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ZULULAND DISTRICT MUNICIPALITY

YEAR 2017/2018

CREDIT CONTROL AND TARIFF POLICIES

STATUS: REVIEW



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TARIFF AND CREDIT CONTROL POLICY**Arrangement of sections**

CHAPTER I: General provisions	1
Part 1: Definitions	1
Part 2: General policy statements.	4
Part 3: Application for water services	4
Part 4: Tariffs and charges	5
Prescribed tariffs and charges for water services	5
Fixed charges for water services	6
Part 5: Payment	6
Payment of deposit	6
Payment for water services provided	7
Part 6: Accounts	8
Rendering of Accounts	8
Queries or complaints in respect of account	9
Appeals against finding of municipality or its authorised agent in respect of queries or complaints	9
Arrears	10
Agreement for the payment of arrears in instalments	13
Part 7: Tampering	14

CHAPTER I: General provisions

Part 1: Definitions

(1) In these regulations, unless the context otherwise indicates -

“Act” means the Water Services Act, 1997 (Act No. 108 of 1997), as amended from time to time;

"approved" means approved by an authorised officer;

"authorised agent" means a person authorised by the municipality to perform any act, function or duty in terms of, or exercise any power under, these bylaws;

"connecting point" means the point at which the drainage installation joins the connecting sewer;

"consumer" means –

- (a) any occupier of any premises to which or on which the municipality or its authorised agent has agreed to provide water services or is actually providing water services, or if there be no occupier, then any person who has entered into a current agreement with the municipality or its authorised agent for the provision of water services to or on such premises, or, if there be no such person, then the owner of the premises; provided that where water services is provided through a single connection to a number of occupiers, it shall mean the occupier, or person, to whom the municipality or its authorised agent has agreed to provide water services; or
- (b) person that obtains access to water services are provided through a communal water services work;

“measuring device” means any method, procedure, process or device, apparatus, installation that enables the quantity of water services provided to be quantified and includes a method, procedure or process whereby quantity is estimated or assumed;

“meter” means a water meter as defined by the Regulations published in terms of the Trade Metrology Act, 1973 (Act No. 77 of 1973), or, in the case

of water meters of size greater than 100 mm, a device which measures the quantity of water passing through it;

"municipality" means the water services authority as defined in the Act;

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

"owner" means -

(a) the person in whom from time to time is vested the legal title to premises;

(b) in a case where the person in whom the legal title to premises is vested is insolvent or dead, or is under any form of legal disability whatsoever, the person in whom the administration and control of such premises is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative;

(c) in any case where the municipality or its authorised agent is unable to determine the identity of such person, a person who is entitled to the benefit of the use of such premises or a building or buildings thereon;

(d) in the case of premises for which a lease agreement of 30 years or longer has been entered into, the lessee thereof;

(e) in relation to -

(i) a piece of land delineated on a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), the developer or the body corporate in respect of the common property, or

(ii) a section as defined in the Sectional Titles Act, 1986 (Act No. 95 of 1986), the person in whose name such section is registered under a sectional title deed and includes the lawfully appointed agent of such a person;

"person" means any natural person, local government body or like authority, a company incorporated under any law, a body of persons whether incorporated or not, a statutory body, public utility body, voluntary association or trust;

"premises" means any piece of land, the external surface boundaries of which are delineated on -

(a) a general plan or diagram registered in terms of the Land Survey Act, 1927 (Act No. 9 of 1927), or in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937); or

(b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986);

(c) a register held by a tribal authority;

"prescribed tariff

or charge" means a charge prescribed by the municipality;

"public notice" means a notice in a newspaper in at least two of the official languages in general use within the Province or area in question, and, where possible, the notice shall be published in a newspaper appearing predominantly in the language utilised in the publication of the notice;

"public water" means any river, watercourse, bay, estuary, the sea and any other water to which the public has the right of use or to which the public has the right of access;

"sanitation services" has the same meaning assigned to it in terms of the Act and includes for purposes of these bylaws water for industrial purposes and the disposal of industrial effluent;

"sewage" means waste water, industrial effluent, standard domestic effluent and other liquid waste, either separately or in combination, but shall not include stormwater;

"trade premises" means premises upon which industrial effluent is produced;

"water installation" means the pipes and water fittings which are situated on any premises and vested in the owner thereof and used or intended to be used in connection with the use of water on such premises, and includes a pipe and water fitting situated outside the boundary of the premises, which either connects to the connection pipe relating to such premises or is otherwise laid with the permission of the municipality or its authorised agent;

"water services" has the same meaning assigned to it in terms of the Act and includes for purposes of these bylaws water for industrial purposes and the disposal of industrial effluent;

"water supply services" has the same meaning assigned to it in terms of the Act and includes for purposes of these bylaws water for industrial purposes and the disposal of industrial effluent;

"water supply system" means the structures, aqueducts, pipes, valves, pumps, meters or other apparatus relating thereto which are vested in the municipality or its authorised agent and are used or intended to be used by it in connection with the supply of water, and includes any part of the system;

"working day" means a day other than a Saturday, Sunday or public holiday.

Any word or expression used in these bylaws to which a meaning has been assigned in –

- (a) the Act will bear that meaning; and
- (b) the National Building Regulations and Building Standards Act, 1997 (Act No. 103 of 1977), the Building Regulations

will in respect of Chapter III bear that meaning, unless the context indicates otherwise.

Any reference in Chapter I of these bylaws to water services or services must be interpreted as referring to water supply services or sanitation services depending on the services to which is applicable.

Part 2: General policy statements.

2.1 Council undertakes to correctly and regular interval bill the inhabitants of the town for water, sewerage and other municipal services supplied to the inhabitants by the District Municipality.

2.2 Council undertakes to ensure that the consolidated accounts are posted/hand delivered to the respective consumers, to reach the consumers before due date printed on the account.

2.3 Council expects from the consumer to pay, in full, the account rendered on or before the due date. Failure to comply with result in debt collection actions instituted against the consumer in default.

2.4 Before being provided with water, sewerage and or other consumer services the consumer must sign a supply agreement in which inter alia the consumer agrees that the water payment system may be used for the collection of arrears sewerage and other service charges.

2.5 The income budget will be based on potential income with the provision that a percentage contribution out of income towards a bad debt provision will be included in the budget.

2.6 The level of bad debt reserve be determined by the accounting officer as per the set accounting policies and funded from unappropriated surpluses.

Part 3: Application for water services

3.1. No person shall gain access to water services from the water supply system, sewage disposal system or through any other sanitation services unless he or she has applied to the municipality or its authorised agent on the prescribed form for such services for a specific purpose and to which such application has been agreed.

3.2. An application agreed to by the municipality or its authorised agent shall constitute an agreement between the municipality or its authorised agent and the applicant, and such agreement shall take effect on the date referred to or stipulated in such agreement.

3.3. A consumer shall be liable for all the prescribed tariffs and / or charges in respect of water services rendered to him or her until the agreement has been terminated in accordance with these bylaws or until such time as any arrears have been paid.

3.4. In preparing an application form for water services the municipality or its authorised agent will ensure that the document and the process of interaction with the owner, consumer or any other person making application are understood by that owner, consumer or other person. In the case of illiterate or similarly disadvantaged persons, the municipality or its authorised agent will take reasonable steps to ensure that the person is aware of and understands the contents of the application form.

3.5. An application form will require at least the following minimum information

-
- (a) certification by an authorised agent that the applicant is aware of and understands the contents of the form;
- (b) acceptance by the consumer of the provisions of the bylaws and acceptance of liability for the cost of water services rendered until the agreement is terminated or until such time as any arrears have been paid;
- (c) Name of consumer;
- (d) address or stand number of premises to or on which water services are to be rendered or the communal water services work where water services will be used;
- (e) address where accounts will be sent;
- (f) source of income of the applicant;
- (g) name and address of the applicant's employer, where appropriate;
- (h) if water will be supplied, the purpose for which the water is to be used; and
- (i) the agreed date on which the provision of water services will commence.

3.6. Water services rendered to a consumer are subject to the provisions of the Water Services Bylaws and the conditions contained in the relevant agreement.

3.7. The municipality will not approve any application for water service account by the tenant, renter, or boarder. Only account applications by the property owners will be given consideration. Only the Accounting Officer or his delegate may authorise opening an account for a tenant.

Part 4: Tariffs and charges

Prescribed tariffs and charges for water services

4.1. All tariffs and or charges payable in respect of water services rendered by the municipality or its authorised agent in terms of these bylaws, including but not limited to the payment of connection charges, fixed charges or any additional charges or interest in respect of failure to pay such tariffs or charges on the specified date will be set by the municipality – by a resolution passed by the Council;

in accordance with –

- (i) its tariff policy;
- (ii) any bylaws in respect thereof; and
- (iii) any regulations in terms of Section (10) of the Act.

Fixed charges for water services

4.2. The municipality may, in addition to the tariffs or charges prescribed for water services actually provided, levy a monthly fixed charge, annual fixed charge or once-off fixed charge in respect of the provision of water services in accordance with –

- (a) its tariff policy;
- (b) any bylaws in respect thereof; and
- (c) any regulations in terms of Section (10) of the Act.

4.3. Where a fixed charge is levied in terms of Sub-Section (1), it shall be payable by every owner or consumer in respect of water services provided by the municipality or its authorised agent to him, her or it, whether or not water services are used by him, her or it.

Part 5: Payment

Payment of deposit

5.1. Every consumer must on application for the provision of water services and before such water services will be provided by the municipality or its authorised agent, deposit with the municipality or its authorised agent a sum of money equal to the estimated tariff and or charge for an average month's water services as determined by the municipality or its authorised agent except in the case of a pre-payment measuring device being used by the municipality or its authorised agent.

5.2. The municipality or its authorised agent may require a consumer to whom services are provided and who was not previously required to pay a deposit, for whatever reason, to pay a deposit on request, within a specified period.

5.3. The municipality or its authorised agent may from time to time review the sum of money deposited by a consumer in terms of Sub-Section (1) and, in accordance with such review -

- (a) require that an additional amount be deposited by the consumer;
or
- (b) refund to the consumer such amount as may be held by the municipality or its authorised agent in excess of the reviewed deposit.

5.4. Subject to Sub-Section (5), an amount deposited with the municipality or its authorised agent in terms of Sub-Sections (1) or (2) shall not be regarded as being in payment or part payment of an account due for water services rendered.

5.4. If, upon the termination of the agreement for the provision of water services, an amount remains due to the municipality or its authorised agent in respect of water services rendered to the consumer, the municipality or its authorised agent may apply the deposit in payment or part payment of the outstanding amount and refund any balance to the consumer.

5.6. No interest shall be payable by the municipality or its authorised agent on the amount of a deposit held by it in terms of this Section.

5.7. An agreement for the provision of water services may contain a condition that a deposit shall be forfeited to the municipality or its authorised agent if it has not been claimed within twelve months of the termination of the agreement.

Payment for water services provided

5.8. Water services provided by the municipality or its authorised agent to a consumer shall be paid for by the consumer at the prescribed tariff or charge set in accordance with Sections (4) and (5), for the particular category of water services provided.

5.9. A consumer shall be responsible for payment for all water services provided to the consumer from the date of an agreement until the date of termination thereof.

5.10. The municipality or its authorised agent may estimate the quantity of water services provided in respect of a period or periods within the interval between successive measurements and may render an account to a consumer for the services so estimated.

5.11. If a consumer uses water supply services for a category of use other than that for which it is provided by the municipality or its authorised agent in terms of an agreement and as a consequence is charged at a rate lower than the rate which should have been charged, the Municipality or its authorised agent may make an adjustment of the amount charged in accordance with the rate which should have been charged and recover from the consumer the tariffs and charges payable in accordance with such adjustment.

5.12. If amendments to the prescribed tariffs or charges for water services provided become operative on a date between measurements for the purpose of rendering an account in respect of the tariffs or charges -

(a) it shall be deemed that the same quantity of water services was provided in each period of twenty-four hours during the interval between the measurements; and

(b) any fixed charge shall be calculated on a pro rata basis in accordance with the charge that applied immediately before such amendment and such amended charge.

5.13. A consumer must pay his or her or its account at an approved agent of the municipality or its authorised agent. A consumer shall remain liable for the

payment of an account not paid with the municipality, its authorised agent or approved agent.

5.14. A municipality or its authorised agent must inform a consumer as to who the approved agents for payment of accounts are.

Part 6: Accounts

Rendering of Accounts

6.1. Monthly accounts will be rendered to consumers for the amount due and payable, at the address last recorded with the municipality or its authorised agent.

6.2. Failure by the municipality or its authorised agent to render an account does not relieve a consumer of the obligation to pay any amount due and payable.

6.3. An account rendered by the municipality or its authorised agent for water services provided to a consumer shall be paid not later than the last date for payment specified in such account, which date will be at least twenty one days after the date of the account.

6.4. If payment of an account is received after the date referred to in Sub-Section (3), a late payment charge or interest as may be prescribed must be paid by the consumer to the municipality or its authorised agent.

6.5. Accounts will –

(a) show the following –

(i) the consumption or estimated consumption or assumed consumption as determined for the measuring and / or consumption period;

(ii) the measuring or consumption period;

(iii) the applicable tariff;

(iv) the amount due in terms of the consumption;

(v) the amount due and payable for any other service rendered by the municipality or its authorised agent;

(vi) the amount in arrears, if any;

(vii) the interest payable on any arrears, if any;

(viii) the final date for payment;

(ix) the methods, places and approved agents where payment may be made; and

(b) state that –

(i) the consumer may conclude an agreement with the municipality or its authorised agent for payment of the arrears amount in instalments, at the municipality or its authorised agent's offices before the final date for payment, if a consumer is unable to pay the full amount due and payable;

(ii) if no such agreement is entered into the municipality or its authorised agent will limit the water services after sending a final demand notice to the consumer;

- (iii) legal action may be instituted against any consumer for the recovery of any amount 60 (sixty) days in arrears;
- (iv) the defaulting consumer's name may be listed with a credit bureau or any other equivalent body as a defaulter;
- (v) the account may be handed over to a debt collector for collection;
- (vi) proof of registration, as an indigent consumer, in terms of the municipality or its authorised agent's indigent policy must be handed in before the final date for payment; and
- (vii) 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.

Queries or complaints in respect of account

6.6. A consumer may lodge a query or complaint in respect of the accuracy of the amount due and payable in terms of an account rendered to him, her or it.

6.7. A query or complaint must be lodged with the municipality or its authorised agent before or on the due date for payment of the account or as soon as reasonably possible thereafter.

6.8. Where a query or complaint is lodged after the due date of the account queried or complained about, such query or complaint must be accompanied by the payment of at least an amount equal to the average amount that was due and payable during the preceding three months.

6.9. The municipality or its authorised agent will register the query or complaint and provide the consumer with a reference number.

- 6.10. The municipality or its authorised agent shall –
- (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.

Appeals against finding of municipality or its authorised agent in respect of queries or complaints

6.11. A consumer may in writing appeal against a finding of the municipality or its authorised agent in Section 9.

6.12. An appeal and request in terms of Sub-Section (1) must be made in writing and lodged with the municipality or its authorised 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;
- (b) lodge the appeal with the municipality or its authorised agent within 14 (fourteen) days after the receipt of the account in question; and
- (c) be accompanied by any deposit determined for the testing of a measuring device, if applicable.

6.13 The municipality or its authorised agent may on appeal by a consumer request him, her or it to pay the full amount due and payable in terms of the account appealed against.

6.14 The consumer is liable for all other amounts, other than that appealed against, falling due and payable during the adjudication of the appeal.

6.15. An appeal must be decided by the municipality or its authorised agent 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.

6.16 The decision of the municipality or its authorised agent is final and the consumer must pay any amounts due and payable in terms of the decision within 14 (fourteen) days of him, her or it being informed of the outcome of the appeal. The final demand notices will not be sent out to domestic consumers due to the fact that the statement/tax invoice has a standing message as follows:

DISCONNECTION

The consumer may conclude an agreement with the municipality to settle an amount sixty (60) days in arrears. The supply of services may be disconnected if no such agreement concluded and legal action may be instituted. The defaulting consumer may be listed with credit bureau and the account may be handed over to a debt collector.

Only businesses, government, churches final demand notices will be sent out

6.17. The municipality or its authorised agent may condone the late lodging of appeals or other procedural irregularities.

6.18. If it is alleged in an appeal that a measuring device is inaccurate, the device must be subjected to the test in accordance with the Water Services Bylaws, and the outcome will be dealt with in accordance with the Water Services Bylaws

Arrears

6.19. 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.

6.20. Failure to deliver or send a final demand notice within 7 (seven) working days does not relieve a consumer from paying such arrears.

6.21. The final demand notice must contain the following statements –
(a) the amount in arrears and any interest payable;

- (b) that the consumer may conclude an agreement with the municipality or its authorised agent for payment of the arrears amount in installments within 14 (fourteen) 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 60 (sixty) 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 debt collector for collection;
- (f) proof of registration, as an indigent consumer, in terms of the municipality or its authorised 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.

6.22. Interest may be levied on all arrears at a rate prescribed by the municipality or its authorised agent from time to time.

6.23. 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.

6.24. The municipality or its authorised agent will, within 7 (seven) working days after the expiry of the 14 (fourteen) day 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, her or it 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;
- (iii) 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 an agreement for payment of arrears.

6.25. A discontinuation notice must contain –

- (a) the amount in arrears and any interest payable;

- (b) a statement that the consumer may conclude an agreement with the municipality or its authorised agent for payment of the arrears amount in instalments, within 14 (fourteen) days of the date of the discontinuation notice;
- (c) that if no such agreement is entered into within the stated period, the municipality or its authorised 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 for the recovery of the arrears amount; and
- (d) proof of registration, as an indigent consumer, in terms of the municipality or its authorised agent's indigent policy must be handed in within 14 (fourteen) days of the date of the discontinuation notice.

6.26. The municipality or its authorised 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 instalments;
- (c) no proof of registration as indigent was furnished within the 14 (fourteen) day period allowed; or
- (d) no payment was received in accordance with an agreement for payment of arrears.

6.27. Where an account rendered to a consumer remains outstanding for more than 60 (sixty) 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.

6.28. A consumer will be liable for any administration fees, costs incurred in taking action for the recovery of arrears and any penalties, including the payment of a higher deposit.

6.29. Where a body corporate is responsible for the payment of any arrears amount to the municipality in respect of a sectional title development the liability of the body corporate shall be extended to the members thereof, jointly and severably.

6.30. No action taken in terms of this section due to non-payment will be suspended or withdrawn, unless the arrears, any interest thereon, administration fees, additional charges, costs incurred in taking relevant action and any penalties, including the payment of a higher deposit, payable are paid in full.

6.31. The municipality or its authorised agent will not be liable for any loss or damage suffered by a consumer due to his, her or its water services being disconnected.

6.32. An agreement for payment of the arrears amount in instalments, 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, costs incurred in taking relevant action and any penalties, including payment of a higher deposit, are paid in full.

6.33. However, the Accounting Officer or his delegate has discretion to deviate from the above mentioned control based on the merits of each case.

Agreement for the payment of arrears in instalments

6.34. Only a consumer with positive proof of identity or a person authorised, in writing, by that consumer, will be allowed to enter into an agreement for the payment of arrears in instalments.

6.35. 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;
- (c) towards payment of interest; and
- (d) towards costs incurred in taking relevant action to collect amounts due and payable.

6.36. A consumer may be required to complete a debit order for the payment of arrears.

6.37. No agreement for the payment of arrears will be longer than twenty-four months, unless the circumstances referred to in Sub-Section (5) prevail.

6.38. The municipality or its authorised agent may, on an individual basis, allow a longer period than thirty-six months for the payment of arrears if special circumstances prevail, that in the opinion of the municipality or its authorised agent warrants such an extension and which the consumer reasonably could not prevent or avoid. Documentary proof of any special circumstances must be furnished by the consumer on request by the municipality or its authorised agent.

6.39. The municipality or its authorised agent may, in exercising his or her discretion under Sub-Section (5) have regard to a consumer's–

- (a) credit record;
- (b) consumption;
- (c) level of service;
- (d) previous breaches of agreements for the payment of arrears in instalments; and
- (e) any other relevant factors.

6.40. A copy of the agreement will, on request, be made available to the consumer.

6.41. If a consumer fails to comply with an agreement for the payment of arrears in instalments, the total of all outstanding amounts, including the arrears, any interest thereon, administration fees, costs incurred in taking relevant action, and penalties, including payment of a higher deposit, will be immediately due and payable, without further notice or correspondence.

6.42. If a consumer fails to comply with an agreement for the payment of arrears in instalments 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.

6.43. No consumer will be allowed to enter into an agreement for the payment of arrears in instalments where that consumer failed to honour a previous agreement for the payment of arrears in instalments, entered into after the receipt of a discontinuation notice.

Part 7: Tampering

7.1. Where a water supply is found to be tampered with or bypassed, the water supply will be disconnected in such a way that no further water consumption at the premises is possible in anyway whatsoever. The applicable tampering fee will be applied accordingly.

7.2 A written notice will be served on the consumer, stating the intention of the district municipality, to disconnect the water supply within a set number of days as determined by legislation.

7.3. Tamperers will be dealt with in the following manner:

7.3.1. First tampering Offence

- (a) Isolate supply at point of supply.
- (b) Notify the occupier by letter of the action to isolate and to pay the applicable re-commissioning fee as determined in the schedule of tariffs for a first offence plus the calculated services consumed.
- (c) A service to be re-instated after the required amount has been paid.

7.3.2. Second tampering offence

- (a) Remove the service supply including pipes and meter.
- (b) Notify the occupier of the action to remove services and of any outstanding fees and calculated consumption due and if the money due has not been paid by a specific date and time, the matter will be handed over to debt collection specialists.

7.4 Notify the owner that the service supply has been removed and that a new supply will only be installed when the following conditions have been met.

- (a) The occupier is not the defaulter or alternatively satisfactory proof is given that the defaulter has been rehabilitated.
- (b) The fee for a new connection including the pipe cost as well as all service consumption and all other outstanding amounts have been paid.

7.5. Services to be re-instated after the required amount has been paid.

7.6. Re-connection fees are annually determined during the budget process.

7.7. The tampering fee together with the outstanding service account to be paid in full before the supply will be re-instated.

7.8. Council reserves the right to enforce any other rights given to Council by the Water Act, and bylaws.