

LOCAL AUTHORITY NOTICES

No. 52

TAMPERING

BY-LAW

MUNICIPALITY OF SENQU TAMPERING BY-LAW

BY-LAW RELATING TO THE PREVENTION OF TAMPERING WITH ELECTRICAL INSTALLATIONS AND/OR THE IMPROPER AND/OR UNAUTHORISED USE OF SUCH INSTALLATIONS

The Municipal Manager hereby publishes, in terms of Section 13 of the Local Government Municipal Systems Act, 2000 [Act 32 of 2000] read with Section 162 of the Constitution of the Republic of South Africa Act 1996 [Act 108 of 1996] the By-Law Relating to the Prevention of Tampering with Electrical Installations and/or the Improper and/or Unauthorised Use of such Installations which by-law shall come into operation on the date of publication thereof.

[1] Definitions

For the purpose of these by-laws, unless the context indicates otherwise

"Consumer" in relation to premises means:

[i] any occupier thereof or any other person with whom the Municipality has contracted to supply or is actually supplying electricity thereat; or

[ii] if such premises are not occupied, any person who has a valid existing agreement with the Municipality for the supply of electricity to such premises; or

[iii] if there is no such person or occupier, the owner of the premises;

"Credit meter" means a meter where an account is issued subsequent to the consumption of electricity;

"Electrical installation" includes any apparatus, main, meter, service connection, service protective device, metering device, network, cabling, token and/or equipment associated with or connected to an electricity supply to premises.

"Gender" any reference to the *one* gender shall include reference to the other

"Law" means any applicable law, proclamation, ordinance, act of parliament or enactment having force of law;

"Meter" means a device which records the demand and/or the electrical energy consumed and includes conventional and prepayment meters;

"Municipality" means the Municipality of Senqu, a local municipality established in terms of Section 12 of the Local Government: Municipal Structures Act 1998;

"Occupier" in relation to any premises means-*fa*] any person in actual occupation of such premises;

[b] any person legally entitled to occupy such premises;

[c] in the case of such premises being subdivided and let to lodgers or various tenants, the person receiving the rent payable by such lodgers or tenants, whether on his own account or as agent for an person entitled thereto or interested therein; or

[d] any person in control 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 premises 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 30 years, whether the lease is registered or not, the lessee thereof, or

[iii] beneficially occupied under a servitude or right analogous thereto, the occupier thereof;

[b] if the owner as hereinbefore defined-

[i] is deceased 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 of South Africa, or if his address is unknown to the Municipality, any person who as agent or otherwise receives or is entitled to receive the rent in respect of such property; and

[iii] if the Municipality 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;

"Premises" means any land or any building or structure above or below ground level and includes any vehicle, aircraft or vessel;

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

"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 any fuse or circuit breaker installed for the purpose of protecting the Municipality's equipment from overloads or faults occurring on the installation or on the internal service connection;

"Tariff" means the Municipality's tariff of charges for the supply of electricity and includes any fee, charge, levy and surcharge; and

"Tampering" Means any unauthorised interference with Council's supply, seals and metering equipment to cause damage to Council's property and to evade payment for services.

"Token" means the essential element of a prepayment metering system used to transfer information from a point of sale for electricity credit to a prepayment meter and vice versa;

[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.

[3] Headings and titles

The headings and titles in this by-law shall not affect the construction thereof.

[4] Provisions of Electricity Services

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

[5] Seals of the Municipality

The meter, service protective devices and all apparatus belonging to the Municipality shall be sealed or locked by a duly authorised official of the Municipality, and no person not being an Official of the Municipality duly authorised thereto shall in any manner or for any reason whatsoever remove, break, deface, or tamper or interfere with such seals or locks.

[6] Supply by agreement

No person shall use or be entitled to use an electricity supply from the Municipality unless or until such person shall have entered into an agreement in writing with the Municipality for such supply, and such agreement together with the provisions of this by-law shall in all respects govern such supply. If a person uses an electricity supply without entering into an agreement he shall be liable for the cost of electricity used at a tariff determined by the Municipality.

[7] Improper use

If a consumer uses the electricity for any purpose or deals with the electricity in any manner which the Municipality has reasonable grounds for believing interferes in an improper or unsafe manner or is calculated to interfere in an improper or unsafe manner with the efficient supply of electricity to any other consumer, the Municipality may, with or without notice, disconnect the electricity supply but such supply shall be restored as soon as the cause for the disconnection has been permanently remedied or removed. The fee as prescribed by the Municipality for the disconnection and reconnection shall be paid by the consumer before the electricity supply is restored, unless it can be shown that the consumer did not use or deal with the electricity in an improper or unsafe manner.

[8] Tampering with service connection or supply mains

[1] No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or metering equipment or service connection or service protective device or supply mains or any other equipment of the Municipality.

[2] Where prima facie evidence exists of a consumer and/or any person having contravened sub-section[1], the Municipality shall have the right to disconnect the supply of electricity immediately and without prior notice to the consumer. The consumer or person concerned shall be liable for all fees and charges levied by the Municipality from time to time for such disconnection.

[3] Where a consumer and/or any person has contravened subsection [1] and such contravention has resulted in the meter recording less than the true consumption, the Municipality shall have the right to recover from the consumer the full cost of his estimated consumption as assessed by the Municipality and in accordance with the applicable tariff of charges determined by the Municipality from time to time.

[4] This section does not derogate from the right of the municipality to institute criminal proceedings in accordance with any law against a consumer and/or any person who has contravened sub-section [1]

[9] Prevention of tampering with service connection or supply mains

If the Municipality 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 service protective device or meter or metering equipment, the consumer shall either supply and install the necessary protection or pay the costs involved where such protection is supplied by the Municipality.

[10] Unauthorised connections

No person other than a person specifically authorised thereto by the Municipality 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 of the Municipality.

[11] Unauthorised reconnections

[1] No person other than a person specifically authorised thereto by the Municipality 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 Municipality.

[2] Where the supply of electricity that has previously been disconnected is found to have been reconnected, the consumer using the supply of electricity shall be liable for all charges for electricity consumed between the date of disconnection and the date the electricity supply was found to be reconnected and any other charges raised in this regard. Furthermore, the Municipality reserves the right to remove part or all of the supply equipment until such time as payment has been received in full. In addition, the consumer will be responsible for all the costs associated with the reinstatement of such supply equipment.

[3] This section does not derogate from the right of the municipality to institute criminal proceedings in accordance with any law against a consumer and/or any person who has contravened sub-section [1]

[12] Right of admittance to inspect, test and/or do maintenance work

[1] The Municipality shall, through its employees, contractors and their assistants and advisers, have access to or over any property for the purposes of:

[a] Doing anything authorised or required to be done by the Municipality under this by-law or any other law;

[b] Inspecting and examining any service mains and anything connected therewith;

[c] Enquiring into and investigating any possible source of electricity supply or the suitability of immovable property for any work, scheme or undertaking of the Municipality and making any necessary survey in connection therewith;

[d] Ascertaining whether there is or has been a contravention of the provisions of this by-law or any other law, and

[e] Enforcing compliance with the provisions of this by-law or any other law.

[2] The Municipality shall pay to any person suffering damage as a result of the exercise of the right of access contemplated by subsection [1], except where the Municipality 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 Municipality and such person or, in the absence of agreement, as may be determined by arbitration or court of law.

[3] An employee of the Municipality authorised thereto by such Municipality 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

[1]-

[4] The Municipality 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 a state of war or the occurrence of any calamity, emergency or disaster.

[13] Refusal or failure to give information

No person shall refuse or fail to give such information as may be reasonably required of him by any duly authorised official of the Municipality or render any false information to any such official regarding any electrical installation work completed or contemplated or any unauthorised use of or tampering with any electrical installation.

[14] Refusal of admittance

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

[15] Right to disconnect supply

[1] The Municipality shall have the right to disconnect the supply of electricity to any premises if the person liable to pay for such supply fails to pay any charge due to the Municipality in connection with any supply of electricity which he may at any time have received from the Municipality in respect of such premises, provided that such disconnection shall take place in accordance with the provisions of the Credit Control Policy of the Municipality and upon the failure of the person concerned to adhere to the provisions of such policy and/or any agreement entered into between him and the Municipality in terms of such policy.

[2] In the case where an installation has been illegally reconnected on a consumer's premises after having been previously legally disconnected by the Municipality, or in the case where the Municipality'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.

[16] Non-liability of the Municipality

The Municipality 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 any other abnormality of the supply of electricity, unless caused by negligence on the part of the Municipality.

[17] Prima Facie Evidence

A certificate under the hand of the Municipal Manger reflecting the amount due and payable to the Council shall upon mere production thereof be accepted by any court of law as prima facie evidence of the indebtedness reflected therein.

[18] Service of notice

[1] Any notice or other document that is served on a person in terms of this by-law is regarded as having been served-

[a] When it has been delivered to that person personally;

[b] When it has been left at that person's place of residence or business in the Republic with a person apparently over the age of sixteen years;

[c] When it has been posted by registered or certified mail to that person's last known residential or business address in the Republic and an acknowledgement of the posting thereof from the postal service is obtained;

[d] If that person's address in the Republic is unknown, when it has been served on that person's agent or representative in the Republic in the manner provided by paragraphs [a], [b] or [c]; or

[e] If that person's address and agent or representative in the Republic is unknown, when it had been posted in a conspicuous place on the property or premises, if any, to which it relates.

[2] 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.

[3] Any legal process is effectively and sufficiently served on the Municipality when it is delivered to the Municipal Manager of the Municipality or a person in attendance at the Municipal Manager's office.

[19] 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.

[20] Penalties and Offences

[1] Any person who contravenes any provisions of this by-law shall be guilty of an offence.

[2] Any person who continues to commit an offence after notice has been served on him to cease committing such offence or after he has been convicted of such offence shall be guilty of a continuing offence.

[3] Uses or interferes with Council equipment or consumption of services supplied;

[4] Tamper or breaks any seal on a meter or on any equipment belonging to the Council, or for any reason as determined by the Chief Financial Officer causes a meter not to properly register the service used;

[5] Any person convicted of an offence under this by-law shall be liable to a fine or imprisonment for a period not exceed six months or to such imprisonment without the option of a fine or to both such fine and such imprisonment and, in the case of a continuing offence, to an additional fine not exceeding four hundred rands or additional imprisonment for a period not exceeding ten days or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day on which such offence is continued.

[6] Every person committing a breach of the provisions of this by-law shall be liable to recompens the Municipality for any loss or damage suffered or sustained by it in consequence of such breach.

[21] CONFLICT OF BY LAWS

If there is any conflict between these by-laws and any other by-law of the Council, these by-laws will prevail.