



## Status Review of Customer Contracts in the Energy Community

April 2014

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## EXECUTIVE SUMMARY

The Energy Community *acquis communautaire* on electricity and gas promotes consumer protection as part of their legislative requirements and identify a need for the regulatory system to adequately reflect these obligations. Member states are urged to ensure a high level of customer protection particularly with the respect to transparency regarding contractual terms and conditions, general information and dispute settlement mechanisms. In order to develop competition in the internal market of electricity and gas, household customers should be able to chose their suppliers and enter into contracts with them.

Customer protection requires proper reflection of customer rights in contracts. At the same time, contracts have to be transparent as regards the obligations of the contract parties, i.e. customers (households), suppliers and network operators. Clarity on the responsibilities of all stakeholders is a pre-condition for customer's ability to execute their role in a liberalized market.

The present report assesses the currently implemented rules regulating electricity and gas supply contracts i.e. rules related to conclusion, termination and amendment of the contract, content of the contract, rights and obligations of contract parties etc. The focus of the survey is on supply contracts with household customers.

The report covers Albania, Austria, Bosnia and Herzegovina, Croatia, FYR of Macedonia, Georgia, Greece, Italy, Kosovo\*<sup>1</sup>, Moldova, Montenegro, Serbia and Ukraine.

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<sup>1</sup> Throughout this document the symbol \* refers to the following statement: *This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.*

# INTRODUCTION

## The Energy Community

The **Energy Community**<sup>2</sup> comprises Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo\*, Moldova, Montenegro, Serbia and Ukraine. Armenia, Georgia, Turkey and Norway are Observer Countries.

The **Energy Community Regulatory Board** (ECRB) operates based on Article 58 of the Energy Community Treaty. As an institution of the Energy Community the ECRB advises the Energy Community Ministerial Council and Permanent High Level Group on details of statutory, technical and regulatory rules and should make recommendations in the case of cross-border disputes between regulators.

## Background

The Energy Community *acquis communautaire* on electricity and gas<sup>3</sup> promotes consumer protection as part of their legislative requirements and identify a need for the regulatory system to adequately reflect these obligations. Member states are urged to ensure a high level of customer protection particularly with the respect to transparency regarding contractual terms and conditions, general information and dispute settlement mechanisms. In order to develop competition in the internal market of electricity and gas, household customers should be able to chose their suppliers and enter into contracts with them.

Customer protection requires proper reflection of customer rights in contracts. At the same time, contracts have to be transparent as regards the obligations of the contract parties, i.e. customers (households), suppliers and network operators. Clarity on the responsibilities of all stakeholders is a pre-condition for customer's ability to execute their role in a liberalized market.

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<sup>2</sup> [www.energy-community.org](http://www.energy-community.org).

<sup>3</sup> Following the Energy Community Ministerial Council Decision D/2009/02/MC-EnC, the Energy Community *acquis* includes the Third Energy Package, namely Electricity Directive 2009/72/EC, Electricity Regulation (EC) 714/2009, Gas Directive 2009/72/EC and Gas Regulation (EC) 715/2009. Currently, the Second Energy Package, namely Electricity Directive 2003/54/EC, Electricity Regulation (EC) 1228/2003, Gas Directive 2003/55/EC and Gas Regulation (EC) 1775/2005, are applied, the deadline for implementation of the Third Energy Package is 1 January 2015. Unless differently stated, this document therefore makes reference to the Second Energy Package.

## Scope

The present report assesses the **currently implemented rules regulating electricity and gas supply contracts** i.e. rules related to conclusion, termination and amendment of the contract, content of the contract, rights and obligations of contract parties etc.

The report covers **Albania, Austria, Bosnia and Herzegovina, Croatia, FYR of Macedonia, Georgia, Greece, Italy, Kosovo\***, **Moldova, Montenegro, Serbia and Ukraine**. Where results for Bosnia and Herzegovina differ for the Federation of Bosnia and Herzegovina (FBiH), Republika Srpska (RS) and Brčko District of BiH, they are displayed separately in this survey.

The focus of the survey is on **supply contracts with household customers**. The survey is performed separately for the electricity and gas sectors. If not stated differently, the information provided in report is related to both electricity and gas sectors. Taking into account that Albania, Montenegro, Kosovo\* do not have gas markets and that in FYR of Macedonia there are still no household gas customers, the relevant information provided in this report refers only to electricity market.

## Methodology

Data and analyses provided in the present report is exclusively based on information provided by the regulatory authorities of the analyzed markets.

Data displayed for Georgia is not complete and/or clarified in all chapters and only available to the extent provided by the related regulatory authority.

## FINDINGS

### Implementation of the Energy Community *acquis communautaire*

Customer protection is one of the main pillars of the Energy Community *acquis communautaire*: Electricity Directive 2003/54/EC<sup>4</sup> and Gas Directive 2003/55/EC<sup>5</sup> devote provisions of Article 3 to public service obligations and customer protection. Transparency regarding contractual terms and conditions is required by Article 3(3) of the Electricity Directive and Article 3(5) of the Gas Directive. Protection of household customers shall include the measures explicitly mentioned in Annex I of both Directives. The implementation of these contract related measures will be part of a separate chapter on “Content of the Supply Contract” in this document. With the exception of Georgia, all regulatory authorities participating in preparation of this paper stated that the customer related provisions of the Electricity and Gas Directives are transposed into their national legislations and also provided the relevant legal references (ref. Annex I of this document).

### Supply Contract Definition

The contract for supply of electricity or gas is an agreement concluded between a supplier and the customer involving the supply and purchase of electricity / gas under conditions agreed by the parties in concordance with regulations.

By nature, the contract for supply of electricity / gas builds on **national rules for civil contracts** on sale and purchase. Due to its peculiarities these contracts are subject to special legal regulation. However, cross-references between contract law, general law on consumer protection and **specific energy sector regulations** are applicable.

While energy is considered a good, unlike other goods it is transmitted through networks which leads to specific contractual requirements, involving communication between network operators and supplier and additional responsibilities for the suppliers related to customer protection, information and public service.

According to the answers received, a **specific definition of supply contract** for electricity or natural gas (hereinafter: supply contract) exists in the legislation of Albania, Bosnia and Herzegovina (for electricity), Croatia, Greece, Kosovo\*, Serbia and Ukraine. Other states, such as Austria, FYR of Macedonia, Italy, Moldova and Montenegro, apply the general definition for sale contracts provided in national civil and / or commercial law. In this context it has to be noted that, even if a special definition of supply contracts exist, the **general rules**

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4 OJ L 176 of 15.7.2003, p. 37 et seqq. (“Electricity Directive”)

5 OJ L 176 of 15.7.2003, p. 57 et seqq. (“Gas Directive”)

for sale contracts provided in national civil and / or commercial acts also apply; in case of specific definitions for electricity / gas supply contracts, they add specific contract related requirements.

Table 1 *Is there a definition for electricity/ gas supply contracts in your legislation?*

	Yes	No	Comment
Albania	The definition is in the Law 9072, dated on 22.05.2003 "On Power Sector," and amended in the Albanian Market Model		
Austria	Supply contracts are defined in detail by the Austrian Private Law.		
Bosnia and Herzegovina	Yes, for electricity, provided in the General Conditions for Electricity Supply Particularly, the new Law on Electricity of Federation BIH recognizes supply contract		
Croatia	Yes, in the Article 3 subparagraph 55 of the Act of Electricity Market: Final customer supply contract is a contract defining the supply of a final customer with electricity, not including electricity derivative		
FYR of Macedonia		✓	
Greece	Electricity Supply Contract: The agreement between the supplier and the customer which sets out the General Terms and Conditions of supply, any special terms agreed as well as the tariffs and prices (art. 2 par. 1.d Electricity Supply Code, Government's Gazette B 832/09.04.2013).		Gas: As far as the definition of gas supply contract is concerned, due to the fact that the gas supply code is still not part of the national legislation (there is a draft version pending), there is no available definition. However, among the definitions of the Ministerial Decisions No Δ1/18887/2001, Δ1/Γ/Φ7/11819/2000 and Δ1/Γ/Φ7/11818/2000 according to which the State awarded the Gas Supply Undertakings of Attica, Thessaloniki and Thessaly with the respective Gas Distribution Authorizations, as gas connection and supply contract is defined the contract concluded for the connection and or supply of natural gas to the consumer.

	Yes	No	Comment
Italy	The Italian Civil Code provides the definition of the supply contract in general: it is the contract through which one party is obliged to provide the other party, continuously or on a regular basis, with the service/good requested. The former is entitled to be paid by the latter.		
Kosovo*	In the article 4, paragraph 1, sub paragraph 1.5 of the Rule on General Conditions of Energy Supply		"Supply agreement" – agreement between the supplier and final customers
Moldova		✓	The Electricity Service Rules provide detailed description of the obligatory provisions of the electricity supply contracts. The same exists in the Natural Gas Service Rules.
Montenegro		✓ (Article 160 of the Law (Customer Protection) provides detail description of the contract's content)	
Serbia	Yes, in the Article 141.-143. of the Energy Law		A supply (sales) contract is a contract concluded between supplier and/or public supplier and a final consumer (supply defined as electricity/gas sale in Art. 2 of the Energy Law).

	Yes	No	Comment
Ukraine	<p>ELECTRICITY: Yes, but not for households:</p> <p>Note: There are three types of contracts at the retail market:</p> <p>1) Supply contract is only applied between a customer (legal entity) and supplier at regulated tariff;</p> <p>2) For households two types of contracts are possible “contract for electricity usage” and “contract for temporary electricity usage without metering” and they are signed with supplier at regulated tariff.</p> <p>3) Between the supplier at unregulated tariff and the customer the contract for electricity purchase and sale is concluded.</p> <p>GAS: Yes Note: Gas supply contract for households is called “Contract for providing gas supply services for households”, and there is no specific definition for it.</p>		<p>ELECTRICITY: 1) Supply contract for electricity - agreement among two parties (electricity supplier at regulated tariff and customer), that is a document of certain form which establishes and regulates the legal relationship between the parties when selling electricity by supplier at regulated tariff to customer at the tariffs which are regulated in accordance with legislation of Ukraine.</p> <p>2) There is no definition of contract for electricity usage and of contract for temporary electricity usage without metering.</p> <p>3) Purchase and sale contract for electricity - agreement among two parties (electricity supplier at unregulated tariff and customer), that is a document of certain form which establishes and regulates the legal relationship between the parties when selling electricity by supplier at unregulated tariff to customer at free prices.</p> <p>(According to Rules of electricity usage adopted by NERC of 31.07.96 №28)</p> <p>GAS: gas supply contract - a written agreement among two parties (licensee and customer), according to which the licensee undertakes to provide customers with gas, and the customer is obligated to pay for it a price set in accordance with legislation of Ukraine (according to paragraph 1.3 of Licensing Terms for business activity of supplying natural gas, gas (methane) of coal deposits at regulated tariffs adopted by NERC of 13.01.2010 № 11).</p>

## Types of Contracts

Customers normally conclude contracts for the supply of electricity or gas, connection and use of network. This is either done via single or individual contracts for one or more services. The table below provides an overview of the contracts household customers have to conclude if they want to be supplied with electricity or gas.

Table 2 *Types of contracts household customer for electricity /gas needs to conclude*

	supply contract	contract for use of distribution network	connection contract	other
Albania	✓	✓ includes provisions regarding connection also	contract for use of distribution network includes also provisions regarding connection	
Austria	✓	✓	✓ (for the first time connection of new buildings/private owned houses)	
Bosnia and Herzegovina	✓ (electricity) ✓ (gas, RS only)	✓ (electricity) ✓ (gas, RS only)	✓ (electricity) ✓ (gas, RS only)	
Croatia	✓	✓	✓	
FYR of Macedonia <sup>6</sup>	✓ (grid and supply in one contract. The supplier for tariff customers is obligated to sign a contract for usage of the system with the relevant system operator, on its account and on account of the tariff customers supplied with electricity)	✓ (grid and supply in one contract. The supplier for tariff customers is obligated to sign a contract for usage of the system with the relevant system operator, on its account and on account of the tariff customers supplied with electricity)	✓	

<sup>6</sup> There are no household customers using gas yet.

	supply contract	contract for use of distribution network	connection contract	other
Greece	<ul style="list-style-type: none"> <li>✓ electricity</li> <li>✓ (gas: the connection to the grid and the gas supply is one contract )</li> </ul>		<ul style="list-style-type: none"> <li>✓ electricity</li> <li>✓ (gas: the connection to the grid and the gas supply is one contract)</li> </ul>	
Italy	✓	✓ (seldom)	✓	
Kosovo*	✓		✓ <sup>7</sup>	
Moldova	✓	✓	May be concluded at the request of a household customer	
Montenegro	✓		✓	
Serbia	✓	<ul style="list-style-type: none"> <li>✓ Starting from January 1<sup>st</sup>, 2015 (only if NOT under a full supply contract)</li> </ul>	Not envisaged explicitly as a contract, but is not forbidden	Full supply contract is contract in which the amount of energy is not contracted in advance but is determined by the realized consumption at the metering point of the customer (grid usage has to be contracted by the supplier, the supplier has to regulate the balance responsibility for the respective metering point)

<sup>7</sup> Article 11 "Connection Agreement" of the Rule on General Condition specifies that: "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."

	supply contract	contract for use of distribution network	connection contract	other
Ukraine <sup>8</sup>	<p>✓ Contract on the electricity usage</p> <p>Contract on the temporary electricity usage without metering</p> <p>(Provisions about usage of distribution network are included implicitly in mentioned contracts as a result of bundled activities of distribution and supply at regulated tariff).</p> <p>Contract for providing gas supply services for households (this contract comprises provision both gas supply services and distribution services)</p>		<p>✓ Contract for connection to electricity networks/</p> <p>Contract for connection to gas networks</p>	<p>Contract for debt restructuring</p> <p>Contract for additional works (services) execution</p>

**In the majority of the analyzed cases** - Kosovo\*, FYR of Macedonia, Moldova, Montenegro, Serbia (in case of full contract application, which is the case for majority of households) and Ukraine - **household customers conclude only one contract with a supplier comprising also the provisions regarding use of the distribution system**. In these cases the supplier is obliged to enter into contract with relevant distribution system operator- the exception is Ukraine where services of supply at regulated tariff and distribution are bundled. This practice should be assessed positively, because it facilitates switching procedures. However, in a substantial number of countries - Albania, Austria, Bosnia and Herzegovina - household customers need to conclude two separate contracts for supply and distribution. While such approach can also be seen as a tool for educating customers' on the split between network and supply in a liberalized market and raise awareness on the element subject to switching options, it also increases transparency need related to providing relevant information to customers as key prerequisite for efficient switching.

Besides having contract(s) for supply and distribution of electricity and gas, household customers **in the great majority of markets have to conclude contract for connection to the distribution network**. This contract is made in order to define responsibilities and costs of both parties in case new connection facilities are to be built.

Supply contracts may, in theory, refer to the connection point, metering point, address of the customer or the name of a customer. According to the responses provided by the regulatory

<sup>8</sup> All further answers for Ukraine in electricity will be given for contract on the electricity usage and for gas – for contract for providing gas supply services for households

authorities, **in all cases supply contracts refer to the metering point**. In Albania and FYR of Macedonia the supply contract can be also concluded for customer's address. In Bosnia and Herzegovina, Greece, Italy, Montenegro, Serbia and Ukraine the supply contracts refer to the metering point, address and name of the customer.

Supply contract reference is related also to another issue: in case a customer owns several facilities with different addresses, he/she may have one or more contracts. The table below provides the information on how many contracts a customer may conclude if he/she owns more facilities at different addresses.

Table 3 *How many contracts a household customer may have in case he/she owns several facilities with different addresses?*

	One contract for all facilities	Separate contract for each facility	Both cases are possible (depend on customer)
Albania		✓	
Austria			✓ (for each metering point, a separate contract is possible)
Bosnia and Herzegovina			✓
Croatia			✓ Contract for supply is defined for each charging metering point and may be concluded for several or all charging metering points of customer (big consumers that have more metering points can come up with better consumption tariff, but depending just on agreement with supplier).
FYR of Macedonia			✓ Both cases are possible. The electricity supply contract can be concluded for each accounting metering point or it may be concluded for some or all customers' accounting metering poi
Greece		✓ (gas)	✓ electricity (The Greek Electricity Supply Code does not forbid the conclusion of one contract for all customer's facilities, although, in most cases of household customers, there are still separate contracts for each facility, unless requested by the customer)

	One contract for all facilities	Separate contract for each facility	Both cases are possible (depend on customer)
Georgia		✓	
Italy			✓
Kosovo*		✓	
Moldova		✓	✓ Combined supply contract for all metering points possible with the acceptance of the household customer
Montenegro		✓	
Serbia		✓	✓ For the time being all households are supplied by the public supplier and the bills are issued for each metering point separately. Even the contrary, amount of the electricity consumed, wouldn't affect the price
Ukraine		✓	

From the table above it can be concluded that supply contracts are always signed **separately for each facility of the same owner**. However in 8 out of 13 analyzed markets both cases are applicable i.e. a customer may conclude one or more supply contracts for his/her facilities. For the cases where a customer owns several metering points, but may choose between one or more contracts, the regulatory authorities were asked if the customer might reach better consumption price if combining several metering points. The Croatian regulator answered that such an option existed, but it depended on a specific contract between customer and supplier. On the other side, in Serbia the amount of electricity consumed wouldn't affect the price.

The practice of offering customers “**combined**” contracts for supply of different services (e.g. supply of electricity, gas, TV, internet etc.) **is not implemented in the great majority of analyzed markets**. Only the regulatory authority of Italy and Georgia stated that such contracts may be concluded: as regards Italy, it is left to private autonomy, even though the company must respect the regulation regarding each service provided.

Finally, regarding number and types of contracts household customers may conclude, the regulators explained in which cases a **customer may enter into contracts with different suppliers**. Having in mind that in the majority of cases, as previously described, supply contracts can be concluded **for separate metering points**, it should be possible that these “metering points”, i.e. separate facilities, are supplied by different suppliers. The table below shows that this is indeed the case **in some countries**. In Bosnia and Herzegovina and

Serbia, under certain circumstances, customers may have several suppliers for one metering point. However 7 out of 13 regulators stated that having more than one supplier is not possible at all.

Table 4 *Is a customer entitled to have supply contracts with different suppliers at the same time?*

	Yes	No
Albania	Only eligible customers	
Austria	A customer with several metering points may have different suppliers for different metering points. However, only one supply contract is possible for each metering point.	
Bosnia and Herzegovina	<p><u>BIH- Federation BIH:</u> Eligible customer is entitled to <b>concurrently</b> conclude the contracts with several suppliers, if there is a possibility for determination of calculating elements, as confirmed by the system operator.</p> <p><u>BIH- Republika Srpska:</u> Eligible customer, other than small customer and the customer from the category of household, is entitled to concurrently conclude the contracts with several suppliers, if there is a possibility for determination of calculating elements, as confirmed by the system operator.</p>	Non-eligible (tariff) customers can have one supply contract for one connection
Croatia	✓ (In practice, it's possible for big customers, but it's still not defined in any law what the big customer is.)	
FYR of Macedonia		✓
Greece	✓ Electricity: Customers connected to the high and medium voltage network	✓ Electricity: Customers connected to the low voltage network ✓ Gas
Georgia		✓
Italy	✓ (in case of more than one delivery points)	
Kosovo*		✓
Moldova		✓

	Yes	No
Montenegro		✓
Serbia	In case he/she owns several facilities with different addresses. Otherwise, for the same metering point, energy law prescribes that final consumer may conclude more than one sales contract but only one contract may be for full supply i.e. grid, balance responsibility and supply in one contract.	
Ukraine	Both for electricity and gas: if customer's facilities are located at designated areas of different suppliers at regulated tariff.	

## Concluding Supply Contracts

This chapter provides information on the **legal background regulating the conclusion of supply contracts**, such as the form, duration, content and rights and responsibilities of parties to the contract, but also informs about specific referent points of the contract, e.g. whether the contract refers to metering point or a customer etc.

The regulatory authorities of the analyzed markets were asked whether there is a legal obligation forcing suppliers to enter into a supply contract for gas and electricity with customers. With the exception of Georgia, in all other cases respondents stated that there is a legal obligation for suppliers to enter into a supply contract. In the case of Austria and Italy this is limited to the default supplier / supplier of last resort.

However, it has to be noted that these results have to be seen in context of general rules of civil / commercial law: **also in those markets for which Table 5 indicates that suppliers are *not* obliged to conclude contracts with customers, this general civil law principle of freedom to contract is limited** by, also, general rules of civil law obliging any legal or natural person to enter into contract in case a binding offer has been made. Such offer can be a public offer by suppliers - such as general financial supply conditions offered via websites or otherwise for specified consumer categories<sup>9</sup> – or individual offers provided to customers outside the standardized consumer categories. Still, also in this case, the contracting obligation for the offering party may be limited to the accepting party's compliance with technical or other legal requirements, to the extent noted in the offer. The table below shows in which cases suppliers have the right to refuse concluding a supply contract with a customer.

<sup>9</sup> E.g. defined by consumption level, category "households" or other.

Table 5 *In which cases does the supplier have the right to refuse to conclude a supply contract with a customer?*

	In which cases does the supplier have the right to refuse to conclude a supply contract with a customer?
Albania	<p>If client's request does not include the entire required documentation. (Article 4 .4 of general conditions of the contract of electrical energy supply for household customers)</p> <p>Any person who is not debtor to supplier and has an approved connection point within the distribution grid, as stipulated in the Regulation of New Connections has the right to request entering into a contract for electrical energy supply.</p>
Austria	<p>Following contract law, there is no obligation for any contract party to conclude a contract. Hence, any supplier always has the right to refuse concluding a supply contract with a customer, with the exception of the supplier of last resort ("Grundversorgung")</p>
Bosnia and Herzegovina	<p><u>BIH – Federation BIH:</u> In the case when non-eligible (tariff) customer with supplier of non-eligible (tariff) customers has signed multiple supply contracts, and if she/he <i>does not pay</i> all the receivables for supplied electricity on all metering places, based on signed supply contracts, supplier may reject to conclude new supply contract with subject non-eligible (tariff) customer.</p> <p><u>BIH - Republika Srpska:</u> supplier cannot refuse conclusion of a supply contract in any case</p>
Croatia	<p>This is still not defined by any act in electricity sector, but will be issued by new switching rules.</p>
FYR of Macedonia	<p>The supplier does not have the right to refuse to conclude a supply contract with a customer.</p>
Greece – electricity	<p>The supplier is obliged to accept the Application for a Supply Offer submitted by small customers (with connection voltage up to 25KVA), except in the following cases: <b>a.</b> When the customer applying for a Supply Offer has outstanding debts resulting from a previous contract between the customer and the supplier or any other supplier, does not submit a copy of his latest bill or has, at least twice, received a disconnection notice due to outstanding debt within the previous year of the application. <b>b.</b> When the supplier does not supply electricity to the customer category to which the customer belongs. <b>c.</b> When the Application for a Supply Offer was not completed in the set time and the missing data render the submission of a Supply Offer by the Supplier impossible (art. 28).</p> <p>These customers may be supplied by the Supplier of Last Resort or the Universal Service Supplier, according to the provisions of the Electricity Supply Code, art. 43 and 44, respectively. In all cases (art. 16), the rejection of the Customer's Application Form must be in writing and justified in accordance with art. 48 par. 5 of Law 4001/ 2011 on Operation of Electricity and Natural Gas Markets, Hydrocarbon Research, Production and Transmission Systems and other regulations and to refer to the procedure and the conditions under which the customer is able to request re-evaluation of his application or inclusion in different customer category.</p>

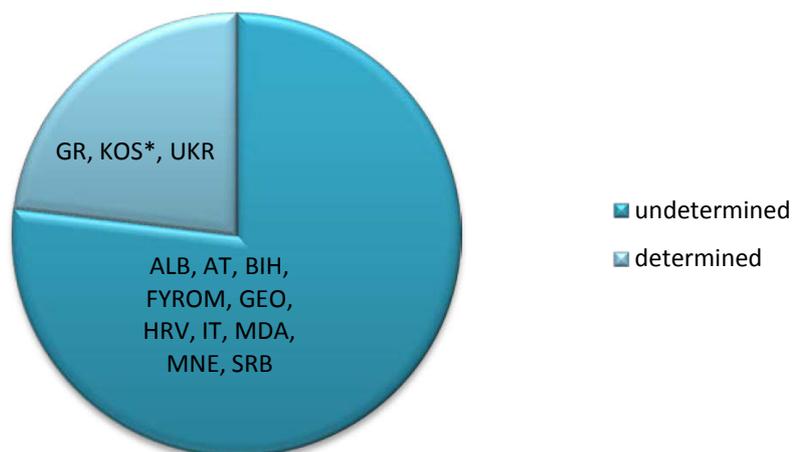
	In which cases does the supplier have the right to refuse to conclude a supply contract with a customer?
Greece – gas	<p>a) If the client refuses to complete the conditions stated by law. In particular, the supplier has the right to refuse concluding the connection and supply contract, when:</p> <p>b) the consumer does not accept the General Terms &amp; Conditions of the supply contract</p> <p>c) the consumer does not agree to pay the required connection fee</p> <p>d) the consumer does not provide the supplier with the necessary information required so as the latter can access the consumer's premises</p> <p>e) the realization of the connection or the supply involves dangerousness, which overrides the supplier's responsibility</p> <p>f) due to force majeure, the supplier does not have available natural gas quantities so as to cover the requested supply.</p> <p>Additionally, the supplier can refuse a supply contract in case of debts of the customer to the previous supplier.</p>
Italy	<p>The supplier operating in the free market is not obliged to conclude a supply contract</p> <p>According to law (Decree Law n. 73 issued in 2007; Law n. 125 issued in 2007; Decree n. 93 issued in 2011) and regulation, the default supplier/the supplier of last resort is obliged to supply a customer who has no supplier in the free market</p>
Kosovo*	Supplier does not have the right to refuse to conclude a supply contract. However the supply contract may not be signed with customer until the technical conditions for connection to the system are fulfilled. These articles are specified in the Rule on General Conditions, article 10.
Moldova	If the final customer has debts at other places of consumption
Montenegro	The supply contract may not be signed with customer until the technical and other conditions for connection to the system are fulfilled.
Serbia	The supplier does not have the right to refuse to conclude a supply contract with a customer in line with the published official supply offer of the supplier (as envisaged in Article 143. of the Energy Law)
Ukraine	<p>In all cases with the exception of supplier at regulated tariff.</p> <p>Supplier at regulated tariff has no right to refuse to conclude supply contract (both for gas and electricity) with customer which is located on supplier's designated area. However in electricity supplier at regulated tariff has the right to refuse to conclude a supply contract:</p> <ol style="list-style-type: none"> <li>1. if the customer's electrical installation is connected not in accordance with the legislation;</li> <li>2. if capacity of customer's new electrical installation was increased with breach of legislation;</li> <li>3. if customer is not user or owner of electrical installation</li> </ol>

The parties to supply contracts for electricity and gas typically are suppliers and customers. In their answers, the regulatory authorities mentioned different terms used in legislation, usually relating to public supply and tariff (non-eligible) customers. For example in FYR of Macedonia there are suppliers for tariff customers and tariff customers as parties or suppliers of last resort and households/small customers as counterparts; in Serbia and Montenegro parties are public supplier or supplier and final customers.

Supply contracts typically take the **form** of a written agreement. Still, civil law as a general principle also foresees contracting by verbal consent. General legal rules or also additional specific regulatory provisions related to customer protection may put limits on this. In Italy<sup>10</sup>, e.g. supply contracts can also be concluded in a form of verbal consent and/or via internet, but the regulator has issued standards of conduct in order to guarantee that prior to the conclusion of a contract the customer is informed about contract terms.

The **duration of supply contracts** may be determined by law or some other rules/secondary legislation or undetermined, in the latter case the suppliers usually implement some standard duration, but customers have the right to negotiate. In the analyzed electricity and gas markets the duration of supply contracts is regulated as presented at the figure below.

Figure 1 *Supply contract duration*



The results show that in Greece, Kosovo\* and Ukraine the duration of supply contracts is determined; in Greece defines a minimum contract duration of one year for small customers unless the customer applies for less; in Kosovo\* the electricity law prescribes that all supply

<sup>10</sup> Some rules on the conclusion of the contract might change due to the recent implementation of EU Directive 2011/83.

contracts have to specify duration, i.e. may not be unlimited in time<sup>11</sup>; in Ukraine the rules on electricity usage for households, issued by the Government, envisage that contracts for electricity supply at regulated prices have to be concluded for the period of 3 years<sup>12</sup>.

Opposite to Ukraine, where only the duration for contracts for electricity household customers is determined, in Croatia for gas and in Federation BIH for electricity households conclude contracts of undetermined duration; eligible customers of gas in Croatia, as prescribed by general terms and conditions for supply, and eligible customers of electricity connected above 0.4kV in Federation BIH, as specified in general terms and conditions for supply as well as by rules for supply, conclude contracts of determined duration. In electricity sector in Croatia suppliers conclude contracts with customers for undetermined duration or duration between 1 and 3 years (new general terms and conditions for electricity supply will probably envisage continuation of such practice). In all other cases all electricity and gas customers enter into contracts with undetermined duration<sup>13</sup>.

In all cases, except Georgia, the supplier has the obligation to **inform customers about the contract conditions prior to the conclusion of a contract**. This obligation is in line with the Electricity and Gas Directive requiring that conditions of contracts shall be fair and suppliers shall ensure that the conditions are well known in advance by their customers. In Bosnia and Herzegovina, standard forms are available for public on websites and in authorized offices for customers' relations of suppliers. In FYR of Macedonia the supply contract for tariff customers is in a form (template) which is approved by the regulatory authority. In Italy, the regulator has issued standards of conduct in order to guarantee that prior to the conclusion of a contract the customer is informed about contract terms. In Ukraine, standard contracts for gas and electricity are available for public- customers can look through the terms of contract in advance.

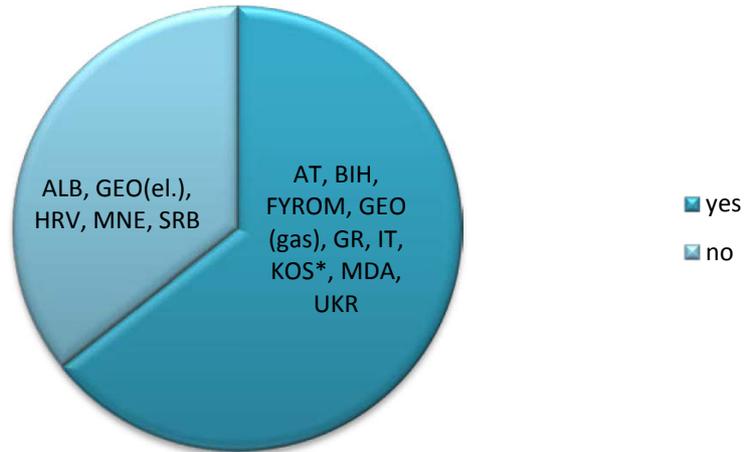
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<sup>11</sup> There is no time limit set in the contract, but according to the Law on Electricity, the duration of the contract needs to be ensured. According to the article 27 of the Law on Electricity, Contractual requirements, "Suppliers shall ensure that such contracts specify the duration of the contract, the conditions for renewal and termination of services and of the contract".

<sup>12</sup> However, the contracts' duration is undetermined for supply at non- regulated tariff and for supply at regulated tariff with the exception of households. Also for gas, the duration of contracts is undetermined by legislation, but typically set to one year.

<sup>13</sup> However, in Austria the contracts are signed with undetermined duration if not stated differently in the contract.

Figure 2 Does the regulator have any competences related to contracting?



**In the majority of cases the regulator has competences related to contracting.** Usually it means that regulator prepares or approves a standard form/template of contract (in Kosovo\* and FYR of Macedonia). In Italy the NRA may regulate the content of a supply contract and in Greece, for electricity, the NRA checks and comments the supply contract to be prepared in accordance with a supply code. As for gas, the adoption of the gas supply code in line with article 85 of Law 4001/2011 is pending, so the obligation of the supplier to notify the NRA to check and comment the supply contract is not yet clearly stated. In Ukraine the Government approves a standard contract on electricity usage for households and a standard contract on natural gas supply to households, the regulator is monitoring compliance. In Moldova the regulator has pre- contractual competences and can issue decisions that oblige the supplier to conclude a contract with the customer. In Bosnia and Herzegovina, there is an obligation of suppliers to submit standard contract forms to the entity regulator. Entity regulators, through their general conditions specify categories that have to be included in supply contract.

## Content of Supply Contracts

The Electricity and Gas Directives, in their Annexes, provide a list of provisions that need to be included in the contracts for supply. The regulatory authorities were asked to notify which of these obligatory provisions are included in the electricity and gas contracts in their national markets. The results are presented in the table below.

Table 6 Provisions of Annex I of the Electricity and Gas Directive included in the supply contracts

	Albania	Austria	BIH	Croatia	FYR of Macedonia	Greece	Italy	Kosovo*	Moldova	Montenegro	Serbia	Ukraine
The identity and address of the supplier	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
The services provided	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Service quality levels offered	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Time for the initial connection					✓	✓	✓	✓	✓	✓	✓	
Types of maintenance service, if offered				✓	✓		✓	✓	✓		✓	✓
Means by which up to date information on all applicable tariffs and maintenance charges may be obtained					✓	✓	✓	✓	✓	✓	✓	✓
Duration of the contract	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Conditions for renewal and termination of services and of the contract	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Existence of any right of withdrawal	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓
Compensation and the refund arrangements which apply if the contracted service quality levels are not met	✓		✓	✓	✓		✓	✓	✓			✓
The payment method and procedure	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
The method for initiating procedures for settlement of disputes	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

The table shows that the great majority of required provisions listed in Annex 1 of the Electricity and Gas Directives are included in the electricity and gas supply contracts for households in analyzed markets. These are related to transparency, basic information on the supplier, the services offered (including quality levels offered), information on duration, payment and dispute settlement. In some countries elements such as the time for initial connection, the type of maintenance service offered or compensation and refund arrangements in case of lower service quality levels are missing.

The regulatory authorities also provided information on applicable measures in case supply contracts do not include some or all provisions about the rights and obligations of the contracting parties<sup>14</sup>. The results are presented in the table below.

<sup>14</sup> Standard contract provisions or relevant national legislation.

Table 7 What happens if the supplier does not include in the supply contract (some or all) provisions about the rights and obligations of the contracting parties?

	What happens if the supplier does not include in the supply contract (some or all) provisions about the rights and obligations of the contracting parties?
Albania	The contract is approved by the regulator. If there are contests from the client for these terms and conditions, he/she can terminate the contract with no penalization, before fulfilling all the obligations.
Austria	In this case, the supply contract will not include the excluded rights and obligations.
Bosnia and Herzegovina	<p><u>BIH- Federation BIH</u></p> <p>Supplier shall submit the standard form of supply contract to entity regulator (FERK); FERK can warn the supplier about contents thereof. In possible failures in individual cases of contracting, when customer refers to FERK with request for dispute settlement on the subject of contract signed, FERK, in the sense of monitoring indicates to the subject supplier failures and irregularities made.</p> <p><u>BIH- Republika Srpska</u></p> <p>Entity regulator (RERS) monitors the work of suppliers in order to check, among other things, the content of the contracts, and proposes appropriate measures.</p>
Croatia	The supplier can be penalized for misdemeanors for 20.000 to 500.000 kuna <sup>15</sup> , by Act of Electricity Market, Article 73. The regulator can submit an indictment proposal to initiate misdemeanour proceedings if it established a misdemeanour.
FYR of Macedonia	The regulator approves the form (template) of the supply contract for tariff customers.
Greece	<p>For electricity: Electricity Supply Code (Government's Gazette B 832/09/04.2013)-the regulator checks and comments up on the supply contracts to be prepared in accordance with the supply code and monitors if the provisions of the supply code are abandoned.</p> <p>As regards gas supply contracts, the sector specific national legislation does not yet include a gas supply code. As the existing code is still in a draft version, the applicable regulatory framework is the one of Law 4001/2011 and the provisions of the Ministerial Decisions No Д1/18887/2001 (Gazette B 1521/13.11.2001), Д1/Г/Ц7/11819/2000 (Gazette B 1086/31.08.2000) and Д1/Г/Ц7/11818/2000 (Gazette B 1087/31.08.2000) according to which the State awarded the Gas Supply Undertakings of Attica, Thessaloniki and Thessaly with the respective Gas Distribution Authorizations.</p>
Italy	The regulator can fine the supplier. The provisions about the rights and obligations are binding even though they are not mentioned in the contract.
Kosovo*	It is considered a breach of the standard form of the supply contract that regulator approves.

<sup>15</sup> About 2.600 – 65.000 EUR.

	What happens if the supplier does not include in the supply contract (some or all) provisions about the rights and obligations of the contracting parties?
Moldova	The provisions about the rights and obligations are binding even if they are missed from the text of the contract.
Montenegro	Customer may complain to the court.
Serbia	Such contract may be subject of the court's decision (judicial review), as it is envisaged as trade offence and infringement.
Ukraine	The regulator shall apply to the supplier sanctions provided by law. Note: Firstly regulator obliges supplier to remedy violation, and if supplier doesn't do this, regulator shall apply to the supplier sanctions provided by law.

From the table above it can be concluded that provisions about the rights and obligations of the parties have to be included in the supply contract. If this is not the case, the **customers may file a complaint to the competent authority, very often regulator that consequently may fine a supplier.**

When mentioning competences of the regulatory authorities in the previous chapter, it was pointed out that many of them prepare, approve or have an overview of the supply contract or its standard form. However, even without regulatory influences, suppliers often have their own **standard forms of contracts**, with some or all provisions negotiable. The table below shows in which markets the household customers conclude supply contracts that are based on a standard form and in which cases they can negotiate.

Table 8 Does the supplier present to the customer a standard supply contract? Or all the contracted clauses are negotiated between parties?

	Standard supply contract	All clauses negotiable	Some clauses negotiable (which?)	Comment
Albania	✓			General conditions stipulated in this contract are valid for all clients requiring the service of electricity supply.
Austria	✓			
Bosnia and Herzegovina	✓ Republika Srpska		✓ Federation BIH	<u>Federation BIH</u> There is a possibility to arrange provisions in addition to obligatory content of the contract.
Croatia			✓ (Price, term of the contract, payment options and conditions, ways in which consumption and expenses information is provided, as well as the information on all rights regarding the public service, duration of the contract, terms of the renewal and termination of services and contract, the existence of any right to terminate the contract etc. All these provisions a customer can choose by choosing the supplier.)	
FYR of Macedonia	✓			The regulator approves the form (template) of the supply contract for tariff customers and for households and small customers that have decided to be supplied by the supplier of last resort.

	Standard supply contract	All clauses negotiable	Some clauses negotiable (which?)	Comment
Greece	<ul style="list-style-type: none"> <li>✓ Electricity: For small customers (households or non households with capacity up to 25 kVA)</li> <li>✓ Gas</li> </ul>		<ul style="list-style-type: none"> <li>✓ Electricity: For big customers mainly supply tariffs, payment terms, duration, amount of deposit</li> <li>✓ Gas: For big customers and vulnerable customers (Art. 52, Law 4001/2011)</li> </ul>	
Italy	✓			
Kosovo*	✓			
Moldova			✓	The contract of supply must include obligatory clauses approved by the regulator
Montenegro	✓			Contract clauses may be further detailed and completed in appendixes and other additional documents that are negotiated between parties and mutually agreed.
Serbia	✓	✓		Contract concluded with public supplier is the standard supply contract; otherwise elements of contracts with all other suppliers in the market are negotiable.
Ukraine	✓			There is standard contract for electricity and gas supply of households: the parties can specify certain contract provisions without changing the content of contract in accordance with standard contract.

According to the information from the table above, the household **customers<sup>16</sup> in 10 out of 13 analyzed markets sign standard form contracts**. Only in Bosnia and Herzegovina-Federation BIH, Croatia and Moldova some provisions of a supply contract are negotiable.

In some markets regulatory tools are adopted, such as regulated contract terms. Generally speaking, this regulatory approach may represent an intervention into the sphere of the freedom of contract and into the development of private autonomy, at the same time, it is necessary to avoid imbalances when negotiating contracts, interdict practices which distort competition affects customers.

A detailed lists of household customers' right and obligations as well as of supplier's rights and obligations that are part of the supply contract are provided in the following two tables.

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<sup>16</sup> In Serbia if they are supplied by public supplier; in FYR of Macedonia when supplied by the supplier of last resort or supplier for tariff customers.

Table 9 *The list of rights and obligations of the customer in a supply contract*

	Rights of the customer	Obligations of the customer
Albania	<p>Right to request entering into a contract of supply.</p> <p>Right to choose the payment means.</p> <p>If there are contests from the client for these terms and conditions, he/she can terminate the contract with no penalization, before fulfilling all the obligations.</p> <p>The client might object any time the invoice issued by the supplier, but no later than one year from its issuing date, when he/she suspects on invoicing accuracy, other errors ascertained in the invoice or inaccuracy in the metering system</p> <p>The client has the right to submit complaints to the supplier for any action or omission of the supplier related to rights and obligations defined herein in writing, verbally, by telephone (call center), or by e mail</p> <p>The control of metering system is performed in the presence of the client in accordance with legislation in power regulating sector.</p>	<p>Obligation to settle the obligations related to consumption until the moment of contract termination.</p> <p>Obligation to pay the monthly invoice and an overdue interest after the deadline of payment</p> <p>The client cannot provide or sell electrical energy to other clients from his/her grid.</p> <p>The client requiring to enter into the contract should submit a request in writing to the supplier's offices.</p> <p>The client is responsible for settling the obligations related to electrical energy consumption until the moment of contract termination.</p> <p>The client is responsible for the quality, technical conditions and technical safety requirements related to the process of electrical installations within his/her object or residence.</p> <p>The client is responsible for the protection of metering system of electrical energy installed by the supplier inside the client's property.</p>
Austria	The right <b>to be supplied</b> with energy from the supplier	The main obligation of the customer is <b>to pay</b> for the consumed energy.

	Rights of the customer	Obligations of the customer
Bosnia and Herzegovina	<p><b>Right to switch</b> the electricity suppliers in accordance with opening the electricity market</p> <p>Right <b>to be supplied</b> with electricity through grid pursuant EU Directives, law and General Conditions</p> <p>Right to contract with power companies under the same conditions for all customers from the same category of the consumption</p> <p>Right on <b>objections, i.e. complaints</b> according to the provisions of the contracts with the supplier, provisions of the rules of the power companies, provisions of General Conditions and in accordance with the applicable laws</p> <p>Right on <b>compensation of damages</b> as the result of termination of electricity supply, or because the supplied electricity was not with proper quality, that could be assigned to supplier's guilt, in accordance with the Law and General Conditions</p> <p><b>BIH- Republika Srpska</b> – customer rights</p> <p>file an <b>application</b> for getting an electric power consent, to <b>conclude the contract</b> on the facility connection to the distribution network and connection of its structures and facility to the distribution network when it meets the requirements referred to in the electric power consent, pursuant to provisions of the General conditions and other regulations and technical standards,</p> <p>the universal service of the electricity supply, provided that it belongs to the group of customers which this services is related to,</p> <p>the electricity <b>supply and access to the network</b> in a non-discriminatory way and on the contractual basis,</p> <p><b>choose electricity supply</b> pursuant to the market opening,</p> <p>file a complaint for the non-allowed action, failure to do or a mistake of the electric power company pursuant to the General conditions,</p> <p><b>compensation for the damage</b>, by the electric power company, caused by the non-founded termination of delivery of electricity, delivery of electricity of a worse quality or non-justified limit of electricity delivery pursuant to provisions of General conditions and contracts and</p> <p><b>be informed</b> about all important issues related to the electricity supply, in an appropriate way</p>	<p>Obligation <b>to sign a contract</b> on electricity supply before starting with its usage</p> <p>Obligation <b>to pay the invoice</b> not later than it is stated on it</p> <p>Obligation <b>to use the electricity/gas only for its own needs</b>, through meters, without possibility to resell it or enable to the other end customer, without distributor's approval, to be supplied through its installations</p> <p>Obligation <b>to use</b> the electricity and capacity pursuant contract for electricity supply</p> <p><b>BIH- Republika Srpska</b> – customer obligations</p> <p><b>to conclude the contract</b> on supply with supplier and contract on access with distributor, provided that provisions on the network access are not regulated by the contract on supply,</p> <p>to regularly and timely <b>pay for</b> supply taken,</p> <p><b>to enable undisturbed access</b> to the property, connection and installation in the facility for the authorized persons of Distributor,</p> <p><b>to maintain</b> in a proper condition the <b>installations</b> and equipment in its own property,</p> <p><b>to reimburse distributor for the damages</b> caused by damages due to its unskilled actions, as well as by unfavorable return action of its devices on the distribution network,</p> <p>to protect the metering devices, located in its property, against the non-authorized access,</p> <p>to timely cancel the use of connection and register other changes related to the connection,</p> <p><b>to inform distributor on irregularities and noticed changes on the connection</b> and</p>

	Rights of the customer	Obligations of the customer
Croatia	<p>Right to switch the electricity suppliers</p> <p>The right to be supplied with energy from the supplier</p> <p>Right on objections according to the provisions of the contracts with the supplier.</p>	<p>The main obligation of the customer is <b>to pay</b> for the consumed energy.</p>
FYR of Macedonia	<p>The right <b>to be informed</b> of the following: The supplier's details, the description of the provided services , All the applied charges according to the customer category and the duration of the provided services (e.g. the method of calculating the supply charges, regulated charges, taxes and any amount calculated with the supply contract). The billing process and the frequency of the issuing bills. The amount of the required deposit, the conditions and the methodology applied for its revision, as well as the preconditions for its refund and the possible reasons for its retention.</p> <p>The supply offer must be in writing and binding on the supplier for a period of at least 10 days from the time it is delivered to the Customer.</p> <p>The right to terminate the supply contract at any time and without reason.</p>	<p>Obligation <b>to pay the bill</b> and probably a deposit in advance in order to secure future customer debt arising from the terms of the contract.</p> <p>Obligation <b>to notify the supplier</b> for his intention <b>to terminate</b> the contract in case he has payments in arrears, on the date specified in the contract.</p>
Greece	<p><b>Electricity:</b> The Electricity Supply Code is generally favorable to the customer, introducing direct or indirect rights through its provisions. Additionally, all customer's rights may be regarded as supplier's obligations and vice versa i.e. (non- exhaustive list)</p> <p>The right <b>to be informed</b> in writing (by the Supply Contract or individual notification in some cases) of the following (art. 18): The Supplier's details b. Description of the services provided and the Supplier's obligations regarding the electricity supply. c. The applied Tariff, the period the Supply Charges will apply and remain valid, and the methodology of potential price revision. d. The Billing process, the method for calculating the charges, reference to the frequency of issuing bills based on actual or estimated meter readings as well as the method for calculating the charges based on estimated consumption, the date upon which the payment is due and payment options. e The Contract duration f. The amount of the required deposit, the conditions and the methodology applied for its revision, as well as the preconditions for its refund and possible reasons for its retention. g. The procedure for amending the Supply Contract, especially the Supply Tariffs, as well as minimum requirements for notifying the Customer. h. The consequences of not paying the Electricity Bill by the set date. i. Special reference to the reasons justifying the disconnection of a site.</p>	<p><b>Electricity:</b> Obligation to pay the bill and the deposit in advance in order to secure future customer debt arising from the terms of the contract, to respect all terms and conditions of Supply Contract, to notify the supplier for his intention to terminate the contract, to notify the supplier for change of address or termination of contract due to change of address, to accept Supplier's access to the meter's site, to settle payment with the previous Supplier, to submit to the Supplier justified objections on the electricity bill, in case of dispute.</p> <p>Gas: Similarly to the electricity supply contracts, the customer is obliged to pay the bill and the fee for the connection of the installation to the grid (deposit/guarantee), to agree on and respect the general terms and conditions of the supply contract as well all terms and conditions, to notify the supplier for his intention to terminate the contract, to notify the supplier for change of address or termination of contract due to change of address, to accept Supplier's access to the meter's site, to settle payment with the previous Supplier, to submit to the Supplier justified objections on the electricity bill, in case of dispute.</p>

	Rights of the customer	Obligations of the customer
Greece (et seq)	<p>j. The procedure for correcting Electricity Bills in the case of miscalculation. Specification of the Supply Contract's terms which can be amended unilaterally either by the Supplier or following a request by the Customer, their amendment procedure and minimum requirements for notifying the Customer. l. Cases where the Supplier has the right to terminate the Supply Contract, and notification procedures and requirements. m. Terms and Conditions regarding the minimum time the Contract must remain in effect (if applicable), related benefits offered to the Customer, potential penalties due to Contract termination before its expiry date or due to the Contract being terminated by the Supplier because of Customer's arrears. n. The right to be notified within 5 days upon Supply Contract signature on the expected day of commencement of electricity supply.</p> <p>The right to withdraw (17 par.1 and 28 par. 3).The right to terminate the supply contract at any time and without reason (art. 21)</p> <p>Special rights for Small Customers (art. 26-32)and Vulnerable Customers (art. 33-35).</p> <p>Gas: Considering that the Greek legislation does not yet include a Gas Supply Code to clearly number the rights and obligations of the supply contracts, these are derived by the General Provisions of Law 4001/2011 (Art. 47) and the corresponding provisions of the Ministerial Decisions No Δ1/18887/2001 (Gazette B 1521/13.11.2001), Δ1/Γ/Φ7/11819/2000 (Gazette B 1086/31.08.2000) and Δ1/Γ/Φ7/11818/2000 (Gazette B 1087/31.08.2000) according to which the State awarded the Gas Supply Undertakings of Attica, Thessaloniki and Thessaly with the respective Gas Distribution Authorizations. According to Art. 47, Law 4001/2011, the customer has the right to withdraw and terminate the Supply contract within 14 days, if the Supplier has not complied with the obligation to provide the customer with the data referred to a, b, c, and g of para.1 art.48, as well as the data of para 2, art. 51.</p> <p>Special rights and protection of for Vulnerable Customers (art. 52) and art. 3 (para.7-8) of Ministerial Decision No Δ1/18887/2001 (Gazette B 1521/13.11.2001). Vice versa all Supplier's obligations are considered as customers' rights (art.48)</p>	

	Rights of the customer	Obligations of the customer
Italy	<p>Non- exhaustive list:  <b>The right to be supplied</b>            The right to receive answers to <b>complaints</b> and requests of information            The right to be supplied according to <b>quality of service</b> standards            The right to receive bills on a regular basis            The right to be provided with <b>information</b> on the contract, on service quality, on price changes, on debt prior to disconnection</p>	<p>Non- exhaustive list:            Obligation to pay the bill            Obligation to not to damage the meter            Obligation <b>to inform the supplier</b> about changes</p>
Kosovo*	<p>The right to receive energy as specified in the supply contract and the connection agreement            The right to use such energy in accordance to the supply contract and to avoid causing any distortions to the energy flow;</p>	<p><b>Obligation to pay the bills</b> for the energy consumed as measured by the installed metering devices and for the use of the network, according to the applicable tariffs;            Obligation to promptly <b>inform the supplier</b> in the event of any change of relevant details including address, authorized person etc;            Obligation not to infringe any of the provisions of Article 5 of the Rule on Disconnection and Reconnection of Customers in Energy Sector (Unlawful consumption).</p>
Montenegro	<p>The right to be supplied with electricity according to the supply contract; the right to submit a complaint-reclamation to the bill for electricity consumed; the right to be compensated for damage caused by unreasonable termination of the supply of electricity; the right to be compensated for damage caused by force majeure, unexpected circumstances, unannounced disconnections from network; the right to terminate the supply contracts; eligible customer has the right to choose and change the supplier</p>	<p>The obligation to sign the supply contract with the public supplier; the obligation to take over electricity according to the network connection contract signed; the obligation to pay bills and perform other activities within terms set by the supply contract; the obligation to provide the approach to measure devices and installations by authorized person within an energy undertaking; the obligation to inform supplier of all changes to the supply contract</p>
Serbia	<p>The right <b>to be informed</b> about all elements of the supply contract before contracting i.e            To receive an offer from the supplier with price and terms and conditions of the agreement. Customer <b>has right to be supplied</b> with contracted amount of electricity/gas, at the contracted price and agreed quality and at the agreed schedule (security of supply). The right <b>to be informed</b> about the conditions, procedure, legal Serbia consequences and its rights in a case of suspension of delivery or disconnection of his facility from the system, to lodge an appeal and initiate the procedure of dispute resolution, to be informed about price or terms and conditions changing within 15 days before the date when the changes in prices or terms and conditions of sale become effective. Also, he/she has <b>right to switch the supplier</b>, which also must be stipulate in the contract.</p>	<p>The obligation <b>to pay the bills</b> on time and to terminate the contract under agreed conditions</p>

<p>Ukraine –  rights of customers</p>	<p><b>ELECTRICITY:</b>  The right to <b>choose a supplier</b> of electricity;  The right to connect to power networks in case of compliance with Rules of electricity usage;  The right to obtain <b>information</b> concerning quality of electricity, tariffs (prices), payment procedure, consumption conditions;  The right to get decrease of payment in case of <b>quality</b> degradation  <b>The right to be compensated for damages</b> caused by infringement of customer rights according to the law;  <b>to have quality maintenance</b> of power networks and meters.</p> <p><b>GAS:</b>  <b>Customer</b> has a <b>right</b> to:</p> <ol style="list-style-type: none"> <li>1. obtain information concerning the price of natural and liquefied gas, transport and supply tariffs, payment procedure and a list of gas supply services provided, fees for performing additional work, connection rules to gas networks and methods of calculating fees for this connection, normative and actual parameters of quality indicators and the value of gas pressure in his pipelines, etc.;</li> <li>2. receive a continuous supply of gas with quality parameters and the value of pressure which comply with regulations;</li> <li>3. have quality and timely maintenance and damage repairing in in-house gas system and yard gas pipeline at supplier's cost in terms established by legal and technical documents:  gas stoves, flow-type calorifier and geyser including heating boilers and other facilities with combustion pressure venting, and gas appliances in multifamily units - at least once a year;  gas cooker - at least once every three years;  testing of in-house gas systems and lead-in pipelines - at least once every three years;</li> <li>4. terminate the contract and/or get compensation for damages in accordance with the Procedure for compensation for damages caused by gas supply or distribution company to customers of natural gas as a result of violation of Rules of providing gas supply services for households, adopted by NERC of 29.05.2003 №476, and the terms of the contract;</li> <li>5. receive services for installation (dismantling), repair and maintenance of gas appliances and facilities, gas meters at their own request in accordance with article 15 of the contract;</li> <li>6. inspect quality gas indicators and/or its pressure value and quality of services provided;</li> <li>7. get decrease of payment in case of quality degradation of gas indicators and decrease of pressure value;</li> <li>8. suspend gas supply during the heating period and non-heating period that is based on customer's written application which is given to supplier no later than seven days before such supply suspense and have deactivation of heating appliances and facilities as well as sealing of them</li> <li>9. resettle the payment amount for gas supply services provided if there is no gas meter and temporary absence of the customer or his family at primary home for the period not exceeding six months under applying within one month from the end of each six-month period written application to supplier with the relevant supporting documents.</li> </ol>
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<p>Ukraine –</p> <p>obligations of customers (electricity)</p>	<p>ELECTRICITY:</p> <p>The obligation <b>to pay</b> for consumed electricity according to clauses of a contract;</p> <p><b>The obligation to provide safety of meters</b> and its crimped seals if it is located at customer's property;</p> <p>The obligation to immediately <b>notify energy supplier</b> about defects in meter's work;</p> <p><b>The obligation to follow requirements</b> of technological normative documents and contract on electricity usage;</p> <p><b>The obligation to transfer payment for consumed</b> electricity to the special current supplier's account only in authorized bank;</p> <p><b>The obligation to agree with supplier new connections</b> and transformation of internal wiring made in order to increase power consumption;</p> <p><b>The obligation to provide</b> the <b>pay-book</b> on request of representatives of energy suppliers in order to check correctness of paid bills and meter's records;</p> <p><b>The obligation to provide an access</b> to an apartment or other facility for representatives of energy suppliers</p> <p><b>The obligation</b> not to hinder to disbranch trees that grow on customer property to provide a distance of at least 1 meter away from overhead power line;</p> <p><b>The obligation</b> no later than 7 days before the termination of electricity use in an apartment or other facility <b>to inform</b> energy supplier about <b>termination</b> of a contract in written form and pay for the consumed electricity, including the day of departure.</p> <p>when the subsidy for the use of electricity is granted <b>to inform</b> energy <b>supplier</b> about abovementioned right to reduce the amount of payment for the consumed electricity according to granting subsidies for public utility services, purchase of liquefied gas, solid and liquid household fuel.</p>
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<p><b>Ukraine –</b></p> <p><b>obligations of customers (gas)</b></p>	<p><b>GAS:</b></p> <p>Customer is obliged to:</p> <ul style="list-style-type: none"> <li>- pass training on safe usage of gas at home, including read the instructions on the rules of safe usage of gas appliances and facilities;</li> <li>- follow requirements of Safety Rules, Rules of gas supply, operation manuals of gas appliances and facilities, as well as the terms of this contract when using gas;</li> <li>- pay timely and in full for services provided under the contract;</li> <li>- immediately notify emergency dispatch service of defects in gas supply system;</li> <li>- notify supplier in written form no later than one month of any changes concerning types of natural gas consumption in case of absence of gas meter or in the case of one gas metering used for many-storied building or for many buildings;</li> <li>- provide gas meters safety and seals on them and on gas appliances and facilities that are disconnected from the gas supply system;</li> <li>- notify within three days of defects in gas meter (failure, damages of meter, verification mark, seals etc.);</li> <li>- keep chimneys and air-channels in good working order (timely cleaning them and checking), to ventilate underground accommodation and sealing of lead-in of utilities (water supply, heat supply, electrical cables, etc.) in the case of living in a private house;</li> <li>- notify in written form supplier no later than 7 days before the change of apartment, private house ownership (renter) of contract termination and pay for services provided, including the day on which the change occurred;</li> <li>- not connect new (additional) gas appliances and facilities, not change their locations and not interfere with the operation of in-house gas supply systems without supplier notice;</li> <li>- provide an access to in-house gas supply systems and yard gas pipe lines for representatives of energy supplier, who showed their official IDs for:             <ol style="list-style-type: none"> <li>1. elimination of emergencies;</li> <li>2. disconnection and replacement of gas appliances and facilities, eliminating faults in their work, maintenance of internal gas supply systems of buildings and gas pipe lines located in yards, checking gas meter readings, the state of seals on it and on gas appliances and facilities disconnected from the gas supply system;</li> <li>3. removal or installation of gas meter, during planned and unplanned calibration;</li> <li>4. check characteristics of the facilities of provided services and types of natural gas consumption;</li> <li>5. installing a gas meter that is initiated and funded by supplier;</li> <li>6. comparison of gas volumes consumed during the previous year and the first half of this year;</li> </ol> </li> <li>- to read in actual data of gas meter.</li> </ul>
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Table 10 *The list of rights and obligations of the supplier in a supply contract*

	Rights of the supplier	Obligations of the supplier
Albania	<p>The supplier has the right to terminate the contract in case of breach of contract obligations from the client. Essential breaches of contract terms and conditions from the client shall be considered:</p> <p>If the client does not pay the obligations of electrical energy, including even overdue interest, within one month after electrical energy disconnection.</p> <ul style="list-style-type: none"> <li>- If the supplier proves that the client is illegally supplied with electrical energy.</li> <li>- If the client repeatedly does not enable access to the supplier for more than three months regarding reading and verification of meters and installations, and meter or metering system is inside the borders of his/her property.</li> <li>- After the supplier has checked and verified the entire required documentation, the supplier and the client sign the contract within a month from the date of receiving the client's request.</li> </ul>	<p>Obligation to perform the periodic reading of the electrical energy meter of the Client for a period of 30 calendar days</p> <p>to send to Client's address, as provided in the Contract, the standard invoice of electrical energy, within 10 days from the reading date.</p> <p>to ensure access to the Client for the reading of the meter at any time.</p> <p>to enable on line access of the invoice of energy consumption for each client, ensuring confidentiality of Client's data and invoicing.</p> <p>The supplier is obliged to protect and not disclose client's personal data.</p> <p>The supplier shall perform the periodic reading of the electrical energy meter of the client for a period of 30 calendar days and shall send to client's address, as provided in the contract, the standard invoice of electrical energy, within 10 days from the reading date</p> <p>The supplier shall enable online access of the invoice of energy consumption for each client, ensuring confidentiality of client's data and invoicing.</p> <p>The supplier shall ensure the ongoing high quality service supply of electrical energy</p> <p>The supplier shall respect the parameters of voltage quality according to Distribution Code of Electrical Energy with the following allowed deviations:</p> <p>For the capital: +/-5%</p> <p>For the urban areas: +5/-15%</p> <p>For the rural areas: +5/-20%</p>
Austria	<p>The main right of the supplier is to be paid for its services and the delivery of energy.</p>	<p>Its main obligation is to deliver energy.</p>

	Rights of the supplier	Obligations of the supplier
Bosnia and Herzegovina  <u>Federation</u> <u>BIH</u>	<p><b>Right to access</b> to distribution grids and supply of customers with electricity</p> <p><b>Right for billing</b> for electricity supplied to the customer</p> <p><b>Right for collection of the electricity supplied</b> to the customer</p> <p>Right for billing and collection the <b>interests</b> in accordance with the law</p> <p>Right for ordering the distributor to <b>disconnect from the grid</b> customers that do not fulfill obligations from the contracts on electricity supply</p>	<p>Obligation to comply with the provisions of General Conditions, and any applicable technical rules, secondary legislation rules and applicable laws, as well as rules and regulations of FERK</p> <p>Obligation to <b>sign the contracts</b> for supply of the customers</p> <p>Obligation <b>to supply</b> customers with electricity and services in accordance with the signed contracts</p> <p>Obligation <b>to bill and collect payment</b> for electricity supplied to the customers</p> <p>Obligation <b>to inform</b> customers on changes in electricity prices, manner of billing and other notices related to electricity collection</p> <p>Obligation <b>to handle the requests</b> of its customers according to the applicable laws, its rules and regulations and the provisions of General Conditions</p> <p>Obligation <b>to indemnify the damage</b> to the customers resulted from termination of the supply of electricity assigned to supplier's guilt according to the Law, General Conditions and contract on electricity supply</p>

	Rights of the supplier	Obligations of the supplier
<p>Bosnia and Herzegovina</p> <p><u>Republika Srpska</u></p>	<p>Supplier is entitled to:</p> <p>the <b>access</b> to the distribution network for the purposes of customers' supply with electricity,</p> <p><b>make and ask for payment</b> for the electricity used within the deadlines prescribed by General Conditions and Contract with end user,</p> <p><b>ask for reimbursement for damages</b> caused by the action or failure of the end user and</p> <p>ask distributor <b>to terminate delivery</b> of electricity in case of non-fulfillment of obligations by the end user.</p>	<p>Supplier is obliged to:</p> <p><b>offer the conclusion of contracts</b> provide the end users with their delivery, free of charge,</p> <p><b>conclude the contract</b> on supply with end user that is being supplied with electricity and regulate the network use with distributor in cases prescribed by General Conditions,</p> <p><b>calculate, invoice and pay</b> for the electricity taken,</p> <p><b>store and update the data</b> related to calculation and payment of bills or any other necessary data, as prescribed,</p> <p><b>keep regular records</b> on limits and terminations for the electricity supply, based on which reasons and duration of limits or terminations may be determined, pursuant to regulations,</p> <p>maintain the service center for offering information, receipt and settlement of complaints and appeals, and support and advice for end users, independently or in cooperation with distributor,</p> <p>provide for appropriate method of delivery of all notices addressed to end users,</p> <p><b>act on complaints</b> of end users pursuant to provisions of General Conditions,</p> <p><b>provide end users with electricity</b> and services pursuant to law, regulations of the Regulatory Commission, technical regulations and standards and concluded contracts,</p> <p><b>reimburse</b> the end uses for the <b>damage caused</b> by the non-founded termination of electricity delivery,</p> <p><b>develop clear guidelines</b> and forms for the <b>end users acting</b> in the process of realization of their rights and obligations related to the electricity supply and make them available for customers in an appropriate way,</p> <p>in an appropriate way, make the regulations related to the customers electricity supply <b>available</b></p> <p>- comply with the rules of operation of the transport and distribution network of natural gas, general conditions and other pieces of secondary and primary legislation.</p>

	Rights of the supplier	Obligations of the supplier
Croatia	<p>Right of the supplier is to be paid for its services and the delivery of energy.</p>	<p>By Article 63, Act of the <b>Electricity</b> market:</p> <p>A supplier shall regularly inform its final customers about energy efficiency improvement measures in final energy consumption.</p> <p>A supplier shall calculate and issue a bill and charge a fee for incentivizing electricity produced from renewable energy sources and cogeneration whose production is incentivized to all its final customers. In accordance with the concluded contracts, the supplier may calculate, issue a bill for and charge:</p> <ol style="list-style-type: none"> <li>1. a portion of price that is freely negotiated,</li> <li>2. a portion of price that is regulated, and</li> <li>3. fees and other charges prescribed by special regulations.</li> </ol> <p>A supplier shall charge electricity and services on the basis of a clear and understandable bill.</p> <p>A supplier shall regularly inform its final customers about the electricity supply, including environmental protection issues. The information that each supplier is obliged to provide to its final customers shall be in line with the Agency's requirements. A supplier shall on the bill, or attached to the bill, and in promotional materials available to final customers, at least once a year state the following:</p> <ol style="list-style-type: none"> <li>1. the share of each individual energy source in the overall sources used to meet the needs of final customers,</li> <li>2. point to the existing sources of information, for example, web pages, where information related to environmental impact is available to the public, in terms of greenhouse gas emissions and radioactive waste disposal as a consequence of electricity generation from all fuels for the entire production used in the preceding year, and</li> <li>3. inform final customers on their rights in case of dispute.</li> </ol> <p><b>For gas:</b></p> <p>Obligation to regularly <b>inform</b> its final customers of his right to choose any other gas supplier.</p> <p>Obligation <b>to supply the</b> customers on the basis of agreements that must be in accordance with the provisions of the new General Terms and Conditions for Supply and the conditions of the supplier.</p> <p>In accordance with the concluded contracts, the supplier <b>may calculate, issue a bill</b> for and charge:</p> <ul style="list-style-type: none"> <li>-a portion of price that is freely negotiated,</li> <li>-a portion of price that is regulated,</li> <li>- fees and other charges prescribed by special regulations.</li> </ul> <p>Obligation <b>to charge</b> gas and services on the basis of a <b>clear and understandable bill</b>.</p> <p>A supplier shall regularly <b>inform</b> its final customers about the gas supply. The information that each supplier is obliged to provide to its final customers shall be in line with the Agency's requirements. A supplier shall on the bill, or attached to the bill, and in promotional materials available to final customers, at least once a year state the following:</p> <p>point to the existing sources of information, for example, web pages, where information related to quality of gas supply issues and the telephone number for emergency cases is available to the public, and</p> <p><b>inform</b> final customers on their <b>rights</b> in case of <b>dispute</b>.</p>

	Rights of the supplier	Obligations of the supplier
FYR of Macedonia	<p>Supplier has right <b>to collect the money for sold electricity</b>. Also, he has right to propose to system operator <b>to cut off or suspend delivery</b> due the reasons prescribed by the Law/Contract.</p>	<p>The obligation <b>to comply</b> with the Energy <b>Law</b>, the Rules for electricity supply for tariff customers, the Grid Code, the Tariff system for sale of electricity and the Electricity Market Rules.</p> <p><b>to sign contract</b> for use of relevant grid operator, on its account and on account of the tariff customers supplied with electricity thereof,</p> <p><b>to invoice and collect</b> the customers' bills,</p> <p><b>to prepare contracts</b>, calculations and notifications to be delivered to the customers,</p> <p>to provide protection, <b>information</b>, support and counseling for the customers,</p> <p>to keep and update documentation related to bill invoicing and charge, or any other documentation stipulated by the Rules, the relevant Grid Code and the Electricity Market Rules,</p> <p>to process customers' complaints and provide response to the customer on the <b>complaint filed</b>,</p> <p>to establish written <b>notice</b> to the customers at least on annual basis, <b>on their rights and obligations</b> relating to the electricity supply contracts signed,</p> <p>to provide information to the customers on behalf of the relevant system operator</p>

	Rights of the supplier	Obligation of the supplier
Greece electricity	<p>The right to bill the electricity supplied. In case the Electricity bill is not paid within the set deadline, the Supplier has the right to Include the amount due, plus interest, in the next bill which the customer has to pay before or on the payment date set in the new bill. The right to terminate the Supply Contract and the right to <b>disconnection</b> of the customer by the relevant operator due to outstanding debt an/ or due to Customer's non compliance to other agreed essential terms and conditions for a period longer than thirty (30 ) days, notifying the customer accordingly. The right to request from the Customer to reduce or interrupt his load for a specific time period, in case of interruptible contract terms.</p> <p>The right to access Customer's meter site to verify consumption data and/or the Customer's eligibility for inclusion in the Basic or Special Customer Category, as stated in his supply contract.</p>	<p>non exhaustive list: The obligation to present his Registration Number as registered with the relevant Network Operator. on all the documents stating the company's activity, as well as on his website, in addition to the standardized <b>information</b> in accordance with the prevailing legislation.</p> <p>Every supplier is obliged to apply the principal of transparency, (as described in detail in Chapter 2 of the Supply Code).</p> <p>To prepare and make available at the customer service points standard forms and documents customized with the requirements of the Supply Code and to comply with the "Principles of Communication with Customers/ Code of Conduct", as mentioned in Appendix I of the current Code.</p> <p>The application form for electric supply and the Supply Offer, which is binding for the Supplier for 10 days form the time it is delivered to the Customer, should include the details specified in art. 16 and 17 of the Supply Code.</p> <p>The supplier is obliged, without delay and within no more that 15 days after receiving the customer's application form, <b>either to send his supply</b> Offer or to notify the customer of the rejection of his application. If the application was incomplete, the customer is given at least 10 working days to submit missing data/documents.</p> <p>The Supplier includes in the Supply Contract the minimum of information described in art. 18 of the Supply Code, such as Description of the services provided and the Supplier's obligations regarding the electricity supply, the applied Tariff, the period the Supply Charges will apply and remain valid, and the methodology of potential price revision., The Billing process, the method for calculating the charges, reference to the frequency of issuing bills the date upon which the payment is due and payment options., The Contract duration, The amount of the required deposit, the conditions and the methodology applied for its revision, as well as the preconditions for its refund and possible reasons for its retention., The procedure for amending the Supply Contract, especially the Supply Tariffs, as well as minimum requirements for notifying the Customer, The consequences of not paying the Electricity Bill by the set date, Special reference to the reasons justifying the disconnection of a site, The procedure for correcting Electricity Bills in the case of miscalculation, Specification of the Supply Contract's terms which can be amended unilaterally either by the Supplier or following a request by the Customer, their amendment procedure and minimum requirements for notifying the Customer, Cases where the Supplier has the right to terminate the Supply Contract, and notification procedures and requirements, Terms and Conditions regarding the minimum time the Contract must remain in effect (if applicable), related benefits offered to the Customer, potential penalties due to Contract termination before its expiry date or due to the Contract being terminated by the Supplier because of Customer's arrears.</p> <p>The supplier sets and publishes Supply Tariffs for Basic and Vulnerable Customers, which are presented in a comprehensive and analytical manner according to "Tariff Setting Principles" of the Supply Code.</p> <p>All the published information of the supplier (company details, standard forms and documents, historic/actual data concerning the supplier's activity) should be easily-accessible, clear, user friendly, operational, understandable and up-to date.</p> <p>The supplier should <b>inform</b> his customers though his website and with a letter or flyer attached to or as part of the electricity bill, about the contribution of each energy source in the total fuel mix during the previous year,</p>

together with the relevant environmental impact, in accordance with the prevailing legislation.

Following the expiry of the supply contract, the supplier is prohibited to use or disclose to a third party the client's contact details for the promotion of products and services, unless he has the written consent of the client.

Obligation to supply electricity to the Customer throughout the duration period of the Supply Contract ( 1 year minimum duration for Small Customers), to provide special customer services for Vulnerable Customers, to submit a meter representation declaration to the relevant Network Operator, to correct electricity bills, in case there are mistakes in charges applied, to offer different payment options for paying the electricity bill, not to submit a disconnection notice or terminate the Supply Contract due to non- payment of arrears if there are disputes regarding charges and the Customer has received a temporary order to delay or restrain the disconnection of his meter or the termination of his electricity supply, to notify customers who are eligible for inclusion in Supplier's special payment plans (if any), to notify the Customer in advance in order to visit the Customer's meter site. The New Supplier is obliged to submit the Meter Representation Declaration Form to the relevant Operator within 15 days from the contact signature. The Supplier of Last resort and the Universal Service Supplier is obliged to supply electricity to Customers that fulfill the prerequisites of art. 43 and 44 of the Supply Code, respectively.

	Rights of the supplier	Obligation of the supplier
Greece gas	<p>The right to bill the gas supplied. In case the gas bill is not paid within the set deadline, the Supplier has the right to include the amount due, plus interest, in the next bill which the customer has to pay before or on the payment date set in the new bill. The right to terminate the Supply Contract and the right to disconnect the customer due to outstanding debt an/ or due to Customer's non compliance to other agreed essential terms and notifying the customer accordingly.</p> <p>The right to access Customer's meter site to verify consumption data, as stated in his supply contract.</p> <p>The supplier has the right to terminate or suspend the supply also when: 1) this is required because the continuations of the supply could cause severe damages, 2) when it is necessary in order to reconstruct, further expand the distribution network, 3) the supplier finds out that the customer's installation is for at least 12 months not used, 4) the supplier finds out that the customer has deliberately caused damage at the meter site or has stolen or has tried to steal gas from the system, 5) in case of an interruptible supply contract, the customer does not comply with the terms set. (Art. 3 para 5 (1) of the Ministerial Decision No Δ1/18887/2001 (Gazette B 1521/13.11.2001).</p>	<p>The obligations of the Supplier are listed in art. 48 of Law 4001/2011 as well as in art. 3 of Ministerial Decision No Δ1/18887/2001 (Gazette B 1521/13.11.2001). A non exhaustive list includes the supplier's obligation to:</p> <ol style="list-style-type: none"> <li>1) inform customers about the possibility to change supplier according to art. 47, para.1.</li> <li>2) provide customers during the procedure of concluding the supply contract, with the information concerning the possibility – when applicable- of the provisions for Vulnerable Customers.</li> <li>3) provide information as regards the procedure of submitting complaints and dispute resolution.</li> <li>4) provide information about the contribution of the energy source to the overall fuel mix during the previous year on a comparative and easy-to-understand basis.</li> <li>5) to offer a service for the customers to respond to their questions and complaints. The Supplier is obliged to have such a service organized in this way so as to respond to the applications and complaints of the customers with the necessary information the soonest possible and in the most effective way without discriminating on the different categories of consumers.</li> </ol>
Italy	<p>Non- exhaustive list:</p> <p>The right <b>to be paid</b> for the supply according to law and regulation,</p> <p>the right <b>to disconnect</b> the customer in case of debt</p> <p>The right to submit the customer's request to the DSO in case network issues are involved</p>	<p>Non- exhaustive list:</p> <p>Obligation to assure the supply</p> <p><b>to respond to complaints</b> and requests of information</p> <p><b>to guarantee</b> the respect of standards of contract and <b>quality levels</b> (commercial quality)</p> <p>to provide customers with <b>information</b> on their consumption, the quality of service, pay refunds in case quality is not respected</p> <p><b>to issue bills</b> on a regular basis</p>

	Rights of the supplier	Obligation of the supplier
Kosovo*	<p>The right to <b>be paid</b> for the billed energy;  to restore the energy flow after the termination of the reasons causing interruption in supply;  to be <b>compensated for any damage</b>, 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 (non-contracted 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 the regulator.</p>	<p>The obligation <b>to supply</b> 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;  to ensure <b>correct billing</b> of the consumed energy to notify the customer for any reasons of interruption in supply;  <b>to meet the quality requirements</b> for energy supply;  <b>to collect and monitor data relevant</b> to the energy consumption of the customer;</p>
Moldova	<p>The right to have <b>access to the measuring equipment</b>, regardless of location ;  <b>to disconnect</b> the consumer's installation with previous warning included in the bill, in case of:  non-payment  breach of contract by the consumer, which resulted in unmeasured or incompletely measured consumption,  include the amounts caused by billing errors to the disadvantage of the supplier, in the following month bill;</p>	<p><b>to supply</b> electricity/gas at the standards of quality provided by the legislation.  <b>Issue bills</b> on monthly basis, indicating the payment due date.  <b>inform</b> the consumer, at least three calendar days before, about scheduled <b>interruptions</b> intended for planned prophylactic and repair works at distribution networks, indicating the estimated duration of interruption;  <b>recalculate payments</b> for natural gas consumed in cases confirmed by the Consumer with supporting documents and specified by law;  to provide, at the consumer's request, <b>the information</b> on quality parameters, history of consumption, payments and penalties calculated and paid;  to ensure <b>periodic metrological verification</b> of the gas/ electricity meter in due terms.  to resume supply in 2 working days from the date the Consumer has filed a reconnection application and paid for the reconnection.</p>

	Rights of the supplier	Obligation of the supplier
Montenegro	<p>The right <b>to deliver and collect</b> the electricity consumption bill within terms prescribed by the Law, by these general conditions and supply contract</p> <p>The right <b>to cease to supply</b> of electricity and perform other measures for collection in case a customer failure to comply with contractual obligations and act opposite to the law, general conditions and supply contract, the public supplier has</p>	<p>Obligation <b>to offer</b> each customer having signed <b>connection contract</b> (connection consent) conditions for provision of electricity supply services,</p> <p>to provide enough quantities of energy for supply of all customers with energy</p> <p>in the purchase of energy for supply take all necessary measures providing the most acceptable prices for final customers</p> <p>to sign with a competent network operator the contract on use of transmission or distribution system in order to provide smooth transmission or distribution of energy to final customers</p> <p><b>to sign</b> with all existing and future customers the supply contract pursuant to existing legal provisions</p> <p>to post on its web page and sales points the general conditions for supply, actual prices set or approved by the Agency, 15 days before the application</p> <p>to regularly <b>perform reading</b>. Calculation, invoicing, delivery of bills and collection of electricity consumed according to set terms,</p> <p>to provide customers <b>with clear and understandable bills</b> for electricity consumed</p> <p>to supply customers with electricity according to <b>quality of supply</b> conditions set by the regulator</p>
Serbia	<p><b>The right to collect the money</b> for sold electricity and to calculate and charge default interest in case of delay in payment. Also, he has the right to request the system operator to suspend delivery for reasons prescribed by the law/contract. If the suspension lasts longer than one year, the system operator shall disconnect the customer.</p> <p>Also he may give some discount under certain conditions which must be agreed in the contract.</p>	

	Rights of the supplier	Obligation of the supplier
Ukraine	<p><b>ELECTRICITY:</b>            The right to offer customers additional services related to electricity supply;            to check the meters status and records under the terms of the contract;            to set technical equipment that restricts electricity supply to customers in the limits specified by the contract;            to claim <b>compensation for damages</b> caused by customer during electricity usage;  <b>to interrupt</b> electricity supply or <b>disconnect</b> the customer without his consent in cases specified in the Rules of electricity usage for households.</p> <p><b>GAS:</b>  <b>Supplier has a right:</b>            1) to suspend gas supply to customers in case of:            - late and / or incomplete payment for the gas supply;            - unauthorized use of gas by customer;            - planned preventative maintenance and / or repair of gas supply systems;            - the accident caused by man-made emergencies, natural or environmental and rehabilitation and recovery operations;            - obstructing access to the in-house gas systems and yard pipelines in prescribed cases;            - violation of Safety rules by a customer that causes emergency situation;            - submission of customer's written application to terminate the gas supply;            - unauthorized connection of gas appliances and customer facilities to the gas supply system;            - being wrenched off or damaged seals on closures bolts at the input to the house, damaging or removing inventory plugs and so on;            2) to request reimbursement of damages from the customer according to the procedure;            3) to establish gas meters to customer at their own expense;            4) to offer customers additional services related to the supply of natural gas;</p>	<p><b>ELECTRICITY:</b>            The <b>obligation to provide</b> a reliable electricity supply under the terms of the license and contract on electricity usage;            to provide <b>information</b> on services related to power supply, and the time of electricity supply restrictions and disconnections;  <b>to ensure safe usage</b> of services related to power supply, providing requirements of the rules of safe operation of in-house grid, electrical appliances and household appliances;            to return the payments at the customer request or on supplier's own initiative within three days from the date of receiving money in case of payments for electricity had been transferred to other accounts;            to notify the customer in writing form or through the media and at places of payment for electricity the <b>information on changes in tariffs</b> five days prior to their entry in force;  <b>to carry out</b> at least once every 6 months <b>monitoring of meter of customer</b> in accordance with approved schedules;            to provide planned testing, repairing and replacement of meters in terms specified in regulatory and technical documents and in the contract;            to consider customer's appeal on electricity services provided, and make a decision on the issue within the time specified in Rules of electricity usage for households;            to introduce customers with the Rules of electricity usage for households and to instruct on safe use of meters.</p> <p><b>GAS:</b>            Supplier is <b>obliged:</b>            1) to provide a continuous supply of gas with quality parameters and the value of pressure which comply with regulations;            2) to publish in the media and to notify at places of payment services the information on changes in retail prices for gas five days prior to their entry into force and range of services provided to the customer at the expense of the supplier;            3) to provide consumer with information on the price of natural and liquefied gas, transport and supply tariffs, payment procedure and a list of gas supply services provided, fees for performing additional work, connection rules to gas networks and methods of calculating fees for this connection, normative and actual parameters of quality indicators</p>

5) to check the status of gas meters, their testimony, and integrity of seals on them and on gas appliances and facilities disconnected from the gas supply system, the characteristics of the object of service and types of natural gas consumption;

6) to provide an access to the premises of the customer for emergency elimination, including unauthorized access under the statutory procedure, for the examination and correction of defects in the gas supply system;

7) to determine on the basis of the volume of natural gas consumption of customers in the first half of this year, the value of the retail price of natural gas to customers in the second half of this year, according to the Rules of gas supply;

8) to make resettlement of payment amount for gas, consumed in the first half of the year, depending on the amount of consumption in the first half of this year, at retail prices as of first half of this year on customer request or its own initiative;

and the value of gas pressure in his pipelines, on request of the customer to give him the tariff structure for the services of supply, maintenance and repair of gas appliances and equipment;

4) to provide customers free of charge with contract forms, pay-books and receipts form;

5) to suspend (resume) of gas supply including during the heating period as well as non-heating period on the basis of a written application of customer and to make resettlement of payment amounts for actual services in case of absence of gas meters;

6) to recalculate the amount of payment for gas supply services in the absence of a gas meter and if consumer provides relevant supporting documents since the onset of changes in the event of:

- temporary absence of the consumer and / or his family members, persons registered in his apartment, private house, provided timely notice of it;

- changes in the number of persons registered in the apartment, private house, and types of natural gas consuming provided written notice by the customer within one month of such change;

7) to handle in due course claims and customer complaints and in case of appropriate grounds to meet them;

8) independently within one month after detecting inconsistencies of actual qualitative gas normative values or after a break in service of gas supply to perform resettlement of consumer payment amount for substandard service or unsupplied gas informing him about it during 10 days;

9) to suspend (resume) gas supply for heating when the heating period ends (starts).

10) in the case of transfer of customer payments for gas to other accounts of the supplier (other than the account referred to in item 20) to return them to the customer at his request or on its own initiative, within three days from receipt;

11) carry out gas meter reading at least once every six months;

12) to provide timely services on maintenance of internal systems of gas pipelines;

13) free of charge perform periodic calibration of gas meter (including dismantling, transportation and installation);

14) to instruct customers on the safe use of gas appliances and facilities in the home and warn him about responsibility for violation of safety

		<p>rules;</p> <p>15) during the periodic inspection of the flue and ventilation ducts for the presence of link constitute the act or make a note of it in the payment book and instruct the owners of private buildings to comply with safety regulations;16) to take timely measures for containment and emergency response;</p> <p>17) in the case of customer application to send a representative to the location of the customer at the agreed time periods specified in item 10 of the contract;</p> <p>18) to provide for its own expenses within the period prescribed by normative and technical documents, services, periodic maintenance of yard pipelines of internal supply systems, in-house gas system, facilities and appliances specified in item 5<sup>1</sup> of this contract and / or in annex to it;</p> <p>19) to provide services for periodic maintenance in accordance with item 14 of the contract;</p> <p>20) to comply with Safety Rules and Regulations on gas supply;</p> <p>21) to determine based on the volume of natural gas consumed in the previous year, the value of retail natural gas prices to the customer for the current year in accordance with the Rules of gas supply;</p> <p>22) Resettle for the year as of 1 January the payment amount of the customer in the previous year, based on the amount of gas consumption in the previous year at retail prices that were in the previous year, and take meter readings of gas in December last year and January this year.</p>
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Table 11 *Who is entitled to monitor the application of abusive clauses/ unfair terms in customer supply contracts?*

	Regulator	Consumer protection organizations	Other
Albania	✓	✓	
Austria	✓		
Bosnia and Herzegovina	✓ (BIH-RS)		Courts (BIH-FBIH)
Croatia	Croatian energy regulatory agency is responsible to respond to complaints in accordance with general terms of supply		Croatian Competition Agency (as advisory body, without having any monitoring competencies), courts
FYR of Macedonia		✓	
Greece	<ul style="list-style-type: none"> <li>✓electricity (mainly market supervision and regulation Law 4001/2011)</li> <li>✓ (gas)</li> </ul>	<ul style="list-style-type: none"> <li>✓electricity (mainly consumer legislation Law 2251/1994)</li> <li>✓ (gas)</li> </ul>	<ul style="list-style-type: none"> <li>✓electricity (The Greek Competition Authority – pricing in particular, as provided in art. 140 par. 6 Law 4001/2011-, the Greek Courts in case of lawsuit)</li> <li>✓ (gas) as above</li> </ul>
Italy			The Italian Competition Authority and Chambers of Commerce
Kosovo*	✓		

	Regulator	Consumer protection organizations	Other
Moldova	✓	Customer protection organization may request the Regulator, Customer protection Agency or the court to declare null and avoid some <i>abusive clauses</i>	Customer protection agency as well as the court
Montenegro			court
Serbia	<p>There is no explicit norm governing this monitoring, but the authority of the regulator to monitor and act stems out the authority to suspend/revoke a license in case the licensee does not abide by "other prescribed conditions for performing the relevant energy activity determined by this Law or regulations enacted in line with this Law (Art. 24 Para 1(6))</p> <p>In practice, if the regulator determines that a supply contract contain provisions different than the regime set in the Law, i.e. has abusive provisions, it is obliged to advise the company to stop the application of such a contract, and if the supplier fails to act as instructed by the regulator in due time, it shall suspend the supplier's license, and set a new deadline, after which period (up to 90 days) the license is revoked.</p>	✓	civil and commercial courts
Ukraine	In case of finding out supplier violation		

## Renewal, Termination and Amendments to Supply Contracts

In order to facilitate switching procedures, but also to allow for greater security in terms of future supply, customer contracts need to include clear provisions regarding conditions for their renewal and termination. The table below provides an overview of these conditions implemented in the investigated electricity and gas markets.

Table 12 *Which are the conditions for renewal or termination of the supply contract? When and why may the customer terminate a contract for supply? When and why may the supplier terminate a contract, if such clauses exist?*

	Renewal	Termination
Albania	The supplier notifies each client about the modifications made to the contract 30 days before its entry into force.	<p>At <b>client's request</b>, after the settlement of all the monetary obligations and based on stipulated conditions in Article 5.2 of the Electricity Law and onwards.</p> <p>Essential breaches of contract terms and conditions from the client can be considered:</p> <ul style="list-style-type: none"> <li>- If the client does <i>not pay</i> the bill, including even overdue interest, within one month after disconnection.</li> <li>- If the supplier proves that the Client is <i>illegally supplied</i> with electrical energy.</li> <li>- If the client repeatedly <i>does not enable access</i> to the Supplier for more than three months regarding reading and verification of meters and installations, inside the borders of his/her propriety.</li> </ul> <p>At <b>supplier's initiative</b>, in case of breach of contract obligations by the client.</p>
Austria	Typically, a renewal is not necessary since contracts are of undetermined duration.	<p>Generally speaking, suppliers and customers may terminate the undetermined contract at any time, paying attention to notice procedures. This is especially true in case of contract violations.</p> <p>One exception is if the customer has agreed to waive his or her right to terminate the contract for a specific period (a maximum period of 1 year for household customers/consumers).</p> <p>Yet, even in such cases the customer may terminate the contract in case that the supplier changes the energy price.</p>

	Renewal	Termination
Bosnia and Herzegovina	The renewal of contract has not been regulated.	<p><u>Federation BiH</u></p> <p>On the written <b>request of the customer</b>, after they shall cover all the due obligations to the supplier until the date of contract termination.</p> <p>On <b>supplier's request</b>, in the case if end customer does not remedy the reasons for termination or ordering the termination of electricity supply, in 90 days from the termination or from the date when the termination was tried to be performed.</p> <p><i>Deceased end customer</i>, cessation of the legal person acting as customer.</p> <p><u>BIH- Republika Srpska</u></p> <p>The contract on supply ceases in case of:</p> <ul style="list-style-type: none"> <li>- change of ownership of the user facility,</li> <li>- death of end user, namely cessation of a legal entity in the form of end user,</li> <li>- agreement between the contracting parties,</li> <li>- cancellation of the contract,</li> <li>- expiry of the deadline for the period which the contract is concluded for.</li> <li>- in case of occurrence of circumstances for cancellation of the contract, prescribed by the law.</li> <li>- the supply contract ceases to exist after three years have passed from the date when end customer has been disconnected from the grid.</li> </ul>
Croatia		<p>In case of changing prices and other supply conditions, a supplier shall inform its final customers at least 15 days prior to applying the modified prices or supply conditions, including information on their right to terminate the contract, except in cases of lowering prices or providing more favorable supply conditions. A supplier shall ensure that final customers are free to withdraw from contracts if they do not accept the new conditions notified to them.</p> <p>By Article 64, paragraph 1 of Act on the Electricity Market, under a final customer supply contract, the supplier may demand from the transmission system operator or distribution system operator disconnection of supply to the final customer due to the final customer's failure to meet his/her contractual obligations, except customers under special protection pursuant to the act governing the energy sector. In the period of supply disconnection, the final customer shall have obligations related to the use of network.</p>

	Renewal	Termination
FYR of Macedonia	A tariff customer shall lose its status as customer, provided that within 3 years it fails to conclude a new supply contract for an accounting measuring point disconnected due to cancellation of the previous supply contract, whereby the connection to the point with the relevant grid may be dismantled.	Customer shall be obliged to submit written request to the supplier for cancellation of the supply contract, within a 30-days terms of cancellation. The supplier may cancel the supply contract to a tariff customer in the following cases: If the tariff customer has provided erroneous or partial data, thus preventing regular fulfillment of the contractual obligations, or when the data have not been timely provided; If the tariff customer fails to eliminate the causes for interruption of electricity supply within 90 days as of the date of the interruption. At least 3 days before the contract cancellation, the supplier shall be obliged to inform the distribution system operator on the contract cancellation with the tariff customer and submit request for disconnection of the tariff customer from the distribution system.
Greece	Electricity: Not provided	Electricity: The Customer has right to terminate the supply contract at any time, without reason and without penalty, unless otherwise provided in Supply Contract (art. 21 Electricity Supply Code). The supplier can terminate a contract if there are two unpaid bills and/ or the Customer does not comply with agreed essential terms and conditions of the Supply Contract for a time period longer than 30 days and the client has been advised accordingly at least 30 days before the termination (gas) : The consumer may terminate the gas contract within 30 days since she/he was informed by the supplier that there is an increase in the energy bill. Furthermore, the supply contract is ipso jure ended within 7 days since the consumer gave to the supplier a notice that she/he no longer owns the installation.
Italy		Household customers can withdraw from the contract by giving a short notice (30 days). For customers served in the free market, the supplier can withdraw from the contract by giving a 6 months' notice. A supplier is allowed to terminate a contract also when the customer is in debt to the supplier
Kosovo*		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. 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.

	Renewal	Termination
Moldova	If, after the conclusion of the contract for the supply, new regulation enter into force or the existing ones are amended which established new rules for supply or billing, the contracting parties apply the new rules, and the supplier notifies in written form the customer about the amendments	The supplier may unilaterally terminate the supply contract in case the customer's installation was disconnected from the network and the customer did not request the reconnection within 30 days period. The contract may be terminated at the consumer's request, within 7 calendar days from the date an application to this effect was submitted. If the supplier intends to unilaterally terminate the supply contract, it shall inform the consumer in written form about this intention
Montenegro		Supply contract ceases to be valid in the following cases: - the contract is terminated on a customer's request (request is to be submitted in writing within 15 days) - termination of the distribution system connection contract- connection consent - termination by the public supplier termination due to the dissolution of the customer (death, termination of registered activity)
Serbia	Conditions for renewal are the same as those prescribed by the Law on obligations, for all others contracts of sale. Legal basis: General contract law	General conditions for termination provided for all contracts of sale. Customer usually terminates the contract to switch supplier and is not obliged to explain reason why. Also, supply contract shall terminate if customer is disconnected from the system, in a case of signing a new contract between the same buyer and same supplier when changing conditions or price, expiration of the period for which it was concluded, mutual termination by contractual parties, cancellation by the supplier or the customer for failing to contractual obligations and the death/termination of the customer. Legal basis: General contract law and Decree on conditions for delivery and supply electricity (Art. 67)
Ukraine	Supply contract is extended for a year if neither party declared the intention to terminate contract, make changes to contract or revision of its terms a month before the end of contract duration.	Contract may be terminated before its term ends in case of customer relocation and cessation of electricity and gas usage. Contract may be terminated before its term ends in case of mutual agreement of contracting parties.

Annex I of Electricity and Gas Directive requires that customers are given adequate notice of any intention to modify contractual conditions and are informed about their right of withdrawal when notice is given. The table below provides the information on applicable practice in the investigated electricity and gas markets.

Table 13 *Is there an advanced notice to the customer in case of amending the contractual clauses? If so, please explain.*

	Yes
Albania	The general terms and conditions of the contract for electrical energy supply are subject to changes from ERE, according to the same procedures as they were approved. The supplier notifies each client for the modifications made to the contract 30 days before its entry into force.
Austria	As generally stated in contract/civil law, any changes have to be announced in advance (up to three months).
Bosnia and Herzegovina	The supplier notifies in advance each customer in the case of price changes.
Croatia	The customer is entitled to receive a notice from their supplier on his intention to change agreed conditions in supply contract and customer has the right to terminate the contract after receipt of such notice.
FYR of Macedonia	The supplier is obligated to provide customers' care and to provide information and data. The supplier is obligated to have customer calling center and web page on which the tariff customers can be informed about the price, their rights and obligations.
Greece	Electricity: Art. 30 par. 2 (for small customers): the supplier is obliged to notify each customer individually regarding any amendments to the terms and conditions of the supply contract at least 60 days before an intended amendment goes into effect and if possible within a special box on the electricity bill or by a special leaflet included in the Bill. Notifications regarding amendments to the supply charges may also be sent with the first electricity bill following the amendment. Gas: As regards potential changes in the General Terms of the gas supply contract, the supplier may proceed with such changes only for special and important reason as long as the competent Consumer's Protection Authority is informed within 90 days and furthermore the change to be introduced is implemented once the consumer is informed in written form by the supplier 30 days before.
Italy	The customer must be informed in advance (90 days). The right to amend the contract must be provided in the contract and the company is allowed to amend the provisions of the contract (not regulated clauses) only for legitimate reasons. The customer is entitled to withdraw from the contract without penalties if he does not accept the new provisions.
Kosovo*	Article, 27, paragraph 3, of the Law on Electricity specifies that: "Suppliers shall ensure that customers are given adequate notice of any intention to modify contractual conditions and are informed about their right of withdrawal when the notice is given. Suppliers shall notify their customers directly of any increase in charges, at an appropriate time no later than one normal billing period after the increase comes into effect, in a transparent and comprehensible manner. Suppliers shall ensure that customers are free to withdraw from contracts if they do not accept the new conditions notified to them."
Moldova	✓ (However the parties will apply modified legislation, but the contract itself may be amended only in case both parties agree, otherwise the existing contracts without any amendment will continue to have effect)
Montenegro	✓ (According to Art. 52 (13) of Energy Law public supplier has to publish tariffs on its web page at least 15 days before their application)

	Yes
Serbia	According to Energy Law supplier shall inform the customer about the change in prices and other terms and conditions of sale directly and within reasonable period in advance, and at the minimum fifteen days before the date when the changes in prices or terms and conditions of sale become effective, except in the case of prices lowering or granting more favorable conditions of sale when supplier is also obliged to inform the customer but not strictly in period of minimum fifteen days before changes become effective.
Ukraine	In case of tariff change, the suppliers are obliged to inform the households no later than 5 days prior new tariffs coming into force.

In all analyzed markets **customers are informed about the contract amendments in advance**, i.e. before they enter into force. However, **the prescribed timelines for this earlier notification differ among countries** e.g. it is 30 days in Albania, 15 days in Serbia and 60 days in Greece.

The regulatory authorities were asked if parties to the contract had the right to **amend supply contract unilaterally** and, if yes, in which cases. Only the regulators of Austria and Italy specified that such changes were possible. So, in Austria the supplier has the right to change its general terms and conditions, including prices; customers may (tacitly) agree. In case of a change in prices, the customer has the right to contradict. In this case the supplier has to supply energy for another three months at the “old price”, after which the contract terminates. In Italy it may happen as long as it is provided in the contract and only for legitimate reasons. Of course, the customer must be informed in advance and he is allowed to withdraw from the contract without penalties.

## Contractual Disputes

Contractual and pre- contractual disputes in energy sector are generally resolved by more than one institution- regulatory authorities, courts and/or some other bodies. In the analyzed electricity and gas markets regulatory authorities are usually in charge of resolving disputes regarding third party access to the networks and connection to the networks, but very often also obliged to deal with other contractual complaints. Courts are normally always in charge of settling contractual cases. Other institutions reported to be in charge of resolving disputes concerning supply contracts are consumer organizations (in Austria), State supervision of electricity and gas consumption (in Ukraine) and mediation (in Bosnia and Herzegovina- Federation BIH and Serbia).

Table 14 *Institutions in charge of solving pre- contractual and contractual disputes and their competences*

	Regulator	Court	Other	Comment
Albania	✓	✓		The parties shall amicably solve their disagreements; otherwise they shall address the regulator or the competent court for solving disagreements.
Austria	✓	✓	✓	Consumer organizations may also assist household customers in their disputes with suppliers.
Bosnia and Herzegovina	✓	✓		<p>BIH- Federation BIH FERK arbitrates between disputed parties (only if all parties agree).</p> <p>BIH- Republika Srpska RERS sets the rules and procedures and resolves disputes between parties.</p>
Croatia	✓	✓		<p>The regulator is in charge of solving network connection disputes.</p> <p>The Court is in charge for solving contractual disputes</p>
FYR of Macedonia	✓	✓		
Greece	<p>✓ Electricity</p> <p>✓ (gas)</p>	<p>✓ Electricity</p> <p>✓ (gas)</p>	<p>✓ Electricity</p> <p>✓ (gas)</p>	(Electricity and Gas) Consumers can also refer to the Hellenic Consumers' Ombudsman (Article 50 of Law 4001/2011), according to the provisions of Law 3297/2004 (Gazette A' 259)
Italy	✓	✓	✓	

	Regulator	Court	Other	Comment
Kosovo*	✓	✓		Contractual disputes are solved according to the Rule on resolving complaints and disputes, so it is regulator. According to our legislation there are no pre-contractual disputes.
Moldova	✓	✓		
Montenegro	✓	✓		The regulator is in charge of resolving disputes on refusal of network connection and refusal of third party access to grids as well as of complaints to the terms and conditions for network connection.  In all other cases the court is responsible for resolving contractual disputes.
Serbia	✓	✓	✓	The regulator is in charge of resolving disputes on refusal of network connection and refusal of third party access to grids.  The Court is in charge for solving contractual disputes Aside from regular courts, mediation and arbitration stand at the disposal of the parties in dispute
Ukraine	✓	✓	On technical issues - State supervision of Electricity and Heat consumption	

## SUMMARY OF FINDINGS

1. Legislative requirements, regulatory rules as well as the practice of concluding contracts between household customers and their suppliers in the Energy Community Contracting Parties and other analyzed countries confirm that **customer protection is in the center of the energy sector restructuring and liberalization**. All regulatory authorities, with the exception of Georgia, stated that the customer related provisions of the Electricity and Gas Directives were transposed into their national legislations. Still the analysis shows that some room for improvement is available.
2. **Specific definition of supply contract** for electricity or natural gas exists in the legislation of Albania, Bosnia and Herzegovina (for electricity), Croatia, Greece, Kosovo\*, Serbia and Ukraine. Other countries, such as Austria, FYR of Macedonia, Italy, Moldova and Montenegro, apply the general definition for sale contracts provided in national civil and / or commercial law. Even if a special definition of supply contracts exist, the general rules for sale contracts provided in national civil and / or commercial acts apply also to supply contracts.
3. In most of the analyzed cases **household customers conclude only one contract with a supplier comprising also the provisions regarding use of the distribution system**. In these cases the supplier is obliged to enter into contract with the relevant distribution system operator. This practice should be assessed positively, because it facilitates switching procedure. However, in a substantial number of countries - Albania, Austria, Bosnia and Herzegovina - household customers need to conclude two separate contracts for supply and distribution. While such an approach can also be seen as a tool for educating customers' on the split between network and supply and raise awareness about the element subject to switching options, it also requires greater transparency in providing relevant information to customers as key prerequisite for efficient switching.
4. Besides having contract(s) for supply and distribution of electricity and natural gas, household customers **in the great majority of markets have to conclude contract for connection to the distribution network**.
5. **The supply contracts in all analyzed markets refer to the metering point**. In Albania and FYR of Macedonia the supply contract can be also concluded for customer's address. In Bosnia and Herzegovina, Greece, Italy, Montenegro, Serbia and Ukraine the supply contracts refer to the metering point, address and name of the customer. Supply contract reference is related also to another issue: in case a customer owns several facilities with different addresses, he/she may have one or more contracts. In the investigated Energy Community Contracting parties and other markets supply contracts are always signed **separately for each facility of the same owner**. However in 8 out of 13 analyzed markets both cases are applicable i.e. a customer may conclude one or more supply contracts for his/her facilities.
6. The practice of offering customers **"combined" contracts for supply of different services** (e.g. supply of electricity, gas, TV, internet etc.) **is not implemented in the**

- great majority of analyzed markets.** Only the regulatory authority of Italy and Georgia stated that such contracts may be concluded.
7. Regarding the number and types of contracts household customers may conclude, the regulators explained in which cases a **customer may enter into contracts with different suppliers.** For example, In Bosnia and Herzegovina and Serbia, under certain circumstances, customers may have several suppliers for one metering point. However 7 out of 13 regulators stated that having more than one supplier is not possible at all.
  8. With the exception of Georgia, in all other cases respondents stated that there is a **legal obligation for suppliers to enter into a supply contract.** In the case of Austria and Italy this is limited to the default supplier / supplier of last resort.
  9. Although different terms are implemented among analyzed countries, the parties to supply contracts for electricity and natural gas typically are suppliers and customers.
  10. The **duration of supply contracts** may be determined by law or some other rules/secondary legislation or undetermined, in the latter case the suppliers usually implement some standard duration, but customers have the right to negotiate. In Greece, Kosovo\* and Ukraine the duration of supply contracts is determined.
  11. In all cases, except Georgia, the supplier has the obligation to **inform customers about the contract conditions prior to the conclusion of a contract.** This obligation is in line with the Electricity and Gas Directive requiring that conditions of contracts shall be fair and suppliers shall ensure that the conditions are well known in advance by their customers.
  12. Taking into consideration the need for transparency in relation to contracting, there is room for improvement in order to serve the interests of consumers by strengthening their rights through improving, for example, information provisions and other contractual terms in order to facilitate switching and for the customers to make efficient and informed choices.
  13. **In the majority of cases the regulator has competences related to contracting.** On the grounds of its expertise and knowledge of the market, aiming the protection of consumers against unfair contractual terms, Regulators chose to apply some private law **regulatory tools such as regulated contract terms.**
  14. Usually it means that regulator prepares or approves standard form/template of contract (in Kosovo\* and FYR of Macedonia). In Italy the NRA may regulate the content of a supply contract and in Greece, for electricity, the NRA checks and comments up on the supply contract to be prepared in accordance with a supply code. In Ukraine the Government approves standard contract on electricity usage for households and standard contract on natural gas supply to households, the regulator is monitoring the execution of these standard contracts. In Moldova the regulator has pre- contractual competences and can issue decisions that oblige the supplier to conclude a contract with the customer also regulator approves the obligatory contractual clauses that are included in the supply contracts.. In Bosnia and Herzegovina, there is an obligation of suppliers to submit standard contract forms to the entity regulator. Entity regulators, through their general conditions specify categories that have to be included in supply contract. Generally speaking, this regulatory approach may represent an intervention into the sphere of the freedom of contract and into the development of private autonomy, at the same time, it is

- necessary to avoid imbalances when negotiating contracts, interdict practices which distort competition affects customers.
15. Unfair contract terms are subject to control by the competition authorities, consumer protection bodies and also by regulators. The cooperation between energy regulators and competition authorities guarantees customer protection, fairness of competition and commercial practices in the internal market.
  16. **The great majority of required provisions listed in Annex 1 of the Electricity and Gas Directives are included in the electricity and gas supply contracts for households in analyzed markets.** In some countries elements such as the time for initial connection, the type of maintenance service offered or compensation and refund arrangements in case of lower service quality levels are missing. In case some of the required provisions about the rights and obligations of the parties to the supply contract are not included in the contract, **the customers may file a complaint to the competent authority, very often regulator that consequently may fine a supplier.**
  17. Although many regulators prepare or influence the structure and/or content of the supply contract, suppliers often have their own **standard forms of contracts**, with some or all provisions negotiable. **In 10 out of 13 analyzed markets the household customers sign standard form contracts.** Only in Bosnia and Herzegovina- Federation BIH, Croatia and Moldova some provisions of a supply contract are negotiable. The **monitoring of the application of abusive clauses/ unfair terms in customer supply contracts** is in the hands of different authorities: regulators, consumer protection organizations and courts.
  18. In order to facilitate switching procedures, but also to allow for greater security in terms of future supply, customer contracts in the Energy Community include **clear provisions regarding conditions for their renewal and termination.**
  19. Annex I of Electricity and Gas Directive requires that customers are given adequate notice of any intention to modify contractual conditions and are informed about their right of withdrawal when notice is given. In all analyzed markets **customers are informed about the contract amendments in advance**, i.e. before they enter into force. However, **the prescribed timelines for this earlier notification differ among countries** e.g. it is 30 days in Albania, 15 days in Serbia and 60 days in Greece.
  20. Contractual and pre- contractual disputes in energy sector are generally resolved by more than one institution- regulatory authorities, courts and/or some other bodies. **In the analyzed electricity and gas markets regulatory authorities are usually in charge of resolving disputes regarding third party access to the networks and connection to the networks, but very often also obliged to deal with other contractual complaints.** Courts are normally always in charge of settling contractual cases. Other institutions reported to be in charge of resolving disputes concerning supply contracts are consumer organizations (in Austria), State supervision of electricity and heat consumption (in Ukraine) and mediation (in Bosnia and Herzegovina- Federation BIH and Serbia).

# APPENDIX

Table 15 *Implementation of Article 3(3) of Electricity Directive and Article 3(5) of Gas Directive*

Albania	<p>General conditions of the contract of electrical energy supply for household Customers</p> <p>Regulation On minimal conditions of distribution, service Quality And electrical energy sale</p> <p>General conditions of the contract of electrical energy supply for non Household Customers</p> <p>Regulation for New Conaction</p>	
Austria	<p>EIWOG – Electricity Act 2010</p> <p>GWG – Natural Gas Act 2011</p> <p>General conditions of the contract of electrical energy and for natural gas supply for (household) customers</p>	<p><a href="http://www.e-control.at/portal/pls/portal/portal.kb_folderitems_xml.redirectToItem?pMasterItemid=2424267">http://www.e-control.at/portal/pls/portal/portal.kb_folderitems_xml.redirectToItem?pMasterItemid=2424267</a></p> <p><a href="http://www.e-control.at/portal/pls/portal/portal.kb_folderitems_xml.redirectToItem?pMasterItemid=2382610">http://www.e-control.at/portal/pls/portal/portal.kb_folderitems_xml.redirectToItem?pMasterItemid=2382610</a></p>
Bosnia and Herzegovina	<p style="text-align: center;"><b>ELECTRICITY</b></p> <p><u>BIH- Federation BIH</u></p> <p>Law on Electricity (Official Gazette of the Federation BIH, No. 66/13)</p> <p>General Conditions for Electricity Supply (Official Gazette of the Federation BIH, No. 35/08, 81/08, 32/10, 37/10 and 57/12)</p> <p>Law on Electricity has prescribed that these issues will be regulated with General Conditions for Electricity Supply that are adopted by FERK</p> <p><u>BIH- Republika Srpska</u></p> <p>Law on Electricity (Official Gazette of Republika Srpska No. 8/08, 34/09, 92/09, 1/11)</p> <p>General Condition for delivery and supply of electricity (Official gazette of Republika Srpska No. 90/12)</p> <p>Rule book on eligible customer (Official gazette of</p>	<p><u>BIH- Federation BIH</u></p> <p>Law on Electricity: Articles 3,13</p> <p>General Conditions for Electricity Supply: Articles 6, 7, 33, 35, 64, 65</p> <p><u>BIH- Republika Srpska</u></p> <p>Law on Electricity: Article 49</p> <p>Law on Gas: Article 42</p>

	<p>Republika Srpska No. 131/11)</p> <p>Article 49. refers only to a eligible customer. Other provisions of the Directive are fully developed in the General conditions.</p> <p>GAS</p> <p><u>BIH-Republika Srpska</u></p> <p>Yes, partially</p> <p>Law on Gas (Official gazette of Republika Srpska No. 86/07, 121/12)</p> <p>General conditions for supply of natural gas (Official Gazette of Republika Srpska No.110/09 and 64/10)</p> <p>Act on safety of natural gas supply and delivery (Official Gazette of Republika Srpska No.17/11)</p> <p>Method of the supplier switching is not defined.</p>		
Croatia	<p>Gas Market Act (Official Gazette 28/13)</p> <p>Act on the Electricity Market (Official Gazete 22/13)</p>	<p>Articles 54, 61, 64 and 65</p> <p>Articles 59-65.</p>	
FYR of Macedonia	<p>ELECTRICITY</p> <p>Energy Law ("Official Gazette of Republic of Macedonia, no.16/11, 136/11 and 79/13)</p> <p>Rules for electricity supply for tariff customers ("Official Gazette of Republic of Macedonia, no.88/11)</p> <p>Rules on electricity supply of last resort ("Official Gazette of Republic of Macedonia", no. 144/12) – not yet applicable.</p> <p>Rules on electricity supply ("Official Gazette of Republic of Macedonia", no. 144/12) - not yet applicable.</p> <p>GAS</p> <p>Energy Law ("Official Gazette of Republic of Macedonia, no.16/11, 136/11 and 79/13)</p> <p>Natural gas supply rules ("Official Gazette of the Republic of Macedonia", no. 56/12) – not yet applicable.</p>		
Greece	<p>Electricity: Supply Code (Government's Gazette 832/9.4.2013) and Law 4001/2011 on the Function of the Energy Markets of Electricity and Natural Gas, Research and Production of Transmission Networks (Government's Gazette 179/22.9.2011)</p> <p>(gas) Law 4001/2011 (Gazette A</p>	<p>Supply code: Art.3, 14,17 and 26 to 35, 43, 44)</p> <p>Law 4001/2011: art. 24, 46-54, 57, 58, 138)</p>	<p>For further references:</p> <p><a href="http://www.rae.gr/site/en_US/categories_new/electricity/licence/trade/faq.csp#2">http://www.rae.gr/site/en_US/categories_new/electricity/licence/trade/faq.csp#2</a></p> <p><a href="http://www.rae.gr/site/file/">http://www.rae.gr/site/file/</a></p>

179/22.9.2011) on the Function of the Energy Markets of Electricity and Natural Gas, Research and Production of Transmission Networks

[system/docs/misc1/14062013](http://system/docs/misc1/14062013)

Italy	Decree n. 93 issued in 2011 in order to implement the Third Package		
Kosovo*	Law on Energy Regulator Law on Electricity Rule on Resolving the Customer Complaints and Disputes in Energy Sector	Law on Energy Regulator (vulnerable customers): Article 1, paragraph 3.8 on protection on vulnerable customers.  Law on Energy Regulator, Article 2, paragraph 1.10 (definition on vulnerable customers).  Law on Electricity: Article 1, paragraph 2.5, article 18, paragraph 6, subparagraph 6.4. Article 30, paragraph 2  Law on Electricity, article 27 (Contractual Requirements), article 18, paragraph 8.  Law on Electricity, article 19, paragraph 2.  Law on Energy Regulator, (dispute settlement): Article 1, paragraph 3.7, Article 14, paragraph 2.14, Article 16	Law Energy Regulator <a href="http://ero-ks.org/laws/Ligji_per_Rregullatorin_e_energjiise_eng.pdf">http://ero-ks.org/laws/Ligji_per_Rregullatorin_e_energjiise_eng.pdf</a>  Law on Electricity <a href="http://ero-ks.org/laws/Ligji_per_energjine_elektrike_eng.pdf">http://ero-ks.org/laws/Ligji_per_energjine_elektrike_eng.pdf</a>  Rule on Resolving the Customer Complaints and Disputes in Energy Sector <a href="http://ero-ks.org/Rregullat/Rregullat_2011/English/Rule_on_resolution_complaints_disputes_energy_sector_eng.pdf">http://ero-ks.org/Rregullat/Rregullat_2011/English/Rule_on_resolution_complaints_disputes_energy_sector_eng.pdf</a>
Moldova	Electricity Law no. 124 from 23.12.2009 <i>Monitorul Oficial 23-24/33, 12.02.2010</i>  Regulation electricity supply and use nr.393 from 15.12.2010 // <i>Monitorul Oficial 59-62/308, 15.04.2011.</i>  Regulation on Quality of Electricity transmission and distribution Services no. 406 from 25.02.2011 // <i>Monitorul Oficial 131-133/1125, 12.08.2011</i>  Law on natural gas no. 123 from 23.12.2009 <i>Monitorul Oficial 23-24/33, 12.02.2010</i>  Regulation gas supply and use no.415 din 25.05.2011 // <i>Monitorul Oficial 131-133/1126, 12.08.2011</i>	Art. 43 (6), Art. 37 (connection under term)  Pct. 22-47, pct 53- 45, pct. 193, 200-215          Art. 45 (5) , Art. 37    Pct. 16- 46 , pct. 47- 68	Decisions on approval of tariffs approved by Council of administration of ANRE and published in Monitorul Oficial

Montenegro	Energy law	Article 156, 153, 147	Energy Law: <a href="http://regagen.co.me/en/category/propisi/crnogorski">http://regagen.co.me/en/category/propisi/crnogorski</a>
Serbia	Energy Law	Art.140.-157.	<a href="http://www.aers.rs/FILES/Zakoni/Zakon%20o%20energetici_57-11.pdf">http://www.aers.rs/FILES/Zakoni/Zakon%20o%20energetici_57-11.pdf</a>
Ukraine	ELECTRICITY	Art. 12, 24.	
	<p>Terms are governed by regulations, including:</p> <p>1) for households:</p> <p>Rules of electricity usage for households adopted by the Cabinet of Ministers of Ukraine of 26.07.99 № 1357 and standard contract to the abovementioned Rules,</p> <p>2) for legal entities:</p> <p>Rules of electricity usage adopted by NERC of 31.07.96 № 28 and standard contracts to the abovementioned Rules.</p> <p>3) Law of Ukraine "On Electric Power Industry",</p> <p>4) Rules of connection of facilities to electric network adopted by NERC of 17.01.2013 № 32</p>		
	GAS		
	<p>Terms are governed by regulations, including:</p> <p>1) for households:</p> <p>Rules of providing gas supply services for households, adopted by the Cabinet of Ministers of Ukraine of 09.12.99 № 2246 and standard contract on providing gas supply services for households, adopted by the Cabinet of Ministers of Ukraine of 05.07.2006 № 938.</p> <p>2) for legal entities: Rules of natural gas usage for legal entities adopted by NERC of 13.09.2012 № 1181 and standard contract on natural gas supply at regulated tariffs adopted by the NERC of 22.09.2011 №1580</p>		