

# PEC Utility Management (Pty) Ltd

Company Reg No 2004/032820/07



## TERMS & CONDITIONS - SMART PREPAID E-WALLET

### 1 GENERAL

- 1.1 PEC Utility Management (Pty) Ltd (herein after referred to as 'the Service Provider') is a private company, duly registered in accordance with the laws of the Republic of South Africa, with details as set out on the Agreement Form.
- 1.2 The consumer/owner acknowledge and accepts that these "Terms and Conditions" read together with the agreement constitutes the whole agreement (hereinafter referred to as "the Agreement") between the consumer/owner and the Service Provider, and was read and understood.
- 1.3 No changes to the Agreement will be valid unless reduced to writing and signed by both parties.
- 1.4 The Service Provider reserves the right to amend these Terms and Conditions from time to time to adhere to any directive received and/or legislator requirement that may come into effect.
- 1.5 The Service Provider will, upon signing of the Agreement by the consumer/owner, render and/or deliver the requested services of this Agreement.
- 1.6 The consumer/owner is liable for consumption charges on the premises, from the date when consumption commences, until the date of the final meter reading when the consumer ceases to consume utilities at the premises. Please see section 6 below for the Vacating of Premises procedure.
- 1.7 The Service Provider operates according to the official by-laws of the Local Supply Authority.
- 1.8 If the consumer at any stage consumed water and/or electricity supply without it being metered, either through a mechanical fault on the part of the metering equipment or for whatever other reason, the Service Provider will be entitled to calculate the average consumption for the premises over the last 6 months prior to the period of faulty metering and the average usage multiplied by the tariff will constitute the consumer's indebtedness.
- 1.9 Movements will only be processed from Monday to Friday 08h00 - 16h30 during office hours, excluding Public Holidays. If a movement is requested after hours, an after-hours registration fee will be applicable.

### 2 TARIFFS

The tariffs applied to the consumer/owner are in line with the prescribed tariffs of the Local Supply Authority but will also be reflective of the actual cost to supply electricity to the end consumer.

### 3 DEPOSITS

- 3.1 The Service Provider is entitled to collect a risk deposit from the consumer / owner, which is calculated in accordance with the relevant consumer qualification, unless otherwise agreed upon between the property owner and the Service Provider.
- 3.2 Deposits are non-interest bearing.
- 3.3 Deposits are subject to annual revision and can be adjusted up to 3 (three) times the average value of the account calculated over a 6 (six) month period.
- 3.4 Deposits are refundable within 45 (forty five) business days after the following conditions have been met:
  - 3.4.1 written notification for the cancellation of this agreement (please see section 5 below) – minimum 14 (fourteen) days prior to vacating the unit / premises; and
  - 3.4.2 the final utility usage has been settled in full; and
  - 3.4.3 the wallet has been closed on the date stated on the Vacating of Premise form (In the event where a Vacating of Premise form is not received on time, the tenant/consumer will remain liable for the usages in the premises until such date when the correct forms and supporting documentation has been received and processed by PEC.
- 3.5 Should the consumer/owner pose a risk due to poor or non-payment, the consumer/owner will be liable to pay an increased non-interest bearing risk deposit to the Service Provider, reflective of the risk posed.

### 4 PAYMENTS

- 4.1 The consumer/owner is responsible for using the correct reference number (as given) when making payments.
- 4.2 The consumer/owner acknowledge that failure to purchase and maintain a sufficient prepaid credit balance in respect of electricity, water and sewer (as applicable), and any other agreed upon services between the Service Provider and the landlord/owner, shall result in services discontinued.
- 4.3 Allowance of 48 hours after payment has been made from a bank other than ABSA needs to be taken into consideration. No allocation will be done if amounts paid does not reflect on the Service Provider's bank statement. Please note that if payments are done on public holidays or over weekends, the time for the paid amounts to reflect on the Service Provider's bank statement may be subject to additional delays.
- 4.4 If payment has been made using the incorrect reference number, the automatic payment allocation will not take place, and manual payment allocation needs to be done through the Service Provider. This will result in delays allocating payments and credits reflecting to and in the e-wallet.
- 4.5 The Service Provider cannot be held liable for any form of loss or damage suffered due to the disconnection of utilities as a result of non-payment or the non-allocation of payments, due to the incorrect reference number used.
- 4.6 The Service Provider supplies utility services under the incidental credit section of the National Credit Act (No 34 of 2005) and interest on overdue payments will be charged by the Service Provider as allowed for in this Act.

### 5 CREDIT CONTROL

- 5.1 It is agreed between the parties that the Service Provider will be entitled to disconnect electricity / water supply in the following instances:
  - 5.1.1 where the consumer/owner fails to sign and complete the Agreement; and/or
  - 5.1.2 non-payment and/or short-payment of the required risk deposit; and/or
  - 5.1.3 non-payment of utilities i.e. Water and Electricity and Basic Charges that may be applicable.
- 5.2 Reconnections of utilities will only be carried out during business hours, and may take up to 48 business hours after payment has been received by the Service Provider.
  - 5.2.1 A same-day reconnection fee will apply if water was disconnected due to non-payment.
  - 5.2.2 Proof of payment will have to be supplied before any reconnection will take place.
- 5.3 A consumer/owner who fails to make timely payments as per their monthly utility usages, accepts that they may be listed with the National Credit Bureau. An administration fee will be charged for the listing procedure, for which the consumer/owner will be liable for.

### 6 VACATING OF PREMISES

- 6.1 A Vacating of Premises form needs to be completed and sent to the Service Provider not less than 14 days prior to the consumer vacating the premises.
- 6.2 Vacating of Premises forms can be obtained from your local PEC Utility Management office or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za)
- 6.3 A consumer/owner will be held responsible for the full consumption on the meter/s until such time that the tenant has vacated and the necessary forms have been processed on our system.

### 7 THE SYSTEM

The consumer/owner shall:

- 7.1 Subscribe to and participate in the smart prepaid system rendered by the Service Provider, in order to obtain water, electricity and sewer (as applicable) supply to the premises;
- 7.2 comply with the vending requirements and guidelines in respect of the installation, use, maintenance and operation of the smart prepaid system as well as funding of the e-wallet on the online platform;
- 7.3 ensure that no interference, tampering, changes and/or attempt to interfere, tamper and/or changes made to the smart prepaid meters or equipment;
- 7.4 accommodate a complete shut down as and when may be required by the property's managing entity and/or the Service Provider for purpose as required by the smart prepaid system;
- 7.5 take all reasonable steps, at your own cost, to protect your household equipment and content in the event of the smart prepaid system failing to perform or in the event of disconnection;
- 7.6 pay for any maintenance and/or repair costs which may be necessary in respect of the smart prepaid meters and/or equipment once the initial 24-month guarantee has expired (as applicable from date of meter installation);
- 7.7 pay all costs in the event of tampering or vandalism on the metering equipment; and
- 7.8 sufficiently fund the e-wallet in respect of the smart prepaid system as required. Any payment made by you shall first be allocated to any fixed charges and reconnection fees (if applicable), and thereafter as a credit balance. Such prepaid balance will be reduced by consumption of electricity, water and metered by the smart prepaid meter.

### 8 METERING EQUIPMENT

- 8.1 The Service Provider is entitled reasonable access to the premises for the connection / disconnection of services, reading of meters, inspections, maintenance and/or repairs of meters.
- 8.2 Where it can be proven that metering equipment has been tampered with, or where electricity / water has been illegally acquired, the supply to the premises will be terminated and the Service Provider will impose a tampering fee for which the consumer/owner will be liable.

### 9 RENT RECOVERY (IF APPLICABLE)

- 9.1 In the event where rent is payable through the wallet system, the monthly rental amount will be deducted first from the available balance in the consumer /owner's s wallet and only after deduction of the full rental amount, funds will be deducted for utilities and any other agreed upon services between the Service Provider and the landlord / owner.
- 9.2 In the event where there is not sufficient available funds in the consumer/owner's wallet to cover both rental and utility amounts, the utilities may be disconnected.
- 9.3 It is the consumer/owner's responsibility to ensure that there is enough credit available in the wallet to fund all withdrawals on a monthly basis.

### 10 POPI ACT

- 10.1 The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.
- 10.2 The consumer/owner is responsible to provide the Service Provider with any updates and/or information pertaining to the new and/or additional contact information, to ensure an accurate client profile and communication. A Change of Personal Details form can be obtained from your local PEC Utility Management office, or on our website [www.pecutilities.co.za](http://www.pecutilities.co.za)
- 10.3 In accordance with the Protection of Personal Act 4 of 2013 (POPIA) any information that you provide to PEC in your capacity as 'data subject' will be used for the sole purpose to enable PEC to provide you with the services that you have agreed to.
- 10.4 Any personal information provided by you will not be disclosed to any third party whatsoever, unless you have consented thereto, or unless the disclosure of such information is required by law.
- 10.5 Our full POPIA manual is available on our website [www.pecutilities.co.za](http://www.pecutilities.co.za) for your perusal.

### 11 SURETY AND WARRANTY

- 11.1 Where the consumer is a legal entity, the person signing this Agreement binds himself in person as surety and co-principal debtor, in solidum jointly and severally with the consumer for all amounts due or obligations arising from the terms of this Agreement.
- 11.2 I/we renounce the benefits arising from the legal exceptions, exclusion, division, cession of action, errore calculi non causa debiti, revision of accounts and no value received, with the meaning of which I declare myself to be fully acquainted.
- 11.3 Where the consumer is a legal entity, the person signing this Agreement warrants that he/she is duly authorised thereto.

### 12 LIABILITY

- 12.1 The Service Provider cannot be held liable for any electricity or water consumption beyond the metering point.
- 12.2 Any usage beyond the metering point is for the absolute justification of the consumer who is in complete control of his own consumption.
- 12.3 The Service Provider cannot be held liable for any leaks beyond the metering point
- 12.4 The Service Provider cannot be held liable for any damage caused to the property, furniture or equipment due to a leak beyond the metering point.

\*Please note that PEC reserves the right to amend these Terms and Conditions from time to time. Please refer regularly to our website for any updates.\*

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