

**ZWARTKOP HOME OWNERS ASSOCIATION NPC Reg. no 2004/002619/08**  
**PO Box 14636, Lyttleton, 0140**  
**Telephone: 012 654 7062**



**Application for Supply of Water & Electricity Services**

**Please Note:** Proof of identification / power of attorney must accompany this application Both the Owner and Tenant are required to complete and sign the application.

**CONSUMER INFORMATION**

Name: \_\_\_\_\_

ID No: \_\_\_\_\_ VAT No (if applicable): \_\_\_\_\_

Address for notices and legal documents to be delivered: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postal Code \_\_\_\_\_

Tel No (W) \_\_\_\_\_ Mobile \_\_\_\_\_ E-mail address: \_\_\_\_\_

Next of Kin (Name): \_\_\_\_\_ Tel Nr: \_\_\_\_\_

Electricity / Water to be supplied to the following address (the premises):  
\_\_\_\_\_

Date for electricity and water services to be supplied: \_\_\_\_\_

**AGREEMENT FOR THE SUPPLY OF ELECTRICITY / WATER TO PREMISES**

***Entered into by and between ZHOA (herein after called the service provider) and the applicant whose particulars appear here above, (herein after referred to as the consumer), the parties hereby agree as follows:***

- The consumer accepts the standard terms and conditions of the service provider for the supply of electricity / water to the premises. By signing this agreement, the consumer and owner acknowledges receipt of a copy of those terms and conditions without any alteration to any clause contained therein. (See Clause 13).
- The consumer agrees that in the event of a service provider instituting legal or debt collection proceedings as a result of the failure of the consumer to honor any condition of the agreement, or as a result of the consumer's failure to pay any amount by the specified due date, the consumer will be liable for legal charges on the scale as between attorneys and client and/or debt collectors commission charges, together with interest on any outstanding balance calculated at 12%per annum.
- The consumer is herewith informed of the service provider's policy to list all persons who fail to pay any monies due to the service provider by the prescribed date, with a credit buro, and that such information will be made available to other credit grantors.
- The consumer consents to a credit check on his person and /or business and accepts that the rendering of services in terms of this agreement is subject to the confirmation of the details supplied herein, and receipt of all supporting documents as required by the service provider.
- If this agreement is signed by a legal person, the signatory hereof binds himself as surety and principle debtor in favor of ZHOA for due fulfillment of all liabilities which may now be or at any time become due and payable and hereby renounces the benefits of division, excursion and no value received, the meaning of which he declare himself to be fully acquainted with.
- Clause 12 of the Standard terms & Conditions for the supply of electricity/water was specifically brought to my attention.
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Signature Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**BANKING DETAILS**

**DEPOSITS:                    ABSA 632005    9251935300    REF NAME AND STAND/UNIT NO.**

**MONTHLY PAYMENTS:    ABSA 632005    9244206374    REF NAME AND STAND/UNIT NO.**

**GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF ELECTRICITY AND WATER TO CUSTOMERS**

1. Subject to availability, the service provider will provide electricity / water supply and related services to the Unit of the customer, commencing on the date indicated by the Member, alternatively from date the Member or his/her/its tenant makes use of the services, which services will continue until terminated in writing or on exit by the Member from the Company as such in relation to a specific Unit.
  2. The service provider undertakes to provide the customer with a monthly tax invoice on which a detailed account of charges appears, which will include cost of use as determined by the HOA in accordance with Municipality tariffs, meter reading charges and additional necessary repair or replacement charges of meters and related works and piping from the relevant meter to the Unit. customer accepts liability for these charges, payable in accordance with the service provider's Rules and MOI.
  3. The customer agrees to pay the invoiced amount by the due date as indicated on the monthly tax-invoice or as determined in the Rules.
  4. The service provider gives no guarantees or warranties in relation to the services.
  5. The service provider may charge changes in tariffs, charges or rates, where such changes are brought about by the Municipality. Changes by the service provider will be notified to the customer via their preferred method of communication, with reasonable notice of at least 7 days before such change will be effected.
  6. The service provider will as far as possible give the customer reasonable notice of impending severance/discontinuance of services where customer is in default of payment, and remains in default after proper prior notice of default is given.
  7. The service provider is entitled to charge reasonable fees and an increased deposit as may be determined by the Directors from time to time for the re-connection of services that may have been discontinued as a result of default in payments by the customer.
  8. The service provider is entitled to reasonable access to a Unit for connection / disconnection of services, inspections, maintenance or repairs.
  9. The service provider is not in any way obliged or indebted to provide any services of any kind to the customer, other than those services as set out herein.
  10. The reading by the service provider of the electricity meter shall be proof of the electricity consumption of the premises unless otherwise proved by the customer or service provider.
  11. The service provider is not responsible for any damage to property, injury or loss of life that happens in, on, around or as a result of any electrical or water installation, supply or connection on or to a Unit.
  12. This agreement, read with the MOI and Rules of the service provider, is the only agreement between the service provider and the customer and replaces all previous agreements, whether in writing or verbal. No changes to this agreement will be valid unless reduced to writing and signed by both parties. In the event of conflict in relation to these services only, this agreement will prevail.
  13. Should the customer contravene any term or condition contained in the agreement, or neglect to pay any amount by the due date, the service provider is entitled to suspend the services. The service provider may claim damage, alternatively specific compliance and damages, without relegating any other remedy available to the service provider.
  14. The customer accepts and understands that he/she remains liable for electricity/water consumption at his/her Unit from the consumption date, to such date on which the agreement and the services are consequently terminated.
- A minimum deposit as determined by the service provider from time to time, is payable for any service to be rendered.

16. The deposit amount will be adjusted when the deposit is less than twice the average monthly account for utilities. Where the customer is a foreign national, a double deposit will be required.
17. An RSA citizen who can supply proof of income and who has a permanent residential address may sign as surety for a customer who is a foreign national, in which case the deposit required will revert to the amount equal to twice the average monthly account.
18. The service provider reserves the right to revise the customer's deposit on a periodic basis, and to adjust such deposit in accordance with the service provider's deposits policy as well as the criteria set by the local municipal authority in respect of water & electricity deposits.
19. The Service provider undertakes to refund without interest, any deposit paid by the customer for the provision of services in terms of the agreement, after termination of the agreement, subject to all dues in terms of this agreement and all levies having paid in full. The service provider is entitled to deduct any outstanding amounts or damages from any deposit held.
20. In the event of the customer's account falling into arrears the service provider is entitled to limit/switch off /suspend services after having given adequate notice of such action. Once all dues are paid in connection with this agreement and on an increased deposit being paid, if charged, the services will be fully resumed.
21. The customer agrees to notify the service provider in writing of any changes to the customer's details and agrees that such changes brought will not affect the legality or enforcement of this agreement in any way.
22. The customer and service provider accepts the conditions and obligations set out in the local by-laws and regulations governing the control of the supply of electricity and water, as if specifically incorporated therein.
23. The customer and service provider elects the address nominated in terms of the MOI as his / her address for service and notice of all legal documents (e.g. any demand or notice as contemplated in the NCA Act 34 of 2005) unless otherwise elected on the application form.
24. Customers are not allowed to provide water or electricity services to surrounding properties on a temporary or permanent basis. Any customer who fails to adhere to this condition will be deemed to be in material breach of this agreement, and the service provider reserves the right to limit or suspend the services and claim for damages, if any, caused by the breach.
25. If the customer is a tenant, the Member of the Unit to which the services are rendered, hereby acknowledges and accepts that he/ his duly authorized representative in the case of a legal entity, is liable in solidum for all outstanding amounts due to the HOA by the tenant. Notwithstanding any term to the contrary herein, the Member concerned will be liable to the service provider for all due and unpaid charges, costs and fees levied in relation to the property during the currency of ownership
26. The customer concedes to the limitation of water supply and the suspension of the electricity supply if any dues owed in terms hereof to the service provider is in arrears by more than 1 month.