

**HOMEOWNER'S ASSOCIATION OF
PINE HAVEN COUNTRY ESTATE**

Reg. No. 2003/00534/08 (section 21)

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HOMEOWNERS ASSOCIATION OF PINEHAVEN COUNTRY ESTATE (PTY) LTD

AGREEMENT FOR THE SUPPLY OF ELECTRICITY

Stand / Unit Number:

Application Date:

Date of Occupation:

Owner Name:

Tel. No (Work):

Tel. No. (Home):

Mobile No:

E Mail:

Postal Address:

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Postal Code:

(Copy of ID must be attached)

It is hereby agreed between the owner and Pinehaven Country Estate Homeowners Association as follows:

1. It is agreed and placed on record that a deposit of R2,450.00 is payable in respect of any electricity services. The owner agrees that a connection fee of R650.00 is payable upon connection of new services which is included in the R2,450.00 deposit and is not refundable. Only the deposit of R1,800.00 is refundable, subject to payment of all outstanding amounts.
2. The parties agree that a new connection fee and/or deposit will be charged even if the electricity of the previous occupant of the Unit/Stand has not been disconnected as a result of immediate occupation.
3. The parties agree that if an owner moves out of the unit/stand and wants the electricity supply to be disconnected, the said owner will inform the Pinehaven Country Estate Homeowners Association in writing of the intended disconnection of the electricity services.
4. If Pinehaven Country Estate Homeowners Association has not been informed beforehand, an estimated reading of electricity consumption based on the average consumption of the preceding six months will be applicable for

5. Generating a closing account. The owner will be liable for the outstanding account until such time as the written notification of cancellation as set out herein above has been received.
6. A closing account fee of R60.00 will be charged to the owner's account upon cancellation of services.
7. A refund of the deposit will only be paid out to the owner one month after cancellation of services. The parties agree that any outstanding accounts must be settled in full before any deposits will be refunded to the owner. Any outstanding amounts may be set off against the deposit.
8. All electricity accounts are payable by the 1st day of every month.
9. If an account or any outstanding amounts of previous months is not paid by the 7th day of every month, an administration fee of R75.00 per month will be charged to the account, until such time as the account has been paid up to date by the owner.
10. If a unit/stand has been handed over for disconnection due to non-payment, a disconnection fee of R400.00 will be charged to the owner/tenant's account. Upon reconnection a reconnection fee of R400.00 will be charged to the owners account.
11. The parties agree and place on record that in the event that a unit/stand was disconnected for non-payment, and is reconnected unlawfully for any reason by any unauthorized party, a penalty charge of R4 000.00 will be charged to the owner's account for every unlawful re-connection.
12. If it appears that a meter of a unit/stand may be faulty, the owner may apply in writing for the meter to be tested by the authorized electrician of Pinehaven Country Estate Homeowners Association. A fee of R500.00 will be charged for the testing of any electric meter which is not faulty. In the event that a fault in the meter is detected the R500.00 fee will not be charged to the owner.
13. In the event that the authorized electrician of Pinehaven Country Estate Homeowners Association is called out in respect of a disruption of electricity supply. If it is found that the fault is related to the DB board or wiring inside the unit/stand, a call out fee of R500.00 will be charged to the owner's account. The above call out fee will not be charged if the fault relates to electricity supply up to and including the distribution box outside the unit/stand.
14. Pinehaven Country Estate Homeowners Association does not accept any liability whatsoever in respect of the call out costs of electricians not authorized by Pinehaven Country Estate Homeowners Association. All such costs will be for the private account of the owner.
15. Electricity costs will be increased as the tariff from NERSA are increased from time to time. It is also agreed and placed on record between the parties that the deposits will increase as the tariffs from NERSA increases from time to time.
16. The owner agrees to abide by all the municipal bylaws and regulations of Mogale City Local Municipality regarding the use and consumption of electricity.
17. The parties agree and place on record that tampering with electricity equipment of the Greater Pinehaven Township constitutes a criminal offence and may lead to criminal prosecution and/or civil damages claims.
18. The parties agree and place on record that it is a criminal offence to tamper with any meter or the installation thereof. Tampering with a meter may lead to criminal prosecution and/or civil damages claims.

- 19. The parties agree and place on record that periodical meter inspections will be conducted by an authorized inspector from time to time.
- 20. It is agreed and placed on record between the parties that in the event that an account is not paid on or before the 1st day of every month the owner shall be in breach of this agreement and Pinehaven Country Estate Homeowners Association shall be entitled to immediately disconnect electricity supply to said owner's unit or stand. It is furthermore agreed and placed on record between the parties that accounts not paid by the 1st day of every month may be handed over to the attorneys acting for Pinehaven Country Estate Homeowners Association for collection.
- 21. The parties agree that Pinehaven Country Estate Homeowners Association shall be entitled to recover all costs relating to the collection of outstanding amounts including attorney fees at attorney and client scale.
- 22. The parties hereto agree to the jurisdiction of the Magistrate's Court of Krugersdorp in respect of any dispute that may result from the provisions of this agreement.

I, , hereby declare that I have read and understand the contents of the agreement above and also confirm and choose the above address as my chosen domicilium citandi et executandi.

DATED AT KRUGERSDORP ON THIS THE DAY OF 20.....

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OWNER

.....
For and on behalf of PINEHAVEN COUNTRY ESTATE HOMEOWNERS ASSOCIATION
(duly authorized thereto)

As witnesses:

- 1.
- 2.

KINDLY HAND DELIVER THE COMPLETED AGREEMENT TO THE ESTATE MANAGER'S OFFICES WITHIN SEVEN (7) DAYS AFTER HAVING RECEIVED THE AGREEMENT OR FAX TO 086 637 7638 OR E-MAIL TO empinehaven@telkomsa.net.

KINDLY NOTE THAT ELECTRICITY SUPPLY WILL BE SUSPENDED TO OWNER/TENTANT'S WHOSE SIGNED AGREEMENTS ARE NOT RECEIVED WITHIN SEVEN (7) DAYS FROM DATE OF DELIVERY.