



TATU
CONNECT

UTILITIES

**CREDIT CONTROL AND DEBT
COLLECTION POLICY**

Preamble

Tatu City Limited (“**the Developer**”) is part of Rendeavour Group (“**Rendeavour**”), Africa’s largest new city builder with over 30,000 acres of visionary projects in Kenya, Ghana, Nigeria, Zambia and Democratic Republic of the Congo.

The Developer has established a world-class mixed-use development on a 5,000-acre property located in Ruiru (particulars of which are more specifically described below), comprising of residential developments, industrial developments, retail developments, commercial developments, tourism facilities, social facilities, recreational facilities and natural areas together with ancillary amenities (hereinafter referred to as “**Tatu City**”).

On 18 May 2017, Tatu City was declared a Special Economic Zone pursuant to section 23 (1) of the Special Economic Zones Act No. 16 of 2015 (“**SEZ Act**”) vide Gazette Notice Number 4892 of 2017 published in the Kenya Gazette Vol. CXXI – No. 66 on 22 May 2017 (“**SEZ Declaration**”). Consequent to the SEZ Declaration and pursuant to the provisions of Section 33 (1) of the SEZ Act, the Developer is obligated to provide utilities and other services (“**Utility Services**” as more particularly defined below) in Tatu City and to charge fees for such services.

The Developer has established several legally registered business entities (“**Utility Services Entities**” as more particularly defined below) to ensure the provision of these Utility Services to all the occupiers of Tatu City and such other developments as may be established from time to time by Rendeavour in Kenya (subject to such terms and such licences as may be set down by the Competent Authority) to a standard generally acceptable in the Republic of Kenya. To this end, the Developer shall have regard to all the practical considerations and strive to ensure that the Utility Services (defined below) are provided in a financially and environmentally sustainable manner which ensures that Tatu City is a viable city.

This Policy’s (as defined below) aim is to ensure that the Utility Services Entities’ approach to credit control and debt collection is sensitive, transparent and is equitably applied throughout Tatu City and any other geographical area that the Utility Services Entities may be mandated to supply Utility Services and to enable the Utility Services Entities to conduct its financial affairs in an effective, economic and efficient manner by ensuring that the incidence of under collection of revenue and bad debt is minimized, its revenue base is protected and has ability to grow and that cash flow is not negatively impacted upon, thereby compromising optimal delivery of the Utility Services.

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1. DEFINITIONS

1.1. Unless indicated to the contrary in this Policy, words contained in this Policy shall have the following meanings:

- 1.1.1. **Account** means a written notification in the form of a statement of account in respect of a Utility Service, levies, rates, sundry charges and other charges, addressed to a Customer or other person liable for payment thereof;
- 1.1.2. **Arrears** means any amount due and payable from a Customer which remains unpaid by its Due Date;
- 1.1.3. **Competent Authority** means any Government Entity whether at the National or County level, having statutory or regulatory competence to promulgate rules and regulations having the force of law touching and concerning Tatu City, the Land, the Precincts and any transactions and matters contemplated in any lease *inter alia* between the Developer and the applicable Resident and "**Competent Authority**" shall be construed accordingly. For purposes of this paragraph, "**Governmental Entity**" means any national, state, relevant county authority, relevant county agencies, state corporations and other bodies, (including any sub-division, court, administrative agency, commission or other authority thereof) exercising any regulatory, taxing, importing or quasi-governmental authority;
- 1.1.4. **Credit Arrangement** means any arrangement made by agreement between Utility Services Entities and a Customer for the payment of any Arrears in instalments. Such arrangement may take the form of an agreement or an acknowledgment of debt;
- 1.1.5. **Collection Charges** means the charges which the Utility Service Entity is entitled to recover in terms of the respective Utility Services Supply Agreement and includes but is not limited to the administrative cost for:
 - 1.1.5.1 reminding any person of Arrears;
 - 1.1.5.2 for the termination, restriction or reinstatement of any Utility Service (to be carried out in accordance with all applicable laws) to a defaulting person;
 - 1.1.5.3 any notice rendered, sent, delivered or published to a person in terms of this Policy;
 - 1.1.5.4 any merchant fee;
 - 1.1.5.5 any legal costs incurred by the Utility Service Entity in collecting payment from the Customer; and
 - 1.1.5.6 in respect of any other charge which the Utility Service Entity concerned is by law entitled to recover.
- 1.1.6. **Customer** means any Resident, the Developer (or any Affiliate of the Developer) with whom the Utility Service Entity has entered into a Utility Services Supply Agreement for the provision of any Utility Services to the Resident's respective Parcel;
- 1.1.7. **Customer Care and Grievance Handling Policy** means the complaints and grievance policy promulgated by the Utility Services Entities;
- 1.1.8. **Due Date** means the date on which an Account becomes payable, which in the case of monthly accounts is thirty (30) days from the date of the Charge. This provision shall also include the applicable date of settlement of Arrears as may be demanded by the concerned Utility Service Entity;

- 1.1.9. **Debt Collection** means the debt recovery process and sanctions against a Customer to be applied in the event of non-payment of Account;
- 1.1.10. **Deposit** means a monetary amount determined by the Utility Service Entity in relation to the consumption of a Utility Service and mitigation of credit risk to the Utility Service Entity, irrespective of the existence of an agreement;
- 1.1.11. **Effective Date** means 2nd June 2022;
- 1.1.12. **Environmentally Sustainable** in relation to the provision of Utility Services, means the provision of a Utility Service in a manner aimed at ensuring that:
- 1.1.12.1. the risk of harm to the environment and to human health and safety is minimised to the extent reasonably possible under the circumstances;
 - 1.1.12.2. the potential benefits to the environment and to human health and safety are maximised to the extent reasonably possible under the circumstances; and
 - 1.1.12.3. legislation intended to protect the environment and human health and safety is complied with.
- 1.1.13. **Financially Sustainable** in relation to the provision of a Utility Service, means the provision of a Utility Service in a manner aimed at ensuring that the financing of that Utility Service from internal and external sources, including budgeted income, grants and subsidies for the Utility Service, is sufficient to cover the costs of:
- 1.1.13.1. the initial capital expenditure required for the Utility Service;
 - 1.1.13.2. operating the Utility Service; and
 - 1.1.13.3. maintaining, repairing and replacing the physical assets used in the provision of the Utility Service;
- 1.1.14. **Full and Final Settlement** means a written agreement between the Utility Service Entity and a Customer for the clearance of any Outstanding Amounts or debts owed to Utility Service Entity by the Customer or settles any dispute between the Customer and the Utility Service Entity in relation to any Outstanding Amount or debt;
- 1.1.15. **Illegal Connection** means any connection or reconnection to a system through which Utility Services are provided, where such connection or reconnection was not authorized or approved by the Utility Services Entities;
- 1.1.16. **Land** means all that piece of land situate in the Kiambu County of the Republic of Kenya containing by measurement Nine Six Three Decimal Eight Seven (963.87) hectares or thereabouts that is to say land reference number 28867/1 comprised in a Grant dated 24 August, 2012 and registered at the Land Titles Registry in Nairobi as number I.R. 137858/1 and held by the Developer for a leasehold interest of ninety-nine (99) years from 01 November, 2008 subject to the payment of the annual rent of KES 4,387,000.00 and to the provisions of the Government Lands Act (Repealed) and to the rules for the time being in force;

- 1.1.17. **Policy** means this Credit Control and Debt Collection Policy duly promulgated by the Utility Services Entities and which may be amended from time to time;
- 1.1.18. **Property** means a parcel of land within any Service Area which is owned or occupied by a Resident;
- 1.1.19. **Resident** means:
- 1.1.18.1 a person in whose name ownership of the property is registered;
 - 1.1.18.2 a person in whose name a right in the Property is registered;
 - 1.1.18.3 a person in whose name the right over the Property is registered or to whom it was granted in terms of legislation, excluding permission to occupy;
 - 1.1.18.4 in relation to public service infrastructure means the Competent Authority which owns or controls that public service infrastructure; and
 - 1.1.18.5 this provision may include a person or an entity whom the Utility Service Entity concerned may for the purpose of this Policy regard as the owner of a property in the following cases:
 - a) trustees and beneficiaries jointly, in the case of property in a trust;
 - b) an executor or administrator, in the case of a property in a deceased estate;
 - c) a trustee or liquidator, in the case of a property in an insolvent estate or the owner of which is in liquidation;
 - d) a judicial manager or business rescue practitioner, in the case of a property in the estate of a person under judicial management or business rescue; a receiver or administrator, in the case of a person whose estate has been placed under receivership;
 - e) a person in whose favour easements and analogous rights are granted as envisaged under Section 137 of the Land Act No. 6 of 2012 and have been registered and who shall be deemed to be a joint owner together with the registered owner;
 - f) a lessee of a Property within the Service Area; and
 - g) a purchaser, in the case of a property sold by the Developer an affiliate of the Developer or a Resident duly and legally authorized to do so and of which possession was given to the Purchaser pending registration of ownership in the name of the Purchaser;
- 1.1.20. **RTGS** means the real time gross settlement funds transfer system;
- 1.1.21. **Service Area** means various parts of the Land and other geographical areas owned by Rendeavour, in Kenya, within which the Utility Service Entities shall provide Utility Services;

- 1.1.22. **SWIFT** means Society for Worldwide Interbank Financial Telecommunications which provides a network that enables financial institutions worldwide to send and receive information about financial transactions;
- 1.1.23. **Tariff Policy** means a policy which shall be issued or promulgated from time to time by the Utility Services Entities relating levying of tariffs;
- 1.1.24. **Tatu City Power** means Tatu City Power Company SEZ Limited, a limited liability company incorporated in the Republic of Kenya pursuant to the provisions of the Companies Act, Chapter 486 of the Laws of Kenya (now Repealed) with company number CPR/2010/36459 and now deemed to be registered under the Companies Act, No. 17 of 2015 and of Post Office Box Number 2739-00621, Nairobi, Kenya an Affiliate of the Developer, and which has been established to amongst others, supply light, heat, power and electricity to all Residents within Tatu City as end users thereof;
- 1.1.25. **Tatu City Water** means Tatu City Water and Sanitation SEZ Company Limited, a limited liability company incorporated in the Republic of Kenya pursuant to the provisions of the Companies Act, Chapter 486 of the Laws of Kenya (now Repealed) with company number CPR/2010/37604 and now deemed to be registered under the Companies Act, No. 17 of 2015 and of Post Office Box Number 2739-00621, Nairobi, Kenya an Affiliate of the Developer, and which has been established to amongst others, provide water and sewerage services to all Residents within Tatu City as end users thereof;
- 1.1.26. **Tatu Telecom** means Tatu Telecom Company SEZ Limited a limited liability company incorporated in the Republic of Kenya pursuant to the provisions of the Companies Act No. 17 of 2015, with company number PVY-XYUPEYL and of Post Office Box Number 2739-00621, Nairobi, Kenya which has been established to amongst others to provide information, technology and communication services to all Residents within Tatu City as end users thereof;
- 1.1.27. **Utility Services** shall collectively refer to the supply of and establishment, acquisition and maintenance of works for the supply and provision of, either by Utility Services Entities or by third parties through Service Supply Agreements or such other manner as the relevant Tatu City Utility Services Entity, the Developer (as the case may be) shall in its sole and absolute discretion determine, portable water, sewerage, electricity, light, heat or power and telecommunication services and the installation, maintenance, adjustment, repair, alteration, removal or replacement of apparatus which is or is to be connected thereto and the sale of any fittings, lines and appliances relating thereto subject to any written laws relating thereto and “Utility Service” shall be construed accordingly. For purposes of this sub-clause 1.1.27, Utility Services shall also include any other services, facilities and amenities that may be provided by the utility Services Entity or any Affiliate of the Developer (on behalf of the Developer) including but not limited to waste management, security services and maintenance of the common areas within Tatu City;
- 1.1.28. **Utility Services Supply Agreement** means an agreement entered into between a Customer and the applicable Utility Services Entity for the provision of a Utility Service;
- 1.1.29. **Utility Services Entities** means **Tatu City Water, Tatu City Power and Tatu Telecom and “Utility Service Entity”** shall be construed accordingly;

- 1.1.30. **Utility Services Infrastructure** means the bulk infrastructure constructed or to be constructed or installed by the Developer for the provision of utility Services within Tatu City;

2. POLICY FOCUS

2.1. The objects of this Policy are:

- 2.1.1. to give effect to this Policy and its implementation and enforcement;
 - 2.1.2. procedures and mechanisms for credit and debt control and for the collection of all money due and payable for the provision of Utility Services by the applicable Utility Services Entities;
 - 2.1.3. means of implementing, adopting, maintaining and reviewing a credit control, debt collection strategy which is not in conflict with the tariff requirements set out in the Tariff Policy, any applicable law or regulations promulgated by any Competent Authority;
 - 2.1.4. to give effect to the requirements for registration of Customer/Residents for the provision of Utility Services; and
 - 2.1.5. any matters incidental thereto.
- 2.2. This Policy shall be read in conjunction with the Utility Services Supply Agreement, the lease agreement relating to the Property and any regulations promulgated by the Developer (or on behalf of the Developer) in connection with the provision of the Utility Services.

3. COMMENCEMENT AND APPLICATION OF THIS POLICY

3.1. This Policy shall take effect on the Effective Date.

3.2. This Policy applies throughout the Service Area in respect of any:

- 3.2.1. amounts due for the provision of any Utility Service;
- 3.2.2. amounts billed and payable to any service provider in respect of any Utility Service provided pursuant to the terms of a Utility Service Supply Agreement; and
- 3.2.3. any other monetary amounts owing to Utility Services Entities.

4. REGISTRATION FOR THE PROVISION OF UTILITY SERVICES

4.1. Subject to clause 4.9, the Residents shall apply to receive the Utility Services in the prescribed form and shall comply with the application procedure determined by the Utility Service Entities for the provision of such services, which includes:

- 4.1.1. the submission of a written application for the provision of the Utility Services on a form determined by the Utility Service Entities for that purpose;
- 4.1.2. furnishing any information or documentation required by Utility Service Entities for the purpose of registering for the relevant Utility Service;
- 4.1.3. entering into a Utility Services Supply Agreement with the Utility Services Entity concerned (as the case may be); and
- 4.1.4. the payment of Collection Charges as may be demanded by the Utility Service Entity concerned.

- 4.2. If an applicant is an existing Customer of the Utility Services Entities in respect of any other Utility Service on the Property in respect of which any amount is in Arrears, such applicant shall:
 - 4.2.1. pay the Arrears in full; or
 - 4.2.2. at the discretion of the Utility Services Entities, enter into a Credit Arrangement for the payment of such Arrears, before an application for a new service in terms of this Policy may be considered.
- 4.3. The Utility Services Entities will endeavour to connect Residents only for services on their Property. Such connections shall continue until the Resident vacates the Property, the Account is closed or the Utility Services Entities terminates the Utility Services Supply Agreement that is in default in terms of clause 5.3 of this Policy.
- 4.4. No registrations or additions to the Customer database shall be processed until all the requirements under clause 4.1 have been satisfactorily provided by the Resident applicant in each instance.
- 4.5. If there is an outstanding debt on the Property (other than historic debt incurred by a previous owner of the property) this debt shall be settled in full, or suitable Credit Arrangements shall be made by the owner of the Property, before a Resident or owner is registered for Utility Services. This section does not apply to a new owner who has taken transfer of property and applies for a Utility Service.
- 4.6. Customers who fail to register and who illegally consume Utility Services will be subjected to such administrative, civil or criminal action as may be appropriate under the applicable lease agreement relating to the Property or the applicable law.
- 4.7. Where the purpose for or extent to which any Utility Service used is changed, the onus and obligation is on the Customer or owner to advise Utility Services Entities of such change.
- 4.8. A Resident applying for a Utility Service must enter into a Utility Services Supply Agreement with Utility Services Entities in order for such Utility Service to be provided.
- 4.9. A Resident applicant may be required to provide the Utility Service Entity with personal information, as may be prescribed, for any purpose contemplated in this Policy, amongst others, all contact details (such as postal/physical/email address), proof of identification, financial information and any other relevant documentation, as may be required by the Utility Service Entity from time to time provided that the same shall be rendered confidential and may only be disclosed with the consent of the Customer or as may be prescribed by law.
- 4.10. All information furnished may be verified by the Utility Service Entity with any or all data information institutions, credit information bureau's and any financial institutions as may be deemed necessary by the Utility Service Entity in determining a person's credit worthiness or for any other reason as determined by the Utility Service Entity.
- 4.11. The Utility Service Entity has a right to conduct a full credit check on any person who is or who will become subject to this Policy.

5. UTILITY SERVICES SUPPLY AGREEMENT

- 5.1. The Utility Service Entity (on behalf of the Developer) shall not approve an application for the provision of any Utility Service, unless the applicant signs a Utility Services Supply Agreement (on such terms and conditions to be determined by the applicable parties in the said Utility Services Supply Agreement) for that purpose accepting the terms and conditions for the provision of such Utility Service, all of which are deemed to be incorporated into this Policy.
- 5.2. The Utility Service Entity may review the terms of the Utility Services Supply Agreement to take into account:

- 5.2.1. any change in law;
 - 5.2.2. any change in the circumstances of the Customer;
 - 5.2.3. the Financial and Environmental Sustainability (as the case may be) of the business of the Utility Services Entity;
 - 5.2.4. any change in the circumstances surrounding the provision of any Utility Service by the respective Utility Service Entity, and require such customer to enter into a new service agreement with the Utility Service Entity based on the resultant changes in law or circumstances.
- 5.3. Subject to clause 11, the Utility Services Entity may terminate a Utility Services Supply Agreement if:
- 5.3.1. a Customer has given written notice of not less than thirty (30) days to the Utility Services Entity of such Customer's intention to do so; or
 - 5.3.2. The Utility Services Entity has given written notice of not less than thirty (30) days to the Customer, if the Customer concerned has breached or failed to comply with any specific term or condition of the Utility Services Supply Agreement, and has failed to remedy such breach or rectify such failure after service on such Customer of a notice to do so in terms of clause 5.4 of this Policy.
- 5.4. A written notice of compliance shall be served on a Customer or Resident:
- 5.4.1. in order to avoid the Utility Services Supply Agreement to which the non-compliance relates being terminated in terms of clause 5.3.2; or
 - 5.4.2. where there has been a breach of a provision of this Policy and the Utility Services Entity is of the opinion that it is necessary to serve such notice.

6. DEPOSIT

- 6.1. The payment of the Deposit is payable in advance unless otherwise provided by the Utility Services Entity, is subject to the criteria determined by the Utility Services Entity and is due and payable at:
- 6.1.1. the time of application for the Utility Service; and
 - 6.1.2. any other time deemed necessary by the Utility Services Entity.
- 6.2. The Customer shall pay a Deposit on each Utility Service provided by the applicable Utility Services Entity.
- 6.3. The Utility Services Entity may in its sole discretion by due written notice of at least thirty (30) days to a Customer, require a Customer to increase the Deposit furnished to the Utility Services Entity.
- 6.4. No interest on cash Deposits held by the Utility Services Entities shall accrue to the Customer.
- 6.5. No Deposit will be raised on a Property where there is no consumption, however, an availability fee (to be determined by the Utility Services Entity in its sole discretion) shall be charged.
- 6.6. If a Customer is in Arrears, the Deposit may, upon due notice, be increased.
- 6.7. Notwithstanding receipts for different Utility Services, Deposits payable to the Utility Services Entities shall be paid in advance. Notwithstanding the terms of this clause 6.7, the Utility Services Entity may at its sole and absolute discretion accept any bank guarantee deemed satisfactory provided that this provision shall only be allowed to bulk Utility Services Users in lieu of Deposits.

6.8. Review of Deposits

- 6.8.1. If the Customer poses a credit risk, the value of the original Deposit paid may be reviewed from time to time by the Utility Services Entity in line with the applicable laws.
- 6.8.2. The Deposit on an account shall be reviewed when:
- a) the Account is paid after the Due Date;
 - b) payment by negotiable instrument or direct debit is dishonoured; or
 - c) there is increased consumption of the Utility Services.
- 6.9. The Utility Services Entity may increase the Deposit payable by a Customer by up to twelve (12) months' average usage.
- 6.10. The Deposits on all accounts may be adjusted on a pro rata basis based on approved tariff adjustments by the Utility Service Entity or further based on the adjusted bulk consumption levies and charges as may be advanced from time to time by the bulk supplier of Utility Services being Kenya Power and Lighting Company Plc, Ruiru-Juja Water and Sewerage Company Limited or any other external service provider contracted to provide any Utility Service on behalf of any of the Utility Services Entities.

7. MEASUREMENT OF CONSUMPTION

- 7.1. The Utility Services Entities shall conduct or cause to be conducted an accurate measurement of the Utility Services consumed at intervals determined by the Utility Services Entities: Provided that nothing in this clause 7.1 prevents the Utility Services Entities from making an estimate of the consumption of Utility Services for any relevant period if:
- 7.1.1. the reading of the meter could not be obtained in respect of the period in question;
 - 7.1.2. no meter has been installed to measure the consumption on the Property concerned; or
 - 7.1.3. as a result of an illegal connection, a reading could not be obtained.
- 7.2. Irrespective of the amount due for the consumption of Utility Services being based on measured or estimated consumption, the Customer concerned remains liable for the payment of the amount due in respect thereof.
- 7.3. A registered owner of a Property remains liable to monitor his /her Property as well as meter readings even if all Utility Services (specifically electricity or water services) have been disconnected. Accordingly, when any Utility Service consumption is recorded on a Property during a period for which there is no registered Customer against whom a bill can be raised, the relevant charges for the Utility Services shall be raised against the registered owner on his or her bill. Furthermore, the Utility Services Entity has the right (but not the obligation) to remove relevant Utility Services Infrastructure (and other components) at the cadastral boundary of the Property to ensure that ongoing Utility Services consumption, is terminated.

8. PAYMENTS TERMS

- 8.1. The Utility Services Entity will endeavour to establish a payment network to ensure that wherever practically possible, Customers have access to a payment site within a reasonable distance of their Property.
- 8.2. The Utility Services Entity shall accept payment under the following circumstances:
- 8.2.1. payment by cheque – provided it is a bank cheque in all instances;
 - 8.2.2. payment via electronic funds transfer (EFT) or cash for settlement of final accounts;

- 8.2.3. subject to clause 8.2.1 and 8.2.2 above, the following payment methods are also available:
- 8.2.3.1. RTGS or SWIFT;
 - 8.2.3.2. mobile money;
 - 8.2.3.3. internet transfers;
 - 8.2.3.4. third party collectors appointed from time to time by the Utility Service Entity;
 - 8.2.3.5. direct debit; and
 - 8.2.3.6. debit order payments.
- 8.3. All reconnection requests where any Utility Service have been disconnected will only be actioned once payments have been cleared and or receipted to the respective Customer's consumer accounts.
- 8.4. Where any direct debit or payment made to the Utility Services Entity or an authorised official is later dishonoured by the bank, the Utility Services Entity or its authorised official:
- 8.4.1. will recover the bank charges incurred relating to that dishonoured payment against the account of the Customer whose payment is due;
 - 8.4.2. may regard such an event as default on payment and the account shall be dealt with as an arrear account; and
 - 8.4.3. reserves the right to take legal action for recovery of arrears.
- 8.5. In the event that a Customer requests Utility Services Entities to refund any payments made in excess, the Customer shall bear all the administrative charges associated with the refund including any bank charges that may be incurred by the Utility Services Entity.
- 8.6. Notwithstanding the provisions of clause 8.2 of this Policy, the Utility Services Entity (on behalf of the Developer) may determine such other methods of payment from time to time so long as such method is determined to be Financially Sustainable.
- 8.7. Where a Customer signs a Credit Arrangement with the Utility Services Entity, payment shall, as far as possible, only be accepted via a direct debit procedure.

9. ACCOUNTS

9.1. General Provisions

- 9.1.1. The Utility Services Entities shall maintain proper and accurate Accounts which shall be rendered and administered by it in accordance with this Policy and other applicable law.
- 9.1.2. Failure by the Utility Services Entities to render an Account does not relieve a Customer of an obligation to pay any amount due by such Customer in terms of this Policy.
- 9.1.3. The Utility Services Entity may:
 - 9.1.3.1 credit any payment by such Customer against any of its Account; or
 - 9.1.3.2 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.
- 9.1.4. Any amount paid by a Customer may, at the sole discretion of the Utility Services Entity, be appropriated to the oldest outstanding amount or debt of the concerned Customer.

- 9.1.5. Any amount paid by a Customer in excess of an existing debt may be:
- 9.1.5.1. Held in credit for the Customer in anticipation of future rates and fees for Utility Services without any interest accruing on such amount; or
 - 9.1.5.2. Refunded either as a whole or a portion thereof to the Customer concerned, subject to the right of the Utility Services Entities to withhold payment until it is satisfied that payment of such refund is not in contravention of any law.
- 9.1.6. Should the Utility Services Entity become aware that the Customer has since vacated any premises supplied as his or her address in terms of this Policy, the Utility Services Entity shall, after deducting any outstanding amounts due to it from the deposit of such Customer, place the balance thereof in an account retained for such Customer for a period of time determined in this Policy from the date on which the Customer's disappearance became known to the Utility Services Entity.
- 9.1.7. After the expiry of the period mentioned in clause 9.1.6, the balance of the deposit, shall be forfeited to the Utility Services Entity, unless the Utility Services Entity is not satisfied that this is just and equitable to do so.

9.2. Account Management

- 9.2.1. For the purpose of delivery of notices, Accounts and/or any other document, a Customer may register for another mode of transmission other than as set out in clause 21. In the case of multiple-ownership, the Account will be delivered to any one of the owners.
- 9.2.2. A failure to receive or accept Accounts does not relieve a Customer of the obligation to pay any amount due. The onus is on the Customer to make every effort to obtain a copy of the Account, or establish the amount payable for payment.
- 9.2.3. The Utility Services Entity or an authorised official shall, if administratively possible, issue a duplicate Account to a Customer on request.
- 9.2.4. A request for a reconciliation of any Account shall be processed after payment of a prescribed fee.
- 9.2.5. There is no obligation on the Utility Services Entity and/or the Utility Service Entities to provide records older than the requisite period under the applicable law (relating to the concerned Utility Service) from the date such records are requested.
- 9.2.6. Accounts may reflect actual or estimated charges.

9.3. Account Information

- 9.3.1. Without limiting the amount of information which may be included by the Utilities Services Entity in a Customer's Account, any account rendered by the Utilities Services Entity to a Customer shall contain at least the following information:
- a) the consumption or estimated consumption as determined for the relevant consumption period;
 - b) the period to which the consumption or estimated consumption relates;
 - c) the amount due based on the consumption or estimated consumption;
 - d) the amount due for any other Utility Service;
 - e) the amount due for any sundry charge;

- f) the Arrears, if any;
- g) the interest payable on any Arrears, if any;
- h) collection charges insofar as they may be relevant;
- i) the final date for payment; and
- j) the methods, places and approved agents where payments may be made.

9.4. Account Administration and Monitoring

9.4.1. The Utility Services Entities shall, subject to clause 8, implement reasonable measures to ensure:

- a) accurate metering of consumption at fixed intervals;
- b) limited delay between service connection and the first and subsequent rendering of Accounts;
- c) accurate and up-to-date information contained in Accounts rendered;
- d) accurate monthly Accounts with the application of the appropriate and correct prescribed fees, rates and other related amounts due;
- e) timely dispatch of Accounts to the correct address furnished by a Customer;
- f) adequate provision and the efficient operation of facilities for payment throughout the Service Area;
- g) where necessary, the appointment of agents to accept payments on behalf of the Utility Services Entities; and
- h) appropriate and reasonable hours of business in order to facilitate payments by the Customers.

10. ARREARS

- 10.1. It is the responsibility of the Customer to ensure that his or her Account is paid timeously and that such account does not fall into arrears.
- 10.2. Any amounts due for Utilities Services are a charge upon the Property, and the Developer and/or the Utility Services Entity concerned may take such lawful action as they deem necessary to secure payment of any amounts due.
- 10.3. Where the Property receiving any Utility Service is owned by more than one person, each owner shall be jointly and severally liable. Payment of an Outstanding Amount or debt by one of the owners shall absolve the other of the concerned debt.
- 10.4. Where the exact amount due has not been paid in full, any lesser amount tendered and receipted, shall not be in Full and Final Settlement of such an Account, except when duly accepted in terms of a delegated authority.
- 10.5. The authorised representative of the Utility Services Entity must be consulted on any settlement, out of court or otherwise, that has a budgetary implication on the Utility Services Entity.

11. ACKNOWLEDGEMENTS OF ARREARS OR DEBT

- 11.1. Any Customer who is indebted to the Utility Services Entities may be required to sign a written acknowledgement of debt on a form determined by the Utility Services Entity for that purpose

setting out the terms which are agreeable to the Utility Services Entity for the recovery of such debt.

- 11.2. If the amount payable by a Customer in terms of an acknowledgement of debt contemplated in clause 11.1 is payable in instalments, any payment received shall be allocated in reduction of the debt of such Customer in the order determined in this Policy, notwithstanding any instruction to the contrary by the Customer concerned.
- 11.3. A Customer may be required to arrange a debit order for the payment of Arrears and Collection Charges in respect of which an acknowledgement of debt contemplated in clause 11.1 has been signed by the person concerned.
- 11.4. Subject to clause 11.5, no acknowledgement of debt may provide for payment over a period longer than twenty-four (24) months at the Utility Service Entity's sole and absolute discretion.
- 11.5. (a) An acknowledgement of debt providing for payment over a period in excess of twenty-four (24) months, may be accepted by the Utility Services Entity in terms of delegated authority, if special circumstances which the Customer could not reasonably have prevented or avoided, prevail and which, in the opinion of the authorised representative of the Utility Services Entity, warrant a longer period of payment; and (b) documentary proof of any special circumstances as contemplated in clause 11.5 (a) shall be furnished by a person on request by the Utility Services Entity.
- 11.6. The Utility Services Entity shall, in exercising its discretion in terms of clause 11.5, take into consideration a Customer's:
 - 11.6.1. credit record;
 - 11.6.2. consumption of Utility Services;
 - 11.6.3. ability to afford the proposed instalments, taking into account the Customer's financial situation;
 - 11.6.4. level of service;
 - 11.6.5. previous breaches of agreements for the payment of Arrears and Collection Charges in instalments; and
 - 11.6.6. any other relevant factors.
- 11.7. If a person fails to comply with the terms of an acknowledgement of debt contemplated in clause 11.1 the total outstanding amount, including the Arrears, any interest thereon, Collection Charges, and payment of a higher deposit if required by the Utility Services Entities, will immediately become due and payable, and the additional higher deposit, if so required, shall be provided, without further notice.
- 11.8. If a person fails to comply with the terms of an acknowledgement of debt contemplated in clause 11.1 that was signed after receipt of a disconnection notice for any Utility Service, the Utility Service concerned may be disconnected without further notice, in addition to any other action taken against or which may be taken by the Utility Services Entities against the person concerned.
- 11.9. The Utility Services Entities may not grant or accept an acknowledgement of debt by a Customer if:
 - 11.9.1. that Customer has failed to honour a previous acknowledgement of debt for the payment of Arrears to the Utility Services Entities, unless the authorised representative decides otherwise on good cause shown;
 - 11.9.2. Arrears have arisen due to dishonoured cheques or direct debit reversals;

- 11.9.3. instances of repeated illegal connections have been identified;
 - 11.9.4. Utility Service connections have been removed; or
 - 11.9.5. any other relevant factor exists as provided for in this Policy.
- 11.10. Once an acknowledgement of debt as contemplated in clause 11.1 is signed, the amount in Arrears shall be reflected as a current amount.
- 11.11. Any transfer of the Property shall be subject to and conditional upon full settlement of any outstanding amount due to the Utility Services Entities and the Developer shall be entitled to withhold any consent required for the transfer of the concerned Property in the event the provisions of this clause 11.11 have not been complied with the Property owner.

12. INTEREST AND ADMINISTRATIVE CHARGES

- 12.1. Interest charges shall be raised on Arrears which appear on the Accounts.
- 12.2. The rate of interest raised on Arrears shall be set out in the respective Utility Services Supply Agreement or as otherwise determined by the Utility Services Entity in which case such determination shall be communicated to the applicable Customer.
- 12.3. Interest shall accrue for each completed month in respect of any Arrears remaining unpaid after thirty (30) days of the date of issuance of the Account. A part of a month shall be deemed to be a completed month on the basis that interest is charged as from the first day of the Account being in Arrears.
- 12.4. Payments on assessed or estimated charges, where the final amount has not been determined but which would have been due and payable had the amount been determined, shall attract interest from the date when it would have been so due and payable until settlement in full.
- 12.5. Interest may only be reversed under the following circumstances:
- 12.5.1. exemptions as may be determined by the Utility Services Entity from time to time;
 - 12.5.2. if the Utility Services Entity has made an administrative error on the Account;
 - 12.5.3. where any debt has arisen as a result of a faulty meter or the Utility Services Entity has applied an incorrect charge, meter constant or tariff due to an administrative error; or
 - 12.5.4. where the Utility Services Entity on the application of a Customer approves such reversal from time to time.
 - 12.5.5. Where the Utility Services Entity has instituted legal action against a debtor to recover any amount in Arrears, an administrative charge which shall form part of the Collection Charge as determined by the Utility Services Entity, shall be levied.

13. DISPUTES IN RESPECT OF ACCOUNTS RENDERED BY THE UTILITY SERVICE ENTITIES

- 13.1. Where a Customer disputes the Account, the Customer shall lodge a written dispute (the “**Dispute**”) with the Utility Services Entity to challenge the correctness or accuracy of any amount due and payable by the Resident as reflected in the Account. Such dispute shall be lodged with the Utility Services Entity before the Due Date.
- 13.2. The Customer must, pending resolution of the dispute, continue to make regular monthly payments in respect of the Account, based on the average monthly fees for the preceding three (3) months prior to the Dispute arising, plus interest if applicable, until the Dispute is resolved.

- 13.3. Where a Customer fails to lodge a dispute within the period stipulated under clause 13.1 any correspondence received from the Customer after such period concerning the correctness or accuracy of their Account, will be treated as an enquiry and— (a) the Account will not be suspended; and (b) such enquiry must be accompanied by the payment of at least an amount equal to the average amount per month that was due and payable in respect of the Utility Service concerned during the preceding three (3) months.
- 13.4. Any amount not in dispute must be paid in full by the Customer and Utility Services may be disconnected or restricted, subject to all applicable laws, where such amounts remain unpaid.
- 13.5. The Utility Services Entities undertake to take reasonable steps to ensure that the Dispute or any enquiry made is addressed within a reasonable period and as such shall take the following measures:
- 13.5.1. investigate or cause the Dispute to be investigated within thirty (30) days, or as soon as practicably possible after the Dispute is received; and
 - 13.5.2. inform the Customer, in writing, of the findings as soon as practicably possible after conclusion of the investigation, instructing that either the Account will be credited with an amount found to have been overpaid or, alternatively, that any amount found to be due and payable must be paid within a reasonable period from the date on which the Customer is notified thereof, unless an appeal is lodged within that period in terms of clause 13.5.3;
 - 13.5.3. except for instances where the right of appeal is specifically afforded to a person in terms of any other law, a Customer may, subject to any written law and this Policy, lodge an appeal in writing with the Utility Services Entity against a decision referred to in clause 13.5.2, within seven (7) days from the date of notification of the decision; and
 - 13.5.4. the Utility Services Entity must inform the Customer concerned in writing of the decision on the appeal, instructing that any amount found to be overpaid will be credited to such person's account or, alternatively, that any amount found to be due and payable must be paid within seven (7) days from the date on which the person is notified there.

14. DISCONNECTION AND RECONNECTION OF ACCOUNTS IN ARREARS

- 14.1. Arrears on any amount due shall result in disconnection of any the applicable Utility Service for which the amount is owing to the Utility Services Entities.
- 14.2. Prior to disconnection of the Utility Service, the Utility Service Entity shall issue a forty-eight hours' written notice or such other notice as shall be approved by the Competent Authority of intention to disconnect the Utility Services to the Customer.
- 14.3. The Developer or the Utility Service Entities shall conduct regular physical inspections on the Property where the Utility Services have been disconnected to curb any possible illegal connection as set out in clause 18.
- 14.4. A disconnection fee, as determined by the Utility Services Entities, from time to time, shall be raised on all Accounts designated for disconnection.
- 14.5. A reconnection fee, as determined by the Utility Services Entities, shall be raised on reconnection of the Utility Services.
- 14.6. The Customer remains liable and responsible for all instances of unauthorised reconnections and disconnections, illegal connection, tampering, damage or theft of any Utility Services Infrastructure installed in the Property. Furthermore, the onus is upon the Customer to ensure that any tenants on the Property refrain from such acts.
- 14.7. An unauthorised reconnection or illegal connection of, or tampering with a Utility Service supply is prohibited and shall constitute a criminal offence which shall result in legal action being taken

against the Customer and disconnection of Utility Services or removal of the entire Utility Service supply being effected.

- 14.8. Subject to applicable legislation, the Utility Services Entities may refuse the Utility Services to a consumer who is found guilty of fraud, theft or any other criminal offence related to any Utility Service, 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 Utility Services Entities have been paid in full.
- 14.9. Reconnections of Utility Services shall only be allowed when all applicable penalties and fees have been paid and the debt has been extinguished or suitable arrangements have been made to settle the debt.
- 14.10. In addition to the other circumstances in which a Utility Service may be disconnected in terms of this Policy, Utility Services may be disconnected, after due notice has been given where a Customer:
 - 14.10.1. is an individual; the Customer is deceased and such has not been reported to the Utility Services Entities; or
 - 14.10.2. is a company or other legally formed entity; the Customer has been deregistered and such has not been reported to the Utility Services Entities; or
 - 14.10.3. is a company or other legally formed entity; the Customer is deregistered and continues to trade but fails to settle debt owed to the Utility Services Entities.
- 14.11. Reconnection of Utility Services where such services have been disconnected in terms of clause 14.10 of this Policy shall be authorised when:
 - 14.11.1. an executor or an administrator has been appointed; or
 - 14.11.2. the company or other legal entity has been re-registered.
- 14.12. The Utility Services of Customers on pre-paid meters, who tamper with their services, shall be disconnected and any amounts due to the Utility Services Entities shall become payable immediately.

15. DEBT COLLECTION

- 15.1. The Developer shall set up a debt collection unit or engage the services of an external debt collection agent to recover outstanding amounts that are considered recoverable in terms of the criteria set out in clause 15.2 of this Policy.
- 15.2. Debts will be considered recoverable if it complies with one or more of the following criteria:
 - 15.2.1. The Utility Service Entity is able to prove the outstanding debt;
 - 15.2.2. The debtor has assets that can be attached against the outstanding debts;
 - 15.2.3. The debtor can easily be traced and identified by the Utility Services Entity; or/ and
 - 15.2.4. The debt has remained outstanding for a period not exceeding one (1) from the date of issue of the Account.
- 15.3. Where arrears or a debt owing to the Utility Services Entities is considered recoverable, the Developer in conjunction with the Utility Services shall engage the services of an external debt collection agent to assist in recovering the debt.

- 15.4. Where the debtor fails to honour the actions undertaken by the debt collection unit or the external debt collection agents, the Developer acting through the Utility Services Entities shall institute legal proceedings against the debtor.

16. IRRECOVERABLE DEBTS

- 16.1. Where an Arrears or a debt owing to the Utility Services Entities is considered irrecoverable in terms of the criteria set out in clause 16.3 of this Policy, and provided that there is sufficient provision to cover bad debts due to the Utility Services Entities, the Utility Services Entities may elect to write off such Arrears or debt.
- 16.2. The Utility Services Entities shall report to the Developer all amounts that have been written off as irrecoverable in terms of clause 16.1 and all such information shall also be included in the monthly budget statements.
- 16.3. Debt will only be considered as irrecoverable if it complies with one or more of the following criteria:
- 16.3.1. all reasonable notifications and cost-effective legal avenues have been exhausted to recover a specific outstanding amount;
 - 16.3.2. any amount as determined by the Utility Services Entities from time to time, will be considered too small, after having followed basic checks, to warrant further endeavours to collect it;
 - 16.3.3. the cost to recover the debt does not warrant further action;
 - 16.3.4. it has been proven that the debt has remained outstanding for a period exceeding year (1) years from the date of issue of the Account;
 - 16.3.5. the debtor is untraceable or cannot be identified so as to proceed with further action;
 - 16.3.6. if the debtor has emigrated leaving no assets of value to cost-effectively recover the Utility Services Entities' claim;
 - 16.3.7. if, for whatever reason, it is not possible for the Utility Services Entities to prove the debt outstanding;
 - 16.3.8. a court has ruled that the claim is not recoverable;
 - 16.3.9. the claim is subject to an out of court settlement agreement;
 - 16.3.10. the Utility Services Entities has resolved that the debt is irrecoverable;
 - 16.3.11. if an offer of Full and Final Settlement is accepted and confirmed in writing by the Utility Services Entities; or/and
 - 16.3.12. the outstanding amount as a result of an administration error.

17. DEEMED OWNERS

- 17.1. The persons contemplated under clause 1.1.18.5 shall be liable for the payment of any Outstanding Amount or debt for the provision of any Utility Service.
- 17.2. Notwithstanding the provisions of clause 17.3, for the purposes of liability for an Account, the occupier or occupiers of a Property which vests in persons specified under clause 1.1.18.5 will be regarded a deemed owner. The Utility Services Entities may request a deemed owner to sign a Customer Service Agreement. Where there is more than one occupier on the Property, every occupier will be jointly and severally liable for an Account.

- 17.3. “Deemed Ownership” does not confer any rights on an occupier other than the liability to pay the Accounts or as contemplated in this Policy.
- 17.4. In accordance with clause 14.10, failure to inform the Utility Services Entities that the Property forms part of a deceased Customer’s estate may result in the disconnection of Utility Services, until an executor or representative has been appointed.
- 17.5. As regards succession matters:
- 17.5.1. Where a deceased Customer’s estate has not been wound up within a period of three (3) years, then the Utility Services Entities, without derogating from such other rights as may exist in law, may disconnect a Utility Service to the Property, or review the provisions of any applicable Customer Service Agreement.
- 17.5.2. The Utility Services Entities may conclude a Credit Arrangement with any person who wishes to settle a deceased Customer’s debt or a portion thereof. This provision is intended to assist family members of a deceased Customer or an occupier of Property that is vested in a deceased Customer’s estate, to receive Utility Services pending the winding up of the concerned estate.

18. RIGHT OF ACCESS TO PROPERTY BY THE UTILITY SERVICES ENTITIES

- 18.1. An authorised official may access any Property at any reasonable time in order to read, inspect, install or repair any meter or service connection, or to disconnect, stop or restrict the provision of any Utility Service.
- 18.2. Should access to the Property be unreasonably denied or prevented for the purposes of effecting a disconnection, a disconnection penalty fee may be raised in the Account.
- 18.3. Any official or contractor appointed by the Utility Services Entities for the purposes set out herein, may, at all reasonable times enter any Property to which Utility Services are supplied by the Utility Services Entities, in order to inspect the Utility Services Infrastructure for the purpose of ascertaining the quantity of Utility Services supplied or consumed, or to disconnect or terminate such supply or remove any apparatus belonging to the Utility Services Entities.
- 18.4. Should the Customer fail to allow access to the Property to which Utility Services are supplied by the Utility Services Entities on three (3) consecutive occasions without any reasonably justifiable reason (which should be communicated to the Utility Services Entities immediately); which failure results in financial detriment to the Utility Services Entities or damage to the Utility Services infrastructure, the Utility Services Entities may, having given due notice, disconnect, stop, restrict or discontinue the provision of any Utility Service.

19. TRANSMISSION OF DOCUMENTS

- 19.1. Where any Account, notice or other document issued by the Utility Services Entities in terms of this Policy is required to be given or delivered by the Utility Services Entities to any Customer, such communication may be:
- 19.1.1. posted by registered mail to the last known address of the Customer;
- 19.1.2. e-mailed to the Customer’s e-mail account provided; or
- 19.1.3. sent via short message to the Customers cell phone number.

20. PRIMA FACIE EVIDENCE OF INFORMATION

- 20.1. For the purposes of the recovery of any amount due and payable to the Utility Services Entities in terms of this Policy:
- 20.1.1. a copy of any relevant Account; and

- 20.1.2. a certificate issued by the Utility Services Entities confirming the amount due, shall constitute *prima facie* evidence of the information contained in such documents.

21. UPDATE OF CUSTOMER DETAILS

- 21.1. A Customer shall furnish the Utility Services Entities with their updated information details when a change of such information occurs, or on request by the Utility Services Entities, which includes but is not limited to:
 - 21.1.1. contact details of the Customer;
 - 21.1.2. details of executors or administrators of deceased estates (where applicable);
 - 21.1.3. deregistration or termination of a company, trust or other legal entity if the company, trust or other legal entity is the Customer;
 - 21.1.4. details of deceased:
 - 21.1.4.1. company directors;
 - 21.1.4.2. trustees of trusts; and
 - 21.1.4.3. partners of a partnership;
 - 21.1.5. notice of a company placed under liquidation or is insolvent and the letters of appointment of any insolvency practitioner in the event of insolvency or liquidation; and
 - 21.1.6. any change of members, partners, directors or trustees of any juristic person if the juristic person is the Customer.
- 21.2. A failure to update information with the Utility Services Entities or a failure to respond to the Utility Services Entities request for updated information may, subject to the principles of administrative justice, result in the restriction of utility Services or disconnection of services.

22. LEGAL ACTION

- 22.1. Legal proceedings may be instituted by the Utility Services Entities to recover Arrears on Accounts, where:
 - 22.1.1. disconnection or other action provided under this Policy yielded no satisfactory result;
 - 22.1.2. disconnection action is not possible due to the nature of the services for which the Account has been rendered; or
 - 22.1.3. the Arrears are older than ninety (90) days.

23. CONFLICT

Subject to the applicable laws and regulations, if there shall be any inconsistency or conflict between the provisions of this Policy and the provisions of the lease agreement relating to the Property (as the case may be), the provisions of the concerned lease agreement shall prevail.

24. APPEALS

Any Customer who is aggrieved by a decision made by the Utility Services Entities, the Developer and/or a Utility Service Entity pursuant to the terms of this Policy other than the decision contemplated under clause 13, may appeal against the decision in accordance with the terms and procedure set out under the Customer Care and Grievance Handling Policy.

25. DAMAGE TO UTILITY SERVICES INFRASTRUCTURE

- 25.1. Where a contractor has been engaged to provide services or to deliver goods on behalf of a Customer and the contractor damages/destroys Utility Services Infrastructure the following shall apply:
- 25.1.1. the contractor shall forthwith notify in writing the relevant Utility Services Entity whose Utility Services Infrastructure was damaged/destroyed, so that:
 - 25.1.1.1. a claim can be submitted to the contractor's insurance service provider in order to quantify and recover the damages sustained; or
 - 25.1.1.2. where the contractor, for whatever reason, has not engaged an insurance company, so that the concerned Utility Services Entity can provide a total estimate of the cost for the repairs that will restore the damaged Utility Services Infrastructure to good working order.
 - 25.2. The contractor shall remain liable for the damage caused to the Utility Services Infrastructure notwithstanding that its contract with the Customer may have terminated or been cancelled.
 - 25.3. Upon quantification of the damages sustained, the concerned Utility Services Entity shall issue a certification of the quantum of damages. Such certification shall be deemed to be a liquid document for purposes of recovery of the damages and the damages shall become a collectable debt in terms of this Policy.
 - 25.4. Notwithstanding the provisions of clauses 25.1 to 25.3, the Resident shall indemnify inter alia the Developer, the Utility Services Entity concerned against any liability, penalty, damages, compensation, costs, charges or expense arising from any damages to the Utility Services Infrastructure caused by a contractor.

26. ILLEGAL CONNECTIONS

- 26.1. No Resident or other person may:
- 26.1.1. reconnect, attempt to reconnect or cause or permit a reconnection to any Utility Service where the Utility Services Entities has restricted or disconnected such supply;
 - 26.1.2. tamper, break or interfere with any Utility Services Infrastructure or unlawfully use or interfere with Utility Services provided by the Utility Services Entities or any Utility Services Entity; or
 - 26.1.3. knowingly consume, use or distribute any Utility Services which has been obtained in an unlawful manner.
- 26.2. A Resident shall notify the applicable Utility Services Entity if he or she becomes aware of an Illegal Connection.
- 26.3. Where there is evidence of an Illegal Connection, it shall be presumed that the Resident caused or allowed such illegal connection.
- 26.4. Where prima facie evidence of an Illegal Connection, tampering, or interference referred to in clause 26.1 exists, the Utility Services Entities has the right to disconnect the supply immediately without prior notice to Resident and the Resident is liable for all fees and charges (as set out in the Tariff Policy) levied by the relevant Utility Services Entity for the disconnection and subsequent reconnection.