

Standard Terms and Conditions

1. The Services

Motla Utilities (Pty) Ltd Registration Number 1991/000337/07 and Motla Utilities Cape (Pty) Ltd Registration Number 1998/004414/07 is appointed by the Client to measure the consumption of electricity / gas / water by means of physical meter readings, electronically read meters (AMR or Smart) at regular intervals and calculate the respective charges for the prescribed and applicable Regulations and tariffs.

2. Definitions

THE COMPANY

means Motla Utilities (Pty) Ltd / Motla Utilities Cape (Pty) Ltd and includes its Sub-contractors and Agents.

THE CLIENT

shall mean that party instructing the Company to render the services alternatively the party at whose special instance and request the services are rendered.

METER READING RETURN

hereinafter referred to as a "return" means the document reflecting the reading(s) and charges calculated performed by the Company of the meter(s).

3. Reseller

Where the Client has requested the collection of any additional amount in excess of the Suppliers tariff, the recovery of such additional amount and the basis thereof must be set out in writing. The Client shall accept all liability for the accuracy and entitlement and legal basis for the recovery of such additional amounts.

Where the Owner / Body Corporate / Managing Agent manages its own tariffs:

The Body Corporate/Owner confirms that it is the Reseller of electricity/water.

- a. The Company acts as the agent of the owner / Body Corporate / Managing Agent, and is responsible for:
 - i. Advising the Owner / Body Corporate / Managing Agent on applicable tariffs
 - ii. Keeping a registry of tariffs used by the Owner / Body Corporate / Managing Agent
 - iii. Applying same and
 - iv. and in such instance indemnifies the Company against any claim of whatsoever nature arising from the application of such tariff.
- b. The Owner / Body Corporate / Managing Agent confirms that the Company has made it aware of its rights and obligations in terms of tariff application.

4. Delivery Of Return

The return shall be furnished by the Company to the Client in print or electronically.

5. Meter Accuracy

The Client acknowledges that the meter(s) to be read by the Company have not been supplied, calibrated or inspected by the Company and the Company accepts no responsibility for the accuracy / operation / correct operation of any meter to be read nor does the Company accept responsibility or any liability for the correct allocation of meters to any tenant or premises or any defective wiring in respect of any meter or premises. It shall be the responsibility of the Client to notify the Company of the correct allocation of meters / charges / premises / tenant and it shall be the responsibility of the Client to ensure that all meters are properly calibrated and are in proper working order and that the locality and designation or allocation of any meter is known to the Company.

6. No Liability

Whilst the Company undertakes to use its reasonable endeavours to ensure that all services rendered in accordance with the Agreement and expected of a meter reading enterprise are rendered timeously and accurately, no liability of whatsoever nature, unless the client can show otherwise e.g. gross negligence on the part of the Company, shall attach to the Company, its Employees, Agents, Sub-contractors, Partners for any mistake, error or omission nor does the Company in any way guarantee the correctness or accuracy of the return(s).

7. Indemnity

Unless otherwise contained herein the Client hereby indemnifies the Company against any loss of whatsoever nature that it may suffer as a result of any breach by the Client of any of the Terms and Conditions of this Agreement.

8. Waiver

The Client expressly waives and renounces any rights of whatsoever nature that it may have against the Company for any loss suffered by it as a result of any return or information supplied by the Company being incorrect / incomplete / inaccurate or late.

9. Meter Reading Fee

The meter reading fee is based on the location of the building / property and the number of meters to be read. Although the fee is set each year in January should the number of meters to be read increase or decrease the fee shall be adjusted accordingly.

10. Duration

The Contract between the Company and the Client for the services shall continue on an indefinite basis subject by termination by either party of not less than thirty (30) days written notice to the other.

11. Changes

Should the Client wish to correct any allocation of any meter / charges / designation / locality or any other aspect of a return, such change shall be conveyed by the Client to the Company in writing. In this regard it shall be the further obligation of the Client to advise the Company in writing of any buildings sold or any changes in the composition of the Client which may affect payment or the liability for payment of the Company's account. Should the Client fail to do so, the Client accepts that until such time as the Company has been notified in writing any liability for payment shall rest solely and exclusively with the Client. The Company shall endeavour to effect the changes requested within thirty (30) days of the date of written notification by the Client.

12. Access

The Client shall ensure that all meters are capable of being read by the Company at all times and without in any way limiting the generality of this obligation, the Client shall ensure that all meters and their locality meet the safety requirements of any Legislation and / or By-Laws and / or Conduct Rules of application. The Company shall not be obliged to read any meter in such locality where the Client is in breach of this obligation. Should the Client be in breach of it's obligations in terms hereof, the Company shall nonetheless be entitled to levy it's usual charges notwithstanding its inability to render a return or part thereof. In the event of a power disruption / electronic meter reading error (screen blank) a provisional reading for that date will be passed and at the next actual reading an adjustment will be made.

13. Terms

Unless specifically agreed in writing to the contrary, all amounts due to the Company shall be due and payable within thirty (30) days of the date of invoicing by the Company whereafter all outstanding amounts shall bear interest at the rate equal to 2% above the prime rate of interest charged by the Company's Bankers on overdrawn accounts.

14. Default

The Company shall be entitled to suspend, on such terms as it deems appropriate, the rendering of any or all services to the Client, without notice, in the event of the Client being in default of its obligations in respect of payment to the Company.

15. Set-off

The Client's obligations in respect of payment are absolute and are not subject to set-off or reduction for any reason.

16. Cession, Assignment and Delegation

The Company shall be entitled to cede, assign and / or delegate to any third party any or all of it's rights or obligations arising from this Agreement. The Client shall not be entitled to cede, assign or delegate any of its rights or obligations arising from this Agreement without the written consent of the Company.

17. Jurisdiction

The Company shall be entitled to institute any proceedings against the Client arising out of this Contract for the breach thereof in any Magistrate's Court having jurisdiction over the Client even though the cause of action or amount involved may exceed the jurisdiction of such Court. In such event the Client shall be liable for all legal costs on the Attorney and own Client Scale inclusive of collection commission and Tracing Agents fees incurred by the Company in enforcing it's rights hereunder.

18. Whole Agreement

These Terms and Conditions constitute the whole agreement entered into between the parties and no consensual cancellation or variation shall be valid unless reduced in writing and signed by the parties.

19. No Warranties

The Company has not given any Undertakings or Warranties or made any representations to the Client other than those which are specifically set out in the terms of the Agreement.

20. Domicillium

The parties chooses their respective domicillium citandi executandi for all purposes arising from the Agreement, the addresses as set out as advised or such other address as may be substituted by either party on written notice to the other from time to time. Notwithstanding this requirement, written notice or communication actually received by a party shall be adequate written notice or communication to it even though that such notice or notification was not sent to or delivered to the chosen domicillium citandi executandi.

21. Lien

The Company shall have a lien over all returns prepared but not yet delivered to the Client and the Company shall be entitled to hold the returns as security for payment of any amount due by the Client to the Company in terms of this Agreement. In this regard, should the Client be in breach of it's obligations in respect of payment of any amount due to the Company, the Company shall be entitled to withhold delivery of the meter reading returns until such time as payment has been effected to the Company.

22. Breach

Should the Client or the Company fail to comply with any of it's obligations arising from this Agreement or commit any act of insolvency or attempt to compromise with any of it's Creditors or allow any Judgment against it to remain unsatisfied, the Client or the Company shall have the right, without prejudice to any other right which it may have in law, to cancel the Agreement without any prior notice to the Client / Company, in which event the Client / Company shall pay direct to the Client / Company, on demand, any arrear amounts due on the date of cancellation together with any legal costs which may have been incurred.

23. VAT

The Client shall be liable for the payment of Value Added Tax (VAT) from time to time in respect of any amount due in terms of this Agreement or any other form of Tax that may be imposed and be payable in place of such VAT or in addition thereto.