



LIMPOPO PROVINCE
LIMPOPO PROVINSIE
XIFUNDZANKULU XA LIMPOPO
PROFENSE YA LIMPOPO
VUNDU LA LIMPOPO
IPHROVĪNSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu
Kuranta ya Profense • Gazethe ya Vundu**

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(E ngwadisitšwe bjalo ka Kuranta)

(Yo redzhistariwa sa Nyusiphepha)

Vol. 22

Extraordinary

**Ku katsa na Tigazete to
Hlawuleka hinkwato**

22 MAY 2015

22 MEI 2015

22 MUDYAXIHI 2015

22 MEI 2015

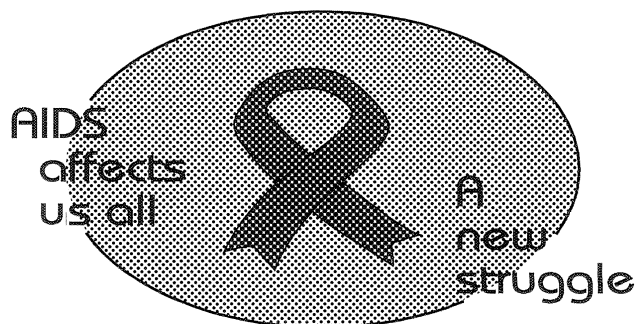
22 SHUNDUNTHULE 2015

No. 2511

Buitengewoon

**Hu tshi katelwa na
Gazethe dza Nyingo**

We all have the power to prevent AIDS



**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

**N.B. The Government Printing Works will
not be held responsible for the quality of
"Hard Copies" or "Electronic Files"
submitted for publication purposes**



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IMPORTANT

Information

from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.

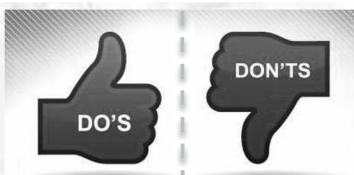
GPW Business Rules



1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format to the email submission address submit.egazette@gpw.gov.za. This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – _____)
7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za)
8. All re-submissions by customers will be subject to the above cut-off times.
9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

You are therefore advised that effective from **Monday, 18 May 2015** should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number **012- 748 6030** will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address submit.egazette@gpw.gov.za.



DO use the new Adobe Forms for your notice request. These new forms can be found on our website: _____ under the Gazette Services page.

DO attach documents separately in your email to GPW. (In other words, your email should have an Adobe Form plus proof of payment – 2 separate attachments – where notice content is applicable, it should also be a 3rd separate attachment)

DO specify your requested publication date.

DO send us the electronic Adobe form. (There is no need to print and scan it).

DON'T submit request as a single PDF containing all other documents, i.e. form, proof of payment & notice content, it will be **FAILED** by our new system.

DON'T print and scan the electronic Adobe form.

DON'T send queries or RFQ's to the submit.egazette mailbox.

DON'T send bad quality documents to GPW. (Check that documents are clear and can be read)



Form Completion Rules

No.	Rule Description	Explanation/example
1.	All forms must be completed in the chosen language.	GPW does not take responsibility for translation of notice content.
2.	All forms must be completed in sentence case, i.e. No fields should be completed in all uppercase.	e.g. "The company is called XYZ Production Works"
3.	No single line text fields should end with any punctuation, unless the last word is an abbreviation.	e.g. "Pty Ltd.", e.g. Do not end an address field, company name, etc. with a period (.) comma (,) etc.
4.	Multi line fields should not have additional hard returns at the end of lines or the field itself.	This causes unwanted line breaks in the final output, e.g. <ul style="list-style-type: none"> Do not type as: 43 Bloubokrand Street Putsonderwater 1923 Text should be entered as: 43 Bloubokrand Street, Putsonderwater, 1923
5.	Grid fields (Used for dates, ID Numbers, Telephone No., etc.)	<ul style="list-style-type: none"> Date fields are verified against format CCYY-MM-DD Time fields are verified against format HH:MM Telephone/Fax Numbers are not verified and allow for any of the following formats limited to 13 characters: including brackets, hyphens, and spaces <ul style="list-style-type: none"> o 0123679089 o (012) 3679089 o (012)367-9089
6.	Copy/Paste from other documents/text editors into the text blocks on forms.	<ul style="list-style-type: none"> Avoid using this option as it carries the original formatting, i.e. font type, size, line spacing, etc. Do not include company letterheads, logos, headers, footers, etc. in text block fields.



No.	Rule Description	Explanation/example
7.	Rich text fields (fields that allow for text formatting)	<ul style="list-style-type: none"> • Font type should remain as Arial • Font size should remain unchanged at 9pt • Line spacing should remain at the default of 1.0 • The following formatting is allowed: <ul style="list-style-type: none"> ○ Bold ○ Italic ○ Underline ○ Superscript ○ Subscript • Do not use tabs and bullets, or repeated spaces in lieu of tabs and indents • Text justification is allowed: <ul style="list-style-type: none"> ○ Left ○ Right ○ Center ○ Full • Do not use additional hard or soft returns at the end of line/paragraphs. The paragraph breaks are automatically applied by the output software <ul style="list-style-type: none"> ○ Allow the text to wrap automatically to the next line only use single hard return to indicate the next paragraph ○ Numbered lists are allowed, but no special formatting is applied. It maintains the standard paragraph styling of the gazette, i.e. first line is indented.
	e.g. 1. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. 2. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river. The quick brown fox jumps over the lazy river.	



You can find the **new electronic Adobe Forms** on the website _____ under the Gazette Services page.

For any **queries or quotations**, please contact the **eGazette Contact Centre** on 012-748 6200 or email info.egazette@gpw.gov.za

Disclaimer

Government Printing Works does not accept responsibility for notice requests submitted through the discontinued channels as well as for the quality and accuracy of information, or incorrectly captured information and will not amend information supplied.

GPW will not be held responsible for notices not published due to non-compliance and/or late submission.

IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

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LOCAL AUTHORITY NOTICE

LOCAL AUTHORITY NOTICE 47



MARULENG MUNICIPALITY

CREDIT CONTROL AND DEBT COLLECTION BY-LAW 2016

MARULENG LOCAL MUNICIPALITY**NOTICE****CREDIT CONTROL AND DEBT COLLECTION BY-LAW**

Notice is hereby given that in terms of section 13, of the Local Government: Municipal System Act 32 of 2000, the Maruleng Local Municipality has passed the by-law as set out below.

THE MARULENG LOCAL MUNICIPALITY**Credit control and debt collection by-law**

To give effect to the municipality's credit control and debt collection policy, its implementation and enforcement in terms of section 156(2) of the constitution of the republic of south Africa, 1996 and section 96 and 98 of the municipal system as at 2000, to provide for the collection of all monies due and payable to the municipality and to provide for matters incidental thereto.

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1. Definitions

(1) In this By-law, the context indicates otherwise-

“arrangement” means a written agreement entered into between the Municipal Manager and debtor where specific terms and conditions for the payment of a debt are agreed to;

“arrears” means any amount due and payable to the Municipality and not paid by the due date;

“board of directors”, in relation to a municipal entity, means the board of directors of the entity;

“board of director”, in relation to municipal entity, means the boards of directors of the entity;

“Municipal Manager” means the person appointed by the council as the municipal manager in terms of section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998, and who also is the Accounting Officer in terms of the Local Government: Municipal Finance Management Act, No 56 of 2003, or any other official delegated by him or her;

“council” means the council of the Municipality;

“council” means a member of the council:

“debt” means any monies owing to the municipality in respect of the rendering of municipal services, and includes monies owing in regard to property rates, housing, regional services Levies, motor vehicle registration and licensing, terminated leases, and any other outstanding amounts, inclusive of any interest thereon, owing to the municipality;

“debtor” means any person who owes a debt to the municipality;

“due date” means the final date on which a payment, as shown on the debtor’s municipal account, is due and payable;

“indigent debtor” means a debtor who meets certain criteria, as determined by the Municipality from time to time;

“interest” means a rate of interest, charged on overdue accounts, which is one percent higher than the prime rate, which is obtainable from any commercial bank on request, unless determined otherwise by the municipality, on capital, based on a full month and part of a month must be deemed to be a full month;

“municipality” means the Maruleng Municipality and includes any municipal entity established by such municipality;

“municipal entity” means any municipal entity as defined in section 1 of the Municipal System Act, No. 32 of 2000;

“official” means an “official” as defined in section 1 of the Local Government: Municipal Finance Management Act, no. 56 of 2003;

“policy” means the municipality’s credit control and debt collection policy;

“service” means “municipal service” as defined in section 1 of the System Act, and includes a function listed in Schedules 4B and 5B of the Constitution of the Republic of South Africa, 1996 and any other services rendered by the municipality;

“system Act” means the Local Government : Municipal System Act ,No 32 of 2000;

“third party debt collector” means any person or persons authorized to collect monies or institute legal proceedings against debtors, on behalf of the municipality;

“this By-law” includes the credit Control and Debt Collection Policy;

“total household income” or Household income” means the total formal and informal gross income of all people living permanently or temporarily on the property on which the account is based; and

“user” means a person who has applied for and entered into an agreement with the municipality for the supply of a service.

2. Duty to collect debts

All debt owing to the municipality must be collected in accordance with this by-law and the policy.

3. Provision of services

New application for services and the provision of new services must be dealt with as prescribed in this By-law and the policy.

4. Service agreement

Except as otherwise determined in terms of this By-law and the policy, no services may be supplied until an agreement has been entered into between the municipality and the user for the supply of a service.

5. Deposits

The municipality may require the payment of deposits for the provision of new services and the reconnection of services, or may adjust the amount of any existing deposit, as prescribed in this By-law and the policy.

6. Interest charges

The Municipality may charge and recover interest in respect of any arrear debt, as prescribed in this By-law and the policy.

7. Arrangements to pay arrears

- (1) The municipal Manager may make arrangement with a debtor to pay any arrear debt under conditions as prescribed in terms of this By-law and the policy.
- (2) Should any dispute arise as to the amount of the arrear debt, the debtor must nevertheless continue to make regular payments, in terms of the arrangement, until such time as the dispute has been resolved.

8. Agreement with a debtors employer

The Municipal Manager may

- (a) With the consent of a debtor, enter into an agreement with that person's employer to deduct from the salary or wages of that debtor-
 - (i) Any outstanding amounts due by the debtors to the municipality; or
 - (ii) Regular monthly amounts as may be agreed; and
- (b) Provide special incentives for-

- (i) Employers to enter into such agreement; and
- (ii) Debtors to consent to such agreements

9. Power to restrict or disconnect supply of service

- (1) The Municipal Manager may restrict or disconnect the supply of any service to the premises of any user whenever such user of a service_
 - (a) Fails to make payment on the due date;
 - (b) Fails to comply with an arrangement; or
 - (c) Fails to comply with a condition of supply imposed by the municipality;
 - (d) Tender a negotiable instrument which is dishonoured by the bank, when presented for payment.
- (2) The Municipal Manager may reconnect and restore full levels of supply of any of the restricted or discontinued services only-
 - (a) After the arrear debt, including the cost of disconnection or reconnection, if any have been paid in full and other condition has been complied with; or
 - (b) After an arrangement with the debtors has been concluded.
- (3) The Municipal Manager may restrict, disconnect or discontinue any service in respect of any arrear debt.

10. Recovery of debt

- (1) Subject to section 9 Municipal Manager , must, with regards to rates, and may , with regards to other debt-
 - (a) By legal action recover any debt from any person; and
 - (b) Recover debt from any organ of state with due consideration of the provision of chapter 3 of the constitution of the Republic of south Africa, 1996 and

May refers a debtor to third party debt collection agencies and have such debtor placed on the national credit rating list.

11. Recovery of costs

The municipal manager may recover the following costs, in instances where such costs are incurred by or on behalf of the Municipality:

- (a) Costs and administration fees where payments made to the municipality by negotiable instruments are dishonoured by banks when presented for payment;
- (b) Legal and administration cost, including attorney- and-client costs and tracing fees incurred in the recovery of debts;

- (c) Restriction disconnection and reconnection fees, where any service has been restricted or disconnected as a result of non-compliance with this By-law;
- (d) Any losses the municipality may suffer as a result of tampering with municipal equipment or meters; and
- (e) Any collection commission incurred.

12. Attachment

The Municipal Manager may, in order to recover debt, and as a last resort, approach a competent court for an order to attach a debtor's movable or immovable property.

13. Claim on rental for outstanding debt

The Municipal Manager may, in terms of section 28, of the Municipal Property Rates Act, no 6 of 2004, attach any rent, due in respect of any ratable property, to cover in part or in full any amount in respect of outstanding rates after the due date

14. Full and final settlement payment

- (1) Any amount tendered in defrayment of a debt, will be accepted at any cash receiving office of the municipality.
- (2) No offer of payment in full and final settlement of a debt, when such amount, must be accepted, unless confirmed in writing by the municipal manager
- (3) Notwithstanding subsection (2) the payment so offered must nevertheless be credited against the debtor's account without prejudice to the municipality rights.

15. Consolidation of a debtor's account

- (1) The municipal manager may-
 - (a) Consolidate any separate accounts of debtor
 - (b) Credit payment by a debtor against any account of the debtor; and
 - (c) Implement any of the measures provided for in this by-law and the policy

In relation to any arrears on any of the accounts of such debtor

- (2) Subsection (1) does not apply where there is a dispute between the Municipality and a debtor referred to in that subsection concerning any specific amount claimed by the municipality from that person.

16. Indigents

A debtor, who can prove indigence, will be dealt with as prescribed in the policy

17. Repeal of by-law

The By-law on credit control and debt collection, published, by the Maruleng Municipality council is hereby repealed

18. Delegation

The Municipal Manager may delegate any of his or her power in terms of this By-law or the policy to any employee or official of the Municipality and to any board member of a municipal entity subject to applicable legislation

19. Offences and penalties

Any person who-

- (a) Obstructs or hinders any councilor or official of the Municipality in the execution of his or her duties under this by-law or the policy;
- (b) Unlawfully uses or interferes with Municipal equipment or consumption of services supplied;
- (c) Tampers with any municipal equipment or breaks any seal on a meter;
- (d) Contravenes or fails to comply with the provision of this by-law or the policy; or
- (e) Fails to comply with a notice in terms of this By-law or the policy;

is guilty of an offence and liable on conviction to penalty.

20. Short title

This By-law is called the Maruleng Municipality Credit Control and debt collection by-law 2013.

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