

MSI WATER-Link

FIEMA -NKORANZA NORTH
P. O. BOX 15

GHANA POST GPS: BN-0288-2627



Tel: 0243160976/0207387720

BANKERS: CBG

OUR REF: MSI/W/L/F

YOUR REF:

WATER (DRINKING) SUPPLY AGREEMENT

This is a legally binding agreement and its content should be carefully considered.

PARTICULARS

Pursuant to this Agreement:

1 The Water Business has agreed to supply Drinking Water to the Customer on the basis of these Particulars, the General Conditions set out in this Agreement and the attached Schedule (including any Special Conditions).

2 This Agreement is for the supply of Drinking Water up to the Acceptance Point only. The Water Business does not guarantee or warrant the quantity or quality of Drinking Water received or used after the Acceptance Point.

3 The term 'Drinking Water' is defined in the same way as it is under the *Safe Drinking Water Act 2003* (Vic) as at the Commencement Date.

4 If the Premises is outside the water district of the Water Business, this Agreement is conditional upon the consent of the Minister administering the Act, (or delegate) to the supply out of district being firstly provided and, thereafter, maintained.

5 Notice should be given to the following sections of MSI Water-Link's Water Quality Control:

- (a) **Product Quality.** The Customer takes ownership and the risk of the Drinking Water supplied after the Acceptance Point. The Water Business cannot guarantee the quantity or quality of the Drinking Water supplied beyond this point
- (b) **Delivery Quality (Flow Rates).** The Water Business does not guarantee any minimum flow rate after the Acceptance Point.
- (c) **Testing.** The Water Business will not carry out any testing of the water quality or flow rate at the Premises as these are not guaranteed.
- (d) **Rectification.** The Water Business will not carry out any rectification work to improve either the water quality or flow rate at the Premises as these are not guaranteed.
- (e) **Reliability.** The Water Business cannot guarantee supply due to any supply interruptions as a result of any failure of the Customer's Private Supply Works after the Acceptance point.

GENERAL CONDITIONS

1 DEFINITIONS

In this Agreement:

1.1 "**Acceptance Point**" means the point at which the Customer accepts the Water Supply from the Water Business. This is to be the exit point from the water main of the Water Business.

1.2 "**Act**" means the Water Act 1989.

1.3 “**Agreement**” means this agreement, made up of the Particulars, the General Conditions and the Schedule (including any Special Conditions).

1.4 “**Charges**” means the charges for the provision of the Water Supply described in General Condition 4.2 and more specifically set out in item 7 of the Schedule.

1.5 “**Commencement Date**” means upon which this Agreement begins and is the date set out in item 6 of the Schedule.

1.6 “**Customer**” means the party who is purchasing the Drinking Water in accordance with this Agreement and who is described in item 1 of the Schedule and includes the Customer’s authorised agents, employees and contractors. The Customer may be the Owner or a separate legal entity.

1.7 “**Drinking Water**” is water that is intended for human consumption or for purposes connected with human consumption, such as the preparation of food or the making of ice for consumption or for the preservation of unpackaged food, whether or not the water is used for other purposes (the same definition as appears in the Safe Drinking Water Act 2003 as at the date of this Commencement Date).

1.8 “**General Conditions**” means the part of this Agreement so designated.

1.9 “**Notice of Breach**” means a written notice of breach provided to the Customer by the Water Business in accordance with General Condition 12 of this Agreement.

1.10 “**Owner**” means the registered proprietor of the land incorporating the Premises and is the person more specifically set out in item 2 of the Schedule.

1.11 “**Particulars**” means the part of this Agreement so designated.

1.16 “**Premises**” means the specified house or building, together with its land and outbuildings within/without which is the Acceptance Point as prescribed by the Customer.

1.17 “**Private Supply Works**” means the works required to connect the Premises to the Supply System for the provision of the Water Supply. This includes all fittings used to connect these works to the Supply System.

1.18 “**Shared Private Supply Works**” means Private Supply Works that provide a Water Supply to multiple premises from the same Acceptance Point. The ownership, operation and maintenance of such works are shared between the Customer and other customers or owners for the time being of those premises and the details of these arrangements are set out in item 8 of the Schedule.

1.20 “**Special Conditions**” means the special arrangements which form part of this Agreement and are set out in item 9 of the Schedule.

1.21 “**Supply System**” means all infrastructure of the Water Business designed to provide its water through its reticulated system.

1.22 “**Water Business**” means MSI Water-Links and its successors and assigns.

1.23 “**Water Supply**” means the supply to the Customer of the Drinking Water through the Supply System.

2. WATER SUPPLY

2.1. The Water Business shall provide the Water Supply to the Acceptance Point for use by the Customer.

2.2. The Water Business’ obligation to provide the Water Supply shall apply except to the extent that:

2.2.1. the Private Supply Works are not, in the reasonable opinion of the Water Business, in an appropriate condition to receive the Water Supply;

2.2.2. there is a drought or an emergency or other incident beyond the Water Business’ control affecting the Water Supply;

2.2.3. there is a planned or unplanned interruption that affects the Water Business’s activities.

2.2.4. the Water Business or the Customer or Owner receives from the Environment Protection Agency/Authority, any court, tribunal or other government or statutory body any order or direction which, in order to comply with same, the Water Supply to the Premises must be varied or stopped; or

2.2.5. water restrictions apply due to water shortages or like circumstances;

2.2.6. the limitations, if any, noted in the Particulars or Special Conditions occur.

3. USE OF WATER SUPPLY

3.1. Nothing contained in this Agreement imposes upon the Water Business any obligation to provide or install any special plant or apparatus for the treatment of the Water Supply to the Customer.

3.2. The Customer agrees to take the Water Supply from the Acceptance Point and agrees to comply with this Agreement including the Particulars, General Conditions and Special Conditions and accepts any associated risk that:

3.2.1. the Agreement is for the supply of the Water Supply to the Acceptance Point only and that the risk passes to the Customer from this point;

3.2.2. the distance to the Premises from the Acceptance Point, and any storage downstream of the Acceptance Point, may diminish the quality of the Water Supply, including the potential for the quality to fall below the standard of Drinking Water;

3.2.3. the Customer has made its own enquiries as to the quality and appropriateness of the Water Supply, including the Customer taking into account any special circumstances of the Customer or the Premises or any uses the Customer is considering for the Water Supply;

3.2.4. if the Customer is not the Owner of the Premises, the Customer must sign the Agreement and then provide this Agreement to the Owner for the Owner to sign in acknowledgement of the existence of this Agreement and the conditions contained in the Particulars, General Conditions and the Special Conditions noting in particular General Condition 20 of this Agreement;

3.2.5. it has not relied on any express or implied statement, representation, warranty or condition of the Water Business or any of its agents.

4. CHARGES AND INVOICING

4.1. The Customer must pay the Water Business the Charges as specified in the Schedule, subject to any variation in accordance with this Agreement or by law.

4.2. The Charges may include:

4.2.1. A New Customer Contribution - namely a fixed amount approved by the Ghana Water Company Limited (GWCL) either generally or in particular cases a specifically approved amount;

4.2.2. A two-part tariff - namely the fixed fees and variable volumetric fees set by the Water Business from time-to-time for any period the premises receives the Water Supply; and

4.2.3. Any other fee or charge reasonably imposed arising out of works or services requested or provided to the Customer or reasonably necessary for the continued provision of the Water Supply.

4.3. The Customer must pay the Charges in line with the Water Business' normal billing period.

4.4. Subject to the Code, the Customer may be required by the Water Business to pay interest on any monetary amount which is overdue at the interest rate set by the Water Business in accordance with relevant legislation and regulations.

4.5. The Water Business may vary the two-part tariff annually for all customers, including the Customer, applicable from 1 July in the particular year.

4.6. If at any time any federal, state or local government levy, charge, tax or impost of any kind is applied to the relevant Water Supply or the Water Business generally in respect of that Water Supply, subject to the Code and any necessary GWCL approval, these shall be passed onto the Customer in accordance with the appropriate proportion, having regard to the circumstances surrounding this particular Water Supply to the Customer.

4.7. Each amount of whatever description, payable by the Customer to the Water Business under this Agreement is expressed exclusive of Goods and Services Tax (GST). In addition to any amount payable, the

Customer must pay to the Water Business, on demand, a sum equivalent to the GST paid or payable, if any, by the Water Business in respect of that amount.

4.8 The Company requires full payment of bills issued to all categories of customers.

4.9 Bills are due for payment within 28 days of receipt of bills. The bill date, which is the date from which the Company can demand payment is shown on the customer's bill.

4.10 Failure of customers to pay the full bill as well as any arrears may result in termination of service in accordance with Public Utilities Termination of Service Regulations (L.I. 1651).

4.11 Reconnection fee shall be set to recover the costs of reconnection plus a penalty charge sufficient to act as a deterrent against non-payment.

4.12 In cases where institutions are disconnected for non-payment of bills, the Water Business shall ensure that all arrears are settled before any reconnection is made.

4.13 The water Business shall apply rates as approved by the Public Utilities and Regulatory Commission (PURC), as shall be adjusted as such, where adjustments are made, and/or are necessary. Customers may find applicable billing rates at: <http://www.gwcl.com.gh/approved-tariffs/>.

5. METERING AND BILLING SERVICE

5.1 We will install a water meter (credit or prepaid) on your property to measure the quantity of water we supply to you.

5.2 The water meter will remain the property of the Water Business.

5.3 We will undertake periodic repairs and servicing of the meter. We will repair or replace a defective meter at no cost to the Customer within two months of notification of the fault. However, where the defect is directly or indirectly attributable to the customer there will be a charge for the repair or replacement.

5.4 Sometimes we have to estimate your water use if we cannot access your meter, your meter malfunctions, is damaged, or if you are unmetered. If this happens, we will base our estimated charge on historical water use at your Premises, or average use by a similar customer.

5.5 We will read your credit meter once a month.

5.6 We will correct meter-reading errors within 2 months from the date of notification or detection of the errors.

5.7 We will issue you with monthly bills for water use.

5.8 If we under or overcharge you and we discover the mistake; we will contact you as soon as possible. You may also contact us if you detect such errors.

5.9 We will provide, among others the following detailed information on the bill:

5.9.1 Billing month – the period when consumption was recorded and for which a bill is being raised.

5.9.2 Billing date – the date of issuance of a bill

5.9.3 Previous and current readings for a billing month

5.9.4 Date on which payment is due

5.9.5 Last payment date

5.9.6 Amount due or payable

5.9.7 The name and address of Account

5.9.8 Category of service (whether for domestic, commercial or industrial use)

5.9.9 Customer number

5.9.10 Meter number and type

5.9.11 Number to call for enquiries

5.10 We will provide the following information on receipts for purchase of water on pre-payment meters:

5.10.1 Customer number

5.10.2 Meter number and type

- 5.10.3 The name and address of account
- 5.10.4 Category of service (whether for domestic, commercial or industrial use)
- 5.10.5 Date of payment
- 5.10.6 Number to call for enquiries

6. WORKS REQUIRED

6.1. The Customer must at its own expense and to the satisfaction of the Water Business construct, provide, and install the Private Supply Works including appropriate water storage systems necessary to allow for delivery and storage of the Water Supply from the Acceptance Point to the Premises, including as required by the Water Business, appropriate backflow prevention.

6.2. The Customer must:

6.2.1. ensure that all connections and disconnections of the Private Supply Works are done according to the Water Business' current policies and procedures;

6.2.2. ensure that the Private Supply Works must consist of a separate tapping on the Water Business' Supply System;

6.2.3. not add, extend, or alter the Private Supply Works unless authorised in writing by the Water Business;

6.2.4. ensure that the Private Supply Works only serve the Premises unless there is a Shared Private Supply Works system in place;

6.2.5. install a water meter at the Acceptance Point;

6.2.6. be responsible for the safe custody of the water meter and acknowledges that the Water Business may estimate the quantity of the Water Supply delivered to the Premises if the water meter on the Premises is missing, stolen or damaged;

6.2.7. pay for a replacement water meter should it be missing, stolen or damaged; and the Water Business may restore access to the water meter at the cost of the Customer; and

6.2.8. be responsible for maintaining access to the water meter for reading or replacement.

6.3. The Customer shall own and be responsible for the maintenance of the Private Supply Works between the Acceptance Point and the Premises.

6.4. The Customer shall be responsible for the maintenance of the Private Supply Works and any storage required on the Premises in respect of the Water Supply.

6.5. All works undertaken by the Customer in accordance with this General Condition 5 must be carried out in accordance with the versions of the following documents which are current at the time the works are undertaken:

6.5.1. Ghana Building Code (Part 9.6) - Building Services: Water Supply, Drainage and Sanitation and all relevant Standards.

6.5.2. the Plumbing Regulations 2008; and

6.5.3. otherwise at the direction and to the satisfaction of the Water Business.

6.6. During the course of this Agreement, the Water Business may, as it thinks fit, request the Customer in writing to carry out maintenance, repair, or replacement works to the Private Supply Works and the storage systems installed by or on behalf of the Owner or used by the Customer in order to maintain the Water Supply. The cost of any such work shall be borne by the Customer.

6.7. Should the Customer fail to carry out any requested maintenance, repair or replacement works in accordance with the written notice, the Water Business may, at its discretion, either carry out the work or engage a licenced plumber or contractor to carry out the work. The Water Business may recover the reasonable costs of any such work from the Customer, or in the case of Shared Private Supply Works, a fair proportion of the cost from each customer being supplied by those works.

7. CESSATION OF WATER SUPPLY - THE WATER BUSINESS

Subject to the Code, the Water Business must advise the Customer by written notice (except in the case of an emergency or unplanned interruption) that the Water Supply provided under this Agreement will stop either immediately or from some particular time and date specified in the notice if:

- 7.1. the Water Business requires a temporary shutdown in order to carry out maintenance, upgrading or repairs to the Supply System; or
- 7.2. the Water Business is no longer able to supply the Water Supply due to the abandonment of any works associated with the Water Supply to the Customer; or
- 7.3. a change in circumstances has occurred by which it is no longer reasonable for the Water Business to continue the Water Supply to the Premises under this Agreement; or
- 7.4. the Water Business reasonably believes the supply and use of the Water Supply will impose a significant environmental risk.

8. CESSATION OF WATER SUPPLY – THE CUSTOMER

8.1 If the Customer advises the Water Business that it wishes to cease the Water Supply to the Premises, the Customer:

- 8.1.1 must provide that advice to the Water Business in writing; and
- 8.1.2 agrees that it will not receive a refund of any of the Charges; and
- 8.1.3. agrees that it will immediately pay any outstanding Charges to the Water Business; and
- 8.1.4. agrees to cooperate and otherwise meet the cost of any works associated with the disconnection and cessation of the Water Supply.

9. DISCONNECTION OF SERVICES

9.1 We reserve the right to disconnect your water services in accordance with the Public Utilities Regulatory Commission (Termination of Service) Regulations 199 (LI 1651) if you have:

- 9.1.1 not paid your bills,
 - 9.1.2 refused us entry to your property for meter reading and other duties
 - 9.1.3 used our services illegally
- 9.2 Your Responsibilities:
- 9.2.1 do not tamper with the meter or any other property of the Company
 - 9.2.2 protect your meter from accident and damage as you may be charged for the replacement of damaged and or lost meters and fittings
 - 9.2.3 you should ensure that our meter reading staff have access to the meter on the reading days and also for verification
 - 9.2.4 keep your meter clear from obstruction so we can safely access and read your meter.
 - 9.2.5 advise us as soon as possible if your meter is damaged or leaking
 - 9.2.6 pay your bill within 28 days from bill date. If your bill remains unpaid after the due date, we have the right to disconnect your water services and commence our debt recovery process. Disconnection will be done in accordance with the Public Utilities Regulatory Commission
 - 9.2.7 if you experience a significant change in your water flow, quality, or pressure, you should contact us.
 - 9.2.8 refrain from use of in-line boosters pumps: it is illegal.
 - 9.2.9 do not undertake illegal water connection or water meter by-passes.
 - 9.2.10 do not use the water for any other purposes other than what you have been registered to use it for. For example, as a domestic customer, do not use the water for commercial or industrial purposes without our consent.
 - 9.2.11 in case you wish to change your category of consumption, kindly notify us for our consent.

9.2.12 let us know as soon as possible if you find a mistake with your bill

9.2.13 inform us about any change in your address or customer name

10. LIABILITY

10.1. Subject to General Condition 10.4, the Customer:

10.1.1. agrees it will make no claim nor bring any proceeding, make any demand, or otherwise seek from the Water Business any damages, loss, costs or expenses of any kind (“Claim”) whatsoever suffered by the Customer arising as a result of:

10.1.2. the Water Supply under the terms of this Agreement;

10.1.3. the cessation of the Water Supply under the terms of this Agreement, unless the Claim arises due to a breach of this Agreement, or negligence of the Water Business; and

10.1.4. indemnifies and will keep indemnified the Water Business against any claim, order, damage, loss, penalty, legal proceeding, prosecution of such other demand raised by any part against the Water Business (“Action”) whatsoever suffered by the Water Business arising out of the provision of the Water Supply to the Premises or the Customer; unless the Action arises due to a breach of this Agreement or negligence of, the Water Business.

10.2. General Condition 10.1 applies if the Claim or Action in question arises prior to, during or after the termination of this Agreement;

10.3. In any case where the breach of this Agreement or negligence of the Water Business allows a Claim or Action by the Customer against the Water Business, the Customer agrees that such Claim or Action must not include a demand for indirect losses or consequential losses, or loss of profit.

10.4. General conditions 10.1, 10.2 and 10.3 do not exclude or limit the application of any statutory provision, including the Competition and Consumer Act 2010 (Cth), Safe Drinking Water Act 2003 (Vic), where applicable the GWCL Code, where to do so would:

10.4.1. contravene that statute or regulation; or

10.4.2. cause any part of this General Condition to be void;

10.5. The Water Business’ liability to the Customer pursuant to clause 10.4 is limited to:

10.5.1. the replacement of the goods or the supply of equivalent goods;

10.5.2. the repair of the goods;

10.5.3. the payment of the cost of replacing the goods or of purchasing equivalent goods;

10.5.4. the payment of the costs of having the goods repaired;

10.5.5. the supply of the services again; or

10.5.6. the payment of the cost of having the services supplied again.

11. DAMAGES

If due to the provision of the Water Supply, damage is caused to the Supply System or to any third party, any property or the environment generally by the Customer, the Customer must make good any damage so caused at its own cost. The Water Business may, in its discretion, make good that damage and recover the cost of so doing from the Customer as a debt due.

12. ENQUIRIES AND COMPLAINTS

Enquiries, complaints and comments may be made orally, in writing, or by telephone at any of our offices, as stated herein.

13. LEAKAGES

13.1 We will endeavour to repair leakages or bursts to pipelines from time of reporting or identification within the following periods:

13.1.1 service lines before customer meters, within twenty-four (24) hours.

13.1.2 distribution lines of 2” – 6” diameter within 24 hours.

13.1.3 minor pipe leakages on transmission lines of 8” – 16” diameter within twenty-four (24) hours.

13.1.4 major leakages on transmission lines of 8” – 16” diameter within forty-eight (48) hours.

13.1.5 minor leakages on transmission lines greater than 16” diameter within forty-eight (48) hours.

13.1.6 major leakages on transmission lines greater than 16” diameter within seventy-two (72) hours.

13.2 your responsibilities:

13.2.1 you should repair all faults and leakages within your premises. The Company shall not be responsible for the costs resulting from any leakage within the premises of a customer, unless the leakage occurs as a result of a faulty or improperly installed meter. In that case, the leakage will be repaired within three (3) working days of the Company being informed.

13.2.2 Clients/the General Public may call office line (tel. no. **0243160976/0207387720**) to report external leakages.

14. NEW SERVICE CONNECTIONS

14.1 Applications for a water service are assessed on the basis of a range of issues including but not limited to the proximity to a water main, capacity of the system, and any constraints on the installation.

14.2 We will respond to an application for new service connection within the following periods:

14.2.1 inspection in five (5) working days from date of request

14.2.2 estimation in five (5) working days from date of inspection.

14.2.3 connection with meter installation in ten (10) working days from date of payment.

15. AMENDMENTS OR VARIATIONS

Any amendment to this Agreement must be made in writing.

16. VALIDITY

If any term of this Agreement or its particular application is or becomes invalid or unenforceable, the remaining terms shall not be affected and it shall be valid and enforceable to the fullest extent permitted by law.

17. GOVERNING LAW

This Agreement shall be governed by the laws of Ghana.

EXECUTED AS AN AGREEMENT.

CUSTOMER OR OWNER OF COMPANY

THE COMMON SEAL of [NAME OF COMPANY]

in the presence of authorised persons:

Director

Full name

Usual address

Director/company secretary

[Delete whichever is inapplicable]

Full name

Usual address

Signed for and on the behalf of, and with the authority of MSI WATER-Links, by its authorised Delegate:

.....**Date:**

.....

(Delegate name)

.....

(Delegate Title)

SCHEDULE

- 1. Customer.....
- 2. Owner.....
- 3. Premises (including Lot and Vol Folio)
- 4. Notice

MSI WATER-Links

Address: FIEMA -NKORANZA NORTH; P. O. BOX 15

Phone: +233243160976/+233207387720

Customer:

Address:

Phone:

Owner:

Address:

Phone:

5. Acceptance Point: [The location at which the Customer’s Private Supply Works connect to the Water Business main]

6. Commencement Date (Office use only)

..... / /

(This is the date the agreement is countersigned by MSI WATER-Links)

7. Charges

- ❖ Fixed Service Fee GHC[xxxxx] per annum
- ❖ Volumetric Fee GHC[xxxxx] per kilolitre
- ❖ Other (include):

8. Shared Private Supply Works

- ❖ Yes – Details of such can be obtained from the Water Business
- ❖ No – Not applicable

(strike out whichever does not apply)

9. Special Conditions OFFICE USE ONLY

OFFICE USE ONLY	
Deed No:	Customer No: