



We keep it flowing, for you.

AGREEMENT FOR SUPPLY OF WATER

This Agreement is made this _____ day of _____

between

The Water Utilities Corporation (established by the Water Utilities Corporation Act(Cap. 74.20)

(Hereinafter called the "Corporation") on the one part
And the Private individual:

Name:

Address:

ID Number / Omang (Botswana citizens)

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or

Passport Number (Non-Botswana citizens)

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Business Partner Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

VAT Registration Number

or

The Company:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name:

Address:

Principal Place of Business:

Company Registration Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Business Partner Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

VAT Registration Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Hereinafter called the "Customer") on the other part

Existing Account

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Previous Account Number

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Place
WHEREAS

- a) The customer assumed to be the owner/ occupier/ tenant of premises of Plot/ Stand no _____ in City/ Town _____ desires to have a water supply connected to this property.
- b) The Corporation is the duly appointed Water Authority under the Waterworks Act 1961 (Cap 34.03)
- c) The Corporation agrees to supply water to the Customer in respect of the above premises on terms and conditions hereinafter mentioned.
- d) The Customer accepts and agrees to the same terms and conditions.

It is agreed between the parties as follows:

- 1. The Customer shall be supplied with water at the charges in respect of installation and consumption, at the rates, and subject to the conditions of the schedules attached, and to any amendments thereto which may from time to time be introduced.
(Refer to Addendum A Domestic / Commercial tariffs or Addendum B Government / Councils tariffs)
- 2. The customer agrees to be bound by the provisions of the Waterworks Act, Cap. 34:02 and the water Utilities Corporation Act, Cap 74:02 and all other applicable legislations, which may from time to time be in force together with any regulations and bye-laws made under the aforesaid Acts or legislation.
- 3. The Corporation shall not be liable for any loss or damage caused by any interruption of supply shall of water. Failure to supply water, impurities contained in the water, or the pressure at which the customer receives the supply of water or from any other cause whatsoever relating to the water supply.
- 4. The supply shall be made in terms of this agreement as outlined In annexure 1 attached herein
- 5. The Corporation shall regularly bill the customer and the Customer shall regularly pay for water registered as used by the meter at the point of supply
- 6. The Customer shall pay for water consumed at the premises at the rates as shall be determined by the Corporation from time to time.
- 7. The Customer shall make payment against the bill produced by the Corporation or by a bill given at the Customer Service Pay Point produced at the request Customer.
- 8. Non-receipt of bill/invoice shall not be a justification for non-payment.
- 9. The Agreement may be terminated by either party giving to the other seven days notice in writing of the intention to terminate.

Signed: _____ Date: _____
For Water Utilities Corporation

Signed: _____ Date: _____
Customer

Married women must provide a copy of their marriage certificate and the husband must complete the part below.

DULY ASSISTED BY THE HUSBAND

Signed: _____ Date: _____
Husband

ANNEXURE AGREEMENT FOR SUPPLY OF WATER (Cont.)

- A. METHOD OF CHARGING
- B. TARIFFS
- C. ACCOUNTS AND CHARGES
- D. METER TESTS
- E. OWNERSHIP OF METERS
- F. CORPORATION AND CUSTOMER RESPONSIBILITIES
- G. CUSTOMER QUERIES.
- A. METHOD OF CHARGING**

1. Charges will normally be assessed on the quantities of water supplied to the Customer as registered by a meter installed by the Corporation at the Customer's premises save for situation where it has not been possible to read the meter.
2. Where a meter has been installed but has not been read for any reason the charge for the month shall be estimated on the basis of previous metered consumption at the same premises.
3. Where a meter has been installed, but has ceased to register correctly, or has been removed, the charges will be assessed by the Corporation in relation to previous metered consumption at the same premises.
4. Where a meter has not previously been installed, charges will be assessed by the Corporation in relation to the consumption of other Customers of a like nature or, at the discretion of the Corporation, be assessed on a basis agreed with the Customer.
5. Customers will be billed monthly in arrears except in exceptional circumstances.
6. The meter reading shall be prima facie evidence of the amount of water consumed.

B. TARIFFS

1. Water consumed shall be charged in accordance to the tariffs as by the Corporation from time to time (refer to addenda A and B).
2. The Unit of measure for water supplied by the Corporation in the supply area shall be a kilolitre (1 kilolitre = 1000 liters = 1 cubic meter).
3. Meter readings shall be rounded off to the nearest whole unit.
4. The Corporation shall be entitled, subject to giving the Customer notice, to increase and/or decrease the charges rates / tariffs payable in respect of water supplied to the Customer.

C. ACCOUNTS AND CHARGES

New Connections from the distribution system to a point on the premises of the customer where the meter shall be installed (normally just within the plot boundary) shall be paid for in advance, at applicable rates (as published periodically for normal short lengths of connections) or as quoted on by the Corporation (Refer to Addenda A and B).

2. New Customers shall be requested to pay a minimum deposit before the supply of water is connected. The Corporation reserves the right to revise the deposit where the customer's average monthly consumption consistently exceeds the minimum deposit held.
3. Monthly bills are subject to a minimum charge (as published periodically - Refer to Addenda A and B), irrespective of water consumption.
4. If a Customer's bill is not settled within 30 days of the billing date, the supply may be disconnected without further notice. A reconnection will only be made after all the outstanding charges have been settled, as well as the applicable reconnection fee paid (as published periodically - Refer to Addenda A and B).
5. Where the Customer has more than one account with the Corporation (some of which may be inactive and have outstanding balances) the Corporation shall give the customer notice to pay failing which the Corporation reserves the right to transfer the outstanding account to the customer's active account.
6. The Corporation shall be entitled to refuse to connect a second or additional supply of water at the Premises or elsewhere unless all accounts held by the Customer, whether in respect of the Premises in question or elsewhere, are up to date and are not in arrears.

D. METER TESTS

1. The customer may request the Corporation to test a meter at a fee set by the Corporation from time to time. If the meter is found to be operating outside the tolerance limits as set in accordance with the SABS 1529 -1 Standard, such meter shall be deemed to have failed the test and the Corporation shall bear the cost of the test. If the meter is found to be operating within the tolerance limits as set in accordance with the SABS 1529 -1 Standard, such meter shall be deemed to have passed the test and the customer shall bear the cost of the test.
2. The Corporation reserves the right to test a customer's meter.
3. The Customer shall notify the Corporation in writing immediately that the Customer becomes aware of any fault and/or defect with the meter/s installed on the Premises to enable the Corporation to promptly attend to such fault and/or defect.
4. If a test under (1) or (2) above shows a meter to be operating outside the tolerance limits as set in accordance with the SABS 1529 -1 Standard, the Corporation shall adjust the charges to the customer accordingly. If a test under (1) or (2) above shows a meter to be operating within the tolerance limits as set in accordance with the SABS 1529 -1 Standard, the customer shall pay all outstanding charges.
5. Accuracy tests of the meter shall be carried out in accordance with the provisions of the

SABS 1529 -1 Standard or its equivalent.

6. The meter test fee will be applicable as per the periodically published schedule (Refer to Addenda A and B).

E. OWNERSHIP OF METER.

A meter installed at a Customer's premises remains the property of the Corporation

F. DEFECTIVE METER

The Consumer shall notify the Corporation in writing immediately that the Consumer becomes aware of any fault and / defect with the metres installed on the premises to enable the Corporation to promptly attend to such fault and /or defect.

G. ADDITIONAL WATER SUPPLY

The Corporation shall be entitled to refuse to connect a second or additional supply of water at the Premises or elsewhere unless all accounts held by the Consumer, whether in respect of the Premises or elsewhere, are up to date and are not in arrears.

H. CORPORATION AND CUSTOMER RESPONSIBILITIES

1. The Customer is responsible for protecting the meter and chamber from damage and interference, and if the meter and / or chamber are damaged the Corporation may charge the Customer for the cost of repairs.
2. The Customer is responsible for ensuring that the meter is accessible to the Corporation staff or its agents at all times for the purpose of a meter reading or maintenance work.
3. All pipes and fittings beyond the meter are the responsibility of the Customer including maintenance and repair thereof.
4. The Customer is required to have a stopcock installed in the service pipe within a few metres from the water meter (but on no account within the meter box) so that they can turn off their supply should there be any need.
5. The responsibility for compliance with the relevant Council bye-laws remains with the Customer.
6. In the event of the Corporation instituting legal proceedings to enforce any term or condition of this agreement or to recover monies owing to it, the Customer shall be liable for all legal costs incurred by the Corporation in so doing on the scale as between attorney and own client and for attorney's collection commission at the rate of 10% on the amount claimed.

I. GENERAL

1. This Agreement constitutes the entire contract between the Parties and no Party shall be bound by any undertaking, representation, warranty, promises or the like not recorded herein.
2. No alteration, variation or cancellation of or addition or amendment to this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties hereto.

3. No representations or warranties not included in this Agreement shall in any way be deemed to have influenced or induced either party to enter into this Agreement.
4. No indulgence granted by either Party to any other in the performance of the terms and conditions of this Agreement shall in any way prejudice the rights of any Party to require and enforce strict compliance with the terms and conditions hereof.
5. The Parties hereto undertake with each other to do and procure the doing of all such things and to render all such assistance as may be required for the purpose of implementing and giving effect to the terms of this Agreement.
6. This Agreement shall be interpreted in accordance with and be subject to the Laws of the Republic of Botswana.

DEED OF SURETYSHIP (Applicable to companies only)

I/we, the undersigned, being directors/shareholders of _____ (the company), do hereby bind myself/ourselves, jointly and severally, as surety/sureties in solidum and co-principal debtor(s) for the payment on demand of all sums of money which the Company may now or from time to time owe to the Water Utilities Corporation (the Corporation) arising from the supply of water by the Corporation to the Company at plot _____.

I/we agree, that in the event of the insolvency or liquidation of the Company, I/we shall be equally liable to the Corporation for all sums of money owed to it by the company.

I/we understand that it shall not be necessary for the Corporation to first demand payment of the sums of money from the Company before demanding payment of same from me/us. I/we renounce the benefits of excussion, division, cessation of action and *doubos vel pluribus reis debendi* with the force and effect whereof I am/we are fully acquainted.

I/we agree that a certificate issued by the Finance Director of the Corporation shall be *prima facie* proof of the amount owing by me/us in terms of this Deed of Suretyship.

I/we choose *domicilium citandi et executandi* for all purposes under this Deed of Suretyship at the physical addresses shown hereunder.

Thus done and signed at _____ on this _____ day of 2004

SURETY 1 NAME: _____
 PHYSICAL ADDRESS: _____

SURETY 2. NAME: _____
 PHYSICAL ADDRESS _____

SURETY 3. NAME: _____
 PHYSICAL ADDRESS: _____

SURETY 4. NAME: _____
 PHYSICAL ADDRESS: _____

The Company must provide a copy of Form 2A (issued by the Registrar of Companies recording the Directors of the Company).