



METER READING CONTRACT

Entered into by and between

MSUNDUZI MUNICIPALITY

(Hereinafter referred to as **the Municipality** and represented herein by **Mr Moses Thamsanqa Ngobese** in his capacity as Consolidated Billing Manager of the aforesaid Municipality

which chooses as its *domicilium citandi et executandi* as

The Consolidated Billing Manager Room 129, First Floor, AS Chetty Building, 333 Church Street,
Pietermaritzburg

AND

**(FULL NAMES With Identity Number/Registration Number,
herein represented by Mr/Ms.....who warrants his/her authority thereto**

(Hereinafter referred to as **the CONSUMER**)

who chooses as his/her/its *domicilium citandi et executandi* the following address, namely:

CONTEXT AND PREAMBLE:

It is in the interest of both the Municipality and the Consumer that regular and accurate services accounts are rendered to the Consumer by the Municipality. The Municipality will receive the necessary compensation for the services it rendered and the Consumer will have the benefit of sustained services and accurate accounts. The Parties acknowledge that these mutual benefits will enhance the relationship between the Municipality as local authority and the citizenry.

The Parties therefore agree as follows:

1. The Consumer agrees to submit to the Municipality, in the manner and at the intervals described elsewhere in this agreement, accurate readings of the water and electricity meters serving his /her/its property.
2. The Consumer shall submit such readings to the Municipality on a monthly basis. The Consumer shall furthermore supply such readings in respect of the most recent month of the supply of services by no later than the 7th day of the following month.
3. The Consumer shall submit such readings by utilising one of the following methods:
 - (a) By handing in the readings personally at the following address:

Meter Reading Section,
First Floor, AS Chetty Building,
333 Church Street,
Pietermaritzburg
 - (b) By e-mailing the readings to meter.reading@msunduzi.gov.za with the subject clearly indicated as %Meter Readings+
 - (c) By visiting the website: www.msunduzi.gov.za, and clicking on the link %Meter Reading Submission+,
 - (d) By faxing the readings to 086 770 1884, for attention Baboo Maharaj and clearly marked %Meter Readings+,
 - (d) By telephoning the readings to the following landline numbers: (033) 392 2103; 392 2168 and 392 2554.
4. The following minimum information must be contained in the above notifications:
 - (a) The name of the consumer;
 - (b) Account number;
 - (c) The physical address to which the notification relates;
 - (d) An accurate reading of the water and electricity meter;
 - (e) A contact email address, fax number and telephone number;
 - (f) The date of the readings and
 - (g) Whether the readings are final readings in the event of the consumer relocating to another address or the account is terminated by the consumer.
5. Where meter readings are handed in personally in accordance with clause 3(a) the Municipality shall acknowledge receipt by providing the consumer with an acknowledgement of receipt. Where meter readings are communicated by telephone to the Municipality in accordance with clause 3(d) above, the Municipality shall acknowledge receipt by providing the Customer with a unique reference number.
6. The Municipality undertakes and reserves the right to conduct audit readings during the normal reading cycles and at the intervals it deems fit. The Consumer undertakes to make the property to which this agreement relates, accessible for the purpose of conducting such audit readings. In the event that the Consumer fails to make the property so accessible, the Municipality reserves the right to terminate supply of services subject to and in accordance with the provisions of the relevant bylaws and policies.
7. The Municipality may terminate this agreement if the Consumer fails to rectify any breach of this agreement within 14 days after having been required to do so by the Municipality. It is expressly agreed that a failure by the Municipality to issue the aforesaid notice of breach or a failure to terminate this agreement will not entitle the Consumer to a continued supply of

services in the event that the Consumer performs an act which entitles the Municipality to terminate any services to the Consumer in terms of and in accordance with its bylaws.

8. The Consumer, in accordance with clause 4(g) above, undertakes to inform the Municipality beforehand of his, her or its intention to move to another supply address so that a final reading may be taken by the Municipality. The Consumer understands that a fee may be levied by the Municipality in terms of its tariffs to cover the costs of obtaining a final reading if no advance warning is given and special arrangements are required to obtain such a final reading by the Municipality.
9. In the event of a dispute between the Consumer and the Municipality regarding a reading, the appropriate legislation, including bylaws and policies will apply and nothing in this agreement shall detract from the Municipality's rights to where appropriate, terminate or restrict services in accordance with the aforesaid legislation, bylaws and policies.
10. The Consumer further undertakes to faithfully comply with all relevant legislation, bylaws and policies relating to the supply of services. Where this agreement is entered into on behalf of a legal person, the person concluding this agreement warrants that he or she is duly authorised to conclude this agreement.
11. It is recorded that nothing in this agreement is intended to, in any way, detract from any relevant legislation, including the Municipality's supply bylaws and policies, and this contract should therefore not be interpreted to constitute a waiver of any of the Municipality's rights to act in terms of the aforesaid legislation, bylaws and policies. In the event of any conflict between this agreement and the aforesaid legislation, bylaws and policies, the legislation, bylaws and policies shall prevail.

SIGNED AT..... ON THE 00 .. DAY OF 00 00 00 00 00 00 00 00 00 .2014

WITNESSES:

1. _____

2. _____

CONSUMER (FULL NAMES)

WITNESSES:

1. _____

2. _____

**MR. Moses Thamsanqa Ngobese, OBO
THE MSUNDUZI MUNICIPALITY**