

- (a) investigate or cause the query or complaint to be investigated within 14 (fourteen) days after the query or complaint was registered; and
- (b) must inform the consumer, in writing, of his or her finding as soon as possible thereafter.

10. **Appeals Against Finding of Council or Its Authorized Agent In Respect of Queries or Complaints**

- 10. (1) A consumer may in writing appeal against a finding of the Council or its authorized agent in section 9.
- (2) An appeal and request in terms of subsection (1) must be made in writing and lodged with the Municipal Manager or his or her authorized agent within 21 (twenty-one) days after the consumer became aware of the finding referred to in section 9 and must –
 - (a) set out the reasons for the appeal, and
 - (b) be accompanied by any deposit determined for the testing of a measuring device, if applicable.
- (3) The Council or its authorized agent may on appeal by a consumer request him or her to pay the full amount due and payable in terms of the account appealed against.

- (4) The consumer is liable for all other amounts, other than that appealed against, falling due and payable during the adjudication of the appeal.
- (5) An appeal must be decided by the Municipal Manager within 21 (twenty-one) days after an appeal was lodged and the consumer must be informed of the outcome in writing, as soon as possible thereafter.
- (6) The Council or its authorized agent may condone the late lodging of appeals or other procedural irregularities.
- (7) If it is alleged in an appeal that a measuring device is inaccurate, the device must be subjected to a standard industry test to establish its accuracy. The consumer must be informed of the possible cost implications including the estimated amount of such test, as set out in subsection (9) (a) below, prior to such test being undertaken.
- (8) If the outcome of any test shows that a measuring device is-
 - (a) within a prescribed range of accuracy, the consumer will be liable for the costs of such test and any other amounts outstanding. Such costs will be debited against the consumer's account.
 - (b) Is outside a prescribed range of accuracy, the Council or its authorized agent will be liable for the costs of such test and

the consumer must be informed of the amount of any credit to which her or she is entitled.

- (9) The prescribed charge referred to in subsection (2) (b) if applicable may be –
 - (a) retained by the Council or its authorized agent if the measuring device is found not to be defective; or
 - (b) refunded to the applicant if the measuring device is found in terms of those subsections to be defective.
- (10) A measuring device shall be deemed to be defective if, when tested in accordance with a standard industry test of if the measuring device is a meter, the regulations published under Section 9 of the Act, it does not meet generally accepted specifications or the specifications as set out in the regulations.
- (11) In addition to subsection (8)(b) the Council or its authorized agent must if the measuring device is found defective –
 - (a) repair the measuring device or install another device which is in good working order, without charge to the consumer, unless the costs thereof are recoverable from the consumer due to a contravention of section 37 (6); and

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(b) determine the quantity of water services for which the consumer will be charged in lieu of the quantity measured by the defective measuring device by taking as basis for such determination, and as the Council or its authorized agent may decide –

- (i) the quantity representing the average monthly consumption of the consumer during the three months preceding the month in respect of which the measurement is disputed and adjusting such quantity in accordance with the degree of error found in the reading of the defective water meter;
- (ii) the average consumption of the consumer during the succeeding three metered periods after the defective water meter has been repaired or replaced; or
- (iii) the consumption of water on the premises recorded for the corresponding period in the previous year.

11. Arrears

11. (1) If a consumer fails to pay the amount/s due and payable on or before the final date for payment, the unpaid amount is in arrears and a final demand notice may be hand delivered or sent, per registered mail, to the most recent recorded address of the consumer, within 7 (seven) working days.

- (2) Failure to deliver or send a final demand notice within 7 (seven) working days does not relieve a consumer from paying such arrears.
- (3) The final demand notice must contain the following statements –
 - (a) the amount in arrears any interest payable; and VAT at ruling rate;
 - (b) that the consumer may conclude an agreement with the Council or its authorized agent for payment of the arrears amount in installments within fourteen (14) days of the date of the final demand notice.
 - (c) That if no such agreement is entered into within the stated period that the water services will be limited and that legal action may be instituted against any consumer for the recovery of any amounts 30 (thirty) days in arrears;
 - (d) That the defaulting consumer's name may be listed with a credit bureau or any other equivalent body as a defaulter;
 - (e) That the account may be handed over to a debit collector or attorney for collection;

- (f) proof of registration, as an indigent consumer, in terms of the Council or its authorized agent's indigent policy must be handed in before the final date of the final demand notice;
 - (g) that an indigent consumer is only entitled to basic water services and that an indigent consumer will be liable for payment in respect of water services used in excess of the quantity of basic services.
- (4) interest may be levied on all arrears at a rate prescribed by the Council or its authorized agent from time-to-time.
- (5) The amount due and payable by a consumer constitutes a consolidated debt, and any payment made by a consumer of an amount less than the total amount due, will be allocated in reduction of the consolidated debt in the following order -
- (a) towards payment of the current account;
 - (b) towards payment of arrears; and
 - (c) towards payment of interest.
- (6) The Council or its authorized agent will, within 7 (seven) working days after the expiry of the 14 (fourteen) days period allowed for payment in terms of the final demand notice -

- (a) limit the provision of water services to the defaulter; and
 - (b) hand deliver or send, per registered mail, to the last recorded address of the consumer, a discontinuation notice informing him or her that the provision of water services will be disconnected within 14 (fourteen) days of the date of the discontinuation notice; if –
 - (i) no payment was received within the allowed period;
 - (ii) no agreement was entered into for the payment of arrears in installments;
 - (iv) no proof of registration as indigent was handed in within the 14 (fourteen) day period allowed; or
 - (iv) no payment was received in accordance with agreement for payment of arrears.
- (7) A discontinuation notice must contain-
- (a) the amount in areas any interest payable; and Vat at ruling rate.
 - (b) A statement that the consumer may conclude an agreement with the Council or its authorized agent for payment of the areas amount in installments, within (fourteen) days of the date of the discontinuation notice;

- (c) that period if no such agreement is entered into within the stated period, the Council or its authorized agent may discontinue the provision of water services with immediate effect, notwithstanding any legal action instituted or in the process of being instituted against the consumer of the recovery of the arrears amount; and
 - (d) proof of registration , as an indigent consumer, in terms of the Council or its authorized agent's indigent policy must be handed in within 14 (fourteen) days of the date of the discontinuation notice.
- (8) The Council or its authorized agent may, within 10 (ten) working days after the expiry of the 14 (fourteen) day period allowed for payment in terms of the discontinuation notice, discontinue water services to the defaulting consumer, if-
- (a) no payment was received within the allowed period;
 - (b) no agreement was entered into for the payment of arrears in installments;
 - (c) no proof of registration as indigent was furnished within 14 (fourteen) day period allowed; or

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-
- (d) no payment received in accordance with an agreement for more than payment of arrears.
- (10) Where an account rendered to a consumer remains outstanding for more than 30 (thirty) days-
- (a) the defaulting consumer's name may be listed with a credit bureau or any other equivalent body as a defaulter, provided that the agreement for the provision of water services provided therefore; and
- (b) may be handed over to a debt collector or an attorney for collection
- (11) A consumer will be for any administration fees, legal costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit.
- (12) Where a body corporate is responsible for the payment of any arrears amount to the Council in respect of a sectional title development the liability of the body corporate shall be extended to the members thereof, jointly and severally.
- (13) No action taken in terms of this due to non-payment will be suspended or withdrawn, unless the arrears, any interest thereon, administration fees, additional charges, legal costs incurred in taking relevant action and any penalties, including the payment of a higher deposit, payable are paid in full.

(14) The Council or its authorized agent will not liable for any loss or damage suffered by a consumer due to his or her water services being disconnected.

(15) An agreement for payment of the arrears amount in installments, entered into after the water services was discontinued, will not result in the water services being restored until the arrears, any interest thereon, administration fees, legal costs incurred in taking relevant action and any penalties, including payment of a higher deposit, are paid in full.

12. Agreement for the Payment of Arrears in Installments

(12) (1) Only consumer with positive proof of identity or a person authorized, in writing, by that consumer, will be allowed to enter into an agreement for the payment of arrears in installments.

(2) The amount due and payable by a consumer constitute a consolidated debt, and any payment made by a consumer of an amount less than the total amount due, will be allocated in reduction of the consolidated debt in the following order-

(a) towards payment of the current account;

(b) towards payment of arrears;

-
- (c) towards payment of interest; and
 - (d) towards legal costs incurred in taking relevant action to collect amounts due and payable.
- (2) A consumer may be required to complete a debit order for the payment of arrears.
 - (3) No agreement for the payment of arrears will be longer than twenty-four months, unless the circumstances referred to in subsection (6) prevail.
 - (4) The Council or its authorized agent may, on an individual basis, allow longer period than thirty-six (36) months for the payment of arrears if special circumstances prevail, that in the Council or its authorized agent warrants such an extension and which the consumer reasonably could not prevent or avoid. Document proof of any special circumstances must be furnished by the consumer on request by the Council or its authorized agent.
 - (5) The Council or its authorized agent may, in exercising his or her discretion under subsection (5) have regard to a consumer's-
 - (a) credit record;
 - (b) consumption;
 - (c) level of service;

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- (c) previous breaches of agreements for the payment of arrears in installments; and
 - (e) any other relevant factors.
- (7) A copy of the agreement will, on request, be made available to the consumer.
- (8) If a consumer fails to comply with an agreement for the payment of arrears in installments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, legal costs incurred in taking relevant action, and penalties, including payment of higher deposit, will be immediately due and payable, without further notice or correspondence.
- (9) If a consumer fails to comply with an agreement for the payment of arrears in installments entered into after receipt of a discontinuation notice, access to services may be discontinued without further notice or correspondence in addition to any other actions taken against or that may be taken against such a consumer.
- (10) No consumer will be allowed to enter into an agreement for the payment of arrears in installments where that consumer failed to honour a previous agreement for the payment of arrears in installments, entered into after the receipt of a discontinuation notice.

CHAPTER 6

TERMINATION, LIMITATION AND DISCONTINUATION OF WATER SERVICES

13. Termination of Agreement for the Provision of water Services

13. (1) A consumer may terminate an agreement for the provision of water services by giving to the Council or its authorized agent not less than thirty (30) working days' notice in writing of his or her intention to do so.
- (2) The Council or its authorized agent may, by notice in writing of not less than thirty (30) working days, advise a consumer of the termination of his or her agreement for the provision of water services if-
- (a) he or she has used the water services during the preceding six months and has not made arrangement to the satisfaction of the Council or its authorized agent for the continuation of the agreement;
 - (b) he or she has failed to comply with the provisions of these bylaws and has failed to rectify such failure to comply on notice in terms of section (23) or to pay tariffs or charges due and payable after the procedure set out in section (11) was applied;

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- (c) in terms of an arrangement made by it with another water services institution to provide water services to the consumer.
 - (3) The council or its authorized agent may, after having given written notice terminate an agreement for services if a consumer has vacated the premises to which such agreement relates.

14. Limitation and/or Discontinuation of Water Services Provided

- 14. (1) The Council or its authorized agent may limit or discontinue water services provided in terms of these by-laws -
 - (a) on failure to pay the prescribed tariffs or charges on the date specified, after the provisions of section 11 were applied;
 - (b) on failure to comply with any other provisions of these by-laws, after notice in terms of section 23 was given;
 - (c) at the written request of a consumer;
 - (d) if the agreement for the provision of services has been terminated in terms of section 13 and it has not received an application for subsequent services to the premises within a period of 90 (ninety) days of such termination;
 - (e) the building on the premises to which services were provided has been demolished;
 - (f) if the consumer has interfered with a limited or discontinued services, or
 - (g) in an emergency.

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- (2) the Council or its authorized agent will not be liable for any damages or claims that may arise from the limitation or discontinuation of water services provided in terms of subsection (1).

15. Restoration of Water Services

When a consumer enters into an agreement for the payment of the arrears amount in installments after the receipt of a final demand notice or a discontinuation notice the water services will be restored to the type of service the consumer elected in terms of the agreement for the provision of water services, within 7 (seven) working days.

CHAPTER 7

COMPLIANCE AND EXPEMPTION PROVISIONS

16. Responsibility for Compliance With These By-Laws

16. (1) The owner of premises is responsible for ensuring compliance with these by-laws in respect of all or any matters relating to any installation.
- (2) the consumer is responsible for compliance with these by laws in respect of matters relating to the use of any installation.

17. Exemption

17. (1) The Council or its authorized agent in writing exempt an owner,

consumer, any other person or category of owners, consumers or other persons from complying with a provision of these by-laws, subject to any conditions it may impose, if it is of the opinion that the application or operation of that provision would be unreasonable, provided that the Council or its authorized agent shall not grant exemption from any section of these by-laws that may result in-

- (a) the wastage or excessive consumption of water;
 - (b) the evasion or avoidance of water restrictions;
 - (c) significant negative effects on public health, safety or the environment;
 - (d) the non-payment for services;
 - (e) the installation of pipes and fittings which are not approved in terms of these bylaws; and
 - (f) the Act, of any regulations made in terms thereof, is not complied with.
- (2) The Council or its authorized agent may any time after giving written notice of at least thirty days, withdraw any exemption given in terms of subsection (1)

18. **Unauthorized Use of Water Services**

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18. (1) No person may gain access to water services from the supply system, sewage disposal system or any other sanitation services unless an agreement has been entered into with the Council or its authorized agent for the rendering of those services,
- (2) The Council or its authorized agent may, irrespective of any other action it may take against such person in terms of these by-laws, by written notice order a person who has gained access to water services from the water supply system, sewage disposal system or any other sanitation services without an agreement with the Council or its authorized agent for the rendering of those services.
- (a) to apply for such services in terms of sections 2 or 3; and
- (b) to undertake such work as may be necessary to ensure that the consumer installation through which access was gained complies with the provisions of these by-laws.
- (3) The provisions of section 23 shall apply to a notice in terms of subsection (2) above.

19. **Change in Purpose for Which Water Services Are Used**

Where the purpose or extent for which water services are used is changed, the consumer must enter into a new agreement with the Council or its authorized agent.

20. **Interference with Water Supply System or Any Sanitation Services**

- 20 (1) No person other than the Council or its authorized agent shall manage, operate or maintain the water supply system or any sanitation system unless authorized by these by-laws or an authorized agent.
- (2) No person other than the Council or its authorized agent shall effect a connection to water supply system or sewage disposal system or render any other sanitation services.

21. **Obstruction of access to water Supply System or Any Sanitation Services**

21. (1) No person shall prevent or restrict physical access to the water supply system or sewage disposal system.
- (2) If a person contravene subsection (1), the Council or its authorized agent may –
- (a) by written notice require such person to restore access at his or her own expense within a specified period; or
- (b) if it is of the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person, without prejudice in any of its rights that it may have in law.

22. Notices and Documents

22. (1) A notice or document issued by the Council or its authorized agent in terms of these by-laws must be deemed to be duly authorized if the authorized agent signs it.
- (2) If a notice or document is to be served on an owner, consumer or any other person in terms of these by-laws such service shall be effective by –
- (a) delivering it to him or her personally or to his or her duly authorized agent;
 - (b) delivering it at his or her residence, village or place of business or employment to a person not less than sixteen years of age and apparently residing or employed there;
 - (c) if he or she has nominated an address for legal purposes, delivering it to such an address;
 - (d) if he or she has not nominated an address for legal purposes delivering it to the address given by him or her in his or her application for the provision of water services, for the reception of an account for the provision of water services;
 - (e) sending by pre-paid registered or certified post addressed to his or her last known address;

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- (f) in the case of legal person, by delivering it at the registered office or business premises of such legal person; or
 - (g) if service cannot be effected in terms of subsections (a) to (f), by affixing it to a principal door of entry to the premises concerned.
- (3) In the case where compliance with a notice is required within a specified number of working days, such period shall be deemed to commence on the date of delivery or sending of such notice.

23. Power to Serve and Compliance With Notices

23. (1) The Council or its authorized agent may, by written notice, order an owner, consumer or any other person who fails, by act or omission, to comply with the provisions of these by-laws or of any condition imposed thereunder to remedy such breach within a period specified in the notice, which period shall not be less than thirty working days.
- (2) If a person fails to comply with a written notice served on him or her by the Council or its authorized agent in terms of these by-laws within the specified period, it may take such action that in its opinion is necessary to ensure compliance, including –

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- (a) undertaking the work necessary itself and recovering the cost of such action or work from that owner, consumer or other person;
 - (b) limiting or discontinuing the provision of services; and
 - (c) instituting legal proceedings.
- (3) A notice in terms of subsection (1) will –
- (a) give details of the provision of the by-laws not complied with;
 - (b) give the owner, consumer or other person a reasonable opportunity to make representations and state his or her case, in writing, to the Council or its authorized agent within a specified period, unless the owner, consumer or other person was given such an opportunity before the notice was issued;
 - (c) specify the steps that the owner, consumer or other person must take the steps specified to rectify such failure; and
 - (d) indicate that the Council or its authorized agent –
 - (i) may undertake such work necessary to rectify the failure to comply if the notice is not complied with and that any costs associated with such work may be

recovered from the owner, consumer or other person;
and

- (ii) may take any other action it deems necessary to ensure compliance.
- (4) In the event of an emergency the Council or its authorized agent may without prior notice undertake the work required by subsection (3) (e) (i) and recover the costs from such person.
- (5) The costs recoverable by the Council or its authorized agent in terms of subsection (3) and (4) is the full cost associated with that work and includes, but is not limited to, any exploratory investigation, surveys plans, specifications, schedules of quantities, supervision, administration charge, the use of tools, the expenditure of labour involved in disturbing or rehabilitation of any part of a street or ground affected by the work and the environmental cost.

24. Power of Entry and Inspection

- 24. (1) A Council or its authorized agent may enter and inspect any premises-
 - (a) for the purposes set out in and in accordance with the provision of section 80 of the Act;

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- (b) for any purpose connected with the implementation or enforcement of these by-laws, at all reasonable times, after having given reasonable written notice of the intention to do so unless it is an emergency situation.

25. False Statements or Information

No person shall make a false statement or furnish false information to the Council or its authorized agent or falsify a document issued in terms of these by-laws.

26. Offences

26. (1) A person who-

- (a) unlawfully and intentionally or negligently interfere with any water services works of the Council or its authorized agent;
- (b) fails to provide information or provide false information reasonably requested by the Council or its authorized agent;
- (c) fails or refuses to give access required by a Council or its authorized agent in terms of section 24;
- (d) obstructs or hinders a Council or its authorized agent in the

exercise of his or her powers performance of his or her functions or duties under these or duties under these by-laws or the provisions of any law;

- (e) contravenes or fails to comply with any conditions imposed upon the granting of any application, consent, approval, concession, exemption or authority in terms of these by-law or
- (f) Fails to comply with the terms of a notice served upon him or her in terms of these by-laws; shall be guilty of an offence and liable on conviction to a fine not exceeding R2 000,00 or in default on payment, to imprisonment for a period not exceeding 4 months, or to both such fine or imprisonment and in the event of a continued offence to a further fine not exceeding R1 000,00 for everyday during the continuance of such offence after a written notice from the Council or its authorized agent has been issued, and in the event of a second offence to a fine not exceeding R4 000,00 or, in default on payment to imprisonment for a period not exceeding 8 months, or to both such fine and imprisonment.

27. Availability of By-Laws

- 27. (1) A copy of these by-laws shall be included in the Council Code as required in terms of legislation.

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- (2) A copy of these by-laws shall be available for inspection at the Council offices or at the offices of its authorized agent at all reasonable times.
 - (3) A copy of these by-laws may be obtained against payment of R10,00 per copy from the Council or its authorized agent.

CHAPTER 8

CONNECTION TO WATER SUPPLY SYSTEM

28. Provision of Connection Pipe

- 28. (1) If an agreement for water supply services in respect of premises has been concluded and no connection pipe exists in respect of the premises, the owner shall make application on the prescribed form and pay the prescribed charge for the installation of such pipe.
- (2) If an application is made for water supply services which are of such an extent or so situated that it is necessary to extend, modify or upgrade the water supply system in order to supply water to the premises, the Council or its authorized agent may agree to the extension subject to such condition as it may impose.

29. Location of Connection Pipe

- 29. (1) A connection pipe provided and installed by the Council or its authorized agent shall-

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- (a) be located in a position agreed to between the owner and the Council or its authorized agent and be of a suitable size as determined by the Council or its authorized agent;
 - (b) terminate at-
 - (i) the boundary of the land owned by or vested in the Council or its agent, or over which it has a servitude or other right; or
 - (ii) the outlet of the water meter if it is situated on the premises; or
 - (iii) the isolating valve if it is situated on the premises,
- (2) In reaching agreement with an owner concerning the location of a connection pipe, the Council or its authorized agent shall ensure that the owner is aware of:
- (a) practical restrictions that may exist regarding the location of a connection pipe;
 - (b) the cost implications of the various locations of the connection pipe;
 - (c) Whether or not the Council or its authorized agent requires the owner to indicate the location of the connection pipe by providing a portion of his or her water installation at or