

ELECTRICITY SUPPLY BY-LAW

NOTICE IS HEREBY GIVEN in terms of Section 160(4) of the Constitution of the Republic of South Africa, Act 108 of 1996 as read with Section 16(1) of the Local Government: Municipal Systems Act, Act 32 of 2000, that the City of Mbombela intends to amend its Electricity Supply By-Laws by adopting the following By-Law: -

INDEX

Section

1.	Definitions	3
2.	Other Terms	6
3.	Headings and Titles.....	6
4.	Provision of Electricity Services	7
5.	Supply by Agreement	7
6.	Continuation of Supply to New Consumer	7
7.	Service of Notice	7
8.	Compliance with Notices	7
9.	Application for Supply.....	7
10.	Processing of Requests for Supply	8
11.	Arbitration	8
12.	Way Leaves.....	8
13.	Statutory Servitude	9
14.	Right of Admittance to Inspect, Test and/or do Operational / Maintenance Work or any Official Duties	9
15.	Refusal or Failure to Give Information	10
16.	Refusal of Admittance	10
17.	Improper Use.....	10
18.	Electricity Tariffs and Fees	10
19.	Resale of Electricity	12
20.	Right to Disconnect Supply	12
21.	Non-liability of the Service Provider	13
22.	Leakage of Electricity	13
23.	Failure of Supply.....	13
24.	Lines, Meters and Other Apparatus are not Fixtures	13
25.	Seals, Locks and Meters of the Service Provider	13
26.	Tampering with Service Connection or Supply Mains.....	14
27.	Protection of Electrical Distribution System	14
28.	Unauthorised Connections	15
29.	Unauthorised Re-connections	15
30.	Temporary Disconnection and Re-connection	15
31.	Temporary Supplies	15
32.	Temporary Work.....	15
33.	Load Reduction	15
34.	H.V. Switchgear and Equipment	16
35.	L.V. Switchgear and Equipment	16
36.	Transformer Substation Accommodation	16
37.	Wiring Diagram and Specification	17
38.	Standby Supply	17
39.	Consumer's Emergency Standby Supply Equipment	17

40.	Installation Circular Letters / Technical Standards.....	18
41.	Liability for Damage to Service Connection or Service Provider Equipment	18
42.	Consumer to Erect and Maintain Electrical Installation.....	18
43.	Fault in Electrical Installation	18
44.	Discontinuance of Use of Supply	18
45.	Change of Occupier	18
46.	Service Apparatus	19
47.	Service Connection	19
48.	Metering Accommodation.....	20
49.	Load Requirements	20
50.	Load limitations.....	20
51.	Interference with Other Persons' Electrical Equipment.....	20
52.	Limited Size for L.V. Motors	21
53.	Maximum Starting and Accelerating Currents of Three-phase Alternating Current Motors.....	21
54.	Consumers Supplied at Low Voltage	21
55.	Power Factor	21
56.	Protection	21
57.	Declared Voltage	21
58.	Metering.....	21
59.	Accuracy of Metering.....	22
60.	Reading of Conventional Meters	23
61.	Prepayment Metering	24
62.	Electrical Contractors	24
63.	Cost of Work.....	25
64.	Penalties	25
65.	Magistrate Court Jurisdiction	25
66.	Repeal of By-Laws	25
67.	Commencement Date	25

ELECTRICITY SUPPLY BY-LAW

SECTION 1 GENERAL

1. Definitions

In this by-law, the words and phrases shall have the meaning described to them in the Definition Section in the Electricity Regulation Act Number 4 of 2006 as amended (herein after referred to as the Act), unless inconsistent with the context:

“accredited person” means a person registered in terms of the regulations as an electrical tester for single phase, an installation electrician or a master electrician, as the case may be;

“applicable standard specification” means:

Electricity Regulation Act, 2006, with all amendments.

Occupational Health and Safety Act, 1993 (Act No 85 of 1993). Schedule: Electrical Installation Regulations. (referred to as the regulations)

SANS 1019: specification *SANS 1019/SABS 1019:2001 – Standard voltages, currents and insulation levels for electricity supply*, as issued by Standards South Africa of the South African Bureau of Standards and as amended from time to time;

SABS 1607: Electromechanical watt-hour meters,

SABS 1524: Parts 0, 1 & 2 – Electricity dispensing systems,

SANS 1507: specification *SANS 1507/SABS 1507:2002 – Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 5 V)*, as issued by Standards South Africa of the South African Bureau of Standards and as amended from time to time;

SANS 10142-1: Code of practice *SANS 10142-1/SABS 0142-1:2003 – The wiring of premises Part I: Low-voltage installations*, as issued by Standards South Africa of the South African Bureau of Standards, and as incorporated in the regulations and amended from time to time;

SANS IEC 60211: Maximum demand indicators, Class 1.0,

SANS IEC 60521: Alternating current electromechanical watt-hour meter (Classes 0.5, 1 & 2)

NRS 047: Electricity Supply - Quality of Service;

NRS 048: Electricity Supply - Quality of Supply, and

NRS 057: Electricity Metering: Minimum Requirements

COM- ERSSM City of Mbombela Electrical Reticulation Standards and Supply Methods as approved in writing by the General Manager Energy

“approved” means approved in writing by the General Manager Energy (herein after called Engineer);

“certificate of compliance” means a certificate issued in terms of the regulations in respect of an electrical installation or part of an electrical installation by an accredited person;

“consumer” or customer means:

- (a) a person (consumer or customer) who purchases electricity or a service relating to the supply of electricity;
- (b) the occupier of any premises to which the Service Provider has agreed to supply or is actually supplying electricity;
- (c) if there is no occupier, any person who has entered into a current agreement with the Service Provider for the supply of electricity to such premises, or
- (d) if there is no such person, the owner of the premises and, for the purpose of the regulations, shall mean the user or lessor of the electrical installation;

“consumer’s agreement” means an agreement as referred to in section two item 5;

“conventional meter” or “credit meter” means a meter where an account is issued subsequent to the consumption of electricity;

“effective date” means the date on which the responsibility for the delivery of the electricity service is transferred to the Service Provider;

“electrical contractor” means an electrical contractor as defined in the regulations;

“electrical installation” means an electrical installation as defined in the regulations;

“Engineer” means the General Manager Energy or the official in charge of the electricity undertaking of the *Service Provider* or any other person duly authorised to perform this duty on his behalf;

“high voltage” (hereinafter referred to as H.V.) means the set of nominal voltage levels which is used in power systems for the bulk transmission of electricity in the range of $44 \text{ kV} < U_n \leq 220 \text{ kV}$ in accordance with SANS 1019;

“law” means any applicable law, proclamation, ordinance, act of parliament or enactment having force of law;

“low voltage” (hereinafter referred to as L.V.) means the set of nominal voltage levels which is used for the distribution of electricity and the upper limit of which is generally accepted to be an AC voltage of 1 000 V (or a DC voltage of 1500 V) in accordance with SANS 1019;

“medium voltage” (hereinafter referred to as M.V.) means the set of nominal voltage levels that lie above low voltage and below high voltage in the range of $1 \text{ kV} < U_n \leq 44 \text{ kV}$. [SANS 1019].

“meter” means a device which records the demand and/or the electrical energy consumed and includes conventional and prepayment meters;

“motor load, total connected” means the sum total of the kW ratings of all the individual motors connected to an installation;

“motor rating” means the maximum continuous kW output of a motor as stated on the manufacturer’s rating plate;

“motor starting current” in relation to alternating current motors means the symmetrical root of the mean square current taken by a motor when energised at its rated voltage with its starter in the starting position and the rotor locked;

“Municipality” means the City of Mbombela, a local municipality established in terms of Section 12 of the Local Government Municipal Structures Act 117 of 1998.

“NERSA” means the National Energy Regulator of South Africa a regulatory authority established as a juristic person in terms of section 3 of the National Energy Regulator Act, 2004 (Act No. 40 of 2004);

“NRS 047” means the national rationalised specification *NRS 047-1:1999 – Electricity supply – Quality of service Part 1: Minimum standards*, as amended from time to time;

“NRS 048” means the national rationalised specifications *NRS 048-1:1996 – Electricity supply – Quality of supply Part 1*, *NRS 048-2:1996 – Electricity supply – Quality of supply Part 2*, *NRS 048-3:1998 – Electricity supply – Quality of supply Part 3*, *NRS 048-4:1999 – Electricity supply – Quality of supply Part 4*, *NRS 048-5:1998 – Electricity supply – Quality of supply Part 5*, as amended from time to time;

“NRS 057” means the national rationalised specification *NRS 057-2:2000 – Electricity metering Part 2: Minimum requirements*, as amended from time to time;

“occupier” in relation to any property means-

- (a) any person in actual occupation of such property;
- (b) any person legally entitled to occupy such property;
- (c) in the case of such premises being subdivided and let to lodger or various tenants, the person receiving the rent payable by such lodgers or tenants, whether on his own account or as agent for any person entitled thereto or interested therein, or
- (d) any person in charge of such premises or responsible for the management thereof, and includes the agent of any such person when he is absent from the Republic of South Africa or his whereabouts are unknown;

“owner” in relation to immovable property means the person in whom is vested the legal title thereto; provided that-

- (a) in the case of immovable property-
 - (i) leased for a period of not less than 50 years, whether the lease is registered or not, the lessee thereof, or
 - (ii) beneficially occupied under a servitude or right analogous thereto, the occupier thereof;
- (b) if the owner as hereinbefore defined-
 - (i) is dead or insolvent, has assigned his estate for the benefit of his creditors, has been placed under curatorship by order of court or is a company being wound up or under judicial management, the person in whom the administration of such property is vested as executor, administrator, trustee, assignee, curator, liquidator or judicial manager, as the case may be, or
 - (ii) is absent from the Republic, or if his address is unknown to the Service Provider, any person who as agent or otherwise receives or is entitled to receive the rent in respect of such property, and
- (c) if the Service Provider is unable to determine who such person is, the person who is entitled to the beneficial use of such property,

shall be deemed to be the owner thereof, to the exclusion of the person in whom is vested the legal title thereto;

“point of consumption” means a point of consumption as defined in the regulations;

“point of control” means the point at which the electrical installation on or in any premises can be switched off by a user or lessor from the electricity supplied from the point of supply, or the point at which part of the installation on the premises can be switched off where different users occupy different parts of such premises;

“point of metering” means the point at which the consumer’s consumption of electricity is metered and which may be at the point of supply or at any other point on the distribution system of the *Service Provider* or the electrical installation of the consumer, as specified by the General Manager Energy (herein after called Engineer) Engineer; provided that it shall meter all of, and only, the consumer’s consumption of electricity;

“point of supply” means the point determined by the Service Provider or any duly authorised official of the Service Provider at which electricity is supplied to any premises by the Service Provider;

“property ” means as define in the Properties rates act;

“prepayment meter” means a meter that can be programmed to allow the flow of the pre-purchased amounts of energy in an electrical circuit;

“reasonable access” means free and unhindered access with proper identification;

“regulations” means regulations made in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended;

“retail wheeling” means the process of moving third party electricity from a point of generation across the distribution systems of the Service Provider and selling it to a consumer;

“reseller” means as a ‘non-licensed trader of electricity with an approved agreement with the Service Provider.

“safety standard” means the Code of Practice for the Wiring of Premises SABS 0142 incorporated in the regulations;

"SANS 10142-1" means the code of practice *SANS 10142-1/SABS 0142-1:2003 – The wiring of premises Part 1: Low-voltage installations*, as issued by Standards South Africa of the South African Bureau of Standards, and as incorporated in the regulations and amended from time to time;

"SANS 1019" means the specification *SANS 1019/SABS 1019:2001 – Standard voltages, currents and insulation levels for electricity supply*, as issued by Standards South Africa of the South African Bureau of Standards and as amended from time to time;

"SANS 1507" means the specification *SANS 1507/SABS 1507:2002 – Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 5 V)*, as issued by Standards South Africa of the South African Bureau of Standards and as amended from time to time;

“service connection” means all cables and equipment required to connect the supply mains to the electrical installation of the consumer at the point of supply;

“service protective device” means a device installed on an electrical line to prevent damage to the supply system;

“Service Provider” means a person or institution or any combination of persons and institutions which provide a municipal service in terms of a service delivery agreement; Service providers should be licenced by the Regulator;

“standby supply” means an alternative electricity supply not normally used by the consumer;

“Service Authority” means An Electricity Service Authority, defined as any Municipality responsible for ensuring access to electricity services in the Act, may perform the functions of an Electricity Service Provider, and may also form a joint venture with another Electricity Service Institution to provide electricity services.

“supply mains” means an electric cable or overhead line forming that part of the *Service Provider’s* electrical distribution system to which the service is connected;

“tariff” means the *Service Provider’s* tariff of charges for the supply of electricity;

“token” means the essential element of a prepayment metering system used to transfer information from a point of sale for electricity credit to a unique prepayment meter and *vice versa*;

“voltage” means the root-mean-square value of electrical potential between two conductors.

2. Other Terms

All other terms used in this by-law shall, unless the context otherwise requires, have the meaning assigned thereto in the Electricity Act, 1987 (Act 41 of 1987), as amended, or Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, or the Local Government: Municipal Systems Act 2000, (Act 32 of 2000) as amended, as well as any regulations made in terms of these Acts.

3. Headings and Titles

The headings and titles in this by-law shall not affect the interpretation of the By-laws or the construction thereof.

SECTION 2

GENERAL CONDITIONS OF SUPPLY

4. Provision of Electricity Services

Only the Service Provider shall supply or contract for the supply of electricity within the jurisdiction of the Service Provider.

The Service Provider may permit the retail wheeling of electricity through its network by another electricity supplier that is licensed for the trading of electricity in terms of the Electricity Regulation Act to the consumers of this electricity supplier.

5. Supply by Agreement

No person shall use or be entitled to use any electricity supply from the *Service Provider* unless or until such person shall have entered into an agreement in writing with the *Service Provider* for such supply, and such agreement together with the provisions of this by-law shall in all respects govern such supply.

- (a) The charge payable for the supply shall be in accordance with the prescribed tariff.
- (b) The Service Provider may decide whether a consumer's agreement shall be concluded by it with the owner or with the occupier of the premises or some person acting on his/her behalf.
- (c) No person shall, without first having obtained the engineer's permission in writing, lead electricity temporarily or permanently to any point of consumption or place not forming part of the electrical installation for which a supply has been agreed upon or given.

6. Continuation of Supply to New Consumer

- (a) The Service Provider may, upon the termination of any consumer agreement, enter into a new consumer agreement with any prospective consumer providing for the continuation of the supply.
- (b) The consumer who is a party to the new consumer's agreement referred to in subsection (a) shall be liable to pay for the electricity consumed after a meter reading taken on the date of termination of the previous agreement.

7. Service of Notice

- (a) A document shall be deemed to have been served on a person by the Service Provider when it has been served in accordance with the provisions of the Municipal Systems Act, section 115 of Act 32 of 2000.
- (b) When any notice or other document must be authorised or served on the owner, occupier or holder of any property or right in any property, it is sufficient if that person is described in the notice or other document as the owner, occupier or holder of the property or right in question, and it is not necessary to name that person.
- (c) Any legal process is effectively and sufficiently served on the Service Provider when it is delivered to the Chief Executive Officer / Accounting Officer of the Service Provider or an employee in attendance at the office of the Chief Executive Officer.

8. Compliance with Notices

Any person on whom a notice duly issued or given under this by-law is served shall, within the time specified in such notice, comply with its terms.

9. Application for Supply

- (a) An application for a new electricity supply or for the increase in the capacity of an existing electricity supply, or for a prepayment arrangement must be made in writing by the prospective consumer on the prescribed form obtainable at the office of the Service

Provider, and the estimated load, in kVA, of the installation, shall be stated therein. Such application shall be made as early as possible before the supply is required in order to facilitate the work of the Service Provider.

- (b) An application for a new electricity supply for a period of less than one year must be regarded as an application for a temporary electricity supply and must be considered at the discretion of the Engineer, who may specify special conditions that are to be met. The applicable tariff for a temporary electricity supply as determined by the Municipality is payable.
- (c) No permanent installation may be supplied with a temporary electricity supply without the written approval of the Engineer.
- (d) If there is a change of occupier or consumer and the new consumer wishes to continue using the existing temporary electricity supply, the new consumer must apply to the Finance Department of the Municipality on the prescribed form(s) determined by the Chief Financial Officer of the Municipality from time to time.
- (e) Only one electricity service connection must be made available to a stand. Additional electricity service connections may be supplied at the discretion of the Engineer. On approval of a second consumer right on a property, an application for an additional electricity service connection must be submitted by the applicant. When an approved second consumer unit is erected, a separate electricity service connection must be taken from the Municipality for the applicant's account.

10. Processing of Requests for Supply

Applications for the supply of electricity will be processed and the supply made available within the periods stipulated in NRS 047:1.

(a) Quotations to consumers

If a consumer has made a written request for supply and has provided all the necessary documentation, the following time frames for quotation shall apply:

- (i) within 10 working days where existing infrastructure can be used;
- (ii) within 1 month where network extensions are required; and
- (iii) if new networks have to be installed or if supply is required for industrial and commercial consumers, the period for providing a quotation shall be negotiated between the consumer and the licensee.

(b) Providing a supply

If a consumer has paid all monies owing and met all other obligations stipulated by the licensee and if, where applicable, all subsidies have been received, the following time frames shall apply for the provision of supply:

- (i) within 30 working days where existing infrastructure can be used;
- (ii) within 2 months where LV network extensions are required and within 3 months where MV network extensions are required; and
- (iii) NOTE It might be necessary to negotiate an extended period of time to accommodate delivery of equipment from manufacturers.
- (iv) if new networks have to be installed, if HV extensions are required or if supply is required for industrial and commercial consumers, the period for providing the supply shall be negotiated between the consumer and the licensee.

11. Arbitration

If at any time any difference or question arises between the *Service Provider* and the consumer as to the construction, meaning or effect of this by-law or as to the rights, obligations or liabilities of either party there under, such difference or question or matter or thing so subject to agreement or adjustment shall be referred to the National Electricity Regulator for a decision, failing which shall be determined by arbitration [in such manner as may be agreed upon, and failing such] in terms of the provisions of the Arbitration Act, 1965 (Act 42 of 1965), as amended.

12. Way Leaves

- (a) The Service Provider may refuse to lay or erect a service connection or supply mains above or below ground on any thoroughfare not vested in the Service Provider or on any private property, unless and until the prospective consumer shall have obtained and deposited with the Service Provider written permission granted by the owner of the

- said private property or by the person in whom is vested the legal title to the land upon which any such thoroughfare as aforesaid exists, as the case may be, authorising the laying or erection of a service connection or supply mains thereon.
- (b) If such permission is withdrawn at any time or if the aforesaid private property or thoroughfare changes ownership and the new owner refuses to grant or continue such permission, the cost of any alteration required to be made to a service connection or to supply mains in order that the supply may be continued, and of any removal thereof which may become necessary in the circumstances, shall be borne by the consumer to whose premises the supply is required to be continued.
 - (c) All new service connections will be done with servitudes. All existing way leaves should be changed to servitudes.

13. Statutory Servitude

- (a) Subject to the provisions of subsection (c) the Service Provider may within the municipal area of the Service Authority:
 - (i) provide, establish and maintain electricity services;
 - (ii) acquire, construct, lay, extend, enlarge, divert, maintain, repair, discontinue the use of, close up and destroy electricity supply mains;
 - (iii) construct, erect or lay any electricity supply main on, across, through, over or under any street or immovable property and the ownership of any such main shall vest in the Service Provider;
 - (iv) do any other thing necessary or desirable for or incidental, supplementary or ancillary to any matter contemplated by paragraphs (i) to (iii).
- (b) If the Service Provider constructs, erects or lays any electricity supply main on, across, through, over or under any street or immovable property not owned by the Service Provider or under the control of or management of the Service Provider, the Service Provider shall determine the restrictions to be imposed on the use of the property under a servitude agreement. The Service Provider and the owner of such street or property shall enter into a servitude agreement which may include an agreed amount for compensation, or, in the absence of agreement, as determined either by arbitration or a court of law.
- (c) The Service Provider shall, before commencing any work other than repairs or maintenance on or in connection with any electricity supply main on immovable property not owned by the Service Provider or under the control or management of the Service Provider, give the owner or occupier of such property reasonable notice of the proposed work and the date on which it proposes to commence such work.

14. Right of Admittance to Inspect, Test and/or do Operational / Maintenance Work or any Official Duties

- (a) The Service Provider shall, through its employees, contractors and their assistants and advisers, have reasonable access to or over any property for the purposes of:
 - (i) doing anything authorised or required to be done by the Service Provider under this by-law or any other law;
 - (ii) inspecting and examining any service mains and anything connected therewith;
 - (iii) enquiring into and investigating any possible source of electricity supply or the suitability of immovable property for any work, scheme or undertaking of the Service Provider and making any necessary survey in connection therewith;
 - (iv) ascertaining whether there is or has been a contravention of the provisions of this by-law or any other law, and
 - (v) enforcing compliance with the provisions of this by-law or any other law.
- (b) The Service Provider shall pay to any person suffering damage as a result of the exercise of the right of access contemplated by subsection (a), except where the Service Provider is authorised to execute on the property concerned any work at the cost of such person or some other person or to execute on such property any work and recover the cost thereof from such person or some other person, compensation in such amount as may be agreed upon by the Service Provider and such person or, in the absence of agreement, as may be determined by arbitration or court of law.
- (c) An employee of the Service Provider authorised thereto by such Service Provider may, by notice in writing served on the owner or occupier of any property, require such owner

- or occupier to provide, on the day and at the hour specified in such notice, access to such property to a person and for a purpose referred to in sub-section (a).
- (d) The Service Provider may gain access to or over any property without notice and may take whatever action as may, in its opinion, be necessary or desirable in consequence of the existence of an emergency, state of war or the occurrence of any calamity or disaster.
 - (e) No person shall wilfully hinder, obstruct, interfere with or refuse admittance to the Engineer or any duly authorised official of the Service Provider in the performance of his duty under this by-law or of any duty connected therewith or relating thereto. The official should be able to show official identification when requested.

15. Refusal or Failure to Give Information

- (a) No person shall refuse or fail to give such information as may be reasonably required of him/her by any duly authorised official of the Service Provider or render any false information to any such official regarding any electrical installation work completed or contemplated.
- (b) The Service Provider shall not make any information available concerning the supply or account details for any premises to any third party not working for the Service Provider without the express written permission from the consumer who signed the supply agreement for the supply to the premises concerned except to the owner of a property upon written request to the Service Provider.

16. Refusal of Admittance

No person shall wilfully hinder, obstruct, interfere with or refuse admittance to the Engineer or any duly authorised official of the *Service Provider* in the performance of his duty under this by-law or of any duty connected therewith or relating thereto.

17. Improper Use

Should reasonable grounds or prima facie evidence exist that any consumer is using electricity in such a manner that it interferes with the efficient supply to any other consumer, the *Service Provider* may, without notice, disconnect the electricity supply but such supply shall be restored as soon as the cause of the disconnection has been permanently remedied or removed. The fee as prescribed by the *Service Provider* for the disconnection and reconnection shall be paid by the consumer before the electricity supply is restored, unless it can be shown to the satisfaction of the Engineer that the consumer did not use or deal with the electricity in an improper manner.

18. Electricity Tariffs and Fees

Copies of tariffs and fees may be obtained at applicable sundry charges at the head offices of the Service Provider or at the relevant Sub-directorate or on the official web site of the Service Provider. Tariffs and fees will be adjusted as regulated. The Annual Tariff Schedule of the City of Mbombela, for each financial year will be applicable.

- (a) Availability charges as determined from time to time by the Service Provider is payable to the Service Provider – by the owner of immovable property with or without improvements, which is not connected to the electricity distribution system of the Service Provider, if access to an electricity connection is available to such property.
- (b) The provisions of subsection (a) are not applicable to-
 - (i) immovable property which belongs to the Service Provider; and
 - (ii) immovable property in respect of the Service Provider has granted written exemption or partial exemption of payment of the availability charges; provided that the Service Provider may at any time withdraw any such exemption.
- (c) The Service Provider reserves the right to require the consumer to deposit a sum of money as security in payment of any charges, which are due or may become due to the Service Provider. The amount of the deposit in respect of each electricity installation

shall be determined by the Service Provider. Each such deposit may be increased if the Service Provider deems the deposit held to be inadequate, or as a result of non-payment, or as a result of tampering, or as a result of unauthorized connections or unauthorized reconnections. Such deposit shall not be regarded as being in payment of part payment of any accounts due for the supply of electricity for the purpose of obtaining any discount provided for in the electricity tariff. On cessation of the supply of electricity, the amount of such deposit, less any payments shall be refunded to the consumer interest free, on his/her request only.

- (d) The Service Provider may at any time when the deposit or guarantee is found to be inadequate for the purpose of subsection (c), require a consumer to increase the deposit made or guarantee furnished by him, in which event the consumer shall, within 30 days after being so required, deposit with the Service Provider such additional sum or furnish such additional guarantee as the Service Provider may require, failing which the Service Provider may discontinue the supply.
- (e) Subject to the provisions of subsection (c), any person claiming a refund of a deposit or part thereof, shall either-
 - (i) surrender the receipt which was issued for payment of the deposit; or
 - (ii) if such receipt is not available, sign a receipt prescribed by the Service Provider for refund to him/her of such deposit or part thereof, and satisfy the Service Provider that he is the person entitled to such refund.
 - (iii) If a deposit or part thereof has been refunded in accordance with paragraph (i), the Service Provider shall be absolved from any further liability in respect thereof.
 - (iv) The consumer agreement may contain a provision that upon termination of the agreement any sum deposited by the consumer and not claimed within one year shall be forfeited to the Service Provider.
- (f) The Service Provider shall, in respect of each scale of the tariff governing a supply, provide the number of meters that it deems necessary. The consumer shall be liable for all charges for all electricity supplied to his premises at the prescribed tariff rates.
- (g) The Service Provider may, during any meter reading period, render to the consumer a provisional account in respect of a part of such period as provided for in (i) and shall as soon as possible after the meter reading at the end of such period render to the consumer an account based on the actual measured consumption and demand during that period, giving credit to the consumer for any sum by him as settlement of the provisional account.
- (h) An account may be rendered for fixed charges in terms of the tariffs as and when they become due.
- (i) The amount of a provisional account referred to in (g) shall be determined by the Service Provider with reference to previous consumption, reflecting what would in Service Provider's opinion, constitute a reasonable guide to the quantity of electricity consumed over the period covered by the provisional account. If there has been no such previous consumption the Service Provider shall determine the amount of the said account with reference to consumption on similar premises which, in Service Provider's opinion afford reasonable guidance.
- (j) A consumer's decision to dispute an account shall not entitle him to defer payment beyond the due date stipulated in the account.
- (k) When it appears that a consumer has been wrongly charged for electricity due to the application of a wrong tariff or on any grounds other than inaccuracy of the meter, the Service Provider shall make such enquiries and tests as it deems necessary and shall, if satisfied that the consumer has been wrongly charged, adjust the account accordingly. Provided that no such adjustment shall be made in respect of a period in excess of 36 months prior to the date on which the wrong charge was observed or the Service Provider was notified of such wrong charge by the consumer. Any costs incurred by Service Provider as a direct result of a consumer complaint that in the Service Provider's opinion proved to be without grounds, shall be charged to the consumer.
- (l) All accounts shall be deemed to be payable when issued by the Service Provider and each account shall, reflect the due date and a warning indicating that the supply may be disconnected without notice should the charges in respect of such supply remain unpaid after the due date. The warning shall be deemed to be the notice served on the consumer of such disconnection.
- (m) An error or omission in any account or failure to render an account shall not relieve the consumer of his obligation to pay the correct amount due for electricity supplied to the

premises and the onus shall be on the consumer to satisfy himself that the account is rendered.

- (n) Where a duly authorised official of the Service Provider has visited the premises for the purpose of disconnecting the supply in terms of (l) and he is obstructed or prevented from effecting such disconnection the prescribed fee shall become payable for each visit necessary for the purpose of such disconnection.
- (o) After disconnection for non-payment of an account or contravention of any provision of these Bylaws, the prescribed fees and any amounts due for electricity consumed shall be paid before reconnection is made.
- (p) The Service Provider may charge interest on overdue accounts at a rate of interest which is one percent higher than the rate of interest payable by the Service Provider to its bank for an overdraft.
- (q) The date on which the payment of interest on arrear accounts will come into effect shall be the day after the due date of the account.
- (r) The meter reading period shall be as close to 30 days as possible within the bounds of practical considerations.
- (s) Where there is an incline or decline tariff applicable, it will be applied to the electricity used during a month where a conventional meter is available, or it will be applied to the electricity purchased during a month where a prepaid meter is available.
- (t) Notwithstanding the fact that an occupier has an agreement for the supply of electricity, should the owner of immovable property apply for a clearance certificate, in terms of section 118, of the Local Government: Municipal Systems Act, 32 of 2000, then such owner will be liable for all charges due to the Service Provider, in respect of the said property, in order to obtain such certificate.
- (u) The Service Provider may charge interest on overdue accounts at a rate of interest as determined by the Service Provider from time to time.
- (v) The date on which the payment of interest on arrear accounts will come into effect shall be the eighth day of the month if this day is a week day or the first week day after the eighth if the eighth falls on a weekend or a public holiday.
- (w) The consumer is also eligible to interest on an over-paid account, if it was over-paid due to the Service Provider's mistake.

19. Resale of Electricity

- (a) Resellers shall comply with the licensing and registration requirements set out in the Electricity Regulation Act and regulations issued under this act.
- (b) Unless otherwise authorised by the Service Provider, no person shall sell or supply electricity, supplied to his/her premises under an agreement with the Service Provider, to any other person or persons for use on any other premises, or permit or suffer such resale or supply to take place. If electricity is resold for use upon the same premises, the electricity resold shall be measured by a sub meter of a type which has been approved by the South African Bureau of Standards and supplied, installed and programmed in accordance with the standards of the Service Provider.
- (c) The tariff, rates and charges at which and the conditions of sale under which electricity is thus resold shall not be less favourable to the purchaser than those that would have been payable and applicable had the purchaser been supplied directly with electricity by the Service Provider. Every reseller shall furnish the purchaser with monthly accounts that are at least as detailed as the relevant billing information details provided by the Service Provider to its electricity consumers.

20. Right to Disconnect Supply

- (a) The Service Provider shall have the right to disconnect the supply of electricity to any premises without notice under the following circumstances:
 - (i) where the person liable to pay for such supply fails to pay any charge due to the Service Provider in connection with any supply of electricity which he/she may at any time have received from the Service Provider in respect of such premises; or

- (ii) where the Service Authority has requested the Service Provider to disconnect the supply of electricity where there are outstanding municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties; or
 - (iii) where any of the provisions of this by-law and/or the Regulations are being contravened; or
 - (iv) where in the opinion of the Service Provider there is a case of grave risk to person or property; or
 - (v) where tampering with the service connection or supply mains has occurred; or
 - (vi) where the Service Authority has requested the Service Provider to disconnect the supply of electricity for reasons of community safety.
- (b) Where any of the provisions of this by-law and/or the Regulations are being contravened, the Service Provider should give the person 7 (seven) days notice to remedy his/her default prior to disconnection.
- (c) After disconnection the fee as prescribed by the Service Provider shall be paid.
- (d) In the case where an installation has been illegally reconnected on a consumer's premises after having been previously legally disconnected by the Service Provider, or in the case where the Service Provider's electrical equipment has been tampered with to prevent the full registration of consumption by the meter, the electricity supply may be physically removed from those premises.

21. Non-liability of the Service Provider

The *Service Provider* shall not be liable for any loss or damage, direct or consequential, suffered or sustained by a consumer as a result of or arising from the cessation, interruption or discontinuance of the supply of electricity, unless caused by negligence on the part of the *Service Provider*.

22. Leakage of Electricity

Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted owing to leakage or any other fault in the electrical installation.

23. Failure of Supply

The *Service Provider* does not undertake to attend to a failure of supply due to a fault in the electrical installation of the *Consumer*, except when such failure is due to the operation of the service protective device of the *Service Provider*. When any failure of supply is found to be due to a fault in the electrical installation of the *Consumer* or to the faulty operation of apparatus used in connection therewith, the *Service Provider* shall have the right to charge the consumer the fee as prescribed by the *Service Provider* for each restoration of the supply in addition to the cost of making good or repairing any damage which may have been done to the service main and meter by such fault or faulty operation as aforesaid.

24. Lines, Meters and Other Apparatus are not Fixtures

Any lines, meters, fittings, works or apparatus belonging to the *Service Provider* and lawfully placed or installed in or upon any premises not in its possession shall, whether or not fixed to any part of such premises, remain the property of and may be removed by the *Service Provider*, and shall not be subject to the landlord's hypothec for rent of such premises, and are not liable to be taken in execution under any process of law or any proceedings in insolvency or liquidation against the owner or occupier of such premises.

25. Seals, Locks and Meters of the Service Provider

The meter, service protective devices and all apparatus belonging to the *Service Provider* shall be sealed or locked by a duly authorised official of the *Service Provider*, and no person not being an official of the *Service Provider* duly authorised thereto shall in any manner or for any

reason whatsoever remove, break, deface, or tamper or interfere with such seals, locks or meters.

26. Tampering with Service Connection or Supply Mains

- (a) No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protective device or supply mains or any other equipment of the Service Provider. (Offences regarding essential infrastructure may be handled according to the Criminal Matters Amendment Act, Act 18 of 2015)
- (b) Where prima facie evidence of tampering exists, or where metering equipment has been damaged or by-passed, such damage, by-pass or tampering shall be presumed to have been caused by the consumer, unless the contrary is proved, and the Service Provider shall have the right to disconnect the supply immediately and without prior notice to the consumer. The consumer shall be liable for all cost of repair to the Service Provider's equipment so damaged in addition to the appropriate fees and charges levied by the Service Provider for such disconnection and the Service Provider shall have the right to reinstate the supply only during office hours, after the prescribed fees and charges have been paid by the consumer.
- (c) In cases where the tampering or by-passing has resulted in the metering recording less than the true consumption, the Service Provider shall have the right to recover from the consumer the full cost of his/her estimated consumption.
- (d) If the Engineer decides that it is necessary or desirable to take special precautions to prevent tampering with any portion of the supply mains, service connection or meter, or to prevent the unauthorised consumption of electricity, he may either require the consumer to take the necessary precautions or pay the cost incurred where such action is taken by the engineer.
- (e) Reconnection fee will be levied on all Tampered installations and is included in the Tariffs.
- (f) If the Engineer decides that it is necessary or desirable to take special precautions in order to prevent tampering with any portion of the supply mains, service connection or meter, the consumer shall either supply and install the necessary protection or pay the costs involved where such protection is supplied by the Service Provider.

27. Protection of Electrical Distribution System

- (a) No person shall, except with the consent of the Engineer and subject to such conditions as may be imposed-
 - (i) construct, erect or lay any building or structure or other object over or in such a position or in such a manner as to interfere with or endanger the electrical distribution system
 - (ii) excavate, open up or remove the ground above, next to or under any part of the electrical distribution system.
 - (iii) Damage, endanger, remove or destroy or do any act likely to damage, endanger or destroy any part of the electrical distribution system.
 - (iv) Make any opening in any part of the electrical distribution system or obstruct or divert or cause to be obstructed or diverted any electricity there from.
 - (v) The cost of any such work carried out by the Service Provider which was necessary due to the contravention of this by-law, shall be to the account of the person who acted in contravention of this by-law.
- (b) The Engineer may: -
 - (i) demolish, alter or otherwise deal with any building, structure or other object constructed, erected or laid in contravention with this by-law
 - (ii) fill in and make good any ground excavated or removed in contravention with this by-law
 - (iii) repair and make good any damage done in contravention of this by-law or resulting from a contravention of this by-law; and
 - (iv) remove anything damaging, obstructing or endangering or likely to damage, obstruct, endanger or destroy any part of the electrical distribution system.

28. Unauthorised Connections

No person other than a person specifically authorised thereto by the *Service Provider* in writing shall directly or indirectly connect, attempt to connect or cause or permit to be connected any electrical installation or part thereof to the supply mains or service connection.

29. Unauthorised Re-connections

- (a) No person other than a person specifically authorised thereto by the Service Provider in writing shall reconnect, attempt to reconnect or cause or permit to be reconnected to the supply mains or service connection any electrical installation or installations which has or have been disconnected by the Service Provider.
- (b) Where the supply that has previously been disconnected, and found to be re-connected, the consumer using the supply shall be liable for all charges for electricity consumed between the date of disconnection and the date the supply was found to be re-connected and any other charges raised in this regard.
- (c) The effected consumer shall immediately report any illegal re-connections of that consumer's supply, to the Service Provider.

30. Temporary Disconnection and Re-connection

- (a) The Engineer shall, at the request of the consumer, temporarily disconnect and reconnect the supply to the consumer's electrical installation upon payment of the fee as prescribed by the Service Provider for each such disconnection and subsequent reconnection.
- (b) In the event of the necessity arising for the Engineer to affect a temporary disconnection and reconnection of the supply to a consumer's electrical installation and the consumer is in no way responsible for bringing about this necessity, the Engineer shall waive payment of the fee hereinbefore referred to.
- (c) The Engineer may only under exceptional circumstances temporarily disconnect the supply to any premises without notice, for the purpose of affecting repairs or carrying out tests or for any other legitimate purpose. In all other instances, adequate notice shall be given.

31. Temporary Supplies

- (a) Temporary supplies of electricity shall only be valid for three months after which the consumer needs to re-apply for extension of time.
- (b) It shall be a condition of the giving of any temporary supply, as defined in this by-law, that, if such supply is found to interfere with the efficient and economical supply of electricity to other consumers, the Engineer shall have the right, with notice, or under exceptional circumstances without notice, to terminate such temporary supply at any time and, neither the Service Provider nor the Engineer shall be liable for any loss or damage occasioned by the consumer by such termination.

32. Temporary Work

Electrical installations requiring a temporary supply shall not be connected directly or indirectly to the supply mains except with the special permission in writing of the Engineer. Full information as to the reasons for the nature of such temporary work shall accompany the application for the aforesaid permission, and the Engineer may refuse such permission or may grant the same upon such terms and conditions as may to him appear desirable and necessary.

33. Load Reduction

- (a) At times of peak load, or in an emergency, or when, in the opinion of the Engineer, it is necessary for any reason to reduce the load on the electricity supply system of the Service Provider, the Engineer may without notice interrupt and, for such period as the Engineer may deem necessary, discontinue the electricity supply to any consumer's electrically operated thermal storage water heater or any specific appliance or the

whole installation. Neither the Service Provider, nor the Engineer shall be liable for any loss or damage directly or consequentially due to or arising from such interruption and discontinuance of the electricity supply.

- (b) The Service Provider may install upon the premises of the consumer such apparatus and equipment as may be necessary to give effect to the provisions of subsection (a) and the Engineer or any duly authorised official of the Service Provider may at any reasonable time enter any premises for the purpose of installing, inspecting, testing adjusting and/or changing such apparatus and equipment.
- (c) Notwithstanding the provisions of sub-section (b), the consumer or the owner, as the case may be, shall, when installing an electrically operated water storage heater, provide such necessary accommodation and wiring as the Engineer may decide to facilitate the later installation of the apparatus and equipment referred to in sub-section (b).

34. H.V. Switchgear and Equipment

- (a) In cases where a supply of electricity is given at either high, medium or low voltage, the supply and installation of the switchgear, cables and equipment forming part of the service connection shall, unless otherwise approved by the Service Provider or any duly authorised official of the Service Provider, be paid for by the consumer.
- (b) All such equipment installed on the consumer's premises shall be compatible with the Service Provider's electrical performance standards
- (c) No person shall open, close, isolate, link or earth high or medium voltage switchgear or equipment without giving reasonable prior notice to the Service Provider's System Control Centre.
- (d) In the case of a high or medium voltage supply of electricity, where the consumer has high or medium voltage switchgear installed, the Service Provider shall be advised of the competent person appointed by the consumer in terms of the Regulations, and of any changes made to such appointments.
- (e) In the case of a low voltage supply of electricity, the consumer shall provide and install a low voltage main switch and/or any other equipment required by the Service Provider or any duly authorised official of the Service Provider.

35. L.V. Switchgear and Equipment

- (a) In cases where a supply is given at L.V., the supply and installation of the switchgear, cables and equipment forming part of the service connection up to the meter installation shall, unless otherwise approved, paid for by the consumer will be transferred to the service provider who will become the sole owner of the equipment who needs to repair and maintain it in good order.
- (b) In case of the LV. supply, all such equipment shall be approved by the Engineer in writing and installed by or under the supervision of the Engineer.
- (c) In the case of an L.V. supply, the consumer shall provide and install an approved L.V. main switch and/or any other equipment required by the Engineer.

36. Transformer Substation Accommodation

- (a) The Engineer may, on such conditions as may be deemed fit, require the owner to provide and maintain approved accommodation in a position approved by the Engineer, which shall constitute a substation and which shall consist of a separate room or rooms to be used exclusively for the purpose of housing. M.V. cables and switchgear, transformers, L.V. cable and switchgear and other equipment necessary for the supply requested by the applicant.
- (b) The Service Provider reserves the right to supply its own networks from its own equipment installed in such accommodation, and if additional accommodation is required by the Service Provider, such additional accommodation shall be provided by the applicant at the cost of the applicant, owner or authorised user.

37. Wiring Diagram and Specification

- (a) When more than one electrical installation or electricity supply from a common main or more than one distribution board or meter is required for any building or block of buildings, the wiring diagram of the circuits starting from the main switch and a specification shall on request be supplied to the Engineer in duplicate for approval before the work commences.
- (b) Where an electrical installation is to be supplied from a substation on the same premises on which the current is transformed from H.V. or from one of the substations of the Service Provider through mains separate from the general reticulation system, a complete specification and drawings for the plant to be installed by the consumer shall, if so required, be forwarded to the Engineer for his written approval before any material in connection therewith is ordered.

38. Standby Supply

- (a) No person shall be entitled to a standby supply from the Service Provider for any premises having a separate source of electricity supply except with the written consent of the Engineer and subject to such terms and conditions as may be laid down by the Engineer.
- (b) No electricity generation equipment provided by a consumer in terms of any Regulations or for his own operational requirements shall be connected to any installation without the prior written consent of the Engineer.
- (c) Application for such consent shall be made in writing and shall include a full specification of the equipment and a wiring diagram.
- (d) The electricity generation equipment shall be so designed and installed that it is impossible for the Service Provider's supply mains to be energized by means of a back-feed from such equipment.
- (e) The position of the installed generating equipment shall not interfere with the supply mains the generating equipment must be installed entirely on the consumer's premises.
- (f) The consumer shall be responsible for providing and installing all such protective equipment and for obtaining a Certificate of Compliance issued in terms of the Regulations for the work carried out.
- (g) Where by special agreement with the Service Provider, the consumer's electricity generation equipment is permitted to be electrically coupled to, and run in parallel with the Service Provider's supply mains, the consumer shall be responsible for providing, installing and maintaining all the necessary synchronizing and protective equipment required for such safe parallel operation, to the satisfaction of the Engineer.
- (h) Under normal operating conditions, any export of surplus energy from the consumer to the Service Provider's network shall be subject to special agreement with the Service Provider.
- (i) In the event of a general power failure on the service provider's network protection equipment shall be installed by the consumer, subject to the Engineer's approval, so as to ensure that the consumer's installation is isolated from the Service Providers network until normal operating conditions are restored. The cost of any specialized metering equipment will be for the consumer's account.

39. Consumer's Emergency Standby Supply Equipment

- (a) No emergency standby equipment provided by a consumer in terms of any Regulations or for his own operational requirements shall be connected to any installation without the prior written approval of the Service Provider. Application for such approval shall be made in writing and shall include a full specification of the equipment and a wiring diagram. The standby equipment shall be so designed and installed that it is impossible for the Service Provider's supply mains to be energized by means of a back-feed from such equipment. The consumer shall be responsible for providing and installing all such protective equipment.
- (b) Where by special agreement with the Service Provider, the consumer's standby generating equipment is permitted to be electrically coupled to, and run in parallel with

the Service Provider's supply mains, the consumer shall be responsible for providing, installing and maintaining all the necessary synchronizing and protective equipment required for such safe parallel operation, to the satisfaction of the Service Provider.

40. Installation Circular Letters / Technical Standards

The Engineer may from time to time issue Installation Circulars (or Technical Standards) to all contractors and/or consulting engineers and/or architects detailing the requirements of the Service Provider regarding matters not specifically covered in the Regulations or this by-law but which are necessary for the safe, efficient operation and management of the supply of electricity.

41. Liability for Damage to Service Connection or Service Provider Equipment

- (a) The owner of the premises or the consumer shall be liable to make good to the Service Provider any damage that may occur to the service connection or any part thereof or to any other Service Provider apparatus on the premises, unless such owner or consumer can prove negligence on the part of the Service Provider.
- (b) If any damage occurs to the cable or any other part of a service connection the consumer shall inform the Service Provider as soon as he becomes aware of the fact and the Service Provider or a person authorized by him shall repair the damage.

SECTION 3 RESPONSIBILITIES OF CONSUMERS

42. Consumer to Erect and Maintain Electrical Installation

Any High voltage electrical installation connected or to be connected to the supply mains, and any additions or amendments thereto which may be made from time to time, shall be provided and erected and maintained and kept in good order by the consumer at his own expense and in accordance with this by-law and the regulations and be made accessible to the Service Provider for inspection on his request.

43. Fault in Electrical Installation

- (a) If any fault develops in the electrical installation which constitutes a hazard to persons, livestock or property, the consumer shall immediately disconnect the electricity supply. The consumer shall without delay give notice thereof to the Service Provider and shall immediately take steps to remedy the fault.
- (b) The Engineer may require the consumer to reimburse the Service Provider for any expense incurred in connection with a fault in the electrical installation.

44. Discontinuance of Use of Supply

In the event of a consumer desiring to discontinue using the electricity supply, he shall give at least two full working days' notice in writing of such intended discontinuance to the *Service Provider*, failing which he shall remain liable for all payments due in terms of the tariff for the supply of electricity until the expiration of two full working days after such notice has been given.

45. Change of Occupier

- (a) In the case of a change of occupier, the consumer who is leaving shall give the Service Provider not less than two full working days' notice in writing of his intention to discontinue using the electricity supply, failing which he shall remain liable for such supply.

- (b) If the new occupier desires to continue using the electricity supply, he shall make application in accordance with the provisions of Section 4 of this by-law. If the new occupier fails to make application for an electricity supply within ten working days of taking occupation of the premises, the supply shall be disconnected, and the new occupier shall be liable to the Service Provider for the electricity supply from the date of occupation till such time as the supply is so disconnected.
- (c) Where premises are fitted with pre-payment meters the Consumer occupying the premises at that time shall be deemed to be the Consumer (as defined). Should this Consumer fail to make application for an electricity supply (in terms of section 4) he will be liable for all charges and fees owed to the Service Provider for that metering point as well as all outstanding charges and fees whether accrued by that Consumer or not, until such time as an application for supply is received by the Service Provider.

46. Service Apparatus

- (a) The consumer shall be liable for all costs to the Service Provider arising from damage to or loss of any metering equipment, service protective device, service connection or other apparatus on the premises, unless such damage or loss is shown to have been occasioned by an Act of God or an act or omission of an employee of the Service Provider or caused by an abnormality in the supply of electricity to the premises.
- (b) If, during a period of disconnection of an installation from the supply mains, the service main, metering equipment or any other service apparatus, being the property of the Service Provider and having been previously used, have been removed without its permission or have been damaged so as to render reconnection dangerous, the owner or occupier of the premises, as the case may be, during such period shall bear the cost of overhauling and/or replacing them.
- (c) Where there is a common metering position, the liability detailed in subsection (a) shall devolve on the owner of the premises.
- (d) A certificate by the Engineer reflecting the amount due in terms of sub section (a) shall be prima facie evidence of the information therein contained.

SECTION 4 SPECIFIC CONDITIONS OF SUPPLY

47. Service Connection

- (a) The consumer shall bear the cost of the service connection, as determined by the Service Provider.
- (b) Notwithstanding the fact that the consumer bears the cost of the service connection, ownership of the service connection, laid or erected by the Service Provider, shall vest in the Service Provider, the Service Provider shall be responsible for the maintenance of such service connection up to the point of supply. The consumer shall not be entitled to any compensation from the Service Provider nor the Service Provider in respect of such service connection.
- (c) The work to be carried out by the Service Provider at the cost of the consumer for a service connection to the consumer's premises shall be determined by the Engineer.
- (d) A service connection shall be laid underground, whether the supply mains are laid underground or erected overhead, unless an overhead service connection is specifically required by the Engineer.
- (e) The consumer shall provide, fix and/or maintain on his premises such ducts, wire ways, trenches and fastenings as may be required by the Engineer for the installation of the service connection.
- (f) The conductor used for the service connection shall have a cross-sectional area of not less than 16 mm² and shall be of copper or copper equivalent, and all conductors shall have the same cross-sectional area, unless otherwise approved by the Engineer.
- (g) Unless otherwise approved, the Service Provider shall only provide one service connection to each registered erf.
- (h) Any covers of a wire way carrying the supply circuit from the point of supply to the metering equipment shall be made to accept the seals of the Service Provider.

- (i) Within the meter box, the service conductor or cable, as the case may be, shall terminate in an un-obscured position and the conductors shall remain visible throughout their length.
- (j) In the case of blocks of buildings occupied by a number of individual consumers, separate wire ways and conductors or cables shall be laid from the common metering room or rooms to each individual consumer in the blocks of buildings.

48. Metering Accommodation

- (a) The consumer shall, if required by the Service Provider or any duly authorised official of the Service Provider, provide accommodation in an approved position, the meter board and adequate conductors for the Service Provider's metering equipment, service apparatus and protective devices. Such accommodation includes any building or meter box. Such accommodation and protection shall be provided and maintained, to the satisfaction of the Service Provider, at the cost of the consumer or the owner, as the circumstances may demand, and shall be situated, in the case of ALL meters, at a point to which free and unrestricted access shall be had at all reasonable hours for the reading of meters but at all times for purposes connected with the operation and maintenance of the service equipment. Access at all reasonable hours shall be afforded for the inspection of meters.
- (b) Where sub-metering equipment is installed, accommodation separate from the Service Provider's metering equipment shall be provided.
- (c) The consumer or, in the case of a common meter position, the owner of the premises shall, if required by the Engineer, provide adequate electric lighting in the space set aside for accommodating the metering equipment and service apparatus.
- (d) Where in the opinion of the Engineer the position of the meter, service connection and protective devices are no longer readily accessible or becomes a cause of danger to life or property or in any way becomes unsuitable, the consumer shall remove it to a new position, and the cost of such removal, which shall be carried out with reasonable dispatch, shall be borne by the consumer.
- (e) The accommodation for the Service Provider's metering equipment and protective devices may not have any other apparatus than that used in connection with the supply and use of electricity shall be installed or stored in such accommodation.

SECTION 5 SYSTEMS OF SUPPLY

49. Load Requirements

Alternating current supplies shall be given as prescribed by the Electricity Regulation Act, 2006 (Act 4 of 2006), and in the absence of a quality of supply agreement, as set out in the applicable standard specification.

50. Load limitations

- (a) Where the estimated load, calculated in terms of the safety standard, does not exceed 15 kVA, the electrical installation shall be arranged for a two-wire single-phase supply, unless otherwise approved by the Engineer.
- (b) Where a three-phase four-wire supply is provided, the load shall be approximately balanced over the three phases but the maximum out-of-balance load shall not exceed 15kVA, unless otherwise approved by the Engineer.
- (c) No-current consuming appliance, inherently single phase in character, with a rating which exceeds 15 kVA shall be connected to the electrical installation without the prior approval of the Engineer.

51. Interference with Other Persons' Electrical Equipment

- (a) No person shall operate electrical equipment having load characteristics which, singly or collectively, give rise to voltage variations, harmonic currents or voltages, or unbalanced phase currents which fall outside the applicable standard specification.
- (b) The assessment of interference with other persons' electrical equipment shall be carried out by means of measurements taken at the point of common coupling.
- (c) Should it be established that undue interference is in fact occurring, the consumer shall, at his/her cost install the necessary equipment to filter out the interference end prevent it reaching the supply mains.

52. Limited Size for L.V. Motors

Unless otherwise approved by the Engineer, the rating of an L.V. single-phase motor shall be limited to 2 kW and/or the starting current shall not exceed 70 A. All motors exceeding these limits shall be wound for three phases at low voltage or such higher voltage as may be required.

53. Maximum Starting and Accelerating Currents of Three-phase Alternating Current Motors

Unless otherwise approved by the Service Provider or any duly authorised official of the Service Provider the rating of motors shall be limited as in the City of Mbombela Technical Specifications.

54. Consumers Supplied at Low Voltage

In an installation supplied at low voltage, unless otherwise required by the Engineer, the starting current of an L.V. motor shall be limited to 1,5 times the rated full-load current of the transformer supplying such a motor. The starting arrangement for M.V. motors shall be subject to the approval of the Engineer.

55. Power Factor

- (a) If required by the Engineer, the power factor of any load shall be maintained within the limits 0,85 lagging and 0,9 leading.
- (b) Where for the purpose of complying with subsection (1), it is necessary to install power factor corrective devices, such corrective devices shall be connected to the individual appliance terminals unless the correction of the power factor is automatically controlled.
- (c) The consumer shall, at his/her own cost, install such corrective devices.

56. Protection

Electrical protective devices for motors shall be of such a design as effectively to prevent sustained over-current and single phasing, where applicable.

57. Declared Voltage

The declared voltages are as in the City of Mbombela Technical Specifications.

SECTION 6 MEASUREMENT OF ELECTRICITY

58. Metering

- (a) The Service Provider shall, at the consumer's cost in the form of a direct charge or prescribed fee, provide and install appropriately rated metering equipment at the point of metering for measuring the electricity supplied. The choice of meter type and class shall be the prerogative of the Service Provider.
- (b) Dependent on the availability of advanced metering infrastructure and smart meters, the Council shall have the discretion to pilot or implement this new type of technology.
- (c) Except in the case of prepayment meters, the electricity used by a consumer during any metering period shall be ascertained by the reading of the appropriate meter or meters supplied and installed by the Service Provider and read at the end of such period except where the metering equipment is found to be defective, in which case the consumption for the period shall be as prescribed by the tariff By-Laws.
- (d) Where the electricity used by a consumer is charged at different tariff rates, the consumption shall be metered separately for each rate.
- (e) The Engineer reserve the right to meter the supply to blocks of shops and flats, tenement-houses and similar buildings for the whole, or for individual units, or for groups of units.
- (f) No alterations, repairs or additions or electrical connections of any description shall be made on the supply side of the point of metering unless specifically approved in writing by the Engineer.

59. Accuracy of Metering

- (a) A meter must be presumed conclusively to be registering accurately if its measurement error, when tested in the manner prescribed in (h), is found to be within the limits of measurement error as provided for in the applicable standard specifications.
- (b) If a consumer or owner has reason to believe that a meter is not registering correctly, the consumer or owner may request the Service Provider in writing to have the meter tested. Such request must be accompanied by the fee prescribed in the schedule of tariffs for the testing of the meter, and the Service Provider shall as soon as possible thereafter test the meter. The fee shall be refunded if the meter is shown by the test to be registering incorrectly.
- (c) The Service Provider shall, immediately before removing a meter for testing, take a reading of that meter and the current meter reading period shall be terminated at the time of such reading.
- (d) The Service Provider's finding as to the accuracy of a meter after the test referred to in 58 (c) has been carried out shall be final. A meter shall be conclusively presumed to be registering accurately if it satisfies the requirements prescribed in the applicable standard specifications.
- (e) If after testing a meter, the Service Provider is satisfied that the meter is not registering correctly, it shall render to the consumer a statement of account adjusted in accordance with 58.
- (f) The Service Provider shall have the right to test its metering equipment. If it is established by a test or otherwise that such metering equipment is defective, the Service Provider shall –
 - (i) in the case of a credit meter, adjust the account rendered
 - (ii) in the case of prepayment meters, render an account where the meter has been under-registering, or issue a free token where the meter has been over-registering; in accordance with (i).
- (g) In case of a dispute, the consumer shall have the right to request the Service Provider to have the metering equipment under dispute tested at his own cost by an independent tester, accredited by the South African Accreditation Services and the result of such test shall be final and binding on both parties.
- (h) Meters shall be tested in the manner as provided for in the applicable standard specifications.
- (i) When an adjustment is made to the electricity consumption registered on a meter in terms of (b) or (f), the adjustment must be based either on the percentage error of the meter as determined by the test referred to in (h) or on a calculation by the Service Provider from consumption data in the Service Provider's possession. Where applicable and where possible, due allowance must be made for seasonal or other variations that may affect the consumption of electricity.
- (j) If any omission, calculating, reading or metering error is discovered in respect of any account rendered to a consumer, the error shall be corrected in subsequent accounts.

Any such correction shall only apply in respect of accounts for a period of 36 months preceding the date on which the error in the accounts was discovered, shall be free of interest up to date on which the correction is found to be necessary, and shall be based on the actual tariffs applicable during the period under review.

- (k) Prior to the Service Provider making any upward adjustment to an account in terms of 59(i), the Service Provider must:
 - (i) notify the consumer in writing of the monetary value of the adjustments to be made and the reasons for the adjustment;
 - (ii) in the notice, provide sufficient particulars to enable the consumer to submit representations on the adjustment; and
 - (iii) in the notice, call on the consumer to provide the Service Provider with reasons, if any, in writing why the consumer's account should not be adjusted as notified, and these reasons must be submitted to the Service Provider within 7 days or within a longer period that the Service Provider may permit.
- (l) The Service Provider must consider any reasons provided by the consumer in terms of (k) (i) to (iii) and must, if satisfied that a valid case exists, adjust the account accordingly.
- (m) Should the consumer fail to make any representations during the prescribed period or should the Service Provider not be satisfied that a case exists for the variation of the account, the Service Provider is entitled to adjust the account as notified in terms of 59(k) (i).
- (n) If a duly authorized official of the Service Provider decides after having considered the representations made by the consumer that such representations do not establish a case warranting an amendment to the monetary value established in terms of 59 (i), the Service Provider shall be entitled to adjust the account as notified in terms of 59 (k) (i) subject to the consumer's right to appeal the decision of the Service Provider representative in terms of the Municipal Systems Act, Act 32 of 2000.
- (o) When the Service Provider is satisfied that a prepayment meter has ceased to register correctly, the prepayment meter must be replaced immediately and any credits still registered in favour of the consumer on the faulty meter must be carried over to the new prepayment meter.

60. Reading of Conventional Meters

- (a) The reading shown by a non-automatically read meter shall be prima facie proof of the electrical energy consumed and of the maximum demand during the meter reading period and an entry in the Service Provider's records shall be prima facie proof that the meter showed the reading which the entry purports to record.
- (b) For the purpose of recording the consumption of electricity, the reading of meters may be done electronically or manually depending on the type of installation.
- (c) Meters read electronically (automatic meter reading) shall be read at specified intervals (30 minutes) for a whole month depending on the number of days in the specific month.
- (d) The meter reading shown by an automatic meter reading meter is monthly based and not accumulative. Therefore, for recording purposes for an automatic meter reading meter the account for electricity supplied to any premises during any meter reading period shall be taken as follows: the consumption for the specific calendar month shall be added to the last reading shown on the account and such total shall be subtracted from the last recorded reading in the account to provide a consumption for accounting purposes; where maximum demand metering pertains, the demand shall also constitute a part of the meter reading.
- (e) In the case of manual meter reading the account for electricity supplied to any premises during any meter reading period shall be taken as the difference of the reading of the meter or meters thereon at the beginning and the end of such period and where maximum demand metering pertains, the demand shall also constitute a part of the meter reading. A multiplication factor will be applied to the reading where applicable
- (f) Unless otherwise prescribed, credit meters must be read at fixed cycles of approximately one month, and the fixed or minimum charges due in terms of the tariff must be assessed accordingly. The Service Provider shall not be obliged to affect any adjustments to the charges. The minimum number of meter readings per annum must be in accordance with the applicable standards specification.
- (g) If, at the request of a consumer, the meter is read by an authorised employee or contractor of the Service Provider at a time other than the date set aside by the Service

Provider for that purpose, a charge determined by the Service Provider shall be payable by such consumer for such reading.

- (h) If for any reason a meter cannot be read, the Service Provider may render an estimated account. The energy consumption shall be adjusted in a subsequent account in accordance with the actual energy consumption.
- (i) When a consumer vacates a property and a final reading is not possible, an estimation of the consumption may be made and the final account rendered accordingly.
- (j) No person may influence or try to influence or interfere with the metering process.

61. Prepayment Metering

- (a) No refund of the amount tendered for the purchase of electricity credit shall be given at the point of sale after initiation of the process by which the prepayment meter token is produced.
- (b) Copies of previously issued tokens for the transfer of credit to the prepayment meter may be issued at the request of the consumer.
- (c) When a consumer vacates any premises where a prepayment meter is installed, no refund for the credit remaining in the meter shall be made to the consumer.
- (d) The Service Provider shall not be liable for the reinstatement of credit in a prepayment meter lost due to tampering with, or the incorrect use or the abuse of, prepayment meters and/or tokens.
- (e) Where a consumer is indebted to the Service Provider for electricity consumed or for any other service supplied by the Service Provider (including rates) or for any charges previously raised against him/her in connection with any service rendered, the Service Provider may deduct a percentage from the amount tendered to offset the amount owing to the Service Provider, as set out in the section 4 of the agreement for the supply of electricity.
- (f) The Service Provider may, at its discretion, appoint vendors for the sale of credit for prepayment meters and shall not guarantee the continued operation of any vendor.

SECTION 7 ELECTRICAL CONTRACTORS

62. Electrical Contractors

In addition to the requirements of the regulations the following requirements shall apply:

- (a) Where an application for an new or increased supply of electricity has been made to the Service Provider the Engineer may at his discretion accept notification of the completion of any part of an electrical installation, the circuit arrangements of which permit the electrical installation to be divided up into well-defined separate portions, and such part of the electrical installation may, at the discretion of the Engineer, be inspected, tested and connected to the supply mains as though it were a complete installation.
- (b) The examination, test and inspection that may be carried out at the discretion of the Service Provider in no way relieves the electrical contractor/accredited person or the user, - or lessor, as the case may be, from his responsibility for any defect in the installation. Such examination, test and inspection shall not be taken under any circumstances (even where the electrical installation has been connected to the supply mains) as indicating or guaranteeing in any way that the electrical installation has been carried out efficiently with the most suitable materials for the purpose or that it is in

accordance with this by-law or the safety standard, and the Service Provider shall be held responsible for any defect or fault in such electrical installation.

- (c) The Service Provider shall not be held responsible for the work done by the electrical contractor/accredited person on a consumer's premises and shall not in any way be responsible for any loss or damage which may be occasioned by fire or by any accident arising from the state of the wiring on the premises.

CHAPTER 8 COST OF WORK

63. Cost of Work

The Service Provider may repair and make good any damage done in contravention of this by-law or resulting from a contravention of this by-law. The cost of any such work carried out by the Service Provider which was necessary due to the contravention of this by-law, shall be to the account of the person who acted in contravention of this by-law.

SECTION 8 PENALTIES

64. Penalties

- (a) Any person contravening or failing to comply with any provision of these by-laws shall be guilty of an offence and liable on conviction to a fine not exceeding R500 or, in default of payment, to imprisonment for a period not exceeding three months, and in the case of a continuing offence, to a further fine not exceeding R100 for every day during the continuance of such offence after a written notice from the Service Provider has been issued, or, in default of payment, to imprisonment for a period not exceeding 30 days, and for a second or subsequent offence liable on conviction to a fine not exceeding R5000 or, in default of payment, to imprisonment for a period not exceeding six months.
- (b) Every person committing a breach of the provisions of this by-law shall be liable to recompense the Service Provider as the case may be for any loss or damage suffered or sustained by it in consequence of such breach.
- (c) The occupier, as defined in section 1, shall be guilty of a contravention under section 26 unless he proves the contrary on a balance of probabilities.

65. Magistrate Court Jurisdiction

The Magistrate Court shall have jurisdiction in all matters pertaining to this By-Law.

66. Repeal of By-Laws

Title of By-Law	Extent of Repeal
Umjindi Electricity Supply By-Law promulgated under Provincial Gazette No: 1715, 8 September 2009	The whole
Mbombela Electricity Supply By-Laws promulgated under Provincial Gazette No:1371, 29 September 2006)	The whole

67. Commencement Date

These by-laws take effect on the date of publication thereof by the Service Provider by proclamation in the Provincial Gazette.