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# AGREEMENT FOR SUPPLY OF WATER TERMS & CONDITIONS

## AGREEMENT FOR SUPPLY OF WATER TERMS & CONDITIONS

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:

- a) The customer confirms to be the owner/ occupier/ tenant of premises of Plot/ Stand no    in City/ Town    desires to have water supply connected to this property.
- b) The Corporation is the duly appointed Water Authority under the Waterworks Act 1 961 (Cap 34.03)
- c) The Corporation agrees to supply water to the Customer in respect of the above property    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, as stated in Addendum A or Addendum B and subject to 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/Council tariffs)

2. The Customer agrees to be bound by the provision 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 regularly bill the Customer and the Customer shall regularly pay for water registered as used by the meter at the point of supply.

4. The Customer shall pay for water consumed at the property    at the rates as shall be determined by the Corporation from time to time

5. 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 of the Customer.

6. Non-receipt of a bill/invoice shall not be a justification for non-payment.

7. The Corporation shall where there is no access to the customer plot/premises estimate meter readings based on its set parameters.

8. The Corporation may change, modify, add or remove portions of this agreement at any time. The Corporation will provide notice of such changes to this agreement by any means possible which may include

electronic mail or    notice on its website, print media and radio. Your continued use of the service following notice of such change shall be deemed to be your acceptance of any modifications.

9. If any of the terms are deemed null and void by a competent court, the other provisions will remain in full force and effect.

10. The agreement may be terminated by either party giving to the other seven days notice in writing of the intention to terminate.



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# **AGREEMENT FOR SUPPLY OF WATER TERMS & CONDITIONS**

## **FOR WATER UTILITIES CORPORATION**

### **ANNEXURES**

#### **AGREEMENT FOR SUPPLY OF WATER ( Cont. )**

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

#### **A. CREDIT MANAGEMENT**

1. The Corporation will assess all water accounts applications, for affordability in line with the set credit scoring criterion and or set assessment criterion.
2. The Corporation reserves the right to determine the payment model, it be prepaid or postpaid/credit, applicable to account management.
3. The Corporation will put in measures to provide the Customer with monthly bills/invoices to be paid, either physically or electronically, and the Customer also has the responsibility of ensuring that they do have access to the monthly bill/invoice.
4. The Corporation will put in place modes and or channels of payments to allow the Customer to pay their water account(s)
5. The Corporation will put in measures to provide the Customer with notifications of account balances, amounts due, and or any notices to assist in better management of their accounts.
6. The Corporation will reserve the right to determine the credit terms, and credit period applicable to different Customer Groups or Segments and will provide notices on any changes being applied.
7. The Corporation reserves the right to list the defaulting customer with the credit bureau of their choice, and the customers shall be liable for all incurred costs for such listing.
8. The Corporation reserves the right to elect the appropriate means of recovering any debt that is owed by the Customer which includes, the use of credit bureau debt collection agencies and  
  
Attorneys and costs will be borne by the Customer, which costs will be for the Customer's account and payable on demand.
9. The Corporation reserves the right to take legal actions against defaulting customers. The defaulting customers shall be liable for all legal costs incurred during the recovery of the debt through legal action.



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## B. METHOD OF CHARGING

1. Charges will be assessed on the quantities of water supplied to the Customer as registered as consumed by a meter installed by the Corporation at the Customer's premises save for a 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 charges for the subsequent month(s) shall be estimated based on 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 based on the future consumption of the meter post the meter installation, or in relation to the consumption of other Customers of a like nature/consumption pattern, 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.

## C. TARIFFS

1. Water consumed shall be charged in accordance with the tariffs as set by the Corporation from time to time (refer to addendum A and B).
2. The Unit of measure for water supplied by the Corporation in the supply area shall be a kiloliter (1 kiloliter = 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.

## D. ACCOUNT MANAGEMENT AND APPLICABLE CHARGES

1. New Connections from the water 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 Addendum A and B).
2. New Customers shall be requested to pay a minimum deposit fee before connection to the water distribution system, and water supplied into the target premises. The Corporation reserves the right to revise the deposit fee 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 Addendum 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 Addendum 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 disconnect any or all the Customers accounts.

6. The Corporation reserves the right to transfer the outstanding Customers' balances/ amounts, from one account to the other.
7. The Corporation shall assign a Customer number for identification of each Customer and take measures to link all water accounts/connections, in the Customer's name, regardless of geographical location in Botswana.
8. The Corporation shall link water accounts of married couples, where applicable.
9. 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.

## E. 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 at any time.
3. The Customer shall notify the Corporation in writing or log a service request ticket 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).

## F. OWNERSHIP OF METER.

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

## G. DEFECTIVE METER

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

## H. 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.

## I. CORPORATION AND CUSTOMER RESPONSIBILITIES

### 1. CUSTOMERS RESPONSIBILITIES

- a) The Customer is responsible for protecting the meter and chamber (on premises) from damage and interference, and if the meter and or chamber are damaged the Corporation may after investigation charge the Customer for the cost of repairs.
- b) The Customer is responsible for ensuring that the meter is always accessible to the Corporation staff or its agents for the purpose of a meter reading or maintenance work.
- c) All pipes and fittings beyond the meter are the responsibility of the Customer including maintenance and repair thereof.
- d) The Customer is required to have a stop cork installed in the service pipe within a few meters 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.
- e) The responsibility for compliance with the relevant Council byelaws remains with the Customer.
- f) 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 which costs will be for the Customer's account and payable on demand

### 2. WUCs RESPONSIBILITIES

- a) The Corporation shall ensure that the Customer's service requirements, queries, and requests within its mandate, are fulfilled within the parameters of set policies, service standards and applicable laws.
- b) The Corporation shall take reasonable measures to create channels of accessibility for the Customer, to apply for services, lodge service or product queries with the Corporation, and pay for services.
- c) The Corporation shall strive to offer the best quality service possible and abide by applicable and reasonable service standards in delivery its mandate.

## 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 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.
3. 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.
4. 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.
5. This Agreement shall be interpreted in accordance with and be subject to the Laws of the Republic of Botswana.