

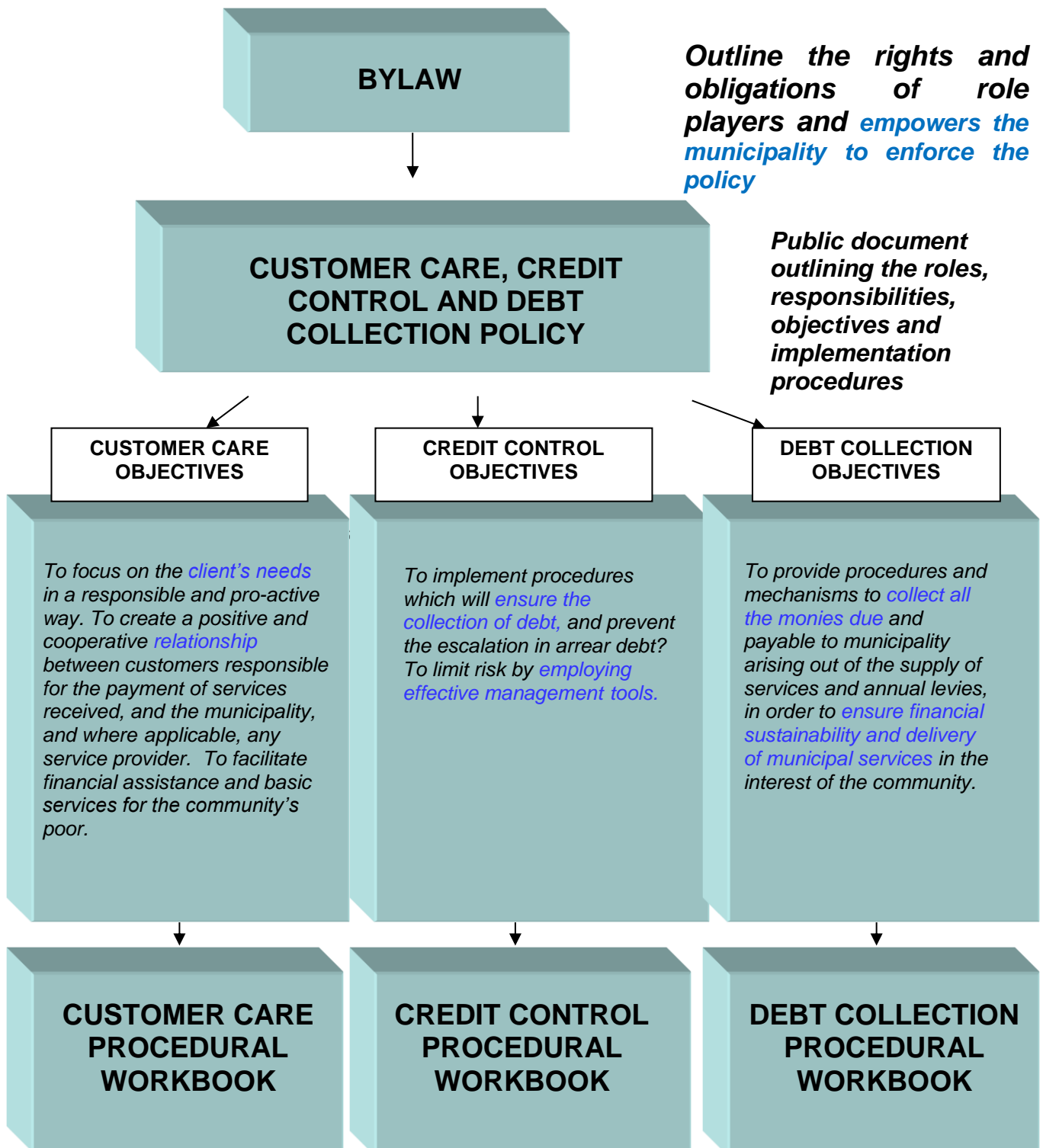


NDLAMBE LOCAL MUNICIPALITY

CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION POLICY

2019/2020

ROADMAP TO CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION



Guidelines for official use and practises for implementation of the policy.

P R E A M B L E

WHEREAS section 96 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) requires a municipality to adopt, maintain and implement a credit control-, debt collection and customer care policy;

AND WHEREAS section 97 of the Systems Act prescribes what such policy must provide for;

NOW THEREFORE the Municipal Council of the Local Municipality of Ndlambe adopts the policy as set out in this document.

TABLE OF CONTENTS

	PAGE	
1	DEFINITIONS	6
2	PRINCIPLES	9
3	DUTIES AND FUNCTIONS	10
3.1	Duties And Functions Of Council	10
3.2	Duties and functions of the Mayor and Executive Committee	11
3.3	Duties and functions of the Municipal Manager	12
3.4	Duties and functions of Communities, ratepayers and residents	13
3.5	Duties and functions of Councillors	13
4	PERFORMANCE EVALUATION	13
4.1	Income Collection Targets	13
4.2	Customer Service Targets	14
4.3	Administrative Performance	14
5	REPORTING	14
6	CUSTOMER CARE SECTION	15
6.1	Objectives	15
6.2	Communication and feedback	15
6.3	Handling of Complaints	16
6.4	Accounts and billing	17
6.5	Metering	18
6.6	Payment facilities and methods	18
6.7	Enquiries, appeals and service complaints	19
6.8	Customer Categories	20
6.9	Priority Customer Management	20
6.10	Customer assistance programmes	21
6.11	Arrangements for settlements	21

6.12	Property Rates Cycle and Instalments	22
6.13	Indigent Subsidy	22
6.14	Free Basic Services	22
7	CREDIT CONTROL SECTION	23
7.1	Objectives	23
7.2	Service application and agreements	23
7.3	Customer screening and securities	23
7.4	Right of access to premises	25
7.5	Personal contact	25
7.6	Interruption of service	26
7.7	Assessment Rates/Consolidated Account	26
7.8	Building Plans	27
7.9	The Pre-payment System	27
7.10	Incentive for prompt payments	27
7.11	Interest	28
7.12	Theft and fraud	28
7.13	Staff and Councillors arrears	29
7.14	Rates	29
8	DEBT COLLECTION SECTION	29
8.1	Objective	29
8.2	Legal Process / Use of attorneys / Use of credit bureaus	30
8.3	Cost of collection	31
8.4	Abandonment of Claims	31
	ANNEXURE A - Arrangements	32
	ANNEXURE B – Income Collection Targets	37

1. **DEFINITIONS**

For the purpose of this policy, the wording or any expression used has the same meaning as contained in the Act, except where clearly indicated otherwise and means the following:

“Act”

The Local Government: Municipal Systems Act, 2000 (Act No 32 of 2000) as amended from time to time;

“Authorized Representative”

the person or institution legally appointed by the Council to act or to fulfil a duty on its behalf;

“Chief Financial Officer”

the person appointed by Council to administer its finances;

“Council”

the municipal council of the Local Municipality of Ndlambe;

“ consumer categories”

for the purpose of this policy, refer to different groups of consumers with similar consumption patterns like for example residential, business, agriculture, etc.

“customer”

any occupier and/or owner 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”

a person who owes money to the municipality after the due date has expired;

“equipment”

a building or other structure, pipe, pump, wire, cable, meter, engine or any accessories;

“interest”

a charge levied with the same legal priority as service fees and calculated at a rate determined by council from time to time on arrear monies;

“MFMA”

The Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) as amended from time to time;

“municipality”

includes a municipality referred to in section 155 (6) of the Constitution;

“municipal account”

an account rendered specifying charges for services provided by the municipality, or any authorised and contracted service provider, and/or assessment rates levies;

“Municipal Manager”

the person appointed as Municipal Manager in terms of section 82 of the Local Government: Structures Act, 1998, (Act 117 of 1998) and include any person acting in that position or to whom authority was delegated;

“municipal services”

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”

any person who occupies any property or part thereof, without taking cognisance of the title in which he or she occupies the property,

“owner” –

- (a) the person in whose name the property is legally vested;
- (b) in the case where the person in whose name the property is vested, is insolvent or deceased, or is disqualified in terms of any legal action, the person who is responsible for administration or control of the property as curator, trustee, executor, administrator, legal manager, liquidator, or any other legal representative;

- (c) in the case where the council are unable to establish the identity of such person, the person who are entitled to derive benefit from the property or any buildings thereon;
- (d) in the case of a lease agreement in excess of 30 years was entered into, then the lessee;
- (e) regarding:
 - (i) a portion of land allotted on a sectional title plan and which is registered in terms of the Sectional Title Act, 1986 (Act 95 van 1986), without limiting it to the developer or managing body to the communal property;
 - (ii) 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;
- (f) any legal entity including but not limited to :
 - (i) a company registered in terms of the Companies Act, 1973 (Act 61 of 1973), a trust *inter vivos*, trust *mortis causa*, a closed corporation registered in terms of the Close Corporation Act, 1984 (Act 69 of 1984), and any voluntary organisation;
 - (ii) any provincial or national government department or local authority;
 - (iii) any council or management body established in terms of any legal framework applicable to the Republic of South Africa; and
 - (iv) any embassy or other foreign entity.

“property”

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

2. PRINCIPLES

In the execution of its customer care, credit control and debt collection policy the municipality will apply the following principles:

- 2.1. The administrative integrity of the municipality will be maintained at all costs meaning that democratically elected councillors are responsible for the adoption of the policy, while the Municipal Manager must execute the policy.
- 2.2. All customers must complete an official application form, formally requesting the municipality to connect them to service supply lines.
- 2.3. Changes to legislation, by-laws and policies may require existing customers to complete new application forms.
- 2.4. A copy of the application form, conditions of services and extracts of the customer care, credit control and debt collection policy and by-law must be handed to every customer on request at such fees as may be prescribed.
- 2.5. Billing is to be accurate, timeous and understandable.
- 2.6. The customer is entitled to:
 - 2.6.1. reasonable access to pay points;
 - 2.6.2. a variety of reliable payment methods; and
 - 2.6.3. an efficient, effective and reasonable response to appeals, and should suffer no disadvantage during the processing of such an appeal.
- 2.7. Enforcement of payment must be prompt, consistent and effective.
- 2.8. Unauthorised consumption, illegal connection, the tampering with or theft of meters, service supply equipment and the reticulation network and any fraudulent activity in connection with the provision of municipal services will lead to disconnections, penalties, loss of rights and criminal prosecutions.
- 2.9. Incentives and disincentives may be used in collection procedures.
- 2.10. The collection process must be cost-effective.
- 2.11. The Mayor and Executive Committee must report the customer care, credit control and debt collection performance results, regularly and efficiently to Council.
- 2.12. Application forms will be used to, *inter alia*, categorise customers according to credit risk and to determine relevant levels of services and deposits required.

- 2.13. Targets for performance in both customer service, credit control and debt collection will be set and pursued and remedies implemented for non-performance.
- 2.14. Where practically possible, customer care, credit control and debt collection should be handled independently and the organisational structure will reflect the separate functions.

3. DUTIES AND FUNCTIONS

The following responsibilities, duties and functions are assigned to the under mentioned role players relating to the management, control and implementation of customer care, credit control and debt collection:

3.1. Duties and Functions of Council

- 3.1.1. To approve a budget consistent with the needs of communities, ratepayers and residents.
- 3.1.2. To impose service charges, rates on property and other taxes, levies and duties to finance the budget.
- 3.1.3. To source and provide sufficient funds to give access to basic services for the poor.
- 3.1.4. To provide for a bad debt provision, in line with the payment record of the community, ratepayers and residents, as reflected in the financial statements of the municipality and according to the Bad Debt Policy of the Council.
- 3.1.5. To set improvement targets for customer care, credit control and debt collection, in line with acceptable standards and the ability of the implementing authority.
- 3.1.6. To approve a reporting framework for customer care, credit control and debt collection.
- 3.1.7. To consider and approve a by-law to give effect to the policy.
- 3.1.8. To establish a supervisory authority to monitor the performance of the Municipal Manager regarding to customer care, credit control and debt collection.

- 3.1.9. To revise the budget in terms of section 28 of the MFMA, should the targets for customer care, credit control and debt collection not be met.
- 3.1.10. To take disciplinary and/or legal action against councillors, officials and agents who do not execute the policy and by-law or act improperly in terms thereof.
- 3.1.11. To delegate the required authorities to monitor and execute the customer care, credit control and debt collection policy to the Mayor, Municipal Manager and Service Providers respectively.
- 3.1.12. To provide sufficient capacity in the Finance Directorate to execute customer care, credit control and debt collection or alternatively appoint service providers, or debt collection agents.
- 3.1.13. To provide funds for the training of staff.

3.2. *Duties and functions of the Mayor and Executive Committee*

- 3.2.1. To ensure that the budget, cash flow and targets for customer care, credit control and debt collection are met.
- 3.2.2. To monitor the performance of the Municipal Manager in implementing the policy and by-law.
- 3.2.3. To review and evaluate the policy and by-laws in order to improve the efficiency of customer care, credit control and debt collection procedures, mechanisms and processes.
- 3.2.4. To report to Council.

3.3. *Duties and functions of the Municipal Manager*

- 3.3.1. To implement a customer care management system.
- 3.3.2. To implement the customer care, credit control and debt collection policy and by-law.
- 3.3.3. To install and maintain an appropriate accounting system.
- 3.3.4. To bill customers.
- 3.3.5. To demand payment on due dates.
- 3.3.6. To raise penalties for defaults.
- 3.3.7. To appropriate payments received.

- 3.3.8. To collect outstanding debt.
- 3.3.9. To provide different payment methods.
- 3.3.10. To determine customer care, credit control and debt collection measures.
- 3.3.11. To determine relevant work procedures for, inter alia, public relations, reminders, final demands, arrangements, disconnection of services, summonses, judgements and write-off of debts.
- 3.3.12. To instruct attorneys to proceed with the execution of judgements obtained.
- 3.3.13. To set performance targets for staff.
- 3.3.14. To appoint staff to execute the policy and by-law.
- 3.3.15. To delegate certain functions to heads of departments.
- 3.3.16. To determine control procedures.
- 3.3.17. To monitor contracts with service providers in connection with credit control and debt collection.
- 3.3.18. To report to the Mayor and Executive Committee.

3.4. *Duties and functions of communities, ratepayers and residents*

- 3.4.1. To fulfil certain responsibilities, as brought about by the privilege and or right to use and enjoy public facilities and municipal services.
- 3.4.2. To pay service charges, rates on property and other taxes, levies and duties imposed by the municipality on or before the due date.
- 3.4.3. To observe the mechanisms and processes of the municipality in exercising their rights.
- 3.4.4. To allow municipal officials reasonable access to their property to execute municipal functions. If access is not available, the property owner will be notified in writing of such a problem and should the problem not be addressed within the allowable meter reading estimation period, the property owner will be required to migrate to a prepaid metering device.
- 3.4.5. To comply with the policy and by-law and other legislation related to customer care, credit control and debt collection.
- 3.4.6. To refrain from tampering with municipal equipment, services and property.

3.5. Duties and functions of Councillors

- 3.5.1. To address payment for services and outstanding debt at regular ward meetings.
- 3.5.2. To adhere to and convey the policy and by-law to customers, residents and ratepayers.
- 3.5.3. To adhere to the Code of Conduct for Councillors.

4. PERFORMANCE EVALUATION

The municipal Council will create a mechanism wherein the following targets can be assessed and evaluated and whereby remedial steps can be taken:

(Must be read in conjunction with Councils' policy on Customer Care)

4.1. Income Collection Targets

The municipal Council will set income collection targets that will include:

- 4.1.1. The reduction in the monthly increase of debt in line with the performance agreements for officials.

4.2. Customer Service Targets

The municipal Council will set targets that will include:

- 4.2.1. Response time to customer queries.
- 4.2.2. Date of first account delivery to new customers.
- 4.2.3. Reconnection time lapse.
- 4.2.4. Meter reading cycle.

4.3. Administrative Performance

The municipal Council will set targets that will include:

- 4.3.1. Cost efficiency of debt collection.
- 4.3.2. Query and appeal periods.
- 4.3.3. Enforcement mechanism ratios.

5. REPORTING

5.1. The Chief Financial Officer shall report monthly to the Municipal Manager in a suitable format to enable him/her to report to the Mayor and the Executive Committee as supervisory authority in terms of section 99 of the Act, read in conjunction with section 100(c).

This report will include:

- 5.1.1. The total debt analysis as at month-end.
 - 5.1.2. Financial system month-end balances after billing.
 - 5.1.3. Brought forward balances at month-end.
 - 5.1.4. Number of fully recovered accounts.
 - 5.1.5. Number of indigent applications received, rejected and approved..
 - 5.1.6. Cash flow situation.
 - 5.1.7. Collections of arrangements.
 - 5.1.8. Cash received versus debits raised.
 - 5.1.9. Attorneys brought forward balances.
 - 5.1.10. Meter reading functions.
 - 5.1.11. New applications/connections.
 - 5.1.12. Final readings/move out.
 - 5.1.13. Arrangements made.
 - 5.1.14. Number of final demands.
 - 5.1.15. Electricity cuts versus reconnections.
 - 5.1.16. Water restrictions versus reconnections.
 - 5.1.17. Electricity and water revisits.
 - 5.1.18. Summonses.
 - 5.1.19. Judgements issued.
- 5.2. Performance in all areas against targets agreed to in Annexure “B” of this policy document.
- 5.3. If the actual cash receipts do not match the budgeted income, the Chief Financial Officer must report this with motivation to the Municipal Manager who will, if he agrees and the trend continuous, immediately move for a revision of the budget according to realistically realisable income levels in terms of section 28 of the MFMA.

- 5.4. The Mayor in conjunction with the Executive Committee as Supervisory Authority shall, at intervals of 3 months, report to Council as contemplated in section 99(c) of the Act.

6 CUSTOMER CARE SECTION

(This section should be read in conjunction with the Councils' Policy on Customer Care)

6.1 *Objectives*

The objectives of the customer care section are to:-

- 6.1.1 focus on the client's needs in a responsible and pro-active way to create a positive and cooperative relationship between customers responsible for the payment of services received, and the municipality, and where applicable, any service provider.
- 6.1.2 To facilitate financial assistance and basic services for the poorest of the poor in the community.

6.2 *Communication and feedback*

- 6.2.1 The municipality will, within its financial and administrative capacity, conduct an annual process of compiling and communicating its budget, which will include revised targets for customer care.
- 6.2.2 The Customer Care, Credit Control and Debt Collection Policy or relevant extracts thereof, will be available at the municipal office, the official website and on special request.
- 6.2.3 Council will endeavour to distribute a regular newsletter, which will give prominence to customer care and related issues.
- 6.2.4 Ward councillors will be required to hold regular ward meetings at which customer care and related issues will be given prominence.
- 6.2.5 The press will be encouraged to give prominence to customer care and related issues, and will be invited to Council or Committee meetings where these matters are discussed.

6.3 Handling of Complaints

Within its financial and administrative capacity the municipality will establish:-

- 6.3.1 a central complaints/feedback office;
- 6.3.2 a centralized complaints database to enhance co-ordination of complaints, their speedy resolution and effective communication with customers;
- 6.3.3 appropriate training for officials dealing with the public to enhance communications and service delivery; and
- 6.3.4 a communication mechanism to give feedback on service, debt and customer care and related issues.

6.4 Accounts and billing

- 6.4.1 As from 01 July 2012 the Municipality will only permit consolidated accounts to be opened in the name of registered owners. Only one consolidated account will be allowed per erf.

These provisions as per Section 6.4.1 will not apply to Indigent Household accounts.

- 6.4.2 Owners will receive an understandable and accurate bill from the municipality, which will consolidate all service charges for that property.
- 6.4.3 Accounts will be rendered monthly in meter reading cycles of approximately 30 days at the address last recorded with the municipality or its authorised agent.
- 6.4.4 It is the owner's responsibility to ensure that postal address and other contact details are correct.
- 6.4.5 It is the owner's responsibility to ensure timeous payment and in the event of accounts not received to request a duplicate as non receipt of an account will not serve as an excuse for non-payment.
- 6.4.6 Settlement or due dates will be as indicated on the statement.

- 6.4.7 Where an account is not settled in full, any lesser amount tendered and accepted shall not be deemed to be in full and final settlement of such an account.
- 6.4.8 Where any payment is made by a negotiable instrument and is later dishonoured by a bank, the municipality or its authorised agent:-
- 6.4.7.1. may recover the bank charges and penalties related to the transaction against the account of the owner; and
- 6.4.7.2. shall regard such an event as a default on a payment.
- 6.4.8 The municipality or its authorised agent must, if administratively possible, issue a duplicate account to a owner on request, at a cost as determined by Council.
- 6.4.9 Where it is found that the Municipality is not in the possession of all documentation required through relevant credit regulations, the municipality will serve a 7 day notice on such tenant / owner requesting all necessary documentation required. If the tenant / owner does not provide the municipality with the requested documentation in due time, the services to that property will be discontinued.
- 6.4.10 In the event where the property owner passes away and the estate has not been registered or an executor not appointed the person who derives benefit from the property or any building thereon must open an account for billing of services and will be responsible for payment of the account and has the right to apply for Indigent subsidy. Council has the right to disconnect the service if the person deriving benefit does not open an account in his/her name.

6.5 Metering

- 6.5.1 Within practical and financial limits the municipality will endeavour to provide meters for every consumable service.

- 6.5.2 All meters will be read monthly as close as possible to a 30 day cycle. In cases where access to a premises or circumstances beyond control do not allow for a monthly reading, an estimate based on the average consumption of the preceding 3 months will be used to levy a monthly consumption.
- 6.5.3 Customers are entitled to request verification of meter readings and accuracy within reason, but may be held liable for the cost thereof.
- 6.5.4 Customers will be informed of meter replacements.
- 6.5.5 If a service is metered but it cannot be read due to constraints or circumstances out of the control of the municipality or its authorised agent, and the customer is charged for an estimated consumption, the account following the estimated account, must articulate the difference between the actual consumption and the average consumption, and the resulting credit or debit adjustments.
- 6.5.6 If the municipality detects water leaks or water wastage on a property, the municipality will serve a 7 day notice on the owner of the property to rectify the matter failing which the municipality will have the matter rectified and bill the owner with all costs related thereto.

6.6 *Payment facilities and methods*

- 6.6.1 The municipality will operate and maintain suitable and accessible payment facilities.
- 6.6.2 The municipality will, at its discretion allocate payments between service debts and debtors may not specify that payments are for specific portions of the account.
- 6.6.3 With the consent of a customer the municipality may in terms of section 103 of the Systems Act, approach an employer to secure a debit- or stop order arrangement.
- 6.6.4 The municipality may provide for special incentives as contemplated in section 103 of the Systems Act.

- 6.6.5 The customer will acknowledge, in the customer agreement, if he/she uses agents to transmit payments to the municipality for which the customer will still be responsible for late and non-payments.
- 6.6.6 Where the consumer/owner elects to settle their accounts via any electronic payment method, the onus is on the consumer/owner to ensure that the correct reference number is displayed on the payment advice, failure to do so will result in interest being levied on the account and the account being subjected to any credit control procedures.
- 6.6.7 To ensure that sufficient time is allowed for the transfer to be made from the consumer/owner's banking account to the Ndlambe banking account prior to the due date.
- 6.6.8 Where the owner/consumer elects the Post Office or any other delivery service/agent in the payment or settlement of their account, it is the onus of the owner/consumer to ensure that sufficient time is allowed for the payment of the account before due date.

6.7 Enquiries, appeals and service complaints

- 6.7.1 If a customer is convinced that his or her account is inaccurate, he or she can lodge a query with the municipality to investigate and adjust the account if found valid.
- 6.7.2 In the interim the debtor must pay an amount equal to the average of the preceding three month's consumption where such history of the account is available. Where no such history is available, the debtor must pay an estimated amount as calculated by the municipality until the matter is resolved.
- 6.7.3 The relevant department will investigate the query lodged in terms of paragraph 6.7.1 and inform the debtor within the period specified in the policy targets.
- 6.7.4 Failure to make interim payments will subject the customer to the normal credit control and debt collection procedures.
- 6.7.5 A customer may appeal to the Municipal Manager against the finding of the municipality or its authorised agent in terms of paragraph 6.7.3.

6.7.6 An appeal in terms of paragraph 6.7.5 must be made and lodged with the municipality within 21 (twenty-one) days after the notification of such finding has been received and must:-

6.7.6.1. set out the reasons for the appeal; and

6.7.6.2. be accompanied by any security determined for the testing of a measuring device, if applicable.

6.8. Customer Categories

6.8.1. Customers will be categorised according to specific classifications based on *inter alia* the type of entity and applicable tariffs and risk levels.

6.8.2. Processes for credit control, debt collection and customer care may differ from category to category, as deemed appropriate from time to time by the Municipal Manager.

6.9. Priority Customer Management

Certain customers may be classified as priority customers based on criteria determined by the Municipal Manager.

6.9.1. A priority customer liaison officer may be appointed to take care of priority customers.

6.9.2. The envisaged priority customers will be administrated and managed by a dedicated official who will be responsible for the ongoing management of the customers so classified and will perform tasks such as the review of monthly accounts to ensure accuracy, the monitoring of prompt settlement of accounts and response to queries.

6.10. Customer assistance programmes

6.10.1. Water leakages

6.10.1.1. If the leakage is on the customer's side of the meter, the customer will be responsible for the payment of all water supplied to the property.

- 6.10.1.2. The customer has the responsibility to control and monitor his/her water consumption on a daily basis to ensure that there are no leaks on their line.
- 6.10.1.3. The Council may consider measures to assist registered indigent households to repair leakages inside their premises subject to the availability of funding on the approved Operating Budget of the Council.
- 6.10.1.4 The Municipality may provide relief to all consumers who are affected by water leaks, subjected to the following conditions:
- A leak must have been underground and not detectable
 - There must be evidence that there was a leak repair done. A plumber's invoice and a report must be submitted.
 - Where the leak was done with no financial transaction involved, an affidavit with a commissioner's stamp must be submitted.
 - Municipal officials shall advise/inform the property owner about the leak and such communication will be filed for future reference.
 - That the leakage was repaired within 48 hours after detection
- 6.10.1.5 Determination of the billable amount
- The amount liable for the month or period to a maximum of 6 months will be determined as an average of 3 months actual consumption preceding the leak.
 - The amounts used could either be 3 consecutive months preceding the leak or random months deemed to be representative of the household consumption.
 - If the water meter has not been read for a period of months and a leak is detected once the meter is read, the average usage prior to the leak or a 3 month usage after the leak will be used to determine the charge during the unread leak period but to a maximum of 6 months.

6.11. Arrangements for settlements

- 6.11.1. Customers / ratepayers with arrears must agree to the conversion to a prepayment meter if so requested by the Council.
- 6.11.2. When a prepayment meter is installed due to defaults on payments, the cost of the meter and all arrears can be paid off:-
 - 6.11.2.1. monthly over an agreed period; and
 - 6.11.2.2. at the discretion of the Municipal Manager, by adding the debt as a surcharge to the prepaid electricity / prepaid water cost, and be repaid with each purchase of electricity / water until the debt is settled in full.
- 6.11.3. The municipality reserves the right to raise the deposit requirement of debtors who seek arrangements.
- 6.11.4. Where an arrangement is made outside of the conditions of payment as set out in Annexure "A", such payments will be accepted, subject to the normal credit control and debt collection procedures.
 - (a) Consequences of a breach of arrangements as mentioned above shall be that the owner, at their cost, install a pre-paid meter device and provisions set out in sub-section 6.11.2.2 will be applied.

6.12. Property Rates cycle and instalments

- 6.12.1. A property rates cycle will be for the 12 months of a Municipal financial year which runs from 1 July to 30 June. Property rates will be determined for the financial year and will be payable per month in twelve equal instalments.
- 6.12.2. Instalments not paid will be regarded as an amount in arrear and interest at a rate as determined by the Council will be levied on such arrear amounts.
- 6.12.3. Any customers that wants to pay rates annually must complete the relevant form and submit to the Finance Office

6.13. Indigent subsidy

- 6.13.1. Customers may apply for an indigent subsidy on the conditions as stipulated in the municipality's Indigent Policy. The Credit Control and Debt Collection Policy to be read in conjunction with the Indigent Management Policy.

6.14. Free basic services

- 6.14.1. Council may provide, free of charge to a customer, certain basic levels of services, as determined from time to time.

7. CREDIT CONTROL SECTION

7.1. Objectives

The objectives of the credit control section are to:

- 7.1.1. Implement procedures that will ensure the prevention of escalation in arrear debt.
- 7.1.2. Limited risk by employing effective management tools.

7.2. Service application and agreements

- 7.2.1. All property owners of services will be required to sign an agreement governing the supply and cost of municipal services:-
- 7.2.1.1. Such agreements must inter alia provide for payment of consumer deposits where pre-paid systems are not used.
- 7.2.1.2. On default by a tenant, the owner will be the debtor of last resort.
- 7.2.2. Prior to signing these agreements, customers will be entitled to receive the policy document of the municipality on request at a cost determined by Council.
- 7.2.3. On the signing of the agreement, customers will receive a copy of the agreement for their records.

- 7.2.4. Customers are responsible for costs of collection, interest and penalties in the event of delayed and/or non-payment.
- 7.2.5. Existing customers of services may be required to sign new agreements as determined by the Municipal Manager from time to time.

7.3. Customer screening and securities

- 7.3.1. All applicants for municipal services may be checked for credit-worthiness including checking information from banks, credit bureaux, other local authorities, trade creditors and employers.
- 7.3.1.1 All applications for services may to be subjected to credit worthiness checks and in cases where the credit worthiness indicates a risk, the owner will be required at their cost to install pre-paid water and electricity devices prior to occupation.
- 7.3.2. Consumer deposits, either in cash or if so approved by the Council, any other security acceptable to the municipality, will be charged for any new connection or any default on existing payment or payment arrangement except where there is a new application for a prepaid device. No interest will be payable on consumer deposits.
- 7.3.3. Deposits can be increased at the discretion of the municipality and in case of defaulting on payments it can be increased to a maximum of three times the average of the total monthly account for all services.
- 7.3.4. Deposits can vary according to the credit-worthiness or category of the applicant.
- 7.3.5. On termination of the agreement the amount of the deposit, less any outstanding amount due to the municipality, will be refunded to the consumer.
- 7.3.6. Different accounts with outstanding balances on the same property in the name of the owner/ occupant or any family member(s) of the owner/occupant, except in the case of an indigent owner, are not allowed and may lead to immediate termination of services.

7.3.7. Consumers are not allowed to lodge a new application for services on property in the municipal area of Ndlambe Local Municipality unless all accounts in their names with the Municipality are paid up to date.

7.4. *Right of access to premises*

7.4.1. The owner and or occupier of property must allow an authorised representative of the municipality access at 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 any service.

7.4.2. The owner is responsible for the cost of relocating a meter if satisfactory access is not possible.

7.4.3. Building plans will only be approved if placement of the water and electricity meters is allocated on the sidewalk where it is accessible to the Municipality. In cases where building plans are submitted for improvements to dwellings where meter(s) are still inside the premises, it will be a requirement for approval that meters be relocated to the sidewalk on account of the owner/applicant.

7.4.4. If a person fails to comply with paragraph 7.4.2, the municipality or its authorised representative may:-

7.4.3.1. by written notice require such person to provide/restore access at his/her own expense within a specified period; and

7.4.3.2. as a matter of urgency, without prior notice restore access and recover the cost from such person.

7.4.3.3. Implement a surcharge equal to 10 times of the average monthly usage over the last 12 months

7.5. *Personal contact*

7.5.1. Within the constraints of affordability Council will endeavour to notify customers of their arrears situation by telephonic contact or by delivering a final demand notices.

- 7.5.2. During the contact customers will be informed of their rights and obligations in terms of the customer care, credit control and debt collection policy including making arrangements and applying for indigent support.
- 7.5.3. Such contact is not a right and disconnection of services and other collection proceedings may continue in the absence of such contact.

7.6. *Interruption of service*

- 7.6.1. Customers who are in arrears with their municipal account and who have not made arrangements with the municipality will have their supply of electricity and or water, and other municipal services, suspended, restricted or disconnected. For purposes of interrupting the electricity supply, there will be no deviation between a conventional- and a pre-paid electricity meter.
- 7.6.2. The disconnection of services may happen when the municipal account is 1(one) day overdue.
- 7.6.3. Council reserves the right to deny or restrict the sale of electricity or water and to withhold proof of residence to customers who are in arrears with their rates or other municipal charges or where no suitable arrangement is made or indigent application done.
- 7.6.4. Upon the liquidation of arrears, or the conclusion of acceptable arrangements, the service will be reconnected as soon as conveniently possible.
- 7.6.5. All costs related to notices, the restrictions or dis- and reconnections and installation of pre-paid meters for water and electricity, will be determined by tariffs approved by the municipal Council, and will be payable by the customer.
- 7.6.6. The deposit of any defaulter will be adjusted and brought into line with the policy and tariff structure of the municipality.

7.7. Assessment Rates/Consolidated Account

- 7.7.1. On the sale of any property in the municipal jurisdiction where rates, services and consumption charges are in arrears in excess of 24 months preceding rates clearance application date, Section 118(3) of the Systems Act shall be applied
- 7.7.2. The Council reserves the right to recover any outstanding assessment rates and or other debt on municipal services from tenants or occupants paying rental or any agent receiving rental on behalf of the owner of a property.
- 7.7.3. For the purpose of outstanding debt on a property, all debt may be consolidated in terms of section 102 of the Municipal Systems Act, 2000 (Act No. 32 of 2000).

7.8 MUNICIPAL CLEARANCE CERTIFICATES

Subject to Sections 118(1) and (1A) of the Act, the following shall apply to the issue of a Municipal Clearance Certificate for the purpose of effecting transfer of a property to a new owner.

- 7.8.1 Application shall be made by the conveyancing attorney, in the prescribed format, providing the following information in respect of the property in question:

- i. Present owner of the property;
- ii. Property description;
- iii. Physical address;
- iv. Rates Account No's;
- v. Electricity Account No's. (Or electricity meter no's.);
- vi. Water Account No's. (Or water meter no's.);
- vii. Purchasers details; identity numbers and postal address;
- viii. with respect to Vacant Land, an Affidavit from the seller that the property does not have a water supply connection and an undertaking from the purchaser that should a water supply connection be discovered on the property and such account is in arrears, then the purchaser accepts liability for such arrears.

Copies of all the accounts must accompany the application. *If the relevant information is not provided, the application will be returned to the conveyancer.*

7.9. The Pre-payment System

- 7.9.1. The municipality may use its pre-payment system to recover arrears in respect of accrued municipal taxes and other municipal levies, tariffs and duties in respect of services such as water, rates, refuse removal, sanitation and sewerage.
- 7.9.2. A customer with arrears, incurred after 30 June 1999 who applies for a pre-payment system, will be required to repay all arrears in full before a pre-payment electricity / water meter is installed or, if the amount outstanding is large and/or the customer's ability to pay is limited the arrears can be repaid as per Schedule A of the policy on all purchases before any electricity / water credit is given.

7.10. Incentives for prompt payment

- 7.10.1. To encourage prompt payment and/or to reward regular payers, the municipality may consider incentives for the prompt payment of accounts.
- 7.10.2. If introduced such an incentive scheme will be reflected in the operating budgets as an additional expenditure.

7.11. Interest

- 7.11.1. Simple Interest will be raised at the Municipality's bank prime rate plus 1% as a charge on all accounts not paid by the due date in accordance with applicable legislation.
- 7.11.2. Interest is based on a full month and part of a full month shall be deemed to be a full month.
- 7.11.3. Section 7.11.1 will not apply to indigent accounts
- 7.11.4. Interest rates charged may be reviewed annually during the budget process.

.

7.12. Theft and fraud

- 7.12.1. Any natural or juristic person found to:-
 - 7.12.1.1. be illegally connected to municipal services;
 - 7.12.1.2. has tampered with meters, the reticulation network or any other supply equipment;
 - 7.12.1.3. has committed any unauthorised act associated with the supply of municipal services, and;
 - 7.12.1.4. be involved in theft of and fraudulent activity;
will be prosecuted and/or held liable for penalties as determined from time to time.
- 7.12.2. Council will immediately terminate the supply of services to a customer should such conduct as outlined in paragraph 7.11.1 be detected.
- 7.12.3. The total bill owing, including penalties, assessment of unauthorised consumption and discontinuation and reconnection fees, and increased deposits as determined by Council if applicable, will be due and payable before any reconnection can be sanctioned.
- 7.12.4. The municipality will maintain monitoring systems in order to identify customers who are undertaking illegal actions.
- 7.12.5. The municipality reserves the right to lay criminal charges and/or to take any other legal action against both vandals and thieves.
- 7.12.6. Any person failing to provide information or providing false information to the municipality may face immediate disconnection and/or legal action.

7.13 Staff and Councillors in Arrears

- 7.13.1 Schedule 2 to the Municipal Systems Act, 2000 (Act No 32 of 2000) determines in paragraph 10 as follows:

“A staff member of the Municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months and a municipality may deduct any outstanding amounts from a staff members salary after this period”

The Chief Financial Officer may issue a salary deduction instruction where appropriate and in compliance with the Basic Conditions of Employment Act.

7.13.2 Schedule 1 of the Municipal Systems Act, 2000 (Act No 32 of 2000) was amended per the Local Government Laws Amendment Act, 2002 (Act No. 51 of 2002) to provide as follows in paragraph 12A:

“A councillor may not be in arrears to the municipality for rates and service charges for a period longer than 3 months.”

The Municipal Manager may issue a salary deduction instruction where appropriate or take other action as provided for in the Act.

7.13.3 In respect of 7.13.1 and 7.13.2 where the property is not in the name of the staff member or councillor, this will include, property rented by or property occupied by a staff member or councillor, the same provisions of 7.13.1 and 7.13.2 will apply.

7.14 Rates

At any stage that rates debt is outstanding after all other procedures have been taken, or no pre-paid systems to recover debt are attached to the property to collect such debt, the ultimate sanction of Sale of Execution will be followed.

8. DEBT COLLECTION SECTION

8.1. Objective

The objectives of the debt collection section are to:-

8.1.1. Provide procedures and mechanisms to collect all the monies due and payable to the municipality arising out of the supply of services and annual levies, in order to ensure financial sustainability and delivery of municipal services in the interest of the community.

8.2. Legal Process/Use of attorneys/Use of credit bureaus

- 8.2.1. The municipality may, when all other credit control actions have been exhausted, commence legal process against debtors which process could involve summonses and judgements. In the case of registered indigents, the Municipality will conduct a social assessment before any legal actions are taken.
- 8.2.2. The municipality will exercise strict control over this process, and will require regular reports on progress from service providers.
- 8.2.3. The municipality will establish procedures and codes of conduct with these outside parties.
- 8.2.4. Garnishee orders, in the case of employed debtors, are preferred to sales in execution, but both are part of the municipality's system of debt collection.
- 8.2.5. All steps in credit control and debt collection procedures will be recorded for the municipality's records and for the information of the debtor.
- 8.2.6. Individual debtor account information is protected and not the subject of public information.
- 8.2.7. The municipality will release debtor information to credit bureaus and reserves the right to register consumers with a Credit Bureau that are in arrears with any debt due to the municipality and defaults on payment. All costs relating to registering / deregistering from the credit bureaus are liable to the person.
- 8.2.8. The municipality may consider the cost effectiveness of the legal process, and will receive reports on relevant matters, including cost effectiveness.
- 8.2.9. The municipality may consider the use of agents as service providers and innovative debt collection methods and products.
- 8.2.10. Customers will be informed of the powers and duties of such agents or service providers and their responsibilities including their responsibility to observe agreed codes of conduct.

- 8.2.11. Any agreement concluded with an agent, service provider or product vendor shall include a clause whereby breaches of the code of conduct by the agent or vendor will constitute a breach of the contract.

8.3. Cost of collection

- 8.3.1. All costs associated with credit control and debt collection including interest, penalties, service discontinuation costs and legal costs are for the account of the debtor and should reflect at least the cost of the particular action.

8.4. Abandonment of Claims

- 8.4.1. The Municipal Manager must ensure that all avenues are utilised to collect the municipality's debt.
- 8.4.2. The valid termination of debt collection procedures as contemplated in section 109(2) of the Systems Act, may be considered under the following circumstances:-
- 8.4.2.1. the insolvency of the debtor, whose estate has insufficient funds;
 - 8.4.2.2. a balance being too small to recover, for economic reasons, considering the cost of recovery; and
 - 8.4.2.3. where the municipality deems that a customer or group of customers are unable to pay for services rendered.
- 8.4.3.1. The municipality must maintain audit trails in such instances, and document the reasons for the abandonment of the actions or claims in respect of the debt.

ANNEXURE “A”

Arrangements

If a customer cannot pay his/her account with the municipality then the municipality may enter into an extended term of payment with the customer according to the applicable category of the customer. The customer must:

- i. Sign an acknowledgement of debt;
- ii. Sign a consent to judgement;
- iii. Provide a garnishee order/emolument order/stop order (if he or she is in employment);
- iv. Acknowledge that interest could be charged at the prescribed rate;
- v. Pay the current portion of the account;
- vi. Sign an acknowledgement that, if the arrangements being negotiated are later defaulted on, that no further arrangements will be possible and that disconnection/restriction of water and electricity will follow immediately, as will legal proceedings.
- vii. Acknowledge liability of all costs incurred.
- viii. Acknowledge and accept the following conditions to be applicable:

CATEGORIES OF DEBTORS

DOMESTIC CUSTOMERS

DEBT	PAYMENT OF ARREARS
R1,00 to R2 500,00	<p>30% of outstanding debt plus the cost of the credit control actions as down payment. The balance over maximum 6 months. If during the 6 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality.</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid. Deposit adjusted to 3 times average of total monthly account.</p>
R2 501,00 to R5 000,00	<p>20% of outstanding R2 500,00</p> <p>10% over R2 500,00 plus the cost of the credit control actions as down payment. The balance of the outstanding amount over maximum 12 months. If during the 12 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid. Deposit adjusted to 3 times average of total monthly account.</p>
R5 000,00 and more	<p>20% of the first R2 500,00 outstanding</p> <p>10% of the second R 2 500,00 outstanding</p> <p>2,5% above R5 000,00 outstanding plus the cost of the credit control actions as down payment. The balance of the outstanding amount over maximum 18 months. If during the 18 month period the current portion of the account or arrangements fall into arrears, the</p>

	<p>service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality</p> <p>Where outstanding is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid.</p> <p>Deposit adjusted to 3 times average of total monthly account.</p>
--	---

In all cases the consumer deposit to be increased to 3 times the average monthly consumption or a minimum as determined annually and published in the tariff list.

In respect of domestic consumers the Deputy Director : Finance may deviate from the percentages based on the affordability where the percentage applied results be less than the amount of a single state pension supporting documents of all earning and statutory deductions of the domestic customer.

BUSINESS

	PAYMENT OF ARREARS
1 st default in any twelve month cycle:	<p>50% of arrear amount plus current account as down payment. Balance over maximum of 6 months If during the 6 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid and 20% from the amount you vend.</p> <p>Deposit adjusted to 3 months consumption.</p>
2 nd default in any twelve month cycle:	<p>100% of arrear amount plus current account as down payment.</p> <p>Deposit adjusted to 3 times average of total</p>

	monthly account to be paid with down payment.
<u>SPORT- and SOCIAL CLUBS</u>	<p>50% of arrear amount plus current account as down payment.</p> <p>Balance over maximum of 3 months.</p> <p>Where outstanding debt is recovered through the pre-paid system, 50% from the amount you vend.</p> <p>Deposit adjusted to 3 times average of total monthly account.</p>

OLD AGE & DISABILITY PENSIONERS

DEBT	PAYMENT OF ARREARS
R1,00 to R2 500,00	<p>5% of outstanding debt plus the cost of the credit control actions as down payment. The balance over maximum of 6 months. If during the 6 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality.</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid</p> <p>.</p> <p>Deposit adjusted to 3 times average of total monthly account.</p>
R2 501,00 to R5 000,00	<p>5% of outstanding R2 500,00</p> <p>3% over R2 500,00 plus the cost of the credit control actions. The balance of the outstanding amount over maximum 12 months. If during the 12 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the</p>

	<p>Municipality.</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid and 8.5% from the amount you vend.</p> <p>Deposit adjusted to 3 times average of total monthly account.</p>
R5 000,00 and more	<p>5% of the first R2 500,00 outstanding 3% above R2 500,00 outstanding plus the cost of the credit control actions. The balance of the outstanding amount over maximum 18 months.</p> <p>If during the 18 month period the current portion of the account or arrangements fall into arrears, the service will be disconnected immediately and the full amount will be payable without any further arrangements been made with the Municipality</p> <p>Where outstanding debt is recovered through the pre-paid system, the arrears will be recovered at a rate of 15.5% of the outstanding debt with no electricity credit granted until the full monthly re-payment is paid and 5.5% from the amount you vend.</p> <p>Deposit adjusted to 3 times average of total monthly account.</p>

ACCOUNT HOLDERS UNDER ADMINISTRATION

Where a person has been placed under administration the following procedures will be followed:

- i. The debt as at the date of the administration court order will be placed on hold, and collected in terms of the court order by the administrator's dividend.
- ii. The administrator is to open a new account on behalf of the debtor, with a new deposit – No account is to be opened/operated in the debtor's name as the debtor is not entitled to accumulate debt (refer section 74S of the Magistrates Courts Act 32 of 1944).

- iii. Until such time as this new account is opened, the debtor is to be placed on limited services levels. The consumer will be compelled to install a prepaid electricity meter, should one not already be in place. The Municipality will be entitled to recover the cost of the basic services by means of purchases made on the prepaid meter.
- iv. Should there be any default on the current account – the supply of services is to be limited or terminated, and the administrator handed over for the collection of this debt.

INDIGENT

- i. All customers qualifying as indigent and having remaining arrear debt after any relief has been granted, will repay that debt as follows:

Over 36 months, in addition to monthly service charges, with immediate payment of the cost of the credit control action taken.

In case it is found that payment at present and in future will be impossible, the arrear amount shall be recommended to be written off.

NDLAMBE MUNICIPALITY

CUSTOMER SERVICE TARGETS

- (i) Response time to customer queries: - Initial response within 7 working days.
- (ii) Resolution of Queries: - 14 working days to resolve queries and appeals.
- (iii) Date of first account delivery to new customers: - By second billing cycle after date of application or occupation which even is the latest.
- (iv) Reconnection time: - within 12 hours after appropriate payment / arrangement are paid at the municipal cashier or payment is reflected on the municipality bank statement
- (v) Meter reading cycle: - 95% of meters being read on monthly basis on a date not more than 10 days off the previous reading date.
- (vi) Equity application (Indigent): - within 2nd billing cycle response for approval of disapproval, as well as provision of subsidy.

ADMINISTRATIVE PERFORMANCE TARGETS

- (i) Cost efficiency of debt collection :
 - Cost of collection not to exceed the capital debt amount;
 - All reasonable steps to be taken to limit cost to Council or the customer;
 - Cost of collection is to be recovered from the defaulting customers;
 - Total cost of collection to be recovered by means of applicable credit control tariffs.
- (ii) Enforcement mechanism ratio:
 - 95% of total number of arrear customers being successfully notified / disconnected;