

KISUMU WATER AND SEWERAGE COMPANY LIMITED

Nafaka House, Oginga Odinga Street
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CONTRACT FOR SUPPLY OF WATER AND SEWERAGE SERVICES

Account No. : _____

PLEASE FILL ALL RESPONSES WHERE APPLICABLE IN CAPITAL LETTERS. PLEASE TICK IN THE APPLICABLE BOX.

CUSTOMER DETAILS			
First Name/Company Name:		Surname:	
PIN No. (Attach Copy):	National ID/Passport No. (Attach Copy):	Other <input type="checkbox"/> If Other, specify:	
Phone No. (Office/Home):	Phone No. (Mobile):	Email Address:	
Fax No. :	Postal Address:	Area Code :	Location/Area :
SUPPLY DETAILS			
Region:	L.R/Plot No.:	House No/Apartment No.:	Floor No.:
	Meter Number:	Street:	New Premise No.:
Type of Supply	Domestic <input type="checkbox"/>	Industrial <input type="checkbox"/>	Government <input type="checkbox"/>
	Commercial <input type="checkbox"/>	Water Kiosk <input type="checkbox"/>	Other <input type="checkbox"/> If Other, specify:
I/We, Owner/Occupier of the above premise here-by apply for:			
Connection and Meter Installation <input type="checkbox"/> Large Connection <input type="checkbox"/> Meter Change <input type="checkbox"/>			
Other <input type="checkbox"/> If Other, specify:.....			
Applicant's Signature:.....		Date:.....	
LANDLORD GUARANTEE (Where Tenant is Applying for New Connection(s)/Change of Tenancy)			
Name of Landlord:.....			
Address:.....			
Phone/Fax/Email:.....			
I, the above named landlord certify that the above named applicant is my tenant, w.e.f.....(Date) and Herewith guarantee that in the event that the tenant is vacating my premises, payment of water bill shall form part of tenant clearance requirements. I herewith undertake to notify KIWASCO in writing of any changes in tenancy one month in advance to confirm to me full payment of water bill before granting clearance. In the event of my failure to notify KIWASCO, I shall be liable for the two month bill prior to the vacation date by the tenant.			
Signature of the Landlord:.....		Date:.....	
ID/No (Attach Copy):..... PIN No. (Attach Copy):.....			

CUSTOMER OBLIGATION

I/ We understand that I/We shall only use or permit to be used the water supplied only for the use specified by I/We in my/our application to the company.

I/We understand that water will be supplied to me/us subject to the provisions of the Water Act 2002, Water By-Laws, Rules, Regulations, Tariffs terms and conditions for the time being in force relating to water and in particular the terms and conditions displayed at the company's registered office.

THE CUSTOMER SHALL be responsible for the safe keeping and conditions of any meter and shall be answerable to the company for any damage or injury which may be done to or sustained by it.

Applicant's Signature:..... Date:.....

Recommendation:.....

Date:..... Zonal Head:.....

Application be accepted by the Kisumu Water & Sewerage Company Limited.

Date:..... Technical Manager:.....

COMPANY OBLIGATION

KIWASCO hereby undertakes to so far as is reasonable practical to do so to ensure a constant supply of quality water to the address shown above as requested by the applicant above according to terms and conditions specified in this contract.

Signature:..... Date:.....

MANAGING DIRECTOR

FOR OFFICIAL USE ONLY

Water Account No.: _____

Meter Book No.: _____

Previous Customer: _____

Meter No.: _____

Remarks: _____

Book No.: _____

Meter No.: _____ Size: _____

Date Water Turned On _____

Reading when Turned On _____

Connection with Sewer _____ Yes/No _____

Deposit: Ksh _____

Receipt No. _____ Date: _____

Deposit Register Folio No. _____

Entered in Computer File No. _____

Charges for New Connection: ½" 4,000/=; ¾" 5,000/=; 1" 8,000/=; 1.5" 15,000/=; 2" 16,000/=; 3" 30,000/=

Water Deposits: Domestic 1,800/=; Shops & Offices 2,500/=; Water kiosks 10,000/=; Gazetted Hotels 25,000/=;
Industrial Users 80,000/=; Bar & Restaurant 8,500/=; Construction: Single 10,000/=; Large 35,000/=

Processed By..... **Designation**.....

KISUMU WATER AND SEWERAGE COMPANY LIMITED

TERMS AND CONDITIONS OF THE CONTRACT FOR THE SUPPLY OF WATER AND SEWERAGE SERVICES

1. That this agreement shall remain binding for supply of water and sewerage services for the purpose applied for without alteration or amendment or by way of new application made to alter or vary the current approved services.
2. That this agreement shall not be altered amended or varied only with the written consent of the Managing Director upon satisfactory proof that the written request is in the mutual interest of the customer and company.
3. That for the purposes for this agreement the rights and obligations of the parties shall be those expressed and implied under the Water Act 2002, By-Laws, Rules, Regulations, Tariffs, Terms and Conditions for the time being in force relating to Water supply and Sewerage disposal and modified by these presents or shall from time to time be so amended but shall include and shall be limited to the following:
 - i) That the kiosk/Stand pipe operation contract shall be for the initial two year period renewable on such terms as the company shall from time to time impose and the company shall have the right to forthwith and without notice terminate the agreement for any breach by the customer and for the conditions of supply and without prejudice to any antecedent right against the customer including the right to institute legal proceedings.
 - ii) That kiosk/stand pipe operator shall at all times sell water through company approved taps and stand pipes and shall under no circumstances keep or erect storage tanks.
 - iii) That this contract shall not be transferable, assignable or bequeathable to any third party without prior written consent of the company.
 - iv) That no customer shall use or permit to be used any water supplies in pursuance of any application made by him/her/ except in such use as specified by him/her/its in his/her its application.
 - v) That it shall be the responsibility of the customer to give access to the meter and premises to the company or its authorized agents who shall reserve the right to disconnect in the event that such access is not granted.
 - vi) That in the case of change of ownership of the premise supplied with water a new water agreement must be entered into and the applicant must produce his/her its last water receipt bill (if any).
 - vii) That any changes in the charges and water and sewerage tariffs shall be notified in the Gazette and additional details thereof shall be sent to each customer with monthly bill preceding such change.
 - viii) That all water connection pipes for service lines must be laid at least 2ft below the ground surface and properly covered to ensure no pipe damage resulting in loss or contamination of clean and potable piped water.
 - ix) That water connections duly registered and metered with meters bearing clear serial numbers and engraved KIWASCO and approved by Managing Director shall be considered legal.
 - x) That illegal connections shall be liable to penalties thus; a) a fine of 5,000/= plus a surcharge equivalent to 24 months consumption as estimated by the company for all consumers.
 - xi) That for the avoidance of doubt illegal connections shall include but shall be limited to: All metered connections without documentation; disconnected accounts which consume water before reconnection; all by pass connections: any unapproved alterations of connection standards or supplies whose approved purposes have been modified, changed or altered without written authority of the company and all connections from the service provider's main or service line without approval (metered or not metered) by the Managing Director.
 - xii) That any legal connection on which an illegal connection has been connected shall be disconnected and legal prosecution instituted at the discretion of the company, which will be entitled to disconnect the same line without any notice.
- xiii) That all customers (a customer is defined as any water or sewerage service consumer who has legal connection) shall pay water bills within 15 days from the day of the account date of the bill, failure which the account shall be liable for disconnection without further reference to customer and continue to attract late payment charge of 2.5% of the account rendered plus minimum sewerage charges.
- xiv) That all customers shall pay a refundable water deposit of an amount dependent on the class of water supply at the rate prevailing at the time of application.
- xv) That any customer with accumulated water bills more than the paid deposit shall be liable for disconnection without further reference to him/her. For the purposes of this clause accumulated water bills shall be construed and agreed to mean any outstanding bill after the due date and the company shall have the right to consolidate two or more accounts established to belong to one customer whether in his own name or operated by him for his benefit in the name of another.
4. That the customer shall undertake to report to the company all illegal activities affecting service delivery.
5. That the kiosk/stand pipe operators shall apply water resale rates approved by the company from time to time.
6. That the Managing Director shall be the final authority on the orientation of service lines from the main distribution networks.
7. That the company shall not be held liable for any loss or damage caused by plumbers not registered by the company or any company employee retained in the private capacity on any line without the express written authority of the Managing Director.
8. That all meters shall be under the care and custody of the customer who shall be liable for replacement cost in case of loss or damage thereto.
9. That the postal and physical addresses given on the application forms shall be used for all correspondences unless otherwise priorly changed in writing.
10. That all payments shall be made to the company's cash office in Nafaka house, or at any point officially designated by the company and receipts issued.
11. All accounts rendered should be verified for correctness upon and any errors detected should be reported within 90 days. Upon the expiry of the stated period no complaint for correction of account shall be expected.
12. In the event of any dispute on the bill due to accuracy of the meter a test shall be carried out using a test meter and if the measured volume is found to be within 2% of the registered volume, the disputed volumes will be accepted as correct.
13. That the customer shall not install booster pumps directly onto the water service lines. Any violation of this requirement will attract a fine and surcharge as shown on clause 3(x).

The Company shall ensure as far as reasonably practical for it to do so, the constant supply of quality water.

No one is permitted to discharge any trade effluent from any trade premises in to the sewer without the written consent of the Managing Director.

Disputes arising between the parties herein shall be referred to the Water Appeal Board.

The above terms and conditions apply to all customers receiving Water/Sewerage services from Kisumu Water and Sewerage Company.