

# **Nelspruit Water and Sanitation Concession**

A Public/Private Sector Partnership

Consumer Rules

**Of**

THE GREATER NELSPRUIT UTILITY COMPANY  
trading as SILULUMANZI

THESE RULES ARE PUBLISHED BY SILULUMANZI IN CONJUNCTION WITH THE  
MBOMBELA MUNICIPAL COUNCIL

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## **INTRODUCTION**

Under the terms of the Water Services Act of 1997, Section 4, a water service provider is obliged to set terms and conditions for the provision of services.

These provisions, which must be made accessible to the public, are as follows:

- The technical conditions of the existing and proposed extensions of supply;
- The structure of the tariff;
- The payment conditions;
- The circumstances under which water services may be limited or discontinued;
- Fair and equitable procedures for limiting or discontinuing water services;
- Measures to promote water conservation and demand management.
- The Water and Sanitation By Laws of Mbombela Local Municipality published on 31<sup>st</sup> October 2003.

Silulumanzi is your water service provider and has a 30-year concession contract with Mbombela Local Municipality, to extend and manage water supply and sanitation services in the Concession Area.

A map indicating the concession area is attached, Appendix B.

The concession contract is in accordance with the Water Services Act December 1997 and to the satisfaction of the Provincial Legislature and the Minister of Water Affairs and Forestry.

Silulumanzi is a special purpose company, a subsidiary of Cascal, an International Water Company providing the commercial, engineering and managerial expertise in water utility services

Cascal has considerable experience in this field and is successfully managing a number of similar concessions around the world.

## 1. MISSION STATEMENT

*Our aim is to provide our Customers with a) the highest standards, b) drinking water of the best possible quality and c) a reliable, affordable service that meets your needs and budget.*

### **Our Aims**

The Company is committed to provide excellent service and information to its Customers. Personnel are available at our Customer Services offices to answer enquiries on our levels of service and charges.

The Company has the following Customer Service guidelines that have to be met.

- To provide good quality potable water, compliant with the standards laid down by Mbombela Local Municipality.
- To dispose sewage efficiently in a manner that minimises the effects on the environment.
- To ensure that prices are fair and affordable, especially to low-income Customers, taking into account of the Government's free basic water policy.
- To provide an efficient and courteous service to Customers. Under normal circumstances, the Company will ensure that Customers receive an adequate supply of water and a reliable sewage disposal service.
- To offer clear and understandable information to Customers.
- To provide a range of payment options, so Customers are able to meet their obligations in term of paying for the services of Silulumanzi.
- To respond quickly to enquiries and complaints and take prompt action where necessary.
- To promote water conservation and environmental management.

## 2. LOCATION OF OFFICES

Staff members are available at our offices where you can make enquiries, receive advice, pay your bills and register service complaints.

### 1. Head Office - Nelspruit

Address (Postal) Silulumanzi  
P. O. Box 12753  
Nelspruit 1200

Address (Physical) 16 Nel Street, Nelspruit

**Telephone** - [013] 752 6839

**Fax** - [013] 755 2618

E - Mail enquiries@silulumanzi.co.za

### 2. District Office - Kanyamazane

Address Ka'Nyamazane Shopping Complex

**Telephone** - [013] 794 3340

**Fax** - [013] 794 0179

### 3. District Office - Matsulu

Address Municipal Office - Matsulu

**Telephone** - [013] 778 0089

**Fax** - [013] 778 0089

### 4. District Office - Msogwaba

Address - Msogwaba Mbebe Center

**Telephone** - [013] 794 7008

**AFTER HOURS - ALL EMERGENCIES**  
**[013] 752 6839**

### 5. Normal Office Hours: - 7.30 am until 4.00 pm

### 3. Quality of Service

#### 3.1 General

Water supply and sanitation services are to be provided in accordance with the following performance targets.

- The present standard of service in Nelspruit and KaNyamazane will be maintained.
- Within 7 years the supply of water will be gradually improved to achieve a 24-hour continuous supply to all formal stands in Matsulu. In the other rural areas a 24-hour supply will be provided within 10 years.
- Expansion and upgrading will be on effective demand, which means that the users pay for their connections.
- Improved water and sanitation services are to be expanded to the Peri -Urban areas.
- The quality of the treated water is to be in accordance with the following National Regulations:

SABS 241, 1984 - Specification for Water for Domestic Supplies Water Services Act, No. 108 of 1997.

Requirements for the Purification of Waste Water and Effluent, Government Gazette No. 9225 Reg. No.991, 18 May 1984.

- The design and construction of all new treatment works, pump stations, reservoirs and pipelines will be to a standard in accordance with or exceeding that described in:

Guidelines for Engineering Services and Amenities in Residential Township Developments, 1994.

Where existing facilities do not meet the above guidelines, a programme of refurbishment and rehabilitation will be implemented.

Mbombela Local Council has determined the quality of service required and they monitor the Company's performance to ensure compliance with these requirements.

### 3.2 Water pressure and flow

If you advise us that you suffer from poor water pressure we will carry out a survey. If we find that the water pressure is unreasonable we will, where possible, modify the supply system to give you improved pressure. If we are unable to improve your pressure we will explain why.

Minimum residual water pressure at residences should be in accordance with Table 9.17 of "Guidelines for Human Settlement Planning and Design"

A breach of these requirements is permitted in the following circumstances:

- exceptional local peak demand, subject to a limit of twice during any one 24 (twenty four) hour period;
- where low pressure is associated with an identified leakage or with a power cut not attributable to the Company;
- where low pressure occurred due to either repair or maintenance work or new construction work, provided that prior notice of 48 hours has been given to the Customers affected;
- where low pressure has been caused by the actions of third parties.

Mbombela Local Municipality will approve lower available pressure values in designated areas if, for technical reasons or because of particular characteristics of those areas, water services can be provided satisfactorily with a lower pressure. Satisfactory for the purpose of this clause shall mean 85 % availability of potable water.

Due to particular characteristics of some areas, Customers may formally request a greater water supply pressure. Where possible, the mechanisms required for meeting those requirements, will be provided except in cases where it is shown that it is technically or financially not feasible.

Maximum pressure in the water services pipelines may also be controlled and restricted to prevent harm to legitimate third parties and to reduce water losses. Any planned significant change in the pressure in the water services will be notified to all Customers affected.

Minimal water flow will, where applicable, be designed to be in accordance with SABS 090 [1972] "Community Protection Against Fire" and in general to that quoted in "Human Settlement Planning and Design". For the sizing of water mains for fire services, the areas outside Nelspruit are considered low risk groups.

### **3.3 Repair of pipe bursts and unforeseen interruptions**

#### **Pipe Bursts**

Pipe bursts will be repaired, where possible, within 2 to 24 hours of notification depending on the degree of urgency. All affected Customers will be advised within 24 hours of what action will be taken and when.

Customers are encouraged to report any pipe bursts that they may become aware of by contacting one of the numbers listed on page 6.

#### **Unplanned and unforeseen interruptions**

If any water supply breakdown or interruption of flow where at least 48 (forty-eight) hours advance notice has not been given to the affected Customers and is caused by pipe bursts or actions of third parties not associated with the Company.

The Company will aim to restore the water supply within 24 hours of notification of any unplanned interruption.

If there is a burst in a major trunk serving an area and supply is interrupted for 12 hours or more, an alternative supply will be provided until such time as normal services are resumed.

### **3.4 Planned service provision cuts (Scheduled Interruptions)**

A scheduled Interruption is when work is necessary to maintain, renew, and upgrade any water supply service.

All affected Customers are to be advised at least 48 hours in advance and advised of the estimated duration.

The duration and extent of any scheduled cut will be minimized taking into account technical parameters.

#### **Planned interruptions**

When your water is turned off in order to carry out planned work, you will be notified beforehand, either in writing or by local newspaper announcement or by radio or the posting of public notices in the affected areas.

If the supply is likely to be off for more than 4 hours, we will give you at least 48 hours notice, stating the duration of the interruption and anticipated time of re-connection.

If there is an unforeseen problem and the supply is interrupted for more than 12 hours, you will be provided

with an alternative supply until the normal supply is restored.

## **Sanitation Services - Service Interruptions**

### **Planned interruption**

A planned interruption shall include any sanitation service interruption, which is made to carry out any maintenance, renewal, rehabilitation and/or other task required for proper provision of sanitation services.

The duration and extent of any planned interruption will be minimised taking into account technical parameters.

### **Unforeseen interruption - Sanitation Services**

If any blockage or overflow of the sanitation service over which the Company has no control and may have been caused by actions of third parties not associated with the Company.

### **Cleaning of blocked sewers**

Where possible, cleaning blocked sewers is to be carried out within 24 hours of notification. All affected Customers will be advised within 18 hours of what action was taken.

## **3.5 Response to major flooding, sewer overflows and other emergencies**

The Company operates a 24hr Emergency Standby system to deal with major flooding, sewer overflow and other emergencies.

Our standard response times are:

**Category 1** - Disruptions causing life threatening situations and/or potential damage to properties and other facilities - immediate response and attend to the incident within 2 hours of being notified or becoming aware of the fact.

**Category 2** - Disruptions causing significant water losses or discomfort to the public - attend to the incident within 4 hours of being notified or becoming aware of the fact and provide alternative supply if the service cannot be resumed within 12 hours of notification.

**Category 3** - Disruptions causing no damage or significant water losses - effect and complete repairs within 24 hours of being notified or becoming aware of the fact.

In all cases the Company will, within 18 hours of being notified or becoming aware of the fact, inform affected Customers of the measures adopted to resolve the disruption, including alternative arrangements where appropriate.



### **3.6 Customer care**

If you have a complaint, please tell us first by calling our Customer Services Department.

If we cannot solve the problem through the phone we will take the necessary actions as quickly as possible. Alternatively you may visit in person or write to our Customer Services Department.

Please include full details of your complaint together with your address, account number and telephone number where available, so that we can contact you if necessary.

#### **Response to customer complaints and queries**

The Company maintains a database of all complaints received.

A 24-hour, 7 day a week, service is maintained to receive calls of disruptions and to react as required.

A response to Customer's complaints and queries will be made within 10 working days of notification.

All district offices are manned by competent personnel and open to the public during normal working hours for payments, enquiries and to receive complaints.

#### **Complaint Acknowledgement Letter**

Response to all written complaints will be made within 10 working days of receipt.

In cases where a thorough investigation is necessary, an acknowledgment letter will be sent within 10 days. A full response will be provided within 20 days of receiving the letter.

Our reply will provide a full explanation and remedies taken.

#### **Account Queries**

All written enquiries regarding accounts will be responded to within 10 working days of receiving your letter.

Staff will also be available at the payment centers during normal working hours to address minor queries or explain details of your account.

## 4. WATER METERS

The customer through the Connection Charges meets the cost of new connection installation including water meter. The water meter however, remains the property of the Company who continues to replace/repair the meter at the Company's cost.

### 4.1 General

#### Meter Care

It is the Customer's responsibility to make sure that the Company's water meter on his property is not damaged or broken.

If the meter wears out or breaks down due to normal wear and tear, the Company will repair or replace it at no charge.

If the meter is broken or damaged and cannot be read, and in the opinion of the Company is due to reasons other than wear and tear, then the Customer will be required to pay for the repair or replacement costs.

Failure to pay could result in forfeiture of the deposit and/or disconnection of the supply.

Only authorised Company personnel are allowed to remove, replace or operate water meters. If the meter and or its seal is found to have been removed or replaced by other than Company authorised personnel or it has been found to be tampered, the customer may be prosecuted in accordance with the By Laws of Mbombela Local Municipality and/or the water connection be disconnected.

Customer must ensure that the meter is accessible, and is responsible to maintain the cleanliness of the box and the meter.

Under no circumstances should a meter be left covered by rubbish, rubble, concrete or pavement and Customer is responsible to make sure these circumstances do not occur.

#### Paying by volume

If you have a water meter installed, then your account is based on the volume of water recorded by the meter **including any leaks** that may occur between the meter and your property.

#### Position of the water meter

The Company's water meter is usually installed on the stand boundary in accordance with the Municipal By-Laws, with a stopcock valve on each side of the meter. The

Customer is responsible for all of the pipe work from the meter to the premises, including a stopcock if one has been fitted between the meter and the premises.

The customer must be aware of the location of the meter and is responsible for ensuring the meter is accessible to the meter reader and other authorized Silulumanzi personnel needing access to maintain the meter at all times.

#### **Water Meters on common supply pipes**

Normally one meter per property owner will be installed.

Where a stand is sub-divided and two or more Consumers are supplied via a common supply pipe, the cost of providing additional meters has to be met by the Consumer.

## **4.2 Leakage from metered supplies**

### **Checking for leaks when a water meter is installed for the first time**

The Customer is responsible for maintaining the pipe work from the meter to the property, irrespective of the location of the meter. This includes repairing leaks in the pipe work between the meter and customer's tap(s).

Large amounts of water are lost from leaks in Customer's pipes. When a meter is installed, we will check if there are any significant leaks on the Customer's pipe-work at no charge.

We will advise the Customer if there is a leak in Customer's pipes and request that the leak is repaired by the customer at his own cost.

If you do not repair the leak and you allow water to run to waste (or to contaminate the public water supply) we may carry out the work and will charge you for it. In any case the water wasted through leaks in your pipe is payable by the customer.

***In some situations your water supply could be disconnected and you will be billed for any subsequent water lost.***

### **Free Leak Detection advice**

As part of our customer service, we provide leak detection advice free of charge. Whenever possible, we will help you locate the leak and provide guidance on how you can solve the problem.

### **Undetected leaks**

An unusually large water consumptions may indicate that there is an undetected leak in the supply pipe for which the Customer is responsible.

If the Customer discovers the leak and takes prompt action to repair, the Company may adjust the charges if they are proven to be due to the leakage. However, this adjustment is at the discretion of Silulumanzi.

Most leaks occur when pipes are old and badly corroded and it is often more economical to replace the pipe than repair it.

When the Customer has made repairs and charges have been adjusted, the Company will not adjust charges again if there are any further leaks on the same pipe at the same address.

#### **Adjusting charges for water supply**

If the Company decides to adjust the charges due to leaks, it will normally be based on the Customers average consumptions over several months when there is no leak. The adjustment will normally be applied to one month only when the leak occurred. It is customer responsibility to ensure that leak is not left unrepaired for an extended period over one month.

The Company reserves the right to reverse any adjustments if the Customer uses a consistently higher or lower amount than the estimate.

### **4.3 Testing of Water Meters**

If a customer believes his/her water meter is inaccurate then he/she may submit a request in writing for a meter test.

Meters will be tested in accordance with SABS 1529 -1 "Water meters for cold potable water"(1998). The test results will be made available to the Customer.

#### **Testing for New and Repaired Meters.**

When a new or repaired meter is tested, the difference between the indicated volume and the actual volume of water that passes through the meter shall not exceed:

- a) 5% of the actual volume passed at actual flow rates of less than quarter and
- b) 2% of the actual volume passed at actual flow rates of not less than quarter

#### **Testing for Used Water Meters.**

When a used water meter is tested, the difference between

the indicated volume and the actual volume of water that passes through the meter shall not exceed:

- c) 8% of the actual volume passed at actual flow rates of less than quarter and
- d) 3.5% of the actual volume passed at actual flow rates of not less than quarter.

**Note: *qt defined in accordance with SABS 1529 -1 "Water meters for cold potable water" (1998).***

If the meter is accurate within the standard, then the testing cost will be charged to the customer. If the meter is inaccurate, the Company will replace the meter and if necessary adjust the bill. Depending on the result of the test, this adjustment could be a reduction or an increase in charges.

## 5. CHARGING POLICY

(For Tariff Schedule see Appendix A)

### 5.1 Policy

Customers must enter into a Service Supply Agreement with the Company and pay for their water and sanitation services.

**Application for Water Services - See Section 9.**

The authority to charge for water supplies is contained in the Water Services Act 1997 and specific Municipal By-laws.

The charges are set in accordance with the tariff structure approved by Mbombela Local Council.

The charges are common throughout the Concession Area.

The tariff charges are reviewed annually and normally take effect from 01 July each year.

All applicable tariffs are based on the tariff promulgation of MLM. The tariff promulgation can be found at MLM notice boards and customer may request a copy of this document from Silulumanzi's customer service offices.

### 5.2 Basic Free Water Policy

The Government's policy to provide 6 kilolitres of water free each month to each domestic customer connection has been implemented.

There will be no charge for the first 6 kilolitres of water measured and for the first 6 kilolitres of sewage discharged every month.

***The allowance of basic water is 6 kilolitres each month and is not cumulative and cannot be accrued***

Usage above 6 kilolitres has to be paid for in accordance with the Tariff Schedule. Failure to pay will result in disconnection of the supply. **See Section 7.**

**Flats and Town Houses.**

Are properties within a development that is supplied by a common meter and where the account is paid by a 'Body Corporate'.

The free water allowance will be based on the number of properties in each development.

## **Business Customers**

***The basic free water policy does not apply to Business Customers or other non-domestic customers***

### **5.3 Metered Supplies - Domestic**

The owner or occupier of any premises receiving a metered supply of water shall be charged a volumetric charge based on the consumption of water recorded by the meter less the free basic water allowance.

If for any reason the volume of water supplied for any period has not been measured, a volumetric charge in respect of that period may be calculated on:-

- an estimated volume based upon an average volume. The average volume will be calculated using the previous six months measured volumes. If less than six months volumes are not available then the average will be based on the maximum number of monthly volumes that are available or
- an assessed volume determined by the Company.

The sanitation charge is currently limited at 50 kilolitres per month. This figure may change from time to time following a tariff review by Silulumanzi and MLM.

**Note: The limitation does not apply to Flats and Town Houses.**

### **5.4 Metered Supplies - Business**

#### **Water**

The owner or occupier of any business premises receiving a metered supply shall be charged a volumetric water charge based on the consumption of water recorded by the meter.

Where, for any reason the volume of water supplied for any period has not been measured, a volumetric charge in respect of that period may be calculated on: -

- an estimated volume based upon an average volume. The average volume will be calculated using the previous six months measured volumes. If less than six months volumes are not available then the average will be based on the maximum number of monthly volumes that are available or
- an assessed volume determined by the Company

## **Sanitation**

### **Business Customers**

The owner or occupier of any business premises receiving a metered supply shall be charged a volumetric sanitation charge based on the consumption of water recorded by the meter.

### **5.5 Connection Charges**

The Customer is responsible for the cost of installation and maintenance of his/her water and sanitation supply services.

#### **New or Upgraded Services**

Customers are charged for the connection from their premises to the water and sanitation supply mains.

#### **Existing Services**

If the premises are connected to the mains an administration charge is levied whenever a new customer moves into the premises.

### **5.6 Deposit**

A deposit/guarantee is payable together with the connection charge prior to supply being provided. The deposit is calculated on the estimated maximum volume used for **two-months**. As an alternative to paying a deposit the Company may accept a guarantee. The value of the guarantee is calculated on the same basis as the deposit provided that the estimated value is at least R 1,000.

### **5.7 Persons chargeable**

For metered supplies, charges are due from the person(s) who signed the Service Agreement or who is identified as the occupier of the premises supplied. If no one will accept responsibility, the Company reserves the right to discontinue supplies.

For unoccupied premises, the owner remains responsible for the property and is liable to pay water service charges in respect of any period when the property is connected to a supply of water.

#### **Notice to owners who lease their property**

The owner of a property is in the first instance responsible for the payment of the Water Services. Should the owner lease the property to a third party, the owner is advised to maintain the account. The owner is advised to ensure that the tenant pays for their water charges. Failing to do this may result in the outstanding bills being reverted to the owner.

If the tenant vacates the property without either the

## **5.8 Collection of outstanding charges**

The Company pursues a vigorous policy of enforcement for non-payment of the charges levied.

Non-payment of charges will result in disconnection from the supply and thereafter pursuance of the outstanding charges through the Courts.

A Code of Practice on Disconnection is operated (see section 7).

## **5.9 Empty properties**

### **Unoccupied single furnished premises**

A fee is payable if a Customer requests the Company to cut off supply at the Company's controlling stop valve (where available). No further water supply charges will be made except the Empty Stand Charges until the supply is reconnected.

Each year a written statement from the Customer confirming that the property is still unoccupied will be required.

## **5.10 Discontinuation of supplies**

If a Customer wishes the supply to be discontinued, or upon vacating the premises and the account is to be transferred to another Customer, **two working days notice** in writing must be given to the Company.

Deposits, on being claimed, will be refunded within 30 days after termination of the Customers agreement with the Company. Any amount due by the Customer to the Company will be deducted from the Deposit.

Where a property remains unoccupied, the relevant charges are still payable and the water supply turned off. No allowances are made in retrospect.

## **5.11 Surcharges**

Value Added Tax is payable on all water and sanitation charges.

An administration charge will be levied in respect of any cheques or direct debits referred to drawer (dishonoured).

At times of extreme drought a surcharge on the normal tariff may be applicable. This however will be done with the approval of MLM.

Other surcharges may from time to time be levied as noted in the Tariff Schedule.

### **5.12 Infrastructure charges (Bulk Services Contributions)**

Where necessary, a charge is levied by the Company for the initial connection of premises to a water supply or to a public sewer. These charges are termed 'Infrastructure Charges' or 'Bulk Service Contributions'.

They relate to the additional capital expenditure costs incurred by the Company to extend the network of reservoirs, mains, sewers and treatment works, and developing other resources to provide capacity for new Customers.

These charges are **in addition** to individual connection charges.

Normally the infrastructure charges will apply to areas of re-zoning or new townships or second dwelling units and sub-divisions.

Where a site is redeveloped, the 'infrastructure charge' will be limited to the net increase in the number of premises on site after the development has taken place. A maximum of five years is used to determine the number of units on site prior to redevelopment commencing.

The 'infrastructure charge' is due and payable to the Mbombela Local Municipality:

- at the time of the request of the relevant connection or
- where no such request is made, at the time supply is made available whether at full flow or temporarily restricted by the use of a cap or similar appliance.

## 7. PROBLEMS WITH PAYMENT & DISCONNECTION PROCEDURE

It is costly to treat and distribute water and to collect and purified sewage.

Some Customers have difficulty in paying for these services. The following paragraphs explain how we can help if you are having difficulty in paying your water bill.

They also explain what happens if you do not pay, giving details of the procedures that will be followed.

***Remember you as domestic customers only have to pay for the service if you use more than 6 kiloliters per month.***

- 7.1 What happens if you do not pay the bill or fail to honour the terms of an Agreement?

If you do not pay, or you have made an agreement to pay and do not keep to the agreement, we may restrict your water supply. If you still fail to pay, we may take you to court. Any court costs and reconnection charges will be added to your account.

**7.2 What to do if you are having problems paying your bill?**

Contact us as soon as possible. We can only help if we know you have a problem.

Contact any of our Customer Care or Credit Control Staff or phone the number on your bill and our personnel will give you advice.

**7.3 What help can we give?**

We will try to reach an agreement on how you can pay the bill within a reasonable period in amounts that you can afford.

This could involve giving you a longer period to pay or providing more convenient installment arrangements that suit your personal circumstances, (for example, paying weekly).

If you have a problem getting the money to us, such as a handicap of any kind, please let us know and we will try to make an arrangement that is convenient for you.

We can give you advice on how to limit your usage to 6 Kilolitres to enable you to stay within the free basic water allowance.

#### 7.4 Penalties

Should the Company start legal proceedings to collect any outstanding amount, the Company is entitled to recover legal fees and costs as allowed by the court.

The Company can charge interest on the outstanding amount (at the commercial rate) for the period in which monies are owed after the payment date.

#### 7.5 Restriction Procedures

If you do not pay or keep to the terms of an Agreement (where applicable) then the following steps are taken prior to restriction.

##### Step 1

If you have not paid your account by the payment date shown on your account, we will send you a 'warning notice' giving you another 7 days to pay the amount owed. An Administration Fee for issuing this notice will be added to the outstanding amount.

##### Step 2

If you have not made a payment arrangement with us within 7 days of receiving the warning notice, your water may be restricted/disconnected. Your deposit will be forfeited to offset the money owing.

If your supply is restricted/disconnected, before we reconnect your premises you must pay any outstanding balance, a reconnection charge and a new deposit that reflects your payment history.

**Note: - On proof of payment we will reconnect supply within 24 hrs in strict accordance with Municipal By Laws**

##### Step 3

If, after forfeiture of the deposit, there are still monies owing and you fail to reach an agreement on how you are going to pay, we will refer the matter to the court.

You will receive a summons and have legal costs added to the amount you owe and your details will be forwarded to the Credit Bureau.

**Important Note - Repeat Offences**

If you have had your water supply restricted previously for non-payment and then had it restored after going through Steps 2 and 3, then the Company reserves the right to restrict your supply without issuing a 'reminder notice'.

#### 7.6 If you disagree with the bill.

If you disagree with the bill for any reason you should contact us immediately. We will investigate the matter and try to reach an agreement.

If we reach an agreement on how to pay and you fail to honour your commitment, we may restrict your supply without reference to court. Prior to taking this step we will try and contact you again.

#### 7.7 Tenants

If you pay your landlord for water services and we start recovery action against you, please contact us immediately.

#### 7.8 How to pay

**The most cost effective and convenient method to pay for our services is by the following:**

- Direct Debit Order/ACB's
- Internet Banking
- Direct Banking
- Credit Card payment

You may wish to pay by cheque or cash at our payment offices

- Nelspruit Civic Centre
- Kanyamazane Municipal Office
- Matsulu Municipal Office
- Nelspruit Plaza
- Any Post Office
- Any Pick 'N' Pay Supermarket
- Any branch of ABSA – *please use the deposit slip on your bill and remember to insert your water account number as reference*

***If you have paid by ACB or by cheque, which is not honoured, then 'Restriction Procedures' will apply.***

#### 7.9 How to contact us

See Section 2

### **7.10 Reconnection**

Upon payment by the Customer of the total amount due, including any surcharge and the prescribed reconnection charge, the Company will re-establish the water services within a period of 24 hours.

### **7.11 Restricted Flow**

Should you fail to pay your account, the Company may select to limit your supply by way of a restricted flow that will limit your supply to not less than 6 kilolitres per month.

Should the Customer, or anyone acting on behalf of the Customer interferes or tampers with the restricted flow device, the Company can disconnect the supply without further notice. Under the Municipal By Law the Company can issue a fine and instigate criminal proceedings. This may result in imprisonment and/or further fines being levied.

In order to re-establish a supply all arrears, penalties, reconnection fees and a new deposit must be paid in full. If the meter has been damaged, the cost of a replacement meter may also be levied.

### **7.12 Business Customers**

The procedure outline in section 7 is for Domestic customers. For Business customers, disconnection procedure shall apply without restriction as the 6 Kiloliter basic service policy is not applicable to Business customers.

## **8. ILLEGAL AND INFORMAL CONNECTIONS**

### **8.1 Water Services Act No. 108, 1997**

The Company has, under the provisions of the Water Services Act of 1997, the right to eliminate illegal and informal connections in terms of the following procedure:

- Where an Illegal or Informal connection has been identified, the Company will notify those users if the supply can be formalized.
- Where it is not possible or permitted to formalize the supply, i.e., where consumers have squatted illegally, the Illegal Connections will be removed and at the Company's discretion replaced with a Stand Pipe or Ground Tank Supply.
- If the consumer is advised that the Supply may be formalized but then fails to legalise their connection within a reasonable notice period, the Company is entitled to cut off the supply to the user.
- Should any user reconnect illegally after having had a previous illegal/informal connection removed by the Company, then the Company can cut off the water supply immediately without further notice.
- Persons who have had their Informal/Illegal water supply cut off, may be provided with the minimum standard of water supply i.e. RDP standard.
- On regularising the informal and illegal connections, Customers are required to enter into an agreement with the Company and pay the standard deposit.
- The Company will decide if the Customer should pay the connection charge.

### **8.2 Why You Should Pay for Water**

Clean, pure water is expensive to produce. It costs the Company a lot of money to purify and distribute water to each community. Because of this, all water users must pay for the water that they receive from the system.

### **8.3 Informal Connections**

There are some unmetered connections made under the past dispensation with the knowledge of those authorities but for which the user is not paying any service charge. These are considered to be informal connections.

#### **8.4 Illegal/Clandestine Connections**

An illegal or clandestine connection is where somebody has, without permission, made a connection to the water supply system.

All illegal water connections will be identified and those responsible contacted by our Customer Liaison Staff. They will investigate the circumstances and will explain the legal position.

Counseling to those responsible, the problems and the adverse social effects of illegal connections will be discussed with the local community.

Where it is feasible, consumers with illegal connections may be given the opportunity to legalise their connection and move onto the tariff structure. Failure to do so may result in disconnection.

#### **IMPORTANT NOTE**

**IT IS IN EVERYONE'S INTEREST TO SEE THAT ILLEGAL CONNECTIONS ARE ELIMINATED.**

**WATER TAKEN ILLEGALLY, FORCES UP THE PRICE OF WATER PAID BY THE PAYING CUSTOMERS AND LEADS TO WATER SHORTAGES.**

**ILLEGAL CONNECTIONS SHOULD BE REPORTED TO THE COMPANY.**

**ILLEGAL CONNECTIONS PREJUDICE THE QUALITY OF THE WATER SUPPLIED TO LEGAL CONNECTIONS.**

**CONSUMERS ARE ADVISED NOT TO PAY UNAUTHORISED PLUMBERS TO MAKE ILLEGAL CONNECTIONS.**

#### **9. HOW TO APPLY FOR WATER SERVICES**

Each Customer (including Customers moving into a vacant

property) must enter into a Service Supply Agreement with the Company.

The owner of the property must sign the Agreement. Proof of ownership will be necessary as well as personal identification.

### **9.1 For properties with an existing metered supply.**

On completion of the service Agreement, the Customer will be advised of the Deposit and Administration Charge.

On payment, the supply will be provided within 24 hrs.

### **9.2 For properties without an existing metered supply.**

On completion of the Service Agreement, the Company will inspect the premises and the Customer advised if the connection is technically feasible and if he/she is liable for a connection charge in addition to the deposit.

There may be a few cases where the Company finds that a connection is not technically possible. For example, dwellings that is higher than the nearest reservoir and too expensive to connect to a higher reservoir.

#### **Important**

If any person moves into a vacant property and begins using water without completing the above formalities, it will be considered an illegal act and dealt with as described in section 7.

### **9.3 Sanitation Service**

#### **Water-Borne System**

If water-borne sanitation service is accessible and provided sufficient treatment capacity is available at the treatment plant the Customer may be connected to the mains system. The Customer must apply to the Company who will advise the connection charges. The Company will arrange for the work to be carried out after receipt of payment.

After connection, the Customer must seal off at their cost, all other sanitation services (septic tank) to the satisfaction of the Company.

## 10. INDUSTRIAL USE OF WATER

Section 7 of the Water Services Act, No. 108, 1997; states

- all water for industrial use must be obtained from the network of the local water services provider and
- all industrial effluent that is discharged to the Municipal sewer must comply with the Drainage By-laws.

### **Industrial effluent**

The quality of all industrial effluent that is discharged to the Municipal sewer is specified in Chapter XVIII, Provincial Gazette 08 June 1977.

Industrial effluent discharged to the Municipal sewer flows to the sewage treatment works and is treated prior to discharge into the Crocodile River. The sewage treatment works is designed to treat only those contaminants specified in the By-laws.

To minimize the risk of pollution to the River, the quality of industrial effluent is strictly controlled before it is discharged to the sewer.

If the quality of industrial effluent does not meet the standards set by the Company, the Company can impose a penalty on the discharger or even refuse to accept any discharge that cannot be treated effectively at the treatment works.

A Trade or Industry identified by the Company or the Council as a 'Wet' Trade or Industry is charged an amount calculated on the quantity and quality of the Effluent discharged.

The calculation is in strict accordance with the Treatment Tariff and Disincentive Formulas.

## 11. WATER CONSERVATION AND DEMAND MANAGEMENT

Water is a scarce resource that must be preserved. The Company will observe strict water conservation and pollution control measures.

The Company's aim is to reduce water wastage and water misuse in the Concession area. It is the responsibility of all water users to use water wisely and help each other to protect the water sources.

The Company and Department of Water Affairs and Forestry (DWAF) run awareness campaigns throughout the Concession Area and Customers are encouraged to repair leaks in their homes without delay and to adopt the low pressure tank system.

The Company will respond promptly to bursts and leakage in the Company's supply pipes and will offer advice and assistance to Customers who have leakages in pipe work between the Company's meter and their property.

Customers are encouraged to report any leakage or pipe bursts promptly to the Company.

The Company has special teams dedicated to detecting leaks in the network to minimize water loss.

Water wise gardening is encouraged.

In meeting demands for water, the Company recognises the need for adequate sanitation services to avoid significant impacts on public health and pollution of rivers and streams.

Strict quality control measures are applied to control the effluent discharges into the sewer and the treated effluent from the sewage treatment works.

Penalties may be applied for breaches committed by customers that may result in pollution of a watercourse or its natural sources, or prejudice the service and/or water services works and/or installations operated by the Company.