

**CONTACT DETAILS**

Tel: +27 (12) 426 3400  
Email: [contracts@midcityutilities.co.za](mailto:contracts@midcityutilities.co.za)

**MIDCITY CORNER**

500 Jorissen Street,  
Sunnyside East,  
Pretoria

**POSTAL ADDRESS**

PO Box 4945,  
Pretoria,  
0001

**Service Requested:**

- Pre-paid Electricity
- Post-paid Electricity
- Water and Sanitation
- Debit order required

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

## UTILITY SUPPLY APPLICATION FORM

**DETAILS OF APPLICANT**

Full Name			
Identity / Passport No.			(copy to be attached)
Date of Birth			
Nationality			
Marital Status			
If Married: In Community of Property		ANC	Accrual System
Telephone (Home)	(Work)		(Fax)
(Mobile)	Email address/es		
Physical Address			
Postal Address			

**BANKING DETAILS**

Bank	
Branch & Code	
Account number	
Type of Account	

**EMPLOYMENT DETAILS**

Self-employed: YES / NO	Choose option
Occupation	
Current Employer	
Employer's address	
Period of employment	
Salary payment date	

**DETAILS OF SECOND APPLICANT**

Full Name		
Identity / Passport No	(copy to be attached)	
Date of Birth		

Nationality					
Marital Status					
If Married: In Community of Property		ANC		Accrual System	
Telephone (Home)		(Work)		(Fax)	
(Mobile)	Email address/es				
Physical Address					
Postal Address					

#### EMPLOYMENT DETAILS

Self-employed: YES / NO	Choose Option
Occupation	
Current Employer	
Employer's address	
Period of employment	

#### PROPERTY TO BE SUPPLIED WITH UTILITES

Building/Complex Name	
Unit Number	
Street Number	
Street Name	
Suburb	
City	

#### SUPPORTING DOCUMENTS TO BE ATTACHED WITH THIS APPLICATION

##### First Person

##### Second Person

RSA ID Document or Passport or CM29/COR39 & CM22/COR21 or Ck1 or Trust Deed & Letters of Authority		RSA ID Document or Passport or CM29/COR39 & CM22/COR21 or Ck1 or Trust Deed & Letters of Authority	
Proof of current address		Proof of current address	
Confirmation of Bank details (Deposit refunds require proof)		Confirmation of Bank details (Deposit refunds require proof)	
If you are a Tenant, attach a copy of the Lease Agreement		If you are a Tenant, attach a copy of the Lease Agreement	

I / we declare that the information we have given in this application form is true and correct to the best of my/our knowledge and that I/we have not failed to provide any information which, if the Landlord had known such information, would have not allowed the application to be successful.

The Applicant consents to and authorises MidCity Utilities (Pty) Ltd, or its nominee to:

- contact, request and obtain any information at any time and from any credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Applicant; and
- provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Applicant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Applicant's dealings with Khwela Power/ MidCity Utilities (Pty) Ltd, or its nominee.

## GENERAL TERMS AND CONDITIONS

### 1. Introduction

- 1.1 The Applicant/s undertakes to be bound by all applicable by-laws and regulations with respect to control and management of utilities (electricity, water and sanitation), as amended from time to time, by the applicable Local Supply Authority wherein the account is managed.
- 1.2 **The Applicant/s specifically instructs MIDCITY UTILITIES to terminate the supply of electricity and water without the necessity of obtaining a court order in the event that any amounts are not paid on due date, after 48 hours written notice.**
- 1.3 **The Applicant/s hereby chooses domicilia citandi et executandi for all purposes under this agreement at the address set out above. Any Notice, Account, Invoice, or communication ("Notice") mentioned herein may be sent to any of the addresses of the APPLICANT/S stipulated above; this includes the email address of the APPLICANT/S. Receipt or reading of said Notice is not a requirement. It must merely be proven by MIDCITY UTILITIES that the Notice was sent. Deemed receipt is thus unequivocally established by any proof of sending the Notice on the day and the hour of sending said Notice.**
- 1.4 A risk deposit is payable on or before the connection of the electricity supply as determined by MIDCITY UTILITIES in its sole discretion. MIDCITY UTILITIES shall be entitled to increase the risk deposit from time to time, in its sole discretion. MIDCITY UTILITIES reserves the right not to connect electricity or to disconnect electricity supply until such / any risk deposit has been paid.

#### The Process of Raising Risk Deposits Explained – Annual / Periodic Risk Deposit Reviews

When you receive your monthly bill, at any given time during your contract with MIDCITY UTILITIES, and note a risk deposit increase amount billed to the account please take note of the following.

1. We would have delivered a letter regarding the increase, emailed (if we have your email address), sent a sms and / or hand- delivered (to your unit / house / office).
2. SMSs would have been sent to your cell phone, Applicant/s's whose cell phone numbers are on our system; informing you of the increase in your risk deposit.
3. We have calculated your risk deposit increase based on your consumption over a 12x month rolling period. This gives a very fair average consumption over the lower and higher consumption months of the year (ie summer and winter).
4. The city council's bylaws regulate that a risk deposit equal to two month's average consumption is to be held on all utility consumption accounts.
5. The settlement of the risk deposit amount raised on your account is required in full, together with the billed month's actual consumption charges.

- 1.5 No interest is payable by MIDCITY UTILITIES to the Applicant/s on any money held as a risk deposit over the period of this contract. (this is also in accordance with the management of risk deposits by the Local Supply Authority in terms of their by-laws)
- 1.6 MIDCITY UTILITIES further reserves the right not to connect electricity or disconnect electricity if the applicable documentation is not in possession and confirmed by MIDCITY UTILITIES, i.e. documentation as required and listed on page three of this Agreement, where applicable.
- 1.7 MIDCITY UTILITIES or its subsidiaries or its collection agent is a registered Debt Collector, thus in the event that the Applicant/s defaults on the terms and conditions of this agreement, the Applicant/s shall be liable for all charges and legal costs pertaining to such default on the scale as between attorney and own Client. These charges will include costs for SMS Notifications, Email Notifications, Telephone Calls, and Disconnection Notifications as well as costs for payments made with the wrong reference number or the rental account.
- 1.8 Furthermore, MIDCITY UTILITIES are entitled to charge call outs fees should they be deemed, at the sole discretion of MIDCITY UTILITIES to be unnecessary. Unnecessary call outs include, but are not limited to there being a fault of trip in the living unit, there are no funds loaded to the meter and faulty wiring between the meter and the living unit. The last-mentioned example is specifically recorded herein as MIDCITY UTILITIES only takes responsibility for meter within the unit. Any connection or supply or cabling connecting the meter to the unit is not its responsibility to maintain or fix.
- 1.9 APPLICANT/S may ask for their meter to be tested at any time. Should there be no fault to the meter, the APPLICANT/S shall be liable for a testing fee of R1 000.00 plus VAT. All fees are subject to change annually without prior notification.
- 1.10 Payments made to wrong meter numbers or to the wrong account is entirely the fault of the APPLICANT/S. MIDCITY UTILITIES shall have no liability in this instance and is not obliged to attempt any swop, recourse or reversal. MIDCITY UTILITIES cannot in any way assist in recovering the errant payment.
- 1.11 MIDCITY UTILITIES will endeavour at all times to forward accounts, in writing, to the Applicant/s but the Applicant/s shall not be absolved from payment of any amounts due in terms hereof as a result of the fact that an account has not been received. Kindly refer to clause 1.3 herein for more information.
- 1.12 The APPLICANT/S shall be liable for interest on all arrear amounts at the rate of not more than 2% per month, calculated from the day that the account was due until date of payment.
- 1.13 All payments shall be allocated firstly towards outstanding interest, then towards outstanding capital in terms of water and electricity, and legal costs.

- 1.14 MIDCITY UTILITIES shall be entitled, in its sole discretion to allocate payments as it deems fit, with respect to the Applicant/s account.
- 1.15 Notification of termination of services must be received by MIDCITY UTILITIES in writing no less than 30 days before disconnection of services is required. MIDCITY UTILITIES reserves the right to levy an administrative fee on any account that is terminated with less than 30 days' notice, should this be required. The APPLICANT/S acknowledges that the Applicant/s may be liable for arrear electricity and water, where applicable, after vacation of the premises.
- 1.16 All outstanding amounts as of date of vacation must be paid by the Applicant/s within seven days of due date.
- 1.17 MIDCITY UTILITIES shall be entitled to blacklist the Applicant/s on the National Credit Bureau in the event of the account falling into arrears.
- 1.18 The account will consist of some of the following charges:  
**Commercial:** Capacity charge, Electricity consumed, Service demand fee, Water (and sanitation) consumed, Maximum demand and any charges as raised or permitted by council, administration, bank recovery and debt collection fees by Commercial and Residential.  
**Residential:** Electricity consumed, Sanitation consumed, Water consumed, Any common property utility consumption as required to be recovered through / by the Landlord of the property / building, administration, bank recovery and debt collection fees by Commercial and Residential.
- 1.19 The Applicant/s shall have no claim for damages of any nature or from whatsoever cause arising against MIDCITY UTILITIES and / or its agents, unless proven that MIDCITY UTILITIES acted in a negligent manner.
- 1.20 All accounts in terms hereof are payable by no later than the 4th day of each and every month. Under no circumstances will MIDCITY UTILITIES allow arrangements for the payment of arrears beyond the 4th day of each and every month.
- 1.21 Duplicate accounts may be obtained from MIDCITY UTILITIES's offices at the cost of R25.00, excluding VAT, per account per month – chargeable to the Applicant/s account.
- 1.22 The Applicant/s shall at all times ensure that meter readings may take place on an unobstructed basis and shall ensure that the meter is accessible at all times. Failure to attend hereto will result in termination of the water and / or electricity supply to the Applicant/s and / or the application of estimated averages on the consumption of whichever applicable utility.
- 1.23 MIDCITY UTILITIES in its sole discretion shall be entitled to cancel this agreement by the due provision of 48 hours written notice to the Applicant/s.
- 1.24 A Final Demand Notice, will be issued on each arrear account. The Notice will be issued 48 hours after payment due date, i.e. payment date is the 4th of each month A final demand fee of R150 (excl. VAT) will be charged and changed annually without prior notification.
- 1.25 Discontinued services shall be re-connected at a cost of R869.66 (excl. VAT) with respect to any disconnection. All fees are subject to change annually without prior notification.
- 1.26 The onus shall at all times remain on the Applicant/s to provide proof of payment of the Applicant/s account.
- 1.27 MIDCITY UTILITIES will recover any bank charges raised on payments received from our app, ATM and cash deposits fees. The preferred payment method is EFT.
- 1.28 MIDCITY UTILITIES will charge a once off contract fee of R250 (excl. VAT) for new applications.
- 1.29 MIDCITY UTILITIES's banking details with respect to all account payments are as follows:

Beneficiary	:	MidCity Utilities (Pty) Ltd
Bank	:	Nedbank
Branch	:	Pretoria
Branch Code	:	198765
Account No	:	1152236016
Reference No	:	Contact your credit controller for unique reference

### 2. Mandate

- 2.1 The Applicant/s hereby authorises MIDCITY UTILITIES to conduct meter reading services and / or to act as a reseller of such services with respect to water and electricity with effect from the date of signature of this agreement, where applicable.
- 2.2 The Applicant/s remains responsible for their own management and control of electricity and water consumption, where there is no obligation on MIDCITY UTILITIES to assist the Applicant/s regarding their excessive consumption.
- 2.3 MIDCITY UTILITIES will endeavour, as far as possible and if required at the cost of the Applicant/s, to assist the Applicant/s with the investigation into their excessive consumption on any utilities.
- 2.4 In the event that a dispute exists between the Applicant/s and MIDCITY UTILITIES, the APPLICANT/S shall continue to pay the amount billed by MIDCITY UTILITIES pending resolution of the dispute, which must be resolved by the parties within sixty days.

### 3. General Miscellaneous Provisions

- 3.1 Paragraph Headings:  
The paragraph headings to this agreement are for reference purposes only and do not bear upon the interpretation of the agreement.
- 3.3 Non-Waiver:  
Any relaxation of any of the terms of this agreement or any indulgence shown by either of the parties to the other, shall in no way prejudice the rights of such party and shall not be construed as a waiver or novation thereof.
- 3.4 Whole Agreement:  
This agreement constitutes the entire contract between the parties hereto and no amendment or consensual cancellation of this agreement or any provision or term thereof, and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of this agreement, shall be of legal efficacy save in so far as the same is reduced to writing and signed by the parties hereto.
- 3.5 Jurisdiction:  
The Parties hereby consent to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of this agreement notwithstanding the amount claimed or the nature of the claim, in no way derogating therefrom either party shall be entitled to institute action arising out of this agreement in any other court of competent jurisdiction.

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