

GSCWD WATER SERVICE CONNECTION CONTRACT

The **CUSTOMER** :

1. Shall agree to conform and abide by the GSCWD resolutions, rules and regulations appertaining to water services. He/She agrees to pay the service fee, other fees, and charges, including increases thereto, which may be approved by the GSCWD Board of Directors.
2. Shall agree that the Water Meter is not part of the water service connection charges that he/ she had paid and that the water meter shall be installed near his/ her premises but not inside his/ her property.
3. Shall protect the water meter installed at all times, regardless of its location, under his/her account. If stolen or damaged, he/she pays the current cost of the water meter.
4. Be responsible for the installation of pipes and fixtures after the water meter and its proper maintenance to prevent pipe leakage and water contamination. Water whether consumed or wasted shall be the responsibility/accountability of the CUSTOMER.
5. Shall at all times ensure to make the water meter accessible and sanitary for Reading, Maintenance and Disconnection activities of the GSCWD. GSCWD reserves the right to revise the service connection to make the water meter/assembly accessible and the related cost be charged and be paid by the CUSTOMER or disconnect the services if the CUSTOMER, after due notice, refuses to keep the water meter sanitary and accessible.
5. Shall allow GSCWD or any of its authorized representatives, to enter his/ her premises, during office hours or official overtime, for purposes of inspection of plumbing fixtures, reading water meter, disconnection or as specified in the Maintenance Order, Service Request and/or Inspection Order.
6. Shall undertake to pay his/her water bill including all charges, regularly on or before the specified due date at the GSCWD office or through its authorized collecting banks and/or payment centers. Billing starts immediately after the water meter is installed. Non-receipt of bill does not relieve him/her of liability or disconnection, and shall be deemed a debt to the District.
6. Shall agree that GSCWD, to ensure its viability, may implement different billing rates, modes and/or system, provided it is just and equitable at the current rates and charges as may be approved by the GSCWD Board of Directors and the

Local Water Utilities Administration (LWUA) or in compliance with a City Ordinance mandating such charges. As such GSCWD, is authorized to:

- a) Bill the CUSTOMERS base on the Water Rate.
 - b) Bill the CUSTOMERS base on the approved water rates plus other charges including but not limited to water meter maintenance fee, septage/sewerage fees, environmental fees and others charges.
 - c) Bill the CUSTOMER on a manual, automated read and bill and/or prepaid metering system.
 - d) Bill the CUSTOMER base on an individual meter or as part of a consolidated billing if the area applied for is under the lone metering agreement for subdivisions. (with BOD Resolution)
7. Further agrees that final demand shall not be necessary for GSCWD to collect payment arising from the installation of the water service connection and/or water consumed.
 8. Agrees that partial payment shall be applied first to surcharges and other charges, then to water bills in arrears before the payment be applied to the current bill.
 9. Understands and agrees that once disconnected, he/ she shall pay a reconnection fee of Php 80.00 for Meter Disconnection or P480.00, in case of Mainline Disconnection, or the current rates as may be approved by the GSCWD Board of Directors, in addition to the Full Payment of the outstanding balance in order to reconnect a turned-off connection or dismantled meter. Only GSCWD employees with appropriate service request orders are authorized to initiate the reconnection. Further, Seven (07) days after being Meter Disconnected and the CUSTOMER still fails to settle his/ her account, GSCWD shall have the right and authority to Mainline Disconnect the CUSTOMER'S water service connection. Mainline Disconnection for Dual, F-type and Clustered Service Connection shall be materials and water meter pull-out.
 10. May request for TEMPORARY DISCONNECTION upon full payment of the accounts; that he/ she shall pay P30.00 or at the current rates as may be approved by the GSCWD Board of Directors before restoration of water service.
 11. Agrees to cancel the service contract, if he/ she refuses or fails to settle/pay the outstanding balance after six (6) months of being disconnected and despite due notice of GSCWD. Customers with cancelled service contracts shall be required to apply for a new service, submit the required documents and pay the required fees in addition to full settlement/payment of the old account before resumption of water service. (with BOD Resolution)

12. Agrees that in the event that the water meter becomes stuck or defective for one reason or another, the average consumption of the customer for the last three (3) months prior to the date when the water meter becomes stuck or defective or its subsequent three (3) or six (6) months bill after the change of the meter whichever is applicable shall be the basis of the billing during the months the meter is stuckup or defective.
13. Agrees that in case of High Consumption due to leakage, GSCWD may grant a discount, in favor of the customer as per BOD Res. No. 17, series of 2007, subject to full compliance of requirements.
14. Agrees that GSCWD, in case of emergency and/or to mitigate water loss, water conservation and equitable water supply, may impose water scheduling and/or rationing.
15. Agrees to pay a Meter Test Fee of P 150.00, or at the rate as may be approved by the GSCWD Board of Directors. Refund of which shall be effected if the meter is found to be defective.
16. Agrees not to install, at any time, booster pump directly to the water line/mains supplied by GSCWD; and not to install or maintain any physical connection between any private source of water supply and the GSCWD water supply. Violation of which is a ground for disconnection of water service.
17. Together with the house/building owner and lot owner, unconditionally agree that they shall be jointly and severally liable under this contract. It shall be the obligation of the house/building, and lot owner's obligation to monitor the accounts of his/her tenant or lessee.
18. Agrees to the following requisites as regards to disconnection of water services;
 - 23.a. If the owner of the lot or house/building is the account holder. The latter cannot request for disconnection of water service if the lessee is still occupying the lot, house or building,
 - 23.b. In case the ownership or possession of the lot or house/building is later contested in court, the water service connection may only be disconnected upon the order of the court.
 - 23.c. The water connection may however be cut-off for non-payment of water bill.
19. Declares that he/she does not have an outstanding obligation and/or the lot/house/building/compound where the service connection is to be installed has no disconnected connection with outstanding obligation to GSCWD.

20. In case it is discovered to have an unsettled obligation to GSCWD, the GSCWD reserves the right to charge the unpaid account of the old connection to the new service account. For this purpose, the CUSTOMER attests that the application is not to avoid the payment of a dormant or unpaid account to GSCWD.
21. Agrees not to transfer the after meter service connection of a disconnected account to another active account to avoid payment/settlement of an obligation. In case of violation of this condition, GSCWD reserves the right to disconnect all water services under the name of the CUSTOMER until full settlement of the outstanding balance.
22. Agrees that GSCWD reserves the right to transfer any of his/her other dormant account(s) or that of his/her spouse to any active account under his/her name and shall pay the unpaid account.
23. Agrees that for change of account name, he/she is liable for the payment of the unpaid accounts/arrears of the previous account holder.
24. Agrees that water connection is location specific. Thus it cannot be transferred or the supply be diverted to other lots.
25. Shall be held liable for violation of Republic Act No. 8041, otherwise known as the National Water Crisis Act of 1995, in the event that he/ she transfers the meter, tampers, install jumpers, devices and mechanism and/or cause actions that will interfere with meter registration accuracy, and is sufficient ground for disconnection of water service in addition to criminal and civil actions.
26. Agrees that this contract is non-transferrable. In case there is a transfer of ownership, it is the responsibility of the CUSTOMER to notify GSCWD in writing of the same. Failure to comply, the CUSTOMER is liable for the water bills incurred or any illegal acts committed by the new owner or actual occupant. The same applies for abandonment.

The **GSCWD**:

1. Undertakes to provide water service at the customer's address indicated above or in the house/building subject of the application after submission of documentary requirements, signing of contract and payment of the required fees. For this, the GSCWD ;
 - a. Provides all necessary pipes, fittings, materials and water meter from the tapping point up to the water meter pipe assembly and responsible for the maintenance of mainline pipe, before the meter installation up to the water meter; and

- b. Bills the customer based on the current water rates, and other charges as may be approved by the GSCWD Board of Directors and Local Water Utilities Administration. In case of increase in water rates, the same shall be implemented accordingly.
 - c. Bill the customer for other services other than the supply and delivery of water.
2. Shall determine the size of the service connection and the location of the meter stand assembly, and has the absolute right to transfer meter if deemed necessary.
3. The GSCWD shall classify the user as () residential; Commercial/Industrial (); or Bulk/Wholesale (), and reclassify the same if it is found that the CUSTOMER changes the nature of the use of the service connection which entails a different classification.
4. Shall impose a penalty/surcharge of five per cent (5%), or at the rate as may be approved by the GSCWD Board of Directors in case of non-payment of account after Due Date, which is Fifteen (15) days from the Billing Date.
5. Shall serve the CUSTOMER a Notice of Disconnection after the due date, notifying him/her to settle the bill, other charges and surcharges thereto within seventy-two (72) hours. Disconnection is to be effected, without the need for additional notice, after the lapse of seventy-two hours. Disconnection shall be effected on unpaid water bills and/or other charges.
6. Shall send notices to the CUSTOMERS which may be in the form of e-mail, phone calls or SMS. As such it shall be the obligation of the CUSTOMER to notify GSCWD of the changes in his/her phone contact numbers.
7. Shall not be liable for interruption of services for causes beyond its control and should not be liable to the CUSTOMER for damages caused by defective connections. However, GSCWD undertakes to notify customers for any scheduled water service interruptions due to maintenance work through tri-media or any other means.
8. Has the right to disconnect existing water service, penalize the customer and file a legal action in court for any of the following causes or grounds; a) violation of any terms and condition of this contract; b) violation of the plumbing standard; c) any misrepresentation or falsification made at the time of the application for water service and d) Violation of RA 8041, otherwise known as the "Water Crisis Act of 1995" and PD 198, as amended. Any violation of the provisions hereof shall be a ground for immediate disconnection of services without prejudice to GSCWD to filing a case in the court.