

Only For Office Use  
Application File Number



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Wierda Park Ext 2, Centurion  
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Contact us Tel: (012) 653- 0600 ,416 Theuns van Niekerk St,Wierda Park, Centurion, South Africa

# Application for Prepaid Sub Meters & Services

## How to complete this application form

- Please complete in black ink
- Please print clearly
- One letter per block if possible

Electricity Meter  Water Meter

## 1. Applicant's Details

Title	<input type="text"/>	Initials	<input type="text"/>	Surname	<input type="text"/>
First Name	<input type="text"/>				
Trust/CC/PTY	<input type="text"/>				
Tel numbers (H)	<input type="text"/>	(W)	<input type="text"/>		
Fax	<input type="text"/>	Cell	<input type="text"/>		
Email Address	<input type="text"/>				

## 2. Property / Complex Details

Property / Complex Details															
Name	<input type="text"/>														
Door Number	<input type="text"/>														
Street	<input type="text"/>														
Area/Suburb	<input type="text"/>														
Town	<input type="text"/>														
Province	<input type="text"/>														

### Rental / Managing Agent Details

Name	<input type="text"/>														
Contact Number	<input type="text"/>														
Email	<input type="text"/>														

### 2.2 Property Type

Complex  Residential  Retail  Commercial  Industrial

Other / Description



Initial



- 2.5 Triple-M Metering shall in accordance with the instructions of the Owner/Client load the relevant electricity/water consumption tariff on the System according to which the Consumer will pay for his/her/its consumption of electricity/water at the Premises.
  - 2.5.1 Although Triple-M Metering can provide the Owner/Client with guidelines regarding the prescribed electricity/water consumption tariff that can be charged to consumers of electricity/water at the Premises, it is nevertheless expressly recorded that:
  - 2.5.2 The loading of the correct tariff is not the responsibility of Triple-M Metering, and the final responsibility to obtain the correct prescribed tariff rests with the Owner/Client who shall verify same with the relevant Authorities and inform Triple-M Metering thereof, who shall then load the tariff thus requested by the Owner/Client on the System, in accordance with such instructions from the Owner/Client.
  - 2.5.3 No person is authorized to make profit from or to charge any consumer/occupant/tenant/user for the consumption of electricity/water at a rate or at an amount in excess of that expressly authorized by Law, and the Owner/Client shall be obliged to comply with such prescriptive requirements. Service providers such as Triple-M Metering is however entitled to charge a service fee as herein provided for the services as herein provided for.
  - 2.5.4 The supply of electricity/water to the Premises and the operation of the Equipment shall at all times be subject to the relevant municipal by-laws and regulations, the Electricity Regulation Act, No. 4 of 2006, and all other relevant statutory provisions.
  - 2.5.5 The Owner/Client shall not be entitled to levy any charge or impose any penalty on the Consumer in respect of the use of electricity/water, nor request Triple-M Metering to program the System to do so, save to the extent as allowed by the relevant Authorities and/or in accordance with the relevant prescriptive measures.
  - 2.5.6 The Owner/Client shall be entitled to instruct Triple-M Metering to terminate the supply of electricity to the Premises due to the non-payment for electricity consumption by the Consumer, or the unauthorized tampering with the Equipment, or for any other lawful reason, and Triple-M Metering shall then act accordingly, subject to the indemnity provisions as provided for in paragraph 2.4 above, which shall then apply *mutatis mutandis*.
  - 2.5.7 Except in instances where the Local Authority or the relevant authority expressly agrees to the removal of an existing municipal electricity meter, and the substitution thereof by the Equipment herein referred to, it is recorded that the Local Authority or the relevant authority concerned shall be entitled to disconnect the supply of electricity to the Premises in cases of the non-payment of the account(s) rendered by the authority concerned, and Owner/Client shall therefore ensure that the funds recovered by the relevant retailer/authorized agency from the Consumer when he/she/it purchases electricity shall be credited to the relevant account at the authority concerned.
  - 2.5.8 The Local Authority shall not necessarily disconnect the electricity supply in instances where the system is programmed in such manner that the funds paid by the Consumer in respect of his/her/its electricity consumption does not accrue directly to the Authority concerned, but to another person/entity such as for example the Owner/Client himself, or the Body Corporate of a sectional title complex who continues to pay the Local Authority himself and who shall then be entitled to:
    - Charge the Consumer accordingly; and
    - Continue to be liable to the relevant authority for the supply of electricity/water to the premises; and
    - Be entitled to disconnect the electricity in case of non-payment by the consumer.
  - 2.5.9 The Owner/Client has an election to indicate whether the funds paid by the Consumer in respect of the purchase of electricity/water supply to the Premises is to accrue to:
    - The relevant authority/electricity/water generator/licensee directly; or
    - The Owner/Client directly; or
    - The Body Corporate of the relevant sectional title complex concerned; or
    - Such other party/person as the parties hereby may agree upon.In the circumstances where the Owner/Client elects that the funds are to accrue to any of the parties as referred to in sub-paragraphs (b), (c) or (d) above, then the Owner/Client shall ensure that the relevant payments are still credited to the relevant account of the authority concerned, by the relevant party as referred to in the said sub-paragraphs (b), (c) and/or (d) above, as failure to do so will result in the relevant authority disconnecting the electricity, irrespective of whether or not the Consumer has made the necessary payments to the parties referred to in the said sub-paragraphs (b), (c) and/or (d) above or not.
  - 2.5.10 The parties hereby acknowledge that Triple-M Metering is entitled, in respect of all instances that do not amount to an outright purchase of the Equipment (where no further involvement of Triple-M Metering is required) to:
    - 2.5.10.1 Receive a service commission equal to an amount not exceeding 6,16% of the funds collected from the Consumer by the relevant retailer's/distribution agencies where electricity/water is purchased by consumers;
    - 2.5.10.2 Charge a fee/receive a commission in respect of the following services that may be rendered by Triple M Metering:
      - an amount not exceeding 5.7% of all funds collected by all super-vendors (such as Itron House)
      - an amount not exceeding 1.14% of all cash funds collected by the aforesaid super vendors as a cash handling feeThis is a total of 13% of your purchase to drive the vending system as stated in the above.
  - 2.5.11 In instances where the Applicant/Owner/Client elects to purchase the Equipment outright and where no further backup or involvement on the part of Triple-M Metering is required, ownership of the Equipment shall pass to the Owner/Client upon completion of installation of the Equipment and payment of the Purchase Price as stated in the Schedule above and Triple-M Metering shall thereafter, save for assistance such as warranty requirements as specified by the Manufacturer(s) of the Equipment, and the receipt of the commissions/service charges referred to in 2.5.10 above have no further involvement with the Equipment.
  - 2.5.12 In instances where the Owner/Client requires backup or assistance from Triple-M Metering, ownership of the Equipment shall likewise pass to the Owner/Client upon completion of installation and payment of the Purchase Price of the Equipment, but Triple-M Metering shall continue to render the backup and/or support service as herein provided for, against payment of the fees/charges/commission as herein described. Triple-M Metering shall however only act and attend to the activation, monitoring, and/or disconnection of the Equipment after completion of the relevant application form and/or any such other documentation as may be prescribed by Triple-M Metering, by the particular consumer/occupant concerned.
- 3. DURATION OF AGREEMENT:**  
Save in the event of outright purchases of the Equipment where no continued involvement of Triple-M Metering is required, it is agreed that this Agreement shall commence with effect from the date of installation of the Equipment at the Premises, and continue indefinitely until terminated by either party on one month's notice, except in the event of a breach of the provisions of this Agreement in which event the provisions of paragraph 5 shall apply.
- 4. REPLACEMENT PROCEDURES:**  
If the Equipment was supplied and installed by Triple-M Metering, and it becomes faulty due to technical reasons, a new meter will be installed free of charge, save in the event of the meter becoming faulty or being damaged as a result of tampering, interfering illegal operation, abuse or the use of the meter contrary to the instructions of the manufacturer concerned. In such circumstances, a new meter will be reinstalled by Triple-M Metering but be invoiced at the full replacement and installation cost thereof which will then be payable to Triple-M Metering by the Owner/Client of the Premises. The Owner/Client concerned shall make its own arrangements to recover any such expenses from the consumer/occupant/party that was responsible for the damage caused to the Equipment concerned directly. Triple-M Metering shall not be obliged to repair or to replace any faulty equipment that was not supplied or installed by Triple-M Metering, and its duty to replace faulty equipment only relates to equipment that was supplied and installed by Triple-M Metering itself, or by a contractor expressly authorized thereto by Triple M Metering.
- 5. BREACH:**  
In the event of either party failing to comply with the provisions of this Agreement promptly and on due date, and remaining in fault for a period of 5 (five) days after dispatch to him/her/it of a notice to remedy such default, then the aggrieved party shall be entitled to either:  
5.1 Cancel the Agreement and to recover such damages as it may have suffered; or  
5.2 To claim specific performance in terms of the provisions of this Agreement.
- 6. LIMITATION OF LIABILITY:**  
6.1 Triple-M Metering shall not be liable to the Owner/Client for any edictal liability, loss, expense, claim, action or damage suffered or sustained by that party, or any other party, howsoever arising, unless such liability, loss, action, expense, claim or damage arises out of or pursuant to an intentional or grossly negligent wrongful act or omission of Triple-M Metering.  
6.2 Triple-M Metering shall not be liable to the Owner/Client or any other party, in any circumstances whatsoever for any indirect, contingent or consequential loss sustained or incurred by such party howsoever arising, and of whatsoever nature, including but not limited to loss of profits, whether or not both parties or either party contemplated such losses or damages at any time.
- 7. VARIATION, CANCELLATION AND SIGNATORIES:**  
No agreed cancellation of this Agreement and no variation of, addition to or deletion of a provision in this Agreement or any of its terms and clauses including the provision contained in this clause, shall be effective unless reduced to writing and signed by the parties.



Initial

