



FAX: 031 267 3822 - OFFICE: 086 111 9990 - EMAIL: info@ekhwesi.com

SERVICE AGREEMENT

EKHWESI MANAGED METER REGISTRATION

WATER AND ELECTRICITY

PLEASE COMPLETE ALL REQUIRED DETAILS LISTED BELOW IN BLOCK CAPITALS:

OWNER DETAILS			
Ekhwesi Account Number			
First Name			
Surname			
Contact Number			
ID/Registration Number			
Email Address			
Street Address			
Town			
City		Post Code	
Rate per KWH/KL			
Meter Number/s			

PLEASE ATTACH ALL REQUIRED DOCUMENTATION LISTED BELOW:

DOCUMENTATION		
<u>Private Owner Requirements</u>	<u>Body Corp Requirements</u>	<u>Managing Agents</u>
Copy of Identity Document	Body Corp's Registration Forms Identity of all Members	Copy of Identity Document
Utility Bill of Metered Property	Utility Bill of Metered Property	Utility Bill of Metered Property
Bank Statement Stamped / Cancelled Cheque	Bank Statement Stamped / Cancelled Cheque	Bank Statement Stamped / Cancelled Cheque

FOR INTERNAL USE ONLY			
BODY CORPORATE		PROCESSING	
Title		Email	
Region		Report	
Unit Details		Bank	
EKHWESI ENERGY			
	Processed by	Checked by	Authorized by
Name			
Signature			
Date			

Signatures	Client		Ekhwesi Energy	1.		2.
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Ekhwesi Managed Vending:

Cost: Service Charge 10% of Transaction Value, deducted either at point of purchase or at month-end based on the nature of the utility being managed and local Municipal laws.

All vending rates are set in accordance with the existing Municipal or Eskom account on any given property as per NERSA guidelines. Ekhwesi Energy is NOT a reseller of electricity or water. No profit is made from the rate per KWH/KL loaded onto the Ekhwesi vending system.

Vending Options:

- Purchase a Credit Token from any **EasyPay** outlet i.e.: Pick n Pay, Checkers, Boxer, Shoprite, www.easypay.co.za, ATMs, Internet Banking and Mobile cellphone applications. Purchase by requesting Eskom Prepaid Electricity using your 11-digit Meter Number and the amount you wish to purchase.
- Purchase a **UNIPIN** voucher from any electricity-enabled CigiCell vendor including: Spar, BP Express, and Engen garages. Then SMS the Voucher Number as per instruction on the voucher for your Token Number. Purchase using a UNIPIN voucher to your preferred value. UNIPIN is a generic voucher and as such no Meter Number details need to be provided at point of purchase.

Disclaimer:

Ekhwesi Energy will not be held responsible for any errors submitted by the applicant.

I, _____, agree to the above Terms & Conditions.

Signed: _____.

Signed at: _____.

Date: _____.

Signatures	Client		Ekhwesi Energy	1.	2.
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SERVICE AGREEMENT
EKHWESI MANAGED METER REGISTRATION
WATER AND ELECTRICITY

Entered into, by and between: _____,

Hereinafter referred to as "**Principal Agent**"

Represented by: _____.

In his/her capacity as: _____.

And

EKHWESI ENERGY (PTY) LTD,
(2006/036195/07)

Hereinafter referred to as "**Company**"

Represented by N SINGH in her capacity as the Operations Manager of the company operating under the Company's Charter,

- Together referred to as the "Parties"
- And individually as a "Party",

To be effective as of ____ day of _____ 2015.

NOW WHEREFORE IT IS AGREED THAT:

Signatures	Client		Ekhwesi Energy	1.		2.
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1. Definitions & Interpretations.

1.1 Client – physical person that concludes the **client agreement** with the Company by any means not contradicting the current legislation, including the usage of Internet technology at forming the client's order. In the context of this Agreement a Client would represent an owner, or tenant of an owner belonging to a Body Corporate where the Principal Agent has been mandated by the Body Corporate, to collect Payments received by the Company from the Client, less the commission (as specified in 5.1 of this present agreement) for services of the Company in providing a prepayment electricity and water solution to the Client.

1.2 Client Agreement – agreement where the Company renders services and (or) sells goods to the Client; and the Client pays for these services and (or) goods. Services in the context of this agreement would include the successful delivery of prepayment STS tokens (1.9) via third party company devices (1.11).

1.3 Payment- an amount of money paid by the Payer as the payment under the Client Agreement by any means not contradicting the current legislation including pay points, ATM's, Internet online purchasing, and under the terms of the Company that doesn't contradict the terms of the present Agreement.

1.4 Client's Bank Account- analytical account in the Company's Management and Vending system that reflects the operations concerning the implementation of the Client Agreement concluded with the present Client.

1.5 Payer- any physical person, including the Client that makes the payment on behalf of the Client.

1.6 Prepayment Electricity/Water – allows the receiving of payments from the Client prior to service consumption (upfront payment).

1.7 STS Prepayment Electricity/Water (Meter) - refers to the metering device which is placed inside the Client's premises. The meter allows the drawing of electricity or water to the value of credit available on the meter.

1.8 Meter Number - refers to the unique number of the meter, determined by the manufacturer. It appears on the front legend plate on the meter and is programmed in to the meter memory. STS meters are characterised by an eleven (11) digit serial number - this number, together with the swipe card, ID document and Proof of Ownership or an old token are required when purchasing tokens from the Company's vending system.

1.9 STS - Standard Transfer Specification, which defines the standard token coding method and format. Tokens made on the Company's vending system comply with the STS standard and encrypted data based on twenty (20) numeric digits printed out on a printer, (or) received via a SMS text message, are used to load credit into the meter.

1.10 Management & Vending System – the Company's revenue management system that manages both the financial and meter related information for each Client. Provides detailed reporting and incorporates the vending equipment which is used to generate meter specific STS tokens.

1.11 EasyPay and Blue Label – third party companies that provide pay points at various retail outlets, online purchasing via Internet websites that allow the Client to conclude a Client Agreement with the Company. Easy Pay point of sale devices print the live 20 digit STS token on the till slip, and Blue Label devices distribute a UNIPIN voucher that the Client would redeem for a prepayment STS token via SMS.

2. Subject of the Agreement. General Provisions.

2.1 In accordance with the present Agreement, the Company, if ordered in writing by the Principal Agent, and accepted in writing by the Company, is obliged to carry out the operations concerning the receiving of Payments from the Payers and its transfer into the Principal Agent's bank account specified in the **Article 13** of the present Agreement (hereinafter referred to as "Company's services" and the Principal Agent is obliged to pay for the services of the Company.

2.2 To fulfil the obligations arising from the present agreement, the Company has the right to involve third parties, but it is still responsible for their actions in front of the Payer.

3. Company's Rights & Duties.

3.1 The Company shall:

3.1.1 accept Payments from the Payers that satisfy the following terms:

a) The 11 (eleven digit) unique meter number for which the Payer is making a Payment must be specified when the Payer makes the payment.

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b) Client Agreement is also effective on receipt of a STS token request from Easy Pay or Blue Label as per the Company's back to back agreement with Easy Pay and Blue Label.

3.1.2 Credit the Client's analytical account in the Company's Management and Vending system with the amount of the Payment received via successful request received by the Company from **Easy Pay** or **Blue Label**.

3.1.3 Fulfil the interaction with the Client. This includes providing reliable and secure Vending infrastructure with full redundancy, ensuring maximum uptime of the platform.

3.1.4 Transfer all payments received by the Company from the Payers into the Principal Agent's bank account monthly, by the 4 (fourth) day of the current month less the commission. If the stated day is a public holiday, the money must be transferred on the next working day. The date of transfer is the date when money is deducted from the Company's bank account.

3.1.5 Keep all electronic documents confirming the payments during 3.5 years (three years and six months) from the date of the payment.

3.1.6 Give the information about the payments within 3 (three) working days as required by the Principal Agent.

3.1.7 Stop accepting the payments if the agreement is terminated.

3.1.8 Fulfil other duties implied by the present Agreement.

3.1.9 The company acknowledges that as per current legislation and

In accordance with NERSA that the end user (tenant) should in no way be forcibly denied access to their utilities and that refusal to supply utilities can be considered to be against the users rights. Access may be restricted through the vending systems and hardware but cannot be totally blocked or denied. Any action or decision made by the principle agent to perform similar actions to those mentioned above will be done so at the principle agents' discretion and in doing so the principle agent completely indemnifies Ekhwesi Energy (PTY) Ltd from and liability that may arise as a result of these actions. NERSA dictate the laws and acts which govern our industry, information can be obtained from their website www.nersa.org.za. Regulations do vary from installation to installation based on local municipal/Eskom bylaws. These details are available through the local utility provider in your area. Ekhwesi Energy (PTY) Ltd does not have direct access to your account and as such it is the ultimate responsibility of the Managing agent to ensure these details/particulars are in line with local laws.

4. Duties of the Principal Agent

4.1 The Principal Agent shall:

4.1.1 Advise the Company in writing of any changes in the Client's information as registered in the Company's Management and Vending system. Advise the Company in writing of any change required in the charge rate per energy unit in Rand per Kilowatt-hour (KWH) or for water in terms of the rate per kilo-litre as registered in the Company's Management and Vending System. This is the rate at which the Company's vending system converts a monetary value held in the Client's account, into a corresponding KWH/KL value represented as a twenty (20) digit electricity credit token. The Principal Agent is at all times responsible for the rate being charged per KWh/KL and accepts full liability for any rate (per KWh/KL) that the Principal Agent has mandated the Company to implement on the Company's Management and Vending system. The Principal Agent is responsible to ensure written confirmation is received from the Company confirming the requested rate change has been made and the effective date of the change. It follows that the Principal Agent should not assume that by the mere action of sending the written rate change request that the change has in fact been made by the Company. It is understood that **no profit** is to be made from the resale of electricity or water and the rate per KWh/KL reflected on the pre-paid tokens should be set according to the current municipal/Eskom tariff table. This legislation is covered under the following acts:

SIGN

- **National Energy Regulator Act (Act 40 of 2004)** – protects customer's interests.
- **Electricity Regulation Act (no 4 of 2006)** states the Regulator's right to regulate prices and tariffs.
- **Municipal by-law** – tariffs, rates and charges shall not be less favorable to the purchaser than those that would have been payable and applicable had the purchaser been supplied directly by the Municipality or Eskom.

Signatures	Client		Ekhwesi Energy	1.	2.
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SIGN

The principle agent hereby indemnifies the Company against any legal action alternatively loss suffered as a result of non-compliance by the principle agent with all legislation applicable to the installation and use of such electricity meter.

Sectional Titles Act 95 of 1986 - however, allows costs associated with the provision of electricity to be recovered via a separate surcharge or levy. The Company's Management and Vending system allows for the recovery of these costs via a separate surcharge. Recovery of these charges needs to be transparent to the Client and included in the relevant lease and/or body corporate rules. The Client will thereby sign acknowledgement upfront agreeing to these charges being deducted prior to receiving credit tokens.

4.1.2 Pay for the services of the Company as provided by article 5 of the present Agreement.

4.1.3 Return the excess amount to the Company that was erroneously transferred to the Principal Agent account not later than within 3 (three) working days from the date stated in the letter from the Company claiming to return money back.

4.1.4 Provide the reliable information about all responsible persons on behalf of the Principal Agent in **Schedule No1** of the present Agreement.

4.1.5 Fulfil other duties provided by the present Agreement.

5. Payments for the services.

5.1 The commission of the Company for rendering management, payment receiving and Prepayment vending services is **10% (ten percent) VAT** inclusive from the accepted amount of payments during the reporting period. The reporting period is 1 (one) calendar month.

Dependant on local municipal bylaws this amount may be debited from the end user at point of purchase or alternatively, if required from the property owner/duly appointed representative when monthly payment is made, this is stipulated by municipal law.

5.2 At the end of every calendar month, the Company will draw up the account reflecting the amount of accepted Payments and the amount of Company's commission during the reporting period. The Company will provide this statement for the Principal Agent's signature and deliver to the Principal Agent via email.

5.3 The commission of the Company for the services rendered to the Principal Agent in accordance to the present agreement is kept by the Company and deducted from the total amount of payments transferred to the Principal Agent as agreed in article 3.1.4 of the present agreement.

6. Liabilities of the Parties

6.1 If the terms of the present agreement are violated or not duly observed, a Party at fault shall pay to the other Party the losses occurred in the result of such violation.

6.2 The Company shall not be responsible for late transfer of the accepted Payments to the Principal Agent if the latter failed to inform the Company about the change of its bank details.

6.3 The Company shall not be liable for errors done by the Payer when making the Payment as well as when specifying the amount of power required.

6.4. DUE DILLIGENCE AND FAIR NOTICE.

6.4.1. It is the responsibility of the property owner/duly appointed representative to inform the tenant or end user in writing of the fact that the prepaid device has been installed in their property. The landlord/property manager must inform and educate the tenant with regard to how the device works, where tokens can be purchased, the applicable rates and fees and how they are recovered. In the event of arrears being collected through the prepaid device the property owner/duly appointed representative must inform the tenant in writing of the amount loaded for collection, the method and time frame of this collection and how the process will work with fair warning and allowance for mediation.

Proof of the existing arrears must be presented to both the end user and EKHWESI ENERGY (PTY) LTD in writing and must be accepted by all parties as being valid and accurate.

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6.5.1 Notwithstanding the above articles in Section 6.1 through 6.4

EXCEPT FOR ANY LIABILITY RESULTING FROM A BREACH OF ANY REPRESENTATIONS OR WARRANTIES CONTAINED HEREIN, THE PARTIES' ENTIRE LIABILITY RESULTING FROM THE OTHER PARTY'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE THE PARTIES' ACTUAL, DIRECT DAMAGES AS MIGHT BE PROVABLE IN A COURT OF LAW, BUT NOT TO EXCEED THE AMOUNT PAID AND/OR OWED PURSUANT TO THIS AGREEMENT TO ONE PARTY BY THE OTHER PARTY PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ALL CLAIMS WHATSOEVER ARISING OUT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR ANY ACT, EVENT, OR CIRCUMSTANCE AFFECTING THE PARTIES HERETO, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO ONE PARTY BY THE OTHER IN ACCORDANCE WITH THIS AGREEMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE APPLICABLE CLAIM. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR CLAIMS, DEMANDS OR ACTIONS AGAINST THE COMPANY BY ANY OTHER PARTY OR BY CUSTOMERS, EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT.

7. Confidentiality

7.1. Parties obliged not to disclose confidential information obtained in the course of the performance of this Agreement. Confidential information is not opened to general use information of either Party, disclosure of which can cause damages and/or affect business reputation of either Party, including but not limited by:

- Payers, Payments, Operational Volumes, Accounts Balance Information;
- Tariff Policy Information of the Parties;
- Financial Clauses of this Agreement;

7.2. Parties undertake not to disclose information, subject to Clause 7.1 of this Agreement, to any third parties, excluding parties entitled to receive and transmit the above mentioned information on behalf of either Party in the course of the performance of this Agreement.

7.3. In case of the termination or expiry of this Agreement Parties undertake not to disclose or use information, subject to Clause 7.1, in their own interest or interests of the third parties within 2 years from the date of termination or expiry of this Agreement.

8. Force Majeure

8.1. Neither Party shall be liable for any non-execution or failures to perform any of its obligations due to Force Majeure Events, Acts of God and causes beyond its reasonable control, occurred after the commencement date of this Agreement.

Force Majeure Events include without limitation fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, changes of law, failure of communications or utilities, and acts of third parties and other events that hamper Parties to perform any of its obligations of this Agreement.

8.2. In the event that either Party becomes aware of any such non-executions or failures, caused by Force Majeure Event, it shall immediately notify the other Party in writing and shall detail the nature of the Force Majeure Event and its anticipated duration.

8.3. If such non-execution or failure continues for more than 2 months from the date of initial notification of the occurrence of the force majeure event then either Party shall be entitled to terminate this Agreement forthwith by giving notice in writing to the other Party.

9. Term and Termination

9.1. This Agreement commences on the date hereof and shall continue in force for a term of 1 (one) year.

9.2. Term of this agreement thereafter shall continue for a period of every next calendar year until terminated by either Party serving on the other not less than 30 days written notice prior the expiry date of this Agreement.

9.3. Either Party may terminate this Agreement at any time by notice in writing to the other not later than 30 days prior prospective termination date of this Agreement after settling of all the mutual payments and fulfilment of their financial obligations, occurred in cause of the performance of this Agreement.

Signatures	Client	Ekhwesi Energy	1.	2.
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9.4. Parties may terminate this Agreement immediately at any time by mutual written agreement of both Parties; and such agreement shall not be unreasonably withheld.

10. Agreement Termination Consequences

10.1. From the termination date of this Agreement Company's authorities to accept and transfer Payments will be suspended.

10.2. Financial obligations of the Parties, as well as responsibilities of the Parties for the breach of this Agreement, will prevent termination of this Agreement till the date of their settlement.

11. Procedure of Dispute Settlement and Arbitration

11.1. If any dispute, difference or disagreement shall arise between Company and Principal Agent upon or in respect of the Agreement Parties shall undertake measurements to settle such dispute, difference or disagreement by means of negotiations.

11.2. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of South Africa.

12. Other Provisions

12.1. In all the other cases, not stated in this Agreement, Parties have to act in accordance to existing Law.

12.2. In case of Parties business details change, each Party has to immediately notify other Party in writing.

12.3. Any amendments and supplements to this Agreement or previous correspondence shall be valid only if they are presented in writing and signed by the persons duly authorized by both Parties.

12.4. Parties acknowledge that this Agreement, its appendixes, schedules, amendments, supplements, as well as documents connected to the performance of this Agreement, either mentioned or non-mentioned in this Agreement, etc. faxed or electronically mailed documents, as well as signed with mechanically or electronically copied signature, or any other analogue of a sign manual, operate as the original paper documents, signed with a duly authorized representative of the Parties.

12.5. This Agreement was drawn up in two copies, one copy for each Party. All copies of this Agreement are identical and have equal legal effect.

12.6. All Schedules and Supplementary Agreements to this Agreement constitute an integral part of this Agreement.

13. Essential Elements and Signatures of the Parties

Company: Ekhwesi Energy (Pty) Ltd (2006/036195/07)

Tel: 086 111 9990

Fax: 031 267 3822

Operations Manager: N Singh

Sales Manager: G Markwell

Signatures	Client		Ekhwesi Energy	1.	2.
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FAX: 031 267 3822 - OFFICE: 086 111 9990 - EMAIL: info@ekhwesi.com

BANKING DETAILS:	
Account Name	
Bank	
Branch Code	
Account Number	
CONFIRMED	

Signatures of the Parties:

Client Details:

Client Name

Client Signature

No complaints in connection to supplied services exist.

This Agreement was drawn up and signed in two copies, one copy for each Party.

All copies of this Agreement are identical and have equal legal effect.

Interaction Protocol (schedule No1).

Details of persons authorised to act on behalf of the Principal Agent:

Copies of all parties' identity documents must be attached.

Full Name: _____ ID Number: _____

Full Name: _____ ID Number: _____

Full Name: _____ ID Number: _____

FOR INTERNAL USE ONLY			
EKHWESI ENERGY			
	Processed by	Checked by	Authorized by
Name			
Signature			
Date			

Signatures	Client		Ekhwesi Energy	1.	2.
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TENANT INFORMATION FORM

To be handed to tenants, signed and returned with documents or upon tenancy.

Later elements such as Arrears Collection must be confirmed with supporting Proof.

Ekhwesi Energy Managed Vending Options:

- Purchase a credit token from any **Easy Pay** outlet i.e.: Pick n Pay, Checkers, Boxer, Shoprite, www.easypay.co.za, ATM's, internet banking and mobile phone apps. Purchase by requesting ESKOM prepaid electricity using your 11 digit meter number and the amount you wish to purchase.
- Purchase a **UNIPIN** voucher from any electricity enabled CigiCell vendor including; Spar, some BP Express and ENGEN garages. Then SMS voucher number as per instruction on the voucher for your token number. Purchase using a UNIPIN voucher to your preferred value. Unipin is a generic voucher and as such no meter number details need to be provided at point of purchase.

Arrears Collection & Fees:

- A service charge of 10% (including VAT) for every transaction is deducted either at point of purchase or at month-end based on the nature of the utility being managed and local municipal laws. These fees pay the 4 parties involved in supplying the service, without this charge we cannot offer this unparalleled access to vending.
- All vending rates are set according to the existing municipal or Eskom account on that specific property as per NERSA guidelines.
- No profit is made from the rate per KWH/KL loaded onto an Ekhwesi vending system by Ekhwesi Energy.
- Should you fall into arrears in terms of rental, utilities, levies etc. the amount owed may be loaded onto you profile and collected through your prepaid meter on a percentage per transaction basis.
- Similar fixed fees directly related to your electricity, water, levies or rental expenses may be collected through this system on a fixed monthly basis on the first vend of each month. This means any amount loaded for that month would need to be paid in full before normal vending will occur, months that result in no vending will mean the fee is added to the following months fixed fee.
- This is purely a revenue collection service. Your rate per KWH or KL is determined by the account present on your property and is the rate you would pay if the account was in your name.
- Ekhwesi Energy is not a reseller of electricity or water and as such makes no profit from the rate/tariff set on your device as per governmental law.

Signed by Tenant: _____.

Full Name: _____.

Identity Number: _____.

Signatures	Client		Ekhwesi Energy	1.	2.
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