

2.2 Property Type

Complex Residential Retail Commercial Industrial

Other / Description

3. Beneficiary Details

All monies collected by authorized retailers/agencies pursuant to the installation of the Prepaid Sub Electricity/Water meters, shall, after deduction of the commissions/service charges accruing to The Meter Man, be paid into the nominated beneficiary account, the particulars of which are as follows:

Account Holder

Bank Name

Account Type Cheque Savings

Account Number

Branch Name

Branch Code

 Pay Reference

Make sure that you give the correct account number and branch clearing code as we cannot undo, recall, fix or ask for repayment after acting on your payment instruction. **Please supply us with a bank stamped confirmation letter.** We do not check that the account number given by you belongs to the beneficiary named in this instruction. Please note it takes two business days for payments to reach other banks. We are also not responsible for other banks failing to process the transaction on the day they receive it.

Should the Applicant wish to change these details, he/she/agent shall notify the office of The Meter Man at 0861115612 or at, admin2@themeterman.co.za / support@themeterman.co.za before the 25th of any particular month, for implementation in the next month.

Signature of Applicant

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4. Application

The Applicant hereby makes application to The Meter Man for the installation of the Equipment as herein specified, and hereby accepts The Meter Man's standard terms and conditions as printed below. By signing this Application Form, the Applicant acknowledges receipt of a copy of the terms and conditions without any alteration to any clause contained therein. The Applicant hereby indemnifies The Meter Man, their agents and contractors, and agree not to hold them responsible for any loss, consequential loss or damage to property or injury to any persons, including invitees or guests, suffered or sustained as a result of any cause or consequence howsoever arising including any act or omission by The Meter Man their agents, contractors, servants or guests.

Signature of Applicant

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5. Terms and Conditions

1. DEFINITIONS:

In this agreement, unless the context indicates otherwise:

- 1.1. "Client" shall mean the person or entity signing the Application Form as "Applicant" above;
- 1.2. "The Meter Man" shall mean The Meter Man CC, Registration Number: CK 2008/016212/23;
- 1.3. "Consumer" shall mean the consumer of electricity/water at the Premises as described in the Application above, and who shall, unless otherwise proved to the satisfaction of The Meter Man, presumed to be the occupant/tenant of the Premises as described above;
- 1.4. "Body Corporate" shall mean the body corporate established in accordance with the provisions of the Sectional Titles Act 95 of 1986 in respect of the Complex identified above;
- 1.5. "Managing Agent" shall be the managing agent appointed by the Body Corporate to attend to the management of the Complex as identified above;
- 1.6. "Owner" shall mean the lawful owner of the Premises as defined in the Application above and his/her/its successors in title;
- 1.7. "Premises" shall mean the premises as described in the Application Form above;
- 1.8. "Equipment" shall mean the equipment as described in the Application Form above;
- 1.9. "System" shall mean the Equipment, functioning in accordance with the instructions as programmed thereon to monitor and manage the consumption of electricity/water at the Premises.
- 1.10. "Installation" shall mean that the electrical meter is to be installed adjacent to the distribution board, by diverting the supply cable entering the distribution board to the meter and back to its original position in the distribution board. Any additional electrical work will be for the owner's own cost. Installation "shall mean that the water meter is to be installed on the secondary side of the municipal water meter. Any additional plumbing will be for the owners own cost.

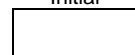
2. SERVICE TO BE RENDERED BY THE METER MAN:

The service being rendered by The Meter Man in terms of this Agreement shall be as follows:

- 2.1 The Meter Man shall attend to the installation of the Equipment at the Premises to serve as a mechanism whereby:
 - 2.1.1 the electricity/water consumption of the Consumer at the Premises can be measured, monitored and managed;
 - 2.1.2 the Consumer will be able to pay for his/her/its electricity/water consumption on a pre-paid basis, where the Consumer can pay over funds to authorized retailers and other authorized agencies, and in exchange for which the necessary credits will be loaded by The Meter Man onto the software system serving the Equipment, thus enabling the Consumer to use electricity/water at the prescribed rate as determined by the relevant Authorities/Local Authority/Electricity/water generator until the value of the credits that were thus loaded onto the system have been exhausted.
- 2.2 The purpose of the Equipment is not to replace any meter(s) that have been installed by the relevant Authorities. The Equipment is ideally suited for situations where the relevant Authorities supply electricity/water by means of one bulk supply meter to a sectional title or multi-unit complex where the electricity/water consumption of individual consumers need to be measured and managed, by both the owner/ lessor and the consumer of electricity/water at the particular unit. The Equipment is not recommended for use in for example free-standing residences where the owner is the only consumer of electricity/water at the residence as the Owner will continue to receive a single account form the Authority concerned. The Equipment can however be of effective use at such free-standing residences where components of the premises are made available to different consumers/tenants/occupiers whose electricity/water consumption need to be measured and/or billed for separately.

5. Terms and Conditions (Continued)

- 2.3 It is expressly recorded that The Meter Man is not a generator, supplier or distributor of electricity/water. Electricity/water is only generated, supplied and/or distributed by the relevant Authorities, and The Meter Man's function is only to supply and install the Equipment that can be used for the measuring, monitoring and management functions as herein described.
- 2.4 Although it will be possible for The Meter Man (unless otherwise specified) to arrange, whether on a remote control basis (the so-called "soft block"-basis) or by means of a physical attendance at the Premises to disconnect or to reconnect the supply of electricity/water to the Premises, it is nevertheless expressly recorded that the supply of electricity/water to the Premises is always subject to and dependent on the supply of electricity/water by the relevant Authorities to the Premises. The Equipment can therefore effectively isolate the Premises from the supply of electricity/water, or effectively reconnect the Premises to the supply of electricity/water, but the Equipment does not generate electricity/water itself. The Meter Man consequently does not accept any responsibility for the non-supply or interruption of electricity/water to the Premises due to circumstances outside its control, particularly in circumstances falling exclusively under the control of the relevant Authorities, and the Client/Owner therefore hereby indemnifies The Meter Man, and keeps it harmless against any claims from a Consumer/Occupant, user or any other person or party that may arise from such non-supply, interruption, power surge or any other activity not reasonably falling under the control of The Meter Man. The Owner/Client shall also ensure that when it makes the Premises available to a tenant, consumer, user or other occupant of same, that the provisions of this Agreement, and in particular this indemnity is brought to the attention of such person(s) and should the Owner/Client fail to do so, The Meter Man shall have the right to do so on behalf of the Owner/Client
- 2.5 The Meter Man shall in accordance with the instructions of the Owner/Client load the relevant electricity/water consumption tariff on the System according to which the Consumer will pay for his/her/its consumption of electricity/water at the Premises.
- 2.5.1 Although The Meter Man can provide the Owner/Client with guidelines regarding the prescribed electricity/water consumption tariff that can be charged to consumers of electricity/water at the Premises, it is nevertheless expressly recorded that:
- 2.5.2 The final responsibility to obtain the correct prescribed tariff rests with the Owner/Client who shall verify same with the relevant Authorities and inform The Meter Man thereof, who shall then load the tariff thus requested by the Owner/Client on the System, in accordance with such instructions from the Owner/Client.
- 2.5.3 No person is authorized to make profit from or to charge any consumer/occupant/tenant/user for the consumption of electricity/water at a rate or at an amount in excess of that expressly authorized by Law, and the Owner/Client shall be obliged to comply with such prescriptive requirements. Service providers such as The Meter Man is however entitled to charge a service fee as herein provided for the services as herein provided for.
- 2.5.4 The supply of electricity/water to the Premises and the operation of the Equipment shall at all times be subject to the relevant municipal by-laws and regulations, the Electricity Regulation Act, No. 4 of 2006, and all other relevant statutory provisions.
- 2.5.5 The Owner/Client shall not be entitled to levy any charge or impose any penalty on the Consumer in respect of the use of electricity/water, nor request The Meter Man to program the System to do so, save to the extent as allowed by the relevant Authorities and/or in accordance with the relevant prescriptive measures.
- 2.5.6 The Owner/Client shall be entitled to instruct The Meter Man to terminate the supply of electricity to the Premises due to the non-payment for electricity consumption by the Consumer, or the unauthorized tampering with the Equipment, or for any other lawful reason, and The Meter Man shall then act accordingly, subject to the indemnity provisions as provided for in paragraph 2.4 above, which shall then apply *mutatis mutandis*.
- 2.5.7 Except in instances where the Local Authority or the relevant authority expressly agrees to the removal of an existing municipal electricity meter, and the substitution thereof by the Equipment herein referred to, it is recorded that the Local Authority or the relevant authority concerned shall be entitled to disconnect the supply of electricity to the Premises in cases of the non-payment of the account(s) rendered by the authority concerned, and Owner/Client shall therefore ensure that the funds recovered by the relevant retailer/authorized agency from the Consumer when he/she/it purchases electricity shall be credited to the relevant account at the authority concerned.
- 2.5.8 The Local Authority shall not necessarily disconnect the electricity supply in instances where the system is programmed in such manner that the funds paid by the Consumer in respect of his/her/its electricity consumption does not accrue directly to the Authority concerned, but to another person/entity such as for example the Owner/Client himself, or the Body Corporate of a sectional title complex who continues to pay the Local Authority himself and who shall then be entitled to:
- Charge the Consumer accordingly; and
 - Continue to be liable to the relevant authority for the supply of electricity/water to the premises; and
 - Be entitled to disconnect the electricity in case of non-payment by the consumer.
- 2.5.9 The Owner/Client has an election to indicate whether the funds paid by the Consumer in respect of the purchase of electricity/water supply to the Premises is to accrue to:
- The relevant authority/electricity/water generator/licensee directly; or
 - The Owner/Client directly; or
 - The Body Corporate of the relevant sectional title complex concerned; or
 - Such other party/person as the parties hereby may agree upon.
- In the circumstances where the Owner/Client elects that the funds are to accrue to any of the parties as referred to in sub-paragraphs (b), (c) or (d) above, then the Owner/Client shall ensure that the relevant payments are still credited to the relevant account of the authority concerned, by the relevant party as referred to in the said sub-paragraphs (b), (c) and/or (d) above, as failure to do so will result in the relevant authority disconnecting the electricity, irrespective of whether or not the Consumer has made the necessary payments to the parties referred to in the said sub-paragraphs (b), (c) and/or (d) above or not.
- 2.5.10 The parties hereby acknowledge that The Meter Man is entitled, in respect of all instances that do not amount to an outright purchase of the Equipment (where no further involvement of The Meter Man is required) to:
- 2.5.10.1 Charge a fee/receive a commission in respect of the following services that may be rendered by The Meter Man:
- A third party vending fee of an amount not exceeding 4.98% of all funds collected by all super-vendors.
 - An administration fee not exceeding 6.02%
- This is a total of 11% of your purchase to drive the vending system as stated in the above.
- 2.5.11 In instances where the Applicant/Owner/Client elects to purchase the Equipment outright and where no further backup or involvement on the part of The Meter Man is required, ownership of the Equipment shall pass to the Owner/Client upon completion of installation of the Equipment and payment of the Purchase Price as stated in the Schedule above and The Meter Man shall thereafter, save for assistance such as warranty requirements as specified by the Manufacturer(s) of the Equipment, and the receipt of the commissions/service charges referred to in 2.5.10 above have no further involvement with the Equipment.
- 2.5.12 In instances where the Owner/Client requires backup or assistance from The Meter Man, ownership of the Equipment shall likewise pass to the Owner/Client upon completion of installation and payment of the Purchase Price of the Equipment, but The Meter Man shall continue to render the backup and/or support service as herein provided for, against payment of the fees/charges/commission as herein described. The Meter Man shall however only act and attend to the activation, monitoring, and/or disconnection of the Equipment after completion of the relevant application form and/or any such other documentation as may be prescribed by The Meter Man, by the particular consumer/occupant concerned.
3. **DURATION OF AGREEMENT:**
Save in the event of the outright purchases of the equipment where no continued involvement of The Meter Man is required, it is agreed that this agreement is not applicable. Where the full services of The Meter Man are required this agreement shall commence with effect from the date of installation of the equipment at the premises, and continue indefinitely until terminated by either party on one month's notice period, except in the event of a breach of the provisions of this agreement in which event the provisions of paragraph 5 shall apply.
4. **REPLACEMENT PROCEDURES:**
If the Equipment was supplied and installed by The Meter Man, and it becomes faulty due to technical reasons, a new meter will be installed free of charge, save in the event of the meter becoming faulty or being damaged as a result of tampering, interfering illegal operation, abuse or the use of the meter contrary to the instructions of the manufacturer concerned. In such circumstances, a new meter will be reinstalled by The Meter Man but be invoiced at the full replacement and installation cost thereof which will then be payable to The Meter Man by the Owner/Client of the Premises. The Owner/Client concerned shall make its own arrangements to recover any such expenses from the consumer/occupant/party that was responsible for the damage caused to the Equipment concerned directly. The Meter Man shall not be obliged to repair or to replace any faulty equipment that was not supplied or installed by The Meter Man, and its duty to replace faulty equipment only relates to equipment that was supplied and installed by The Meter Man itself, or by a contractor expressly authorized thereto by The Meter Man.
5. **BREACH:**
In the event of either party failing to comply with the provisions of this Agreement promptly and on due date, and remaining in fault for a period of 5 (five) days after dispatch to him/her/it of a notice to remedy such default, then the aggrieved party shall be entitled to either:
- 5.1 Cancel the Agreement and to recover such damages as it may have suffered; or
- 5.2 To claim specific performance in terms of the provisions of this Agreement.
6. **LIMITATION OF LIABILITY:**
- 6.1 The Meter Man shall not be liable to the Owner/Client for any delictual liability, loss, expense, claim, action or damage suffered or sustained by that party, or any other party, howsoever arising, unless such liability, loss, action, expense, claim or damage arises out of or pursuant to an intentional or grossly negligent wrongful act or omission of The Meter Man.



5. Terms and Conditions (Continued)

- 6.2 The Meter Man shall not be liable to the Owner/Client or any other party, in any circumstances whatsoever for any indirect, contingent or consequential loss sustained or incurred by such party howsoever arising, and of whatsoever nature, including but not limited to loss of profits, whether or not both parties or either party contemplated such losses or damages at any time.
- 7. **VARIATION, CANCELLATION AND SIGNATORIES:**
No agreed cancellation of this Agreement and no variation of, addition to or deletion of a provision in this Agreement or any of its terms and clauses including the provision contained in this clause, shall be effective unless reduced to writing and signed by the parties.
- 8. **INDULGENCE:**
No indulgence(s) granted or relaxation(s) allowed by a party shall constitute a waiver or novation of any of that party's rights under this Agreement. Accordingly that party shall not be precluded, as a consequence of having granted such indulgence(s) or relaxation(s), from exercising its rights against the other which may have arisen in the past or which may arise in the future.
- 9. **SEVERABILITY:**
Should any provision of this Agreement be determined to be unenforceable or invalid by any court of law, arbitrator or competent governmental body for any reason, such provision shall be deemed to be severable from this Agreement and all other provisions shall continue in full force and effect.
- 10. **VIS MAJOR:**
The Meter Man shall not be liable to the Owner/Client or any other party, for any failure, delay or default in the performance of its obligations under this Agreement, if and to the extent that such failure, delay or default is caused by *vis major*, including (without detracting from any other events covered by the rules and principles relating to *vis major*), *casus fortuitous*, act of God, strikes, lock-out, fire, riot, flood, drought, state of emergency, inability to secure power, materials or supplies, embargoes, export control, international authority, any requirements of any Authority or other competent Local Authority, war (whether declared or not), civil disturbance, any circumstances beyond its reasonable control, Court order, or failures, shortages, interruptions or fluctuations in electrical power or communications.
- 11. **DOMICILIUM:**
 - 11.1 The parties choose as their respective *domicilium citandi et executandi* ("domicilium") and for the delivery of all notices arising out of this Agreement or its termination or cancellation, their respective addresses set out in the Schedule forming part of this Agreement.
 - 11.2 Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa, that is not a post office box or post restante.
 - 11.3 Any notice given and any payment made by any party to any other ("the addressee") which:
 - Is delivered by hand during normal business hours of the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium shall be deemed, unless the contrary is proved by the addressee to have been received on the fifth day after the date of posting;
 - Is sent by telefax shall be deemed, until the contrary is proved by the addressee, to have been received on the BUSINESS DAY following the date that the telefax was transmitted.
 - No provision of this domicilium clause shall be taken as affecting the validity of any notice which is actually received by any party, whether at its domicilium or not, and whether delivered in terms of the express provisions of this domicilium clause or not and any notice which is actually received by any party shall be deemed to be validly given.
- 12. **ENTIRE CONTRACT:**
This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and no terms, conditions, warranties, representations or undertakings shall be of any effect between the parties unless expressly contained herein.
- 13. **NO SET-OFF:**
The Owner/Client shall not be entitled to set off any amounts actually or allegedly owing by The Meter Man against any monies owing in terms of this Agreement.
- 14. **GENERAL:**
 - A Certificate signed by the Financial Manager of The Meter Man, whose appointment need not be proved, shall be *prima facie* proof of the Owner's/Client's indebtedness to The Meter Man, and shall be sufficient to enable The Meter Man to obtain Judgment against the Owner/Client in any Court having jurisdiction in terms hereof.
 - Should it become necessary for The Meter Man to incur legal costs to enforce its rights in terms of this Agreement, then it shall be entitled to recover such costs, including attorney and own client costs as well as collection commission from the Owner/Client.
 - The Owner/Client hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that the claim concerned may otherwise exceed the jurisdiction of such Court.

Signature of Applicant

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Rental agent if applicable (pp)

6. Contract Department (Office use only)

Approved by contract department Full Name

Date Time

7. Finance Department

The Meter Man offers owner/client the option to finance their meters. If the owner/client is interested in Financing the meters, the owner/client will then in collaboration with a finance house have the option to pay for the meters over a period to be determined.

Please note: The Finance option will only be available for invoices exceeding R15 000.

Yes, I do require a finance option.

No, I do not require a finance option.

Signature of Applicant

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Initial

FICA REQUIREMENTS**INDIVIDUALS**

- **Identity Document** or valid **Passport** (i.e. which has not expired).
- **Proof of Installation address eg. Municipal/Levy statement or An Account or Correspondence** not older than three months on which the client's name and transfer letter for new owners physical address is indicated, i.e. a **telephone account, proof of salary, , insurance document, television license, and motor license document**, etc.
- **Bank stamped confirmation letter or one month's bank statement.**

TRUST

- The **Master's Letter** or **Letters of Authority**.
- **Identity Document** or valid **Passport** of each serving trustee.
- **Signed Trust Resolution** confirming that person may act on behalf of the Trust.
- **Proof of Installation address eg. Municipal/Levy statement or An Account or Correspondence** not older than three months on which the client's name and transfer letter for new owners physical address is indicated, i.e. a **telephone account, proof of salary, , insurance document, television license, and motor license document**, etc.
- **Bank stamped Confirmation letter or one month's bank statement.**

CLOSE CORPORATION - CC

- **Founding Statement** and **Certificate of Incorporation (CK1)**.
- **Amended Founding Statement (CK2)**.
- **Identity Document** or valid **Passport** (i.e. which has not expired) of each serving member of the close corporation, i.e. which is currently a member.
- **Proof of Installation address eg. Municipal/Levy statement or An Account or Correspondence** not older than three months on which the client's name and transfer letter for new owners physical address is indicated, i.e. a **telephone account, proof of salary, , insurance document, television license, and motor license document**, etc.
- **Bank Stamped Confirmation Letter or One month's bank statement.**

COMPANY IN TERMS OF OLD COMPANIES ACT – (Pty) Ltd

- **Certificate of Incorporation (CM1.CM2 and or CM3)**.
- **Certificate to Commence Business (CM46)**.
- **Memorandum of Association and Articles of Association (CM4 and CM44)**.
- **Identity Document** or valid **Passport** (which has not expired) of each serving director, which has been appointed in this company.
- **Notice of Registered Office and Postal Address of Company (CM22)**. The last mentioned two documents must be the latest version issued by the Registrar of Companies, must be endorsed by the Registrar and furthermore signed by the Company Secretary.
- **Identity Document** or valid **Passport** of each **official** which is authorized to act on behalf of the company and each **chief executive officer** and each shareholder which has more than 25% shares in the company.
- Signed Resolution confirming that person may act on behalf of the Company.
- **Proof of Installation address eg. Municipal/Levy statement or An Account or Correspondence** not older than three months on which the client's name and transfer letter for new owners physical address is indicated, i.e. a **telephone account, proof of salary, , insurance document, television license, and motor license document**, etc.
- **Bank stamped confirmation letter or one month's bank statement.**

COMPANY IN TERMS OF NEW COMPANIES ACT – (Pty) Ltd

- **Notice of Incorporation (CoR 14.1)**
- **Registration Certificate (CoR 14.3)**
- **All Notices of Change of Directors (CoR 39)**
- **Latest Registered Address (CoR 21)**
- **Utility Bill not older than three months reflecting the company's business address**
- **Identity Document** or valid **Passport** (which has not expired) of each serving director, which has been appointed in this company
- **Identity Document** or valid **Passport** of each **official** which is authorized to act on behalf of the company and each **chief executive officer** and each shareholder which has more than 25% shares in the company.
- Signed Resolution confirming that person may act on behalf of the Company.
- **Proof of Installation address eg. Municipal/Levy statement or An Account or Correspondence** not older than three months on which the client's name and transfer letter for new owners physical address is indicated, i.e. a **telephone account, proof of salary, , insurance document, television license, and motor license document**, etc.
- **Bank stamped confirmation letter or one month's bank statement.**
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MANAGING / RENTAL AGENT / BODY CORPORATE/ PA (if you are acting on behalf of the client we require the additional documents)

- **Identity document of Managing/Rental agent/body corporate representative/PA.**
- **Letter of Authority – Email from client giving managing/rental agent/body corporate/ PA permission to handle the account.**
- **Signed mandate or rental agreement between client and rental/managing agent.**