# CONTRACT FOR WATER SERVICE CONNECTIONS cont.

- 9. The Customer must see to it that the water meter shall be adequately protected. Lost or stolen meters should be reported within twenty-four (24) hours upon discovery. LAGUNA WATER shall replace the water meter at its expense in case the meter is stolen and the Customer is not at fault. However, in the event of any succeeding loss of the water meter, the cost of the replacement shall be shouldered by the customer.
- 10. All water meter, valves, cut locks, meter boxes, locks and seals on the service connection shall be under the exclusive control of Laguna Water. The Customer shall be held responsible for any tampering or interfering in any way of any part of the connection including the water meters. The Customer shall see to it that the water meter shall not be transferred from its original location nor allow any sub connections to his connection without securing the prior written consent of Laguna Water.
- First billing for newly installed meter shall be generated within the account's next month billing group cycle.
- The Customer shall immediately notify Laguna Water of any intent to vacate the premises or, in case of leased premises, when the tenants intend to vacate the premises.
- 3. In the event that the property is vacant, and the water service is not in use unless otherwise the owner voluntarily requests for disconnection, all charges will continue to be billed which includes minimum charge and/or other charges such as meter charge and previous unpaid amount if there's any.
- 14. In case of disconnection, water service shall not be resumed until Customer pays all outstanding accounts due, together with the reconnection fee. The Customer shall not re-connect to the main line or re-open sealed water meters reconnecting to Laguna Water's mainline or commit any act of water provisioning without the prior consent of Laguna Water. Connections resulting from such unauthorized acts shall be deemed an illegal connection and/or tampering of Laguna Water's facility, which shall be subject to fine, penalties, and/or legal action. The provisions of Republic Act No. 8041, otherwise known as the Water Crisis Act, shall supplement this provision.
- Written request including the full payment of the application fee and full settlement of outstanding balance is required for voluntary disconnection.
- 16. Any violation by the Customer of the terms of this Contract as well as other applicable rules, regulations and statutes shall be sufficient ground for its termination by Laguna Water and immediate disconnection of water service.
- All rights and remedies conferred upon or reserved for Laguna Water shall be deemed cumulative and not alternative. Laguna Water shall be entitled to all other rights and remedies under the law.
- The Customer shall sign a consent form allowing Laguna Water to collect and process the Customer's information in accordance to the Data Privacy Act of 2012.
- There shall be six months (6) warranty against damage caused by poor quality of materials used and poor workmanship.
- 20. In case of any court action arising from or in relation to this contract, the venue shall be in proper court in Binan, Laguna and the customer agrees to pay attorney's fee, costs of litigation and all expenses, as a result of his failure to pay any and all amounts due and payable.

In witness where	of, the parties hereto	have signed this contract on
	at	, Laguna.

CUSTOMER

CUSTOMER SERVICE MANAGER

**APPROVAL** 

(Uploading to SAP)

TREASURY REPORT

To be filled up

by Collection Manager

MONTHS

O INSTALLMENT

Php.

Date

Cashier

OCASH

TERMS:

TOTAL:

Amount

NWSC Fee:

Amount to be paid beyond:

**INITIAL CONNECTION FEE:** 

O.R. No.

standard (if applicable)

# Kindly read contract

LAGUNA AAA WATER

# CONTRACT FOR WATER SERVICE CONNECTIONS cont.

- 9. The Customer must see to it that the water meter shall be adequately protected. Lost or stolen meters should be reported within twenty-four (24) hours upon discovery. LAGUNA WATER shall replace the water meter at its expense in case the meter is stolen and the Customer is not at fault. However, in the event of any succeeding loss of the water meter, the cost of the replacement shall be shouldered by the customer.
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In witness whereof, the parties hereto	have signed this contract on
at	, Laguna.

LAGUNA AAA WATER

CUSTOMER



# APPLICANT'S INFORMATION (\*to be filled up by customer)

Residential	o Commercial	o IPSB
Date of Application	on:	
*Last Name:		
*Given Name:		
*Middle Name:		
*Business Name:		
(for Commercial	,	
*TIN (for commerci	·	
Complete Address:		
Contact Number:		
Email Address:		

# \* REQUIREMENTS

(to be validated by Laguna Water Personnel)

### Requirements:

- Valid ID (photocopy)
- Proof of Ownership (Deed of Sale or Land Title)
- Brgy. Clearance
- Proof of Billing (if available)
- Excavation Permit (if needed)

Additional requirements for commercial:

- o Business Permit
- Form 2303
- Certificate of Incorporation if corporation
- Others, please specify: \_

# Reasons for Disapproval

- o Incomplete requirements
- With existing water meter on the given address with unpaid water bill or within 1 household only
- For acquired property previous owner has unsettled outstanding





## Sketch exact location

(for customers)

Please describe/ sketch the location or landmark:

Indicate exact Location of existing tapping point

(for Laguna Water personnel)

Nearest meter installed (Meter Number)

(for Laguna Water personnel)

// D - --- - -1---

IM Remarks:				

# CONTRACT FOR WATER SERVICE CONNECTIONS

In accordance with the Concession Agreement between the Province of Laguna and LAGUNA AAA CORPORATION (hereinafter referred to as Laguna Water), this Water Service Contract is entered into by and between Laguna Water (as an agent of Laguna Province), represented by its Territory Manager, and the Customer whose name and address are aforementioned. Both parties agree as follows:

- Laguna Water shall provide water and sanitation services at the Customer's premises in accordance with Laguna Water's rules and regulations now and as may be revised thereafter.
- 2. The Customer accepts such conditions of water service as pressure and quality as may be available through the distribution system at the location of the service connection and agrees to hold Laguna Water free and blameless for any damage that may arise due to the water pressure, quality and/or any interruption of water service.
- The Customer shall be solely responsible to hire a plumber/contractor to install after the water meter pipe going inside their premises.
- 4. The Customer agrees to pay for the water and sanitation services, including the mandated environmental fee, regularly based on the applicable tariff schedule specified in the Concession Agreement. Payment can be made within seven (7) days upon th receipt of the bill, at the Laguna Water office (for cheque payments only) or any designated payment center (for cash payments only). Non-payment of the same within the required period shall result to disconnection of water provision. A penalty interest equivalent to 91 day Treasury bill rate plus 4% shall be added to the bill after the due date. Water bills and notices delivered to the Customer's premises shall be considered as having been properly received by the Customer.
- The Customer agrees to pay a connection fee for each connection, which will cover the cost of labor and materials supplied by Laguna Water for making the service connection to the main line.
- 6. Laguna Water has the sole right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The Customer shall not install any service pipes from the water mains up to his connection. Location of the water meter shall be at Laguna Water's sole discretion, preferably outside the property line accessible to Laguna Water but where it is protected from any damage.
- The Customer shall allow authorized personnel of Laguna Water to enter his premises at any time during the day, for the purpose of meter reading, delivery of water bills, correspondences, routine inspection and other related activities.
- 8. Laguna Water shall not be held liable for any occurrences of water related diseases in case the customer refuses to decommission his private deepwell and/or remains to use artesian/shallow wells together with the supply being distributed by Laguna Water.

# To be filled up by

## Territory Manager

Type of Pavement	Length (m)	Width (m)
Concrete		
Concrete Sidewalk		
Asphalt		
Escombro		
Гуре of Watermain	Size (n	nm)
Cast Iron		
Galvanized Iron (GI)		
Polyvinyl Chloride (P	VC) Pipe	
Steel Pipe		
High Density Polyethy	lene (HDPE)	
Actual size of connect	ion/vertical	
Actual size of water m	eter	
Brand of water meter		
Length of service pip	e	
(from tapping point to		
Customer's Profile:		
No. of families/househ	nold:	
No. of persons/users:		
Nature of use:		
Verified Rate Code:		
Contact Account No. (		
Meter Reading Unit (N		
District Metering Zone	e (DMZ):	
Sequence Number:		
Service Provider:		
Water Meter Status:		
w/ existing par	rtial w/ DW	_ None
nstallation Type Pressure w/in the vicin	nity.	
Estimated water demai		
TERRITORY	MANAGER IN	CHARGE:
121111 OK1		
Signature over	_	Date
printed name		



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- The Customer accepts such conditions of water service as
  pressure and quality as may be available through the
  distribution system at the location of the service connection and
  agrees to hold Laguna Water free and blameless for any
  damage that may arise due to the water pressure, quality and/or
  any interruption of water service.
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- 7. The Customer shall allow authorized personnel of Laguna Water to enter his premises at any time during the day for, the purpose of meter reading, delivery of water bills, correspondences, routine inspection and other related activities
- Laguna Water shall not be held liable for any occurrences of water related diseases in case the customer refuses to decommission his private deepwell and/or remains to use artesian/shallow wells together with the supply being distributed by Laguna Water.

# **Laguna Water Hotline Nos.:**

Voice Calls: 0998-5592306 0917-8684367

For SMS: 0998-5592469 0917-8684354



A MANILA WATER



# DATA PRIVACY STATEMENT AND CONSENT FORM FOR NEW WATER SERVICE CONNECTION APPLICATIONS (RESIDENTIAL)

In order to provide you with quality water connection services, it is necessary for Laguna Water, a subsidiary of Manila Water Company, Inc. (MWCI), to collect and process your personal information. Laguna Water respects and values its customers' privacy and employs reasonable measures to protect your personal information in accordance with the Data Privacy Act of 2012 (DPA), its Implementing Rules and Regulations (IRR), and related issuances from the National Privacy Commission (NPC).

This Data Privacy Statement will inform you on how we process and protect your personal information. By signing the Consent Form, you certify that you have read and agree to the terms below.

### 1. Personal Information Controller

Laguna Water is the Personal Information Controller under the Data Privacy Act of 2012 (hereafter, "DPA"), which means that it determines what purposes personal information it holds will be used for. It may also be that your personal information is disclosed to third parties pursuant to a data sharing agreement, in which case, such third parties are also the personal information controllers of your personal information.

#### 2. Personal Information Collected and Processed

Laguna Water collects and processes the following categories of personal information in relation to its customers:

- Your personal details, including your name, address, contact numbers, and signature
- Information in our systems that are directly related to you, including your contract account number, meter number, and other unique reference numbers that pertain to you in our information processing systems
- Your Government issued identification, which will only be used to verify your identity
- Information from cookies, or other technologies deployed for analysis
  of visits to, usage and transactions in websites, mobile applications, SMS
  or the use of any information technology application of and by Laguna
  Water, social media networks, data aggregators and data integrators and
  other available data sources and the use of the internet

#### 3. How your personal information may be collected

Laguna Water may collect your personal information when you:

- Submit your New Water Service Application Form
- Contact us through our social media channels or our hotline
- Communicate with any Laguna Water representative
- Visit the Laguna Water website

You may inform us of the specific personal information you do not want to be processed beyond the requested purpose. We will respect your request in so far as it is feasible to fulfill the purposes for which the personal information was collected.

#### 4. Purposes for Collection and Processing

Laguna Water will only use your personal information for the following purposes:

- Process your application for water service connection
- Verify your identity and legal status
- Verify the location of the property where the water service connection will be installed
- Assess whether you meet the minimum requirements for a water

#### service connection

- Comply with government requirements related to your water service connection
- Install your new water service connection
- Administer and manage your customer account with Laguna Water
- Generate vour Contract Account Number
- Measure your water consumption and issue your corresponding water bill
- Issue receipts for payments made
- Generate, issue, and deliver statements of account
- Reconcile our accounting records with actual collections
- Facilitate the disconnection or reconnection of your water service account

#### 5. Disclosure of Personal Information to Third Parties

Your personal information may be disclosed to third parties to enable Laguna Water to achieve the purposes set out above, including but not limited to the following purposes:

- · Carry out lawful business activities
- Comply with statutory requirements like reporting to the Provincial Government of Laguna (PGL) and National Water Resources Board (NWRB)
- Respond to law enforcement authority or other government regulatory bodies' requests
- Prevent physical harm or financial loss
- As a requirement of business transfer involving mergers and/or product and service collaboration
- Carry out digitization and storage processes
- Carry out data collection and analysis
- · Conduct company audits or investigate complaints or security threats
- Administer and maintain your customer account with Laguna Water
- Respond to service, billing, and other customer concerns
- · Establish, exercise, or defend legal claims
- Fulfill any other purposes directly related to the above-stated purposes.

When the processing of personal information is outsourced to a third party, the processing will be subject to written agreements between Laguna Water and the third parties processing the data, in accordance with the requirements of the DPA. These written agreements specify the rights and obligations of each party and will provide that the third party has adequate security measures in place and will only process your personal information on our specific written instructions.

We may also transfer your personal information to third parties as required by law or legal instrument, to protect our rights or assets, to facilitate the acquisition or disposition of our businesses, and in emergencies where the health or safety of a person is endangered.

We will not sell, rent, share, trade, or disclose any of your personal information to any other party without your prior written consent, with the exception of entities within our company and any third-party service provider which we have engaged whose services necessarily require the processing of your personal information.

(Continue at the back)

The following are the third parties to whom the information may be disclosed:

# DATA PRIVACY STATEMENT AND CONSENT FORM FOR NEW WATER SERVICE CONNECTION APPLICATIONS (RESIDENTIAL)

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- Your Government issued identification, which will only be used to verify your identity
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  of visits to, usage and transactions in websites, mobile applications, SMS
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We may also transfer your personal information to third parties as required by law or legal instrument, to protect our rights or assets, to facilitate the acquisition or disposition of our businesses, and in emergencies where the health or safety of a person is endangered.

We will not sell, rent, share, trade, or disclose any of your personal information to any other party without your prior written consent, with the exception of entities within our company and any third-party service provider which we have engaged whose services necessarily require the processing of your personal information.

The following are the third parties to whom the information may be disclosed:

(Continue at the back)





- Service Providers and Partners. These include our call centers, our providers for IT services, office security, data management, document storage, enterprise resource management, legal services, bills collection, external audit, compliance, and certification services.
- Regulatory Bodies/Agencies and Other Legal Bodies. These include PGL and NWRB, which are mandated to monitor Laguna Water's compliance with its Concession Agreement, and the Bureau of Internal Revenue.

## 6. Storage, Retention, and Disposal

Your personal information will be stored in the following manner for as long as the purposes for which they are being processed have not been satisfied:

- Electronic data will be stored in secure servers hosted by Laguna Water on-site or in the premises of an authorized third-party service provider.
- Hardcopies will be stored in the office or in an off-site warehouse managed by Laguna Water.

For more details, please read our Data Retention Policy available at www.lagunawater.com.ph.

#### 7. Information Security Measures

- Employee Data Security Awareness and Training. This is a basic required training program for all new employees. In addition, refresher courses are conducted especially to units who handle the personal information involving clients.
- User Access Control. We manage user access strictly with regular reviews and prompts for change passwords. Annual review by supervisors of authorized users ensures access updates are current.
- Regular System and Operational Audits. Annual third-party audits are conducted to ensure compliance as well as allows review for weak areas.
- Data Sharing Contracts. When private data is required to be shared to service providers and business partners, this privilege is explicitly defined in a contract stating the conditions around data sharing, the limitations of usage, and the diligence required for its storage.

#### 8. Acces

Laguna Water encourages all its customers to keep their personal information current and updated. You may contact us through our hotline and social media channels to validate any personal information we may have stored and request them to be updated. You may also email us to request to have your personal details updated. When you request for access to your personal information, we will take reasonable steps to confirm your identity before granting you access and updating your information.

### 9. Changes to this Statement

This Data Privacy Statement may be updated from time to time. Please periodically review this statement on our website to be apprised of our latest updates. You will be notified whenever there are any updates that will significantly affect you.

#### 10. Contact Use

In case of complaints, concerns, or questions regarding the processing of my/our personal information, you may address them to:

#### LAGUNA WATER

Ground Floor, One Evotech Building, Nuvali, Santa Rosa 0998 559 2306/0917 868 4367 customerservice@lagunawater.ph

#### 11. Data Subject Rights

By signing below, you acknowledge that you have read and understood its provisions and are aware of your rights under the DPA, including the following:

Access personal information

Under the DPA, it is possible for individuals to request access to any of their personal data held by the company, subject to certain restrictions. A request for disclosure of such information is called a subject access request. Any such requests should be addressed to the Data Protection Officer.

Make corrections to personal information

The DPA requires Laguna Water to take reasonable steps to ensure that any personal data it processes is accurate and up-to-date. It is your responsibility to inform us of any changes to the personal information that you have supplied to it during the course of your engagement.

- Object to the processing of personal information
   You shall have the right to object to the processing of your personal information, including processing for direct marketing, automated processing or profiling. You shall also be notified and be given an opportunity to withhold consent to the processing in case of changes or any amendment to the information supplied or declared to the data subject.
- Érasure or blocking of personal information
   You shall have the right to suspend, withdraw or order the blocking, removal or destruction of your Personal Information from our filing system.
- Be informed of the existence of processing of personal information
   You have a right to be informed whether personal information pertaining
   to you shall be, are being, or have been processed, including the existence of automated decision-making and profiling.
- Damage

Upon presentation of a valid decision, Laguna Water recognizes your right to be indemnified for any damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of personal information, taking into account any violation of your rights and freedoms as data subject.

- Lodge a complaint before the National Privacy Commission
- 12. This consent and authorization remains valid and subsisting for a limited period consistent with the purposes above or until otherwise revoked or cancelled in writing.

- Service Providers and Partners. These include our call centers, our providers for IT services, office security, data management, document storage, enterprise resource management, legal services, bills collection, external audit, compliance, and certification services.
- Regulatory Bodies/Agencies and Other Legal Bodies. These include PGL and NWRB, which are mandated to monitor Laguna Water's compliance with its Concession Agreement, and the Bureau of Internal Revenue.

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   You shall have the right to suspend, withdraw or order the blocking, removal or destruction of your Personal Information from our filing system.
- Be informed of the existence of processing of personal information You have a right to be informed whether personal information pertaining to you shall be, are being, or have been processed, including the existence of automated decision-making and profiling.
- Damages

Upon presentation of a valid decision, Laguna Water recognizes your right to be indemnified for any damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of personal information, taking into account any violation of your rights and freedoms as data subject.

- · Lodge a complaint before the National Privacy Commission
- 12. This consent and authorization remains valid and subsisting for a limited period consistent with the purposes above or until otherwise revoked or cancelled in writing.

Signature above Printed Name of Customer

Date

Signature above Printed Name of Customer

Date