FINAL

CREDIT CONTROL AND DEBT COLLECTION POLICY

1 JULY 2025

GAMAGARA LOCAL MUNICIPALITY

NC 453

Approved : 29/05/2025

Council Resolution: 20250529/10.2

PREAMBLE

WHEREAS section 95 of the Local Government: Municipal Systems Act, No. 32 of 2000, provides that in relation to the levying of rates and other taxes by a municipality and the charging of fees for municipal services, a municipality must, within its financial and administrative capacity, establish a sound Customer Management System that aims to create a positive and reciprocal relationship between persons liable for these payments and the municipality and where applicable a service provider.

AND WHEREAS section 96 of the Local Government: Municipal Systems Act, No. 32 of 2000, provides that a municipality must collect all money that is due and payable to the municipality and for this purpose must adopt, maintain and implement a credit control and debt collection policy which is consistent with its rates and tariff policies and complies with the provisions of that Act.

AND WHEREAS section 97 of the Local Government: Municipal Systems Act, No. 32 of 2000, provides that the credit control and debt collection policy must provide for credit control and debt collection procedures and mechanisms as well as provision for indigent debtors that is consistent with its rates and tariff policies and any national policies on indigents.

NOW THEREFORE the Council of the Gamagara Local Municipality has adopted the **Credit Control and Debt Collection Policy** as set out hereunder: -

1. DEFINITIONS

For the purpose of this policy, any word or expression to which a meaning has been assigned in the Act, shall bear the same meaning in this policy, and unless the context indicates otherwise –

"Account"	:	Account in name of customer held with the Gamagara Local Municipality;
"Account Statement"	:	formal notification by means of a statement of account to persons liable for payment of amounts levied for fees, charges, surcharges on fees, property rates and other municipal taxes and services, levies, penalties and duties, indicating the net accumulated balance of the account;
"Accounting Officer"	:	means the person appointed by the Municipality as the Municipal Manager of the Gamagara Local Municipality in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), responsible and accountable in terms of section 55(2) of the Local Government : Municipal Systems Act 2000 (Act 32 of 2000) and includes any person acting in such position and to whom the Municipal Manager has delegated a power, function or duty;
"Act"	:	means the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), as amended from time to time;
"Administration of Estates Act"	:	means the Administration of Estates Act, 66 of 1965;
"Arrears"	:	means amount due, owing and payable in respect of fees, charges, surcharges on fees, property rates and other municipal taxes and services, levies, penalties and duties and not paid by the due date;
"Authorised Officer"	:	means any official of the Municipality who has been authorised by it to administer, implement and enforce the provisions of this policy;
"By-law"	:	means a by-law adopted by the Municipality;
"Chief Financial Officer"	:	means the person appointed by the municipality as Chief Financial Officer of the Gamagara Local Municipality in terms of section 56 of the Local

Government : Municipal Systems Act, 2000 (Act 32 of 2000);

"**Municipal Manager**"	:	means the person appointed by the Municipality as the Municipal Manager of the Gamagara Local Municipality in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), and includes any person acting in such position and to whom the Municipal Manager has delegated a power, function or duty;
"**Collection charges**"	:	means collection charges which may be recovered by the Municipality in terms of section 75A of the Act, and includes the cost – (a) to remind debtors of arrears; (b) for the termination and reconnection of services; and (c) all legal costs, including attorney and own client costs incurred in the recovery of arrear amounts;
"**Consolidated account**"		a monthly account reflecting all fees, charges, surcharges on fees, property rates and other municipal taxes and services, levies, penalties and duties in respect of various accounts held by customer;
"**Council**"	:	(a) means the "Municipality" and vice versa; (b) the Council of the Gamagara Local Municipality exercising its legislative and executive authority through the Municipality; (c) its successor in title; or (d) a structure or person exercising a delegated power or carrying out an instruction, where any power in these by-laws has been delegated or sub-delegated, or an instruction given, as contemplated in section 59 of the Act; or (e) a service provider fulfilling a responsibility under these by-laws, assigned to it in terms of section 81(2) of the act, or any other by-law, as the case may be;
"**Customer**"	:	means any occupier of any premises to which the municipality has agreed to supply or is actually supplying municipal services, or if there is no occupier, the owner of the premises and or recipient and or consumer of various services rendered by the municipality. A customer will therefore be deemed a customer by virtue of

		receiving, consuming and or utilising any facility, equipment, service rendered by the municipality and or a municipal entity or an agent as appointed by the municipality;
"**Defaulter**"	**:**	any customer in arrears;

"Illegal connection" : a connection to any system through which municipal services are provided, which is not authorised or approved by the Municipality or its authorised agent;

"**Indigent**" : means a person referred to in the Indigent Support Policy of the Municipality

"**Municipality**" : means the "council" and vice versa

"**Occupier**" : means any person who occupies any premises or part thereof, without any regard to the title under which he or she so occupies;

"**Owner**"

(a) in relation to a property referred to in paragraph (a) of the definition of "property", means a person in whose name ownership of the property is registered;

(b) in relation to a right referred to in paragraph (b) of the definition of "property", means a person in whose name the right is registered;

(c) in relation to a land tenure right referred to in paragraph (c) of the definition of "property", means a person in whose name the right is registered or to whom it was granted in terms of legislation; or

(d) in relation to public service infrastructure referred to in paragraph (d) of the definition of "property", means the organ of state which owns or controls that public service infrastructure as envisaged in the definition of "publicly controlled" : provided that a person mentioned below may for the purpose of this policy be regarded by the Council as the owner of a property in the following cases:

(i) A trustee, in the case of a property in a trust excluding state trust land;

(ii) An executor or administrator, in the case of a property in a deceased estate;

(iii) A trustee or liquidator, in the case of a property in an insolvent estate or in liquidation;

(iv) A judicial manager, in the case of a property in the estate of a person under judicial management;

(v) A curator, in the case of a property in the estate of a person under curatorship;

(vi) A person in whose name a usufruct or other personal servitude is registered, in the case of a property that is subject to a usufruct or other personal servitude;

(vii) A lessee, in the case of a property that is registered in the name of the Council and is leased by it; or

(viii) A buyer, in the case of a property that was sold by the Council and of which possession was given to the buyer pending registration of ownership in the name of the buyer;

(e) any legal person, including but not limited to:
(i) a company registered in terms of the Companies Act, 1973, a trust, a close corporation registered in terms of the Close Corporations Act, 1984; as amended by the Companies Act, 2008;
(ii) any department of State;
(iii) any Council or Board established in terms of any legislation applicable to the Republic of South Africa;
(iv) any Embassy or other foreign entity.

"**Policy**" : means the **Credit Control and Debt Collection Policy** adopted by the Municipality;

"**Property**" : (a) immovable property registered in the name of a person, including, in the case of a sectional title scheme, a sectional title unit registered in the name of a person;

(b) a right registered against immovable property in the name of a person, excluding a mortgage bond registered against the property;

(c) a land tenure right registered in the name of a person or granted to a person in terms of legislation; or

(d) public service infrastructure;

"**Registered Property**" : Property registered in Deeds Office

"S**takeholder**"	**:**	means all natural and non-natural customers of the municipality and or prospective customers and or single or groups of people who consume or receive services from the municipality;
"**3rd party debt collection agencies**"	**:**	means any person or juristic person that collects debt on behalf of the municipality.
Domicilium Citandi et Executandi	:	The Address nominated to receive notices and documents

2. OBJECTIVE OF POLICY

The objective of this policy is to –

(a) provide for customer management, credit control procedures and mechanisms and debt collection procedures and mechanisms;
(b) provide for indigents in a way that is consistent with rates and tariff policies and any national and / or local policy on indigents ;
(c) set realistic targets consistent with –
(i) generally recognised accounting practices and collection ratios; and
(ii) the estimates of income set in the budget less an acceptable provision for bad debts;
(d) provide for charging of interest on arrears, where appropriate;
(e) provide for extensions of time for payment of accounts;
(f) provide for termination of services or the restriction of the provision of services when payments are in the arrears;
(g) provide for matters relating to unauthorised consumption of services, theft and damages.
(h) provide for actions that may be taken by the municipality to secure payment of accounts that are in arrear including –
(i) The termination of municipal services or the restriction of the provision of services
(ii) The attachment of property
(iii) The attachment of rent payable on a property
(iv) The extension of liability to a Senior Manager or any delegated official, trustee or a member if the debtor is a company, a trust or a close corporation.
(i) provide for alternative debt repayment arrangements in accordance with the terms and conditions of this policy

(j) create an environment which enables a customer to repay the outstanding debt and establish a culture of payment for services rendered by the municipality.

(k) effectively and efficiently deal with defaulters in accordance with the terms and conditions of this policy.

(l) provide for procedures and mechanisms to ensure that all monies due and payable to the municipality are collected.

3. APPLICATION OF POLICY

APPLICABLE ITEMS

3.1 This policy shall apply to, but not be limited to, monies due and payable to the municipality for –

(a) Property rates;

(b) Municipal tax (where applicable)

(c) Fees, surcharges on fees, charges, availability charges and tariffs in respect of municipal services, such as –

- (i) provision of water.
- (ii) refuse removal.
- (iii) sewerage.
- (iv) the removal and purification of sewerage.
- (v) electricity consumption.
- (vi) rental and or leasing of equipment, land, buildings and facilities of all types
- (vii) interest which has accrued or will accrue in respect of money due and payable to the municipality.
- (viii) burial fees
- (ix) dumping of refuse
- (x) collection charges in those cases where the municipality is responsible for –
  - (aa) the rendering of municipal accounts in respect of any one or more of the municipal services.
  - (bb) the recovery of amounts due and payable in respect thereof, irrespective whether the municipal services, or any of them, are provided by the municipality itself or by a service utility with which it has concluded an agreement to provide a service on the municipality’s behalf;
- (xi) any other charges levied from time to time

3.2 This policy shall also apply to municipal services provided through pre-paid meters.

3.3 This policy shall apply to customers within the official demarcated boundaries of the municipality, including newly demarcated areas as determined by the demarcation board from time to time.

3.4 This policy shall apply to, but not be limited to, the following **categories of customers** –

(a) Residential customers of the municipality
(b) Business customers of the municipality
(c) Non-governmental organisations for profit and non profit
(d) Educational institutions for profit and non profit
(e) Religious institutions
(f) National, provincial and local government
(g) State owned entities
(h) Any other category of customer as determined by the municipality from time to time

4. CREDIT CONTROL AND DEBT COLLECTION PRINCIPLES

The credit control and debt collection policy is based on the following principles -

4.1 GENERAL

(i) The policy and its application provides for the specific circumstances of the community to which it relates.
(ii) The Credit control and debt collection procedures must be understandable, uniform, fair and consistently applied.
(iii) Credit control must be effective, efficient and economical.
(iv) The measures taken must be sustainable in the long term.
(v) Anything related to credit control not covered in this policy will be dealt with in terms of applicable legislation.

4.2 COUNCIL

(i) To enable the Council to differentiate between those customers that cannot pay from those that simply do not want to pay, the "Indigent Policy" will be applied.
(ii) The Credit Control and Debt Collection Policy will be supported by procedure manual(s) as drafted by the Senior Manager or any delegated official Income or his/her nominee.
(iii) The Credit Control and Debt Collection Policy shall supersede all other policies aimed at achieving the same purpose to which the current credit control policy seeks to achieve.

4.3 CUSTOMERS

(i) Customers found to have misrepresented themselves in order to benefit from any of the Councils relief and / or benefit in terms of this policy, will be deemed to have committed an offence and remedial measures will be taken in a manner as determined by the Council from time to time, and all relief and / or benefits that have been received, will be reversed to the account of the customer from the date of offence.

(ii) Notwithstanding anything contained in this policy, the Council will recover any debt relevant to registered property in terms of the provisions of section 118 of the Municipal Systems Act, 32 of 2000.

(iii) In the case of company, close corporation, trust in terms of the Trust Property Control Act No. 57 of 1988, home owners association or a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), the liability may be extended to the Senior Manager or any delegated officials, members or trustees thereof jointly and severally, and –

the Senior Manager or any delegated officials, members or trustees thereof shall be considered to have provided the Council with a guarantee that any debt shall be recoverable from themselves in their personal capacity with each being jointly and severally liable for such debt, the one paying the other to be absolved;

(iv) Where any subsidiary company of a holding company is indebted to the Council, the liability for such arrears may be extended to the holding company.

(v) Where any holding company is indebted to the Council, the liability for such arrears may be extended to the subsidiary company.

(vi) The Council shall not refund any credit to any customer or customer's nominee who is in arrears with the Council.

4.4 COUNCILLOR SERVICES ACCOUNTS

In accordance with the provisions of Schedule 1, of the Municipal Systems Act, 32 of 2000, an elected councillor residing within demarcated area of the Council and is individually or jointly responsible for account, may not be in arrears for municipal service fees, surcharges on fees rates or any other municipal taxes, levies and duties levied by the Council for more than 3 (three) months.

Notwithstanding any relevant procedure, method or action that may be taken in terms of this policy, the Municipal Manager may deduct amounts due for more than 3 (three) months from such councillor's remuneration.

4.5 STAFF SERVICES ACCOUNTS

In accordance with the provisions of Schedule 2, of the Municipal Systems Act, 32 of 2000, an official of council, residing within demarcated area of the Council and is individually or jointly responsible for account, may not be in arrears for municipal service fees, surcharges on fees rates or any other municipal taxes, levies and duties levied by the Council for more than 3 (three) months.

Notwithstanding any relevant procedure, method or action that may be taken in terms of this policy, the Municipal Manager may deduct amounts due for more than 3 (three) months from such officials remuneration.

5. ACCOUNT ADMINISTRATION

5.1 DEPOSITS AND GUARANTEES

At the time of registration as a customer, a deposit will be required based on the criteria set by the Chief Financial Officer from time to time.

(a) The Chief Financial Officer may, accept an irrevocable bank guarantee in lieu of a deposit on application for the provision of municipal services

(b) Existing customers moving to a new address are required to pay the prescribed customer deposit on application for the provision of municipal services at the new address.

(c) No arrangement shall be entered into for the payment of the deposit.

(d) On termination of the supply of services the amount of the deposit less any payment due to the Municipality will be refunded to an account holder, provided that payments due are less than the deposit paid, and that the account holder has provided a forwarding address.

(e) No interest will be paid on any deposit held by Council.

(f) Review of the Deposits

- The deposits shall be reviewed and increased annually with the review of the tariffs.
- If the customer poses a credit risk, the value of the original deposit paid or a guarantee held may be reviewed from time to time by the Chief Financial Officer.

5.2 APPLICATION FOR NEW CONNECTION AND ACCOUNTS

5.2.1 APPLICATION FOR NEW CONNECTION

(a) All customers of services will be required to sign a written agreement for the supply of municipal service.

(b) The municipality must assist an illiterate person to understand and complete an application form.

(c) from A new connection fee as determined by Council from time to time is payable

(d) No water connection will be made without approved building plans

(e) Accounts will only be opened in the name of the property owner and no tenant accounts will be opened. Any exceptions must be approved by the Chief Financial Officer

(f) Customers are required to update their information details with the municipality and failure to respond to the municipality's request will be contradiction to the agreement signed with the municipality.

5.2.2 Termination of services

(a) A customer must terminate an agreement for the supply of municipal services by giving prior written notice to the municipality of such termination.

(b) It is the responsibility of the consumer to notify the municipality if services are no longer required due to the sale of property or any other reason.

(c) Failure to comply with the provision of the abovementioned paragraph renders the consumers liable for all service charged and interest thereon accumulated from the date when the premises are vacated to the date when council becomes aware of such vacation.

(d) A customer shall remain liable for all arrears and applicable charges that are payable for municipal services rendered prior to the termination of an agreement.

(e) A forwarding address and future details must be provided on the termination of services document. No postal address will be accepted as domicilium Citandi et executandi

5.2.3 ACCOUNTS

(a) Accounts must be rendered and administered in accordance with the requirements of this Policy.

(b) Accounts will be rendered on a monthly basis in cycles of approximately thirty (30) days.

(c) Failure by the Council to render an account or non-receipt of an account by a customer does not relieve a customer of the obligation to pay any amount that is due and payable. The onus is on the customer to make every effort to obtain a copy of the account, or establish the amount payable for payment

(d) The Council may, in accordance with the provisions of section 102 of the Act –

(i) Consolidate any separate accounts of customers liable for payments to the council;

(ii) Credit any payment by such customer against any account of that customer;

(iii) Implement any of the debt collection and credit control measures provided for in the Council's policies and By-Laws, in relation to any arrears on any of the accounts of such a customer.

(e) The amount due and payable by a customer 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 order determined by the Council.

(f) Accounts will be rendered using **either** one of the following;

- Conventional postal services,
- Hand delivery at the premises
- By means of an email if so requested by the customer or
- By means of Multimedia system (MMS) if registered for
- Login to the municipal website
- And any other means as prescribed by Council.

5.2.4 Metering and Estimated consumption on accounts

(a) The municipality will endeavor, within practical and financial limits, to provide meters to every paying consumer for all measurable services.

(b) All meters will be read monthly, if at all possible. If the meter is not read monthly, the council will average the consumption based on preceding periods.

(c) Consumers are entitled to request verification of meter readings and accuracy within reason but may be held liable for the cost thereof

(d) The municipality may levy an estimate of the consumption of water and electricity for any relevant period if
- (i) No meter reading could be obtained in respect of the period concerned or
- (ii) No meter has been installed to measure the consumption on the premises concerned.
- (iii) The customer concerned is liable for payment of the fee in terms of the municipality's approved tariffs for service delivery in respect of such estimated consumption.

(e) It is the responsibility of the consumer to ensure that his/her meter is clear and readable at all times

5.2.5 Right of Access to Premises

(a) The owner and/or occupier of a premise must give an authorised representative of the municipality access at all reasonable hours to the premises 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.

(b) If a person contravenes 5.2.5 (a) the municipality or its authorized agent may:

- i. By written notice require such person to restore access at his/her own expense within a specified period;
- ii. If it is the opinion that the situation is a matter of urgency, without prior notice restore access and recover the cost from such person.
- iii. Council may disconnect the supply of services in full until access to the premise is restored. The cost of disconnection will be levied on the account of the consumer.

5.3 FINAL ACCOUNTS

(a) Upon receipt of a customer's application for the termination of municipal services, the Municipality shall:-

- Take final readings in respect of metered municipal services;
- Prepare and render a final account;
- Appropriate the customer deposit for the reduction or settlement of any outstanding amount owed by the customer; and
- Refund the customer deposit to the customer in the event that no amount is owed to the Municipality.

(b) The new owner must visit the municipality to sign the consumer service agreement and pay the required deposit once the property has been transferred to his/her name

(c) Should the consumer not comply with paragraph (b) above, the municipality shall transfer the meter to the registered owner and the owner shall be responsible for the consumption if any.

5.4 Account Queries

(a) Account query refers to the instance when a customer queries any specific amount or any content contained in any account as rendered by the Council;
(b) Queries can be raised verbally or in writing at Council's Head Office;
(c) Customer to furnish in writing full personal particulars including acceptable means of identification, contact details and account number in respect of which amount owing is queried;
(d) Customer may be represented by a duly appointed nominee or agent, and such nominee or agent shall upon request produce sufficient proof of such appointment;
(e) Pending the outcome of the query, customer may apply for temporary payment extension in terms of provisions of this policy;
(f) The customer shall, pending the resolution and outcome of the query, continue to make regular payments as per account statement.
(g) Should a customer not be satisfied with the outcome of the query, a customer may lodge an appeal in terms of section 62, as read with section 95 (f), of the Systems Act.

5.5 Dispute as to amount owing

(a) A customer may lodge an appeal in terms of section 62, as read with section 95 (f), of the Local Government: Municipal Systems Act 32 of 2000.
(b) Customer to furnish in writing full personal particulars including acceptable means of identification, contact details and account number in respect of which amount owing is disputed.
(c) The dispute must be recorded in a dispute register.
(d) Only disputes lodged by registered account holder will be considered.
(e) Customer may be represented by a duly appointed nominee or agent, and such nominee or agent shall upon request produce sufficient proof of such appointment.
(f) Should any written dispute arise as to the amount owing on the account in respect of all services by a customer, the customer shall,

pending the resolution and outcome of that dispute, continue to make regular minimum payments based on the average charges for the preceding three months prior to the arising of the dispute, plus interest, until the resolution of that dispute.

(g) Should any written dispute arise as to the amount owing on part of the account or service by a customer, the customer shall, pending the resolution and outcome of that dispute, continue to make regular payments on services that are **NOT** in dispute **PLUS** the average charges for the preceding twelve months prior to the arising of the dispute in respect of remaining part of account or disputed service until the resolution of that dispute.

(h) The dispute must be resolved within a period of three(3) months of lodging of dispute.

(i) All disputes must be concluded by the Municipal Manager or delegated official

(j) The Municipal Manager’s or the delegated official’s decision is final and will result in the immediate implementation of any debt collection and credit control measures provided for in this Policy after the debtor is provided with the outcome of the appeal.

(k) The same debt will not again be defined as a dispute in terms of this paragraph and will not be reconsidered as the subject of a dispute.

(l) Should the debtor not be satisfied with the outcome of the dispute, a debtor may lodge an appeal in terms of section 62 of the Systems Act and the appeal will be dealt with by the municipality in terms of said legislation.

5.6 INTEREST CHARGES

(a) Accounts are due and payable on account due date which is the 07th of each month

(b) Due date of accounts maybe amended or changed on certain circumstances like where the accounts are delivered late to customers and prior approval should be obtained from the Accounting Officer

(c) Interest will be levied on all arrears longer than 30 days at a rate prescribed by Council from time to time.

(d) Interest charged will not be capitalized , which means that the municipality will not charge interest on interest.

(e) Specific categories of customers, services and debtor groups as determined by the Council from time to time, **may** be excluded from interest on arrear charges.

(f) If a customer enters into an arrangement to settle his/her debt, all interest maybe be waived as a payment incentive. All interest will be written off on entering into a debt repayment arrangement, but if the arrangement is not honoured, all interest written off will be re-instated on the customer’s account. The incentive will dealt with in the following manner

Payments	Interest Discount
1. Payment of up to 25%	Interest discount up to 25%
2. Payment from 25% to 50%	Interest discount from 25% to 50%
3. Payment from 50% to 75%	Interest discount from 50% to 75%
4. Payment of 100%	Interest discount of 100%

(g) Interest will be reversed where the debt giving raise to the interest was levied in error by the municipality.

5.7 ACCOUNT DUE DATE

(a) Monthly account due date represents the date on which the customer's account becomes due and payable, the due date shall be as determined by the Council from time to time. At present the due date is the 07th of each month.

(b) Where the owner has entered into an agreement with the Council to pay property rates annually, the due date shall be as determined by the Council from time to time.

(c) Account due date will be reflected on customer account statement.

(d) Only payments receipted through the Councils financial system or reflecting on the municipal bank account on or before account due date will be deemed to have been duly received.

(e) Payments by customers through 3rd party vendors, will only be deemed to have been received when receipted through the Councils financial system or reflecting on the bank account on or before the due date

5.8 CASH ALLOCATIONS

5.8.1 In accordance with section 102 of the Act, the municipality may;

5.8.1.1 Consolidate any separate accounts of persons liable for payments to the municipality

5.8.1.2 Credit a payment by such person against any account of that person; and

5.8.1.3 Implement any of the debt collection and Credit Control measures provided for in this policy in relation to any arrears on any of the accounts of such a person

5.8.2 Any amount paid may be appropriated to the oldest debt first.

5.8.3 Any amount paid by the customer in excess of existing debt maybe held in credit of a customer in anticipation of future rates and fees for Municipal services, and no interest will be payable on that amount.

5.8.4 The municipality's allocation of payment is not negotiable, and the customer may not choose which service to pay.

5.9 PAYMENT EXTENSION

5.9.1 Temporary Payment Extension

(a) On verbal request of a customer, requests for payment extension in respect of outstanding debt will be considered in the following circumstances:
   - (i) Customer account under inquiry.
   - (ii) Customer account under dispute.
   - (iii) Pending outcome or conclusion of court cases.
   - (iv) Merit cases as approved by CFO or delegated official.

(b) Customer may be represented by a duly appointed nominee or agent, and such nominee or agent shall upon request produce sufficient proof of such appointment.

(c) Payment extension will be granted for maximum period of sixty days from date of application and may be extended on month-to-month basis.

(d) Payment extension will not result in the suspension of legal actions and / or court actions unless authorised by Accounting Officer.

(e) Approved payment extension will result in the temporary suspension of credit control actions.

(f) Approved payment extension will NOT result in the termination, extension or suspension of interest on arrears.

(g) Extra-ordinary payment extensions as per paragraph 5.8 of this policy will only be allowed for a maximum period of twelve months.

5.10 ARREAR ACCOUNTS

(a) If a consumer fails to pay the full amount due and payable on or before the account due date, the unpaid amount is in arrears and a final demand notice shall be sent and may be hand delivered or delivered, per mail or any electronic means available, to the most recent recorded address or electronic contact address and / or number of the consumer.

(b) Failure to deliver or send a final demand notice does not relieve a consumer from paying such arrears.

(c) The final demand notice must contain the following

(i) the minimum amount payable, and the date by which such amount must be paid.

(ii) that the consumer may conclude a debt repayment agreement with the Council for payment of the arrears amount in instalments.

(iii) that if full minimum amount payable is not paid and / or debt repayment agreement is not entered into within the stated period, that the electricity and / or water services will be discontinued or restricted and that legal action will be instituted against consumer for the recovery of any amounts in arrear, without further notice.

(d) The customer together with the account(s) that is / are in default may be handed over to a duly appointed collection agent or attorney for collection.

(e) The consumer's name **may** be made public and may be listed with a credit bureau or any other equivalent body as a defaulter.

(f) In terms of section 288 the Criminal Procedure Act 51 of 1977 which empowers Council Attorneys to attach the customers' properties starting with movable properties before immovable properties

5.11 COST TO REMIND CUSTOMERS OF ARREARS.

An administrative fee will be levied against the account of a customer in terms of the tariff provisions of the Council, in respect of any action taken in demanding payment from the customer or reminding the customer by means of notice delivered by mail, by hand or any electronic means available, that account is in arrears.

If a customer requests a temporary payment extension (before account due date, and on a monthly basis) where he/she can proof that he/she does not have sufficient funds to pay the arrears and/or full monthly account (non-indigent customers), the admin fees will not be charged as long as the customer pays at least the monthly water and electricity consumption charge (i.e. excluding property rates, refuse charge, sanitation and and availability charges) before the account due date.

6. ACTIONS TO SECURE PAYMENT

(a) The Council or its duly appointed agents may, in addition to the normal civil legal steps to secure payment of accounts that are in arrears, take the following actions to secure payment for property rates, municipal services, interest, penalties and other related charges namely-

(i) Termination and / or restriction of the provision of any municipal services in accordance with paragraph 7; and

(ii) Block any purchase of electricity for all accounts that are in arrears

(iv) Block any purchase of electricity for the amount outstanding for 30 days or

(v) Allocate any percentage as determined by Council from time to time, from the purchase of electricity to the outstanding amount.

(b) The Council may further take the steps contemplated in section 104(1)(f)(ii) of the Municipal Systems Act, subject to the regulations made or guidelines issued by the Minister, if any, and provided that any intended seizure of property must be referred to the Municipal Manager or his / her nominee for approval or such directives which the Council deems necessary under the circumstances.

(c) The Council may, in terms of the provisions of section 104(1)(f)(iii) of the Municipal Systems Act, read with section 28(i) of the Municipal Property rates Act, No of 2004 as amended, attach the rental or any other payments due to customers who are in arrears with their municipal accounts.

(i) If any debt levied in respect of a property is in arrears by the owner of the property, the arrears may be recovered in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier.

(ii) Written notice has been served on the tenant or occupier and property owner or agent of property owner.

(iii) The tenant or occupier of property or agent of property owner must on request by the Council, furnish a written statement specifying rental and other payments to be made by the tenant or occupier to the owner of the property during a period as determined by Council.

(iv) The amount the Council may recover from the tenant or occupier of a property is limited to the amount of rent payable by the tenant or occupier to the owner of the property.

(v) The Council may recover the arrear amount on a property in whole or in part from the agent of the registered owner.

(vi) Any amount recovered from the tenant or occupier will be set off against the arrears of the property owner.

(d) The Council may, in the case of company, close corporation, trust in terms of the Trust Property Control Act No. 57 of 1988, home owners association or a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), extend the liability in respect of customer arrears to the Senior Manager or any delegated officials, members or trustees thereof jointly and severally.

(e) The Council may, at the cost of the consumer, install water management device and / or pre-paid electricity meters upon the failure of the consumer to make regular payments to Council for services consumed.

7. POWER TO RESTRICT OR TERMINATE SUPPLY OF MUNICIPAL SERVICES

7.1 GENERAL

(a) The Council or duly appointed agent may terminate and / or restrict the supply of water, electricity or in the case of pre-paid electricity withhold the selling of electricity in terms of the prescribed disconnection procedures, or discontinue any other service to any premises associated with the customer, whenever a consumer of any service –

- (i) after the expiry of the period for payment in terms of the final demand / final notice, fails to make full payment on the due date or fails to make acceptable arrangements for the repayment of any amount for municipal services, property rates or taxes or other amounts due in terms of this policy;
- (ii) no payment was received in accordance with an agreement for payment of arrears.
- (iii) fails to comply with a condition of supply imposed by the council.
- (iv) obstructs the efficient supply of electricity, water, or any other municipal services to another customer.
- (v) Denies municipal employee or agent an access to his/her property for taking water or electricity readings for the period of three(3) months.
- (vi) supplies such municipal service to a consumer /owner who is not entitled thereto or permits such service to continue.
- (vii) causes a situation, which in the opinion of the council is dangerous, or a contravention of relevant legislation.
- (viii) in any way bridges the supply or illegally reconnect previously disconnected municipal services.
- (ix) is placed under provisional sequestration, liquidation or judicial management, or commits an act of insolvency in terms of the Insolvency Act, 1936 (Act 24 of 1936);
- (x) is subject to an administration order granted in terms of section 74 of the Magistrates Court Act, 1944 (Act 32 of 1944) in respect of such user.

(b) The Council shall hand deliver, per mail or per electronic means available, to the physical address of property or most recent recorded address or electronic contact address and / or number of such customer, a discontinuation notice informing such consumer –

- (i) that the provision of the service will be, or has been discontinued on the date stated on the discontinuation notice; and
- (ii) of the steps which can be taken to have the service reconnected.
- (iii) of the minimum amount payable to restore service.

(c) The right of the Council or any duly appointed agent to restrict or discontinue water to any premises, owner of property, tenant on property, customer or occupant of property, shall be subject to the provisions of sections 3 and 4 of the Water Services Act, 1997 (Act 108 of 1997).

(d) The right of the Council to restrict or discontinue the provision of electricity to any premises, owner of property, tenant on property, customer or occupant of property shall be subject to the provisions of the Electricity Act, 1987 (Act 41 of 1987).

(e) The right of the Council or any duly appointed agent to limit or restrict the supply of municipal services to a customer shall be subject to the provisions of the Health Act, 1997 (Act 63 of 1997), and the regulations made there under.

7.2 COST TO RESTRICT OR DISCONTINUE SERVICES.

Where any municipal service is restricted or discontinued as a result of non-compliance with provisions of this policy by the customer, the Council shall at its prerogative be entitled to levy and recover:

(i) Admin fee in terms of the tariff provisions of Council;

(ii) Installation of water management devices as determined by the Council from time to time;

(iii) Installation of a pre-paid water and electricity meter or equivalent as determined by Council from time to time;

(iv) Consumer deposit held against customer account may be increased subject to the provisions of deposit policy and tariff provisions of Council.

(v) Any other applicable fees, tariffs, charges in terms of tariff provisions of Council.

(vi) If a customer requests a temporary payment extension (before account due date, and on a monthly basis) where he/she can proof that he/she does not have sufficient funds to pay the arrears and/or full monthly account (non-indigent customers), the admin fees will not be charged as long as the customer pays at least the monthly water and electricity consumption charge (i.e. excluding property rates, refuse charge, sanitation and and availability charges) before the account due date.

8. RECONNECTION OF MUNICIPAL SERVICES

8.1 GENERAL

(a) Services, restricted or disconnected in terms of section 7, will only be reinstated and reconnected after satisfactory payment or satisfactory arrangement for payment of arrears; penalties and / or adjusted deposit have been made in accordance this policy.

(b) Services may only be reinstated or reconnected by Council or duly appointed agent.

(c) Subject to capacity at the time to restore such services which have been restricted or disconnected, such services will be restored within a reasonable time after the relevant conditions of this policy have been met. Reconnection or reinstatement of services will be done within 24 hours and not later than 48 hours.

(d) Onus shall be on the customer to request reconnection and to prove that the full amount as required has been paid.

8.2 COST FOR THE RECONNECTION OF SERVICES

Where any instruction is issued by Council for the reinstatement of normal service flow or reconnection of municipal service, restricted or disconnected in terms of this policy, reconnection fee will be levied in terms of tariff provisions of Council.

9. DEBT REPAYMENT ARRANGEMENTS

9.1 GENERAL PRINCIPLES

(a) Only a property owner with positive proof of identity or a letter of appointment by Magistrate Court will be allowed to enter into an debt repayment agreement for the payment of arrears in instalments.

(b) If applicant is a company, close corporation, trust in terms of the Trust Property Control Act No. 57 of 1988, home owners association or a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), debt repayment arrangement to be signed by duly authorised representatives.

(c) The amount due and payable by a customer constitutes a consolidated debt, and any payment made by a consumer will be allocated in reduction of the consolidated debt in the order determined by the Council.

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

9.2 DURATION AND CONDITIONS FOR PAYMENT OF ARREARS IN INSTALMENTS

(a) No agreement for the payment of arrears concluded by the nominated officers may be longer than 60 months (depending on amount of debt), unless the circumstances referred to in section 9.2(b) prevail.

(b) The Council may, on an individual basis, allow a longer period than 60 months for the payment of arrears, if –

   (i) special circumstances prevail, which in the opinion of the Council warrants such an extension, and which the consumer could not reasonably prevent or avoid; and

   (ii) documentary proof of any such special circumstances has been furnished by the consumer on request by the Council.

(c) This extension of the repayment period in 9.2(b) may not be longer than an additional 60 months.

(d) The customer may be required to prove levels of income and must agree to a monthly instalment;

(e) The Council must, in exercising its discretion under paragraph (a) and (b) have regard to a consumer's –
   (i) internal credit record;
   (ii) previous and frequency of dishonoured payments
   (iii) instances of meter tampering or illegal connection
   (iv) consumption and level of service;
   (v) previous breaches of agreements for the payment of arrears in instalments; and
   (vi) provisions of National Credit Act
   (vii) any other relevant factors.

(f) The customer shall be required to make a down payment based on 25% initial payment on consolidated arrear debt on date of entering into an agreement to pay in instalments if his/her services have been disconnected/reduced or he/she is appearing on the disconnection list.

The amount of 25% can be waived in the following manner

If the client has	In short of	Delegated official
23% - 24% of the initial payment	2%-1% of the initial payment	Senior Accountant – Credit Control and Debt Collection
20% - 22% of the initial payment	5%-3% of the initial payment	Manager Revenue
15% - 19% of the initial payment	10%-6% of the initial payment	CFO or delegated Official

The total initial payment of 25% required, can be waived by the CFO or a delegated official. The CFO or delegated official will take the following into consideration before waiving the required payment;
   (1) Total Amount outstanding.
   (2) Customer's payment history within 12 months
   (3) Indigent
   (4) Any other unpleasant condition which seems to have prompted non-payment. The proof of that condition must be submitted.

(g) Once an agreement referred to in 9.1 has been concluded, the amount in arrears shall be reflected as a current amount, and no further interest shall be added to arrangement debt. Interest already levied will be written off on entering into an arrangement but will be re-instated if the customer does not honour the arrangement.

(h) The customer will be required to effect payment of current plus arrangement instalment on or before account due date, failure which will result in the immediate cancellation of debt repayment arrangement.

(i) Customers who default on four occasions in respect of debt repayment arrangements made, may be denied facility to enter into further debt repayment arrangements and full amount becomes due and payable.

(j) If the customer defaults on the third debt repayment arrangement, a further arrangement may be granted to the customer by the Senior Manager or any delegated official or his/her nominee on submission of full motivation.

(k) In the case of multiple default the following steps may be undertaken:

(l) Installation of water management devices as determined by the Council from time to time;

(m) Installation of a pre-paid electricity meter or equivalent as determined by Council from time to time;

(n) A copy of the agreement must be made available to the consumer.

(o) Administrative approval of arrangements will be delegated to the following staff members:

Debt Amount	Delegated Official
Debt up to R20 000	Chief Clerk Debt Collection
Debt between R20 001 and R100 000	Chief Clerk/Snr Accountant
Debt greater than R100 000	Manager or any delegated official Income
Business accounts greater than R100 000	Senior Manager or any delegated official Income

10. AGENTS, ATTORNEYS AND OTHER COLLECTION AGENTS

(a) The names of all external agents acting on behalf of the Council, together with their address and contact information may be published in a manner that will ensure that it will come to the attention of the customers of the municipality.

(b) Under no circumstances may agents negotiate terms, extend payment periods or accept cash on behalf of the Council, unless specifically instructed in writing to do so, and such instruction must be produced on request of a customer.

(c) An agent must record the cost to the Council and a customer for each stage of the credit control measures taken by him or her and for all possible actions which could be necessary in the credit control process.

(d) All legal and debt collection costs, including attorney and own client costs incurred by the Council and / or appointed agents in the recovery of arrear amounts, may be levied against the arrears account of the customer, and may be recovered by a duly appointed agent.

11. LEGAL ACTION

(a) Should any debtor fail to pay any debt, referred to in this policy or section 118 (3) of the Local Government: Municipal Systems Act 32 of 2000 by due date, the Accounting Officer may serve a notice in terms of section 115 of the Local Government: Municipal Systems Act 32 of 2000, –

(i) on the debtor, and

(ii) on the property,

calling upon such debtor to pay such debt within twenty-one days of such notice.

The notice shall state that should debt per notice not be settled within 21 (twenty one) days of such notice, legal proceedings will be instituted for the recovery of debt plus any additional costs incurred in the application of this policy and will further an order of Court for the sale of the customers moveable and immovable property for the outstanding debt.

(b) All the amounts above a certain threshold as determined by Council from time to time and over 90 days may be handed over to Debt Collectors for collection and to attend to matters that are defended when deemed necessary

(c) If after giving notification in terms of section 11(1) such debt remains outstanding, legal proceedings will be instituted through court of competent jurisdiction, against customer. Once the debt has been handed over, no arrangements will be made by the municipality and the debtor will be required to make arrangements with the debt collectors.

(c) Such court of competent jurisdiction shall be requested to summarily order any such moveable and immoveable property against which the debt is owing to be sold by way of public auction in terms of provisions of section 104(1)(f)(ii) of the Local Government : Municipal Systems Act 32 of 2000 subject to the regulations made or guidelines issued by the Minister, if any, and provided that any intended seizure of property must be referred to the Accounting Officer or his / her nominee for approval or such directives which the Council deems necessary under the circumstances.

12. DISHONOURED PAYMENTS

(a) Where any payment is made to the municipality by a negotiable instrument (cheques), and such negotiable instrument is dishonoured by the bank, the Council may levy costs and administration fees against the account of the defaulting debtor at the rate determined by the Council from time to time.

(b) Payment to the account will be reversed and credit control will immediately be affected on such accounts without any further notice.

(c) The Council reserves the right to refuse to accept or cancel such further payment instruments from customer.

(d) The Council may place the customer on the relevant adverse credit rating list and / or take any steps as contained in this policy which may include criminal charges if applicable.

(e) Where a payment referred to in section 11(a) was tendered and any debt management action in terms of this policy was suspended as result of deemed payment, such debt management action shall continue without further notice to such customer.

13. WRITING OFF OF BAD DEBTS

The Council will consider writing off bad debts –

(a) Only after all reasonable steps have been taken to recover the debt in accordance with this policy, and the Council has convinced itself that:

   (i) recovery of the debt would be uneconomical; or

   (ii) recovery would cause undue hardship to the customer or his/her dependants; or

   (iii) it would be to the advantage of the Council to effect a settlement of its claim or to waive a claim.

(b) The debt to be written off as determined in (a) above will only be effected:

   (i) in terms of council policy; or

   (ii) in terms of legislation; or

   (iii) in terms of delegated powers; or

   (iv) in terms of regulations issued

14. FULL AND FINAL SETTLEMENT OF A DEBT

(a) The Council may appropriate monies received in respect of any municipal debt at its sole discretion as stipulated in terms of Section 102 of the Municipal Systems Act

(b) Where the exact amount due and payable to the municipality has not been paid in full, any lesser amount tendered to and accepted by Council, shall not be deemed to be in full and final settlement of such an amount, unless accepted in terms of a power delegated authority.

(c) The provisions in subsection (b) shall prevail notwithstanding the fact that such lesser payment was tendered and/or accepted in full settlement.

(d) The acceptance of a lesser amount, by an authorised officer of Council, duly delegated to act in this capacity, must be in writing and signed by both parties.

15. CREDIT BUREAU LISTING OR SIMILAR

The names of debtors must, after Court judgement, be automatically listed with credit bureaus or similar mediums as prescribed and or deemed fit by Council.

16. FRAUD, THEFT AND OTHER CRIMINAL ACTIVITY (ILLEGAL CONNECTIONS)

(a) Subject to applicable legislation, the Council **may** refuse the supply of water or electricity to a consumer who is found guilty of fraud, theft or any other criminal offence, or, where it is evident that such criminal offence has occurred, until such time as the total costs, penalties, other fees, illegal consumption and any applicable tariffs and rates due to the Council have been paid in full.

(b) A fee as determined by Council from time to time will be levied for illegal connection of services

(c) Illegal connection, reconnection or tampering with a service supply of Council is considered a criminal offence which may result in legal actions being taken.

(d) If a customer has illegally connected his/her account, the municipality may remove the meter/connection in totality.

17. SHORT TITLE

This Policy shall be called the Credit Control and Debt Collection Policy of Gamagara Local Municipality.