
Terms and Conditions of Services

1. Terms and Conditions

These terms and conditions apply to the sale of our products and the services which The Business provides. The following terms and conditions may also apply:

- 1.1. The terms relating to the use of the **The Business** website; and
- 1.2. Our Privacy Policy which regulates how The Business will process your personal information; and
- 1.3. Any other instructions for use or warnings included in the documentation provided to you during the purchasing and registration of the meter.
- 1.4. These documents are the "contract" between you and THIS Business. Please make sure that you understand all of the terms and conditions, because by buying from us or using our website you are agreeing to them.
- 1.5. These terms and conditions may change from time to time. You cannot assume that they will be the same and must re-read them regularly if you are a repeat customer.
- 1.6. Our transaction with you will be governed by South African law and will be enforced in our courts. The Business reserves the right to institute action in any court which is entitled to hear the matter.
- 1.7. Accepting late payment, or not taking steps against you for the breach of these terms and conditions is not a waiver of our right to take steps.
- 1.8. The provisions of these terms and conditions are severable from each other. If any of these terms are declared invalid for any reason, the rest of the terms will remain valid.
- 1.9. Our transaction with you is governed by these terms and conditions and no other undertakings or representations relating to the product will be binding.

2. STS Association and Key Changes

"The Standard Transfer Specification (STS) has become recognised as the only globally accepted open standard for prepayment systems, ensuring inter-operability between system components from different manufacturers of prepayment systems. The application of the technology is licensed through the STS Association, thus ensuring that the appropriate encryption key management practices are applied to protect the security of the prepayment transactions of utilities operating STS systems.

For more information go to: <http://www.sts.org.za>

- 2.1. The Business will not key change any meters that have not been registered and vending on our vending system for at least 6 (six) months.
 - 2.2. The Business reserve the right to charge a fee for KCT tokens.
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- 2.3. Purchases made for purposes of vending on any other system are considered fraudulent purchases and will not be refunded and the meters will not be key-changed.
- 2.4. For customers that have purchased and are vending on The Business vending system and wish to change vendors, key changes will be provided under the following conditions:
- 2.5. Customer account is fully settled.
- 2.6. A formal email request is received by the rightful registered meter owner.
- 2.7. The key change request must be to a sub-metering STS Association Licensee with valid membership and that has and operates under its' own SGC (Supplier Group Code).
- 2.8. Bypassing any of the above requirements goes against the STS Association guidelines and code of conduct. In such cases, The Business reserve the right to take action for remedies against you involved to the full extent of the STS Code of Conduct and permitted in law.

3. Availability & Specifications

- 3.1. It is not always practical to publish detailed specifications of all our products. All images, descriptions, specifications and advertising on our site are provided for the sole purpose of giving you an approximate description of the goods. Full detailed specifications are available from us on request.
- 3.2. Please note that the images are not always an accurate representation of the product and the product may vary in appearance from the image on the website. Images may also include accessories and additional items which may or may not be included in the packaged box. You must not rely on images as they are limited representation of the product.
- 3.3. The Business do not accept liability for errors or omissions in the content of the Prepaid-website. This means that The Business will not be liable if you suffer any loss of any nature due to the inaccuracy of the website. Such loss could include consequential loss, data loss, lost revenues and lost profit. Also take note of the terms of use for our website.
- 3.4. All products and services are subject to availability and The Business are entitled to stop selling them at any time. If The Business do not supply the products for any reason, you will not be charged and The Business will refund any money already paid. The Business, however, will not be responsible for compensating you for any other losses, of any nature whatsoever (including consequential losses), which you may suffer if The Business do not supply the goods. All meters sold by the company are sub-meters. These do not replace any municipal meters. Replacing a municipal meter with a sub-meter is illegal. To get a municipal meter you need to apply at your local municipality.

Payments

- 3.5. All meters must be paid in full before the registration and delivery process can start.
- 3.6. All transactions will be processed in South African Rands (ZAR) unless otherwise stated in writing.
- 3.7. Although The Business will use best effort to ensure that the prices quoted are accurate and current, because of the nature of the goods, and due to the fact that some goods are linked to

ROE, prices can fluctuate and are subject to change without notice. In the event that a price change is necessary in respect of any goods, The Business will advise you, by e-mail, prior to delivery, thus giving you the opportunity to accept or reject any higher price.

- 3.8. Please ensure that correct delivery details have been provided as you will be held liable for any additional delivery costs incurred due to incorrect or invalid delivery details.
- 3.9. All meters on the Prepaid-Service vending system carries a monthly fee per meter per month. This management fee must be paid via debit order monthly.
- 3.10. The minimum management fee per meter per month will be charged even if the meter did not vend in that month.
- 3.11. Installation of the meter is not included in the price.
- 3.12. If you disconnect the meter from the vending system and you want to reconnect it again you will be charged a reconnection fee.
- 3.13. If any debit order is not deducted due to a lack of funds, you are liable for any costs involved in collecting the amount(s) due including any penalty fees levied by the bank.
- 3.14. If you fail to pay the management fee for any reason the meter will be disabled. This means that no new tokens will be generated until you have settled your account.

4. Meter Purchase - Payments

- 4.1. Payment can be made via EFT (Electronic Fund Transfer) into The Business bank account. Banking details will be provided. If you do not receive this for whatever reason please contact our sales department.
- 4.2. Orders shall only be processed upon actual receipt of payment. Please e-mail proof of payment.
- 4.3. The Business do not accept cheques, however:
 - 4.3.1. Should a cash deposit occur for any reason; the banking cash deposit fees will be charged to you.

5. Order Cancellation & Refunds

- 5.1. If your cancellation falls under the CPA, the applicable regulations shall apply.
 - 5.2. You can cancel an order within 5 working days after receipt of proof of payment or the product was delivered provided that the product remains in its unopened packaging. In these cases, you will be held liable for the following:
 - 5.2.1. The cost of returning the product to us; and
 - 5.2.2. If goods have been received, a 20% handling and administrative fee for the services rendered will be deducted from your refund.
 - 5.3. You must email us to confirm delivery details.
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- 5.4. Please note that The Business does not do installations of meters. You must make use of certified electrician for electrical meters and certified plumber for water meters. The Business does not take responsibility for installations.

6. Meter Registration

Your meter must be registered and paid for in full before it can be delivered. Following is required:

- 6.1. A copy of your South African ID,
- 6.2. Last month's electricity and water bill for the property and (if you have municipal prepaid meter then please send your Rates and Taxes bill and your last prepaid voucher)
- 6.3. A letter from the bank confirming the account number (must include: name of account holder, ID, date of opening account, account number)
- 6.4. Registrations are not completed over weekends or public holidays.

7. Delivery

Make sure that you give the correct delivery address. If you do not, you will be charged for the second delivery. Keep in mind that delivery may take longer depending on your location. If you live in a remote area, but require speedy delivery you should consider specifying a delivery address in a less remote location. You can change your delivery address if the meters have not been dispatched.

- 7.1. Once an order has been placed and payment received, your order shall remain pending until stock availability has been confirmed and registration is completed. See section 6 for more information on registration.
- 7.2. The following circumstances may lead to a delay in the delivery despite our best efforts:
 - 7.2.1. If you have not submitted all the required documentation, if your documentation is incorrect or incomplete, registration will be delayed and subsequent delivery will be delayed.
 - 7.2.2. If the product is out of stock, in which case The Business will inform you of the expected date of arrival of the new stock.
 - 7.2.3. If payments are received on weekends and public holidays, your order shall only be processed for registration and invoicing on the following working day.
 - 7.2.4. No deliveries will take place during the period of Public and December Holidays.
 - 7.2.5. Quantity and bulk orders may take up to 8 weeks for delivery depending on quantity order and stock availability. Should The Business have partial quantity at hand, then your order will be delivered to you in parts according to available quantities. The Business will however communicate with you telephonically and/or via email.

8. Damaged or Lost Goods in Transit

- 8.1. The risk of damage or destruction of the product will pass to you once the products have left our premises. This means that The Business are not liable for loss of or damage to the products in transit.

9. Account Funding & Purchasing of Tokens

- 9.1. The Business offer its users the option to purchase tokens online via this website and via Premium rate SMS if there is sufficient funds in their prepaid account. Buying tokens via this website is subject to minimum and maximum vending limits as well as monthly vending limits of the user's prepaid meter.
- 9.2. Once tokens are purchased or account funded the transaction cannot be reversed and The Business cannot refund the user for any token purchased or account funded in error or in excess of the user's needs.
- 9.3. The Business does not determine the price payable for a unit. The price payable for a unit of electricity or water is determined by the Municipality or Service Provider of electricity or water and inclusive of all the particular utility charges. This includes, but is not limited to, DSM (Demand Site Management) and utility levies (such as the electricity and water levies). This depends on the municipality in which the meter is situated. If you are in a sectional title scheme your tariffs may be determined by your body corporate and/or your managing agent.
- 9.4. EFT payments will only reflect as available credit to the meter account once the funds have been cleared by the user's bank and will only be loaded the following business day excluding week-ends and public holidays. The Business will not be held liable for delays incurred due to banking systems.
- 9.5. Please ensure that in all transactions for prepaid services, where requested, you insert the correct meter number. Cash Deposits and EFTs that do not reflect the correct meter number cannot be allocated and will not reflect on the account.
- 9.6. Cash Deposits and EFTs allocated to a valid but wrong account cannot be rectified or refunded. This means you (or the meter user) cannot get your money back and the transaction cannot be reversed (it is the same as loading a prepaid voucher on the wrong cell number).
- 9.7. The vending services are dependent on banks, which means that delays are not always in our control.

10. Customer Payments

- 10.1. The cycle for collections made, runs from the 8th to the 7th of every month.
 - 10.2. Landlords/Letting agents will be paid on the 10th working day of each month.
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11. Meter Disconnection/Reconnection

- 11.1. If you want to disconnect your meter from the vending system you must email us. You need to include all your identifying details used on initial registration and the meter number which you wish to disconnect.
- 11.2. If you want to reconnect the meter to the vending system you will have to re-register the meter. Reconnection costs are per meter.

12. Manufacturer's Warranty

- 12.1. If your meter becomes faulty as a result of a manufacturing defect within the first 12 months after it was delivered, you are entitled to return the meter. You must follow the procedure set out in this section.
 - 12.2. A support agent will try and resolve the problem;
 - 12.3. If the problem cannot be resolved telephonically. you will need to get an electrician and/or plumber out to establish what the problem is.
 - 12.4. If the fault is not a manufacturing defect you shall be liable to pay for the callout and any repairs / fixing / work that needed to be done to resolve the problem.
 - 12.5. If the installer is not certified The Business will not replace the meter if it is faulty for any reason. In other words, this warranty will not apply (it will be void).
 - 12.6. You must return the faulty meter at delivery of the new meter. If you do not return the faulty meter, The Business will have to charge you for the new meter.
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13. Liability Exclusions

- 13.1. These terms are very important as they limit your ability to bring a claim against us should something go wrong.
 - 13.2. If you are an individual or a juristic person with an annual turnover or asset value of under R2 million you are protected by the Consumer Protection Act 68 of 2008 (the CPA). It is not our intention to limit your rights in any way.
 - 13.3. Similarly, The Business does not intend to limit any claim which you might have under section 61 of the Act. The Business does exclude all other liability.
 - 13.4. To the extent permitted in law, The Business and its employees and agents do not accept any responsibility for any damages caused by any means howsoever to any person or property upon the delivery, removal, return, installation of meters or for any other reason whatsoever. The Business does not accept responsibility for time or earnings lost or for any other consequential damages. Specifically, but without limiting the general nature of this clause, The Business does not accept any liability in the following cases:
 - 13.4.1. The Business does not accept any liability for any harm caused by the incorrect installation of any meter. See clause 9 for the clauses relating to installation.
 - 13.4.2. The Business does not accept any form of liability, loss, damage or any other liability due to the use of products under conditions not intended by the manufacturer. This includes (but is not limited to):
 - 13.4.2.1.1. Using a prepaid meter on higher amperage than specified;
 - 13.4.2.1.2. Exposing a meter to the elements of nature; and
 - 13.4.2.1.3. Running hot water through a prepaid water meter.
 - 13.4.3. The Business does not accept liability of any form from anyone, may that be the user of the meter, the landlord, body corporate, managing agent or municipality, if our meters are fraudulently and illegally used as primary municipal meters. You hereby agree to indemnify us against such claims. Should The Business find out that this has occurred The Business retains all our rights in law to claim damaged from the perpetrators, including but not limited to a claim for damages against you or reporting such to the relevant authorities.
 - 13.4.4. The Business is not responsible for complaints or claims made by users or tenants in relation to vending tokens, loading credits or the operation of the meter. If The Business receives complaints or claims we will direct the user or tenant to you. You undertake to assume responsibility for such complaints or claims and agree to indemnify us against any loss which The Business may suffer in connection with the complaint or claim.
 - 13.4.5. Though The Business update tariffs, it is the ultimate the responsibility of the landlord to ensure that the municipal bill which they receive on a monthly basis matches to their sub-metering collections and to inform us of any changes in the tariff. Because The Business are not privy to the billing information of the municipality, The Business cannot be held responsible for discrepancies of this nature. The Business will however make every effort to assist and promptly address any discrepancies which may arise over time
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between the municipal tariffs and the sub-metering tariffs and charges when such are brought to our attention.

- 13.4.6. The Business does not accept any form of liability for any form of loss or damage resulting from the failure of a third-party supplier to render services such as (but not limited to): interruptions in power supply, cellular network interruptions, municipal water supply interruptions, etc.
- 13.4.7. The Business does not accept any form of liability for any loss suffered by the customer or meter user as a result of the termination of vending services due to non-payment by you (see clause 3.8). You hereby indemnify us against any claims resulting from the disabling of the meter as a result of non-payment.
- 13.5. Cash Deposits, EFTs and SMS vending requests allocated to a valid but wrong meter account cannot be rectified or refunded. This means you (or the meter user) cannot get your money back and the transaction cannot be reversed (it is the same as loading a prepaid voucher on the wrong cell number).
- 13.6. The Business cannot guarantee that www.prepiad-services.co.za will always be functional or that it is up to date at all times. This means that The Business will not be liable if you suffer any loss of any nature due to any down time or inaccuracies. This includes any lost revenue or profit, any data loss or any other forms of consequential loss.
- 13.7. By using this website for vending or any other services provided from time to time to you (landlords, meter owners and/or meter managers) understand that you are fully responsible to report on such meters to tenants and/or meter users, issue invoices and manage the meters lawfully including but not limited to providing new electricity bills if rates are changed.
- 13.8. If you intend to use, cause the meter to be used or resell the meter in another country (i.e. other than South Africa) you must make sure that sub-metering and prepayment is permitted. You hereby indemnify us against any claims or other loss which may arise if you cause us to sell a meter in a country in which sub-metering is prohibited.
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14. Service Fees

By agreeing to this "Terms and Conditions " policy, you also agree to the Service Fee's payable for the use of the services below:

Netcash Credit Card Fee - per transaction	3.20% per transaction amount
Netcash Masterpass Fee - per transaction	3.20% per transaction amount
Netcash Masterpass QR - per transaction	3.20% per transaction amount
Netcash Retail Fee - per transaction	3.60% per transaction amount
Netcash Visa Checkout - per transaction	3.20% per transaction amount

DESCRIPTION OF SERVICE	OUR SERVICE FEE
Cash Payment Fee at R1.00 per R100.00	R1.00
Netcash Bank EFT Fee - per transaction	R3.50
Netcash Cash Deposit - per transaction	R3.50
Netcash Credit Card Authorisation Fee - per transaction	R1.25
Netcash Credit Check - per credit check	R0.00
Netcash OZOW Instant EFT Fee - per transaction	R6.00
Netcash Retail Minimum Fee - per transaction	R8.00
Netcash Sub-Account Fee	R15.00
Manual Credit Check Fee - per credit check	R180.00
Manual User Account Fund Fee - per transaction	R6.00
Prepaid-Services Sub-Account Fee	R20.00
SMS Fee - per SMS	R1.00

PLEASE NOTE! Free SMS's **do NOT** apply. You will be charged R1.00 plus VAT / Inbound SMS regardless if you are using a Prepaid or Contract Mobile Service. In addition you may be charged a service fee by your Mobile Network Provider (e.g. Vodacom, MTN, Cell C, Telkom, Virgin, etc.) for the use of this service. When vending prepaid tokens via our **Inbound SMS Service**, please ensure that you include all details correctly, and follow the instructions for **SMS Token Vending** as stated in your "**My Account**" section on this website after you log in.