



ZYRA E RREGULLATORIT PËR ENERGJI
ENERGY REGULATORY OFFICE
REGULATORNI URED ZA ENERGIJU

RULE ON GENERAL CONDITIONS OF ENERGY SUPPLY

Prishtina, August 2011

Pursuant to the authority given under Article 14 paragraph 2, subparagraph 2.10 and Article 25 of the Law No. 03/L-185 on Energy Regulator, the Board of the Energy Regulatory Office on a session held on 29.08.2011 has adopted the:

RULE ON GENERAL CONDITIONS OF ENERGY SUPPLY

CHAPTER I GENERAL PROVISIONS

Article 1 Purpose

The purpose of the rule is to determine general conditions of energy supply to customers, duties and obligations of energy enterprises and customers. In this rule are described the general principles of connections (application for connection, connection offer, connection and supply agreements etc.), and use of the system, reading, metering, billing and collection, and unauthorized use of energy.

Article 2 Scope

1. The dispositions of this Rule are applicable to the energy enterprises providing energy services and supplying energy (hereinafter "energy enterprises") and to final customers using such services and energy (hereinafter "customers").
2. General conditions of gas supply are not included in this Rule.

Article 3 Structure

1. This Rule includes the following:
 - 1.1. principles and elements of Connection Agreements;
 - 1.2. connection to the system;
 - 1.3. use of system;
 - 1.4. terms and conditions for Supply Contract;
 - 1.5. access to the customer properties;
 - 1.6. reading of meters and billing;
 - 1.7. payment of bill and unauthorized use of energy;
 - 1.8. compensation to customers for failure to meet general conditions of supply.
- 1.
2. The forms of applications for connection and supply, connection offer and supply contract included in the attachments of this Rule provide only the basic elements that the relevant documents should contain; the supplier may add to such forms any other information necessary, as long as such information complies with and in no way contravenes the principles set forth in this

Rule.

3. Standardized forms prepared by the supplier in accordance to Article 3 paragraph 2. shall be submitted to Energy Regulatory Office (“ERO”) for approval and then published on the energy enterprise’s web-site.

Article 4 Definitions

1. Terms used in this Rule have the following meanings:
 - 1.1. **“Accession Agreement”**- the document signed by all parties who agree to be bound by the Market Rules.
 - 1.2. **“Application fee”** - the fee covering the system operator’s administrative costs for processing an application for connection, published by the supplier after approval by ERO;
 - 1.3. **“Billing period”** – the period, specified in a number of days from the issue of the last account, until the day when a bill will be sent at the billing address of the customer, as specified in the supply contract;
 - 1.4. **“Connection agreement”** - agreement between the system operators and system users that describes procedures of connection, commencement, maintenance and termination of the connection to the system;
 - 1.5. **“Supply agreement”** – agreement between the supplier and final customers;
 - 1.6. **“Connection charging methodology”** - methodology developed by the system operators in accordance with Article 7 of this Rule;
 - 1.7. **“Connection charge”** - charge that shall be paid by system users for connection to the network;
 - 1.8. **“Energy”** - any form of produced or obtained energy (electricity, heat) intended for supply or sale;
 - 1.9. **“Energy enterprise”** - a person or energy undertaking which legally performs one or more of the energy activities and is responsible for commercial, technical and/or maintenance tasks related to these activities;
 - 1.10. **“Market Rules Framework Agreement”** - agreement between the system operators and system users, by which the Market Rules is made binding between parties (hereinafter “Framework Agreement”);
 - 1.11. **“Network”** - the infrastructure necessary for the transmission or the distribution of energy (electricity or heat);
 - 1.12. **“Party Applicant”** - a party applying to sign an Accession Agreement.
 - 1.13. **“Supplier”** - an energy enterprise licensed to carry out the activity of supply of energy, including public supplier and other suppliers.
 - 1.14. **“System”** - a system of connected equipment intended for the transmission and distribution of electricity or thermal energy to customers;
 - 1.15. **“System operator”** - any Transmission System Operator or Distribution System Operator for electricity and any Distribution System Operator for heat;
 - 1.16. **“System users”** - natural or legal persons supplying energy to, or being supplied by, a transmission and/or distribution system;

- 1.17. **Unauthorized consumption of energy**” - means consumption of energy as set forth in Chapter VIII of this Rule;
 - 1.18. **“Uncontracted consumption”** - consumption of energy as set forth in Article 29 paragraph 1 of this Rule;
 - 1.19. ;
2. Any other terms used in this Rule shall have the same meaning as the terms used in the Law on Energy, the Law on the Energy Regulator, the Law on Electricity, the Law on District Heating and any other applicable laws in Kosovo.

CHAPTER II GENERAL PRINCIPLES, RIGHTS AND OBLIGATIONS

Article 5

1. **Electricity Supply** In accordance with the provisions of this Rule, all customers have the right and obligation to:
 - 1.1. fair and non-discriminatory treatment in the supply of energy by suppliers; and open access to information by the supplier;
 - 1.2. require connection of their energy facilities and equipment to the networks of the system operators, when such connection is technically and economically feasible, according to the provisions of the Grid or the Distribution Code or any other applicable technical code or rule;
 - 1.3. have transparent contractual relations with the supplier;
 - 1.4. submit complaints according to the provisions of the Rule on Dispute Settlement Procedures in Energy Sector against any unlawful acts or omissions of the supplier;
 - 1.5. pay for the energy consumed and for the use of system, according to their contract with the Energy Supplier and the system use charges approved by ERO;
 - 1.6. receive compensation from supplier for energy not supplied, or supplied at low quality energy or service, only in accordance with the supply contract and Quality Standards of Electricity Supply and Services that are provided to customers;
2. Every Supplier shall:
 - 2.1. sign Framework Agreement or Accession Agreement with Transmission System Operator;
 - 2.2. sign connection agreement with system operators on behalf of customers.
 - 2.3. comply with the provisions of this Rule and of any applicable rules, technical and commercial codes;
 - 2.4. bill and collect payments from the customers;
 - 2.5. draft the offers, contracts, bills, statements and notices addressed to the customers;
 - 2.6. establish a department responsible for protecting and providing information, support and advice to the customers
 - 2.7. keep and update records regarding metering, billing and payment of bills or any other records necessary, as provided for in this Rule and relevant codes;

- 2.8. handle the complaints of its customers according to the provisions of the Rule on the Dispute Settlement Procedures;
 - 2.9. provide customers with services according to the quality standards of Electricity Supply and Services and any other rule in force;
 - 2.10. provide customers with a written summary of their rights and responsibilities, in particular at the time of signing of Supply Contract. Summary of the customer rights and obligations has to be approved by ERO;
 - 2.11. submit to ERO for review and approval in advance the form of the Supply Contracts offered to customers;
 - 2.12. provide information to the customer on behalf of the system operator.
3. System Operator shall:
- 3.1. comply with the provisions of this Rule, technical codes and other applicable rules,
 - 3.2. respond within thirty (30) days to any application for connection submitted by system users or eligible customers;
 - 3.3. connect any applicant wishing connection into system , if such connection is technically and economically feasible under the conditions set forth in this Rule, applicable technical codes, and relevant connection agreements and other rules;
 - 3.4. maintain the connections and network according to the provisions of the technical codes and relevant connection agreements;
 - 3.5. collect from system users the system charges;
 - 3.6. provide correct and regular reading of the meters;
 - 3.7. keep and update records regarding connection, connection agreements, applications for connection, applications for modification of connection; billing to systems users, planned and unplanned interruptions in supply and compliance with quality requirements, any other relevant data according to the provisions of other applicable Rules;
 - 3.8. review written complaints regarding metering issues;
 - 3.9. test and repair the connections and the meters;
 - 3.10. provide to suppliers information regarding the connection and use of system;
 - 3.11. avoid any discrimination when offering its services;
 - 3.12. develop and submit to ERO for review and approval Connection Charging Methodology including the forms necessary for connection and use of systems in accordance to the dispositions set forth in this Rule and other rules issued by ERO;
 - 3.13. publish on the official web site the Connection Charging Methodology approved by ERO and publish a notice to this effect in daily newspapers.
4. Within ninety (90) days of receiving license, each Supplier and system operator is obliged to develop methodologies/procedures regarding the conditions of energy supply and connection to the system in accordance with this Rule. All such methodologies/procedures should be transparent and non-discriminatory and be submitted to ERO for review and approval and be published in the official web site.

Article 6
Heat Supply

1. All final customers shall have the right, where is technically and economically feasible, to enjoy a universal service of heat supplies from the networks of heating enterprises carrying out public services in accordance with this Rule.
2. Heating season starts from 15 October and lasts until 15 April. Depending on weather conditions, the heating season may be shortened or extended (the extraordinary heat supply).
3. Heating season shall be prolonged maximally from 1st of October until 30th of April, by applying extraordinary heat supply according to the following conditions:
 - 3.1. extraordinary heat supply shall be applied in the case when, according to the data from meteorological services or according to the data from the heat plant, the outside temperature measured at 21:00 in the area covered by district heating enterprise, for three days in a row is recorded below 12 °C;
 - 3.2. extraordinary heat supply shall stop in the case when, according to the data from meteorological services or according to the data from the heat plant, the outside temperature measured at 21:00 in the area covered by district heating enterprise, for three days in a row is recorded above 12 °C
4. Heating season shall be shortened by temporarily stopping the heat supply only in the case when, according to the data from meteorological services or according to the data from heat plant, the outside temperature measured at 21:00 in the area covered by district heating enterprise, for two days in the row is recorded 12°C or higher, and when the weather forecast from meteorological services foresees that the temperature, for next three days, will be higher than 12°C .

CHAPTER III
CONNECTION TO THE SYSTEM

Article 7
General Principles of Connection Charging Methodology

1. System operators shall develop connection charging methodologies in accordance with Tariff methodologies approved by ERO that includes charges for:
 - 1.1. prior to the activities necessary in order to design, build and maintain the connection in response to an application by a system user;
 - 1.2. installation of: electrical lines or heat pipes, energy plants or meters for the purposes of connection at entry or exit points to the networks;
 - 1.3. activities for the purpose of connection or modification of the system;
 - 1.4. circumstances where the electrical lines, heat pipes, or energy plants to be installed are of greater size than that required for use of network;
 - 1.5. maintenance and repair (including any capitalized charge) required for connection and meters provided or installed for making a connection to the network, if applicable;
 - 1.6. disconnection from the network and the removal of equipment (energy facilities, lines, meters, pipes);

- 1.7. deactivation of connection where an energy facility is **conserved** but ready for operation.
2. The Connection Charging Methodology shall make provision for appeals by applicants to ERO against connection offers issued by system operators.
3. The Connection Charging Methodology shall be designed in such manner as not to discriminate between similar parties connecting to the network when charging for new connections or the replacement or alteration of existing connection.

Article 8

Application for Connection

1. Based on the Connection Charging Methodology, the applicant submits his application to the supplier that has to submit it to the system operator as per Annex A of this Rule.
2. Excluding paragraph 1, if applicant is generator then the application has to be submitted directly to the System Operator.

Article 9

Connection Offer

1. After registering the application for connection/or modification of connection, the system operator shall make necessary arrangements to study technical requirements of the connection, if necessary visit the premises subject to the application and draft and deliver a written connection offer as per Annex B of this Rule.
2. The connection offer shall contain information in relation to the:
 - 2.1. for those applicants as defined in the Tariff Methodology and Connection Charging Methodology, works required to connect a system user to existing transmission or distribution networks and for the obtaining of any consents necessary for such purpose; hereby termed as the “shallow connection”;
 - 2.2. for those applicants as defined in the Tariff Methodology and Connection Charging Methodology, works required to connect a system user to existing transmission or distribution networks and for the obtaining of any consents necessary for such purpose in case where it is required for the extension or reinforcement of the transmission or distribution network to accommodate the expected demand or capacity requirements of the applicant; hereby termed as the “deep connection”;
 - 2.3. for those applicants receiving supply at a voltage level and falling within a maximum demand and distance from the existing distribution network, as defined in the Tariff Methodology and Connection Charging Methodology, a standard connection charge;
 - 2.4. the installation of appropriate meters required to enable the system operator to measure electricity or heat at the entry point or exit point;
 - 2.5. the installation of such switchgear or other equipment as may be required;
 - 2.6. the installation of **interval meters of telemetry** or data processing equipment for the purpose of enabling applicants who are required to do so to comply with the Market Rules.

3. In addition to the requirements set forth in Article 9 paragraph 2 of this Rule, in case of connection to the heat distribution network, the connection offer shall contain also the technical conditions of connection as attachment to the offer, which shall specify:
 - 3.1. technical parameters of district heating system;
 - 3.2. location of the sub-station within the customer's premises, specifying point of connection and the mode of the connection to the supply pipeline;
 - 3.3. ownership limits of the installation inside the substation;
 - 3.4. design flow of heat carrier and regulating tables;
 - 3.5. requirements concerning the substation in terms of specific construction requirements for the substation, and specifying the equipment of the substation and locations for flow control valve, heat meter, and meter for make-up water supplying secondary system;
 - 3.6. requirements concerning inside heating installation
4. In making an offer for connection agreement or in replying to an application for connection, the system operator shall set out:
 - 4.1. the date by which any works required to permit access to the network shall be completed;
 - 4.2. the charges to be paid in respect of the services required shall be presented in such a way to comply with connection charging methodology and
 - 4.3. such other detailed terms in respect of each of the services required for the purpose of the agreement.
5. For the purpose of determining and charging an appropriate proportion of the costs to an applicant directly or indirectly incurred in carrying out works under an agreement for providing a connection or modification of an existing connection, the system operator shall take into consideration the extent to which:
 - 5.1. benefit from the connection will be available to other, present and/or future system users / third parties, served by the system operator;
 - 5.2. a system operator can levy a proportion of such costs from present and/or future system users or third parties, based on the benefit mentioned in subparagraph 5.1;
 - 5.3. that charges of the application for connection must be fully paid prior to the commencement of the connection works.
6. No charge will be made for reinforcement of the existing network if the new or increased load requirement does not exceed (3) % per cent of the existing effective capacity at the relevant points on the network;
7. Connection offers have to be issued and delivered to the customer through supplier within a time period not exceeding:
 - 7.1. thirty (30) calendar days from the date of delivery of the application for connection to the low voltage network;
 - 7.2. ninety (90) calendar days from the date of delivery of the application for connection to the medium or high voltage network;
 - 7.3. thirty (30) calendar days from the day of delivery of the application for connection to the

heat distribution network.

8. In the case of establishment of the connection for an eligible customer, the offer and connection agreement might be issued and delivered without involving the Supplier. The eligible customer in that case has to sign the Accession Agreement, which is binding for compliance with Market Rules. Prior to signing the Accession Agreement, the eligible customer is required to obtain a Supply License from ERO.
9. The deadline for the submission of connection offers may be extended in the event of a difficult connection, implying a prior technical study of a network extension or any similar reason according to the provisions of the grid or distribution code or other applicable codes. In such cases, the study must be completed within ninety (90) calendar days from the date of delivery of the application for connection and the connection offer must be delivered within thirty (30) days of the completion of the relevant study.
10. The Connection Charging Methodology shall, in the event of a dispute over the terms of a connection offer, provide for the applicant to conduct their own technical study at their own cost, and for the system operator to facilitate any such study through the provision of the necessary information for which an appropriate charge may be made.

Article 10

Refusal to Connect

1. The system operator may refuse to connect an applicant temporarily or permanently only if such connection is technically or economically non-feasible according to the provisions of the grid or distribution code or other applicable codes.
2. In such case a written statement identifying the reasons of refusal has to be issued and delivered to the applicant within a time period not exceeding thirty (30) calendar days from the date of delivery of the application respectively within deadline set in Article 9 paragraph 9 of this Rule.
3. In its statement the System Operator shall make reference to the possibility of a future connection according to the network development plan, if applicable.

Article 11

Connection Agreement

1. Within the period specified in the connection offer the applicant accepts the offer by submitting a signed draft connection agreement to the supplier and pays the relevant connection charges to the benefit of system operators.
2. The connection agreement shall be concluded on the day of delivery to the system operator.
3. The connection agreement shall:
 - 3.1. include general principles on connection charges set forth in Article 7 of this Rule;
 - 3.2. contain elements related to connection offer as per Article 9 in this Rule;
 - 3.3. terms related to the commencement, charges and conditions of payment, disputes settlement and conditions for the termination of agreement ;

- 3.4. include minimum safety standards and requirements, requirements with regard to sealing of metering equipment and locking of enclosures in which switchgear and metering equipment and instrument transformers and metering circuits are installed;

Article 12 Connection

1. Upon conclusion of a connection agreement, the system operator shall establish the connection as specified in such agreement.
2. Upon establishment of a connection the system operator shall issue a report, confirming that the connection has been made according to the terms and conditions of the connection agreement, and submit it to the system users.
3. Connection of the end users established by following the above-mentioned provisions will remain valid in the case of any change of status of supplier if connection agreement is not terminated.
4. The connection of a customer will only be activated (switched on) on written instruction of the supplier to the System Operator that a Supply Agreement has been entered into and all supply requirements have been met.
5. The maintenance of deep connection elements shall be responsibility of Transmission and Distribution System Operators according to the conditions set forth in the Connection Charging Methodology. The system operator shall be entitled to make an appropriate initial charge for the capitalized costs of the maintenance of shallow connections applied in a non-discriminatory manner to all users of such connections.
6. The Article 12 paragraph 5 of this Rule shall not be applied to the existing connections owned by customers. For maintenance of these connection system operators will charge the customers on an ongoing basis under the price list approved by ERO, and tariffs charged to such customers may be adjusted appropriately. A maintenance of the connection, includes cables/wires connected to the operator network, metering devices and entering fuses (if applicable) of metering boxes. This will be carried out only by Transmission or Distribution System Operators.
7. The customers that own connection points including the metering devices may transfer their assets to the system operators without compensation upon bringing in good standing as required in the technical codes issued by system operators and approved by ERO. From the date that such assets will be transferred by the customers, the provisions of Article 12 paragraph 5 of this Rule will be applicable. Transferred assets shall be included in the asset base of the system operator used for the purposes of approving regulated tariffs by ERO in accordance with the principles set out in the Tariff Methodologies.
8. The system operator in case of any intention of customers to make use of the provision in Article 12 paragraph 6 may significantly require tariff adjustment in accordance to the Rule on Principles of Calculation of Tariffs in the Electricity Sector (Pricing Rule). The eventual transferred assets provided in the Article 12 paragraph 7 of this Rule will be considered in accordance to the Tariff Methodologies for the Electricity Sector approved by ERO.

CHAPTER IV

USE OF SYSTEM

Article 13

General Principles of Cost of Use of the System

Charges for use of the system are defined in Rule on the Principles of Calculation of Tariffs in the Electricity Sector (Pricing Rule), and the Tariff Methodologies for the Electricity Sector.

Article 14

Entrance for Use of Transmission System

In order to enter in the use of system, the Party Applicant shall either be a signatory to the Framework Agreement or sign an Accession Agreement with the Market Operator in its role as Authorized Party under the Framework Agreement (hereinafter "Authorized Party").

Article 15

Framework Agreement

The Authorized Party shall sign the Framework Agreement or Accession Agreement, by which the Market Rules are made binding between the parties to that agreement.

CHAPTER V

SUPPLY CONTRACTS

Article 16

Application for Supply

1. An application for supply shall be submitted by the customer to the supplier in order to conclude a supply contract.
2. An application for supply is required by the customers when they change the supplier. In the case where customers do not require any extension in capacity of connection they do not need to comply with provisions set forth in the Articles 8 and 9 of this Rule. In the case where a customer does not comply with minimum commercial, safety and security requirement as described in Articles 8, 9, 11 and 12 of this Rule, the existing connection will be disconnected at an agreed date that will enable the customer to conduct a new alternative connection that will comply with requirements. The application form to change supplier is presented in Annex A
3. Applications for supply shall be made in the standard prescribed form in accordance with Annex A, together with the required documents. The supplier is obliged to register any application for supply.
4. The supplier reviews the application within three (3) weeks from the date of acceptance and gives notice in writing of its intention to accept or reject the application. This deadline may be extended by fifteen (15) calendar days in case when additional information is required. The applicant shall be informed about such extension in writing.
5. The supplier shall develop and submit for approval to ERO the procedures regarding criteria for the applicant or customer to demonstrate satisfactory credit for new or continuing service, including any requirements or arrangements for payment of a guarantee deposit under Article 24 of this rule.

6. An application for service may be denied if the applicant is unable to establish acceptable credit under these rules and the policy approved by the Board of ERO.
7. If an applicant is denied service, the applicant may initiate dispute settlement in accordance to the Rule on Dispute Settlement in the Energy Sector. If the denial comes from the system operator, the supplier may initiate the dispute settlement on behalf of customer in accordance with Article 7 paragraph 2 of this Rule.
8. Eligible customers can switch supplier, within three (3) weeks after notifying their current supplier, there is no charge for such switching and large non-household customers shall have the right to contract simultaneously with several suppliers as set forth in Article 19 paragraph 2 of the Law on Electricity.
9. A change of supplier by an eligible customer shall be done following the procedures established in the Market Rules as approved by the ERO.

Article 17
Supply Contract

1. The supply contract shall be similar to Annex C of this Rule subject to such modifications or additions as may be proposed by the supplier and agreed by the customer.
2. The supply contract comes into effect and the connection is switched on by the system operator within a period of time not exceeding five (5) calendar days from the date of signature by both supplier and customer which will follow the notification of acceptance of connection by system operator who will certify compliance to connection requirements.
3. The commencement date of the supply contract shall be communicated to the customer and the system operator in writing. An authorized representative of the system operator shall switch on a new or upgrade existing connection upon written instruction from the supplier. The positions of meters are agreed between the representative of the supplier, system operator and customer in accordance with technical standards and relevant codes.
4. For the modification of existing supply contracts the procedure set forth in Article 16, in relation to Article 9 of this rule, shall apply.

Article 18
Contractual Relation in Case of District Heating Supply

1. In district heating, the customer - contracting party is considered the owner or authorized user of facility equipped with the substation and secondary internal heat network.
2. In case of multi-flat buildings consisting of several (numerous) individually owned apartments, which are the end-users of the heat, the customer - contracting party to the supplier - shall be considered any legal entity performing duties of the housing administration (e.g. administrator, housing association etc.) that will be established in the future.
3. Until the establishment of housing administration in multi flat buildings, each owner of the apartment shall be considered as the customer - contracting party to the supplier.

Article 19
Obligation to Supply

1. Each public supplier is obliged to supply energy to any non-eligible customer situated in the area covered by their supply licensee that is duly connected to the network in accordance with the connection agreement and on the basis of the provisions of the supply contract and subject to the requirements of Articles 8, 9, 11 and 12 except as is provided in Article 16 paragraph 2 of this Rule
2. The same obligation is valid for the supply of eligible customers that, for whatever reason, are no longer supplied by the selected supplier and wish to be supplied by the public supplier in accordance to the Rule on Licensing of Energy Activities in Kosovo. Eligible customer is required to comply with Articles 8, 9, 11 and 12 of this rule, in order to be supplied.

CHAPTER VI ACCESS TO PROPERTY

Article 20 **Access to Customer's Property**

1. The customer is obliged to grant to the representatives of the operator system/supplier access to its property or premises for the purpose of reading, testing, inspecting, installing, maintaining and repairing the meters, the connections and the related equipment as provided for in Articles 27, 28 and 29 of the Law on Energy.
2. If the customer does not allow access to the metering equipment for reading even upon the receipt of a written notice, the supplied energy will be billed according to the consumption in the previous comparable period stipulated by Article 19 paragraph 5 in the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo.
3. Unreasonable and repeated refusal of the customer to allow access to the property may be penalized according to the provisions of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo.

CHAPTER VII METERING, BILLING AND PAYMENTS

Article 21 **Reading of Meters**

1. System operators may outsource meter reading to suppliers or another contractor. In the case of outsourcing, the system operator remains responsible for ensuring correct and regular meter reading and shall ensure that the contractor entity for meter reading is obliged to ensure correct and regular meter reading, in accordance with the relevant Metering Code. The system operator should establish and present a procedure for meter reading of customers to the ERO for review and approval.
2. Upon the customer's request the system operator is obliged to provide him with any information regarding the results of meter reading.

Article 22 **Testing of Meters**

1. Upon request of the supplier or the customer, as the case may be, and whenever deemed necessary, the system operator is obliged to test the meter. Testing and procedure for testing of meters are stipulated in the relevant metering code.
2. The system operator will be obliged to provide any finding with regard to accuracy of tested meters to Suppliers to reclaim commercial losses where applicable, in accordance with principles of this Rule, with the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo and with Tariff Methodology for the Electricity Sector.

Article 23

Billing

1. The supplier is obliged to ensure that customers are billed for the consumed energy and other charges in accordance with the appropriate tariff type agreed with customer (if applicable).
2. The billing of consumed energy for every billing period, should be based on the metering data, read and collected by the supplier or system operator, for customers with regulated tariffs based on ERO approved tariffs, and for eligible customers (with unregulated tariffs) as agreed in the supply contract.
3. In the case of any errors that result in inaccurate meter reading data causing incorrect billing, the supplier shall make all necessary adjustments in the following bill.
4. Bills are sent to the customer's address specified in the supply contract. If no address or an inaccurate or incomplete address has been specified, or if the customer is no longer present on the address that has been specified, the supplier shall perform the delivery to the physical location where the concerned energy consumption occurred. If the customer continues not to pay in terms of Supply Contract, the system operator upon the supplier's instruction shall disconnect the place of consumption from the network according to the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo..
5. Whenever reasonable, the supplier may accomplish delivery of a bill or notice by posting such item in a visible location at or in the immediate vicinity of the physical location where the concerned consumption occurred.
6. Bills may separate the charges for the consumed energy from all other charges, including charges for the use of the network. The supplier shall submit the standardized form and standardized content of its bills to the Board of ERO for review and approval prior to use with any customer.

Article 24

Guarantee Deposit

1. In the case of commercial customers and household customers, who were not regular in payment, the supplier is entitled to ask for a guarantee deposit.
2. A guarantee deposit consists on adequate guarantee covering estimated future charges for the supply of energy for a period of two (2) months.
3. The guarantee deposit shall be paid in cash or through the bank account.

4. The guarantee deposit shall be returned to the customer after the termination of the supply contract and after adjustment of outstanding dues, if any, within a period of one month from the date of termination. The guarantee deposit shall be returned to the customer after one (1) year if the customer has been regular in his/her payment for a continuous period of 12 months.

Article 25

Payment of Bills

1. Payment of bills and guarantee deposits shall be made in cash at the specified local collection centre of the supplier on any working day during prescribed hours, or by any other means specified in the supply contract.
2. In case of any payment to the system operator, a receipt will be issued to the customer by the supplier. Supplier will maintain a record of the payment, and payment information for a period of at least five (5) years.
3. Supplier shall establish and submit the procedure for billing customers to ERO for review and approval.
4. The procedure shall contain the period from the date of submission of the bill to the payment due date and the period after the due date allowed before the application of interest for non-payment under Article 26 of this rule.
5. The period from the submission of the bills to the customers for all current charges to the due date shall not be less than fifteen (15) days.
6. The period allowed beyond the due date before application of any interest charges shall be no less than twenty (20) days from the due date.
7. Non-receipt of the bill shall not release the customer of his obligation of payment.
8. The submission of any complaint regarding the accuracy of a bill shall not suspend the customer's obligation to pay the bill, in which case the customer will be required to do a payment in accordance to Article 19, paragraph 5 of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo.

Article 26

Consequences of Non-payment

1. In case of non-payment the supplier is entitled to adjust the arrears payable by the customer from out of the guarantee deposit at any time. In such case, the supplier may require the customer to make an additional guarantee deposit.
2. In case of non-payment within the allowed period as stipulated in Article 25 paragraph 6, of this rule the customer is obliged to pay interest on the due amount at the certain rate per month, without prejudice of the supplier's right to impose penalties for non-payment according to any penalty clauses included in the supply contract. The rate of interest shall be adopted by ERO for each fiscal year based on submitted request by suppliers.
3. At the discretion of the supplier monthly instalments for the purpose of recovery of arrears may be agreed with the customer, without prejudice to the liability of the customer to pay interest till full

clearance of the arrears.

4. Supplier may transfer data to other institutions to improve the rate of collection, or with request for submission to the authorized institutions in accordance with applicable laws. In case of transfer or submission customer's data, supplier must comply with the consumer's right to confidentiality as provided by applicable law.

Article 27

Disconnection for Non-payment

Disconnection for non-payment may only be imposed as a last resort measure according to the provisions of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo.

Article 28

Registers regarding Supply Contracts

1. Suppliers are obliged to keep duly informed updated records of:
 - 1.1. signed connection agreements for customers whenever it is required to have agreements additional to supply contract;
 - 1.2. applications for supply submitted;
 - 1.3. applications for modification (upgrades of capacity or tariff group change) of supply contracts;
 - 1.4. supply contracts concluded, modified and terminated;
 - 1.5. billing of customers;
 - 1.6. any other relevant data according to the provisions of other applicable Rules.

CHAPTER VIII

UNAUTHORIZED ENERGY CONSUMPTION

Article 29

Uncontracted Consumption

1. A customer shall be deemed to have engaged in uncontracted consumption of energy where the customer:
 - 1.1. consumes energy in a way or amount other than that approved by the energy enterprise;
 - 1.2. fails to observe the specifications set forth by the energy enterprise and the relevant and applicable Codes as the case may be, with respect to the establishment and operation of a customer's equipment and the connection of such equipment to electrical or heat installations;
 - 1.3. transmits energy after the metering site to another site, without the consent of the energy enterprise, and passes it on to another user located at a site different from the network connection site or transmits energy to a customer belonging to another tariff group;

- 1.4. fails to enters a contract with the energy supplier within the deadline provided and without such a contract continues consuming energy.
2. Customers shall not alter or affect the connections and the metering equipment and devices without energy enterprise's written consent, and are obliged to report to the supplier without delay any damage occurred to the connections and the metering devices and equipment they become aware of.
3. Energy enterprise is obliged to respond to customer's request in accordance with the applicable Rules, and to also connect, accept, install and seal metering device, and when requested by specific customer or service also replace metering device.

Article 30

Theft of electricity

1. If a customer commits one of the offences related to electricity, electricity meter tampering, electricity meter circumvention and connecting or re-connecting to a supply of electricity transmitted by or through an electricity transmission or distribution system without authorization that are specified in the Article 39 of the Law on Electricity, it shall be considered theft of electricity.

Article 31

1. If a customer commits one of the offences related to district heating, tampering, heating meter circumvention and connecting or re-connecting to a supply of district heating transmitted by or through a distribution system without authorization it shall be considered theft of district heating as specified below:
 - 1.1. direct connection to the primary heat network or to the section of thermal substation primary network;
 - 1.2. connection to the secondary heat network, i.e. to the pipes of secondary network in the building;
 - 1.3. removal and/or damage to valves or seals of the district heating utility;
 - 1.4. damage or change of design, function and performance of installations and/or thermal energy meter for the purpose of unauthorized use; and
 - 1.5. extension of heating area and installation of additional heating **bodies** without authorization from the district heating utility

Article 32

Calculation of Unauthorized Consumption of Energy

1. If the period of the unauthorized consumption may not be defined, it will be assumed that the unauthorized consumption has begun for household customer six (6) months before the day that the customer was found to have been engaged in unauthorized consumption of energy, and for other customers twelve (12) months before the day that the customer was found to have been engaged in unauthorized consumption of energy, or since the date of last inspection, during which the installation was found in good order. .
2. To calculate bills for unauthorized energy consumption, charges applicable on the date when

unauthorized consumption of energy was found, i.e. the date when control team compiled records, shall be used. For household customers, charges of one-tariff group, divided into (summer, winter) seasons shall be used, whereas for other customers higher charges, divided as per seasons, shall be used.

3. Energy enterprise (Supplier/DSO) must submit for ERO's approval its procedure for the identification and prevention of unauthorized energy consumption. Such procedure should specify:
 - 3.1. types of abuses of meter and interferences in connections pursuant to Article 30 9 of this rule and actions that should be undertaken by the energy enterprise for each type of abuse with meter and interference in the connection, and
 - 3.2. actions that should be undertaken by the energy enterprise in the event of uncontracted energy consumption pursuant to Article 29, paragraph 1 of this rule ; and
 - 3.3. In calculating unauthorized energy consumption pursuant to Article 30 paragraph 3 of this rule, the supplier should deduct from the losses reclaim bill the amount of energy billed during that period (if any was billed).
4. Without prejudice to ERO's competence to impose fines according to Article 52 of the Law on the Energy Regulator and to any civil or penal liability, any damage caused by the abovementioned activity may be penalized according to the provisions of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo.

Article 33

Compensation of regular paying customers

1. In the event that a supplier fails to follow the disconnection procedure established in the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo, a negatively affected customer who is regular in payment of his bills is entitled to compensation from the supplier for direct and provable damages sustained as a result thereof. The supplier shall submit for review and approval to ERO its procedures for such compensation..

Article 34

Penalties

1. In cases when a supplier does not fulfill its obligation to sign the connection agreement with the system operator on behalf a customer, or does not supply a customer in accordance with the contract for supply, ERO is entitled to impose to such supplier penalties prescribed in Article 52 of the Law on Energy Regulator and the Rule on Administrative Measures and Fines.
2. Derogation from certain provisions of the supply contract might be allowed in cases when the supplier submits to ERO justification that may prove his inability to fulfill these requirements and propose measures and actions that may remove such obstacles.

CHAPTER IX

TRANSITIONAL AND FINAL PROVISIONS

Article 35

Official Language of the Rule

This rule is issued in Albanian language and shall be translated into Serbian and English language. In the event of discrepancies between versions, the Albanian version shall prevail.

Article 36

Changes

1. ERO retains the right to change or modify any provision of this Rule.
2. Procedures for amendment or modification of this Rule, will be the same as for its approval.

Article 37

Interpretation

If there is uncertainty about the provisions of this Rule, the Board will issue explaining information.

Article 38

Repeal

This Rule repeals the Rule on General Conditions of Energy Supply, issued in accordance with Law No.2004/09 on Energy Regulator, and approved by the Board of ERO dated 27 May 2009.

Article 39

Entry into force

This Rule comes into force on the day of its adoptions by the ERO Board and will be published in the official website of the ERO.

Board of the Energy Regulatory Office:

Dr. Ali Hamiti, Chairman

Përparim Kabashi, Member

Blerim Koci, Member

ANNEX A

APPLICATION FOR CONNECTION AND SUPPLY

1. Household customers

New Connection/ Modification of an existing connection agreement

(Please strike-off the purpose that is not applicable)

To (supplier) Registration Number: _____

I request you to connect the premises described therein to the electricity/ heat system. *(Please strike-off the case that is not applicable)*

1. Applicant:

a) Name and surname: _____

b) ID-Card No: _____

c) Legal representative (if applicable): _____

d) Address: _____

e) Telephone No: _____

f) E-mail: _____

g) Owner/authorized user of the premises
(if other)

2. Representative of the applicant:

a) Name and surname: _____

b) Legal representative (if applicable): _____

c) Address: _____

d) Telephone No: _____

e) E-mail: _____

3. Data for the premises to which connection is required:

a) Street: _____

b) No: _____

c) Town/Village: _____

d) Postal Code: _____

e) Owner: _____

f) Authorized user of the premises (if applicable): _____

g) Built-up area of the premises/plot area: _____

4. Technical data:

Land use of premises to be connected: Agricultural, Household, and Commercial

a) Existing approved capacity of premises (if applicable). New capacity required with this application. Installed capacity _____ kW

b) Area of premises _____ m²:

c) Description of premises:

- Basement _____ m²
- Leaving _____ m²
- Kitchen _____ m²
- Bedrooms _____ m²
- Other _____ m²

(to calculate the flat rate if required)

- Location of the substation _____ m² (for district heating)

d) Data on the capacities and consumption of the energy equipments that will be connected:

e) Type and parameters of customer's secondary system/inside heating installation (for district heating).

5. Chosen tariff category_____

6. Outstanding dues:

a) Any electricity/heat dues outstanding in licensee's area of operation in applicant's name:
Yes/ No (If the answer is 'Yes' please provide details)

b) Any electricity/heat dues outstanding for the premises for which connection applied for:
Yes/ No (If the answer is 'Yes' please provide details)

7. I hereby declare that the information provided in this application is true to my knowledge.

8. Attached I submit:

- a). documentary evidence of ownership / authorization for the use of the premises (such as, construction permit, use contract etc.)
- b). documentary evidence of legal representation
- c). documentary evidence of authorization to submit the present application
- d). sketch map of the premises, indicating the point of supply
- e). design plans of the substation and the inside heating installation (for district heating)
- f). official receipt of payment of application fee.

9. Applicant/ Authorized Applicant:

Name and surname: _____

Signature: _____

Date: _____

Place: _____

10. Signature of the owner of the premises where it was indicated in 1. g) that the applicant is new owner:

Name: _____

Signature: _____

_____ Date:

Place: _____

2. Non-household Customer

New Connection/Modification of an existing connection agreement and supply
(Please strike-off the purpose that is not applicable)

To supplier Registration Number: _____

I request you to connect the premises described therein to the electricity/ heat system. (Please strike-off the case that is not applicable)

1. Applicant:

- a). Name and surname: _____
- b). Legal representative (if applicable): _____
- c). Business register number _____
- d). Type of business _____
- e). Address: _____
- f). Telephone No: _____
- g). E-mail: _____
- h). Owner/ authorized user of the premises _____
(If other)

2. Representative of the applicant:

- a). Name and surname: _____
- b). Legal representative (if applicable): _____
- c). Address: _____
- d). Telephone No: _____
- e). E-mail: _____

3. Data for premises to which connection is required:

- a). Street: _____
- b). No: _____
- c). Town/Village: _____
- d). Postal Code: _____
- e). Owner: _____

Authorized user of the premises: _____ h) Built-up area of the premises/plot area: _____

4. Technical data:

- a) Capacity Required: _____ kW (kW_t for district heating)
- b) Description of land use and surface area of floor space that will be supplied from this connection _____
- c) Type and parameters of customer's secondary system / inside heating installation (for district heating)
- d) Data on capacities and consume of the energy equipments that will be connected:

e) Square meters of property: _____ m². Chosen tariff category: _____

6. Outstanding dues:

- a) Any electricity/heat dues outstanding in licensee's area of operation in customer's name: Yes/

No (If the answer is 'Yes' please provide details)

b) Any electricity/heat dues outstanding for the premises for which connection applied for:
Yes/ No (If the answer is 'Yes' please provide details)

7. Please include the mode and type of metering devices in the Connection offer

8. I hereby declare that the information provided in this application is true to my knowledge.

9. I hereby request/do not request the conclusion of a supplementary agreement providing for site specific terms regarding the maintenance of the connection.

(Date by which connection/upgrading of capacity of connection is required. Maximum time allowed according to RGCEs, Articles 5 paragraph 3 and Article 9, paragraph 7 to reach an agreement including a date of connection is ninety (90) calendar days).

10. Attached I submit:

- a) Documentary evidence of ownership / authorization for the use of the premises
- b) Documentary evidence of the Articles of Association/ Decision of the Court/ Copy of the book of Shareholders
- c) Documentary evidence of legal representation
- d) Documentary evidence of authorization to submit the present application
- e) Sketch map of the premises, indicating the point of supply
- f) Official receipt for the payment of application fee.
- g) Design plans of the substation and inside heating installations (for district heating)

11. Applicant/Authorized Applicant:

Name and surname: _____

Signature: _____

Date: _____

Place: _____

ANNEX B

CONNECTION OFFER (SUBMITTED TO SUPPLIER)

System Operator: _____
Registration Number of the application: _____
Customer Name: _____
Customer Address: _____
Supplier: _____

1. The present connection offer is an integral part of the proposed connection agreement.

2. Proposed technical solution:

- a) Point of connection: _____
- b) Description of the necessary technical arrangements and devices to be used for the connection:

- c) Planned date of connection _____

- d) Permitted voltage, maximum capacity and energy:

3. Connection costs: _____

4. Description of the metering and protection devices and equipment that shall be installed:

5. Issues related to the use of the system:

- a) Tariff recommended: _____
- b) Method and deadlines for the payment of costs and charges for the use of the system (credits granted for cost to be incurred by the customer):

6. Deadline for acceptance of the connection offer and for the proposal of alternative technical solutions:

(such deadlines may not be shorter than fifteen (15) working days after the delivery of the connection offer):

ANNEX C
SUPPLY CONTRACT

Supplier: _____

Customer Name and Address: _____

Point of supply and delimitation point: _____

Capacity level and guaranteed capacity: _____

Group of customer: _____

Date of commencement of energy supply: _____

(Not later than six days after the conclusion of the supply contract)

Tariff type: _____

Billing period: _____

System of calculating and issuing the bills *(pre-calculated values, telemetering, local reading of energy meters)*

Guarantee deposit *covering estimated future charges for the supply of energy of a two (2) months period of time (if applicable):* _____

Article 1

Rights and Obligations of Customers

1. Without prejudice to any provisions of any applicable Rule, customers have the following rights and obligations:
 - 1.1. to receive energy as specified in the supply contract and the connection agreement (if applicable);
 - 1.2. to use such energy in accordance to the supply contract and to avoid causing any distortions to the energy flow;
 - 1.3. to pay the bills for the energy consumed as measured by the installed metering devices and for the use of the network, according to the applicable tariffs;
 - 1.4. to promptly inform the supplier in the event of any change of relevant details including address, authorized person etc;
 - 1.5. not to infringe any of the provisions of Article 5 of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo (Unlawful consumption).

Article 2

Rights and Obligations of Suppliers

1. The supplier has the following rights and obligations:
 - 1.1. to supply the customer with energy at the agreed quantity, date and time and continuously, according to the provisions of the supply contract or any other rules and regulations applicable;
 - 1.2. to ensure correct billing of the consumed energy;

- 1.3. to be paid for the billed energy;
- 1.4. to notify the customer for any reasons of interruption in supply;
- 1.5. to restore the energy flow after the termination of the reasons causing interruption in supply;
- 1.6. to meet the quality requirements for energy supply;
- 1.7. to collect and monitor data relevant to the energy consumption of the customer;
- 1.8. to be compensated for any damage, losses, claims or expenses that the customer causes as a result of infringement of Article 5 of the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosovo (Uncontracted consumption). The amount of such compensation shall be set in accordance with a schedule of estimated damages which shall be set by the supplier and approved by ERO.

Article 3

Data Retention

1. The customer acknowledges that the supplier may retain personal detail on it for the purposes of administering the customer's account and providing the supplier's services under this contract and carrying out any other duties required by law and for the supplier to exercise its legal rights.
2. This retention may continue after the customer's account has been closed. In particular, the customer acknowledges that the Article 26 of the Rule on General Conditions of Energy Supply permits the supplier to provide information to authorized institutions.

Article 4

Guarantee Deposit (if applicable)

1. The guarantee deposit shall be paid in cash or by bank deposit.
2. No interest shall be payable on the guarantee deposit during the subsistence of the supply contract.
3. The guarantee deposit shall be returned to the customer after the termination of the supply contract and after adjustment of outstanding dues, if any, within a period of one month from the date of termination.
4. In case of non-refund of the guarantee deposit during the aforementioned period, it shall bear interest at the rate of 8% per year payable to the customer.

Article 5

Continuity Obligation

The supplier is responsible of ensuring continuous energy flow through the connection point without prejudice to any contractual terms on time limitations.

Article 6

Interruptions in Supply

1. In cases of interruptions in supply the supplier is obliged to restore the energy flow as soon as

possible and take all the appropriate measures thereupon.

2. Upon the customer's request the supplier has to provide him with any information available regarding the duration of unplanned interruptions and the anticipated period required for the reestablishment of the energy flow. The obligation to inform the customers is waived, if it is not reasonably practicable to provide the relevant information and the supplier is not responsible for this.

Article 7

Unplanned Interruptions

1. In case of unplanned interruptions of energy supply the customers shall promptly notify the supplier.
2. The supplier shall provide emergency services with his contractual parties within a time period starting from the notification of the unplanned interruption as it is established in the Quality Standards of Electricity Supply and Service.

Article 8

Planned Interruptions

The supplier shall inform the customers about any interruption with estimated duration exceeding the minimum period stipulated for the planned repairs in the supply contract, at least twenty four (24) hours in advance upon receiving by system operator, unless there is an emergency. Information shall be provided by any means deemed appropriate in order to ensure maximum publicity.

Article 9

Energy Supply limitations due to the Network

In case of supply limitations due to the conditions of the network, the supplier has the right to provide the customers with limited quantity of energy. In such case the supplier will try its best to inform customer at least twenty four (24) hours in advance.

Article 10

Quality Requirements regarding Supply of Energy

The supplier shall supply electricity in accordance to the quality requirements set out in the technical codes and quality standards of electricity supply and service.

Article 11

Billing and Payments

Billing and payment shall be carried out in accordance with Articles 23 and 25 of the Rule on General Conditions of Energy Supply.

Article 12

Penalties

Penalties are defined in Articles 26, 27 and 34, paragraph 6 of the Rule on General Conditions of Energy Supply.

Article 13
Complaint Settlement

1. The customer shall report any complaint in a timely manner regarding the services provided or billing issues to the supplier.
2. Complaints are subject to the Rule on Dispute Settlement Procedures in the Energy Sector.

Article 14
Termination of Supply Contracts

1. Customers may terminate the supply contract without reason after having fulfilled all obligations arising out of such contract and notified in written the supplier to that effect at least three (3) weeks in advance.
2. The suppliers carrying out services may terminate the supply contract only on reasonable grounds and in accordance with the procedures provided for in the Rule on Disconnection and Reconnection of Customers in Energy Sector in Kosova.
3. The supplier shall not be liable for events beyond its reasonable control, including but not limited to natural disasters, floods, fire, earthquake or similar acts of authorities strikes, protests, conflicts or similar events.