time to time on arrear monies.

Chief Financial Officer: means the person appointed by Council to administer its finances.

Municipality: means the institution that is responsible for the collection of funds and the provision of services to the customers of Magarengmunicipality.

Municipal account: means an account rendered specifying charges for services provided by the municipality, or any authorized and contracted service provider, and/or assessment rates levies.

Municipal services: means those services provided by the municipality, such as, inter alia the supply of water and electricity, refuse removal, sewerage treatment, and for which services charges are levied.

Occupier: means any person who occupies any property or part thereof, without taking into account the title in which he or she occupies the property.

Owner means: The person in whose name the property is legally registered;

- In the case of a lease agreement in excess of 30 years was entered into, then the lessee;
- Regarding: A portion of land assigned to a person/entity on a sectional title plan and which is registered in terms of the Sectional Title Act, 1986 [Act 95 of 1986], without limiting it to the developer or managing body to the communal property;
- A portion as defined in the Sectional Title Act, the person in whose name that portion is registered in terms of a 'sectional title 'including the legally appointed representative of such person;

- Any provincial or national government department, and a local authority;
- Any council or management body established in terms of any legal framework applicable to the Republic of South Africa; and
- Any embassy or other foreign entity.

Property any portion of land, of which the boundaries are determined, within the jurisdiction of the municipality.

Debt Collection: is the execution of functions necessary to collect unpaid income of the municipality, owed by clients who are debtors.

Credit Control: is the limiting of further sales of services to debtors in arrears and the negotiation for payment in exchange for normalising further service delivery.

Due date: means the date indicated on an account statement by which time payment of the amount on the statement is required.

Residential household: means a debtor of whom the tariffs for all the levies for services and rates are household tariffs.

Indigent: means a debtor whose whole household has been evaluated in terms of the Indigent policy and who is registered as being indigent.

Child-headed household: means a household where all the occupants of a residential property are younger than 18 years old, i.e. *a child-headed household is a household consisting only of children;*

Household income of housing debtor: means the total gross income of both the debtor and the debtor's spouse or partner and

gross income of any other occupants of the property, where applicable;

Indigent amount: means the applicable indigent subsidy as determined by the Municipality from time to time;

Prepayment meter: means a meter that can be programmed to allow the flow of pre-purchased amounts of electricity/water in an electrical or water circuit;

2. LEGISLATIVE REQUIREMENT

In terms of Section 152 of the constitution of the Republic of South Africa. Act 108 of 1996 and Section 96 of the Municipal Systems Act no 32 of 2000 (herein after referred to as the "Systems Act") Chapter 7, Section 152 of the Constitution states the following:

- To provide democratic and accountable governance to local municipalities;
 - To ensure the provision of services to communities in a sustainable manner;
 - To promote social and economic development;
 - To promote a safe and healthy environment; and
 - To encourage the involvement of communities and community organizations in the matters of local government.
- a) The municipality must strive within its financial and administrative capacity for the achievement of the above mentioned objectives hence Section 96 (a) and (b) of the Systems Act must be observed.
- b) Section (a) prescribes for Magarengto collect all monies that is due and payable to it, subject to the provisions of that Act and any other applicable legislation.

- c) Section (b) requires MagarengLocal Municipality to adopt, maintain and implement a Credit Control and Debt Collection Policy which is consistent with its Rates and Tariff policies and complies with the provisions of the Act.

3. OBJECTIVES OF THE POLICY

The objectives of this policy are to:

- (a) provide for customer management, credit control procedures and mechanisms and debt collection procedures and mechanisms;
- (b) provide for indigents in a way that is consistent with rates and tariff policies and any national and / or local policy on indigents;
- (c) set realistic targets consistent with –
 - (i) generally recognized accounting practices and collection ratios; and
 - (ii) the estimates of income set in the budget less an acceptable provision for bad debts.
- (d) provide for charging of interest on arrears, where appropriate;
- (e) provide for extensions of time for payment of accounts;
- (f) provide for termination of services or the restriction of the provision of services when payments are in the arrears;
- (g) provide for matters relating to unauthorized consumption of services, theft and damages;
- (h) provide for actions that may be taken by the municipality to secure payment of accounts that are in arrear including –
 - (i) The termination of municipal services or the restriction of the provision of services;
 - (ii) The seizure of property;

- (iv) The attachment of rent payable on a property; or
 - (v) The extension of liability to a director, trustee or a member if the debtor is a company, a trust or a close corporation.
- (j) provide for alternative debt repayment arrangements in accordance with the terms and conditions of this policy;
 - (k) create an environment which enables a customer to repay the outstanding debt and establish culture of payment for services rendered by the municipality;
 - (l) effectively and efficiently deal with defaulters in accordance with the terms and conditions of this policy; or
 - (m) provide for procedures and mechanisms to ensure that all monies due and payable to the municipality are collected.

4. POLICY PRINCIPLES

This policy supports the following principles:

- a) Human dignity must be upheld at all times;
- b) This policy must be implemented with equality, fairness and consistency;
- c) Billing is to be accurate, timeously and understandable;
- d) Municipal Manager must treat any debt and arrangements to repay debt holistically, but different repayment periods or methods may be determined for different types of service, debtors or areas within the general rule that the repayment period should be in sympathy with the instalments and the affordability of the debtor be proved. The following method may be used for households:
 - To collect all recoverable arrears outstanding for more than 120 days over a maximum period of one year:
 - 60 days- payment within 3 months plus current account
 - 90 days –payment within 6 months plus current account

- 120 Days- payment within 12 months plus current account.
- e) Ensure that enforcement of payment must be prompt, consistent and effective.
- f) The implementation of this policy is based on sound business practices and applicable legislation;
- g) Credit control measures are applied with pro-active reminders or warnings. Account statements are regarded as notification of the arrears status of the account as well as stating the intention to take credit control measures;
- h) Metered services consumed by an unknown consumer are billed to the owner of the property to which the service connection is registered. Consumers who are to be billed separately must enter into a service agreement to have access to these services. No service agreement is valid without the written consent of the registered owner of the property.
- i) Current levies not paid by the indicated due date are in arrears and all debtors with arrears are subject to Credit Control and Debt Collection measures. The right of access to services, and consumption thereof, can only be exercised by residents who are not in arrears on their municipal services accounts or who have arranged to pay their arrears in terms of this Policy.
- j) Various methods of payment by debtors as well as sufficiently convenient payment points are available.
- k) Refusal by banks to honour payments by cheque or debit order is regarded as non-payment, upon which the relevant

debtors are subject to credit control measures. Clients who make no further use of any services but still owe an amount are considered inactive debtors who are handed over for collection to a debt collector or delegated person appointed for this purpose. Limited collection actions (i.e. Final Letter of Demand) are applied for inactive accounts smaller than R3 000 due to the cost-benefit ratio of such cases and any further action required for these individual accounts is at the discretion of the Accounting Officer in conjunction with the Chief Financial Officer.

- l) Residential household debtors form a distinct group for whom the following special measures and exceptions apply:
 - i) Water supply to defaulting residential household debtors will not be completely discontinued, but rather be restricted due to hygienic reasons. Other types of debtors who are in default and whose water supply is involved will be restricted of the service.
 - ii) Interest free arrangements for payment of arrears are intended to assist those debtors by making their current monthly accounts more affordable. A reconnection fee will be chargeable.

- m) All notifications served to the address of clients must state the reason/s for actions taken as well as information as to how they can take corrective action to normalize the situation.

5. MISREPRESENTATION

- a) Debtors found to have misrepresented themselves in order to benefit from any of the municipality's relief or any benefit will be deemed to have committed an offence and remedial measures will be taken in a manner as determined by the

Council or as indicated in the municipal By- Laws from time to time, and all relief or any benefits that have been received, will be reversed by the Municipal Manager; and

- (i) the Municipal Manager shall report any misrepresentation in terms of this policy to the South African Police Services.
- b) The Municipal Manager may determine that any payments made to the municipality, at any time, including payments towards, debt, services, fines and licence fees, shall be paid for in cash, by way of bank guaranteed cheque or any other acceptable method of payment.
- c) Members of the community must ensure that they receive accurate and regular accounts and that the fees and charges are related to the service received.
- d) The municipal Manager may sign all necessary documents or processes including but not limited to affidavits, declarations and any document to appoint an attorney, who forms part of the third party debt collectors, for the collection of debt, owed by a deceased estate, to the municipality.

6. KEY CREDIT CONTROL MEASURES AND DEBT COLLECTION PROCESSES

6.1 Councillor and municipal staff arrears

- a) Staff arrears will be dealt with in terms of item 10 of Schedule 2 to the Systems Act, and in terms of any procedures, method or actions referred to in this policy. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipal Manager shall deduct any outstanding amount from such

staff members' salary or remuneration after the 3 (three) month period referred to in item 10 of Schedule 2 to the Systems Act, has elapsed; or

(i) notwithstanding paragraph 6.1(a) the Municipal Manager shall deduct any outstanding amount from such staff members' salary or remuneration after a period of not less than 3 (three) months from the due date thereof.

b) In accordance with Schedule 1, item 12A of the Systems Act, a Councillor of the municipality may not be more than 3 (three) months in arrears for municipal service fees, surcharges on fees, rates or any other municipal taxes, levies and duties levied by the municipality. Notwithstanding any other procedure, method or action that may be taken in terms of this policy, the Municipal Manager shall deduct any outstanding amount from such Councillor's remuneration after this 3 (three) month period has elapsed; or

(ii) Notwithstanding paragraph 6.1 (b) the Municipal Manager shall deduct any outstanding amount from such Councillor's remuneration after a period of not more than 3 (three) months from the due date thereof.

c) At the sole discretion of the Municipal Manager and after complying with paragraph 6.1 (a) and (b), deduct any amount owing to this Municipality by any Councillor or staff member from such Councillor's or staff member's remuneration or salary.

- d) The Municipal Manager shall deduct, by agreement, from any councillor's or staff member's remuneration or salary any amount pertaining to arrears accrued at a property where they are residing even if they are not the property owners.
- e) Council may deduct any of the Contract Workers, EPWP workers and Ward Committee members an amount determined by Council.

6.2 Application for new connection

- a) Application for new connections can only be made by property owners or with their written consent, accompanied by positive identification. Applicants must complete the prescribed "*Application of Municipal Services*" forms in order to obtain a new connection.
- b) A new connection fee, determined in terms of the municipality's current Rates and Tariff Policy is payable. In certain cases additional security from prospective consumers will be required.
- c) In cases where there is an existing connection, the following criteria will apply: the account holder of the services concerned at the time must first terminate his/her service to allow for the new service connection. This will only be done provided that the account is settled in full.

6.3 Billing

- a) Consumers will receive monthly statement/s with an indicated payment due date (currently the 15th of every

month). The statement shall contain messages of service rendered by the municipality from month to month.

- b) Accounts will be produced in accordance with the meter reading cycle and due dates will be linked to the statement date.
- c) Accounts will be rendered monthly in cycles of approximately 30 days at the address last recorded with the municipality or its authorised agent.
- d) It is the customer's responsibility to ensure that the postal address and other contact details are correct.
- e) If the account is disputed, an average payment on the disputed consumer accounts should be made using the previous 3 months undisputed accounts, until the matter is resolved.
- f) Ratepayers / consumers, who have not received an account for a specific month, are advised to pay an average of the previous three months accounts and to notify the Head/ Manager: Revenue in order to ensure that correct postal details are on the system.
- g) It should be stressed that the non-receipt of an account does not exempt one from the liability of payment.
- h) A Water and Lights account cannot be opened without written consent of the owner of the property, accompanied by proper identification, provided that no arrears are owed to the municipality for that property or unless there is a formal arrangement by the owner of the property to pay the arrears.

- i) Council may from time to time offer a discount on amounts due to the municipality as an incentive for timely payment of current amounts due by the due date therefor;
- j)
- k) an account holder remains liable to make payment of the full amount due, on due date therefor and any discount becoming due to an account holder in terms of any such incentive in force from time to time will be reflected as a credit on the current month's account;

6.4 Estimated Consumption:

- a) The municipality may levy an estimate of the consumption of water or electricity for any relevant period if;
 - i) No meter reading could be obtained in respect of the period concerned; or
 - ii) No meter has been installed to measure the consumption on the premises concerned.
- b) No interest is payable in such an instance. The customer concerned is liable for payment of the fee in terms of the municipality's approved tariffs for service delivery in respect of such estimated consumption
- c) The municipality may, in accordance with the provision of section 102 of Municipal Systems Act–
 - i) Consolidate any separate accounts of a customer liable for payments in terms of the Policies of the municipality;
 - ii) credit a payment by such person against any account of that person; and

- iii) implement any of the debt collection and credit control measures provided for in the present Act in relation to any arrears on any of the accounts of such person.
- d) No interest will be payable on any deposit held or any credit amount including that contemplated in paragraph (c (ii)) above

6.5 Enquiries, Appeals and Service Complaints

- a) Within its administration and financial ability the municipality will establish:
 - A centralised complaints box to enhance co-ordination of complaint, communication and response;
 - Appropriate training for officials dealing with the public to enhance communications and service delivery; and
 - A communication mechanism to give council feedback on debt and other issues of concern.
- b) Account query refers to the instance when a customer queries any specific amount or any content contained in any account as rendered by the Council
- c) Query must be raised in writing at any of the Council's administrative offices
- d) Customer to furnish in writing full personal particulars including acceptable means of identification, contact details and account number in respect of which amount owing is queried. Customer may be represented by a duly appointed nominee or agent, and such nominee or

agent shall upon request produce sufficient proof of such appointment;

- e) Pending the outcome of query, customer may apply for temporary payment extension in terms of provisions of this policy;
- f) In the interim the debtor must pay the averages of the last three months accounts where such history of the account is available. Where no such history is available, the debtor is to pay an estimate provided by the municipality before payment due date until the matter is resolved.
- g) The relevant department will investigate and inform the debtor within the period specified herein, as determined by the Municipal Manager from time to time.
- h) Failure to make such agreed interim payment or payments will result in the customer forming part of the normal credit control procedures.
- i) should a customer not be satisfied with the outcome of the query, a customer may lodge an appeal in terms of section 62, as read with section 95 (f), of the Systems Act.

6.6 Reminder/Demand for payment

- a) A reminder that the previous account has not been paid on the due date is generated after the due date and be included

with the current account to the debtor's physical/postal address.

- b) This reminder clearly states that a period of 14 days is allowed for payment or arrangement for payment, in the absence of which, services to the client will be restricted. The account of the debtor is debited with the cost of such a reminder at the approved tariff of the municipality.
- c) In those instances where prepayment meters for service vending are installed, the municipality may block/restrict the vending of services to consumers of services on properties where arrears are owed for other municipal services or levies. A 50/50 split arrangement, where 50% will be allocated to the arrears owing on other services and/or rates and 50% is allocated to the prepaid electricity/water purchases/transaction, can be used to pay arrears.

6.7 Termination/Restriction of Services

- a) Magareng municipality reserves the right to restrict or terminate supply of services whenever the consumer:
 - i) Fails to make full payment on the due date or make an arrangement for the payment of any amount for services, rates or other monies.
 - ii) Fails to comply with a condition of supply determined by Magareng Municipality.
 - iii) Obstructs the efficient supply of water, electricity or any other municipal services to another customer.
 - iv) Supplies such municipal services to a customer who is not entitled thereto or permits such services to continue.

6.8 Right of Access to Premises

- a) The owner and or occupier of property is to allow an authorised representative of the municipality access at all reasonable hours to the property in order to read, inspect, install or repair any meter or service connection for reticulation, or to disconnect, stop or restrict, or reconnect, the provision of service.
- b) The owner is responsible for cost of relocating a meter if satisfactory access is not possible.
- c) If a person fails to comply with the municipality or its authorised representative, the municipality may:
 - By written notification require such a person to restore access at his/her own expense within a specified period.
 - If it is the option that the situation is a matter of urgency, without prior notice, restore access and recover the cost from such a person.

6.9 Illegal Reconnection or Tampering of Services

- a) Any first-time discovery of tampering with a restriction device or service connection at the address of a consumer leads to a fine against that consumer to the amount of **R6500.00 for residential and R 10 000.00 for other customers** or any amount as determined by the council from time to time. Any further tampering after such a restriction will lead to the prosecution.
- b) The municipal manager shall, as soon as it comes to the attention of the municipal manager that any terminated or restricted service has been irregularly reconnected or reinstated, report such action to the South African Police Service, disconnect or restrict such service(s), and not

reconnect or reinstate such service(s) until the arrear account, including the interest raised on such account, any charges including for both the original and subsequent reconnection or reinstatement of the service(s) and the revised deposit have been paid in full;

- c) In addition, all metered consumption since the date of the illegal reconnection, or the estimated consumption if a reliable meter reading is not possible, shall also be paid full before any reconnection or reinstatement is considered.

6.10 Reinstatement of Municipal Services

- a) The municipality must reinstate full levels of provision of any electricity or water service terminated or restricted after:
 - i) The full amount of arrears has been paid, or
 - ii) An agreement for payment of the arrears contemplated has been entered into in terms of this Policy, or
 - iii) The full amount of arrears in respect of any agreement entered into, and any increased deposit, have been paid, or any additional supporting documentation required has been provided, and
 - iv) Any other condition of the Policy that the municipality may consider appropriate has been complied with.

- b) Where services are disconnected as a result of the application of this Policy, these services can only be reconnected under the following circumstances:

- i) Water supply which has been restricted due to non-payment will only be normalised after either full payment of the arrears, or conclusion of a settlement arrangement for payment of the arrears or upon receipt of an appeal for normalisation due to a good payment record of three (3) months on the repayment contract and the current monthly levies.
- ii) The Chief Financial Officer will receive and evaluate each appeal before normalisation.
- iii) Electricity supply discontinued due to non-payment can only be reconnected after receipt of the amount in arrears or the conclusion of a settlement arrangement for payment of the arrears in terms of this Policy.
- iv) Any services which are discontinued as a result of tampering with the Municipality's distribution networks and/or mechanisms can only be legally reconnected if a Court orders so. ALTERNATIVELY: if the affected client admits in writing that he/she permitted or committed the tampering and undertakes to not repeat the action and concludes a settlement arrangement for payment of the reconnection charges and arrears in terms of this Policy, service reconnection can also be made. Such written admission will be kept on the case document for future use in case of repeated tampering.

- c) Reconnection or reinstatement of services will be done within a week, however should the municipality encounter challenges with this regard, it shall be not later than 4 weeks.

6.11 Termination of Service Agreements

- a. A customer must terminate an agreement with the municipality for the provision of any municipal service by notice in writing (completing the relevant service discontinuation and account closure forms of the municipality) not less than seven working days before the time.
- b. The municipality may, subject to compliance with the provisions of the relevant By-laws and any other applicable law, disconnect the provision of a municipal service to a customer, by notice in writing of not less than 14 working days, if the customer-
 - i) Has not used the municipal service during the preceding six months and has not made arrangement to the satisfaction of the municipality for the continuation for the provision of service; or
 - ii) Has made an arrangement with another service provider to provide the municipal service concerned to the customer; or
 - iii) Has vacated the premises to which the agreement concerned relates.

6.12 Illegal Connections and Meter Tampering

- a) When it is ascertained that a meter had been tampered with, the cost of repairing or replacing an existing meter with another one will be charged to the account of the respective customer.
- b) The municipality can also opt to close the consumer's account in such instances and levy all municipal charges related to the property on the owner's account. The full outstanding balance is immediately payable before services will be restored.
- c) In addition, where a meter has been tampered with or where there has been unauthorized consumption of water or electricity, the municipality shall remove the connection and the cost of this action will be charged to the account of the customer, and a criminal case will be opened with the relevant Court of law.
- d) In a case where the meter is inside the house or the yard, it shall be moved outside and the costs will be borne by the customer/s or a pre-paid meter must be installed at the owner's expense.

6.13 Service Contract

- a) A service contract shall henceforth be entered into with the municipality for each property to which the municipality is expected to provide all or any of the following services:
 - ✓ Electricity
 - ✓ Water
 - ✓ Refuse collection
 - ✓ Sewerage.

- b) Such contract shall set out the conditions on which services are provided and shall require the signatory to note the contents of the municipality's credit control and debt collection policy, a copy of which shall be provided to such signatory, as well as the provision of the Municipal Systems Act in regard to the municipality's right of access to property.
- c) Where the signatory is not the owner of the property to which the services are to be provided, a properly executed letter from such owner indicating that the signatory is the lawful occupant of the property shall be attached to the service contract.
- d) Current consumers and users of the municipality's services who have not entered in a service contract as envisaged above, must do so within 2 years from the date on which the by-laws to implement the present policy are published, and failure to do so shall be considered as a default equivalent to non-payment.

6.14 Payment of Refundable Deposits

- a) Whenever a service contract is entered into in terms of subsection 6.13, the signatory shall lodge a cash deposit with the municipality, such deposit to be determined as follows:
 - i) In the case of the signatory's being the registered owner or spouse of the registered owner of the property concerned, an amount as determined in tariff list annually;
 - ii) In the case of the signatory's not being the registered owner or spouse of the registered owner

of the property concerned, an amount as determined in tariff list annually;

- b) The municipality may use the customer deposit to settle any of his/her arrear account when that customer vacate the property.
- c) The deposit will be refunded within three months to the customer after he/she terminates the services, provided that the account is fully paid up to date.

6.15 Allocation of Part-Payments and Appropriation of Deposits

- a) If an accountholder pays only part of any municipal account due, the municipal manager shall allocate such payment as follows depending on system's setting:
 - i) **firstly**, to any unpaid charges levied by the municipality in respect of unacceptable cheques, notices, legal expenses and reconnections or reinstatements of services in respect of the account or property concerned;
 - ii) **secondly**, to any unpaid interest raised on the account;
 - iii) **thirdly**, to any unpaid sewerage charges;
 - iv) **fourthly**, to any unpaid refuse collection charges;
 - v) **fifthly**, to any unpaid property rates;
 - vi) **sixthly**, to any unpaid water charges; and
 - vii) **lastly**, to any unpaid electricity charges.
- b) This sequence of allocation shall be followed notwithstanding any instructions to the contrary given by the Municipal Manager.

6.16 In-house Collections

- a) This unit will deal with all outstanding debts.
- b) A tariff in terms of the municipality's current Tariff Policy will be payable where such an action is taken.
- c) In-house Debt Collection may include the listing of the debtor with the Credit Bureau whenever applicable.
- d) Where there is no response, the accounts can be handed over to external debt collectors and/or attorneys. It should be noted that the issuing of summons internally will depend on the capacity of the municipality personnel.

6.17 External Debt Collection with the assistance of an Attorney

- a) Any amount over 90 days outstanding may be handed over to Magareng Local Municipality's official Attorneys for collection and to attend to matters that are defended when deemed necessary.
- b) Collection charges will be levied against a customer in respect of any relevant action taken in terms of, or for the purpose of, the full implementation of this Policy and the associated Bylaw.

6.18 Estates Accounts Collection

- a) **Estates with legal status**
 - i) The accounts of debtors who are declared as insolvent, under administration or deceased are dealt with according to normal legal practices by the collection staff of the municipality.

- ii) Unsuccessful claims will be considered for write-off and submitted to the Council for cognizance as per Debt-Write Off policy.

b) Estates without formalized legal status

- i) In many cases the head of a household has died without leaving a will/final testament indicating to whom ownership of the family residence is to be transferred upon the event of his/her death OR the owner of the property has abandoned his/her family to fend for themselves.

- ii) These scenarios are not provided for in the normal legal practice, which necessitates the following process:

- ✓ The remaining family must report the situation to the municipality's collection office, who will require the relevant documentation to be obtained by the family, 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 family.*

- ✓ In all of these cases, extension for the payment of the accumulated arrears as at the date of notification will be granted by the debt collectors in the collection office, disconnected electricity will be reconnected and the remaining family must then pay all

amounts levied on monthly current accounts in excess of the amount of the payment extension until such time as the matter has been finalised.

- ✓ This will prevent any further service restrictions/cut offs or collection actions at the residence whilst the family is in process of legalizing ownership of the property.
 - ✓ As soon as ownership has been officially allocated by the Magistrate, the documentation must be presented to the municipality's collection office, which will then change the name of the account to that of the new owner.
 - ✓ They will also encourage the new owner to make an arrangement for the payment of the arrears to prevent credit control and collection actions from being taken by the Municipality.
- iii) ALTERNATIVELY, if the family qualifies to be registered for assistance in terms of the municipality's Indigent Policy, they can apply to be registered and after registration to enjoy the benefits offered in terms of that Policy regarding the arrears.
- iv) Amounts claimed and not successfully collected are submitted to the Council for approval to be written off against the reserve for bad debt.

6.19 Dishonoured Cheques

- a) If any payment is made to the municipality by a negotiable instrument, and such negotiable instrument is dishonoured, the municipality may levy costs and administration fees against the account of the defaulting customer at the prescribed rate.
- b) Council reserves the right to refuse any further negotiable instruments in such a case. Only cash will be accepted.

6.20 Arrangement and Payment Extension

- a) Allowing defaulting accountholders to make arrangements for the payment of arrear accounts shall be at the discretion of the municipal manager or delegated municipal official.
- b) Each defaulting accountholder shall be allowed to make a payment to pay an arrear account, together with the interest raised on such account, and it shall be a condition for the conclusion of any arrangement that the accountholder is bound to pay every month.
- c) If an accountholder breaches any material term of an arrangement, the balance of the arrear account, if the accountholder defaults on such payment, the municipal manager shall terminate or restrict water services to the property in question (if such services are provided by the municipality or its agent) and shall forthwith hand such account over for collection.
- d) An accountholder who has breached an arrangement as set out above shall not be allowed to make any further arrangements for the payment of arrear accounts, but shall be proceeded against, after the dispatch of the

initial notice of default and failure by the accountholder to pay the arrear account, together with interest raised on such arrears as required in terms of such notice, as though such accountholder had breached a material term of an arrangement.

- e) Proposals for arrangement to pay arrear account balances on domestic accounts and sundry loans will be considered, provided the following conditions are met:
- i) An appropriate initial down payment of the arrear amount is payable on conclusion of the arrangement and is based on the net salary of a consumer and expenses.
 - ii) Businesses placed under provisional or actual liquidation, will only be allowed to purchase services on a pre-payment basis. Prepaid meters will not be installed if there is an outstanding balance on the account/s, unless an arrangement is made to settle the arrears.
 - iii) Customers who are indebted to the municipality for rates and services and wish to submit building plans for approval will first have to make an arrangement to pay off their arrears before such plans can be approved. Only EFT or cash payments for such rates and services will be accepted.
- f) No agreement for the payment of arrears concluded by the nominated officers of the Accounting Officer be longer than 36 months, unless council allows.
- g) The Council may, on an individual basis, allow a longer period than 36 months for the payment of arrears, if –

- special circumstances prevail, which in the opinion of the Council warrants such an extension, and which the consumer could not reasonably prevent or avoid;
 - documentary proof of any such special circumstances has been furnished by the consumer on request by the Council;
 - approval has been obtained by the Accounting Officer or his delegate in terms of prescribed procedures.
- h) This extension of the repayment period may not be longer than an additional 36 months.
- i) The customer may be required to prove levels of income and must agree to a monthly instalment;
- j) The Council must, in exercising its discretion under paragraph (f) and (g) have regard to a consumer's –
- previous and frequency of dishonoured payments;
 - instances of proven meter tampering or illegal connection – may impact on arrangement application and minimum down payment requirements may be increased based on financial risk as determined by Divisional Head Revenue or nominee.
 - consumption and level of service;
 - previous breaches of agreements for the payment of arrears in instalments;
 - provisions of National Credit Act; and
 - any other relevant factors.
- k) The customer shall be required to make a down payment based on consolidated arrear debt on date of entering into an agreement to pay in instalments on the following basis:

- 1st Debt Repayment arrangement: 0%
 - 2nd Debt Repayment arrangement: 15%
 - 3rd Debt Repayment Arrangement: 30%
 - Additional Debt Repayment Arrangement: 30%
- l) The above-mentioned minimum down payment requirements may be reduced or withdrawn based on merit of written request by account holder to the Divisional Head Revenue or nominee. Account holder payment history and credit risk will be taken into account.
- m) Once an agreement has been concluded, the amount in arrears shall be reflected as a current amount, and no further interest shall be added to arrangement debt.
- n) The customer will be required to effect payment of current plus arrangement instalment on or before account due date, failure which will result in the immediate cancellation of debt repayment arrangement.
- o) Customers who default on three occasions in respect of debt repayment arrangements made, may be denied facility to enter into further debt repayment arrangements and full amount becomes due and payable.
- p) If the customer defaults on the third debt repayment arrangement, a further arrangement may be granted to the customer by the Divisional Head Revenue or his/her nominee on submission of full motivation.
- q) In the case of multiple defaults the following steps may be undertaken:
- Installation of water management devices as determined by the Council from time to time;

- Installation of a pre-paid electricity meter or equivalent as determined by Council from time to time.
- r) A copy of the agreement must be made available to the consumer.
- s) documentary proof of any such special circumstances has been furnished by the consumer on request by the Council;
- t) approval has been obtained by the Accounting Officer or his delegate in terms of prescribed procedures.
- u) This extension of the repayment period may not be longer than an additional 36 months.
- v) The customer may be required to prove levels of income and must agree to a monthly instalment;
- w) The Council must, in exercising its discretion under paragraph (f) and (g) have regard to a consumer's –
- previous and frequency of dishonoured payments;
 - instances of proven meter tampering or illegal connection – may impact on arrangement application and minimum down payment requirements may be increased based on financial risk as determined by Divisional Head Revenue or nominee.
 - consumption and level of service;
 - previous breaches of agreements for the payment of arrears in instalments;
 - provisions of National Credit Act; and
 - any other relevant factors.
- x) The customer shall be required to make a down payment based on consolidated arrear debt on date of entering into an agreement to pay in instalments on the following basis:

- 1st Debt Repayment arrangement: 0%
 - 2nd Debt Repayment arrangement: 15%
 - 3rd Debt Repayment Arrangement: 30%
 - Additional Debt Repayment Arrangement: 30%
- y) The above-mentioned minimum down payment requirements may be reduced or withdrawn based on merit of written request by account holder to the Divisional Head Revenue or nominee. Account holder payment history and credit risk will be taken into account.
- z) Once an agreement referred to has been concluded, the amount in arrears shall be reflected as a current amount, and no further interest shall be added to arrangement debt.
- aa) The customer will be required to effect payment of current plus arrangement instalment on or before account due date, failure which will result in the immediate cancellation of debt repayment arrangement.
- bb) Customers who default on three occasions in respect of debt repayment arrangements made, may be denied facility to enter into further debt repayment arrangements and full amount becomes due and payable.
- cc) If the customer defaults on the third debt repayment arrangement, a further arrangement may be granted to the customer by the Divisional Head Revenue or his/her nominee on submission of full motivation.
- dd) In the case of multiple defaults the following steps may be undertaken:
- Installation of water management devices as determined by the Council from time to time;

- e) Tenant accounts, on written request by property owner, be allowed in respect of "Business" related property categories as reflected in published valuation roll.
- f) Tenant accounts, be allowed in respect of Government, Provincial or Municipal debtor groups.
- g) Registered Indigents and child headed households – Residential Tenant accounts be allowed in instances where property occupant qualifies for indigent support in respect of Indigent support policy and administrators of child headed households.
- h) Residential Tenant accounts, be allowed in respect of accounts under legal administration, liquidation, sequestration or deceased estates.
- i) In relation to business and government tenant accounts, account administration fee in addition to linked services may be levied to recover costs of additional administration. This to be implemented as from 1 January 2024.

6.22 DISPUTE

- a) In this sub-item a "dispute" refers to the instance when a debtor disputes any specific amount claimed by the municipality from that person.
- b) any person who has a dispute with this municipality has a right, in terms of section 34 of the Constitution, to have any dispute that can be resolved by application of law decided in a fair public hearing before a court or, where appropriate, another independent or impartial tribunal or forum;
- c) If the account is disputed, an average payment on the disputed consumer accounts should be made

using the previous 3 months undisputed accounts, until the matter is resolved.

d) the Municipality Manager has a right to declare a dispute on any specific amount claimed by the municipality from any person as may be considered necessary; and

e) disputes lodged with the municipality prior to the implementation of this policy, in terms of any previous policy, shall continue to be dealt with in terms of that policy.

7. EXPECTED FUTURE PAYMENT LEVELS

a) In terms of the budgets approved by the council, and in accordance with commonly accepted best practice, this municipality will have to strive to its utmost to ensure that payment levels for the present and future financial years, in respect of all amounts legitimately owing to the municipality – that is, inclusive of the balance of the monthly accounts payable by registered indigents – are maintained at an annual average of at least 95% when possible.

b) It is generally accepted by this council that payment levels averaging below 95% per month are untenable, and are a certain forerunner of financial disaster for this municipality. Even with payment levels of 95% it means that the council will annually have to provide on its expenses budget a contribution to bad debts of 5% of the aggregate revenues legitimately owing to this municipality – a contribution that is made at the direct cost of improved service delivery and developmental projects.

- c) The only solution to the ongoing problem of non-payment by residents who can afford their monthly commitments to the municipality is to introduce a three-fold approach:
- i) To promulgate credit control and debt collection by-laws which deal stringently with defaulters, but at the same time through the formal political structures of the municipality, and in the administration's general dealings with the public;
 - ii) To make the community aware of its legal obligations towards the municipality, and to emphasise the negative consequences for all if non-payment continues. The municipality's ward committees are particularly charged with this responsibility.

8. INABILITY TO READ METERS

- a) If the municipality is unable to read any meter on any property because the meter has been rendered inaccessible through any act or omission of the account holder or owner of the property concerned, the municipal manager shall estimate the consumption of the service concerned through the assistance of CFO by determining the monthly average of the metered consumption recorded on the three most recent accounts in respect of which meter readings were obtained, and thereafter bill the account holder for the monetary value of such estimated consumption plus a provisional surcharge of 10% of such value for the first month in which the metered reading could not be obtained, escalating to 20% in the second month, 30% in the third month, and so on by 10

percentage points for each subsequent month, until the meter is again rendered accessible.

- b) The account holder shall be liable for the initial payment of such surcharge(s) as though the surcharge were part of the service charge concerned, but the municipal manager shall reverse such surcharge(s) against the first account for which a meter reading is again obtained.

9. INTEREST ON ARREARS AND OTHER PENALTY CHARGES

- a) Interest shall be charged on all arrear accounts at prime plus 1% from 01 July of each financial year, and will be applicable for the whole financial year. Interest rate hikes or reductions effected by the Reserve/Central Bank during the financial year will not affect this rate in the same financial year.
- b) Interest shall be calculated on a monthly basis. For purposes of determining arrear amounts, all amounts unpaid including interest previously raised and penalty charges, but excluding value added tax, shall be taken into account.
- c) Municipality may reverse the interests charged on outstanding account/debt provided that, the account holder agrees to pay in full all outstanding debt within a specific period determined by the Accounting Officer with the assistance of the Chief Financial Officer.
- d) In considering each annual budget the council shall review the adequacy of its interest charges, and shall determine the following for the financial year concerned:
 - i) charges for disconnection or restriction of services
 - ii) charges for reconnection or reinstatement of services
 - iii) charges for notices of default

- iv) penalty charges for illegal connections
- v) penalty charges for dishonoured cheques.

10. INDIGENT MANAGEMENT

- a) In regard to the payments expected from registered indigents, and the credit control and debt collection actions contemplated in respect of such residents, this policy must be read in conjunction with the municipality's approved policy on indigent management.

11. WRITING OFF OF BAD DEBTS

The Council will consider writing off bad debts –

- a) Only after all reasonable steps have been taken to recover the debt in accordance with this policy, and the Council has convinced itself that:
 - i) recovery of the debt would be uneconomical; or
 - ii) recovery would cause undue hardship to the customer or his/her dependents; or
 - iii) it would be to the advantage of the Council to effect a settlement of its claim or to waive a claim.
- b) The debt to be written off as determined in(a) above will only be effected:
 - i) in terms of council policy; or
 - ii) in terms of legislation; or
 - iii) in terms of delegated powers; or
 - iv) in terms of regulations issued.

12. FRAUD, THEFT AND OTHER CRIMINAL ACTIVITY

- a) Subject to applicable legislation, the Council may refuse the supply of water or electricity to a consumer who is found guilty of fraud, theft or any other criminal offence, or, where it is evident that such criminal offence has occurred, until such time as the total costs, penalties, other fees, illegal consumption and any applicable tariffs and rates due to the Council have been paid in full.
- b) Illegal connection, reconnection or tampering with a service supply of Council is considered a criminal offence which will result in legal actions being taken and the immediate cancellation of user agreement between council and consumer.
- c) Council reserves the right to refuse service agreement with tenant where illegal connection, reconnection or tampering with service supply has been identified and as such will only consider new consumer agreement with owner of property.
- d) The owner of the property remains liable and responsible for all instances of un-authorized reconnections, tampering, damage or theft of municipal service infrastructure installed on the property.
- e) No Person may-
- f) Reconnect, attempt to reconnect or cause or permit a reconnection to any municipal service where the Municipality has restricted or disconnected such supply.
- g) Tamper, break or interfere with any municipal equipment or unlawfully use or interfere with municipal services provided by the Municipality
- h) Knowingly consume, use or distribute any municipal service which has been obtained in an unlawful manner.

- i) A person must notify the Municipality if he or she becomes aware of any illegal connection or where a disconnection notice has been delivered to the property and the electricity remains connected.
- j) Council reserves the right to refuse service agreement with tenant where illegal connection, reconnection or tampering with service supply has been identified and will only consider new consumer agreement with owner of property.
- k) The owner of the property remains liable and responsible for all instances of un-authorized reconnections, tampering, damage or theft of municipal service infrastructure installed on the property as well as for all fees and charges levied by the Municipality for the disconnection and subsequent reconnection.
- l) Where prima facie evidence of an illegal connection, tampering or interference exists, the Municipality has the right to immediately disconnect the supply without prior notice to the owner.

13. COMMUNICATION WITH COMMUNITIES AND OTHER STAKEHOLDERS

- a) On approval of the new policy, a comprehensive communication plan will be implemented through the Communication Unit, in conjunction with the relevant Departments, in order to advise ratepayers and consumers regarding incentives, payment terms and arrangements in the following languages: Afrikaans, English and Setswana. This will be done in conjunction with the ward committees.

14. CLEARANCE CERTIFICATES

- a) Certificate in terms of Section 118(1) of Local Government Municipal Systems Act 32 of 2000 will only be issued if all amounts that became due in connection with that property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate have been fully paid.
- b) In terms of Section 118(3), an amount due for municipal service fees, surcharges 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.
- c) The council may institute any legal proceedings and mechanisms available to recover full outstanding debt in terms of Section 118(3) including, lodging an urgent application to interdict the sale of the property until the debt is paid in full.
- d) All Collection charges incurred in pursuing recovery of arrears, shall be levied against the debtors account.
- e) Upon transfer of a property, a new owner is not liable for debts arising before transfer from the charge upon the property under section 118(3) of the Local Government: Municipal Systems Act 32 of 2000.

15. REPORTING AND PERFORMANCE MANAGEMENT

- a) 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 as supervisory

17. DELEGATION OF RESPONSIBILITIES BY MUNICIPAL MANAGER

- a) The municipal manager, including any person acting in such capacity, shall be responsible to the council for the implementation of this policy and its attendant by-laws but without in so doing being divested of such responsibility may delegate in writing all or any of the duties and responsibilities referred to in these by-laws to any other official or officials of the municipality, and may from time to time in writing amend or withdraw such delegation(s).

18. ROLE OF MUNICIPAL MANAGER

- a) Section 100 of the Municipal Systems Act 2000 clearly assigns the legal responsibility for implementing the credit control and debt collection policies and by-laws to the municipal manager.
- b) In practice, however, the municipal manager will inevitably delegate some or many of the responsibilities specifically assigned to this office in the by-laws, as it will be administratively impossible for the municipal manager to perform the numerous other functions of this office as well as attend to frequently recurring administrative responsibilities.
- c) However, such delegation does not absolve the municipal manager from final accountability in this regard, and the municipal manager will therefore have to ensure that a proper internal reporting structure is established and consistently implemented so that the day-to-day actions of and results from the credit control and debt collection programme are properly monitored and supervised.
- d) It is also an integral feature of the present policy that the municipal manager shall report monthly to the executive

mayor or the executive committee, as the case may be, and quarterly to the council on the actions taken in terms of the by-laws, and on the payment levels for the periods concerned. Such reports shall, as soon as practicably possible, provide the required information both in aggregate and by municipal ward.

- e) In addition, such monthly report shall indicate any administrative shortcomings, the measures taken or recommended to address such shortcomings, and any actions by councillors who could reasonably be interpreted as constituting interference in the application of the by-laws.
- f) Notwithstanding all the foregoing references to the accountability of the municipal manager in regard to the by-laws, it is incumbent on all the officials of the municipality, certainly all those who are at management level, as well as more junior officials who are directly or indirectly involved with the community and the municipality's general customer relations, to promote and support both this credit control and debt collection policy and the application of the attendant by-laws.
- g) The responsibilities of all officials include reporting to the municipal manager any evident breaches of these policy and by-laws, whether by members of the community, other officials or councillors of the municipality.

19. ROLE OF COUNCILLORS

- a) Section 99 of the Systems Act 2000 places the important legal responsibility on the executive committee of monitoring and supervising the application of the present policy and the

attendant by-laws, and of reporting to the council on the extent and success of credit control actions.

- b) The present policy further recommends that the municipality's ward committees be actively involved in implementing the credit control and debt collection programme, and should therefore receive monthly reports on the status of the municipal manager's credit control actions.
- c) The ward committees must also actively promote the present policy, and ensure at the same time that the municipality's customer relations are of a standard acceptable to the community.
- d) In order to maintain the credibility of the municipality in the implementation of the present policy and the attendant by-laws, it is essential that councillors should lead by example. Councillors, by adopting this policy, therefore pledge, not only their unqualified support for the policy, but their commitment to ensuring that their own accounts will at no stage fall into arrears.

20. DUTIES AND FUNCTIONS OF COMMUNITIES, RATEPAYERS AND RESIDENTS

- a) To fulfil certain responsibilities, as brought about by the privilege and or right to use and enjoy public facilities and municipal services.
- b) To pay services fees, rates on property and other taxes, levies and duties imposed by the municipality on or before the due date.
- c) To observe the mechanism and processes of the municipality in exercising their rights.

d) To allow municipal officials reasonable access to their property to execute municipal functions.

e) To comply with the by-laws and other legislation of the municipality.

f) To refrain from tampering with municipal services and property.

DATE OF ADOPTION: 30 MAY 2023

DATE OF IMPLEMENTATION: 01 JULY 2023

SIGNATURE OF ACTING MUNICIPAL MANAGER:

DATE: 30 MAY 2023

A handwritten signature in black ink, consisting of a large, stylized letter 'A' with a long horizontal stroke extending to the right, ending in a small loop.

MAGARENG LOCAL MUNICIPALITY: Form no:.....
APPLICATION FOR MUNICIPAL SERVICES

TOWNSHIP

STAND NO

A. PLEASE RENDER/DISCONTINUE THE FOLLOWING SERVICES ON.....
(DATE)

(10 WORKING DAYS NOTICE REQUIRED)

DEPOSIT PAYABLE..... RECEIPT NO

EXISTING ACCOUNT NO NEW ACCOUNT NO

WATER PROVISION			ELECTRICITY		SEWERAGE		REFUSE
Communalstandpipe	Credit meter	Prepaid meter	Credit meter	Prepaid meter	Bucket/pit	Water connection	Removal

TYPE OF SUPPLY

Domestic	Commercial	Industrial	State	Agriculture	
State whether any type of business activities will be conducted at residential address				YES	NO

At street address.....

TYPE OF BUILDING

House	Flat	Complex	Sectional Title	Other
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B. PERSONAL INFORMATION OF APPLICANT/CUSTOMER

Trust/ Company Name

Trust/Company Registration No

Surname ID No

First Names Pension No

Previous Address

Postal Address

Employer

Work Address

Employee No

Postal Code Number of years at current site

Tel. Work Tel. Home

Occupation Cell No

Marital Status Bank Name

Spouse Name Branch No

ID No Account No

Cell No

Name of Employer

Work Address

Work Tel. No Fax No

Previous Municipal Account Account No

Occupiers of stand other than family (rent, spaza shop, etc.)

Number of people residing on property under 18 over 18

Method of account delivery: Fax

Email address

Name & address of a family member or friend not residing at the same address: Tel. No

If not the owner to whom do you pay rent to

C. TO BE COMPLETED BY OWNER/AGENT/CARETAKER FOR LEASED PROPERTIES

Surname	Name
Home address	ID No
Name of Employer	
Signature	Date

D. DECLARATION BY APPLICANT

I hereby declare that I/we agree to the conditions of supply of the mentioned services as laid down in the by-laws of the Municipality and other laws that are applicable.

I/We hereby certify the information furnished to be correct.

I/We hereby accept the street address/stand number specified above as my own official address where I will accept any notices to be served.

I/We received a duplicate of this application form and I/we aware of the applicable further conditions of supply set out in the credit control and debt collection policy.

.....

.....

CUSTOMER/APPLICANT

DATE

.....

.....

CUSTOMER/APPLICANT

DATE