HOUSEHOPPERS
MOVES • UTILITIES • PACKAGING

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ACCOUNT OPENING DOCUMENTATION AND INFORMATION

Below and attached you will find all that is needed to open your utility accounts. Please read through the utility information document very carefully as it details the full process. Please also be aware that the timeframes given are guidelines only. Househoppers facilitates the process but is still very reliant on the City of Johannesburg to process the work, which may be hampered by unforeseen delays from time to time.

SECTIONAL TITLE AND FULL TITLE ACCOUNT OPENINGS REQUIRE THE BELOW INFORMATION:

- Information Sheet *(Attached)*
- Resolution Letter *(Attached)*
- Company or Trust Documents *(if applicable)*
- Copy of ID *(all purchasers who appear on the offer to purchase)*
- Transferring Attorney Letter *(Can be obtained from your transferring attorney- This will be a letter addressed to The City of Johannesburg)*
- Previous Owners Utility Account Numbers *(These are important to ensure that the correct accounts are opened for the correct property)*

FULL TITLE ACCOUNT OPENINGS REQUIRE THE BELOW ADDITIONAL INFORMATION:

- Date stamped Water and Electricity meter photos *(Please use a digital camera that will allow a date stamp and ensure that the reading and serial are clear)*
- Council will require a deposit for the water and electricity once the accounts have been opened, this can be paid to them directly via EFT or a direct bank deposit.

Should your property not require Eskom, kindly ignore documentation below

ESKOM ACCOUNT OPENINGS REQUIRES THE BELOW ADDITIONAL INFORMATION:

- Electrical Certificate of Compliance *(Can be obtained from your transferring attorney)*
- Previous Owners Eskom Account Number
- Eskom Move out Reference *(Can be obtained from the previous owner)*
- Home Power Supply Agreement *(Attached) – please fill in first section 1 and 3, sign and send this back*
- Annexure A & B *(Attached) – please sign and send this back*

- Eskom will require a deposit for the electricity once the account has been opened, this can be paid to them directly via EFT or a direct bank deposit.

ESKOM BUSINESS ACCOUNTS REQUIRES THE BELOW ADDITIONAL INFORMATION:

- Home Power Supply agreement for businesses *(Attached)- Please fill in first paragraph as well as section 2, sign and send this back*
- Vat registration certificate

ACCOUNT OPENING PRICING:

- Sectional Title Property – **R1 500.00**
- Full Title Property – **R2 000.00**
- Eskom – **R3000.00** *(If electricity falls under an Eskom supplied area this is additional)*

Should we need to source other documents on your behalf there will be an additional fee of R350.00

ADDITIONAL INFORMATION:

A 10% Discount for the Buyer and Seller will be applied if they **both** use our services simultaneously for the same property.

Councils LIS (**L**and **I**nformation **S**ystem) Department can take up to 2-8 weeks to update as you being the new registered owner. Once updated, we aim to have your rates account opened shortly after.

Full Title Properties: Once rates has been opened the relevant utilities will then be linked to your new rates account and a consumption deposit will be raised.

USEFUL TIPS:

Full Title Property – This is a free-standing home

Sectional Title Property – This is either a flat or a property within a complex.

Please remember to take the readings on all your meters on date of occupation AND registration.

OTHER SERVICES OFFERED BY HOUSEHOPPERS:

Account Closings and Refunds: closings@househoppers.co.za
Account Queries and Meter Applications: queries@househoppers.co.za
HouseHoppers Moves: bemoved@househoppers.co.za
Or visit our website for more information: www.househoppers.co.za

07/07/2021

ACCOUNT OPENING INFORMATION SHEET

PERSONAL DETAILS AND STATEMENT DELIVERY ADDRESS

NEW OWNER ONE		DETAILS	NEW OWNER TWO *(If bought in joint partnership)*
		COMPANY NAME	
		SURNAME	
		FIRST NAMES	
		CELL NUMBER	
		EMAIL ADDRESS	
		ID NUMBER	
WOULD YOU LIKE YOUR CITY OF JOBURG STATEMENT TO BE EMAILED?		IF YES TO WHICH EMAIL?	
POSTAL ADDRESS			
ALTERNATIVE ADDRESS *(Different from physical | Needed for Eskom)*			
Please ensure that the contact details provided are correct; all updates will be sent through to these details. *If an alternative contact person needs to receive updates, please specify name, email address & phone № below:*			
ALTERNATIVE CONTACT PERSON *(Personal Assistant, Estate Agent or Attorney)*			

PROPERTY DETAILS

PROPERTY TYPE *(Select from the dropdown)*		UNIT №		COMPLEX NAME	
STREET NUMBER		STREET NAME			
AREA/ TOWNSHIP		ERF/ STAND №		PORTION №	

PREVIOUS OWNERS ACCOUNT DETAILS

RATES ACC №		PIN		REFUSE ACC №		PIN	

	ELECTRICITY INFORMATION				WATER & SEWER INFORMATION			
FULL TITLE	ELECTRICITY ACC № *(Compulsory for Eskom)*		PIN		WATER ACC№		PIN	
	METER №		PREAID?		METER №			
	READING				READING			
	READING DATE				READING DATE			
	ESKOM MOVE OUT REFERANCE *(Previous owner)*				SEWER ACC № *(If diff. from rates)*			
	ESKOM PREPAID METER NUMBER *(If applicable)*							

PREVIOUS OWNERS DETAILS

NAME AND SURNAME *(Previous owner)*		CELL №	
ARE THEY USING HOUSEHOPPERS?		EMAIL ADDRESS	

PROPERTY TRANSFER DETAILS

NAME TRANSFERRING ATTORNEY FIRM		DATE OF TRANSFER	
CONTACT PERSON & CONTACT №		EMAIL ADDRESS	
DID YOU USE OUR MOVING SERVICES?		HOW DID YOU HEAR ABOUT US?	

OFFICE USE ONLY:

INVOICE №:____________________

- ☐ Information Sheet
- ☐ Authorisation Form
- ☐ ID Copies
- ☐ Attorney Letter
- ☐ Eskom Application
- ☐ COC
- ☐ Eskom Account №
- ☐ Eskom Move out Ref
- ☐ Alternative Address
- ☐ Readings/Meter №
- ☐ Meter Photos
- ☐ Other/Company Docuents

NOTES:

Office Line: 0861 2 HOUSE (46873)
Website: www.househoppers.co.za
Postal Address: PO Box 1334, Strubensvalley, 1735

The City of Johannesburg, Ekurhuleni, Mogale City, Tshwane, Johannesburg Water, City Power, Eskom

LETTER OF AUTHORIZATION IN RESPECT OF OPENING CLOSING AND QUERYING MUNICPAL ACCOUNTS

I, ____ ID Number: ______________________________
Cell: _______________________________ give my permission, that any official employee of Househoppers and their affiliates (CLK), have my full permission to do the following applicable items on my behalf for my account/s:

- Apply for refunds
- Complete and sign application forms
- Opening / Closing of accounts
- Accessing of online statements
- Enter into a service agreement with the relevant Local Government
- Generally handling our affairs relating to municipal accounts Any general queries to do with the below address:

Physical Address:

____

____

Legal Address:

____

____
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Initial

HouseHoppers processes your information in accordance with the Protection of Personal Information Act No. 4 of 2013. For HouseHoppers to render its services, the information provided will be shared with the relevant municipalities and entities including, but not limited to, the municipalities listed above. HouseHoppers will retain your personal information for a period of 48 months, thereafter. You have the right to request, where necessary, the correction, destruction or deletion of your personal information as provided for in terms of section 24.

If you were introduced to HouseHoppers by a third party, where HouseHoppers and the third party have an active SLA agreement, HouseHoppers will share information back to that third party as part of the on-going SLA to ensure that quality and services levels are being maintained. The information shared will be limited to the progress status of the work being done.

By signing this form, I confirm that I have received, read, understood and agreed to the HouseHoppers terms and conditions and give full permission to HouseHoppers and its Employees to deal directly with the applicable municipalities for my accounts on my behalf.

Yours faithfully:

Name: ____ Sign: ____

Email: ____
Date:______________________________________

Initial

HouseHoppers is an independent rates consultancy company which aims to assist buyers and sellers in opening and closing their utility accounts. Our thorough knowledge of the different Municipalities workings, aids us in providing you with a stress-free process without ever having to personally visit the necessary offices.

PLEASE ENSURE THAT YOU READ THE FOLLOWING INFORMATION TO ENSURE THAT YOU UNDERSTAND THE PROCESS, AND TO AVOID ANY MISUNDERSTANDING AND UNNECESSARY FRUSTRATION. THE MUNICIPALITIES PROCESSESES ARE VERY DIFFERENT IN COMPARISON TO NORMAL CORPORATIONS. THE OPENING AND CLOSING PROCEDURES ARE DETAILED SEPARATELY FOR YOUR EASE OF REFERENCE. THIS IS A LIVING DOCUMENT THAT IS REVISED OFTEN TO KEEP UP WITH THE EVER CHANGING COUNCIL PROCESS. PLEASE ENSURE THAT YOU HAVE THE LATEST VERSION.

We aim to provide you with feedback every 2 weeks. Although this is not always possible, we will at the very least send progress reports when progress has been made on the account. Should you require feedback other than the before mentioned times, please feel free to contact the coordinator handling your file

ACCOUNT OPENINGS

The City of Johannesburg, Ekurhuleni, Mogale City, Tshwane, Johannesburg Water, City Power, Eskom

When purchasing a property in the relevant municipalities it is necessary for the buyers to attend to the opening of new utility accounts at the relevant municipality, and if necessary, Eskom too. These accounts are not opened automatically and do require personal visits to the offices, which HouseHoppers does for you. There are two different kinds of account openings- full title (free standing house and clusters homes) and sectional title (townhouse and apartments). The difference in the two is that Full title accounts includes rates, refuse, sewer, water and electricity whereas sectional title account only has rates and refuse- as water, electricity and sewer are billed through the complex's Body Corporate. It is also possible to have a full title property where water or electricity is billed through the complex.

GENERAL:

- Municipal accounts can only be opened after the transfer has registered into the new owners' name. It is best to open the accounts as quickly as possible to avoid any unnecessary interruption of supply, although generally there is a 4-8 week leniency period before you are disconnected.
- The accounts are opened from the date of transfer only- **NOT date of occupation**- if you occupied the property prior to transfer you will need to reimburse the seller for any consumption up until date of transfer. To calculate the split charges between the two accounts please see the note on ***occupational rent split charges*** below***.***
- Please do not make any payments into any account that is not in your name. Reimbursing of charges during occupational rent should be paid to the seller and please be sure to keep all proof of payments just in case. Please note that accounts can and will only be opened in the names of the registered owners of the property.
- It is advisable to record all meter readings on date of occupation and date of transfer and generally best to do it photographically with a camera that is able to include a date stamp. These readings are only ever used if there is a discrepancy with the billing on the account. The start readings on the account are never exact but are normally fairly accurate.
- Eskom accounts are opened with the same readings that the seller closes their accounts with. If these readings are incorrect for any reason, your account will be opened with incorrect readings.
- Please be aware that the following rates scenarios will incur additional HouseHoppers fees--1) If a property is a double stand; a double rates update fee will be charged –2) If rates accounts are found to be in the previous, previous owners names; a double rates update will need to be done –3) If the LIS has not been updated, a separate query will need to be logged with the GIS department to have it updated and additional charges will be incurred 4) if the property was recently sub divided and the original accounts are not correct.

WATER AND ELECTRICITY:

Accounts can be opened once the transfer has taken place and once the ownership details have been updated between the deed's office and municipality. Once the ownership details have been updated, we are then able to proceed and open a new rates account for the property for which we receive a new account number. The water and electricity are then added to the new rates accounts. The water and electricity services do require a consumption deposit to be paid into the account. This deposit is held in security on the account until the account is closed at which time it is then refunded. Deposits must be paid directly into the newly created municipality account via EFT or a direct bank deposit. Please note the municipalities no longer accepts any form of cheque payments. All accounts that are opened are opened from a nil balance which means that purchasers cannot inherit any debit balances from a seller.

Buyer's accounts are opened with the exact same information as the seller's accounts. If there were any errors with the seller's account these same errors will be passed onto your account, (incorrect meters linked or incorrect information). It is the responsibility of the account holder to ensure that all the details are correct and if any are not correct to please notify us so that it can be fixed. We do not receive copies of the account after they have been created and billed. The correction of existing errors will be billed as separate queries. Water and electricity accounts are generally billed within a month or two. If you do not receive an invoice, please notify HouseHoppers so that we can investigate as we will be unaware unless we are notified.

Eskom accounts should be opened from the date that the previous owner closed their account or on date of transfer. This should be done very shortly after you have moved in. New accounts are opened using the same readings with which the seller closed their Eskom account, so if there is a discrepancy with the readings it will cause an issue with the billing on the 1st account. Eskom also require a consumption deposit of which the minimum is R2550. It is advisable to pay this deposit once we have it to you as you could run the risk of being disconnected. Your first bill should be received within approximately 1 month (accounts are only billed once a month towards months end) if not please notify us so that we can investigate.

OCCUPATIONAL RENT SPLIT CHARGES:

If the purchaser took occupation prior to registration, then the seller should bill the purchaser directly for all consumption up until date of registration only; thereafter the Council will adjust the bills accordingly. Please remember to take readings on date of registration; these will only be used should a query arise as the Council has their own way of calculating the split charges. The Council regards occupation rent as a private agreement and they do not concern themselves with the split charges between buyers and sellers. They only concern themselves with the charges prior to transfer for the seller and charges after transfer for the buyer. To calculate what amounts should be billed to purchaser prior to registration, take the entire bill for the water and/ or electricity, including the service charges and Vat, and divide the amount by the number of days stated on the bill and pro rata the amount. Please remember that consumption is billed in arrears and on odd days (18th- 15th of a month) so there may be an additional bill after registration for consumption. Rates, sewer and refuse are not normally billed to the purchaser during the occupational lease period (but this may vary depending on the contract you signed). The seller is also liable for the rates, sewer and refuse for the month that the property was registered.

ERF SUB DIVISIONS AND CONSOLIDATIONS:

In the case of a sub division or consolidation, new rates accounts must be created for the newly sub divided/ consolidated stands. When this is done the water and electricity meter still remain on the original stand, which technically no longer exists due to the sub division or consolidation, and will need to be moved to the new stand that is created. This is a complicated process which involves moving meters between premises (ERF's). The fees for this will differ to that of normally account opening. We will bill you to open the rates (not water or electricity) and then an additional fee to move the meters between premises: each service is done at a different department; therefore there will be a separate fee for each service

SUMMARY FOR ACCOUNT OPENING (8 Weeks)

- HH to receive ALL documents before the file is invoiced
- Payment required before work will commence
- Ownership and LIS to be updated
- Opening of rates account
- Opening of water and electricity (1-2 weeks)
- Client to pay deposits
- 1st invoice (can take up to 2 months to receive an account)

If your account has been opened and you do not receive a bill in the stipulated time, please let us know as any outstanding accounts may be disconnected and may incur unnecessary interest charges. The onus is on the account holder to ensure that they receive accounts. Please notify us if you do not receive an account so that we can investigate.

Please note that once the accounts are open and active any further queries on the account will be charged for as a separate query. HouseHoppers cannot be held liable for any errors with the billing process.

Although HouseHoppers has a thorough knowledge and understanding of Council processes and procedures and we are most certainly able to speed up the process, we are still at the mercy of the Council to process the work. Errors and issues are very common when dealing with the relevant municipalities. There may be unexpected delays from time to time which we cannot be held liable for and ask for your patience and understanding whilst we work on your behalf with one of the most difficult companies in South Africa.

WHILE THE IMPOSSIBLE DOES TAKE TIME, MIRACLES TAKE A BIT LONGER

For more information call **HouseHoppers** on **086 124 6873** or visit our website **www.househoppers.co.za**

1. HOUSEHOPPERS REQUESTS RELEVANT INFORMATION & DOCUMENTS
2. CLIENT SENDS BACK ALL REQUIRED DOCUMENTS
3. HOUSEHOPPERS INVOICES THE CLIENT, PAYMENT IS REQUIRED BEFORE THE PROCESS CAN BE STARTED
4. PAYMENT IS RECEIVED AND THE PROCESS BEGINS
5. THE CITY OF JOHANNESBURG'S LAND INFORMATION SYSTEM IS UPDATED
6. AN ACCOUNT NUMBER IS ISSUED WITH RATES AND REFUSE LINKED
7. WATER, SEWER AND ELECTRICITY IS THEN LINKED TO THE ACCOUNT
8. A CONSUMPTION DEPOSIT IS RAISED ON THE ACCOUNT
9. CLIENT MAKES PAYMENT INTO THE ACCOUNT FOR THE CONSUMPTION DEPOSIT
10. THE FIRST STATEMENT WILL BE ISSUED AND RECEIVED WITHIN 1 TO 2 MONTHS

TERMS AND CONDITIONS

General

1. HouseHoppers Consulting - is an independent rates consultancy company that assists consumers with account opening, account closure, obtaining refunds, and resolving billing errors with the relevant municipalities.
2. HouseHoppers Consulting – has various departments which deal exclusively with certain aspects, such as either opening and account, closing an account or raising a query on an account. Kindly note that you need to establish at the onset which department's service you will require so that we can quote you accordingly and accurately.
3. Kindly note that HouseHoppers Consulting acts as a facilitator in this process with the relevant municipality and with our thorough knowledge of the different municipalities' processes and workings, we are able to facilitate the process within the legal requirements.
4. Kindly note that while HouseHoppers Consulting facilitates the process, we are still at the mercy of the municipalities to process the work and any errors made by municipalities cannot be attributed to HouseHoppers.
5. The timeframes provided by HouseHoppers are only educated estimations and while HouseHoppers strives to resolve all tasks and inquiries, occasional unforeseen delays may occur.
6. HouseHoppers is required by law, to and shall follow all and any processes and procedures set out by the relevant municipalities. These legal constraints supersede any "desired" outcomes of the client's. Kindly note that all fees due for work processed, and accepted by a client, will still be payable should the "desired" outcome not be achieved, and if the work has been done in accordance with the relevant municipalities' policy and procedures. If an issue cannot be resolved following municipal procedures and factual information, we may recommend involving a legal entity on a case-by-case basis. This will be discussed directly with the client on a case by case basis should the need arise.
7. Municipalities frequently change their policies and procedures without prior notification, potentially causing delays. HouseHoppers shall not be held liable for any delays as a result of these changes as same are beyond the control of HouseHoppers. HouseHoppers endeavors to inform the client as soon as it becomes aware of such change in any of the municipality policy's and procedures.
8. HouseHoppers aims to provide regular feedback to its clients on account progress at least every four weeks. If you require feedback between these intervals, please feel free to contact your HouseHoppers coordinator directly, and they will revert within a reasonable timeframe.
9. The relevant municipalities may request additional information during the account opening, account closure, or query processes, which can cause unforeseen delays, which delays HouseHoppers shall not be liable for. In addition the relevant municipalities may require supplementary information beyond the initial requirements, resulting
   in further unforeseen delays, which delays HouseHopers shall not be liable for.
10. HouseHoppers may at time collaborate with independent service providers as and when necessary in providing their services to you. In this regard, the client's information will be shared with these service providers for the sole purpose of HouseHoppers providing the agreed upon service to the client, and their terms and conditions will apply. Please contact us for copies of these service provider terms and conditions we will endeavor to have these terms and conditions available on our website.
11. HouseHoppers cannot be held responsible for any disconnections that may occur at a property, especially due to non-payment of accounts. HouseHoppers will not be liable for any loss, damage, or inconvenience caused under any circumstances. In the event that you have a historical dispute on an account with a municipality, please ensure to keep your current payments up to date while the dispute is being attended to by our query department.
12. HouseHoppers will handle its client's information in compliance with the Protection of Personal Information Act No. 4 of 2013. In order to provide our services, the information you provide will be shared with relevant municipalities and entities, including but not limited to those listed on the authorization form you provide. We will retain your personal information for a period of 48 months. You have the right, as outlined in section 24 of the Protection of Personal Information Act No.4 of 2013., to request the correction, destruction, or deletion of your personal information if necessary.
13. Once a matter has been completed, the client's file will be archived within 30 days after completion. Clients will receive prior notification before the archiving process takes place. Please note that our file archiving procedures adhere to the regulations of the Protection of Personal Information (POPI) Act. Should you wish to retrieve your file from our office after it has been archived, this will incur an additional charge, which charge the client will be liable for.
14. It is the client's responsibility to ensure that all documents are filled out correctly and the correct information is supplied to avoid delays or errors resulting in incorrect information being supplied.
15. If you were referred to HouseHoppers by a third party, and there is an active Service Level Agreement (SLA) between HouseHoppers and that third party, HouseHoppers may share information with the third party to ensure the maintenance of quality and service levels. The shared information will be limited to the progress status of the work being performed and will comply with the Protection of Personal Information Act No. 4 of 2013.
16. HouseHoppers is strictly prohibited from accessing or disclosing information from any municipality or entity without proper authorization from the property owner or their authorized representative.

TERMS AND CONDITIONS

FEES

17. All fees for HouseHoppers' services must be paid in advance before any work can commence.
18. Prices quoted do not include any verbal exchanges between yourself and HouseHoppers, unless such verbal exchanges are specifically itemized on the written quote and information email. The bounds of the agreement between HouseHoppers and the client will be limited to the contents of the accepted written quote and these terms and conditions. No variations of the agreements will be enforceable unless same are reduced to writing and signed by both parties.
19. HouseHoppers Investigation fees are nonrefundable under any circumstances whatsoever, whether the "desired" outcome is achieved or not, within the estimated time frame or not.
20. HouseHoppers standard fees are only refunded at the sole discretion of the management of HouseHoppers, and will be subject to an administrative fee deduction and deduction for work already processed on the file.
21. HouseHoppers will not refund their standard fees for the following, including but not limited to, low or nil refund due to unforeseen circumstances or where there is a delay in any process or the existence of an account that has already been opened without the knowledge of the client or HouseHoppers (HouseHoppers does not check the existence of an account before initiating the process).
22. Please ensure to use the correct reference when making payments.
23. Should a special arrangement be made in respect of payment of our fees, any fees not settled within the specified timeframe will be referred to a debt collection agency, resulting in additional charges. The responsibility for payment of these fees remains with the client.
24. Any entity that provides HouseHoppers authority to work on an account, including but not limited to a Home Owners Associations, Developers or Executor of a Deceased Estate also remains responsible for the payment of Househoppers fees.
25. The HouseHoppers service is mandated to complete the work stipulated and discussed. If additional queries should arise prior to, during or after the process, these will be billed as separate queries as they are not included into the mandated service price and you will be liable for payment thereof in accordance with the invoice.

ACCOUNT OPENING:

26. Account opening: When new accounts are opened, they are created with the same information as the previous owner's account. Any discrepancies or errors from the previous owner's account will carry over to the new account. Correcting these errors will be considered a separate query to the account opening, which may result in additional fees.
27. Eskom Accounts can only be opened once all the Eskom Annexures and Home power forms are completed and initialed on each page. The account is opened using the electricity reading from the date of transfer. If there are no date-stamped pictures from the transfer/occupation date, Eskom will use the last available actual reading on their system closest to the transfer date. This reading cannot be disputed with Eskom. Please note that Eskom may update their documents without notice, and we may require you to sign new forms, resulting in potential delays.
28. An account opening service (from a new account or existing account) exclusively pertains to opening an account and does not include any other services such as valuation queries, billing dispute resolutions, or address changes, among others. Subdivision and consolidation accounts have slightly different procedures for opening and closing, and separate fees apply for processing such work.
29. Any account that requires the creation of a new rates account (opening, closing, or queries) is dependent on the up-to-date status of the Land Information System (LIS) with the new ownership details. If the LIS is not updated within the required timeframe and HouseHoppers needs to intervene to update it, additional charges will apply as it will be considered a separate query.

ACCOUNT CLOSING:

30. Account closings and refunds: All accounts to be closed by HouseHoppers must be stipulated by the client on the information sheet. HouseHoppers cannot be held liable for any omitted accounts which were not stipulated by the client.
31. Obtaining Documents: HouseHoppers offers a courtesy service to assist clients in obtaining documents through their appointed transferring attorneys. While we will make every effort to assist, it remains the client's ultimate responsibility to ensure all necessary documents are obtained. If attorneys require payment for obtaining archived or other documents, the client and attorney must address the matter directly and HouseHoppers shall not be liable in this regard.
32. No monies should be paid into relevant municipalities' accounts after the clearance figures have been issued and paid. If monies have been paid after the date of transfer additional HouseHoppers fees may be applicable to have these additional amounts refunded.
33. Providing buyer information is crucial to ensure timely account closures. Failure to supply this information may result in delays in the closing process.
34. HouseHoppers shall not be held liable if refunds are rejected due to incorrect council processing.
35. If refund amounts are estimated at the beginning of the process. These are very basic calculations and do not include a full investigation into the account which could reveal

TERMS AND CONDITIONS

billing errors and which could alter the initial estimated refund.

36. Readings are needed when closing an Eskom account. It is the client's responsibility to submit same to HouseHoppers, if the client fails to comply therewith, then Eskom will use the readings closest to the closing date, which could result in under or overcharges being levelled against the account.
37. There are several steps involved in obtaining the refund and each step may be handled by a different coordinator.
38. Accounts are closed from the date of transfer and no other date. If occupation is given prior to/ after this date, the consumption charges must be recovered directly between the buyer and the seller as this falls outside the Mandates services of HouseHoppers. Additional fees will be applicable for recons done for occupational periods if requested by the client.
39. Section 118(1) Clearance: If Section 118(1) is applied to clearance figures and the account is in a debit balance with the municipality, no refund will be issued as the debit remains due and outstanding.
40. HouseHoppers shall not be held responsible if the municipality reconciles the account(s) and determines that there is an outstanding amount owed after the account has been closed and refunded. In such cases, HouseHoppers will need to conduct an investigation, and additional fees may apply which the client will be liable for.
41. If a query or property transfer is older than 3 years HouseHoppers will not be able to assist with obtaining the refund as the period has been archived on council's system.

<u>QUERIES & METER APPLICATIONS:</u>

42. All queries received by HouseHoppers require a thorough investigation, the investigation's primary purpose is to identify the root cause of the issue and enable HouseHoppers to develop the most effective resolution method for the client. During the Investigation Process, HouseHoppers do not log references for queries for this reason.
43. Investigation fees are non-refundable under any circumstances, Investigation fees are payable upfront before any work will commence.
44. The HouseHoppers resolution steps are based upon facts and information provided by the client and the municipality. In situations where there is insufficient factual evidence to resolve the matter, it may need to be handled by a legal professional, a service that HouseHoppers does NOT provide, although we can offer recommendations in this regard.
45. In the event that a query remains unresolved the client will be liable for the work already completed on the file by HouseHoppers and the client will not be eligible for a refund.
46. The Investigation process typically spans from 2 to 6 weeks, with variations depending on the circumstances of each file. There may be a delay from time to time as additional information may be required or little to no information has been received by the client.
47. If a query extends beyond a period of 3 years, HouseHoppers will be unable to assist with its resolution, as such data is archived within the municipality's system. In such instances, legal intervention will be necessary. Clients will be advised if a matter requires legal intervention and HouseHoppers can offer recommendations in this regard, and the client can choose to engage directly with such legal professional.
48. Valuation files are backdated solely to the current valuation roll in accordance with the rates Act, The Valuations department does not reopen previous valuation rolls for amendments or adjustments. If such action is necessary, it must be pursued on a legal basis, and this is NOT a service HouseHoppers offers.
49. HouseHoppers cannot guarantee the successful location of job cards that contain information about meters at the property. While every effort will be made to locate the required job card or explore alternative solutions to resolve the billing issue, no guarantee can be given, as specified in clause 44.
50. There may be delays related to meter installations which are caused by the municipality, including but not limited to errors in the relevant municipal systems or shortages of stock items among other unforeseen circumstances. HouseHoppers endevours to speed the process up as much as possible but we still function within the limitations of the municipality's processes and procedures, and shall not be liable for any delays as a result thereof.
51. It is the client's responsibility to inform HouseHoppers of any installations that have taken place at the property and to try and obtain a copy of the works order/ Job card from the technician that is doing the installation. This information can be obtained from the foreman, who usually makes contact with the owner for the installation.
52. HouseHoppers specializes in managing municipal billing matters. While we assist with meter installations, we are not responsible for any untidy conditions left by technicians at the property, such as disorganized meter boxes with cables or issues related to the pavement, etc.
53. HouseHoppers shall not be held liable if the municipality installs an incorrect water or electricity supply connection at the property, namely either single phase, three phase or prepaid or post paid. While we make every effort to ensure the accuracy of document submissions, there may be instances when technicians install the wrong supply, over which we have limited control, and which we shall not be liable for.
54. When collaborating with Developers, the Developers are considered our clients. HouseHoppers cannot be held responsible for any shortcomings in feedback provided by the Developer to property owners or the quality of such feedback.

TERMS AND CONDITIONS

55. The completion and resolution of a query are valid for 30 days, which corresponds to a billing cycle on the relevant municipality's system. HouseHoppers takes no responsibility for any additional errors on the account, whether directly related to the initial query or not.
56. If any additional errors arise on the account, an Investigation will be necessary to look into the account and the standard fees will apply.
57. Interest reversals can only be processed with the factual information from the council's system. HouseHoppers cannot guarantee reversals of interest on an account related to missed payments, non-payments, or incorrect billing. If interest is not reversed after an account correction, a separate query for interest reversal must be initiated with the legal department of the respective municipality. It's important to note that HouseHoppers is not qualified to handle such legal queries.
58. The client's instructions to HouseHoppers Consulting shall be precise, clear and comprehensive and in particular. Instructions given by the client shall be recognised by HouseHoppers as valid only if timeously given specifically in relation to a particular matter in question. Oral instructions, standing or general instructions or instructions given late, even if received by HouseHopers without comment, shall not in any way be binding upon HouseHoppers, but HouseHoppers may act thereupon in the exercise of its absolute discretion.
59. The client undertakes that no claim shall be made against any directors or employees of HouseHoppers which imposes or attempts to impose upon such person any liability in connection with the rendering of any services, which are the subject of these trading terms and conditions, and hereby waives all and any such claims.
60. Without prejudice to any of HouseHoppers' rights and securities under these trading terms and conditions, the client indemnifies and holds harmless HouseHoppers against all liabilities, damages, costs and expenses whatsoever incurred or suffered arising directly or indirectly from or in connection with the client's express or implied instructions.
61. HouseHoppers shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid –
    - 61.1. Any negligent act or omission or statement by HouseHoppers or its employees, agents or nominees; and/or
    - 61.2. Any act or omission of the client or agent of the client with whom HouseHoppers deals; and/or
    - 61.3. Any loss, damage or expense arising from the services provided by HouseHoppers; and/or
    - 61.4. Any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of HouseHoppers, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or
    - 61.5. Damaged or injury suffered by the client or any person whatsoever arising out of any cause whatsoever as a result of HouseHoppers execution or attempted execution of its obligations to the client and/or the client's requirements or mandate;

    Unless such claim arises from a grossly negligent act or omission on the part of HouseHoppers or its employees.
62. Notwithstanding anything to the contrary contained in these trading terms and conditions,
    HouseHoppers shall not be liable for any indirect and consequential loss arising from any act or omission or statement by HouseHoppers, its agents, employees or nominees, whether negligent or otherwise.
63. These terms contain the whole agreement between HouseHoppers and the client, and no variation of these trading terms and conditions shall be binding on HouseHoppers unless embodied in a written document signed by and duly authorised by Management or authorised person. Any purported variation or alteration of these trading terms and conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral, or takes place before or after receipt of these standard trading terms and conditions by the client.
64. This document is subject to revisions as the business evolves. Please ensure that you have the most recent version available.
65. By accepted the quote provided by HouseHoppers Consulting I agree to the above terms and conditions noted.

HouseHoppers (PTY) LTD | Registration No.: 2023/216048/07 | VAT: 4420304364 | Email: info@househoppers.co.za |
Tel: 086 124 6873 | Website: www.househoppers.co.za

ESKOM ACCOUNT OPENING

Eskom prefer to work with owners directly, should you choose to follow the process of opening your account directly with Eskom, below is the step-by-step breakdown on completing the documents and following the process of opening the Eskom Account.

ESKOM DOCUMENTS

- **Eskom Home Power Supply Agreement –** First Page section 1 and 3 noted customer to be completed, second page heading Customer to be completed and signed. Both pages to be initialled at the bottom of the pages.
- **Eskom Home Power Supply agreement for businesses / Trust** – First paragraph as well as section 2 to be completed, sectioned with heading Customer to be completed and signed. Both pages to be initialled at the bottom of the pages.
- **Eskom Annexure A –** First Page Intended customer to complete and sign in the blank sections on the form. Pages 2 – 8 to be initialled in the specified sections, every page of the annexure from Page 1 – 8 to be initialled.
- **Eskom Annexure B –** Page 1 – 2 to be initialled at the bottom of the pages.

Supporting Documents Required:

- Company or Trust Documents *(if applicable)*
- Copy of ID *(all purchasers who appear on the offer to purchase)*
- Transferring Attorney Letter *(Can be obtained from your transferring attorney- This will show who the seller and purchaser is as well as the transfer date)*
- Electrical Certificate of Compliance *(Can be obtained from your transferring attorney)*
- Previous Owners Eskom Account Number
- Eskom Move out Reference *(Can be obtained from the previous owner)*
- Eskom will require a deposit for the electricity once the account has been opened, this can be paid to them directly via EFT or a direct bank deposit.
- If Business / Trust - Vat registration certificate

- Date stamped Electricity meter photos *(Please use a digital camera that will allow a date stamp and ensure that the reading and serial are clear) NB: Should you not have pictures of your electricity meter from transfer date Eskom will use the last actual reading closest to the transfer date and this cannot be disputed.*

All documents need to be emailed to Eskom Customer Service: Gauteng@eskom.co.za (all regions).

NB:
When taking a picture of your Electricity meter, Eskom advise that it is best to have 3 readings,

1. **Highest KWH reading is the standard reading**
2. **Second highest reading is the off-peak reading**
3. **lowest reading is peak reading**

The readings on the meter will change to show the 3 different readings.
On the smart meters you can push the back space button twice to go back to the first reading which should be the standard reading. Each time it changes it will show the KWH reading, reading date and time of reading.

The off peak and peak reading should add up to the standard normal reading.
For example,
Your Standard reading shows **400 KWH**

Off peak reading shows **201 KWH**
Peak reading shows **199 KWH**

201 KWH + 199 KWH = 400 KWH

Please ensure that your email has the relevant email subject heading as follows:

- For Applications related queries, please use #Application and the Province your request relates to.
- For Accounts related queries, please use #Accounts and the Province your request relates to.
- (Opening of account and closing of Account) For Move In / Move Out related queries, please use #MIMO and the Province your request relates to.
- For Disconnections and Credit Extensions, please use #DCE and the Province your request relates to.

In order for Eskom to effectively assist you, please provide them with your account or meter number, two contact numbers and a description of your request.

Provide them with as much information as possible and they will assist you.
It generally takes them 14 working days to respond however once the email has been sent it is best to go to the customer walk in centre with the documents to ensure your account is opened.

Once transfer goes through and previous owner has done their move out with Eskom, you run a risk of disconnection if your account is not opened.

Currently most of the Eskom walk in centres are closed, its best to contact the Eskom call centre to see which branch is open.

ANNEXURE ‘B’

HOMEPOWER STANDARD SCHEDULE OF STANDARD PRICES FOR NON-LOCAL AUTHORITY SUPPLIES - 1 APRIL 2022 TO 31 MARCH 2023*

1. STANDARD PRICES

The standard prices contained in this schedule to be charged by Eskom for electricity supplied or made available by Eskom to customers, shall, subject to the provisions of the Electricity Regulation Act (Act No 4 of 2006), or its successor-in-title, be as set out hereunder.

*These terms, conditions and prices contained in this schedule are approved by NERSA and are valid until Eskom’s next price increase or tariff changes as approved by NERSA from time to time.

2. DEFINITIONS

For the purpose of this Schedule the following words and phrases shall have the same meanings as assigned to them herein:

Account means the invoice received by a customer for a single POD/point of supply or if consolidated, multiple points of delivery/supply for electricity supplied and/or use of the System.

Active energy charge or energy charge means the charge for each unit of energy consumed, typically charged for as c/kWh.

Ancillary Service charge means the charge that recovers the cost of providing ancillary services by the System Operator.

Maximum demand/exported capacity means the highest average demand measured in kVA or kW at the POD/point of supply during a 30 minute integrating period in a billing month.

Network capacity charge (previously known as the network access charge) means the R/kVA or R/POD fixed network charge raised to recover network costs and depending on the tariff is charged on the annual utilised capacity or maximum export capacity where maximum demand is measured or the NMD where maximum demand is not measured.

Network demand charge means the R/kVA or c/kWh variable network charge raised to recover network costs and depending on the tariff may be charged on the chargeable demand or the active energy.

Non-local authority tariffs means the tariffs applicable to Eskom’s direct customers (i.e. customers within Eskom’s licensed area of supply) and exclude the non-local authority tariffs.

Notified maximum demand (NMD) means the contracted maximum demand, notified in writing by the customer and accepted by Eskom per POD/point of supply. Note: The notification of demand shall be governed by the NMD and MEC rules.

Point of delivery (POD)/point of supply, means either a single point of supply, or a specific group of points of supply on Eskom’s System, from where electricity is supplied to the customer by Eskom, or from where the customer supplies electricity to Eskom’s System located within a single substation, at which electricity is supplied/delivered to the customer at the same declared voltage and tariff. Note: This can be a metering or summation point. Rural_p means areas classified as rural by Eskom for the purposes of tariff design and classification.

Service and administration charge means the monthly charge payable per account/service agreement for service and administration related costs. (Also see service charge and administration charge).

Urban_p areas means areas classified by Eskom as urban for the purposes of tariff design and classification.

3. CHARACTERISTICS OF THE HOMEPOWER STANDARD TARIFF

A suite of electricity tariffs for residential customers based on the size of the supply and also may be applied to supplies such as churches, schools, halls, clinics, old-age homes or similar supplies in Urban_p areas with an NMD of up to 100 kVA, with the following charges:

- Inclining block rate c/kWh energy charges applied to all energy consumed, divided into two consumption blocks; and
- a R/POD/day network capacity charge based on the NMD (size) of the supply; and

The Homepower Standard tariff is made up of a range of tariffs, as follows:

Homepower 1	dual-phase 32 kVA (80 A per phase) three-phase 25 kVA (40 A per phase)
Homepower 2	dual-phase 64 kVA (150 A per phase) three-phase 50 kVA (80 A per phase)
Homepower 3	dual-phase 100 kVA (225 A per phase) three-phase 100 kVA (150 A per phase)
Homepower 4	single-phase 16 kVA (80 A per phase)

4. RATES

Homepower - Non-local Authority

	Energy charge [c/kWh]				Network capacity charge [R/POD/day]	
	Block 1 [>0 - 600 kWh]	VAT incl	Block 2 [>600 kWh]	VAT incl		VAT incl
Homepower 1	**183,56**	*211,09*	**289,85**	*333,33*	**R 7,86**	*R 9,04*
Homepower 2	**183,56**	*211,09*	**282,62**	*325,01*	**R 14,73**	*R 16,94*
Homepower 3	**183,56**	*211,09*	**282,62**	*325,01*	**R 30,42**	*R 34,98*
Homepower 4	**183,56**	*211,09*	**295,19**	*339,47*	**R 4,80**	*R 5,52*

5. CHARGES PAYABLE MONTHLY

All electricity accounts payable by a customer in terms of this Schedule shall be rendered monthly by Eskom and shall be payable monthly in accordance with the provisions of the electricity supply agreement. If, in terms of the electricity supply agreement, meter readings are made at three-monthly intervals, Eskom shall render provisional accounts for the months in which no meter reading is made, based upon the monthly consumption in the previous three-monthly period or upon an estimated amount, and a final account, incorporating an adjustment of the provisional accounts, based upon the actual consumption for the period.

If the commencing date or the termination date of any supply is such that the supply was available for a portion of a month then the monthly charges payable in terms of this Schedule shall be calculated pro rata to the portion of a month of 30 (thirty) days during which the supply was available.

In addition to the charges payable in terms of this Schedule, a connection charge and/or standard charges/fees may be raised for costs not recovered through the tariff charges for the provision of new or additional capacity, or for additional services rendered to the customer.

In addition to the charges payable in terms of this Schedule, a connection charge and/or standard charges/fees may be raised for costs not recovered through the tariff charges for the provision of new or additional capacity, or for additional services rendered to the customer.

6. Value-added tax (VAT)

The standard prices as specified in this Schedule include value-added tax (VAT) at the current prescribed tax rate of 15%. In cases of electricity supplies where the said tax is not applicable or partly or wholly exempt, the customer concerned will be informed in writing of the effective prices payable.

The charges and rates excluding VAT are also shown as these are used in the monthly electricity account to calculate the individual tariff charges before VAT is added on. This is done for the convenience of the customer so as to facilitate the claiming of input tax where applicable and to allow for part exemptions and zero rating.

Eskom	HOMEPOWER	SC1000 Rev 20 April 2020

ELECTRICITY SUPPLY AGREEMENT FOR THE APPLICABLE TARIFF, REFERENCED IN ANNEXURE A

1.

The Parties to this Agreement are ESKOM, herein represented by ……………………………………………… in Bridgette Skele his/her capacity as …………………………………………………. and ………………………………………….,

2. ID CRO number ………………………………………..

Supply details:

(a) Declared voltage ………………………… Volts

(b) NMD ………………………… kVA / Ampere per phase

(c) Connection / Conversion / Transfer Fee R………………………. + VAT @ 15% = R……………………….. (d) Standard Connection Charge R………………………. + VAT @ 15% = R……………………….. (e) Premium Connection Charge R………………………. + VAT @ 15% = R……………………….

(f) Existing Monthly Connection Charge: R………………………. + VAT @ 15% = R………………………..
(where applicable)
Expiry Date …………………………

(g) Minimum liability period 30 days

(h) Electricity Accounts Guarantee Amount R………………………. (For 3 (three) or 2 (two) consecutive months)
(where applicable)

3. (i) Type of supply Single-phase / Three-phase supply

(j) Tariff Homepower …… (1 or 2 or 3 or 4 prepayment)

Addresses:

Description of Premises where supply is required:

………

CUSTOMER's alternative physical address:

………

………

CUSTOMER's postal address: ………………………………………………………………………………………………….

CUSTOMER's e-mail address: …………………………………………………………………………………………………

CUSTOMER's telephone: (Home/Work/Cell)……………………………………… (Fax)………………………………………

ESKOM's postal address: ……………………………………………………………………………………………………

ESKOM's e-mail address: ……………………………………………………………………………………………………

CUSTOMER: ESKOM:
Signed at ……………………………...….… Signed at ………………………………………………………
for and on behalf of the CUSTOMER by the signatory below for and on behalf of ESKOM by the signatory below who who warrants that he/she is duly authorised. warrants that he/she is duly authorised.

Name: ………………………………………………… Name: …………………………………………………….

Title: ……………………………………………………. Title: …………………………………………………….

Date: ………………………………… Date: ……………………..........

Signature: …………………...………………………… Signature: …………………………………………………

As witnesses: As witnesses:

1. ……………………………….. 1. ………………………………..

2. ……………………………….. 2. ………………………………..

FOR OFFICE USE

SECURITY R ……………………. RECEIPT No. ………………………………. DATE ………………….…………….... CONNECTION FEE R ……………………... RECEIPT No. ………………………………. DATE ……………………………..…. UPFRONT CHARGE R ……………………… RECEIPT No. ………………………………. DATE ……………………………….... ACCOUNT No. ……………………………………….. K2 No. …………………………….. POS No. ………………………….…. REMARKS: ……………………………….….. TRANSFORMER No. ……………………… QUOTE No. ……………………..…..

CHECKLIST
1) COPY OF ID DOCUMENT OF SIGNATORY
2) IF SUPPLY IS TO BE IN NAME OF A COMPANY THEN OBTAIN COPIES OF:
   2.1) COMPANY REGISTRATION CERTIFICATE
   2.3) LETTER OF RESOLUTION FROM COMPANY AUTHORISING SIGNATORY TO SIGN
   2.4) VAT REGISTRATION CERTIFICATE

Eskom	HOMEPOWER	SC1000 Rev 20 April 2020

ELECTRICITY SUPPLY AGREEMENT FOR THE APPLICABLE TARIFF, REFERENCED IN ANNEXURE A

The Parties to this Agreement are ESKOM, herein represented by Bridgette Skele) in his/her capacity as Customer Relation Officer and .... *(Insert name of the company)*
(Registration Number:................................ *(Insert company name and registration number)*) a company incorporated in terms of the laws of the Republic of South Africa with its registered office at .... *(Insert registered address of the company)*
(the "CUSTOMER") herein represented by...in his/her/their capacity/capacities as ....

1. Supply details:

(a)	Declared voltage	......230/400............ Volts
(b)	NMD	.... kVA / Ampere per phase
(c)	Connection / Conversion / Transfer Fee	R........................... + VAT @ 15% = R....................
(d)	Standard Connection Charge	R........................... + VAT @ 15% = R............................
(e)	Premium Connection Charge	R........................... + VAT @ 15% = R...........................
(f)	Existing Monthly Connection Charge: (where applicable)	R........................... + VAT @ 15% = R............................
	Expiry Date	....
(g)	Minimum liability period	30 days
(h)	Electricity Security Deposit	R................................
(i)	Type of supply	Single-phase / Three-phase supply
(j)	Tariff	Homepower ......

2. Addresses:

Description of Premises where supply is required:

....

CUSTOMER's alternative physical address:

....

....

CUSTOMER's postal address: ....

CUSTOMER's e-mail address: ....

CUSTOMER's telephone: (Home/Work/Cell).. (Fax)...

ESKOM's postal address: ....

ESKOM's e-mail address: ....

CUSTOMER:	ESKOM:
Signed at .... for and on behalf of the CUSTOMER by the signatory below who warrants that he/she is duly authorised.	Signed at .... for and on behalf of ESKOM by the signatory below who warrants that he/she is duly authorised.
Name:	Name: ....
Title:	Title: ....
Date:	Date: ....

Signature:	Signature: ....
As witnesses:	As witnesses:
1.	1. ....
2.	2. ....

FOR OFFICE USE

SECURITY	R	RECEIPT No.	DATE ....
CONNECTION FEE	R	RECEIPT No.	DATE ....
UPFRONT CHARGE	R	RECEIPT No.	DATE ....
ACCOUNT No.		K2 No.	POS No. ....
REMARKS:		TRANSFORMER No.	QUOTE No. ....

CHECKLIST
1) COPY OF ID DOCUMENT OF SIGNATORY
2) IF SUPPLY IS TO BE IN NAME OF A COMPANY THEN OBTAIN COPIES OF:
   2.1) COMPANY REGISTRATION CERTIFICATE
   2.3) LETTER OF RESOLUTION FROM COMPANY AUTHORISING SIGNATORY TO SIGN
   2.4) VAT REGISTRATION CERTIFICATE

STANDARD CONDITIONS OF SUPPLY FOR SMALL POWER USERS WITH CONVENTIONAL METERING

IMPORTANT NOTICE

DISCLOSURE NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT 68 OF 2008

By signing directly below, the intended customer ____ [Insert the full names of the intended customer], confirms that this notice was provided to it, that it had time to study this notice, the intended electricity supply agreement and its annexures, prior to it signing and agreeing to the terms and annexures of the said electricity supply agreement, and that it understands, generally, the potential effect of all of the provisions of the intended electricity supply agreement, but specifically, the highlighted clauses further explained in the next paragraph.

This notice is to draw the attention of the intended customer to the specific subclauses highlighted in bold font, in the intended electricity supply agreement and its annexures, that may contain a limitation of risk or liability or an indemnification of Eskom Holdings SOC Ltd, or constitute an assumption of risk or liability by the intended customer. The intended customer will also initial at each of the main clauses as proof that the intended customer has been made aware of the specific content of the subclauses. Clauses or subclauses containing obligations of the intended customer are not summarily highlighted but are as important as all the provisions of the intended electricity supply agreement and its annexures.

Signed at ________________________ on ________________________ date

____
Intended customer

PROJECT REFERENCE: ___________________________

ANNEXURE ‘A’
(Effective Date 08 October 2020)

1. INTERPRETATION

1.1 In this Agreement, unless stated otherwise, expressions which indicate:
1.1.1 a gender includes the other gender and neuter;
1.1.2 the singular includes the plural, and vice versa;
1.1.3 any reference to any law, rules, regulations, schedules, standards, licences or codes, shall include any amendments, modifications or extensions and shall mean any replacements or re-enactments thereof in force at the applicable time;
1.1.4 any reference to ‘writing’ or ‘written’ shall include all methods of reproducing words in a legible and non-transitory form;
1.1.5 any reference to ‘persons’ shall include natural or juristic persons, firms, joint ventures, trusts, unincorporated associations and organisations, partnerships and any other entities, irrespective of whether such entity has a separate legal personality;
1.1.6 days shall refer to calendar days unless business days are specified;
1.1.7 reference to a number of days will be calculated with exclusion of the first day and inclusion of the last day;
1.1.8 where figures are referred to in numerals and in words and there is any conflict between them the words shall prevail.
1.2 The rule that a contract should be interpreted against the party responsible for the drafting or preparation thereof or who would benefit from the insertion of a clause, does not apply to this Agreement.

2. DEFINITIONS

2.1 ‘Agreement’ or ‘this Agreement’ means the electricity supply contract between ESKOM and the CUSTOMER, comprising the Electricity Supply Agreement for the applicable Tariff, Annexure “A” (Standard Conditions of Supply), Annexure “B” (Applicable Schedule of Standard Prices), Annexure “C” (Authorisation for Debit Order or Automatic Payment of Electricity Account), Annexure “D” (Form of Electricity Accounts Guarantee).
2.2 ‘Approved Credit Rating for South African Financial Institutions’ means (i) at least one investment grade long-term unsecured local currency debt rating by a rating agency which is at or better than ‘BBB-’ (as determined by Standard and Poor’s Rating Group or Fitch Ratings), ‘Baa3’ (as determined by Moody's Investor Services, Inc.); or (ii) long-term unsecured local currency debt rating not worse than the highest South Africa’s sovereign local currency debt rating; or (iii) South African Long-term National Scale Rating no worse than ‘zaA-’ (as determined by Standard & Poor’s) or ‘A-(zaf)’ (as determined by Fitch Ratings) or ‘A3.za’ (as determined by Moody's Investor Services, Inc.) or (iv) equivalent rating to any of the above ratings (as determined by a rating agency approved by ESKOM).
2.3 ‘Approved Credit Rating for Non-South African Financial Institutions’ means (i) at least one investment grade long-term unsecured foreign currency debt rating by a rating agency which is at or better than ‘BBB-’ (as determined by Standard and Poor’s Rating Group or Fitch Ratings), ‘Baa3’ (as determined by Moody's Investor Services, Inc.); or (ii) long-term unsecured foreign currency debt rating not worse than the highest South Africa’s sovereign foreign currency debt rating; or (iii) equivalent rating to any of the above ratings (as determined by a rating agency approved by ESKOM).
2.4 ‘Affected Party’ has the meaning referred to in sub-clause 2.24 of this Annexure.
2.5 ‘Bill Date’ means the date appearing on the electricity account i.e the day the electricity account is generated on the billing system
2.6 ‘Business Day’ means any day other than Saturday, Sunday or a public holiday in South Africa.
2.7 ‘Cash Deposit’ means a a sum of money paid to ESKOM by the CUSTOMER as security.
2.8 ‘Code(s)’ means the Distribution Code, the South African Grid Code, or any other code, published by NERSA, as applicable to ESKOM.

2.9 ‘Connection Charge’ means the total charge recouped or to be recouped by ESKOM from the CUSTOMER for the cost of connecting to the Eskom system, which shall include (a) a Distribution and/or Transmission Standard Connection Charge if the connection is a Standard Connection and (b) a Distribution and/or Transmission Premium Connection Charge, if the connection is a Premium Connection.
2.10 ‘Contractor’ means any entity appointed as an independent contractor to execute work on the Premises in the exercise of the Rights, as set out herein.
2.11 ‘CUSTOMER’ means the person identified on the first page of the Electricity Supply Agreement.
2.12 ‘Customer Interface Unit (CIU)’ means the device forming part of a Metering Installation that is used to display information pertaining to the CUSTOMER’s electricity usage, meter readings and/or applicable Tariff time periods at any given time of the day.
2.13 ‘Disconnection’ means a termination by ESKOM of the electricity supply to a CUSTOMER in accordance with the provisions of this Agreement,

‘Disconnect’ or ‘Disconnected’ shall have the corresponding meaning.
2.14 ‘Discontinuation’ means a termination by ESKOM of the electricity supply to a CUSTOMER, at the request of the CUSTOMER.
2.15 ‘Distribution Code’ means the set of documents entitled “South African Distribution Code” published by NERSA.
2.16 ‘Distribution Connection Charge’ means the portion of the Connection Charge associated with the Distribution System, which may comprise of the Distribution Standard Connection Charge and the Distribution Premium Connection Charge.
2.17 ‘Distribution Premium Connection Charge’ means the portion of the Connection Charge associated with a premium connection and the Distribution System.
2.18 ‘Distribution Standard Connection Charge’ means the portion of the Connection Charge associated with a standard connection and the Distribution System.
2.19 ‘Distribution System’ means ESKOM’s network infrastructure consisting of assets operated at a nominal voltage of 132 kV or less, not classified as transmission transformation equipment.
2.20 ‘Due Date’ means a period of 29 (twenty-nine) days within which the CUSTOMER must pay an electricity account calculated from the 1st (first) day following the Bill Date.
2.21 ‘Electricity Accounts Guarantee’ means a guarantee and initially for the amount stated therein, which (i) is issued by a financial institution which (a) holds an Approved Credit Rating for South African or Non-South African Financial Institutions and (b) is registered under applicable Law to carry on the business in South Africa and (ii) constitutes an on demand, unconditional and irrevocable commitment by the issuer to pay, substantially in the form set out in Annexure ‘E’ (Form of Electricity Accounts Guarantee).
2.22 ‘Electricity Regulation Act’ means the Electricity Regulation Act 4 of 2006.
2.23 ‘ESKOM’ means Eskom Holdings SOC Ltd, registration number 2002/015527/30, a state-owned company with limited liability incorporated in terms of the laws of the Republic of South Africa, with its registered office at Megawatt Park, Maxwell Drive, Sandton.
2.24 ‘Force Majeure Event’ means any act, event or circumstance or any combination of acts, events or circumstances which:
- 2.24.1 is beyond the reasonable control of a Party affected by it (the ‘Affected Party’);
- 2.24.2 is without fault or negligence on the part of the Affected Party and is not the direct or indirect result of a breach or failure by the Affected Party to perform any of its obligations under this Agreement;
- 2.24.3 was not foreseeable or, if foreseeable, could not have been avoided or overcome by the Affected Party (including by reasonable anticipation) taking reasonable action;
- 2.24.4 prevents, hinders or delays the Affected Party in its performance of all (or part) of its obligations under this Agreement.

Without limiting the generality of the aforegoing, a Force Majeure Event may include any of the following acts, events or circumstances, but only to the extent that it satisfies the requirements set out in subclauses 2.24.1 to 2.24.4 above:
(i) war, hostilities, belligerence, blockade, acts of terrorism, sabotage, civil commotion, riot, revolution or insurrection occurring in South Africa;
(ii)any laws, decrees or regulations of governmental authorities;
(iii) strikes that are widespread, nationwide or political in nature (but excluding strikes, lockouts and other industrial disturbances of the Affected Party’s employees which are not part of a wider industrial dispute materially affecting other employees within South Africa); (iv) drought, fire, earthquake, volcanic eruption, landslide, flood, storm, cyclone, tornado, typhoon or other natural disasters; (v) epidemic or plague;
(vi) fire, explosion, or radioactive or chemical contamination;
(vii) air crash, shipwreck or train crash; and
(viii) any act, event or circumstance of a nature analogous to any of the aforegoing.

A Force Majeure Event does not include shortage of cash, any inability or failure to pay money, any inability to raise finance or any changes in price and market conditions or strikes, lockouts and other industrial disturbances of the Affected Party’s employees which are not part of a wider industrial dispute materially affecting other employees within South Africa.
2.25 ‘Goods’ mean all structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights.
2.26 ‘Interrupt’ or ‘Interruption’ means a temporary interruption of the supply of electricity to the CUSTOMER by ESKOM due to, and for the duration of, emergency or agreed events, and planned or unplanned events.
2.27 ‘Metering Installation’ means a metering system installed by ESKOM and consists of at least a meter, fittings, equipment, wiring and installations used for measuring the flow of electricity and may include a CIU.
2.28 ‘Minimum Liability Period’ means the period as stipulated in this Agreement.
2.29 ‘Monthly Connection Charge’ means that portion of the Connection Charge that is payable monthly whether any electricity is consumed in any month or not. A Monthly Connection Charge may comprise a Standard Connection Charge and/or a Premium Connection Charge.
2.30 ‘NERSA’ means the National Energy Regulator or its successor-in-title, established in terms of the National Energy Regulation Act (No 40 of 2004).
2.31 ‘NMD’ means the definition of NMD in the applicable Schedule of Standard Prices.
2.32 ‘Parties’ means ESKOM or the CUSTOMER and includes their successors-in-title or assigns and delegees.
2.33 ‘Point of Delivery’ has the meaning as ascribed to it in clause 6.
2.34 ‘Premium Connection’ means a connection that are in excess of the specification of a Standard Connection, comprising Premium Equipment.
2.35 ‘Premium Connection Charge’ means that portion of the Transmission or Distribution Connection Charge payable for the costs associated with the Premium Connection.
2.36 ‘Premium Equipment’ means the equipment to be constructed or to be installed if a customer elects a Premium Connection, and is in addition to and/or in place of Standard Equipment.
2.37 'Premises' means the property described in this Agreement and to which a supply of electricity is required by the CUSTOMER.
2.38 ‘Quote’ means the quote with its appendices or annexures, issued by ESKOM and accepted by the CUSTOMER in accordance with its terms.
2.39 ‘Reasonable and Prudent Person’ means a person acting in good faith in the performance of its contractual obligations and in the general conduct of its business, exercising that degree of skill, diligence, prudence, responsibility and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with all legal requirements, engaged in the same or a similar type of business, in the same or similar circumstances and conditions.
2.40 ‘Security’ means a Cash Deposit or Electricity Accounts Guarantee for an amount equal to the Security Amount.
2.41 ‘Security Amount’ means a) initially an amount as set out in this Agreement and b) thereafter an amount as varied by ESKOM on written notice to the CUSTOMER in accordance with subclause Error! Reference source not found. of this Agreement.
2.42 ‘Schedule of Standard Prices for the Tariff’ means ESKOM’s published Tariff charges and the NMD Rules referenced therein, whether approved by ESKOM or NERSA, Annexure B of this Agreement.
2.43 ‘South African Grid Code’ means the set of documents entitled “South African Grid Code” published by NERSA, as amended, modified, extended, replaced or re-enacted from time to time.
2.44 ‘Standard Connection’ means a connection that meets the specifications of the Distribution Code and applicable standards for a minimum technically acceptable solution.
2.45 ‘Standard Connection Charge’ means that portion of the Distribution Connection Charge that is payable for the costs associated with a Standard Connection.
2.46 ‘Supply Size’ means the NMD, or maximum capacity that ESKOM will supply.
2.47 ‘Tariff’ means the tariff as stipulated in this Agreement.

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3. GENERAL AGREEMENT

3.1 ESKOM agrees to supply to the CUSTOMER and the CUSTOMER agrees to take from ESKOM all the electricity required by the CUSTOMER for the Premises on the terms and conditions set out in this Agreement, subject to the provisions of the Codes, the Electricity Regulation Act, rules issued by NERSA in terms thereof, and regulations, the Schedule of Standard Prices, the NMD Rules and ESKOM's licences issued by NERSA, and any other applicable law.
3.2 The CUSTOMER agrees that ESKOM may install or provide the CUSTOMER with a CIU, which the CUSTOMER will use as intended in the user instructions.
3.3 Should the CUSTOMER have multiple electricity supply contracts with ESKOM, ESKOM shall have a right to transfer a debt arising from any of the CUSTOMER's terminated electricity supply contracts to any of the same CUSTOMER's existing electricity supply contract(s).
3.4 Notwithstanding the provisions of subclause 3.3 above, ESKOM shall not provide a supply of electricity to the CUSTOMER at any new Point of Delivery or increase the Supply Size at the CUSTOMER's existing Point of Delivery while the CUSTOMER is indebted to ESKOM in terms of any existing electricity supply contract.
3.5 Where the CUSTOMER is a trust, the trustee(s) who signs this Agreement binds himself/herself as surety, guarantor and co-principal debtor, jointly and severally with the CUSTOMER and with any other sureties, to ESKOM, its order or assigns for the performance by the CUSTOMER of all obligations, future and past, to ESKOM under and arising from this Agreement and renounce the legal benefits that require ESKOM to institute action against the CUSTOMER prior to instituting action against the trustee(s).
3.6 Where the CUSTOMER is a partnership, the partners shall be jointly and severally liable for the obligations of the partnership set forth in this Agreement.

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4. FORM OF ELECTRICITY SUPPLIED

4.1 ESKOM will use its reasonable endeavours to furnish the CUSTOMER with a reliable supply of electricity and maintain the quality of supply at the Point(s) of Supply in compliance with the requirements prescribed in NRS 048-2. The requirements of NRS 048-2 defines the voltage quality that shall be supplied under normal circumstances (as defined in NRS 048-2). In accordance with NRS 048 it is incumbent on the CUSTOMER to design and operate its equipment so that its equipment will function normally within these requirements.
4.2 However, it is not practicable for ESKOM to guarantee that the requirements of NRS 048-2 will under all contingencies be adhered to. It is therefore incumbent on the CUSTOMER to take adequate measures to protect its business and electrical installation against any losses and/or damage arising from frequency deviations, supply interruptions, voltage variations (including voltage dips), voltage harmonics, interharmonics, voltage flicker, voltage unbalance, voltage swells and transients, undervoltages and overvoltages in the supply to its electrical installation.
4.3 ESKOM shall use its reasonable endeavours to minimise the number of Interruptions that occur on its system. It is incumbent on the CUSTOMER to take reasonable measures to protect its electrical installation against losses and/or damage.

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5. USE OF ELECTRICITY

5.1 The CUSTOMER shall only use electricity on the Premises up to the Supply Size as specified in this Agreement.
5.2 The CUSTOMER shall not use the electricity supplied other than at the Premises and shall not supply such electricity to any third party.
5.3 The CUSTOMER shall so use the supply as not to interfere with an efficient and economical supply to other customers of ESKOM, and shall at all times ensure that any effects on the supply voltage caused by the CUSTOMER's load shall not exceed the limits specified in Table 1, unless otherwise agreed to in writing between the Parties.

Table 1:

Unbalance	0,3% (3-phase supplies)
Flicker (Pst)	0,36
Harmonics (THD)	1%
Rapid voltage changes: r = no. of changes per hour r<1 1 < r ≤ 10 10 < r ≤ 100 100 < r ≤ 1000	Magnitude (%) 4 3 2 1,25

6. POINT(S) OF DELIVERY

6.1 The Point(s) of Delivery for the supply of electricity to the Premises shall be decided by ESKOM and shall be:
6.1.1 where ESKOM makes use of a distribution kiosk on a pavement for installation of the meter, at the point on the boundary of the Premises where ESKOM's service cable is joined to that of the CUSTOMER's equipment; or
6.1.2 where an overhead connection exists, at the terminals of ESKOM's service conductor connected to the insulators or other equipment installed by the CUSTOMER on the Premises, in a position approved by ESKOM; and
6.1.3 in all other cases, at the terminals of ESKOM's equipment where ESKOM's meter and circuit breaker are installed. The meter shall then be located as ESKOM may decide, which may be a point on the Premises.

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7. EQUIPMENT PROVIDED BY ESKOM

7.1 ESKOM shall provide the equipment required for the supply of electricity to the CUSTOMER at the Point of Delivery, together with the necessary connection from ESKOM's electricity system, all of which shall remain ESKOM's property irrespective of where in the electrical circuit the Metering Installation is installed.
7.2 Should the Point of Delivery be located within the Premises, ESKOM shall provide a service connection to the Point of Delivery on and/or across the Premises along a route to be agreed between ESKOM and the CUSTOMER.
7.3 Where ESKOM installed or provided the CUSTOMER with a CIU, such unit shall remain the property of ESKOM. The CUSTOMER shall be responsible for the safe accommodation of the CIU and shall report all faults relating thereto to ESKOM.
7.4 The CUSTOMER shall be liable for the loss of or any damage to the CIU not attributable to normal wear and tear.
7.5 The CUSTOMER may not tamper with the equipment provided by ESKOM, irrespective of whether ESKOM remains the owner thereof or not.

7.6 The CUSTOMER notes and agrees that ESKOM cannot install protective equipment on its own system which will ensure in all cases that motors and/or other equipment on the CUSTOMER's side will be protected in the event of frequency deviations, voltage variations, voltage harmonics, voltage flicker, voltage unbalance, voltage dips, voltage surges, voltage transients, undervoltages and overvoltages or an Interrruption or a Disconnection of the supply of electricity. The CUSTOMER shall take adequate measures to protect its motors and/or equipment against damage that may arise in such cases.

8. EQUIPMENT PROVIDED BY THE CUSTOMER

8.1 The CUSTOMER shall at its expense supply, erect, connect, operate and maintain any equipment required to connect its electrical installation at the Point of Delivery, provided that this equipment shall be approved by ESKOM before it is connected to the Point of Delivery.
8.2 The equipment of the CUSTOMER and the wiring of the Premises, shall be sound and fit for purpose design and construction, properly installed and maintained by the CUSTOMER, and shall in all respects comply with any applicable law.
8.3 ESKOM has the right to inspect a copy of the CUSTOMER's certificate of compliance.
8.4 The CUSTOMER must ascertain from ESKOM the type of protection to be provided on the supply.

9. ACCESS TO PREMISES

9.1 If requested by ESKOM, the CUSTOMER shall provide to ESKOM, at the CUSTOMER's expense, suitable and secured accommodation for the equipment installed by ESKOM.
9.2 ESKOM's authorised representatives shall have at all reasonable times, save in the case of an emergency, when more immediate access may be required, unfettered access to the Premises for any purpose required in terms of this Agreement.

10. METER-READINGS AND RENDERING OF ACCOUNTS

10.1 ESKOM shall operate and maintain the Metering Installation to be used for measuring the electricity supplied by ESKOM to the CUSTOMER. The Metering Installation shall comply with the requirements of the accuracy class as specified in NRS 057.
10.2 The meter(s) shall be read at such intervals as ESKOM may decide and accounts shall be rendered on the basis of such meter-reading, provided that in the event of the period between successive meter-readings being longer than 30 (thirty) days, an estimated account shall be rendered to the CUSTOMER. An adjustment of the account shall be rendered after the meters are next read based on the actual consumption of electricity as measured.
10.3 In cases where meters are manually read, the CUSTOMER can inform ESKOM timeously of the actual meter-readings on which to base ESKOM's account.
10.4 ESKOM will take reasonable efforts to ensure that the account is then issued on the basis of these meter-readings but retains the discretion whether to do so or not, and in any event any subsequent meter-reading by ESKOM subsequent to such an account, will prevail as proof of consumption.
10.5 In cases where meter-reading are automated, the account will generally be based on actual meter-readings. Where actual meter-readings are not available for any reason, an estimated meter-reading will be used to generate an account.
10.6 An account is payable on the Due Date and the CUSTOMER must enquire if it has not received an account, and also irrespective of whether the consumption was based on actual meter-readings or estimations.
10.7 The records of the meter-readings shall at all reasonable times be open for inspection by the CUSTOMER or its authorised representative.

11. TESTING OF METERING INSTALLATION

11.1 ESKOM may test the Metering Installation at any time. If the CUSTOMER requests ESKOM in writing to test the Metering Installation, and after payment of a meter test fee, ESKOM shall test the Metering Installation.
11.2 If the test shows an inaccuracy to be in excess of the percentage accuracy as specified in NRS 057, the same shall, in the absence of evidence to the contrary, be deemed to have existed since the date the error or fault can be reasonably shown to have occurred, and (i) where applicable the test fee shall be refunded to the CUSTOMER, (ii) the Metering Installation or any part thereof shall be repaired or replaced as necessary, (iii) the electricity consumption of the CUSTOMER shall be estimated in accordance with NRS 047 and (iv) the account shall be adjusted in accordance with subclauses 15.5 below, in the first account rendered after the inaccuracy has been ascertained.
11.3 ESKOM shall notify the CUSTOMER of the estimated electricity consumption, which notification will be binding on the CUSTOMER save in the case of a manifest error.
11.4 If the test shows an inaccuracy to be less than the percentage accuracy specified in NRS 057, the account(s) shall stand as rendered and where applicable the meter test fees paid by the CUSTOMER shall be forfeited and any additional, actual costs that ESKOM incurred in testing the Metering Installation shall be charged to the CUSTOMER's account.

12. RIGHT(S)-OF-WAY

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12.1 THE RIGHTS

12.1.1 The CUSTOMER grants, generally, an irrevocable right (the "Rights"), in perpetuity and free of charge, to ESKOM and over the Premises, for the distribution and transmission of electricity and related purposes, substantially along a route to be agreed between the Parties, and comprising an area on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), per Table 2, and the Rights include those set out herein.

Table 2:

Voltage	Area on either side of the centre line of the Goods
1. All voltages below 22kV	9 metres
2. 22kV	9 metres
3. 33kV	11 metres
4. 44kV	11metres
5. 66KV	11 metres
6. 88kV	11 metres
7. 132kV and Delta construction 275kV	20 metres

12.1.2 The Rights, specifically, include the rights to:
12.1.2.1 convey electricity and telecommunication across the Premises;

12.1.2.2 erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (the "Goods") and the CUSTOMER agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods;

12.1.2.3 enter and be upon the Premises, subject to the CUSTOMER's health and safety policies and procedures, at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent premises in the exercise of rights similar to the Rights;

12.1.2.4 have these Goods remain on the Premises for so long as either ESKOM or the CUSTOMER requires them to;

12.1.2.5 extend the Goods to other customers, suppliers or contracting parties of ESKOM, over the Premises;

12.1.2.6 use existing roads and gates giving access to and running across the Premises and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Premises and the Goods or in order to gain access to any adjacent premises in the exercise of rights similar to the Rights;

12.1.2.7 remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in subclause 12.2.2 hereof; and

12.1.2.8 every ancillary right necessary or convenient for the proper exercise of the Rights granted to ESKOM.

12.1.3 The Rights shall apply to all electricity infrastructure on the Premises and the area which such infrastructure covers shall be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the CUSTOMER herewith grants permission for all electricity infrastructure on the Premises to remain on the Premises.

12.1.4 Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area, required by the CUSTOMER or the registered owner of the Premises, are for the CUSTOMER's account and must be paid for by the CUSTOMER in advance. ESKOM shall effect such changes or removals after receipt of such payment, if such changes or removal are technically possible.

12.1.5 The Contractor may exercise any of the Rights.

12.1.6 ESKOM may:

12.1.6.1 let any portion of the Goods to any third party on such conditions as ESKOM may deem fit;

12.1.6.2 cede all or any of the Rights to any third party.

12.2 THE OBLIGATIONS

12.2.1 ESKOM must:

12.2.1.1 ensure that any of ESKOM's gates that it had used is closed after use;

12.2.1.2 pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by ESKOM, its employees or agents in pursuit of the Rights, save where ESKOM is acting in accordance with subclause 12.1.2.7; and subject to the provisions of clause 21.

12.2.1.3 where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this subclause 12.2.1.

12.2.2 The CUSTOMER must ensure that no:

12.2.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within the metres per Table 2 above, from any structure-supporting mechanism (the "Restricted Area");

12.2.2.2 tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless that it is outside of the Wayleave or Restricted Area;

12.2.2.3 material which may in the opinion of ESKOM endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.

12.2.3 The CUSTOMER must bring the existence of these Rights to the attention of any purchaser or other transferee of the Premises (or of any portion of the Premises) before the Premises (or any portion thereof) is sold and/or transferred to such purchaser or transferee, or, where the CUSTOMER grants any further rights in or to the Premises to any other third party, to such third party.

12.2.4 The CUSTOMER must inform ESKOM in writing if it is going to sell the Premises or knows that the Premises will be sold.

12.2.5 If the CUSTOMER is not the registered owner of the property, per the Deeds' Office records, it must, in favour of ESKOM, obtain the permission of the registered owner of the Premises to grant to ESKOM the Rights.

12.2.6 The CUSTOMER's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from ESKOM concerning the protection of electricity infrastructure.

13. COMMENCEMENT OF SUPPLY

The supply of electricity shall be made available by ESKOM, subject to the CUSTOMER complying with ESKOM's conditions for providing supply, on a date to be advised to the CUSTOMER by ESKOM, or as soon thereafter as practicable.

14. TARIFF AND OTHER CHARGES OR FEES

14.1 Prices to be charged:

14.1.1 The prices payable by the CUSTOMER for consumption and the supply of electricity shall be the prices set out in the Tariff as specified in the applicable Schedule of Standard Prices.

14.1.2 Should the CUSTOMER be on a Tariff with no fixed charge, and no electricity is consumed in any period of 6 (six) consecutive months, ESKOM may terminate this Agreement on notice and remove all of its equipment.

14.1.3 The CUSTOMER may elect to be charged a different tariff as specified in the Schedule of Standard Prices, subject however to –

14.1.3.1 a new electricity supply agreement being concluded;

14.1.3.2 a change in tariff being restricted to 1 (one) change for each Point of Delivery in a period of 12 (twelve) calendar months.

14.1.3.3 the CUSTOMER meeting the qualification criteria for such elected tariff.

14.2 Connection Charges:

14.2.1.1 In addition to the Tariff and standard charges or fees to be paid, the CUSTOMER must pay, if applicable the Standard and Premium Connection Charge and/or the Monthly Connection Charge until its expiry date as set out in this Agreement and if the Agreement is terminated.

14.3 Other charges

14.3.1 In addition to the Tariff charges and the Connection Charge, ESKOM may require the CUSTOMER to pay additional charges for direct services rendered to the CUSTOMER (i) either at the request of the CUSTOMER or (ii) caused by the CUSTOMER's failure to fulfil its obligations in terms of this Agreement.

15. PAYMENT OF ELECTRICITY ACCOUNTS

15.1 Accounts for all charges payable by the CUSTOMER shall be sent to the CUSTOMER as soon as possible after the end of each month. The account is due and payable from the 1st (first) day following the Bill Date until and up to the Due Date. .

15.2 Should the CUSTOMER authorise payment of its accounts by debit order as set out in Annexure 'C' (Authorisation for Debit Order or Automatic Payment of Electricity Account), ESKOM shall debit the CUSTOMER's bank account with the total amount payable on the Due Date.
15.3 Should payment not be received by the Due Date, ESKOM may Disconnect the supply in accordance with subclause 18.3. ESKOM shall charge interest compounded monthly from the 1st day following the Bill Date to the date of payment, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
15.4 Should the CUSTOMER dispute an account, it shall, before the next account is issued, give ESKOM written notice of the dispute. However, the CUSTOMER shall not be entitled to reduce or set off its debt or defer payment thereof beyond the period of grace allowed for in subclause 15.3, in any event. Only if a manifest error is evident, shall the CUSTOMER be entitled to pay in lieu of the amount due an amount equal to the average of the accounts rendered for the preceding 3 (three) consecutive months.
15.5 Should the CUSTOMER be incorrectly charged for any amount(s) payable in terms of this Agreement, ESKOM shall inform the CUSTOMER of the correct amount(s) payable and the reasons therefor.
15.5.1 In the case of the CUSTOMER having been overcharged and having paid such overcharged amount, ESKOM shall as soon as practicable credit the CUSTOMER's account with the total amount overcharged with interest compounded monthly in arrears from the date the CUSTOMER has paid the overcharged amount up to the date ESKOM has credited the CUSTOMER's account , at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited minus 4% (four percent).
15.5.2 In the case of the CUSTOMER being undercharged, ESKOM shall debit the CUSTOMER's account with the total amount undercharged and such amount shall be payable by the CUSTOMER. If the CUSTOMER cannot pay the full amount then due, it must enter into a separate payment deferral arrangement, and the repayment term may not extend beyond 6 (six) months, or the period for which the CUSTOMER was undercharged, whichever is the least number of months. The amount outstanding shall bear interest, if it is not paid with the next account, compounded monthly, from the date the CUSTOMER's account was debited in terms of this Agreement to date of payment, at a rate per annum equal to the prevailing prime interst rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
15.5.3 In the case of the CUSTOMER being undercharged,as a result of tampering by the CUSTOMER, the total amount undercharged calculated from the date of tampering shall be payable by the CUSTOMER and shall bear interest, compounded monthly, from the date the CUSTOMER's account was debited in terms of this Agreement to date of payment, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
15.6 A certificate under the signature of a duly authorised employee of ESKOM setting out the amount due and payable by the CUSTOMER at any time in terms of this Agreement, shall be prima facie proof, of the amount due by the CUSTOMER.

16. SECURITY – ELECTRICITY ACCOUNTS

16.1 The CUSTOMER shall, on signing this Agreement and prior to supply being made available, furnish ESKOM with Security for due payment of accounts for an amount calculated by ESKOM to be sufficient to cover the highest estimated charges payable by the CUSTOMER in 3 (three) consecutive months or 2 (two) consecutive months, where the CUSTOMER authorised payment of its accounts by debit orders, anticipated consumption during the highest annual consumption period.
16.2 ESKOM shall have the right to call upon the CUSTOMER at any time to vary the Security, so that the Security Amount shall always be sufficient to cover the estimated amount payable by the CUSTOMER for electricity during any period of 3 (three) consecutive months during the highest annual consumption period, to be provided by the CUSTOMER within 30 (thirty) days of being called upon to do so.
16.3 ESKOM shall have the right at any time to allocate the whole or any portion of the Security towards the payment of any amounts payable by the CUSTOMER for electricity supplied and which are in arrears. If ESKOM so applies the proceeds of the Security, the CUSTOMER must ensure that the Security is immediately reinstated to the required amount.
16.4 If and whenever the Security provided by the CUSTOMER in accordance with this clause ceases (for any reason whatsoever) to be in full force and effect or otherwise to comply with this clause, the CUSTOMER shall promptly upon the occurrence of such event provide ESKOM with new Security which meets the requirements of this clause.
16.5 Should the CUSTOMER fail to comply with the provisions of subclauses 16.1, 16.3, and 16.4 above, ESKOM shall be entitled to Disconnect the supply in accordance with subclause 18.3.
16.6 The balance of the Security shall be returned to the CUSTOMER upon termination of this Agreement and final settlement of any amounts owing to ESKOM.
16.7 The Cash Deposit shall bear interest, capitalised annually, at the prevailing rate as determined by ESKOM from time to time.

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17. EMERGENCY CONDITIONS AND CONSTRAINTS

17.1 ESKOM may Interrupt the supply of electricity to the CUSTOMER or require the CUSTOMER to reduce its demand for the supply of electricity, if ESKOM has a shortage of generation and/or transmission and/or distribution capacity.
17.2 In addition, the CUSTOMER is requested to use energy efficient technologies and equipment in accordance with best international practice on specific applications e.g. lighting, heating/cooling, induction loads, by way of example.

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18. DISCONNECTION, AND TERMINATION OF THIS AGREEMENT

18.1 ESKOM may Disconnect the electricity supply to the CUSTOMER immediately if:
18.1.1 the CUSTOMER is causing or can reasonably be expected to cause ESKOM to be in immediate breach of any applicable law, rules, regulations, schedules, licences, codes, or any approvals, where such breach requires Disconnection;
18.1.2 the CUSTOMER is causing or can reasonably be expected to cause personal injury to ESKOM's agents, directors or employees, the CUSTOMER, its agents, directors or employees or any third party;
18.1.3 the CUSTOMER is causing or can reasonably be expected to cause immediate material damage to the assets of ESKOM or other customers connected to the ESKOM network;
18.1.4 the supply of electricity to the CUSTOMER is used anywhere other than at the Premises;
18.1.5 the CUSTOMER supplies electricity to a third party;
18.1.6 the CUSTOMER tampers with or permits tampering with the Metering Installation or any other ESKOM equipment; or
18.1.7 the CUSTOMER allows the electricity supply to bypass the Metering Installation.
18.2 Should the electricity supply be Disconnected as provided for in subclause 18.1, ESKOM shall notify the CUSTOMER in writing of the Disconnection, the reasons therefor and reconnection requirements.
18.3 ESKOM may Disconnect the supply after having given the CUSTOMER 14 (fourteen) days' notice to rectify a breach, if the CUSTOMER breaches this Agreement other than as set out in subclause 18.1, or if the CUSTOMER breaches the terms of any repayment agreement, as amended or re-negotiated from time to time.
18.4 If ESKOM Disconnects the CUSTOMER as intended in subclauses 18.1 and 18.3, ESKOM may, in addition, on written notice, terminate this Agreement with the CUSTOMER, and remove its equipment from the Premises. For the purposes of this clause, sections 12 and 13 of the Electronic Communication and Transaction Act 25 of 2002, do not apply save that the intended notice may be scanned after manual signature and then sent electronically.
18.5 Before the supply of electricity which has been Disconnected, and if this Agreement has not been terminated as intended in subclause 18.4, is reconnected, the CUSTOMER shall pay all arrears due to ESKOM, including loss of revenue, costs of repairing or replacing any damaged equipment or Metering Installation and any applicable charges associated with the Disconnection.

18.6 The Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought by one Party against the other, under or in connection with this Agreement.

18.7 Should either Party commit any breach of this Agreement and a Party resorts to litigation, the losing Party may be awarded attorney and client costs incurred by the other Party as a result of such litigation.

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19. PERIOD OF AGREEMENT

19.1 This Agreement shall come into effect on the date of signing hereof and shall remain in force subject to clauses 18 and 23 or 1 (one) months written notice of termination by either Party, provided that:

19.1.1 should this Agreement be terminated prior to the expiry of any period for which any Monthly Connection Charges are due and prior to the expiry of the Minimum Liability Period, then the CUSTOMER shall pay the balance of the outstanding Monthly Connection Charge for the remaining Minimum Liability Period;

19.1.2 should this Agreement be terminated prior to the expiry of any period for which any Monthly Connection Charges are due and after the expiry of the Minimum Liability Period, then the CUSTOMER shall pay the Monthly Connection Charge for the period of 1 (one) months notice of termination; and

19.1.3 should this Agreement be terminated prior to the expiry of the Minimum Liability Period, the CUSTOMER shall pay the network capacity charge of the Tariff for the remaining Minimum Liability Period

within 30 (thirty) days of being advised in writing by ESKOM of the amount/s due in respect thereof.

20. DISPUTES AND DISPUTE RESOLUTION

20.1 This clause does not apply to disputes arising out of clause 12.

20.2 The Parties shall endeavour to resolve by informal negotiation any dispute between them in connection with or arising from the construction, interpretation, performance or non-performance or termination of this Agreement and any related or subsequent agreement or amendments thereto.

20.3 However,if agreement cannot be reached and the value of the claim exceeds the monetary jurisdiction limit of the Magistrates' Courts at the time that the dispute arises, such dispute shall be finally resolved in terms of the rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator formally appointed by the said foundation. Should arbitration be required in terms of this subclause 20.3, either Party may still approach a court for interim relief.

20.4 Where subclause 20.3 applies:

20.4.1 Either Party can refer the dispute to AFSA for the appointment of an arbitrator, and if the Parties cannot agree on one within 30 (thirty) days of any Party making suggestions to the other Party for the said appointment;

20.4.2 The language of the arbitration shall be English and such arbitration shall be held in Johannesburg, unless the Parties agree otherwise.

20.4.3 The costs and expenses of the arbitrator shall be paid by such Party or Parties and in such proportions as the arbitrator determines to be appropriate and each Party shall bear its own costs and expenses incurred in any such proceedings.

20.5 While the resolution of any dispute is still pending, the Parties shall continue to perform their respective obligations under this Agreement until such dispute has been finally resolved by arbitration.

20.6 This clause is severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated, lapses or is declared invalid for any reason.

Initial: __________

21. DAMAGES

21.1 ESKOM shall not be liable to the CUSTOMER for any damages incurred by the CUSTOMER as a result of any action or omission related to the design, construction, operation or maintenance of ESKOM's power system unless such loss or damage is due to the negligence of ESKOM.

21.2 ESKOM shall not be liable for damages caused to the CUSTOMER by an Interruption, Disconnection or Discontinuation,or any variation of voltage or frequency, unless such is due to the negligence of ESKOM but it is agreed between the Parties that an Interruption to ESKOM's customers generally due to any constraint on ESKOM's system, and in terms of clause 17, is not due to Eskom's negligence.

21.3 Neither Party is liable to the other for consequential damages, which includes, but is not be limited to, loss of production and loss of profit.

21.4 The maximum liability of ESKOM to the CUSTOMER in respect of any single event shall not exceed 1/12 (one twelfth) of the amount paid by the CUSTOMER during the preceding 12 (twelve) months, and the maximum aggregate liability of ESKOM to the CUSTOMER in respect of any events occurring in any preceding 12 (twelve) months shall not exceed the amount paid by the CUSTOMER during the preceding 12 (twelve) months.

21.5 The Parties' liability to each other in respect of any claim that arises pursuant to this Agreement, whether under delict or contract shall be as detailed in this Agreement, and no Party shall have any additional liability to the other Party in respect of such claim.

21.6 Notwithstanding any provision of this Agreement, the CUSTOMER shall fully indemnify ESKOM against any claim or action instituted by a third party due to the failure of the electricity supply to the CUSTOMER, whether emanating from contract, delict or any area of law, unless ESKOM has been proved negligent, subject to the provisions of subclause 21.2.

22. CESSION AND DELEGATION OF RIGHTS AND OBLIGATIONS

22.1 Neither Party hereto may cede and/or delegate any of its rights and/or obligations under this Agreement to any person without the written consent of the other, subject thereto that ESKOM may on written notice to the CUSTOMER cede and/or delegate its rights and/or obligations under this Agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the electricity supply and distribution industry.

23. FORCE MAJEURE

23.1 If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Agreement due to a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable but no later than 48 (forty-eight hours) of it becoming aware of the Force Majeure Event, notify the other Party in writing (a 'Force Majeure Notice') setting out:

23.1.1 full particulars of the Force Majeure Event;

23.1.2 the impact of the Force Majeure Event on the Affected Party's obligations under this Agreement;

23.1.3 the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such Force Majeure Event; and

23.1.4 the steps which it is taking or intends to take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance.

23.2 The Affected Party shall prove both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.

23.3 If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the date falling 60 (sixty) days after the receipt by the non-Affected Party of the Force Majeure Notice, either Party shall be entitled to refer the matter to arbitration in accordance with clause 20 of this Agreement.

23.4 If it is agreed or determined that a Force Majeure Event has occurred, the Affected Party shall, provided that it has complied with the requirements of this clause 23, not be liable for any failure to perform an obligation under this Agreement to the extent that:

23.4.1 such performance is prevented, hindered or delayed by a Force Majeure Event; and

23.4.2 such failure could not have been mitigated by the Affected Party (acting as a Reasonable and Prudent Person).

23.5 The Affected Party shall use all reasonable efforts to mitigate, rectify and overcome the effects of any Force Majeure Event(s) and to minimise the effect on the other Party and shall give the other Party (i) regular reports on the progress of the mitigation measures and (ii) prompt notice on the cessation of the Force Majeure Event(s).

23.6 If the Force Majeure Event subsists for more than 90 (ninety) consecutive days, the non-Affected Party shall have the right to terminate this Agreement after having given the other Party 14 (fourteen) days written notice without prejudice to any claim either Party may have in terms of this Agreement.

24. NOTICES

24.1 Any notice, including electricity accounts, to the CUSTOMER required or necessitated by this Agreement shall at ESKOM's option be served at the Premises, or at the alternative physical address of the CUSTOMER, or at the CUSTOMER's postal address, e-mail address or fax number set out in this Agreement or communicated to ESKOM by the CUSTOMER.

24.2 Posted notices, including electricity accounts, shall be deemed to have been received by the addressee on the 7th (seventh) day after the date of the notice, hand-delivered notices on the date of delivery, facsimile or e-mailed notices or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission.

24.3 The CUSTOMER may be cited in legal proceedings at the Premises or the alternative physical address furnished by the CUSTOMER.

24.4 ESKOM may be cited in legal proceedings at Megawatt Park, Maxwell Drive, Sunninghill Ext. 3, Sandton.

25. GENERAL

25.1 This Agreement constitutes the sole and entire agreement between the Parties and supersedes all previous negotiations, arrangements or agreements in respect of the subject-matter of this Agreement, other than the Quote, separate agreements or documents relating to rights-ofway and/or servitudes, or repayment of past debt.

25.2 No variation, modification, waiver, failure, delay, relaxation or indulgence of any provision of this Agreement, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by both Parties.

CLIENT SERVICE MANDATE

At HouseHoppers, we are committed to delivering exceptional service to our clients. Our mandate is founded on the following principles:

CLEAR AND OPEN COMMUNICATION:

We maintain transparent and open lines of communication throughout our dealings. Regular updates or as needed and promise that we provide clear and informative updates, every step of the process.

SIMPLIFIED PROCESSES:

Our goal is to streamline complex procedures in dealing with municipalities. By implementing proven strategies and leveraging our expertise, we aim to simplify processes and deliver results

EXCEPTIONAL SERVICE:

We go beyond expectation to provide exceptional service. Our Friendly staff provide guidance and ensure that a difficult process becomes as easy and efficient as possible, prioritizing your satisfaction as our foremost goal. Our dedication aims to provide you with the best possible service by adopting unique solutions to unconventional problems

ETHICAL PRACTICES:

We adhere to the ethical guidelines and procedures set out by the municipalities and governing bodies. Our practices are grounded in integrity, transparency, and a strong commitment to doing what is right for our clients and the community.

ACCOUNTABILITY:

In the rare event of challenges arising, we promise swift and effective problem resolution. Our proactive approach ensures that issues are addressed promptly, allowing us to maintain a positive and productive work ethic

This mandate serves as our pledge to you, outlining the core values and commitments that define our client service.

We look forward to the opportunity to exceed your expectations and contribute to the success of your endeavours.

T&C’s apply

HOUSEHOPPERS
MOVES • UTILITIES • PACKAGING