

COVID-19 DEBT RELIEF SCHEME



The KwaDukuza Municipality's Covid-19 Debt Relief Scheme ["the scheme"] is an incentive for existing debtors. If complied with fully, it will result in all interest and administration charges being reversed, resulting in substantial savings for debtors.

PARTICIPATION IN THE SCHEME IS SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

- The scheme applies only to outstanding and arrear debts for municipal rates and service charges (refuse charges and electricity charges). It does not apply to service installation fees, service connection fees, demand based component charges, tampering and other infringement charges in terms of the Municipal Bylaws and Policies, disconnection charges, and reconnection charges.
- The scheme excludes participation by and is not available to other organs of State and Government Departments.
- The scheme commences from 01 September 2021 and ends on 17 June 2022 of which the final settlement must appear in the municipality's primary bank account on 17 June 2022. For the purpose of clarity: in the case of debtors who commenced participation in the scheme prior to 17 June 2022, such debtors will have to make their final payment by no later than 17 June 2022. Similarly, those debtors who commence participation in the scheme on 17 June 2022 must settle the quotation amount and any current billings by no later than 17 June 2022. No applications will be considered after 17 June 2022.
- To participate in the scheme, debtors are required to complete a Covid-19 Debt Relief Scheme application form. This application form can be obtained from the Municipality's Finance Departments in Kwa Dukuza and Ballito, or by written request via email to C19debtreliefscheme@kwadukuza.gov.za. The duly completed and signed application form must be returned to the said Finance Department offices. No participation in the scheme will be permitted and / or be valid without a duly completed and signed application form.
- Only the registered owner(s) of the property can participate in the scheme and sign the application form and the resultant quotation. Where the property is owned by: more than one person, a close corporation, a company, a trust, or a deceased estate, appropriate documents authorizing one person to sign the application form and quotation must accompany the application form. These documents can be obtained from the Municipality's Finance Departments in Kwa Dukuza and Ballito, or by written request via email to C19debtreliefscheme@kwadukuza.gov.za.
- If a debtor owns more than one property, separate applications must be completed and submitted for each property.
- Within 72 hours of receipt of a duly completed and signed application form, the Municipality will provide a written quotation to the debtor. If the debtor does not receive such quotation within the said 72-hour period, the onus is on the debtor to follow up in writing on this.
- An initial payment of fifteen percent (15%) of the outstanding debt ("the capital") must be made within 72 hours of acceptance of the quotation by the debtor, with the balance of the capital to be paid on or before 17 June 2022, and with the debtor to provide proof of payment to the Finance Department. Only the Chief Financial Officer ("CFO") or the Municipal Manager of the Municipality, or any other official duly authorised in writing by the CFO or the Municipal Manager, can, at their discretion, waive or vary compliance with the condition that an initial payment of fifteen percent (15%) of the outstanding debt must be made. Any debtor who requires waiver and / or variation of such condition, must submit a written motivation in this regard. There is no obligation on the CFO or the Municipal Manager or any official duly authorised by them to waive and / or vary the requirement of the initial payment, or to provide reasons for their decision.
- In addition to the capital payable, which relates only to the outstanding debt as at date of quotation, the debtor is also liable to pay on a monthly basis the current account / monthly billings, which accrue on the due dates thereof.
- Debtors handed over to the Municipality's attorneys for collection must settle all the items in the quotation provided, including the Municipality's legal costs on an attorney and client scale. This does not affect such debtor's rights to query the legal costs: such debtors can request taxation of the legal costs only after the final payment in terms of the quotation have been made. Should the taxed legal costs be less than the amount of costs raised in the quotation, the debtor's account will be credited accordingly. In the event that the taxed legal costs exceed the legal costs in the quotation, the debtor's account will be debited for such additional legal costs. All payments are to be made directly to the Municipality.
- A debtor who is defending / opposing an action / application instituted by the Municipality or a debtor who has instituted an action / application against the Municipality and who wishes to partake in the scheme must deliver a notice of withdrawal of defence (where an action or application has been instituted by the Municipality) or a notice of withdrawal of the action / application (where the debtor has instituted an action or application against the Municipality) embodying a consent to judgment and a consent to pay the Municipality's legal costs on an attorney and client scale ("the notice of withdrawal") together with the signed quotation. The Municipality may, at its sole discretion, further require a written agreement to be concluded. Only the Municipality's standard notice of withdrawal may be utilized without any amendments or alterations. If no notice of withdrawal accompanies the signed quotation, such debtor will not be able to participate in the scheme. The notice of withdrawal may be obtained from the Municipality's Finance Departments in Kwa Dukuza and Ballito, or by written request via email to C19debtreliefscheme@kwadukuza.gov.za.
- Debtors who participated in the previous Debtors Incentive Scheme but failed to meet their obligations are excluded from participation in this scheme. Only the Chief Financial Officer ("CFO") or the Municipal Manager of the Municipality, or any other official duly authorized in writing by the CFO or the Municipal Manager, can, at their discretion, waive or vary compliance with this condition. Any debtor, who requires waiver and / or variation of such condition, must submit a written motivation in this regard. There is no obligation on the CFO or the Municipal Manager or any official duly authorized by them to waive and / or vary this condition, or to provide reasons for their decision.
- Full and proper compliance with the above terms and the quotation provided will result in a one hundred percent (100%) writing-off of the interest and administration charges contained both in the quotation as well as interest raised on the account from the date of the quotation until the date of final payment.
- Non-compliance with any of the terms of the scheme will entitle the Municipality to proceed further against the debtor for the full amount outstanding at the time (that is, without any write-off of any interest and administration charges), without notice.
- The scheme is not a novation of any action instituted by the Municipality and / or of any judgment obtained by the Municipality against the debtor.
- The Municipality is not bound by any mistake made by any of its officials in accepting an application when such application should not have been accepted and / or in providing a quotation to a non-qualifying debtor. In such instances, the Municipality can, at any stage when such mistake is discovered, reject the application and / or revoke any quotation provided, with the debtor's participation in the scheme to be terminated. If the mistake is discovered after the scheme has ended, the debtor will still be liable for any amounts due to the Municipality as a result of such mistake.
- The Municipality is not bound by any errors or omissions made in any quotation provided by any official. Where any errors or omissions have been made, the Municipality reserves its right to correct such errors or omissions, and debtors are obliged to comply with any amended quotation provided.
- The Municipality may, at its discretion, refuse participation in the scheme by any debtor and can also terminate any debtor's participation in the scheme at any stage whilst the scheme is in force.
- No variation and / or amendment of any of the above terms and conditions, including any variation and / or amendment of this clause, and including the terms and conditions contained in the application form and in the quotation, shall be valid unless such variation and / or amendment is reduced to writing and signed by both the debtor and the Municipality, duly represented by the CFO or the Municipal Manager or any official duly authorised in writing by the CFO or the Municipal Manager.
- All debtors shall produce their electricity meter numbers and all municipal accounts in their names, when they apply for the incentive scheme.

