

CONSUMER DEPOSIT POLICY

Item A-F (32-2016) CM 28/04/2016	REVIEWD INTEGRATED DEVELOPMENT PLAN (IDP) AND MEDIUM TERM REVENUE AND EXPENDITURE FRAME WORK (MTREF): 2016/2017 TO 2018/2019
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Resolved:

5. That to guide the implementation of the municipality's annual budget, the Council of the EMM **APPROVES** the policies as set out in the following Annexures of this document:

- Annexure D1** Medium-term Budget Policy Statement (reviewed)
- Annexure D2** Pricing Policy Statement (reviewed)
- Annexure D3** Property Rates Policy (remains unchanged)
- Annexure D4** Provision of Free Basic Electricity Policy (remains unchanged)
- Annexure D5** Waste Management Services Tariff Policy (reviewed)
- Annexure D6** **Consumer Deposit Policy (reviewed)**
- Annexure D7** Indigent Policy (remains unchanged)
- Annexure D8** Credit Control & Debt Collection Policy (reviewed)
- Annexure D9** Provision for Doubtful Debtors and Debtors Write Off (reviewed)
- Annexure D10** Budget Implementation and Monitoring Policy (remains unchanged)
- Annexure D11** Municipal Entity Financial Support Policy (reviewed)
- Annexure D12** Accounting Policy (reviewed)
- Annexure D13** Funding and Reserve Policy (remains unchanged)
- Annexure D14** Borrowing Policy (remains unchanged)
- Annexure D15** Cash Management Policy (remains unchanged)
- Annexure D16** Policy on electricity metering for residential and small business customers in the EMM (reviewed)
- Annexure D17** Policy for the Vending of Pre-paid Electricity (reviewed)
- Annexure D18** Policy for Correction of Meter Reading and Billing Data (remains unchanged)
- Annexure D19** Electricity Tariff policy (reviewed)
- Annexure D20** Virement Policy (remains unchanged)
- Annexure D21** Consumer Agreement Policy (reviewed)
- Annexure D22** Renewable Energy Revenue Loss Mitigation Policy (new)

CONTENTS

DEFINITIONS	2
1. OBJECTIVE OF POLICY.....	3
2. CIRCUMSTANCES UNDER WHICH DEPOSITS MUST BE PAID ...	3
3. DETERMINATION OF THE AMOUNT OF A DEPOSIT	3
4. ADJUSTMENT OF DEPOSIT HELD	4
5. FAILURE TO EFFECT PAYMENT OF DEPOSIT.....	5
6. REFUND OR FORFEITURE OF DEPOSIT	5
7. APPROPRIATION OF DEPOSIT	6
8. SHORT TITLE.....	6

CONSUMER DEPOSIT POLICY OF THE EKURHULENI METROPOLITAN MUNICIPALITY

PREAMBLE

WHEREAS it is expedient for municipalities to take reasonable steps to ensure that their consumers honour their financial obligations;

AND WHEREAS the requiring of deposits from consumers is a reasonable and recognised method to ensure that municipalities are paid for services rendered by them;

NOW THEREFORE the Council of the Ekurhuleni Metropolitan Municipality has adopted the Consumer Deposit Policy as set out hereunder –

DEFINITIONS

For the purpose of this policy any word or expression to which a meaning has been assigned by the Act, shall bear that meaning in this policy, unless the context indicates otherwise.

“Act” means the Local Government Municipal Systems Act, 2000 (Act 32 of 2000), as amended from time to time.

“Cash” means acceptable form of payment, bank guaranteed cheque or electronic funds transfer.

“Chief Financial Officer” means the person appointed by the municipality as Chief Financial Officer of the Ekurhuleni Metropolitan Municipality in terms of section 56 of the Local Government : Municipal Systems Act, 2000 (Act 32 of 2000).

“Consumer” means any occupier of any premises to which the municipality has agreed to supply or is actually supplying municipal services, or if there is no occupier, the owner of the premises and or recipient and or consumer of various services rendered by the municipality. A customer will therefore be deemed a customer by virtue of receiving, consuming and or utilising any facility, equipment, service rendered by the municipality and or a municipal entity or an agent as appointed by the municipality.

“Council” means:

- (a) the “Municipality” and vice versa;
- (b) the Council of the Ekurhuleni Metropolitan Municipality established by Provincial Notice No 6768, as amended, exercising its legislative and executive authority through the municipality;
- (c) its successor in title;

- (d) a structure or person exercising a delegated power or carrying out an instruction, where any power in these by-laws has been delegated or sub-delegated, or an instruction given, as contemplated in section 59 of the Act; or
- (e) a service provider fulfilling a responsibility under these by-laws, assigned to it in terms of section 81(2) of the act, or any other by-law, as the case may be.

“Customer” means “Consumer”.

“City Manager” means the person appointed by the Council as the City Manager of the Ekurhuleni Metropolitan Municipality in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), and includes any person -

- (a) acting in such position; and
- (b) to whom the City Manager has delegated a power, function or duty.

“Municipality” means the “council” and vice versa.

“Policy” means the Deposit Policy adopted by Council.

“Services Agreement” means an agreement entered into between Council and Customer in terms of “Customer Agreement Policy” for the supply of metered services.

1. OBJECTIVE OF POLICY

The objective of this policy is to provide a policy framework for the circumstance under which deposits must be paid, the determination of the amount of deposits that must be paid and the refund or forfeiture of deposits.

2. CIRCUMSTANCES UNDER WHICH DEPOSITS MUST BE PAID

2.1 In terms of paragraph 3 of the Consumer Agreement Policy, every application for municipal service has to be accompanied by a deposit.

2.2 Consumer deposit is payable in respect of the following metered services:

- 2.2.1 Electricity services.
- 2.2.2 Water services.
- 2.2.3 Any other services determined by Council from time to time.

2.3 Approved indigents – No deposit will be required in respect of indigents as approved in terms of Council’s Indigent Support Policy.

3. DETERMINATION OF THE AMOUNT OF A DEPOSIT

3.1 The amount of a deposit in respect of **new service agreements** will be determined based on the type of service, size of supply and customer category.

3.2 In addition to 3.1, deposit amounts may be differentiated based on proclaimed township as determined by Council from time to time.

- 3.3 Deposit amount to be determined and approved by Council from time to time.
- 3.4 Date of service agreement application will determine applicable deposit amount payable.
- 3.5 Approved categories of customers may in lieu of a part of the deposit submit a bank guarantee as determined by the Council from time to time.
- 3.6 If a bank guarantee, is offered instead of payment in cash, the following will apply:
- 3.6.1 A bank guarantee of 100% of the amount due in respect of the deposit may be tendered in respect of customers linked to the following electricity tariff categories –
- **Tariff C** : Bulk supplies at any voltage and with a capacity of at least 25 kVA (minimum monthly NAC of 25 kVA
 - **Tariff D** : Bulk supplies at any voltage and with a capacity of at least 1 MVA and a network access charge of at least 1 MVA over the previous 12 months
 - **Tariff E** : Bulk supplies at any voltage and with a capacity of > 25kVA and a NAC of < 1 MVA.
- 3.6.2 A bank guarantee of 100% of the amount due in respect of the deposit may be tendered in respect of customers linked to the following water connection type categories –
- 80 mm
 - 100 mm
 - 150 mm
- 3.6.3 The bank guarantee tendered to be irrevocable until all dues in terms of the property has been settled.

4. ADJUSTMENT OF DEPOSIT HELD

- 4.1 When the size of the supply on which the deposit is based is either enlarged or reduced, the deposit amount in respect of existing service agreements may be amended to current prescribed deposit amount.
- 4.2 The amount required as deposit in respect of existing service agreements may from time to time be reviewed and **where no deposit is held** the deposit may be determined as follows :

- 4.2.1 With exclusion of “Residential” customer categories, adjust to current approved deposit amount.
- 4.2.2 Residential customer categories –
Calculated average monthly consumption in respect of previous three (3) months or current approved deposit amount, whichever is the smallest.

Based on oldest account debt ageing at date of assessment, calculated deposit amount in terms of above-mentioned to be raised as follows:

- | | |
|--------------------------|---|
| 4.2.2.1 Current debt | – Adjust to 20% of calculated deposit. |
| 4.2.2.2 30 days and less | – Adjust to 50% of calculated deposit. |
| 4.2.2.3 60 Days and less | – Adjust to 70% of calculated deposit. |
| 4.2.2.4 60+ Days | – Adjust to 100% of calculated deposit. |

- 4.3 The amount required as deposit in respect of existing service agreements may from time to time be reviewed and where a **deposit is held**, the amount of the deposit may be increased to prescribed deposit or two times the current deposit held, whichever is the smallest.
- 4.4 When an account is in **arrears for more than 60 days**, the deposit held in respect of existing service agreements may be adjusted to such higher amounts as determined by Council from time to time but not exceeding two times the monthly average consumption in respect of previous three months.
- 4.5 In the event of **interference** with the functioning of a metering installation, or as a result of unauthorised connections or as a result of unauthorised reconnections the deposit amount may be raised to two times average monthly consumption in respect of previous three months or double prescribed deposit amount, whichever is the greatest.
- 4.6 Existing municipal customers may be required by the City Manager to enter into new service agreements and to pay the increased deposit determined by the Council.
- 4.7 Customers in respect of 4.1, 4.2 and 4.3, may apply in writing for reduced deposit amount if monthly average consumption in respect of previous three (3) months is less than 75% (seventy five) of prescribed deposit amount.

5. FAILURE TO EFFECT PAYMENT OF DEPOSIT

If a consumer of services fails or refuses to comply with a request to make a deposit, any municipal service to such customer may be terminated until the Chief Financial Officer certifies that the services agreement has been entered into and the deposit is paid in full.

Deposit raised when entering into services agreement is to be paid in full prior to services being rendered.

Debt repayment arrangement in terms of approved Credit Control, Policy may be entered into in respect of –

- Paragraph 4.1 – Change due to size of supply
- Paragraph 4.2 - No deposit held
- Paragraph 4.3 – Deposit adjustment

6. REFUND OR FORFEITURE OF DEPOSIT

6.1 Deposit made by a customer is refundable, free of interest, on termination of the supply of services, provided that all outstanding amounts have been settled in terms of the property.

6.2 Deposit shall be forfeited to the Council if not claimed in writing by the customer within 12 months of the termination of all services.

6.3 The customer must notify the office of the Chief Financial Officer of any change of address in order to facilitate the refund of the deposit.

7. APPROPRIATION OF DEPOSIT

If a customer is in default with any payment to the municipality in respect of any service, the amount of the deposit may be allocated as payment against any outstanding municipal account of that person. Customer to be informed in writing if deposit is appropriated and will further result in adjusted deposit being raised in terms of policy.

Deposit held in respect of approved Indigents will be appropriated to account on date of indigent approval.

8. SHORT TITLE

This policy shall be called the Consumer Deposit Policy of the Ekurhuleni Metropolitan Municipality.

