

## **WATER SUPPLY SERVICES BY-LAWS**

**City of Mbombela being a Water Services Authority as defined in the Water Services Act 108 of 1997 (“the Service Authority”) hereby publishes the water supply services by-laws set forth hereinafter, which have been made by the Service Authority in terms of section 21 of the Water Services Act 108 of 1997.**

**These by-laws took effect 31 October 2003, and are amended as indicated with effect from the date fixed by the Water Services Authority by Proclamation in the Provincial Gazette [... 2016]**

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## CHAPTER I

### GENERAL PROVISIONS

#### 1. Definitions

For the purpose of these by-laws, any word or expression to which a meaning has been assigned in the Water Services Act 108 of 1997 and the Local Government: Municipal Systems Act 32 of 2000 shall bear the meaning so assigned to it in these by-laws and, unless the context otherwise indicates –

“**apparatus**” means any equipment, tool, device, meter, connection, system or network, service connection, service protection device, articulation network, communication pipe, supply mains, or part thereof, supplied or used in the supply, distribution or conveyance of services or the measurement or consumption of services;

“**authorized personnel**” means any employee, agent, sub-contractor, or representative of a Service Provider or any person duly authorized by the Service Provider to perform any function under these by-laws;

“**breach**” shall include damage, tampering, interference, breaking, violation, interruption and severance;

“**communication pipe**” means any pipe leading from a main to the premises of any consumer as far as the street boundary of such premises situated nearest to such main, or in the case where the meter is installed inside the premises of any consumer in terms of these by-laws, as far as the inlet of the meter;

**“consumer”** means any end user who receives water from a Water Services Provider, including an end user in an informal settlement;

**“consumer conditions”** means the conditions set for the provision of water services in compliance with section 4 of the Water Services Act 108 of 1997;

**“consumer installation”** means collectively a pipeline, fitting or apparatus connected to a water services connection point and used by a consumer to gain access to the supply of water supply services (including any other loose standing system used for such purposes but not connected to the water supply services works) or, if the context is appropriate any one of them and includes a meter attached to such pipeline, fitting or apparatus, which shall comply with the prescribed standards as determined by the Service Provider;

**“consumer installation pipe”** means any pipe included in any consumer installation;

**“consumer services agreement”** means an agreement between a consumer and a Service Provider for the provision of water supply services;

**“damage”** means the willful or negligent act of damaging, interference or tampering with any pipeline, fitting or apparatus;

**“date of proclamation”** means the date upon which these by-laws commence in terms of Clause 835 of these by-laws;

**“domestic purpose”** includes every kind of household purpose, but shall not include the use of water for any engine or machine, or for any mining or quarrying operations, or for the flushing of any sewer or drain, or for any purpose connected with any trade, manufacture or business, or for the cleaning of any road, path or pavement, or for garden purposes or for the watering of any tennis court, bowling green or any other ground used in connection with sporting or recreational purposes;

**“main”** means any pipe, aqueduct or other work under the exclusive control of a Service Provider and used by it for the purpose of conveying water to consumers, but shall not include any communication pipe;

**“Municipality”** means the Mbombela Local Municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998: Disestablishment of existing municipalities and establishment of new municipalities;

**“occupier”** in relation to any premises means:

- (i) any person in actual occupation of such premises.
- (ii) a person indicated as such in the service agreement;
- (iii) a person appearing as such on the records of a Service Provider;
- (iv) any person legally entitled to occupy such premises;
- (v) in the case of such premises being let to boarders or tenants, the person receiving the rent payable by such boarders or tenants, whether for his/her own account or as agent for any person entitled thereto, or entitled to receive such rent;
- (vi) any person in charge of such premises or responsible for the management thereof, and includes the agent of any such person when he/she is absent from the Republic of South Africa or his/her whereabouts are unknown;

**“owner”** means the owner of land in terms of the common law and includes:

- vi(a) a lessee or other person who controls the land in question in terms of a contract, testamentary document, law or order of court;
- vi(b) in relation to land controlled by a community, the executive body of the community in terms of its constitution or any law or custom;
- vi(c) in relation to state land not controlled by a person contemplated in paragraph vi(a) or a community:
  - a) the Minister of the Government Department or the Member of the Executive Council of the Provincial Administration exercising control over that state land; or
  - b) a person authorized by him or her; and
  - c) in relation to a Local Authority, the Municipal Manager of the Local Authority or a person authorized by him or her; and
  - d) in the case of such premises being let to boarders or tenants, the person receiving the rent payable by such boarders or tenants, whether for his/her own account or as agent for any person entitled thereto, or entitled to receive such rent; and

**“own”** shall have a corresponding meaning;

**“premises”** means any land and any building, erection or structure above or below the surface of any land;

**“prescribed standards”** means the standards which all the design, installation, operation and maintenance of consumer installations must comply with, including but not limited as determined by a Service Provider, or as published by the South African National Standards (SANS) or the South African Bureau of Standards (SABS) or required by any other legislation.

**“street boundary”** means in relation to a premises a boundary of such premises, which abuts any street;

**“street”** means any street, road, thoroughfare, lane, footpath, sidewalk, subway or bridge, which a) vests in the Municipality or b) the public has the right to use or c) is shown on a general plan of a township filed in a deeds registry or Surveyors General Office and has been provided or reserved for use by the public or the owners of erven in such township, and includes a right of way servitude;

**“tamper”** means the interference with, damage to, alteration of, connection to, removal of, painting or defacing of any pipeline, fitting or apparatus.

**“tariff”** means the tariff of charges determined by the Water Services Authority from time to time in accordance with these by-laws.

**“unlawful connection”** means a connection with any main pipe, communication pipe, reservoir, hydrant, conduit pipe, cistern or other component of the water supply services works without the authorization of a Service Provider.

**“water services area”** means the respective area or areas within the municipal boundaries of the Municipality to which water services are provided by a Service Provider;

**“water services authority”** means the Municipality and "service authority" shall have a corresponding meaning.

**“Water Services Provider”** means the Water Services Authority and any Water Services Provider who provides water services to consumers in a water services area pursuant to a written contract with the Water Services Authority and "Service Provider" shall have a corresponding meaning;

**“water supply services works”** means all movable and immovable assets owned, leased, installed, provided by or used by a Service Provider to supply water supply services to consumers, consisting of inter alia any reservoir, dam, well, pump house, borehole, access road, pumping installation, water purification plant, sewage treatment plant, electricity transmission line, pipeline, meter, fitting or apparatus;

## 2. Preamble

No provision in these by-laws shall by implication or otherwise impose on a Service Provider the primary and direct duties and obligations of the Municipality under the Water Services Act 108 of 1997 and the Constitution of Republic of South Africa, 1996.

### **3. Domicilium Citandi**

- 3.1 For the purpose of the service of any process, notice, order or other document in terms of these by-laws, the address of the consumer registered in the records of a Service Provider shall be deemed to be the domicilium citandi et executandi of the consumer.
- 3.2 For purposes of all notification of any document or invoice as described in 3.1 above, it will be presumed received by the consumer at the address as stated in 3.1 within 5 (five) days from date of ordinary mail, or 7 (seven) days if posted by registered mail, unless proven to the contrary by the consumer.

### **4. Infringement of By-Laws**

- 4.1. Any owner or occupier having or using upon his premises, and any person providing, installing, laying down or connecting, or causing or permitting to be provided, installed, laid down or connected, upon any premises any consumer installation or part thereof or any meter or apparatus which fails to comply with the requirements of these by-laws, shall be guilty of an offence in terms of these by-laws.
- 4.2. Any person who in any manner willfully damage, tamper or interfere with any pipeline, fitting or apparatus shall be guilty of an offence. (See also 17, 20 and 82).

### **5. Presumption of Breach.**

Any breach of these by-laws committed on the premises of any consumer shall be deemed to be a breach by that consumer of these by-laws unless and until he/she shall prove to the contrary.

### **6. Entry and Inspection**

- 6.1. Authorized personnel may for any purpose connected with the carrying out of these by-laws at all reasonable times or at any time in any emergency and without previous notice, enter upon any premises and make such examination and enquiry thereon as may be deemed necessary: Provided that upon entry on any premises such authorized personnel, if required, shall state the reason for such inspection, examination and enquiry and shall provide a letter or identification card which identifies them as authorized personnel.
- 6.2. Should such authorized personnel consider it necessary for the purpose of examination or inspection or of carrying out any other work in terms of these by-laws, he/ she may at the expense of the consumer after having given 24 hours' notice, or without giving any notice if in his/her opinion immediate



action is necessary, move any earth, gardening, concrete, brick, wood or metal work or any other part of such premises.

- 6.3. A Service Provider shall not be liable to pay any compensation in respect of work carried out by authorized personnel in terms of Clause 6.2: Provided that where any such inspection is made for the sole purpose of establishing a breach of these by-laws and no such breach is discovered, that Service Provider shall bear the expense connected with such inspection together with that of restoring the premises to their former condition.

## **CHAPTER II**

### **PROVISIONS RELATING TO SUPPLY OF WATER**

#### **7. Connection by Service Provider Only**

No connection shall be made to any main or communication pipe except by authorised personnel. The consumer may connect the consumer installation to the communication pipe or, in the case of a meter installed inside any premises, to the outlet pipe from the meter, provided that the consumer has entered into a consumer services agreement with a Service Provider and notified that Service Provider of the connection in writing.

#### **8. Connection to Other Water Supply Systems**

No consumer installation pipe, tank, cistern or other apparatus for storing or conveying water supplied by a Service Provider or individual consumers shall be directly or indirectly connected with any system or source of water supply other than the water supply services works.

#### **9. Unlawful Connections**

- 9.1. No person shall make an unlawful or unauthorized connection, and no person shall, in the absence of a consumer services agreement with a Service Provider having jurisdiction in that water services area or contrary to the provisions of any such agreement, take any water from or accept any water from the water supply service works or use water services from a source other than the Service Provider without the prior written approval of the Service Provider.

- 9.2. A Service Provider will have the right to eliminate unlawful connections, in terms of the following procedure -

Should any consumer fail to legalise his/ her connection to the works within 14 (fourteen) days of receipt of a notification, the Service Provider shall be entitled, without prejudice and in addition to its other rights in respect of the consumer, to forthwith limit and/or cut-off the provision of any or all water supply services to such consumer. The water supply services of all consumers who reconnect illegally to the water supply services works, having been limited and/or cut-off in terms of this section, may be cut-off forthwith by the Service Provider without any further notice.

## **10. Damage to Water Supply Services Works**

- 10.1. No person shall willfully or negligently damage or cause to be damaged the water supply services works.
- 10.2. If any person damages the water supply works, a Service Provider responsible for such water supply works may require the person to fix the damage caused to the reasonable satisfaction of the Service Provider, alternatively claim the reasonable cost of rectification of the damages from the person causing the damage.

Drafting note: should "or consumer" be added

## **11. Pollution of Water Supply**

No person shall, in respect of any stream, reservoir, aqueduct or other place which forms part of the water supply services works:

- 11.1. bathe or wash, dispose of or cause or permit to enter therein any animal;
- 11.2. throw any rubbish, dirt, filthy or other deleterious matter therein, or wash or cleanse therein any cloth, wool, leather or skin of any animal, clothes or other matter; or
- 11.3. cause or permit the water of any sink, sewer, drain, steam engine, boiler or any other unclean water or liquid for the control of which he /she is responsible, to run or be brought therein, or do any other act, with the result that water intended for consumers may be polluted.

## **CHAPTER III**

### **CONDITIONS OF SUPPLY OF WATER**

## **12. Application for Water Supply Services**

- 12.1. Application for the supply of water for any purpose whatsoever shall be made to and in a form prescribed from time to time and in which the applicant shall state for what purpose the water is required.
- 12.2. The act of applying for services and/or paying a deposit for services does not imply that the consumer will receive a service. Approval of application for services may be given subject to conditions which the consumer shall comply with. The Consumer shall be entitled to request reasons for not receiving the service applied for, which reasons shall be provided by the Service Provider within 14 (fourteen) days of being requested thereto.

### **13. Consumer Services Agreements**

- 13.1. No water services shall be provided to any premises unless a written agreement governing the supply and cost thereof has been entered into as determined by a Service Provider within its administrative, logistical and financial capability.
- 13.2. Such agreement shall be entered into by the owner and/or occupier, where applicable.
- 13.3. The owner and/or occupier shall be jointly and severally liable for payment of all water services and charges whether or not a consumer agreement has been entered into.
- 13.4. It is the duty of the owner and/or occupier to ensure at all times that the consumer is not in arrears with payments.
- 13.5. A Service Provider may require that service applications for business entities, including but not limited to trusts, companies, close corporations, partnerships, sole proprietors and voluntary associations shall be subject to the following:
  - 13.5.1. A resolution shall be submitted whereby authority to enter into the agreement is delegated to the signatory;
  - 13.5.2. The business entity's registration number, VAT registration or IT number shall be submitted, if applicable;
  - 13.5.3. The names, addresses and all relevant contact particulars of all the business's directors or members or trustees or proprietors or partners or executive members must be submitted with the resolution;
  - 13.5.4. That any one or more or all partners/members/directors/trustees must sign as surety and co-principal debtor for the due fulfillment of all the obligations of the business entity;
  - 13.5.5. The signatory to the agreement shall warrant that he/she is duly authorized to do so, that all information supplied is true and correct and shall further warrant that the business is not trading in insolvent circumstances; and
  - 13.5.6. In the agreement consumers shall warrant that all information supplied are correct and that liability is accepted for all water services and charges, costs of collection and interest on overdue accounts in the event of accounts being in arrears.
- 13.6. A Service Provider shall provide a consumer with a copy of the service agreement upon signature thereof.
- 13.7. A Service Provider shall decide to which premises meters shall be provided.
- 13.8. Meters shall be read during such intervals as may be decided by the Service Provider and/or as prescribed by legislation from time to time. The Service Provider may during the period between meter readings render to the consumer a provisional account in respect of part of such period, and the amount of such account shall be determined as provided in sub-clause 13.9 and shall as soon as possible after the meter reading at the end of such period render to the consumer an account based on his actual metered

consumption during that period giving credit to the consumer for any sum paid by him on a provisional account as aforesaid: Provided that an account may be rendered for fixed charges in terms of the tariff as and when the same becomes due.

- 13.9. The amount of a provisional account referred to in sub-clause 13.8 shall be determined by the Service Provider by reference to such previous consumption, if any, on the same premises as would constitute a reasonable guide to the quantity of water consumed over the period covered by the provisional account: Provided that where there has been no such previous consumption, the Service Provider shall determine the amount of the said account by reference to such consumption on other similar premises as would constitute a reasonable guide.
- 13.10. Where a meter has not been read the Service Provider must average the consumption by debiting the account with the average monthly reading for the preceding three months, if the history of the account is available. Where no such history exists, the consumer shall pay an estimate as provided for in paragraph 13.9 above.
- 13.11. When a meter is replaced, the consumer shall be informed thereof in writing.
- 13.12. In the event of a service being metered but cannot be read due to practical, financial or human resource constraints or circumstances out of the control of a Service Provider, and the consumer is then charged for an average consumption as contemplated in paragraph 13.10, the account following the reading of the meter consumption shall articulate the difference between the actual consumption and the average consumption and the resulting credit or debit adjustment.
- 13.13. Every consumer shall give an authorized representative of a Service Provider access at all reasonable hours to the property in order to read, inspect, install, repair or replace any meter or service connection for reticulation, or in order to disconnect, stop, restrict or reconnect the provision of any service.
- 13.14. In the event of access not being reasonably possible a Service Provider may relocate a meter and the consumer shall be responsible for payment of the costs of such relocation.
- 13.15. In the event of reasonable access not being possible a Service Provider may:
  - 13.15.1. by written notice require the consumer to restore access at his/her own cost within a specified period; or
  - 13.15.2. restore access without prior notice and recover the costs thereof from the consumer.
- 13.16. The amount payable for water consumed shall be as prescribed in the tariff and it shall be a condition of the supply of water in terms of every consumer services agreement that payment therefore by the consumer shall be effected in the manner prescribed in terms of sub-clause 13.5, read with Clause 39.2 .

## 14. Deposits

- 14.1. Every applicant for water supply service shall, before such supply is given, deposit with a Service Provider a sum of money on the basis of the cost of at least the maximum consumption of water which the applicant is in the opinion of the Service Provider likely to use during any two consecutive months: Provided that such sum shall not be less than is prescribed in the tariff, and further provided that such sum may be fixed by the Service Provider in its discretion having regard to the risk profile of the consumer.
- 14.2. Notwithstanding the foregoing provision of this clause a Service Provider may, in lieu of a deposit, accept from an applicant a guarantee for an amount calculated in accordance with sub-clause 14.1 above and in the form prescribed by the Service Provider, as security for the payment of any amount that may become due by the applicant for, or in respect of, the supply of water: or such other amount as determined by the Service Provider from time to time and further provided that a guarantee shall only be accepted upon payment of at least 25 (twenty five) percent of the required deposit in cash.
- 14.3. Where as a result of default a Service Provider finds the deposit or guarantee to be inadequate for the purposes of sub-clause 14.1, the Service Provider may require a consumer to increase the deposit made or guarantee furnished by him/her, in which event the consumer shall, within 30 (thirty) days after being so required, deposit with the Service Provider such additional sum or furnish such additional guarantee as the Service Provider may require, failing which the Service Provider may discontinue the supply.
- 14.4. Any sum deposited by or on behalf of a consumer shall, on being claimed, after termination of the service agreement and after deducting any amount due by the consumer to the Service Provider be refunded within 30 (thirty) days.
  - 14.4.1. Subject to the provisions of sub-clause 14.4 , any person claiming a refund of a deposit or part thereof, shall either -
    - 14.4.1.1. surrender the receipt which was issued for payment of the deposit; or
    - 14.4.1.2. if such receipt is not available, sign a receipt prescribed by the Service Provider for the refund to him/her of such deposit or part thereof; and satisfy the Service Provider that he /she is the person entitled to such refund.
  - 14.4.2. If a deposit or part thereof has been refunded in accordance with Clause 14.4.1 above, the Service Provider shall be absolved from any further liability in respect thereof.
- 14.5. The consumer services agreement may contain a provision that upon termination of the consumer services agreement any sum deposited by the

consumer and not claimed within one year shall be forfeited to the Service Provider.

- 14.6. Notwithstanding the provisions of sub-clause 14.5, the Service Provider shall at any time pay - to the person who paid the deposit having satisfied the Service Provider of his/her identity and the amount; or to any other person who has satisfied the Service Provider that he/she is entitled to have the payment made to him, an amount equal to the forfeited deposit.
- 14.7. If a consumer applied to a Service Provider for a greater supply of water than he/she is receiving, the Service Provider may require the consumer to make an increased deposit or furnish an increased guarantee in terms of sub-clauses 14.1 and 14.3 before such supply is given.

## **15. Tariffs and Charges**

- 15.1. The Water Services Authority shall levy the fees, charges and tariffs payable for the provision of water services by way of Council Resolution.
- 15.2. The tariffs and charges payable and the date of its implementation shall be published as prescribed in the Local Government: Municipal Systems Act No. 32 of 2000, as amended.
- 15.3. Such tariffs and charges may differentiate between different categories of consumers, services and service standards as well as geographical areas.

## **16. Special Conditions or Provisions Relating to the Supply of Water**

- 16.1. A Service Provider shall have the right to attach special conditions or make special provisions relating to the supply, limitation or discontinuation of water supply services to any person or consumer or premises in any case where, by reason of the purpose for which the supply is desired, the nature or situation of the premises, the quantity to be supplied, the availability of supply or the method of supply, if it is in the opinion of the Service Provider necessary or desirable to attach special conditions or make special provisions relating to the supply or limitation or discontinuation thereof as the case may be.
- 16.2. Notwithstanding anything to the contrary contained in any other clause of these by-laws , it shall be lawful for a Service Provider in making such special provisions to stipulate any or all of the following:
  - 16.2.1. Where the Service Provider permits any person or consumer to re-sell water, it may recommend a price at which the water may be re-sold by such person or consumer, and may require that plans of any proposed water supply system and reticulation be submitted to the Service Provider from time to time for approval as a condition precedent to authority to re-sell being given;
  - 16.2.2. Where any consumer is given a supply by means of more than one connection from mains, the Service

Provider may stipulate the manner in which and the times during which the supply from any one or each of such connections may be used by the consumer; and

- 16.2.3. The Service Provider may stipulate the maximum quantity over and above Basic Water Supply to be supplied to any consumer and may fix the hours or period during which any consumer shall be entitled to a supply.

16.2.4.

- 16.3. Save as is provided in sub-clause 16.2, the terms of any special conditions or provisions shall otherwise conform to the provisions of these by-laws.

## **17. Cutting Off Water Supply Services**

- 17.1. Without paying compensation and without prejudice to its rights to obtain payment for the provision of water supply services to the consumer, and subject to the proviso below, the Service Provider may cut off, alternatively restrict, water supply services to any consumer where such consumer has -

17.1.1. failed or refused to pay any sum due to the Service Provider in terms of these by-laws;

17.1.2. willfully or negligently damaged or caused or permitted damage to be inflicted upon any component of the water supply services works;

- 17.1.3. committed a breach of any of the provisions contained in these by-laws, or in the consumer services agreement relating to such consumer; tampered or interfered with or caused or permitted any tampering or interference with any component of the water supply services works –

17.1.4.

Provided that: the protection of the public health shall be considered at all times; should any hospital, school, correctional service facility or other approved consumer whether public or private, be in default of its conditions of supply in respect of water supply services, the Service Provider shall notify the Municipality of the fact at least 14 (fourteen) days prior to cutting off water supply services;

- 17.1.5. default on an invoice must be for at least a period of 30 (thirty) days from its date of issue, as prescribed in clause 3.2;

17.1.6.

17.1.7. the Service Provider must have demanded payment from the consumer in respect of the outstanding amount in writing. In this instance the following provisions shall apply:

17.1.7.1. If an account is not paid by the 30<sup>th</sup> day from the invoice date, and unless extension for payment has been granted by the Service Provider, a written warning of possible disconnection of water supply will

be forwarded to the consumer and in which notice the date of such disconnection shall be stipulated, which date shall not be less than 7 days, calculated from date of receipt of such notice as prescribed in clause 3.2.

- 17.2. The consumer will be deemed to have received such notice on the same day if delivered by hand, e-mail or telefax transmission, on the 5<sup>th</sup> day after day of posting, if posted by ordinary mail and on the 7<sup>th</sup> day after date of posting, if posted by registered mail.
- 17.3. The Service Provider shall be entitled to disconnect the supply of water without any further notice if payment in full had not been made on the date stipulated in the notice.
- 17.4. Upon disconnection of the supply of water the Service Provider shall post a notice in a conspicuous place on the property wherein the consumer is informed that the supply has been disconnected, and that all water outlets should be closed. The said notice shall also advise that the supply will only be reconnected upon payment of the total amount specified in the notice together with the prescribed reconnection fee, or if an arrangement acceptable to the Service Provider has been made. Such notice shall also warn the consumer of the consequences of unauthorized reconnection or use.
- 17.5. The Service Provider shall restore services within a reasonable time after submission of proof of payment of the required amount, subject to logistical capacity. Services shall only be restored during official business hours except in instances deemed to be emergencies, and an additional after-hours fee shall then be charged by the Service Provider.
- 17.6. A Service Provider shall not be liable for damages to any consumer where the Service Provider cuts off water supply services to a consumer in the bona fide belief that any of the circumstances set out in sub-clause 16.1 apply.
- 17.7. The consumer shall pay to the Service Provider the fee as prescribed in the tariff for cutting off water supply services in terms of this clause.
- 17.8. Upon payment by the consumer of the outstanding amount due and payable in terms of the tariff schedule, including interest thereon, a reconnection fee payable in terms of the tariff schedule and increased deposit payment, the Service Provider shall re-establish water supply services as soon as reasonably possible.
- 17.9. Should the Service Provider have unlawfully cut off water supply services to a consumer, the Service Provider shall re-establish water supply services within a maximum period of 24 (twenty four) hours and the Service Provider will not be entitled to charge any sum in respect of the re-establishment of water supply services.

## **18. Termination Of Consumer Agreement**

The consumer may at any time terminate the consumer services agreement entered into in



terms of these by-laws by giving not less than 10 (ten) days notice in writing to the Service Provider of the intention to do so.

## **19. Disconnection of Supply of Water on Termination of Consumer Services Agreement**

Where a consumer services agreement has been terminated, a Service Provider shall be entitled to disconnect such supply: provided that no such disconnection shall be carried out where the new consumer accepts liability of payment for water consumed as from the date of the previous ordinary reading of the meter or for a special reading of the meter at the charge fixed in the tariff.

## **20. Special Restrictions**

- 20.1. A Service Provider may, at any time restrict the supply of water to the whole or any portion of the Water Services area to such hours as it may decide, or restrict usage or types of usage, and it may prohibit the use of water for any specific purpose or for any purpose other than specified;
- 20.2. Any person using water during prohibited hours or for prohibited purposes or purposes other than specified after public notification of such prohibition by the Service Provider shall be guilty of an offence;
- 20.3. For the purpose of this section "public notification" shall mean publication in English, Afrikaans and siSwati in one or more issues of newspapers circulating in the Water Services area to which the notification apply.

## **21. Failure to Supply Water**

The Service Provider shall under no circumstances whatsoever be liable to a consumer for any failure to supply water or for any defect in the quality of the water supplied, or for the consequences thereof unless caused by a willful act or by negligence of the Service Provider.

## **22. Water Pressure**

- 22.1. Save as set out in these by-laws, no undertaking or guarantee shall be given by a Service Provider to supply or maintain any specified pressure of water at any time at any point in the water supply services works.
- 22.2. Where application is made for a supply of water to or where a supply is required for any premises or part thereof situated above a level that can be served by the normal pressure in the main, it shall be the duty of the applicant or consumer to provide and maintain a supply to such premises or part thereof: Provided that, subject to the provisions of this clause, a Service Provider may grant a supply to such premises from the main where such supply is available on such conditions as the Service Provider may impose.

- 22.2.1. Where in the circumstances set out in sub-clause 22.2 it is necessary for the consumer to pump water to maintain the supply, any pump installed for the purpose shall not be connected to the main.
  - 22.2.2. The suction pipe of any such pump shall be connected to a storage tank supplied with water from the main.
  - 22.2.3. Such tank shall be constructed in accordance with the requirements of Clause 56 and shall have a minimum capacity of not less than 1/8<sup>th</sup> (one-eighth) of the average daily requirement of the consumer, as determined by the Service Provider, or one hour's capacity of the pumping system, whichever is the greater.
  - 22.2.4. Such tank shall be fitted with an inlet control valve of the correct size so set as to admit water to the tank from the main at a rate equal to the average hourly requirement of the premises.
  - 22.2.5. The said pump shall be self-priming, float or electrode controlled and fitted with electrical safety devices for the protection of the pump or pump drive motors, or both in the event of stoppage of the supply of water from the main.
- 22.3. Prior to the installation of any such pumping system, full details thereof shall be submitted to the Service Provider for approval and authorization.

### **23. Sale of Water by Consumers**

- 23.1. No consumer shall -
- 23.1.1. sell any water supplied to him/her by a Service Provider, except as provided in terms of Clause 156; or
  - 23.1.2. take away or cause or permit to be taken away from his premises any such water except as provided for in Clause 43.

### **24. Special Provisions Governing the Supply of Water by Portable Meters**

In addition to the provisions laid down in these by-laws, the following special provisions shall apply to the supply of water by portable meter and shall be deemed to have been included in every agreement for such supply:

- 24.1. A Service Provider may at its discretion provide water supply services to consumers from hydrants.
- 24.2. Where water is to be supplied by the Service Provider from hydrants, the Service Provider shall supply a portable meter for measuring such supply together with a stand pipe, hydrant coupling, hose pipes and necessary unions for connection to the meter.
- 24.3. The consumer shall pay to the Service Provider in advance the amount prescribed in the tariff in respect of each portable meter supplied, which amount shall be held by the Service Provider as security for the due fulfillment of all provisions of any agreement relating to the supply of such meter and the payment by the consumer to the Service Provider of the cost

for all water supplied to him and all other payments due by him to the Service Provider in terms of such agreement.

- 24.4. The cost for water so supplied and for the use of the portable meter shall be at the rate prescribed in the tariff.
- 24.5. All accounts for water so supplied shall be paid by the consumer to the Service Provider within 7 (seven) days of the date of rendition of such an account.
- 24.6. Where water is taken by the consumer from a hydrant without such water passing through a portable meter, or where water is wasted before passing through such portable meter, the amounts prescribed in the tariff shall be paid by the consumer to the Service Provider for every day during which water is so taken or such waste continues.

24.7. The consumer shall-

24.7.1. upon taking delivery of the portable meter, sign a receipt acknowledging such meter to be in good order and condition, and

24.7.2. maintain and return such meter in the same good order and condition, fair wear and tear accepted.

24.7.3.

24.8. If the consumer fails to return the portable meter, he shall pay to the Service Provider the cost of a new meter, or if he returns such meter in a damaged condition, he shall pay to the Service Provider the cost of a new meter or the cost of repairs if such damaged meter can be satisfactorily repaired.

24.9. The consumer shall take delivery of and shall return the portable meter to the Service Provider at such place as the Service Provider may from time to time direct.

## **25. Water Supply for Building Purposes**

25.1. Where, upon the application of any owner, authorized agent, builder or other authorized person, a supply of water for building purposes is provided to any premises, the cost of providing and fixing the communication pipe and the meter shall be borne by such owner, authorized agent, builder or other authorized person in accordance with the prescribed tariff.

25.2. Such owner, authorized agent, builder or other authorized person shall pay for water so supplied according to the tariff, alternatively may be required to pay a fixed amount reasonably determined by the Service Provider before water supply services will be provided to the premises.

25.3. If suitable for the purpose, the same communication pipe as is supplied in terms of this clause may be used for the permanent supply to the premises, provided that no permanent supply shall be made by means of such communication pipe until all the provisions of these by-laws have been

complied with, and until a consumer agreement has been concluded in respect of such connection.

## **26. Alternative Methods of Supply**

26.1. A Service Provider may use the following methods for providing water supply services:

26.1.1. provision from a high level break tank of a capacity of not less than 170 litres (one hundred and seventy litres) complete with ball valve, which may be purchased from the Service Provider, provided that -

26.1.1.1. the consumer will be responsible for the installation of the tank as well as the piping and fittings to connect the tank to the communication pipe

26.1.2. provision from a 200 (two hundred) litre ground level storage tank which may be purchased from the Service Provider, provided that -

26.1.2.1. the consumer will be responsible for the installation of the tank on the premises as well for the piping to connect the tank to the communication pipe. The Service Provider will be responsible to fill the tank daily on pre-payment of the prescribed tariff; or

26.1.3. any other alternative method of supply, which satisfies the requirements of the Water Services Act 108 of 1997, and which meets with the approval of the Water Services Authority.

## **CHAPTER IV**

### **GENERAL PROVISIONS RELATING TO METERED SUPPLIES**

## **27. Provision of Communication Pipe**

27.1. Upon the completion of a consumer services agreement between a Service Provider and any consumer and after the relevant provisions of these by-laws have been complied with, the Service Provider shall provide, lay down and maintain a communication pipe to serve such premises: Provided that the position of the communication pipe shall be as agreed between the Service Provider and the consumer, and if failing agreement as determined by the Service Provider.

27.2. The sum payable by such consumer in respect of such communication pipe shall be as prescribed in the tariff: Provided that in respect of any size or length of communication pipe not provided for in the tariff or in cases where

the tariff charge is insufficient to cover the cost of providing such communication pipe, the consumer shall pay such sum as may be determined by the Service Provider, having regard to the circumstances of the case.

- 27.3. Any amount due in terms of this clause shall be paid to the Service Provider in advance by the consumer prior to any construction being commenced with.

## **28. A Separate Communication Pipe for Individual Premises**

For the purpose of supplying water thereto, a separate communication pipe shall be provided in respect of each and every premises or portion thereof in separate occupation: Provided that-

- 28.1. Where it appears to a Service Provider that hardship or grave inconvenience or other similar circumstance would otherwise result, the Service Provider may permit such supply by means of more than 1 (one) communication pipe;
- 28.2. Where more than 1 (one) communication pipe is permitted in terms of Clause 28.1, a charge shall be made in accordance with the tariff for each additional communication pipe and meter.
- 28.3. In case of sectional title premises, there shall be one communication pipe only, under the responsibility of the body corporate. Sectional title premises shall be served by a single bulk meter installed by a Service Provider, unless otherwise notified by the Service Provider. The specification and location of the bulk meter shall be determined by the Service Provider. All fittings, pipe work and maintenance beyond the bulk meter shall be consumer installations and the sole responsibility of the body corporate of the sectional title premises.
- 28.4. One communication pipe only shall be permitted by the Service Provider for the supply of water to a group or block of dwellings, flats, shops, offices or other buildings in single ownership. The owner and/or occupier undertakes to pay for the water supplied to each of the buildings comprising such group or block. Owners are responsible for payment of all tariffs, but tenants and consumers on any premises may be held jointly and severally responsible with the owners for the payment at the discretion of the Service Provider.
- 28.5. Where, in terms of sub-clause 28.3, more than 1 (one) building is supplied from 1 (one) communication pipe, a stop tap shall be fixed on each branch pipe leading there from to each such building for the purpose of turning off the supply of water to each such premises without interrupting the supply to the others;
- 28.6. Where a tap is fixed to a stand pipe from which water is intended to be supplied to more than 1 (one) premises, such tap shall be an approved type of self-closing tap.

## **29. Provision, Fixing and Position Of Meters**

- 29.1. All meters shall be supplied and fixed in the communication pipe on the boundary of a premises, if possible, failing which, as near to the boundary as is possible and according to the specifications of the Service Provider.
- 29.2. If so required by the Service Provider, the consumer shall provide a suitable and safe place on the boundary of his/her premises or the nearest accessible point to such boundary in which to fix the meter and the Service Provider may install the meter in such place.
- 29.3. The Service Provider at the consumer's expense shall carry out any maintenance necessary in that portion of the communication pipe between the street boundary and the meter, where the meter is situated within the premises.
- 29.4. Combination meters may be installed by the Service Provider for communication pipes with a diameter in excess of 50mm.

## **30. Provision and Position of Stop Cock**

- 30.1. A Service Provider shall, for its exclusive use, install a stop cock between the meter and the main.
- 30.2. The consumer shall, at his/her own expense, or the Service Provider may in its discretion and at the consumer's expense and for his/her exclusive use, provide and install a stop cock at a suitable point on the consumer installation immediately inside the boundary of the premises in the case of a meter installed outside the boundary, and in the case of a meter installed on the premises at a suitable point on the consumer's side of the meter.

## **31. Cost of Installing Meter**

The consumer shall pay all amounts in connection with the installation of any meter irrespective of its position on the communication pipe supplying the premises, as are prescribed in the tariff.

## **32. Ownership of Meters**

Any meter provided and installed by a Service Provider in terms of these by-laws, together with the fittings connected therewith, shall be and remain the absolute property of the Service Provider, and such meter shall at all times be under the sole control of the Service Provider.

## **33. Safekeeping of Meters**

The consumer shall be responsible to the Service Provider for the safekeeping and condition of any meter supplying his premises and shall be liable to the Service Provider for any loss, damage, injury or tampering, which may be done to or sustained by such meter.

**34. Interference With, Tampering or Damage to Meters**

- 34.1. Only authorized personnel shall disconnect, interfere with or cause or permit any other person to disconnect or interfere with any meter or fittings connected therewith.
- 34.2. No person shall willfully damage any meter or fittings connected therewith.
- 34.3. No person shall use or permit to be used on any consumer installation any fitting, machine or appliance which causes damage or is in the opinion of a Service Provider likely to cause damage to any meter.

**35. Repairs to Meters**

- 35.1. In the event of repairs to any meter being found necessary, a Service Provider shall affect such repairs to such meter as soon as possible.
- 35.2. A Service Provider shall, at its own cost and expense, maintain and repair any meter provided by it to the extent of ordinary wear and tear.
- 35.3. Where any repairs have become necessary in consequence of such meter having been willfully or accidentally damaged or tampered with by the consumer, the consumer shall be liable for the cost of such repairs, including the cost of removal and re-installation thereof, or substitution if necessary, and such cost shall be payable by the consumer to the Service Provider on demand.

**36. Substitution of Other Meter**

A Service Provider may at any time at its own cost and expense disconnects and removes any meter and install and substitute any other meter in its discretion.

**37. Quantity of Water Registered and Payment Therefore**

The quantity of water registered by the meter as having been supplied to any consumer shall be deemed to be the quantity actually supplied.

**38. Records of Service Provider Binding**

In the absence of evidence showing, the onus whereof shall be on the consumer, either that any entry in the records of a Service Provider has been incorrectly made or that the meter was at a time of such reading in default or registering incorrectly, every consumer shall be prima facie bound by the entry in the records of the Service Provider, and it shall not be necessary to produce the person who read the meter, or the person who made any particular entry, in order to prove such reading or entry.

### **39. Dissatisfaction with Meter Reading or Accounts**

- 39.1. Each Service Provider shall, within practical and financial constraints establish:
  - 39.1.1. a central complaints/feedback office; and
  - 39.1.2. a centralised database in order to enhance co-ordination of complaints and the, resolution thereof as well as effective communication with consumers;
- 39.2. A consumer may lodge a written request with the Service Provider for recalculation of an account, within 7 (seven) days of receiving that account if such customer is of the opinion that the account rendered is inaccurate.
- 39.3. If any consumer is at any time dissatisfied with any particular reading on a meter supplied by the Service Provider and is desirous of having such meter tested, he/she shall give written notice to the Service Provider within 7 (seven) days after receipt of notice from the Service Provider of such reading, and shall at the same time deposit with the Service Provider the amount prescribed in the tariff, and thereupon the meter shall be tested forthwith by the Service Provider.
- 39.4. If such meter is found to be registering correctly, the Service Provider shall retain the amount deposited with it.
- 39.5. If such meter is found to be registering incorrectly, the Service Provider shall refund the payment to the consumer and the Service Provider shall reaffix a meter in good working order without charge to the consumer, where applicable, and the charge for water consumed during the three months preceding the reading in dispute, shall be adjusted in accordance with the degree of error found: Provided that, where such meter has been installed for a period of less than 6 (six) months, such adjustment shall be over half such lesser period.
- 39.6. The meter shall be deemed to be registering correctly if when tested in accordance with SABS 1529, meets the specifications as set out within SABS 1529 relevant for the size of meter so tested.
- 39.7. Such a request must contain full personal and/or business particulars of the consumer, the relevant account number, direct contact number, address and any other particulars required by the Service Provider.
- 39.8. Pending the outcome of the request, the consumer must pay an amount equal to the average of the monthly total of the preceding three month' s accounts where history of such an account is available. Where no such history is available the consumer shall pay an estimate provided, not later than the date due for payment thereof;
- 39.9. Failure to make interim payments as contemplated herein will render the customer liable for disconnection of the services.
- 39.10. Upon receipt of the notice of complaint, the relevant Service Provider shall give a written acknowledgment thereof, investigate the matter and inform the customer in writing of the outcome of such investigation. The Service Provider shall give reasons for its decision within 14 (fourteen) days after written request thereto.



- 39.11. Any adjustment to the consumer's account as a result of the investigation shall be made within a reasonable time.
- 39.12. No dispute, enquiry or complaint will be reconsidered after the outcome thereof has been communicated to the consumer.
- 39.13. If the consumer is not satisfied with the outcome of the complaint, the consumer must pay the amount in dispute under protest before approaching a court of law for the necessary relief.

#### **40. Failure of Meter to Register or to Register Correctly**

- 40.1. Where any meter is found to have ceased to register or is found to be faulty in any other respect, or where the actual consumption is not recorded correctly due to factors other than a faulty meter a Service Provider shall repair or replace such meter as soon as possible at no cost to the consumer, where applicable.
- 40.2. Unless it can be proven to the satisfaction of the Service Provider that a lesser or greater quantity of water has been consumed, the quantity of water to be paid for by the consumer from the date of reading of the meter prior to its failure to register or to register correctly up to the time of its repair or replacement or up to such time as it correctly reflects the consumption, as the case may be, shall be estimated by the Service Provider on the basis of -
- 40.2.1. the average monthly consumption of water upon the premises served by the meter during the 3 (three) months prior to the last correct registration, or, if this is not possible;
  - 40.2.2. the corresponding month's consumption of water upon the premises in the previous year, or, if this is not possible;
  - 40.2.3. the average monthly consumption of water upon the premises served by the meter over a period of 3 (three) months after repair or replacement of the meter has been effected or it again correctly reflects consumption, as the case may be.
- 40.3. If it can be established that the meter had been registering incorrectly for a longer period than the meter reading period referred to in sub-section 40.2, the consumer may be charged with the amount determined in accordance with the said sub-section or for a longer period: Provided that no amount shall be so charged in respect of a period in excess of 12 (twelve) months prior to the date on which the meter was found to be registering incorrectly.
- 40.4. Meters will be tested in accordance with SABS 1529/1 "Water Meters for Cold Potable Water" (1998).
- 40.5. When a new or repaired meter is tested, the difference between the indicated volume and the actual volume of water that passes through the meter shall not exceed:

- 40.5.1. 5% of the actual volume passed at actual flow rates of less than qt; and
  - 40.5.2. 2% of the actual volume passed at actual flow rates of not less than qt.
- 40.6. When a used water meter is tested, the difference between the indicated volume and the actual volume of water that passes through the meter shall not exceed:
- 40.6.1. 8% of the actual volume passed at actual flow rates of less than qt; and
  - 40.6.2. 3,5% of the actual volume passed at actual flow rates of not less than qt.

## **CHAPTER V**

### **PROVISIONS RELATING TO CONSUMER INSTALLATIONS**

#### **41. Pipes across Street**

- 41.1. No consumer shall, without the written permission of the Municipality or the Road Authority having jurisdiction first had and obtained and except under such conditions as the Municipality or the Road Authority may prescribe, lay, fix, alter, construct or cause to be laid, fixed, altered or constructed any pipe, channel or conduit on, in or under any street, public place or lands forming part of the water services works, whether such water is derived originally from a Service Provider or from private sources of supply. For the purposes of this clause, the determination by the Municipality or the Road Authority shall be in consultation with the Service Provider.
- 41.2. Any person receiving such permission shall, where water supply services are available for the premises, pay to the Service Provider such rental for the pipe line as is prescribed in the tariff: Provided that where the water is paid for at the rates prescribed in the tariff, no additional charge shall be made for the pipe line.
- 41.3. When no water supply services are available, any permission given shall be conditional upon the payment of the charges referred to in Clause 37 immediately upon water supply services becoming available.
- 41.4. Any such permission may be withdrawn on not less than 1 (one) month's written notice to the consumer.

#### **42. Provision of Consumer Installation**

Every owner, occupier and/or consumer shall, at his/her own expense, provide, install, lay-down and maintain his/her own consumer installation.

### **43. Covering Of Consumer Installation**

When any consumer installation is being or has been installed or any alteration or extension of any existing consumer installation is being or has been carried out, no person shall cover any part of such installation, alteration or extension, or cause, permit or suffer it to be covered, until it has been inspected and approved by the Service Provider.

### **44. Notice to Inspect**

When any work as referred to in Clause 43 has been carried out, it shall be the duty of the owner or of any other person occupying or in control of the premises to notify the Service Provider in writing of the fact that the work is ready for inspection by it in terms of that section.

### **45. Inspection and Approval of Consumer Installation and Alterations Thereto**

- 45.1. No consumer installation shall be placed in use unless and until it has been inspected and a certificate of approval has been issued by a Service Provider.
- 45.2. Every additional fitting or alteration to an existing consumer installation already connected to the water supply services works, shall be subject to inspection by and approval of the Service Provider, and shall in the event of a certificate of approval not being issued, be altered to comply with these by-laws or be removed immediately.

### **46. Preparation of Consumer Installation for and Installation of Meter**

- 46.1. Where a Service Provider agrees to supply water by meter to any premises not previously so supplied, the consumer shall, at his/her own expense, prepare his/her consumer installation for the installation of the communication pipe and the meter.
- 46.2. After the consumer installation has been prepared and approved by the Service Provider, and after payment of the charges prescribed in the tariff, the Service Provider shall connect the consumer installation to the communication pipe.

### **47. Joints**

No joints except plumbing or other joints approved by a Service Provider shall be used on any consumer installation.

### **48. Taps, Ball Valves and Flushing Valves**

No tap, valve, water-mixer or other device for controlling or regulating the flow, pressure or temperature of water or other article shall be installed in any consumer installation unless -

- 48.1. it bears the appropriate standardization mark of the South African Bureau of Standards;

- 48.2. where for any reason not connected with the quality thereof, the said Bureau is unable or unwilling to place its standardization mark thereon but the Service Provider is satisfied by means of tests carried out by the Service Provider or any other competent person that it complies with the requirements of the relevant standard specification of the Bureau notwithstanding that it does not bear the mark of the Bureau, and the Service Provider has accordingly placed its stamp of approval thereon; or
- 48.3. it is certified or approved by the Agreement Board of South Africa and the Service Provider has accordingly placed its stamp of approval thereon.

#### **49. Depth of Consumer Installation Pipes below Ground**

All consumer installation pipes laid in the ground shall have a minimum cover of 400 (four hundred) mm as prescribed in SANS 1200.

#### **50. Laying Of Pipes in Places Where Pollution Might Result**

No person shall lay or install any pipe which is to be supplied with water by a Service Provider, through, in or into a sewer, drain, ash pit, manure hole or other place where, in the event of the pipe becoming unsound, the water conveyed through such pipe would be liable to become polluted or to escape without observation, or make use for the above purpose of any pipe so laid or installed: Provided that where it is impractical to lay or install such pipe in any other manner than aforesaid, the part thereof so laid or installed shall be carried through another cast iron tube or box of sufficient length and strength and of such construction as will afford proper protection to the pipe in the interior thereof and render any leakage or waste there from readily perceptible.

#### **51. Leakage of Taps or Pipes**

- 51.1. No person shall cause or permit any pipe, tap or fitting to leak, and no tap or fitting shall be installed in such position that any leakage cannot readily be detected.
- 51.2. No consumer shall as of right be entitled to any rebate in respect of the wastage of water due to faulty fittings or undetected leakage in any part of the consumer installation, but may apply, after detection and proof of repair of such faulty fittings or leakage by a qualified plumber, apply to the Service Provider for a rebate which may be granted in the discretion of the Service Provider, where after the provisions of Clause 40.2 shall mutatis mutandis apply. Notwithstanding the above, the consumer shall only be entitled to a reduction in the account for the period during which the fitting was faulty or the leakage occurred, but subject to a maximum period of four months. .
- 51.3. Any work or repair, digging or replacement, or any other operation which a Service Provider undertakes to, or in respect of, its mains, including stop cocks, in order to enable a consumer to carry out repairs or other work to his/her own consumer installation, shall be undertaken by the Service Provider at the consumer's expense.

## **52. Pipes and Stand Pipes to Be Securely Fixed**

- 52.1. All pipes, except those laid in the ground, shall be securely fixed at frequent intervals to that portion of the wall or other rigid portion of the structure along which they pass.
- 52.2. All stand pipes or other pipes projecting above the ground and not otherwise secured to any structure shall be securely fixed to a stake securely driven into the ground, or by other means approved by the Service Provider, in such a manner as to prevent undue movement of such stand pipe or pipes.

## **53. Cistern or Tank in Ground**

No cistern or tank buried or installed in any excavation in the ground shall be used for the storage or reception of water supplied by a Service Provider and intended for human consumption.

## **54. Taps for Domestic Use**

Other than those discharging from the hot water system, taps to supply water for domestic purposes in dwelling houses or residential buildings or for drinking purposes on any other type of premises shall be connected to a consumer installation pipe at a point before such pipe goes into a cistern or tank and shall not be supplied from any cistern or tank: Provided that in buildings where a water supply is required above the level which a regular and adequate supply is available from the mains, it may be taken from a tank or cistern which shall be constructed in accordance with the provision of these by-laws.

## **55. Connection of Sundry Apparatus**

- 55.1. No person shall cause or permit any consumer installation pipe to be connected directly to any water closet, urinal, steam boiler or trade vessel or apparatus.
- 55.2. Every water closet, urinal, steam boiler, trade vessel or apparatus shall be fed separately and directly from a cistern installed solely for that purpose: Provided that a Service Provider may approve of any such fitment being connected direct to the consumer installation without the interposition of a cistern or break-pressure tank, where adequate means for the prevention of reverse flow or re-entry of water from such fitment to the consumer installation are provided.
- 55.3. A Service Provider may require a consumer to install water saving or water efficient devices, which devices shall comply with the relevant prescribed standards as determined by the Service Provider.
- 55.4. A Service Provider may require that any consumer with a water dependent or water intensive activity provide on-site storage of at least 24 hours average consumption, at the consumers own risk and cost of the consumer. The material, design, installation and specifications of the on-site storage shall comply with the prescribed standards as determined by the Service Provider.

## **56. Cistern or Tank**

No person shall install, fit, use or cause or permit to be installed, fitted or used upon any premises a cistern or tank for the reception or storage of water, other than a cistern used for flushing water closets or other sanitary fittings, unless -

- 56.1. the cistern or tank is constructed of a material, which in the opinion of the Service Provider is sufficiently strong for the purpose and capable of resisting corrosion;
- 56.2. the cistern or tank is watertight, vermin proof, and properly covered and ventilated;
- 56.3. the cistern or tank is provided with access covers, which shall be bolted down or locked in position at all times, except when opened for inspection;
- 56.4. the inlet pipe to the cistern or tank is provided with a ball, tap or check valve of a type approved by the Service Provider;
- 56.5. the cistern or tank is so placed that it may be readily drained and inspected and cleansed inside and outside;
- 56.6. a stop-cock is fitted to the outlet pipe near to each cistern or tank so that repairs to any pipe leading from or to apparatus fed by the cistern or tank can be effected without emptying the latter;
- 56.7. a brass sampling cock is fitted to the cistern or tank to enable the Service Provider to draw samples of the water stored therein when necessary for testing purposes;
- 56.8. the cistern or tank is provided with an adequate drainage system to ensure that the premises are not flooded in the event of leakage or accidental overflow, the capacity of such drainage system to be such that it will be capable of discharging water at a rate at least equal to the rate of flow of the incoming supply and the outlet of the drainage discharge pipe to be so situated that the discharge of water may be readily detected;
- 56.9. In the event of water stored in the cistern or tank becoming contaminated in any way, the consumer shall on instructions from the Service Provider take immediate steps to drain the cistern or tank, cleanse it and disinfect it to the standards set by the Service Provider before re-filling and replacing in service;
- 56.10. When a cistern or tank on account of age or deterioration or for any other reason, no longer complies with the requirements of this section, the consumer shall adequately repair or entirely replace the tank or cistern within 60 (sixty) days of receipt of written notice from the Service Provider to do so; and
- 56.11. When a continuous supply of water to the premises is required, the required cisterns or tanks shall be provided in duplicate.

## **57. Overflow Pipe To Cistern To Tank**

Every cistern or tank shall be provided with an overflow or waste pipe, so that any overflow can be readily detected.

## **58. Capacity of Cistern**

Every steam boiler and any premises which require, for the purpose of the work undertaken on the premises, a continuous supply of water, shall have a cistern holding not less than half a day's supply calculated according to the average daily consumption.

## **59. Water-Heating Apparatus**

- 59.1. Every boiler, hot-water tank or other water-heating apparatus connected to a consumer installation pipe shall be of a type, design and material tested and approved by the Service Provider and shall be provided with an unobstructed outlet or expansion pipe, safety valve or other pressure release device which is adequate for the release of excess pressure, and the design, specification and position of which have been approved by the Service Provider and which releases either into the open air in a position where water discharging can easily be detected, or into the cistern supplying the water heating apparatus with water at a level above the level of the water in the cistern.
- 59.2. No person shall obstruct or perform any act which prevents or is likely to prevent the effective operation of any outlet or expansion pipe, safety valve, device, apparatus, pipe line or fitting.
- 59.3. A permanent notice shall be displayed in a conspicuous position on every such water-heating device directing attention to the danger of obstructing the outlet or other pipe or device.

## **60. Material of Circulating or Supply Pipes**

Circulating or supply pipes for hot water may be of galvanized iron, copper, or any other SABS approved material except that where used for heating purposes only the pipes may be of black iron or any other material complying with the prescribed standards as determined by the Service Provider.

## **61. Distance between Consumer Installation and Electric Wires**

- 61.1. No portion of the consumer installation shall, except where it is part of a specifically approved water installation, be laid, installed or maintained within 300 (three hundred) mm of or be in metallic contact with, any electrical apparatus: Provided that this requirement shall not be taken as preventing electrical bonding as required by any by-laws or regulations for the supply and use of electrical energy and for the wiring of premises.
- 61.2. No tap, valve or similar apparatus shall be laid, installed, fixed or maintained within 2 (two) meters of an electrical socket outlet, appliance or distribution board without the prior written approval of the Service Provider.

## CHAPTER VI

### SPECIAL PROVISIONS RELATING TO FIRE EXTINGUISHING SERVICES

#### 62. Special Provisions

- 62.1. Notwithstanding anything to the contrary contained in this Chapter, the provisions contained in the preceding Chapters shall mutatis mutandis apply to the supply of water for fire extinguishing services and shall be deemed to have been included in every agreement for such supply.
- 62.2. Fire extinguishing services shall be provided in compliance with the relevant by-laws.

#### 63. Payment for Services

- 63.1. All fire hydrants or fire extinguishing installations shall be provided with a combination meter as specified by a Service Provider, at the cost of the owner of, or consumer at, the premises.
- 63.2. The consumer and the owner of premises shall be jointly and severally liable to pay the charges prescribed in the tariff in respect of any fire-extinguishing installation or appliance used or installed upon such premises, and the charges related to such installation and water supply services from such installation.

#### 64. Communication Pipes For Fire-Extinguishing Services

- 64.1. All communication pipes, which are intended for preventive or automatic use in case of fire, shall be laid by the Service Provider as far as the boundary of the consumer's premises.
- 64.2. Such communication pipes shall be used only for fire-extinguishing purposes.
- 64.3. No take-off of any kind from any such communication pipe shall be made nor shall any water there from be used other than in connection with automatic sprinklers and drenchers, hydrant connections or hose reel connections or for the pressure tank connected therewith, and such tank shall be controlled by a suitable ball tap.

#### 65. Valves in Communication Pipes

Every communication pipe shall be fitted with a proper control valve, which shall be-

- 65.1. supplied by the Service Provider at the expense of the consumer;
- 65.2. installed between the consumer's premises and the main;
- 65.3. of the same diameter as the communication pipe; and



65.4. installed in such position as may be determined by the Service Provider.

**66. Extension of System**

No sprinklers shall be added or connected to any existing fire-extinguishing system after such system has been connected to the main without the prior written approval of the Service Provider.

**67. Extension of System to Other Premises**

No extension or connection from any fire-extinguishing system to other premises shall be made, and in the event of any such connection or extension being made, the Service Provider shall be entitled to enter upon such premises and take all steps necessary to remove such connection or extension at the cost of the consumer responsible for such extension or connection.

**68. Inspection and Approval of Fire-Extinguishing System**

No water shall be supplied to any fire-extinguishing system until it has been inspected and the Water Services Authority, in consultation with the Service Provider, where applicable, has certified in writing that such consumer installation complies with the requirements of these and other relevant by-laws and the work has been carried out to the satisfaction of the Service Provider.

**69. Connection to Be At The Discretion of Service Provider**

69.1. The Service Provider shall be entitled in its absolute discretion to grant or refuse an application for the connection of a fire-extinguishing installation to its main.

69.2. If in its opinion a fire-extinguishing installation which it has allowed to be connected to the main is not being kept in proper working order or is otherwise not being properly maintained, the Service Provider shall be entitled either to require the installation to be disconnected from the main or itself to carry out the work of disconnecting it at the consumer's expense.

**70. Meters in Fire-Extinguishing Communication Pipes**

The Service Provider shall be entitled to install a water meter in the fire-extinguishing communication pipe and the owner and/or occupier of the premises shall be liable for the whole of the cost in so doing if it appears to the Service Provider that water has been drawn from the pipe otherwise than for the purpose of extinguishing a fire.

**71. Provision of Pressure Gauge**

A pressure gauge indicating the water pressure in kPa shall be fixed on all fire-extinguishing systems inside the premises of the consumer.

## **72. Installation of Reflux Valve**

- 72.1. When a fire-extinguishing installation includes a fire-pump connection, a reflux valve of a type approved by the Service Provider shall be fitted on the premises in an accessible position permitting its ready inspection, repair and removal.
- 72.2. The said reflux valve shall be used to shut off the domestic supply from the main whenever or for so long as the fire-pump connection is in use.
- 72.3. The said reflux valve shall be serviced at least once annually by a registered bona fide firm approved by the Service Provider as being capable of undertaking such work.
- 72.4. When called upon to do so by the Service Provider, the consumer shall produce a certificate from an approved firm that the service has been done as referred to in 72.3.

## **73. Sprinkler Extinguishing Installation**

A sprinkler installation may be installed in direct communication with the main, but neither the Service Provider nor the Water Services Authority shall be deemed to guarantee any specified pressure of water at any time, and neither the Service Provider nor the Water Services Authority shall be liable for any damage or harm caused by insufficient pressure of water.

## **74. Header Tank or Double Supply from Mains**

- 74.1. Unless a duplicate supply from a separate main is provided for the sprinkler installation, the consumer shall install a header tank at such an elevation as will compensate for any cessation or reduction of pressure in the main.
- 74.2. The main pipe leading from the header tank to the sprinkler installation may be in direct communication with the main: Provided that in such case it is fitted with a reflux valve which will close against the main and open to that of the tank should the pressure in the main not be available for any reason.
- 74.3. An overflow pipe shall be fitted to such tank, which pipe shall discharge in such a position as to be readily observable, and shall not be led away by any down pipe to any drain.
- 74.4. Where a duplicate supply from a separate main is provided, each supply pipe shall be fitted with a reflux valve situated on the premises.
- 74.5. The consumer installations installed in terms of clause 74.1 and 74.2 shall be serviced annually as prescribed in clause 74.3.
- 74.6. The header tank shall be drained and refilled at least once per annum and the Service Provider shall be advised at least 48 (forty eight) hours before the tank is due to be drained to enable an inspection to be arranged and made if necessary at the sole discretion of the Service Provider.

## **75. Annual Charges for Sprinkler and Drencher Installation**

- 75.1. The amounts prescribed in the tariff for the inspection and maintenance of the communication pipes leading from the main to the boundary of a premises, shall be payable in advance and shall become due in respect of every such pipe as soon as a Service Provider has notified the owner of the land that the pipe has been laid and is ready for connection to a fire-extinguishing installation on the land.
- 75.2. The charges in terms of clause 75 (1) shall cover also the emptying and refilling of any tanks, which may be necessary.
- 75.3. The charges to be paid in terms of clause 75 (1) shall be calculated according to the volume of the tank, regard being had to the level to which the tank is filled.

## **76. Annual Charges for Private Hydrant Installations**

The charges in terms of the tariff for the maintenance of connections and the inspection of private hydrant installations, other than sprinklers, shall be paid in advance.

## **77. Sealing Of Private Fire Hydrants**

- 77.1. All private hydrants shall be sealed by a Service Provider and such seals shall not be broken by any person other than authorized personnel in the course of testing, except for the purpose of opening the hydrant in case of fire.
- 77.2. The cost of resealing such hydrants shall be borne by the consumer except when such seals are broken by authorized personnel for testing purposes.
- 77.3. Any water consumed after the breaking of the seal, other than in the course of testing by authorized personnel or in case of fire, shall be paid for by the consumer at the rates prescribed in the tariff for domestic purposes. The quantity thus consumed shall be determined by the Service Provider.

**CHAPTER VII**  
**SPECIFICATIONS AND PENALTIES**

**78. Diameter of Pipes**

- 78.1. All diameters of pipes referred to in this chapter relate to internal dimensions.
- 78.2. No consumer installation pipe shall be less than 12 (twelve) mm in diameter.

**79. Material of Consumer Installation Pipes**

- 79.1. All consumer installation pipes shall be to the relevant SABS specification: Provided that-
  - 79.1.1. piping of other suitable material may be used subject to the prior written permission of the Service Provider first had and obtained;
  - 79.1.2. piping of not less than 75 (seventy five) mm diameter may be of iron or steel coated internally and externally with a suitable coating approved by the Service Provider.

**80. Pipes And Fittings to Withstand 2 000 kPa Pressure**

All communication pipes, consumer installation pipes and fittings shall be capable of withstanding an internal pressure of 2 000 kPa.

**81. Taps, Ball Valves and Flushing Valves**

- 81.1. Unless otherwise specified, the component parts of flushing valves shall be of brass or gunmetal, or if hot pressings, of brass or manganese bronze, or in either case of an equally suitable corrosion-resisting alloy or other approved material as determined by the Service Provider.
- 81.2. All flushing valves shall be of a waste-preventing type, shall have a flushing capacity as provided in the Municipality's Drainage and Sanitation Services by-Laws and, shall be connected to the flush pipe.
- 81.3. Parts of flushing valves intended for screwing, shall have standard metric right hand threads and parts of all fittings of the same size and intended for the same purpose shall be interchangeable.
- 81.4. All flushing valves shall be tested to withstand a pressure of 2 000 kPa without leaking or sweating.
- 81.5. The name or registered trade-mark of the makers shall be stamped on all flushing valves.
- 81.6. Self-closing taps which are of a non-concussive type approved by a Service Provider and which will not cause damage to the meter and fittings and which have been tested, approved and stamped may be installed.
- 81.7. The external form of bath or wash hand basin taps shall be optional to suit any particular style of bath or wash hand basin.

81.8. The fees prescribed in the tariff shall be payable for the testing and stamping of all taps, ball valves, flushing valves and other fittings.

## **82. Offences and Penalties**

82.1. Any person contravening or failing to comply with any provision of clause 4 (See also clauses 17, 20 and 80) of these By-laws shall be guilty of an offence and liable on conviction to a fine, or in default of payment, to imprisonment for a period not exceeding 2 (two) years.

82.2. Any person who contravenes or fails to comply with any other provision of these by-laws or who remain to be in default in complying therewith shall be guilty of an offence and shall be liable, on first conviction, to a fine, or in default of payment to imprisonment for a period not exceeding 6 months, and on any subsequent conviction to a fine, or in default of payment, to imprisonment for a period not exceeding 12 (twelve) months.

82.3. Any person who fails to comply in any respect with any notice served on him by a Service Provider in terms of these by-laws directing him to do or not to do anything, shall be guilty of an offence and be liable on first conviction to a fine and shall in addition be guilty of a further offence for every day or part of a day during which non-compliance continues and shall be liable in respect of each offence as aforesaid to a fine or in default of payment, to imprisonment for a period not exceeding 7 (seven) days for each day of contravention.

82.4. The fines referred to above, , shall be as annually determined by the Municipal Council and approved by the Chief Magistrate for the magisterial district and shall lie open for inspection at the Office of the Director Technical Services and the Service Provider.

82.5. No provision in these by-Laws should be construed as prohibiting any person from being charged with any common law offence in addition to the penalties as provided herein.

## **83. Interpretation**

In the event of any contradiction or inconsistency between these by-Laws and the Credit Control and Debt Collection By-Laws, the last-mentioned shall take preference.

84. The Water Supply Services Bylaws as promulgated in the Extraordinary Provincial Gazette No1010 dated 31 October 2003, under Notice 289 of 2003 is herewith repealed.

## **85. Commencement**

The Water Supply Services By-Laws are herewith promulgated and shall take effect on date of publication