

# INDIVIDUAL CLIENT PREPAID VENDING AGREEMENT



This agreement comprises of two parts namely Part A: Important Information and Part B: General Terms and Conditions

## PART A: IMPORTANT INFORMATION

Terms and conditions contained hereinafter:

MidCity Utilities (Pty) Ltd, a private company duly incorporated in the Republic of South Africa with Registration No. 2014/115245/07 and chosen address as recorded above (including its agents, servants and subcontractors, if applicable)

(hereinafter referred to as the "service provider"),

subject to the acceptance thereof by the service provider, enters into an agreement with:

Name  Surname  Initials  Title

ID No.  Gender  Language

Tel (W)  Tel (H)  Cell No.

Alternative contact name & number

E-mail Address

Type of Residence  Building/Complex/Estate Name   Owner  Tenant

Residential Address  Billing Address  Same as residential address  Yes

Town  Town  Date of Service Required

Postal Code  Postal Code

(hereinafter referred to as the "customer"),

whom shall be held liable for payment to the purchase of electricity as explained in the attached Unipin guide.

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## PART B: TERMS AND CONDITIONS

### 1. GENERAL

1.1. Any reference to Kwela Power/ MidCity or any other known subsidiary, shall for the convenience sake refer to the same entity.

### 2. ELECTRICITY PURCHASE

The customer shall make payment of the electricity consumption by means of prepaid purchase options provided by MidCity Utilities as stipulated in the prepaid electricity purchase guides.

### 3. SERVICE FEE

3.1 Any service fee, **where applicable**, to be levied, including, but not limited to, RICA fees, cash deposits, capacity charges etc., will be deducted from the first top-up (purchase of electricity) of the month. Should you not top up in a given month your service fee deductions will accrue and will then be deducted on your next top-up.

3.2 A vending fees:

3.2.1 Point of Sale Vending: 7.5% (incl. VAT) will be levied on all purchases of prepaid electricity; i.e. garages, supermarkets et cetera.

3.2.2 PayFast: 0% vending / administrative fee. A link for this option is on our web portal; which can be accessed through a computer or any smart device.

### 4. INDEMNITY

If the customer fails to use the products or services for its intended purpose or in accordance with the service provider's instructions, the customer shall not be entitled to claim from the service provider any loss or damages incurred by any person as a result of such misuse.

### 5. SUPERIOR FORCES

Any delays or failure of performance under this agreement shall not constitute default on the part of the service provider or give rise to any claims for damages against the service provider if caused by decrees of Government, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, civil commotion, war rebellion or sabotage or other similar occurrences beyond the control of the service provider.

**The customer hereby acknowledges the contents of and accepts the Terms and Conditions recorded in this agreement.**

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Customer Name (Full name in Print)

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Customer Signature

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Date



A Division of  
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