

KISUMU WATER AND SANITATION COMPANY LIMITED

Tom Mboya, along Nyerere Road
 P.O. Box 3210-40100, Kisumu
 Phone No. +254 572024100, +254 2023977



Hot line: +254 575007000
 Email: info@kiwasco.co.ke
 Website: www.kiwasco.co.ke

CONTRACT FOR SUPPLY OF WATER AND SANITATION SERVICES

Account No: _____ New Change of Name

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):	ID No. (Attach Copy):	Email Address:	
Phone No.:	Postal Address:	Area Code:	Location/Area:
Alternative Contact Person:			
Postal Address:	Area Code:	Phone/Fax/Email Address:	National ID/Passport No. (Attach Copy):
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"/> If other, specify		
I/We, Owner /Occupier of the above premise hereby apply for:			
New Connection and Meter Installation <input type="checkbox"/> Large Connection <input type="checkbox"/> Meter Change <input type="checkbox"/> Sewer <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:		ID.No.....	
Pin No.		Address.....	
Phone:		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 of the changes in tenancy, I the landlord shall be liable to pay for the full water bill in place of the tenant who vacates. Signature..... Date.....			

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 No. 43 of 2016 regulations, Tariff 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.

Applicant’s Signature..... Date.....

COMPANY OBLIGATION

KIWASCO hereby undertakes to so far as is reasonably 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: _____

Coordinates: _____ DMA _____

Remarks: _____

Book No: _____

Meter No: _____ Size _____

Date Water Turned On: _____

Reading when Turned On: _____

Connection with Sewer: _____ Yes/No _____

Deposit : Kshs _____

Receipt No: _____ Date: _____

Deposit Register Folio No: _____

Entered in computer File No. _____

Charges for New connection ½” to 1” –Kshs.2,500; 1½” to 3” –Kshs7,500; ≥ 3” - Kshs 15,000

Water Deposits: Domestic 2,500/- shops 3,000 – 3,500 and offices 5,000/= water kiosks 5,000/= gazetted hotels 12,000 – 20,000/= Industrial users 30,000/=, bar & restaurants 8,000/=, construction: Minor 15,000 – 50,000/=, Hospitals 20,000/=, School University/Colleges 10,000 - 20,000/=, Health Centre & Disp 12,000/=

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

Recommendation.....

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

Application be accepted by the Kisumu Water & Sanitation Company Limited

Date:.....

Technical Manager.....

KISUMU WATER AND SANITATION COMPANY LIMITED
TERMS AND CONDITIONS OF THE CONTRACT FOR THE SUPPLY OF WATER AND
SANITATION SERVICES

1. That this agreement shall remain binding for supply of water and sanitation 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 of this agreement the rights and obligations of the parties shall be those expressed and implied under the water act 2016, By laws, Rules, Regulations, Terms, and conditions for the time being in force relating to water supply and sanitation disposal and modified or shall from time to time be so amended but shall include and shall be limited to the following;
 - i) That the contract for supply of water and sanitation services shall be for a 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 may 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 operator shall at all times sell water through company approved taps and shall under no circumstances keep or erect storage tanks
 - iii) That this contract shall not be transferable, assignable or bequeath able 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/it's in his/her its application
 - v) 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 last water receipt bill (if any).
 - vii) That any changes in the charges and water and sanitation tariffs shall be notified in the Gazette and additional details thereof shall be sent to each customer a month preceding such change.
 - viii) 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.
 - ix) That illegal connections shall be liable to penalties and surcharges thus:
 - A penalty of Ksh.100,000 plus an estimated consumption during the period of the illegality on commercial, industry and construction connections. A surcharge in illegal connection of Ksh.30,000 for commercial school, collages and hospitals, Ksh.100,000 for construction site.
 - A penalty of Ksh.30,000 plus estimated consumption during the period of the illegality on domestic sewer connections, Ksh. 100,000 for commercial, industry and construction.
 - A surcharge of Ksh.10,000 for tampering with the meter and direct suction of water from supply line using a pump.
 - x) 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.
 - xi) 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.
- xii) That all customers (a customer is defined as any water or sanitation service consumer who has legal connection) shall, pay water bills within 14 days from the day of the account date of the bill failure of which the account shall be liable for disconnection without further reference to customer.
- xiii) 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.
- xiv) That any customer with accumulated water bills more than the paid deposit shall be liable for disconnection after the due date without further reference to him/her and the deposit forfeited. (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 name or operated by him for his benefit on 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 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 disconnection of service lines from the main distribution networks.
7. That the company shall not be held liable for any loss or damage carried 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 the customer shall build a meter protection chamber which does not affect the functioning of the meter(s) or deter the access by the service provider and shall be under the care/security and custody of the said meters.
9. The customer shall also be liable for replacement cost which shall be the cost of the meter in case of loss or damage thereto.
10. That the postal, physical, phone no.(mobile) and e-mail addresses given shall be used for all correspondences unless otherwise priority changed in writing.
11. That all payments shall be made to the company through any of the company's designated banks and other approved platforms including the company's pay bill number and receipts issued for such payments.
12. All accounts rendered should be verified for correctness and any errors detected should be reported within 60 days. Upon the expiry of the stated period, no complaint for correction of account shall be expected.
13. In the event of any dispute on the bill due to accuracy of the meter a test shall be carried out using a water meter test bench and if the measured volume is found to be within 5% of the registered volume, the disputed volumes will be accepted as correct.
14. 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 (ix)
15. The customer shall be responsible for the safe keeping and conditions of any meter and shall be answerable to the company for any damage which may be done to or sustained by it.
16. The company shall ensure as far as reasonably practical for it to do, the constant supply of quality water.
17. No one is permitted to discharge any trade effluent from any trade premises in to the sewer without a written consent of the managing director.
18. Disputes between the parties herein shall be referred to the Water Tribunal.

**KISUMU WATER AND SANITATION COMPANY LIMITED
REQUIREMENTS FOR NEW WATER CONNECTION /CHANGE OF TENANCY**

CUSTOMER/TENANTS

- Copy of ID CARD /registration certificate of the company
- Copy of PIN Card
- Tenancy agreement
- Copy of alternative contact person's ID
- Email Address
- Passport photo (for directors in case of a company)

LANDLORD/AGENT

- Copy of ID CARD /registration certificate of the company
- Copy of PIN Card
- Site plan from Department of Lands
- Copy of alternative contact person's ID.
- Email Address
- Passport photo (for directors in case of a company)



KIWASCO
Life