



ICR UTILITY MANAGEMENT (PTY) LTD.

REG No: 2004/0130/88/07

78 Pickering Street, Newton Park, Port Elizabeth

PO Box 7658, Newton Park, Port Elizabeth, 6055

041 365 4701

accounts@icrutility.co.za

### VACATING OF PREMISES

ICR UTILITY REFERENCE

BUSINESS / RESIDENTIAL  BUSINESS (SECTION A)  RESIDENTIAL (SECTION B)

### SECTION A

Business name

Trading as

Company Reg. No. / ID No.  VAT No.

Contact Person  Contact No: (  )

Company Email Address

### SECTION B

Title  Mr  Dr  Prof  Mrs  Ms Initials

Surname

Tel No. (  )  Cell No.

Email Address

Building Name  Unit No

Future Postal Address

Suburb  Code

Date of Vacating  Date of Disconnection

### BANK PARTICULARS

Name of Account Holder

Name of Bank

Branch No  Branch Code

Account No

Type of Account  Cheque/Current  Savings  Transmission (Please attach bank letter)

- \* THIS DOCUMENT MUST REACH ICR UTILITY MANAGEMENT 14 DAYS PRIOR TO THE INTENDED VACATING DATE.
- \* DEPOSITS SHALL BE REFUNDED 45 DAYS AFTER THE FULL AND FINAL PAYMENT OF THE FINAL ACCOUNT
- \* AVOID DELAYS BY SUPPLYING THE CORRECT AND FULL BANKING DETAILS.
- \* SHOULD ICR UTILITY MANAGEMENT RECEIVE THIS NOTICE AFTER A CONSUMER HAS VACATED THE PREMISES, THE CONSUMER WILL BE LIABLE FOR CONSUMPTION ON THAT PREMISES UNTIL THE VACATING OF PREMISES FORM HAS BEEN RECEIVED.

Signed on this  (day) of  (month)  (year)

Authorised Signature

Full Names & Surname (PLEASE PRINT)

Position in Company

Department

# SERVICE PROVIDER TERMS & CONDITIONS AND CREDIT CONTROL POLICY

1. The "**Service Provider**" hereinafter refers to the company, ICR Utility Management (Pty) Ltd., duly registered in accordance with the laws of RSA, with details as set out on the utility account, including its successors in title or permitted assigns, with which the Consumer has an agreement for the supply of utility services.
2. Upon delivery of each monthly utility invoice, the Service Provider accepts that the 'Terms and Conditions' was read and understood.
3. Any Consumer that has not yet completed an 'Application for supply of electricity / water' form is hereby advised to urgently obtain, complete and submit the application, as disconnection action may be performed should the Service Provider not be in possession of such a form.
4. **Tariffs**
- 4.1 The tariffs applied by the Service Provider will be according to those of the Local Supply Authority, as amended from time to time in accordance with the National Energy Regulator of South Africa (NERSA).
- 4.2 ICR Utility will accept the installed capacity to the Consumer's premises as the relevant supply size when determining the applicable tariff. It is therefore accepted that the installed supply size is contractually agreed between the Consumer and the landlord. It remains the Consumer's responsibility to apply for a reduced capacity with the landlord, given that:
  - 4.2.1 It is allowed by the landlord in accordance with the lease agreement;
  - 4.2.2 Any reduction in a Consumer's Notified Maximum Demand (NMD) will be done in accordance to the NMD rules as set out by the Local Supply Authority;
  - 4.2.3 It will not affect the operational ability of the Consumer;
  - 4.2.4 That the supply size is reduced by changing the circuit breaker size; and
  - 4.2.5 That all electrical installation rules according to SANS 10142 are abided by.
5. The Service Provider operates according to the official by-laws of the Local Supply Authority.
6. **Payments**
- 6.1 The Consumer is liable for consumption charges on the premises, according to the meter reading, from the date when consumption commences, until the date of the final meter reading when the Consumer ceases to consume electricity at the premises. It is imperative that the Consumer supply the Service Provider with written notice no less than 14 days in advance of his/her intention of vacating the premises.
- 6.2 The Service Provider supply utility services under the incidental credit section of the NCA.
- 6.3 All payments to the Service Provider are due monthly on or before the due date as stipulated on your monthly utility invoice.
- 6.4 The Consumer is responsible for using the correct reference number, as it appears on the monthly utility invoice when making payment.
- 6.5 Monthly utility invoices/statements serve as notice for payment on the mentioned date. The Service Provider is therefore not obliged to carry out additional procedures to request outstanding payments as the utility invoice/statement already contains all the relevant information required.
- 6.6 **In the event of a dispute on the Consumer's utility invoice, the Consumer is not entitled to defer payment until settlement of the dispute, and must continue to settle the due charges in full while the matter is being investigated.**
- 6.7 **The Consumer is also not allowed to withhold payments if and when the said Consumer has not received a utility invoice/statement in any predetermined way. The Consumer remains responsible to inform the Service Provider of the non-receipt of a monthly utility invoice, and any updates with regards to new and/or additional contact information, to ensure an accurate client profile.**
- 6.8 Options for debit order payments are available and can be requested from your Local Service Provider office OR printed from the Service Provider's website address on the utility invoice – www.icrutility.co.za.
7. **Deposits**
- 7.1 The Service Provider is entitled to collect a risk deposit from the Consumer, which is calculated in accordance with the relevant Consumer qualification, unless otherwise agreed between the Property Owner and the Service Provider.
- 7.2 Deposits are non-interest bearing and are subject to revision.
- 7.3 **Deposits are subject to annual revision and can be adjusted up to 3 (three) times the average value of the account calculated over a 6 (six) month period.**
- 7.4 Deposits are refundable within 45 days after the following conditions have been met:
  - 7.4.1 Written notification for the cancellation of this application – 14 days prior to vacating; and
  - 7.4.2 The final utility invoice has been settled in full.
- 7.5 Should the Consumer pose a risk due to poor or non-payment, the said Consumer will be liable to pay an increased non-interest bearing deposit to the Service Provider, reflective of the risk posed.
8. **Credit Control**
- 8.1 Interest is payable in respect of all overdue amounts and closed utility accounts with outstanding balances, and is charged at 2% per month as determined by the NCA.
- 8.2 **Account holders who fail to make timely payments as per the monthly utility invoice, may be listed with the National Credit Bureau. An administration fee will be charged for the listing procedure.**
- 8.3 The Consumer must note that fees are applicable for credit control action taken. Reconnections are only carried out during business hours and may take up to 48 hours.
- 8.4 Should any client enter into an Acknowledgement of Debt & Payment Agreement with the Service Provider, such agreement will serve as a legally binding document and must be adhered to with the conditions as set out in such agreement.
- 8.5 In the unlikely event of it being necessary to institute legal action against the Consumer in order to enforce the terms of this application, the Consumer hereby consent to the jurisdiction of the Magistrate's Court in terms of the provisions of Section 45 of the Magistrate's Courts' Act, irrespective of the amount of the claim.
- 8.6 ICR Utility Management (Pty) Ltd. cannot be held liable for any form of loss or damage suffered due to the disconnection of electricity supply as a result of non-payment or the non-allocation of payments, due to incorrect reference numbers used.
9. **Termination of service**
- 9.1 The Service Provider is entitled to terminate supply to the premises, under either of the following conditions:
  - 9.1.1 Non-payment of the utility invoice on/or before the due date;
  - 9.1.2 Non-payment/short-payment of the required risk deposit;
  - 9.1.3 Written instruction from the property owner.
10. **Metering equipment**
- 10.1 The Service Provider is entitled reasonable access to the premises for connection/disconnection of services; inspections, maintenance, o repairs.
- 10.2 The reading of an electricity/water meter shall be proof of the consumption on the premises unless proven to the contrary based on factual information.
- 10.3 It is illegal to tamper with any metering equipment and unauthorized entrance to a meter room/enclosure is strictly prohibited.
- 10.4 In cases where it can be proven that metering equipment has been tampered with or where electricity/water has been illegally acquired, the supply to the premises will be terminated and a fine imposed.
11. **General**
- 11.1 The Service Provider is a qualified entity in the business sector and therefore promotes mutual respect as well as fair and accurate business practice.
- 11.2 Business hours of the Service Provider: Monday to Friday, 08:00 – 16:30
- 11.3 No changes to the agreement and Terms & Conditions will be valid unless reduced to writing and signed by both parties.

Signed on this  (day) of  (month)  (year)

Signature

Full Names & Surname (PLEASE PRINT)

Position in Company

Department