Oshakati
TOWN COUNCIL

Head Office:
906 Sam Nujoma Road
Civic Center Oshakati
Namibia
Tel: +264 65 229500
Fax: +264 61 283 5067

SUPPLY OF WATER AND/OR OTHER SERVICES

PART A – PERSONAL PARTICULARS

1. SURNAME: _____

2. FULL NAMES: _____

3. IDENTITY NUMBER: _____(Certified copies of ID documents must be attached to the application form)

4. MARITAL STATUS: ☐SINGLE ☐MARRIED ☐WIDOW(ER) ☐DIVORCED

5. MAIDEN NAME:_____(to be completed by married women)

6. POSTAL ADDRESS_____TEL NO. (Work): _____

(Home):_____CELLPHONE NO. _____

NOTE: Particulars of the account holder must be entered here

PART B – BUSINESS/COMPANY PATICULARS

7. NAME OF BUSINESS/COMPANY: _____

8. TRADING AS: _____

9. FULL NAME OF OWNER(S)/DIRECTORS (a) _____

_____

(b) _____

10. POSTAL ADDRESS_____TEL. NO. _____

NOTE: The appropriate Power of Attorney must be submitted

Commercial Centre of the North

PART C – APPLICATION FOR THE SUPPLY OF WATER AND/OR OTHER SERVICES

11. PLEASE SUPPLY: **(Mark the appropriate box with "x")**

☐ WATER
☐ WATER/SEWERAGE CONNECTION

12. AS FROM DATE:_____TIME: _____

13. ADRESS FOR CONECTION-

APARTMENT NAME AND NUMBER: _____

STREET NAME: _____

ERF NUMBER AND SUBURB/LOCATION: _____

14. LANGUAGE PREFERENCE: ☐ ENGLISH **(Mark the appropriate box with "x")**
☐ AFRIKAANS

15. PURPOSE OF CONSUMPTION: (**Mark the appropriate box with "x"**)

☐ DOMESTIC
☐ BUSINESS
☐ INDUSTRIAL

16. ARE YOU THE - ☐ OWNER ☐ TENANT ☐ CONTRACTOR OF THE PROPERTY

PART D – PARTICULARS OF EMPLOYER

17. NAME OF EMPLOYER/COMPANY: _____

18. EMPLOYEE NUMBER: _____

19. JOB TITLE: _____

20. DATE OF APPOINTMENT: _____

PART E – DECLARATION BY THE AGENT/OWNER/KEEPER

21. I / We, hereby confirm that Mr./Mrs./Ms. _____
is / will be the tenant of the mentioned house/flat/building as from_____

Commercial Centre of the North

22.

DATE AND OFFICIAL STAMP

22. SIGNATURE: _____

23. **OFFICIAL CAPACITY**: _____

PART F – DECLARATION BY THE TENANT / OCCUPANT

24. I/We, duly authorized to do so, hereby confirm that the information as stated in this document, is to my/our knowledge correct and true. I/We hereby apply for the supply/termination of the above-mentioned services. I/We accept the conditions as stipulated in the regulations for water supply and undertake to abide by the said regulations.

26. SIGNATURE: _____ **DATE:** _____

PART G – FOR OFFICIAL USE ONLY

27. NEW ACCOUNT NUMBER: _____

28. DEPOSIT: RECEIPT NUMBER: _____

DATE: _____

AMOUNT: N$ _____

29. OLD ACCOUNT NUMBER: _____

30. SIGNATURE OF OFFICIAL: _____

31. PROPERTY MANAGER:_____DATE: _____

32. MECHANICAL ENGINEER:_____DATE: _____

33. CIVIL ENGINEER:_____DATE: _____

Oshakati Town Council

Water supply and other Services

Undertaking and indemnity in favour of Oshakati Town Council

1. The Applicant takes notice that the water supply will only be connected after proof is shown that the necessary deposit and connection fees have been paid.

2. The Applicant undertakes to accept the account, for services rendered and posted to his/her address, as proof of the amount owing. The Applicant undertakes to pay such amount on the due date as indicated on the account. (Normally the 7th day of the month following the rendering of such services). The Applicant furthermore agrees that, on failure to pay an account within the specified period, Oshakati Town Council, or its assignee, will have the right to suspend the services rendered to the Applicant without any further notice and without detraction from the Council's claim on money due. A Certificate signed by the Town Treasurer, or any Officer duly authorized thereto, stating an amount owing in connection with application and/or services rendered in terms of hereof, shall be *prima facie* proof that such amount is owing and the correctness of such amount.

3. The Applicant also undertakes to submit the prescribed application forms for the disconnection of Services when the premises are vacated. The Applicant agrees to remain liable for all payments in connection with the services rendered and or consumed until such time as the Town Council has received the application form for disconnection.

4. The Applicant acknowledges that Oshakati Town Council, or its assignee, will have the right to suspend the services rendered to the Applicant without any further notice and without detraction from the Council's claim on money due, if it has been found that the water supply, to the Applicant's premises, has, in any way whatsoever, been tampered with. The Applicant will be liable for a monthly payment over the period concerned of an amount equal to the average of previous month's accounts, or if this information is not available, an average as determined by the Council which best reflects the usage over the period concerned. The Applicant shall also be liable for the payment of a penalty as reflected in the Council's tariff structure. The reconnection of services will only be made once payment in full has been made for all costs (Including Labour, materials and transport) incurred by the Council for the reconnection of services to the premises.

5. The Applicant hereby acknowledges that although the Council, its officers, suppliers, or agents will exercise all reasonable care and diligence in the supply of services, the supply of any such service shall be at the sole risk of the Applicant, and the Council, its officers, suppliers, or agents, do not accept any liability whatsoever.

6. The Applicant hereby indemnifies the Council, its officers, suppliers, or agents against any claim by any person whatsoever, and arising from such rendering of a service, or such non- rendering or suspension of any service.

7. Should the Applicant be a legal person such as a Company, Close Corporation, Trust etc the person who signs this application hereby accepts co-liability for payment of the amounts due from time to time as co-debtor and shall be severally and jointly be liable for any amounts due in this regard.

8. In the event of a tenant applying for these services, the owner of the premises accepts co-liability as a co-debtor for payment of any amounts due hereunder severally and jointly with the applicant and shall remain liable for payment of such account should the applicant fail to do so. It is further specifically agreed that the Oshakati Town Council shall be entitled to refuse reconnection of services to subsequent tenants until the full account has been paid.

9. In the event of a tenant applying for services herewith, the owner acknowledges and undertakes to inform and notify the Oshakati Town Council in a prescribed manner and from such tenants vacating the premises and shall under no circumstances allow a new tenant to continue making use of such services without an application for such services being filed in his/her own name.

10. The applicant herewith irrevocably consents to the jurisdiction of the Magistrate's Court, notwithstanding that the amount of the claim may exceed the jurisdiction of such court, in respect of any claim that maybe instituted because of this application and/or the supply of water and/or any other service supplied in terms hereof.

11. The Applicant herewith consents and chooses as his/her *domicilium citandi et executandi* the address as provided in this agreement where notices and legal proceedings may be delivered or sent to.

12. The Applicant herewith consents that in the event of the Council instituting legal action to recover any outstanding balance or for any other reason resulting from this application or the supply of any services in terms hereof, he shall be liable to pay all legal fees on an attorney-own-client scale including collection commission and the costs of appointing and/or fees of tracing agents, should it be required.

13. All payments received from a customer shall in the absence of a written instruction, first be allocated towards rates and taxes (if the customer is the owner of the premises) or PTO fees or rental fees, then to sewerage and sanitation/refuse removal, and lastly to water supply.