

STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF ELECTRICITY and/or WATER TO A PREMISES

1. The "Service Provider" hereinafter refers to the company, Nwa Nuku Utility Services, duly registered in accordance with the laws of RSA, with details as set out on the utility account, including its successors in title or permitted assigns, with which the Consumer has an agreement for the supply of the utility services. This is an incidental agreement referring to article 5 of the NCA, 34 of 2005.
2. The Service Provider undertakes to provide the Consumer with a monthly tax invoice on which a detailed account of charges appears.
3. The Service Provider agrees to provide the service subject to availability from, and at a rate as determined by the local Supply Authority, as amended from time to time in accordance with the National Energy Regulator of South Africa (NERSA).
4. The Service Provider operates according to the official by-laws of the Local Supply Authority.
5. The Service Provider supply utility services under the incidental credit section of the NCA.
6. Nwa Nuku Utility Services will accept the installed capacity to the Consumer's premises as the relevant supply size when determining the applicable tariff. It is therefore accepted that the installed supply size is contractually agreed between the Consumer and the Landlord.
7. The Consumer is liable for consumption charges on the premises, according to the meter readings, from the date when consumption commences, until the date of the final meter reading when the Consumer ceases to consume electricity and/or water at the premises. The reading of the electricity and/or water meter shall be proof of the consumption of the premises unless otherwise proved by the Consumer or Service Provider. Written notice must be given to the Service Provider, by the Consumer of his/her intention to vacate the premises 14 days in advance.
8. The Service Provider reserves the right to recover any additional costs from the Consumer as agreed between the Landlord and the Service Provider.
9. The Service Provider is obliged to give prior notification to the Consumer regarding changes in tariff, charges or rates, where such charges are instituted by the Local Authority, the Landlord or the Service Provider.
10. All payments to the Service Provider are due monthly on or before the due date as stipulated on your monthly utility invoice. The Consumer is responsible for using the correct reference number, as it appears on the monthly utility invoice when making payment.
11. Monthly utility invoices serve as notice for payment on the mentioned date. As such the Service Provider is not obliged to carry out additional procedures to request outstanding payments as the utility invoice already contains all the relevant information required.



Cell: +27 76 685 4349
Office: 012 881 8844

info@nwanuku.co.za
<https://nwanuku.co.za>



1085 Francis Baard Street Celtis Plaza
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12. In the event of a dispute on the Consumer's utility invoice, the Consumer is not entitled to defer payment until settlement of the dispute and must continue to settle the due charges in full while the matter is being investigated.

13. The Consumer is not allowed to withhold payments if and when the said Consumer has not received a utility invoice in any predetermined way. The Consumer remains responsible to inform the Service Provider of the non-receipt of a monthly utility invoice, and any updates with regards to new and/or additional contact information to ensure an accurate client profile. A consumer is not indemnified from paying his/her account due to non-receipt of an account. The onus lies with the consumer to ensure that his/her monthly account is paid by the due date.

14. The Service Provider is entitled to terminate supply to the premises, under either of the following conditions:

(a) Non-payment of the utility invoice on the due date

(b) Non-payment or short payment of the required risk deposit

15. The Service Provider will attempt to give the Consumer reasonable notice of impending severance / discontinuance of the service for whatever reason but reserves the right to discontinue services to Consumers who are in default of payments without such prior notice being given.

16. The Service Provider is entitled to charge such fees as may be determined from time to time by the Service Provider for the re-connection / continuance / re-commission of services that may have been discontinued / suspended as a result of default in payment and/or noted illegal re-connections.

17. The Service Provider is entitled to charge a **R25 000.00 (Twenty -Five Thousand Rand)** fee for an electricity and/or water meter that has been bypassed or have been tampered with, in the event of unauthorized reconnection of service the Consumer will be Fine **R1 500.00 (One Thousand Five Hundred Rand)**, Nwa Nuku Utility Service reserves the right to lay criminal charges and the Consumer will be liable for any damages as a result thereof.

18. If the prepaid meter was supplied and installed by Nwa Nuku Utility Service, and it becomes faulty due to technical reasons, a new meter will be installed free of charge, save in the event of the meter becoming faulty or being damaged as a result of tempering, interfering illegal operation, abuse or the use of the meter contrary to the instructions of the manufacturer concerned. In such circumstances, a new meter will be reinstalled by the Nwa Nuku Utility Services but invoice at the full replacement and installation cost thereof which will then payable to Nwa Nuku Utility services by the Owner/Client of the Premises.

19. The Service Provider is also entitled to charge the following: -

☐ A cash deposit fee made at any Financial Institution as per the charges of such a Financial Institution as per their cash deposit fee amounts. These amounts appear with each deposit made at the Financial Institution and will then be added to your account with the Service Provider to the amount as specified on our daily Bank Statement.



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☐ A call-out fee of **R300.00 (Three Hundred Rand)** when electricity has tripped and/or you need any other technical assistance, either with the conventional electricity meter or the prepaid electricity meter. Such amounts will escalate with 10% annually on the 1st of March.

☐ A call-out fee Of **R300.00(Three Hundred Rand)** when a check reading, for either electricity or water, is required. Such amount will escalate with 10% annually on the first Of March.

20. The Service Provider is entitled to reasonable access to the premises for the connection / disconnection of services, inspections, maintenance or repairs.

21. The Service Provider is not in any way obliged or indebted to provide any services of any kind to the Consumer, other than those services for which the agreement provides.

22. The Service Provider is not responsible for any damage to property, injury or loss of life that happens in, on, around or as a result of any electrical installation on the premises.

23. An initial deposit as determined by the Service Provider, is payable before any service will be rendered. Deposits are non-interest bearing and are subject to revision. Deposits are refundable within 45 days after written notification for the cancellation of this application and providing that the balance of the final account is paid in full.

24. In the event of the Consumer falling into arrears for period of 7 (seven) days, after the due date of payment for an invoice has been reached, the Service Provider is entitled to disconnect services immediately and without notice.

25. The Service Provider is entitled to charge interest at a rate of 2% per month on all accounts that are in arrears.

26. This agreement is the only agreement between the Service Provider and the Consumer and replaces all previous agreements, whether in writing or verbal. No changes to this agreement will be valid unless reduced to writing and signed by both parties.

27. Should the Consumer contravene any terms or conditions contained in this agreement or neglect to pay any amount by the due date, the Service Provider is entitled to cancel the agreement summarily and without prior notice and to claim damages, alternatively specific compliance and damages, without relegating any other remedy available to the Service Provider.

28. "POPI ACT" means the Protection of Personal Information Act, No. 4 Of 2013.



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29. The Consumer is hereby notified that its personal information and, if applicable, that of its representative/s and other parties provided to NWA NUKU Utility herein or otherwise, will be collected and processed by NWA-NUKU GROUP as envisaged in the POPI Act, primarily for the purposes of enabling NWA-NUKU GROUP to consider the Consumer application to conclude agreements with NWA-NUKU Utility in respect of the service rendering.

30. The Consumer accepts the conditions set out in the local by -laws and regulations governing the control of the supply of electricity and water, as if specifically incorporated herein.

31. The Consumer and the Service Provider both agree to the jurisdiction of the Magistrate's Court.

32. The Consumer elects the address for which application has been made as his domicillium citandi et executandi unless otherwise elected.

33. The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.



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