

The difference between the right word and the almost right word is the difference between lightning and the lightning bug - Mark Twain

Selling or buying a house? Electrical certificates are valid for only two years and compulsory

The latest electrical installation regulations, apply to residential homes and consequently the "user or lessor" (normally the owner of the property) of an electrical installation at the property is responsible for the safety, safe use and maintenance of the electrical installation.

From May 2009 a Certificate of Compliance must be in a prescribed format, accompanied by a test report and issued by a person registered to do so by the Department of Labour.

Every user of an electrical installation is obliged to have a valid Certificate of Compliance in terms of the law and must produce it on request to an authorised inspector or the supplier of electricity. This is not applicable to installations that have not been changed since 23 October 1992 and where there has been no change in ownership since 1 March 1994.

If any changes are made to an electrical installation, a Certificate of Compliance must be obtained for the addition or alteration.

Unless redone, the user or lessor may not allow change in ownership of the property if the Certificate of Compliance is older than two years.

It is a criminal offence not to comply with the regulatory provisions and an offender, if convicted, is liable to a fine or to imprisonment for a maximum of 12 months.

Law & Laughter

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Early termination of “fixed-term” agreements will be possible from October 2010

From October 2010, the Consumer Protection Act (“the Act”) will allow for early termination of “fixed-term” agreements. Fixed-term agreements are defined as agreements that expire on a date specified in the contract, with an optional clause permitting the parties to extend the term of the said agreement. These types of agreements include, amongst others, lease agreements and cell-phone contracts.

The Act brings about some fundamental changes to the operation of fixed-term agreements, specifically with regard to their expiry and renewal. It will entitle a consumer to cancel a fixed-term agreement in two instances:

- Upon expiration of the fixed-term, without penalty or charge; or
- At any other time, by giving the supplier 20 (twenty) business days’ notice.

Should the consumer fail to notify the supplier upon termination of the agreement of his/her intention of cancelation, the agreement shall automatically be renewed on a month to month basis. Further to this the consumer has the option to renew the contract for an additional fixed-term. If the agreement is to be renewed or may otherwise continue beyond the expiry date the supplier should notify the consumer of any material changes to the agreement.

A further obligation imposed upon the supplier is that it will have to notify the consumer of the impending expiry of a fixed-term agreement, with no less than 40 (forty) business days and no more than 80 (eighty) business days prior notice.

The aforementioned provisions do not apply to transactions between juristic persons, regardless of their annual turnover or asset value. It is therefore imperative for suppliers to review their fixed term agreements before implementation of the Act, in order to avoid the possibility of breaching the provisions of the Act or being faced with unexpected agreement terminations.

Contact van Huyssteens

T +27 12 349 2306

F +27 12 349-2308

Address:

De Haviland Crescent Nr. 5,
III Villaggio Nr.12, Torino Suite
Persequor Park
Pretoria, South Africa

Van Huyssteens appreciates your feedback:

For information or editorial contributions, please e-mail: commercial@vanhuyssteens.co.za

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