



KITUI WATER AND SANITATION CO. LIMITED

P.O Box 341 - 90200 KITUI

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Kyangwithya - Misewani Road Opposite the Governor's Office, 100M off Gate B

APPLICATION FOR WATER/ SEWER CONNECTION

Section A: Applicant Details

Applicant's Name.....
 ID/ Passport No. /Registration Certificate No.....
 Gender..... KRA Pin.....
 Telephone Number..... Email Address.....
 Postal Address..... Physical Address.....
 PWD Yes No

Alternative Contact Person

Name..... Relationship.....
 ID/ Passport No..... Telephone Number.....

Section B: Supply Location Details

Title/Allotment..... Estate.....
 Street/Road..... Village/Location.....
 Ward..... Sub County.....
 Town/County.....

Section C: Type of Supply/ Connection

Domestic/Residential Commercial Water kiosk Bulk
 Construction Government Schools
 Other (specify).....
 Estimated Monthly Consumption (m3).....
 Existence of another water connection with KITWASCO: YES NO
 Account No..... Account status: Active Inactive Other (specify)

I hereby declare that the information provided above is true and correct.

Name.....Signature..... Date.....

Section D: Data consent/Declaration

I/We hereby give consent to Kitui Water and Sanitation Company (KITWASCO) to collect, process and store personal data/information as aligned with the purpose specified in compliance with the Data Protection Act 2019.

Name.....Signature..... Date.....

TERMS AND CONDITIONS OF SUPPLY

1. The Application for Water and Sewer Connection, when read together with these Conditions of Supply, form the **“Agreement”**.
2. These Terms and Conditions relates to provision of water and sewer installation services by Kitui Water and Sanitation Company Limited (KITWASCO) (or its agents sub-contracted to provide the installation services) to the Land/Plot Owner referred to on the Application for Water and Sewer Connection (**“Applicant”**). All applications for water and sewer connections will be attended to on first-come first-serve basis.
3. Upon acceptance of the application by KITWASCO and payment of the requisite connection fee by the Applicant, KITWASCO will facilitate connection and supply of water, and sewer connection.
4. The Customer shall pay the prescribed deposit in line with the type of supply requested, which deposit will be retained by KITWASCO for as long as this Agreement remains in force or the Customer continues to use KITWASCO services.
5. The deposit will be refunded upon termination of this Agreement, cessation of use of KITWASCO services, reconciliation of accounts and settlement of any arrears.
6. In case of default to settle a water bill, the applicant’s water deposit shall be used as a first charge to offset the bill.
7. Any change to water tariffs shall be notified on the KITWASCO’s office notice boards and on the KITWASCO’s website at least one (1) month before implementation.
8. The charge payable by the Applicant will begin to accrue from the date of water connection and shall be notified at the end of each calendar month and the amount due shall be payable within fourteen (14) days from the date of issuance of the notification. The water charge will be computed based on the consumption at the prevailing tariff charges. The sewer charges will be computed at the prevailing tariff charges.
9. The amount due shall be paid to designated KITWASCO’s bank accounts. CASH PAYMENTS ARE NOT ALLOWED.
10. For any account that is overdue, the water connection shall be disconnected without notice and shall only be reconnected upon settlement of the amount due and requisite reconnection fees in line with the approved tariff.
11. The water supply and sewerage collection facilities shall be used for purposes consistent with the permitted use of the premises.
12. The water and sewer infrastructure including the water meter shall remain the property of KITWASCO. The customer’s responsibility starts immediately after the water meter.
13. It is the responsibility of KITWASCO to make access to water to consumers by providing the relevant water distribution infrastructure. In the absence of funds and upon written approval by KITWASCO, the applicant may be allowed to meet the cost in which case the infrastructure shall remain the property of KITWASCO.
14. Tampering with the water and sewer infrastructure is strictly prohibited. Any illegalities shall be penalized/surcharged in line with the approved tariff.
15. Relocation of water pipeline and meter without KITWASCO’s prior written consent in strictly prohibited.
16. KITWASCO will be entitled to disconnect the services without notice in the event of any actual or suspected breach of these Terms & Conditions. If any breach is found to have occurred, the Applicant will be liable to pay applicable penalties and a reconnection fee. KITWASCO shall not be under an obligation to restore the supply unless the breach is remedied to KITWASCO’s reasonable satisfaction and the applicable penalties and / or reconnection fee are paid in full.
17. The Applicant will grant KITWASCO and its authorized personnel or contractors access to the premises at any time and as reasonably required to facilitate inspection, meter reading, servicing and maintenance of KITWASCO’s infrastructure situated on the premises. KITWASCO shall not be responsible

- for any water shortage or harm or loss suffered or incurred by the Applicant if such access is not provided.
18. The applicant shall be billed on estimate based on the previous three (3) months consumption in an event access is denied or the meter is faulty for a period not exceeding three (3) months.
 19. Except in case of an emergency, KITWASCO shall endeavor to publish notices of any service interruption. KITWASCO’s current water supply is rationed to ensure equitable distribution within the service area. In case of extreme water shortage, unforeseen disaster or system failure likely to affect the rationing program, KITWASCO shall communicate through office notice boards, the KITWASCO website, local FM stations, and social media platforms and bulk SMS.
 20. KITWASCO encourages the applicant to have adequate storage facilities since the water supply is rationed.
 21. The Applicant shall be responsible for all risks or damage arising from water connection from the point at which the water meter is installed to all reticulation facilities of the Applicant’s premises.
 22. KITWASCO will not be liable for any loss or damage (howsoever arising) suffered or incurred by the Customer, its employees, agents, sub-contractors, occupiers or invitees as a result of use of water on the premises except where such loss or damage is suffered or incurred as a result of proven negligence, breach of contract or willful default by the KITWASCO or its employees, agents and sub-contractors and without any contributory negligence on the part of the Customer or its employees, agents, sub-contractors, occupiers or invitees.
 23. In case of changes in ownership of the premises, the new land owner will be required to sign a new Agreement and the applicant must produce his /her latest water bill invoice (if any) and receipt / deposit slip in respect of settlement of the latest water bill.
 24. KITWASCO may from time to time amend the terms and conditions set out herein provided that no amendment shall come into force except with prior notice of at least three (3) months (except in case of an emergency in which case the amendment will be effective immediately or on such date as the KITWASCO may advise).
 25. KITWASCO may terminate these Terms & Conditions by issuance of one (1) month’s prior written notice to that effect to the Applicant without prejudice to any accrued rights and obligations.
 26. KITWASCO shall have the right to terminate these Terms & Conditions forthwith by issuance of written notice to that effect in the event of breach of these Terms & Conditions by the Applicant (being the Owner, Contractor, occupier or any third party on the premises) without prejudice to any accrued rights and obligations.
 27. Disputes between the parties herein shall be referred to the Water Tribunal

Section E: Customer Obligation

I agree to abide by the terms and conditions specified above and hold myself responsible for payment of water, sewerage, connection fees, deposit and all other relevant charges until such a time as the agreement is terminated in accordance with the company’s policy.

Name.....Signature..... Date.....

FOR OFFICIAL USE

Water Account No..... Meter serial number.....meter size.....
 GIS Coordinates..... Scheme.....Zone subzone.....
 Service line..... DMA..... Date water turned on (CRO to confirm)
 Customer category..... customer service line size and length.....
 Deposit (Kshs)..... Connections charges (Kshs).....

Surveyed by:

Name.....P/No/ID..... Signature.....Date.....

Checked by:

Name.....P/No..... Signature.....Date.....

Regional Supervisor

Recommended by:

Name..... Signature.....Date.....

SBU Manager

Keyed and invoiced by:

Name.....P/No..... Signature.....Date.....

New Connections

Validated by:

Name.....P/No..... Signature.....Date.....

Finance department:

Installed by:

Name.....P/No..... Signature.....Date.....

Operations and Maintenance.

Section F: Company Obligation

Kitui Water and Sanitation Company Limited (KITWASCO) hereby agree to supply water and/or sewer services to the address shown above as requested by the applicant above according to the terms and conditions specified in the contract.

Signature.....
(Managing Director-KITWASCO)

Date.....

REQUIRED DOCUMENTS TO BE ATTACHED

1. ID/ Passport Copy - applicant
2. ID/ Passport Copy - alternative contact person
3. Registration Certificate copy for legal persons
4. KRA Pin Certificate Copy
5. Title Deed Copy/Allotment letter copy/ lease Agreement
6. Coloured Passport size photo
7. Sketch map