

CONDITIONS AND TERMS OF SUPPLY

1. Kibwezi-Makindu Water and Sanitation Co. Ltd (hereby referred to as WSP) shall undertake to provide water services to the customer through a registered water connection.
2. Before a new connection is installed, a person shall be required to fill in the prescribed application form, approval done by an authorized officer and the required charges fully paid.
3. The applicable charges required before a new connection is installed include but not limited to: customer water deposit (as defined in the prevailing gazetted tariff) and water connection fees for installation and/or connection as case may be.
4. It shall be the responsibility of the applicant to bear the cost of water connection materials, trenching, backfilling and any other related costs. However, the WSP may supply the customer with a water meter at a monthly rental fee as prescribed in the applicable rates and such a meter shall remain the property of the WSP as long as this agreement is in force.
5. The customer mentioned in 1(above) shall undertake to pay for the water services rendered when they fall due in the prescribed modes of payment.
6. The Water Service Provider shall undertake to provide adequate water to the customer. However, the WSP may be required to ration the water supply to any customer if the quantity of water at the source is affected by any adverse weather conditions.
7. The WSP in its duty to maintain the water systems may not be able to supply the water to the customer while undertaking some water pipeline repairs.
8. The customer shall ensure prompt payment of all water bills whenever they fall due in the payment method prescribed by the water service provider from time to time.
9. The Water Service Provider shall have the discretion to disconnect the water supply to the customer who fails to pay for the water bills after the due date and reconnect him/her upon full settlement of the bill.
10. The customer shall undertake to pay the WSP all the outstanding undisputed bill/or charges failure to do so, the WSP may institute a legal process to recover the same including any costs of recovery if any.
11. The WSP shall never be held responsible by the customer if payment is done in any other way other than that defined in this agreement.
12. The Water Service Provider shall undertake to ensure the water connection to the customer is installed with a meter of the approved standards by the WSP which shall be used to compute monthly bills to the customer.
13. The responsibility to pay for water bills lies upon the registered customer. However, where such a customer is a landlord of premises and introduces a tenant as the consumer, the customer shall act as a guarantor who shall guarantee the payment of the bills and shall remain liable.
14. The customer shall be required to construct a chamber for the meter which shall have a lockable device.
15. The Customer shall make all necessary arrangements to allow the WSP staff accessibility to the water meter during normal working hours on any day of the month.
16. The WSP or its agents shall have a right to inspect the customer's water installations in such a time as it may deem necessary and shall notify the customer of such inspection before commencement.
17. The customer shall not be allowed to service, repair or handle the water meter for any reasons and if he so does, the WSP shall have the right to charge the applicable charges/penalties.
18. No customer shall be allowed to use the water connection through which the water is supplied to him to extend/connect a water supply to a third party.
19. Where the owner of a premise which several accommodation units are situated requires the supply of water to such premises for the purposes of supply to the different accommodation units, the Water Service Provider shall have the discretion to install a single measuring device in respect of the premises as a whole.
20. The Water Service Provider deserves the rights to determine the size and the type of service connection materials to be installed.
21. The customer shall undertake to use the water for the purpose it was applied for and if otherwise used without prior permission by the WSP shall be liable to the penalties/charges stipulated in the prevailing tariff structure