

Change of Ownership Form



Tel: 011 241 4880
Email: metering@eligugu.co.za
Reg No: 2013/023172/07
Vat No.: 4600281804

A copy of the Client's ID/Passport and the residential tax invoice must be attached with the form

SEND COMPLETED FORM USING THE BELOW OPTIONS



Email
metering@eligugu.co.za

or



34 Hilliard st, Ophirton
Johannesburg, 2091

Or



WhatsApp
+27 63 0366 604

CURRENT PROPERTY OWNER DETAILS

Fill in the information below

Owner Full Name / Company Name

Owner I.D Number / Company Reg No

Owner Cellphone / Landline Number

Email Address

Address (where meters are installed)

NEW PROPERTY OWNER DETAILS

Fill in the information below

Owner Full Name / Company Name

Owner I.D Number / Company Reg No

Owner Cellphone / Landline Number

Email Address

NEW OWNER BANKING DETAILS FOR REIMBURSEMENT

Fill in the information below

Account Holder's Name (Property Owner)

Bank Name

Bank Account Number

Tariff

Meter Numbers

Fill in the information below

No	Eligugu Meter number	Commercial	Residential
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Change of Ownership Form

By signing this form I agree that I am the property owner - my banking details are correct and I agree to the Terms and Conditions at the of the form
Meter operates as a sub-meter and does not replace the Municipal or Eskom meter.

CURRENT PROPERTY OWNER

Name:

Date:

Signature:

NEW PROPERTY OWNER

Name:

Date:

Signature:

OFFICE USE

Captured by:

Date:

Signature:

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context: 1.11 "Administration Fee" means the fee charged by the Eligugu Prepaid for the vending of prepaid utilities and which fees shall be expressed as a percentage of the token but which shall not exceed 8.75% (excluding VAT) of the Token Value. 1.1.2 "Agreement" means this agreement for the provision of the Services and includes any annexure, appendices or schedules to this agreement. 1.1.3 "Applicable Rate" means the specific tariff rates that the Prepaid Supplier will apply to the consumption of electricity at the Property. 1.1.4 "Bank Charges" means charges levied against Eligugu Prepaid (including but not limited to those levied by any bank, payment gateway or card merchant) in the course of receiving, processing or transmitting Token Payments; 1.1.5 "Client" means the person responsible for payment to a municipality, distributor or reseller for electricity consumed at the Property (whether that person is the owner of the Property, the authorized agent of the owner, or a lessee of the Property). 1.1.6 "Client Code" means the Supplier Group Code that has been entered into or is recorded in a Prepaid Meter of the Client. 1.1.7 "Client Proceeds" means the proceeds of the Token Consideration that is payable by the Prepaid Supplier to the Client as contemplated in clause 5.3.1 below. 1.1.8 "Commercial Property" means any Property that does not qualify as Residential Property; 1.1.9 "Common Area Charge" means an electricity charge that relates to the Property, or a common area related to the Property, and for which the Client is liable but which is not accounted for in the Occupant's consumption as recorded by the Prepaid Meter (provided that any such charge shall represent a true reflection of the actual expense incurred by the Client). 1.1.10 "Instruction" means an instruction issued by the Client to Eligugu from time to time, whether telephonically or in writing (including but not limited to email or telefax). 1.1.11 "Merchant Fee" means actual charge levied against the Prepaid Supplier by Token Vendors including retail outlets and other third party vending points and channels which fees shall not exceed 4 % (excluding vat). 1.1.12 "Meter Equipment" means the Prepaid Meter as well as vending equipment and credit dispensing units; 1.1.13 "Occupant Agreement" means the lease, usage or other agreement in terms of which the Occupant acquires the right to occupy the Property and/or consume electricity at the Property; 1.1.14 "Occupant" means the person or persons who occupy the Property and/or consume electricity at the Property; 1.1.15 "Parties" means the Client and Eligugu Prepaid, and "Party" means any one of them, as the case may be; 1.1.16 "Prepaid Supplier" means Eligugu Prepaid Proprietary Limited (registration number 2013/023172/07) or any successor in title or permitted assign from time to time; 1.1.17 "Property" means the Property in respect of which the Services are to be provided (and which is as described in the Registration Form or the details of which have been provided as part of the Instruction); 1.1.18 "Prepaid Meter" means a pre-paid electricity dispenser that has been or is to be installed at the Property; 1.1.19 "Registration Form" means the form to which this Agreement is attached and which is to be completed by the Client; 1.1.20 "Regulated Rate" means the regulated or approved electricity tariff applicable to the supply of electricity by a licensed electricity distributor in the same area from time to time; 1.1.21 "Relevant Laws" means all laws governing the Client in relation to the provision of electricity at the Property, including but not limited to the Rental Housing Act, the Electricity Regulation Act 4 of 2006, all relevant municipal by-laws and regulations, and all other relevant statutory provisions; 1.1.22 "Rental Housing Act" means the Rental Housing Act 50 of 1999; 1.1.23 "Residential Property" means any Property that would constitute a "dwelling" as contemplated in the Rental Housing Act; 1.1.24 "Services" means Prepaid Metering System administration services including prepaid funds collection, token generation and related miscellaneous supporting and reporting services; 1.1.25 "Service Fee" means the Administration Fee plus applicable Merchant Fee; 1.1.26 "STS" means Standard Transfer Specification, the global standard for ensuring the inter-operability of different Meter Equipment and Prepaid Metering Systems, and the transferability of Tokens; 1.1.27 "STS Association" means the Standard Transfer Specification Association, a company not for profit registered in terms of the laws of the Republic of South Africa, and which is responsible for the management and administration of the STS; 1.1.28 "System" means a software management system utilized for the issuing and redemption of Tokens; 1.1.29 "System Supplier" means the third-party supplier that has been contracted, by the Prepaid Supplier, to provide the System; 1.1.30 "Supplier Group Code" means an STS code used to link Meter Equipment to the System of a particular System Supplier; 1.1.31 "Token" means a uniquely identifiable prepaid voucher, with a specific value, which is issued in respect of a particular Property and which may be redeemed using Meter Equipment in order to consume electricity at that Property; 1.1.32 "Token Consideration" means the sum paid by on behalf of the Occupant as consideration for a specific Token; 1.1.33 "Token Electricity Value" means the value of the electricity that is made available to the Occupant pursuant to the payment of the Token Consideration and the issuing and redemption of that Token (and, if applicable, following the deduction of the Service Fee from the Token Consideration as contemplated in clause 4.1.4 below); and 1.1.34 Token Vendor means a third-party seller of Tokens (including retail outlets and other third party vending points and channels). 1. **INTRODUCTION** 1.1 The Client has purchased and installed, or is in the process of purchasing and installing, the Prepaid Meter. 1.2 The Client hereby appoints the Prepaid Supplier: 1.2.1 to render the Services to the Client on the terms and conditions recorded in this Agreement. 1.2.2 as its agent to collect payment from the Occupants on its behalf. 2. **DURATION** This Agreement shall commence on the date of acceptance of its terms by the Client and shall endure for an indefinite period provided that either Party may cancel the Agreement by giving the other Party 3 months' written notice of its intention to do so. 3. **INSTALLATION AND SET UP** 3.1 The Client shall: 3.1.1 appoint an electrician to install the Prepaid Meter; 3.1.2 ensure that the Prepaid Meter has been installed correctly and that a certificate of compliance has been issued by the electrician; 3.1.3 ensure that the Client's electrical installation in relation to the Prepaid Meter complies with all Relevant Laws relating to its installation, operation, usage and maintenance (and the Prepaid Supplier shall have no responsibility or liability to the Client in that regard). **SERVICE FEES TO BE BORNE BY CLIENT OR BY OCCUPANT** 3.2 In the event that the Property qualifies as a Residential Property, the Client agrees and acknowledges the following: 3.2.1 No person is authorized to make a profit from or to charge any Occupant for the consumption of electricity at a rate or at an amount in excess of that expressly authorized by Relevant Laws. 3.2.2 The Applicable Rate shall not exceed the Regulated Rate. 3.2.3 The Service Fees due to the Prepaid Supplier in respect of the Residential Property shall be borne by the Client (and may be recouped by means of a provision in the sum charged for rental), with the calculation of the Client Proceeds payable to the Client in terms of clause 5.3.1 below being as follows: Client Proceeds = Token Consideration – Service Fees 3.2.4 Notwithstanding the foregoing, in the event that the Client provides an Instruction to the effect that the Service Fees are to be borne by the Occupant, then – to the extent permitted by the Relevant Laws from time to time – the Service Fees shall be borne by the Occupant, with the result that the Token Electricity Value is reduced in accordance with the following calculation: Token Electricity Value = Token Consideration – Service Fees and in such event the Client warrants that the Occupants have, in writing in the Occupancy Agreement, duly and irrevocably consented to the deduction of the Service Fees from the Token Consideration (with the result that there is a corresponding reduction in the Token Electricity Value). 3.2.5 Notwithstanding the provisions of this clause (and to the extent permitted by the Relevant Laws from time to time), the Client shall be entitled to issue an Instruction to the effect that the Prepaid Supplier shall cause the Common Area Charges (if applicable) to be borne by the Occupant, whereupon the Common Area Charges shall too be deducted from the Token Consideration, with the calculation being as follows: Token Electricity Value = Token Consideration – (Service Fees + Common Area Charges) 3.3 In the event that the Property qualifies as Commercial Property, the Client agrees and acknowledges the following: 3.3.1 To the extent permitted by Relevant Laws, the Client shall be entitled to provide the Prepaid Supplier with an Instruction: 3.3.1.1 as to the Applicable Rate – subject to the proviso that, where no such Instruction is given, the Applicable Rate shall be the Regulated Rate; 3.3.1.2 as to whether the Service Fee is to be borne by the Client (as contemplated in clause 3.2.3 above) or the Occupant as contemplated in clause 3.2.4 above) – subject to the proviso that, where no such Instruction is given, the Client shall be deemed to have given an Instruction to the effect that the Service Fee is to be borne by the Occupant; 3.3.1.3 as to whether a Common Area Charge shall apply and whether, if so, it is to be borne by the occupant (as contemplated in clause 4.1.5 above) 3.4 Should the client require Key Change Tokens to Port their meter/s to an alternative Service Provider, Eligugu Prepaid will provide such tokens at an Administrative Charge of R500.00 ex VAT **4. TOKEN ISSUING, PAYMENTS & REPORTING** 4.1 Tokens shall be issued: 4.1.1 by such methods as the Prepaid Supplier may reasonably determine from time to time, which methods may include issuance of printed Tokens to Occupants or electronic issuance via email or SMS messaging; 4.1.2 for any value which an Occupant may request, subject to a maximum or minimum Token value which the Prepaid Supplier may impose from time to time. 4.2 Within a reasonable period after receipt of funds for the Tokens, payment may be made: 4.2.1 by direct deposit or EFT by Occupants to such bank account as may be nominated by the Prepaid Supplier from time to time; 4.2.2 by credit card payment through the Prepaid Supplier's website; 4.2.3 by hand-held terminal linked to the Prepaid Metering System; 4.2.4 to participating retailers subscribing to the Prepaid Metering System; 4.2.5 via bank ATMs; or 4.2.6 by such other methods as may be determined from time to time by the Prepaid Supplier. 4.3 The Prepaid Supplier shall: 4.3.1 by the seventh business day of each month, remit to the Client the Client Proceeds, being: 4.3.1.1 where the Client is to bear the Service Fee (as contemplated in clause 3.2.3 above), the Token Consideration collected by the Prepaid Supplier from the Occupant during the immediately preceding month less the Service Fee; 4.3.1.2 where the Occupant is to bear the Service Fee (as contemplated in clause 3.2.4 above), the Token Consideration collected by the Prepaid Supplier from Occupants during the immediately preceding month, less any other amounts that may be due and payable by the Client to the Prepaid Supplier from time to time; 4.3.2 keep full and proper accounts and records of all transactions concluded in relation to the Services for a reasonable period; and 4.3.3 provide the Client with access to relevant reports via a web interface. 5. **CHANGE IN SUPPLIER GROUPS** Where this Agreement is terminated for any reason, the Client shall be entitled to request that the Prepaid Supplier provides the key change tokens that would enable the Client to connect the Prepaid Meter to a system operated by an alternative System Supplier, provided that the Prepaid Supplier shall be entitled to charge the Client a reasonable administration fee for doing so. 6. **APPOINTMENT OF AGENT** The Client hereby nominates, constitutes and appoints the Prepaid Supplier, with power of substitution, to act as its lawful attorney and agent and to do all that it may do in relation to the Prepaid Meter and the Client Code, including but not limited to: 6.1 requesting any information from the STS Association, its delegated department, its member, its licensee or its service provider to effect any change that may be required to the Client Code from time to time; 6.2 the reformatting updating, replacement and amendment to the Client Code; 6.3 the reversion of the Supplier Group Code to the default Supplier Group Code for the manufacturer of the Prepaid Meter, including but not limited to by means of the supply of key change tokens to the Prepaid Supplier. 7. **EXCLUSIONS AND LIMITATIONS OF LIABILITY** To the fullest extent permitted by statute: 7.1 The Prepaid Supplier warrants that it is entitled to provide the Services but provides no other warranties, whether statutory, express or implied (and all such other warranties are excluded save where prohibited by law). 7.2 The Prepaid Supplier does not warrant that the Services will be uninterrupted or error free, nor is any warranty given or implied as to the suitability of the Services for any particular purpose, notwithstanding that any such purpose may be known or ought reasonably to have been known to the Prepaid Supplier. 7.3 The Prepaid Supplier shall not be liable for any delay, failure, breakdown, damages, losses, cost, claims, fines or expenses arising from: 7.3.1 the use of or access to the Services by the Client or any Occupant, or from an inability of either the Client or any Occupant to access or use the Services; 7.3.2 any fault in any Meter Equipment or in the Prepaid Metering System; 7.3.3 any circumstances outside of the reasonable control of the Prepaid Supplier; 7.3.4 the intentional or negligent act or omission of any person not being a duly authorized employee, sub-contractor, agent of the Prepaid Supplier or any third party not authorized to act in terms of these terms and conditions; 7.3.5 the actions, omissions or service interruptions of any utilities provider or third party service provider, including any telecommunications, network or electrical service provider. 7.4 Without in any way derogating from the provisions of clauses 7.1 to 7.3, the Prepaid Supplier shall not be liable to the Client in any event for loss of profits or for indirect, incidental, special or consequential damages arising out of or in connection with the performance or non-performance of the Services or use of any Meter Equipment of Prepaid Metering System. The Client agrees and acknowledges that the supply of electricity to the Property is always subject to and dependent on the supply of electricity by the relevant authorities, and – to the extent permitted by statute, indemnifies and holds harmless the Prepaid Supplier against any claims from an Occupant or any other person or party that may arise from such non-supply, interruption, power surge or any other activity not reasonably falling under the control of the Prepaid Supplier. 7.5 Under no circumstances will the Prepaid Supplier be liable for any damages sustained by the Client or its Occupants in circumstances where the Prepaid Supplier has performed its duties as set out in this Agreement with reasonable care and skill or in accordance with the reasonable standards of the industry. 7.6 Without in any way derogating from the provisions of clauses 7.1 to 7.5, any liability by the Prepaid Supplier to the Client under this Agreement, whether arising out of contract or depict, will be limited to direct damages only and shall not exceed, in the case of a claim by any Client, an amount equal to 150% of the Service Fees charged in the month preceding the month in which the claim arose. 8. **INDEMNITY** To the fullest extent permitted by statute and without derogating from any of the other provisions of this Agreement, the Client indemnifies the Prepaid Supplier and its employees against all losses, damages, costs or expenses (whether direct or indirect) which the Prepaid Supplier may suffer or incur and all and any claims which may be brought against the Prepaid Supplier and/or its employees by any third party in respect of any loss, liability (whether actual / contingent, or otherwise), damage, costs and expenses of any nature whatsoever as a consequence of or which may arise from or be attributable to the breach by the Client of any of the provisions of this Agreement or any act or omission on the part of the Client or from any other cause whatsoever. 9. **UNDERTAKINGS AND ACKNOWLEDGEMENTS BY CLIENT** 9.1 The Client warrants that the information provided in the Registration Form and all Instructions are true and correct. The Client shall notify the Prepaid Supplier, in writing, immediately upon there being any change in the details reflected in the Registration Form. 9.2 The Client confirms that it has the power to enter into and perform its obligations under this Agreement and that it has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes valid and binding obligations of the Client and is enforceable against the Client in accordance with its terms. 9.3 The Client confirms that the provisions of this clause 9 and clauses 7, 8 and 10 have expressly and specifically been brought to the attention of the Client. 9.4 The Client acknowledges that the Prepaid Supplier is neither a generator, supplier nor distributor of electricity. 9.5 The Client warrants that: 9.5.1 it shall comply with the Relevant Laws; 9.5.2 the terms and conditions of the Occupancy Agreement comply with Relevant Laws; 10. **AMENDMENTS AND NOTICES** 10.1 to the fullest extent permitted by The Prepaid Supplier may amend or substitute any terms or conditions of this Agreement by issuing a notice addressed to the Client. 10.2 A notice sent to the Client shall be deemed to have been received by the Client within seven (7) days after the date of sending. 10.3 The Client shall be bound by the amendments unless the Prepaid Supplier has been notified otherwise in writing within seven (7) days after receipt of notice. 10.4 Should any amendment be unacceptable to the Client, the Client will have the right to cancel this Agreement. 11. **BREACH** In the event of either of the Parties committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of ten days after receipt of a written notice from the other Party calling upon the defaulting Party to so remedy, the aggrieved Party will be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement, or to cancel this Agreement and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement, or to cancel this Agreement forthwith and without further notice claim and recover damages from the defaulting Party. 12. **FORCE MAJEURE** 12.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that party (including without limiting the generality of the foregoing, war, civil commotion, riot, insurrection, fire, explosion, flood and acts of God), the party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss of damages either general, special or consequential which the other party may suffer due to or resulting from such delay or failure, provided always that written notice shall within 48 (forty eight) hours of the occurrence constituting force majeure be given of any such inability to perform by the affected party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such force majeure. 12.2 Either Party invoking force majeure shall use its best endeavour's to terminate the circumstances giving rise to force majeure and uptermination of the circumstances giving rise thereto, shall forthwith give written notice thereof to the other Party. 13. **NOTICES AND DOMICILIA** 13.1 The Parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties. 13.2 For purposes of this Agreement the Parties' respective addresses will be, in the case of: 13.2.1 the Prepaid Supplier: 46 eep street ophilton booyens 2019 13.2.2 the Client: at the Property; or at such other physical street address in South Africa of which the Party concerned may notify the other in writing. 13.3 Notwithstanding the provisions of clause 13.1, a written notice or other communication actually received by either Party including by means of a data message shall be adequate written notice or communication to that Party notwithstanding that the notice was not sent to or delivered at its chosen domicilium address and a data message shall be deemed to have been sent and received at the times and at the places contemplated by section 23 of the Electronic Communications and Transactions Act 25 of 2002. 14. **GENERAL** 14.1 Save to the extent contemplated in clause 10 above, no addition to or variation, consensual cancellation or novation of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives. 14.2 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, will in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or stop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. No waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by waiving Party concerned. 14.3 The Parties confirm that they have the power to enter into and perform their obligations under this Agreement and that they have taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes valid and binding obligations enforceable against the Parties in accordance with its terms. 14.4 Termination or expiry of this Agreement for any cause does not release any Party from any liability which at the time of termination or expiry has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination or expiry. 14.5 If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired. 14.6 This Agreement is governed by and shall be construed in accordance with the laws of South Africa. 14.7 The Parties acknowledge that there may be circumstances during the currency of this Agreement where implementation of certain provisions of this Agreement may not be feasible, in which event the parties shall negotiate with each other in good faith with a view to achieving a mutually satisfactory alternative, failing which the provisions of this Agreement shall prevail. 14.8 The Client shall not be entitled to cede or assign any of its obligations in terms of this Agreement without the written consent of the Prepaid Supplier. 14.9 Any change in ownership or control of the Prepaid Supplier shall not be grounds for termination of this Agreement by the Client and the Prepaid Supplier shall be entitled to cede and assign any of its rights and obligations in terms of this Agreement by the delivery of written notice to the Client at any time. 14.10 Save to the extent contemplated in clause 10 above, this Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties. 14.11 The Client agrees and records that: 14.11.1 Instructions may be given telephonically and the Agreement may be entered into by means of an oral acceptance conveyed by the Client to the Prepaid Supplier telephonically; 14.11.2 The Client grants the Prepaid Supplier the right to record on audio tape (or any other format) any conversations the Prepaid Supplier may have with the Client.