

## **Terms & Conditions**

- 1. Acceptance of this quotation establishes a contract between yourself and the supply Authority and you agree to submit yourself to the jurisdiction of any Magistrate Court in Zimbabwe in the event of any dispute arising directly or indirectly from the terms of the contract irrespective of the amount that may be involved even if it exceeds the normal jurisdiction of the Magistrate Court**
- 2. Before supplies may be made available a deposit which is refundable plus accrued interest paid, or a security given to the satisfaction of the Authority, 'to cover the estimated cost of two months ' supply of electricity in addition to the supply authority's right to disconnect supplies for failure to pay any account by its due date, the deposit paid or security given will be held as surety against payment of accounts rendered. The supply Authority may, at any time and at its sole discretion, require any deposit or security to be increased, if in its opinion circumstances so require.**
- 3. The payment of the connection fee gives no right or title to any of the authority's equipment, and the Authority reserves the right to make extensions from any of its lines or substations without refund of any nature except in the case of group schemes or similar where the initial customer/s paid for the infrastructure and other new customer/s join in within the first five years.**
- 4. Where the supply Authority uses a loop cable to loop from one customer to another, access will be given to the meter board for the purpose of terminating such loop cables.**
- 5. Where the installation is subject to a fixed charge in terms of the ruling tariff, the fixed monthly charge is payable from the date the supply is made available, whether electricity is used to this value or not.**
- 6. Siting of power lines will be determined by the supply Authority, which shall be provided free of charge with such rights over land as are necessary for the purpose of electricity supply, and for the extension or development of the supply Authority's power lines.**
- 7. Trees, shrubs, embellishments or anything which may obstruct, impede or interfere with the power lines of the supply authority shall be removed or otherwise dealt with by the owner or customer to the satisfaction of the supply Authority except where the Authority was granted wayleave.**
- 8. The customer agrees that charges may be based on actual meter readings or on average consumptions and that on request by the supply Authority he will complete and return to the supply Authority an official meter reading return, postage prepaid by the Authority. The submission of meter reading cards does not remove the supply Authority's right to enter the premises to take cross checks on actual meter readings.**
- 9. If payment of the connection fee is to be deferred by agreement with the supply Authority's credit control staff. An irrevocable bank guarantee, or other approved security, which must be provided on acceptance of this quotation, must secure the outstanding balance.**

10. The charges for supplies will be in accordance with the gazetted tariffs and any amendments thereto.
11. In the event that the Authority upon inspection discovers that the meter was not given a correct reading resulting on overcharging or undercharging, the consumer agrees that upon correction of the meter and if it is found that he was being over charged, his account will be credited with the amount for the period he was overcharged and if he was undercharged his account will be debited with the amount for the period he was undercharged.
12. This quotation will lapse if it is not accepted, or if the payments referred to in the quotation have not been received within 24 hours from the date the quotation was prepared as stated on this form.
13. If for any reason a supply of electricity is not available within 12 months of this agreement being returned to the supply Authority, both offer and agreement shall be regarded as cancelled and a further application must be submitted, should electricity still be required.
14. The payment of a connection fee does not bind the supply Authority to make a supply available by any given date, but every effort will be made to provide the required supply in the shortest possible time.
15. Where with the agreement of the supply authority's apparatus is used as an earth connection for an installation, the customer shall be deemed to indemnify the supply Authority against loss or injury to plant or personnel arising directly or indirectly from such use.
16. The Authority's meters and associated facilities will be in the customer's care. They will be repaired or replaced by the authority at a cost to the customer if stolen, destroyed or damaged (other than by ordinary wear and tear or by act of nature or electricity fault)
17. The consumer undertakes to pay interest on overdue accounts at the prime bank rates or as may be fixed from time to time, legal costs at Legal Practitioner and client scale and collection commission in the event that any legal action is taken against him for the recovery of the outstanding amount.
18. The Supply of electricity is subject to these conditions; the provisions of the Electricity Act (chapter 13:05) by-laws and regulations affecting the supply of electricity as amended from time to time. Word phrases used in these conditions that are defined in the legislation referred in this paragraph shall be interpreted in accordance with such definitions. This application shall not be deemed to limit or derogate from the rights of the Authority.