

PUBLIC SANITATION FACILITY MANAGEMENT CONTRACT

Between

The[Name of WSP]

And

The Public Sanitation Facility Operator

Definitions

Water service provider: [name of WSP]

The.....[name of WSP] was established under the Companies Act as a private company. The Company is mandated to provide safe water and sanitation facilities on a commercial basis and is responsible for water supply and sewerage within its service area as specified in the Service Provision Agreement (hereinafter referred to as “the Company”). The service area covers

The Public Sanitation Facility Operator

The Public Sanitation Facility Operator (hereinafter referred to as “the Operator” or “the Public Sanitation Facility Operator”) is responsible for daily operation and management of the public sanitation facility.

The Operator shall clean, maintain, attend to customers, open and close the Facility, carry out routine maintenance duties and all other associated tasks to the satisfaction of the Company.

The Operator allows his customers to use the public sanitation facility for a price, which has been approved by the Water Services Regulatory Board (WASREB).

The Operator is charged by the Company according to the water meter readings.

The Operator is not an employee of the Company, but acts as an agent of the Company.

The Operator is monitored by the Company and has to observe the Rules and Guidelines for Public Sanitation Facility Operators.

The Operator can be an individual, a registered group, or a private company. If the Public Sanitation Facility Operator is a registered group, the group is signatory to this contract.

The Water Services Regulatory Board (WASREB)

The Water Act 2002 states that the Water Services Regulatory Board (hereinafter called “WASREB”) is, among others, responsible for tariff regulation. The Company may propose a tariff, which is subject to approval by WASREB. WASREB has the obligation to:

- ☞ Give general directions to the Company, in relation to water and sanitation facilities provision.
- ☞ Protect the Clients of the Company from being overcharged.
- ☞ Analyse the cost efficiency of services provided by the Company.
- ☞ Determine the standards for the provision of water services to Customers.
- ☞ Establish procedures for handling complaints made by consumers against the Company.
- ☞ Regulate the service level and the supply to all residents.

The Clients

Individuals calling on the services provided at the public sanitation facility (hereinafter referred to as “the Clients” or “the Customers”).

The Public Sanitation Facility

The public sanitation facility (hereinafter referred to as “the Facility”). means all aspects associated with the facility including, where applicable, ladies and gents sections; urinals; disabled/baby care rooms; operator rooms; store rooms; all fixtures and fittings contained within the facility; the exterior of the buildings; the on-site treatment facility and any surrounding areas incl. planting vegetation.

The Assets

The physical structure, distribution pipe-network, elevated tanks, toilets, valve chambers, valves, meter chambers, meters and demised land for public sanitation facilities and other infrastructures such as on-site wastewater treatment facilities and soakaways (hereinafter referred to as the Assets). Unless stated otherwise, the Assets are owned by the **Water Services Board**.

Cleaning

Cleaning means to maintain surfaces and items free from litter, debris, dust, dirt and removable marks and stains together with the application of a sanitary cleaner and disinfectant, all necessary to effect the required uniform and hygienic appearance and to preserve the finish of the surface or item.

Water Kiosk Management Contract

Between.....[Name of the WSP], represented by:

Mr. or Mrs.:	
Position:	
Address (Head Office):	Postal Address:
	City/Town:
And	
Mr. or Mrs. (*):	
Address:	Postal Address:
	Plot number:
	City/Town:
National Identification Card Number:	
Telephone number:	
Registered group (*):	
Address:	Postal Address:
	Plot number:
	City/Town:
Registration number:	
Telephone numbers of at least 2 officials:	-- --

*) Hereinafter referred to as "the Operator" or "the Public Sanitation Facility Operator".

The following has been agreed upon and accepted:

Article 1: Rights, responsibilities and obligations

This contract specifies the rights, responsibilities and obligations of the Company and those of the Public Sanitation Facility Operator.

Article 2: Status of the Public Sanitation Facility Operator

The Public Sanitation Facility Operator is not an employee of the Company. The Operator, therefore, is not entitled to any social or other benefits, which are available to the employees of the Company. In principle, the Operator is treated like any other customer of the Company. To a certain extent, the Public Sanitation Facility Operator runs his or her public sanitation facility as if it is his or her own business. The Operator vouches that he or she has not signed any other work contract or agreement with any other third party, which may prevent him or her from fully performing his or her duties as a Public Sanitation Facility Operator.

The Public Sanitation Facility Operator is treated like any other customer of the Company: He or she is charged on the basis of metered water consumption.

Article 3: Number and location of the public sanitation facility

The Operator is responsible for the management of facility no....., which is situated in:

Name of town:

Name of town section or area:

Land Registration particulars:

Article 4: Duration of the Contract

The present Contract is valid for the duration of one (1) year. If both parties have not expressed any grievances or objections and have not given notice of intention to terminate, the contract will be renewed by tacit agreement on a month by month basis.

Article 5 Responsibilities and obligations of the Company:

The Company:

- Shall provide safe, potable water into the distribution system 365 days a year at levels sufficient to meet the requirements of the public sanitation facility. Failure to do so will result in the Company providing compensation to the Operator. The Company and the Operator will decide together on the amount.

- Shall supply water to the Operator at an affordable tariff. The water tariff will be determined by the Company and has to be approved by WASREB.
- Shall carry out, without delay, any necessary maintenance and repair work on the public sanitation facility. The Company is committed to keeping the public sanitation facility in good technical condition and to replace damaged items or parts as quickly as possible.
- Shall inform the Operator in advance about any essential maintenance or construction works that may affect water quality, water supply or the functioning and management of the public sanitation facility.
- Shall check the reliability of the water meter at regular intervals and in case the Operator or the Company have strong reasons for doubting the reliability of the meter.
- Shall provide the Operator with the necessary training. Training has to comprise the legal, technical, hygienic, organisational and financial aspects of public sanitation operation and management.
- Shall assure the necessary support for the Operator when it comes to billing and the collection of revenues and informing the Clients about new tariffs and other measures taken by the Company.

In case the Company can be held responsible for neglect and in case this neglect has hindered the proper functioning of the public sanitation facility, the Operator has the right to claim compensation for the loss of incomes.

Article 6: Responsibilities and obligations of the Public Sanitation Facility Operator

The Water Kiosk Operator will:

- Keep the public sanitation facility and its surroundings clean.
- Clean the public sanitation facility and its surroundings regularly (at least according to the cleaning schedule provided in the Rules and Guidelines for Public Sanitation Facility Operators).
- Remove all water or mud pools in the direct surroundings of the public sanitation facility.
- Provide access to the sanitation facility to all persons who are willing and able to pay for the service provided and who respect the norms and rules of proper conduct.
- Respect the opening hours of the public sanitation facility that have been agreed upon.
- Provide sanitation services at the tariffs, which have been approved by the Water Services Regulatory Board (WASREB).
- Pay his or her water bill on time.
- Pay all charges that may arise from overdue payment or other irregularities.
- Manage the public sanitation facility himself/herself. The management of the public sanitation facility can only be entrusted to a third person if the Company has given its consent.
- Observe, care and prudence when handling the assets.

- Report, as soon as possible, to the Company any damage, loss of water quality or interruptions in supply.
- Inform the Company if he or she has or had to waste significant quantities of water due to poor water quality.
- Try to prevent all acts of vandalism or acts resulting in the pollution of the public sanitation facility.
- Report acts or attempts of vandalism to the Company.
- Deliver a service to his or her clients, which will contribute to the good image of the Company. The Operator should refrain from unilateral actions or utterances which might bring the Company in disrepute.
- Treat his or her clients with respect and assist them, and especially the elderly and the handicapped, in anyway he or she can.
- Inform his or her client(s) about any measures that have been taken by the Company with regard to tariffs or the management of the sanitation facility.
- Try to prevent conflicts between and unrest among Clients.
- Inform Clients and others about the need to keep the public sanitation facility clean and to prevent vandalism.
- (If necessary) align clients or their recipients in order to assure that all Clients are ensured access on time.
- Inform the Company as soon as possible if he or she is unable, for example as a result of illness, to fulfil his or her responsibilities and obligations.
- Respect the Rules and Guidelines for Public Sanitation Facility Operators as specified in the appendix to the present Contract.

In case the Operator is held responsible for any acts of theft, vandalism or neglect the Company has the right to charge the Operator for all the necessary repair works.

Article 7: Prolonged absence (Only applicable in case the Operator is an individual)

In case of a prolonged absence due to circumstances such as illness, the death of a close family member or pregnancy, the Operator may delegate his or her responsibilities and obligations to another person, but only if the Company has agreed upon the delegation of duties and has accepted the person proposed by the Operator. The Operator, having signed the present contract, remains responsible for the management of the public sanitation facility.

In case of prolonged illness, the Operator has to provide the Company with a doctor's statement.

Article 8 Appointing cleaners (Only applicable in case the Operator is a registered group)

The Operator has appointed one or more attendants/cleaners. All attendants/cleaners have to be known and approved by the Company. Attendants/cleaners should have received training from the Company.

Article 8 Default in Performance

Failure to achieve a satisfactory standard in any activity that is part of the Service shall be deemed to be a default in performance. Any part of the public sanitation facility can be the subject of a Default Notice. In normal circumstances the Contractor

shall be allowed to rectify the default within a time specified by the Company before the issue of a Default Notice. The Company, however, may issue a Default Notice immediately without the Operator having the opportunity to rectify the default.

Article 9: In case of dispute

All disputes or differences should be settled amicably between the contracting parties. If necessary, a dispute or difference between the signatories of the present Contract shall be settled by an arbitrator to be appointed by the two (2) parties.

Article 10: Termination of the Contract

Both signatories can terminate the present Contract at any time upon written notice of not less than 30 days. If the Operator wishes to terminate the present Contract, he or she has to inform the employee of the Company in charge of the monitoring of the public sanitation system. The Operator can only terminate the Contract after having paid his or her last water bill and after having cleared all outstanding debts with the Company.

The Company can terminate the present Contract if:

- The Operator does not abide by the terms and conditions specified in this contract and in the “Rules and Guidelines for Water Kiosk Operators” annexed to the present Contract,
- The Operator engages in unethical or inconsiderate behaviour vis-à-vis his or her Clients, other residents, the local Authorities or the Company.

Article 11: Force Majeure

In the event of Force Majeure – unforeseeable events beyond the control of the parties to the contract, which prevent either party from meeting its contractual obligations – the contractual obligations, as far as affected by such an event shall be suspended for as long as the impossibility of performance due to this situation continues provided that the other party is notified within one (1) week after the occurrence of the Force Majeure.

Article 12: Governing Law

The present Contract shall be governed by the laws of the Republic of Kenya.

Article 13: Entry into Force and Commencement of Services

The Contract enters into force upon the signing by both parties. The Operator shall commence his or her services within 15 days after the entry into force of the contract.
