

UNMIK/REG/2004/49
26 November 2004

REGULATION NO. 2004/49

**ON THE ACTIVITIES OF WATER, WASTEWATER
AND WASTE SERVICES PROVIDERS**

The Special Representative of the Secretary-General,

Pursuant to the authority given to him under United Nations Security Council Resolution 1244 (1999) of 10 June 1999,

Taking into account United Nations Interim Administration Mission in Kosovo (UNMIK) Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

In conformity with Section 8.1(q) of the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation 2001/9 of 15 May 2001), and having consulted with the Government,

Duly noting the responsibilities of the Kosovo Trust Agency under UNMIK Regulation No. 2002/12, dated 13 June 2002, on the Establishment of Kosovo Trust Agency,

For the purpose of establishing the Water and Waste Regulatory Office and setting out the framework for regulating the activities of Publicly- and Socially-owned providers of water, wastewater and waste services in Kosovo, including the disconnection of water services, the handling of unlawful connections and the repayment of debts owed to the providers of water, wastewater and waste services,

Hereby promulgates the following:

Chapter 1
Scope and Definitions

Section 1
Scope of Application and Establishment of Regulator

1.1 The present Regulation applies to all Publicly- and Socially-owned Service Providers and Bulk Water Suppliers in Kosovo and governs Service Standards, the setting of Tariffs, the Customers' Charter, the issuance, amendment and revocation of

Service Licences, Disconnections and Unlawful Connections, as well as the settlement of Past Debts.

1.2 The Water and Waste Regulatory Office (hereinafter the “Regulator”) is hereby established as an independent body pursuant to Section 11.2 of the Constitutional Framework. The Regulator shall have a Director, a Deputy Director, and professional and clerical staff. The Director and the Deputy Director shall be appointed by the Special Representative of the Secretary-General (SRSG) upon recommendation of the Deputy Special Representative of the Secretary-General (DSRSG) for Economic Reconstruction and Development and after consultations with the Government.

1.3 The Regulator is responsible for regulating the activities of the Publicly- and Socially-owned providers of water, wastewater and waste services in Kosovo. The Regulator shall exercise its independent judgment in carrying out the responsibilities under the present Regulation and shall be accountable to the SRSG for compliance at any time with:

- (a) United Nations Security Council Resolution 1244 (1999);
- (b) The provisions of the present Regulation and any other regulation, administrative direction, administrative instruction or determination which the SRSG may issue in relation to the present Regulation;
- (c) Any other law applicable in Kosovo.

Section 2 Definitions

For the purposes of the present Regulation, the following definitions shall apply:

“Amnesty Period” means, in relation to Unlawful Connections, a period of four (4) months beginning on the date this Regulation enters into force;

“Bulk Water” means water that has not been treated in order to be suitable for human consumption;

“Bulk Water Supplier” means any Person that supplies Bulk Water to a Water Service Provider;

“Bulk Water Tariff” means any rates, charges or fees of a Bulk Water Supplier in relation to the supply of Bulk Water to a Water Service Provider;

“Collective Disconnection” means the contemporaneous Disconnection of a Qualifying Group pursuant to Section 22, in which context “Collectively Disconnect” shall have a similar meaning;

“Consolidation Plan” means the sector restructuring plan created by the Kosovo Trust Agency (“KTA”) for the consolidation and restructuring of Water and Wastewater Service Providers, and Solid Waste Service Providers dated 10 September 2002 as amended, supplemented or replaced from time to time by the KTA;

“Customer” means a Person that has entered into a Service Contract with a Service Provider or has received Services supplied by a Service Provider;

“Customers’ Charter” means the rules issued by the Regulator pursuant to Section 38.1(e);

“Customers’ Consultative Committee” means a committee described in and established pursuant to Section 17;

“Disconnection” means the discontinuation of a link between the premises of a Customer and a distribution network for Water Services that allows the Customer to receive such Services from a Water and Wastewater Service Provider, and “Disconnect” shall have similar meanings;

“Disposal Site” means a site or location licenced by the Ministry of the Environment and Spatial Planning for Municipal Solid Waste and any residual matter after Municipal Solid Waste has been processed and the recovery of conversion products or energy has been accomplished;

“Good Faith Dispute” means a dispute about an invoice issued by a Water and Wastewater Service Provider that is initiated by the Customer in writing, provided that the total amount payable exceeds the seasonal average consumption paid by that Customer during the twelve (12) month period prior to the date of the invoice by at least ten per cent (10%) and such dispute is not unreasonable or vexatious;

“Good Standing” means in relation to a Customer, that such Customer has paid his undisputed invoices within one calendar month of the date such invoices became due, or has entered into and complied with a Payment Arrangement with the Water and Wastewater Service Provider;

“Guarantee Deposit” means the deposit required by a Water and Wastewater Service Provider pursuant to Section 27;

“KTA” means the Kosovo Trust Agency;

“Lawful Connection” means:

- (i) a link between the premises of a Customer listed in the Register of Customers and the distribution network for the Water Services supplied by that Water and Wastewater Service Provider; or

- (ii) a link between the premises of a Person and such distribution network established by the relevant Water and Wastewater Service Provider or its predecessors in accordance with the applicable law,

in which context “Lawfully Connected” shall have a similar meaning;

“Long-Run Marginal Cost” means the cost that a Service Provider or Bulk Water Supplier incurs for an additional unit of output, including capital costs and such other costs that are not immediate expenses required for producing such higher output;

“Municipality” means the Municipalities set out in Schedule A to UNMIK Regulation No. 2000/43 of 27 July 2000 On the Number, Names and Boundaries of Municipalities;

“Municipal Solid Waste” means solid waste, not being Hazardous Waste, Medical Waste or Toxic Waste, from household, commercial, institutional or industrial sources and processed wastes;

“Non-Revenue Water” means the water remaining after deducting the water sold from the water produced;

“Past Debt” means all debt of a Customer evidenced by undisputed invoices issued by a Service Provider to that Customer on or before 31 December 2002, which have not been paid in full;

“Payment Arrangement” means an arrangement to pay an amount due and owing to a Service Provider made between a Customer and a Service Provider pursuant to Section 31;

“Person” means an individual, legal or public entity, including a corporation, a partnership, a trust, an unincorporated organisation, a government or any agency or subdivision thereof;

“Public Announcement” means a notice in English, Albanian and Serbian relating to a proposed Collective Disconnection which is published in the form prescribed by the rules issued by the Regulator pursuant to Section 38.1(g) and published in regional or municipal media reasonably calculated to reach the Qualified Group;

“Qualifying Group” means a group of Customers in a specific geographical area who share a common connection or common delivery points to a Water and Wastewater Service Provider, at least fifty-one percent (51%) of the constituents of which are not in Good Standing;

“Region” means an area defined by the Consolidation Plan that includes a Municipality and the whole or any part of other Municipalities;

“Regulator” means the authority responsible for the economic regulation of Service Providers under the applicable law;

“Review Committee” means the committee that may review the decisions of the Regulator pursuant to Section 34;

“Service” means any Waste Collection Services, Waste Disposal Services, Water and Wastewater Services, or supply of Bulk Water to a Water Service Provider, together the “Services”;

“Service Area” means, in relation to a Service Licence, the Region or Municipality within which the relevant Service Provider may provide its Services;

“Service Contract” means an agreement between a Service Provider and its Customer referred to in Section 15 or, if there is no such agreement, the Service Provider’s terms of supply;

“Service Licence” means a Waste Collection Services Licence, a Waste Disposal Services Licence or a Water and Wastewater Services Licence;

“Service Provider” means any Waste Collection Service Provider, Waste Disposal Service Provider, Water and Wastewater Service Provider, or a Bulk Water Supplier, together the “Service Providers”;

“Service Standard” means, in relation to any Service, the standards of service that apply to that Service in accordance with this Regulation;

“Service Tariff” means any rates, charges or fees of a Service Provider in relation to the provision of its Services to Customers;

“Unlawful Connection” means a link between the premises of a Person and a distribution network for Water Services supplied by a Water and Wastewater Service Provider that has not been established by that Water and Wastewater Service Provider or its predecessors in accordance with the applicable law, and “Unlawfully Connected” shall have a similar meaning;

“Vulnerable Person” means:

- (i) any natural Person deemed to be at risk with respect to his/her life or health without Water Services, provided that such fact can be confirmed by a licenced physician; or
- (ii) any Customer classified by the Ministry of Labour and Social Welfare as indigent and destitute, and advised to the Water and Wastewater Service Provider as entitled to have his/her invoice paid by the competent social welfare authorities;

“Warning Notice” means the written notice given by the regulator to a Service Provider pursuant to Section 33;

“Warning Period” means:

- (i) at least ten (10) Business Days specified in a Warning Notice as the period within which the Regulator requires any violation set out in Section 32 or any circumstance warranting the revocation of a Service Licence to be remedied; or
- (ii) a shorter period of time if the Regulator is of the opinion that such shorter period of time would be in the public interest;

“Waste Collection Services” means collecting Municipal Solid Waste and transporting it to a Disposal Site;

“Waste Collection Service Provider” means any Person providing or intending to provide Waste Collection Services;

“Waste Disposal Services” means the operation of a Disposal Site;

“Waste Disposal Service Provider” means any Person providing or intending to provide Waste Disposal Services;

“Water and Wastewater Service Provider” means a Person providing or intending to provide Water and Wastewater Services;

“Water Services” means abstracting, treating, and distributing water for human consumption and operating networks and facilities used for such purpose; and

“Wastewater Services” means collecting, disposing, and treating wastewater and sewage.

Words of any gender used in the present Regulation shall include any other gender and words in singular number shall include the plural and the plural includes the singular, unless the context otherwise requires.

References to Sections are to those in the present Regulation, unless expressly stated otherwise.

Chapter 2

Licencing Service Providers

Section 3

Service Licence

Subject to Section 36, no Person may provide a Service in Kosovo without a Service Licence for such Service.

Section 4

Applications for or Renewal of a Service Licence

4.1 Every Service Provider shall apply to the Regulator for a Service Licence or the renewal of a Service Licence by submitting to the Regulator an application in the form prescribed by the Regulator from time to time together with the documents and information referred to in such application form.

4.2 The Regulator shall confirm to a Service Provider within five (5) business days the receipt of the application and the documents provided therewith, as well as the fees paid to the Regulator.

4.3 The Regulator shall consider any application for the issuance or renewal of a Service Licence within period of six (6) weeks following the receipt of an application. A decision upon an application shall be made after that period provided the Regulator is satisfied that all information and documentation required for a decision were made available by the Service Provider. The Regulator may request that the Service Provider submits additional information and documents relating to the application, in which case a decision upon the application shall be made after all additional information and documentation required were duly considered by the Regulator.

4.4 A Service Provider may only apply to the Regulator for the renewal of its Service Licence if all of the following conditions are met:

- (a) the Service Licence provides that it is renewable;
- (b) the Service Provider has complied in all material respects with the conditions of its Service Licence; and
- (c) the application is submitted at least two (2) months prior to the date on which the Service Licence expires.

Section 5

Issuance and Renewal of Licences

5.1 The Regulator shall only issue or renew a Service Licence if it is satisfied that:

(a) the information in the application form and any other information or documents submitted by the Service Provider in relation to the application are accurate and complete;

(b) after consultation with the KTA, the issuance or renewal of the Service Licence to the Service Provider would be consistent with the Consolidation Plan and its objectives;

(c) the Service Provider is able to provide a Service acceptable in quality, reliability, safety, costs and with respect for the Customers' rights as provided in the Customers' Charter or in the Service Contract;

(d) the Service Provider will be able to comply with the conditions that will apply to the Service Licence pursuant to Section 6; and

(e) the Service Provider has obtained all necessary permits, consents and all other authorisations from appropriate authorities and has complied with such permits, consents and authorisations.

5.2 If the Regulator decides not to issue or renew a Service Licence to a Service Provider, it shall inform the Service Provider of the reasons in writing within ten (10) Business Days of that decision.

Section 6 Licence Conditions

6.1 General conditions set out in the rules issued pursuant to Section 38.1(b) shall apply to every Service Licence. Such general licence conditions taking into account the duties imposed on the Regulator by this Regulation shall include requirements for Service Providers to:

(a) demonstrate adequate managerial operational and technical expertise and resources to operate and maintain facilities and provide Services up to the Service Standards and to the commercial standards foreseen under the Customers' Charter;

(b) prove financial solvency at the time of application and the potential to remain financially viable throughout the full term of the Service Licence;

(c) accept overall responsibility for the provision of a full range of Services in the entirety of its designated Service Area.

6.2 The Regulator shall specify such additional conditions as appropriate that apply to the Service Licence, including but not limited to the following:

- (a) the term of the Service Licence;
- (b) any right to renew the Service Licence;
- (c) a requirement that the Service Provider enters into a management and operations agreement, approved by the Regulator, with a Service Provider that is nominated in the Consolidation Plan as the provider of Services to the Region that includes the Service Area of the Service Provider;
- (d) any limitation of the Service Licence to a specified Service Area;
- (e) a requirement for the Service Provider to enter into a Service Agreement with a Municipality or Municipalities located within the respective Service Area;
- (f) any such other requirement or limitation that is conducive to the creation of a competitive service environment without creating disadvantages for customers and the price or quality of services; and
- (g) the date on which the conditions imposed on a Service Licence pursuant to this sub-section shall be reviewed by the Regulator.

6.3. The Regulator shall review any conditions imposed on a Service Licence pursuant to Section 6.2 on the date specified for such review pursuant to Section 6.2 (g) and on each anniversary of such date or at any other time any agreement referred to in Section 6.4 may specify so.

6.4. The Regulator may enter into a written agreement with a Service Provider with respect to the conditions of its Service Licence, including amending, supplementing or replacing the general conditions that apply to its Service Licence pursuant to Section 38.1(b).

6.5. The Regulator may amend, supplement or replace any conditions imposed on a Service Licence pursuant to Section 6.4 following a review of such conditions on at least thirty (30) Business Days written notice to the Service Provider. Such notice shall state the nature and extent of such amendment, supplement or replacement and the time when it shall take effect.

6.6. The Service Provider shall comply with the terms and conditions of its Service Licence at all times.

Section 7 Termination and Revocation of Licences

7.1 A Service Licence shall terminate on the earlier of:

- (a) the last day of the period for which it was issued; or

- (b) the date on which the Service Licence is revoked by the Regulator;
- (c) the date on which the Service Licence is surrendered.

7.2 The Regulator may revoke a Service Licence if:

- (a) the Service Provider has not paid within two (2) months of the due date any fees or administrative fines payable to the Regulator pursuant to this Regulation;
- (b) the Service Provider has committed any violation set out in Section 32 and such violation has not been remedied prior to the expiry of the Warning Period specified in a Warning Notice issued by the Regulator in connection with such violation;
- (c) the Service Provider has failed to comply with any necessary permits, consents or other authorizations required from any authority;
- (d) there is a change in the control or ownership of the Service Provider;
- (e) the managing director of the Service Provider ceases to be employed by the Service Provider as managing director and a replacement, acceptable to the Regulator has not been appointed within six (6) months of the date such managing director has ceased to be so employed;
- (f) any security interest over an asset material to the provision of Services by the Service Provider becomes enforceable;
- (g) any Person takes possession of, or any process is levied, enforced upon or sued out against any asset material to the provision of Services by the Service Provider; or
- (h) any action or legal proceedings are started or any other steps are taken to bankrupt or liquidate the Service Provider or declare it insolvent.

7.3 A Service Provider may surrender its Service Licence upon giving six (6) months prior written notice to the Regulator.

7.4 The Regulator shall undertake reasonable measures to ensure that the supply of Services is not interrupted in the event that a Service Licence is or might be surrendered or revoked, including, but not limited to, collaborating with appropriate competent authorities in order to prevent such interruption of Service.

Section 8 Regulator's Fees

8.1 The Service Provider shall pay a non-refundable application fee to the Regulator on the date that the application form applying for the issuance or renewal of a Service Licence is submitted to the Regulator.

8.2 A Service Provider shall pay as an annual licence fee in twelve (12) equal instalments to the Regulator an amount not exceeding one and a half per cent (1.5%) of the gross turnover reported in its annual audited profit and loss accounts. The first instalment is due and payable on the first day of the calendar month following the month in which the Service Licence was issued to that Service Provider or renewed, and each subsequent instalment becomes due on the first day of each subsequent calendar month.

8.3 The annual licence fee shall be set to correlate to the expenses that the Regulator anticipates to incur in connection with issuance and monitoring Service Licences as set out in the annual action plan and annual budget prepared by the Regulator for the calendar year in which such annual licence fee becomes due and payable.

8.4 The Deputy Special Representative of the Secretary General for Economic Development and Reconstruction shall, in accordance with the recommendation of the Regulator, issue Administrative Instructions specifying the amount of fees payable pursuant to this Section or the method of calculating such fees.

Chapter 3 **Service Tariffs**

Section 9 Compliance with Service Tariffs

9.1 A Service Provider shall charge its Customers for its Services in accordance with Service Tariffs set or approved by the Regulator in accordance with this Regulation.

9.2 A Bulk Water Supplier shall charge a Service Provider for the supply of Bulk Water in accordance with Bulk Water Tariffs set or approved by the Regulator in accordance with this Regulation.

Section 10 Setting and Reviewing Tariffs

10.1 Every Service Provider or Bulk Water Supplier must apply to the Regulator in the form prescribed by the Regulator pursuant to the rules issued under Section 38.1(a) for the approval of every Tariff or any changes to an approved Tariff.

10.2 The Regulator shall set or, on the application of a Service Provider or Bulk Water Supplier, approve the Tariffs or any change to the Tariffs of a Service Provider or Bulk Water Provider upon consultation with the Customers' Consultative Committees.

10.3 A Tariff or any change to a Tariff shall be determined in accordance with the rules issued by the Regulator pursuant to Section 38.1(c) and with regard to the following criteria, whichever applicable:

(a) the Long-Run Marginal Cost of providing the relevant Service and any suitable economical criteria commonly applied when calculating a similar Service Tariff in the European Union;

(b) the efficiency of the Service Provider measured by reference to key performance indicators set out in the rules issued by the Regulator pursuant to Section 38.1(c);

(c) the cost of providing a connection for the relevant Service is met by the recipient of that Service and are not covered directly or indirectly by other recipients of Services from the Service Provider;

(d) the sufficiency of a Service Tariff to meet the operating and maintenance costs of the Service Provider and any capital expenditure plans of the Service Provider that have been approved by the Regulator;

(e) the need, if any, to harmonise a Service Tariff applicable to Services supplied to domestic users in an area with a population of not more than five hundred (500) and domestic users in more populous areas within the same Service Area;

(f) the responsibility of the Provisional Institutions of Self-Government, not Service Providers, to help low-income Customers pay their invoices;

(g) the requirement to foresee a basic Service Tariff that is calculated at cost of production covering the minimum amount of water that is sufficient and safe for personal and domestic use and to prevent disease;

(h) the method by which the Service Provider charges or proposes to charge the Service Tariff;

(i) the degree to which the Service Provider has, over the previous 12 month period:

(i) provided its Services in accordance with the applicable Service Standards;

(ii) complied with all relevant environmental standards applicable in Kosovo;

- (iii) reduced the quantity of Non-Revenue Water;
- (iv) increased the total number of invoices delivered to Customers and the percentage of all invoices collected.
- (j) the fee payable by the Service Provider pursuant to Section 8.2; and
- (k) a Tariff for Bulk Water that takes into account the cost of supplying Bulk Water to the relevant Service Provider and an appropriate margin of profit for the Bulk Water Supplier.

10.4 The Regulator may enter into a written agreement with a Service Provider or Bulk Water Supplier amending, supplementing or replacing the rules that apply to setting Tariffs pursuant to Section 38.1(c), including how and when such Tariffs may be changed upon consultation with the Customers' Consultative Committees.

10.5 Upon consultation with the Customers' Consultative Committees, a Tariff shall be reviewed by the Regulator in accordance with the rules issued under Section 38.1(c) on each anniversary of the date it was set or approved by the Regulator or at any other time the rules or an agreement with the Service Provider or Bulk Water Supplier specify.

Chapter 4

Service Standards

Section 11

Service Standards

11.1 The standards of service that apply to each Service shall be set out in rules issued by the Regulator pursuant to Section 38.1(d). Rules for Service Standards shall include the following:

- (a) For the provision of Water Services:
 - (i) The quality of water supplied by reference to standards imposed by the competent public health authorities;
 - (ii) The water pressure in the pipes;
 - (iii) The availability of water within each given period to be considered (average per day, month and/or year);
 - (iv) Number of interruptions and/or suspensions of Water Service in any given reference periods taken by the Regulator;

- (v) Response time for the investigation and repair of leakages in the Water Network; and
 - (vi) Time to process applications for Water Service and to complete installation of connections to the Water Network.
- (b) For the provision of Wastewater Services:
- (i) Frequency for sewer cleaning;
 - (ii) Frequency and time for repair of leakages and flooding in the Wastewater Collection System; and
 - (iii) Time to process applications for Wastewater Service and to complete installation of connections to the Wastewater Collection System.
- (c) For the provision of Waste Collection Services:
- (i) Schedule and frequency of collection of waste;
 - (ii) Communal container density;
 - (iii) Waste collection site housekeeping; and
 - (iv) Prevention of flying and loose debris.
- (d) For the provision of Waste Disposal Services:
- (i) Identification and quantification of waste delivered;
 - (ii) Operating hours of landfills and other waste disposal sites;
 - (iii) Site security and housekeeping procedures; and
 - (iv) Solid Waste quantity measurement.

11.2 Service Standards shall be reviewed by the Regulator in accordance with the rules issued under Section 38.1(d) on each anniversary of the date such rules were issued or at any other time as specified by the rules or an agreement referred to in Section 11.3.

11.3 The Regulator may enter into a written agreement with a Service Provider amending, supplementing or replacing the rules that apply to Service Standards pursuant to Section 38.1(d) or details of such Service Standards.

Section 12
Compliance with Service Standards

Subject to Section 13, a Service Provider shall comply with the Service Standards that apply to its Services.

Section 13
Exemptions for a Service Provider

13.1 A Service Provider may apply to the Regulator to be exempt from a particular Service Standard in the form prescribed by the Regulator pursuant to Section 38.1(d).

13.2 The Regulator may exempt in writing a Service Provider from complying with a Service Standard, taking into account the Customers' rights as set forth in the Customers' Charter and subject to conditions that the Regulator deems appropriate upon consultation with the Customers' Consultative Committees.

13.3 Any exemption granted to a Service Provider pursuant to this Section 13 for a period exceeding one (1) calendar year shall be reviewed by the Regulator on the anniversary of the date such exemption was granted and on each subsequent anniversary of thereafter.

Chapter 5
Customers' Charter

Section 14
Customers' Charter

14.1 The rights and obligations of Service Providers and Customers to each other shall be set out in rules issued by the Regulator pursuant to Section 38.1(e) and in the Service Contract.

14.2 The Customers' Charter shall be prepared in accordance with the provisions of the International Covenant on Economic, Social and Cultural Rights to ensure:

(a) access to the minimum essential amount of water that is sufficient for personal and domestic use and to prevent disease;

(b) the right of access to water and water facilities and services on a non-discriminatory basis considering the situation of any disadvantaged and marginalized groups of Customers;

(c) access under safe conditions and at no prohibitive waiting times to regular and safe water supply facilities and outlets;

(d) equitable distribution of all available water facilities and services;

(e) access of the entire population of Kosovo to adequate sanitation for the prevention of diseases linked to water; and

(f) gradual access of the entire population of Kosovo to water and sanitation services on an equitable and non-discriminatory basis.

14.3 Each Service Provider shall comply with its obligations under the Customers' Charter and the Service Contract.

Section 15 Service Contracts

15.1 Each Service Provider shall, within four (4) months of the date the Customers' Charter comes into force, enter into a contract with each of its Customers setting out the terms and conditions upon which it will provide Services to the Customer.

15.2 Each Service Contract shall be consistent with the Customers' Charter and shall be written in the form prescribed by the Regulator in Albanian, Serbian, English and, if appropriate, any other language more widely spoken by Customers in any location within the Service Area

Section 16 Register of Customers

16.1 Each Service Provider shall establish and maintain a list of Customers that have entered into a Service Contract (Register of Customers) in accordance with rules issued by the Regulator pursuant to Section 38. 1(f), and shall protect confidentiality and proper use of the data kept at such Register of Customers.

16.2 The Service Provider shall record in the Register of Customers whether a Customer is a Vulnerable Person or has a Vulnerable Person living on the premises occupied by the Customer, ensuring to the best of its ability that no Vulnerable Customer fails to be identified as such in the Register of Customers.

Section 17 Customers' Consultative Committees

The Regulator shall establish a Customers' Consultative Committee for each Service Area in coordination with the relevant Municipality, the relevant Service Provider and the KTA, for the purposes of:

- (i) consultation of Customers on any relevant issues pertaining to the provision of the Service; and
- (ii) for the resolution of complaints filed by the Customer that have not been properly dealt with by the relevant Customers' care departments or staff of the Service Provider.

Chapter 6

Disconnection of Water and Wastewater Services

Section 18

Prohibited Disconnections

18.1 No Water and Wastewater Service Provider shall Disconnect any Person except in accordance with the Service Contract, this Regulation, or any rules relating to Disconnections issued pursuant to Section 38.1(g). This Regulation and any rules issued pursuant to Section 38.1(g) shall supersede any conflicting terms and conditions in the Service Contract related to Disconnection.

18.2 A Water and Wastewater Service Provider shall not Disconnect the residence of any Vulnerable Person, unless such person is subject to a Collective Disconnection.

18.3 A Water and Wastewater Service Provider may Disconnect Water Services if:

(a) it is of the reasonable opinion that continuing to supply Water Services presents an immediate risk to the life or health of any natural Person;

(b) such Disconnection is required for operational or maintenance purposes;
or

(c) the demand for water exceeds supply,

provided that all reasonable steps have been taken to eliminate the risk to the life or health of any Vulnerable Person caused by such Disconnection and, in the case foreseen under paragraph (c) above, that such Disconnection has only been done after the Service Provider has rationed the available water to the best of its technical ability.

Section 19

Grounds for Disconnection

19.1 A Water and Wastewater Service Provider shall, upon the request of the Customer, Disconnect Water Services provided to premises occupied by the Customer in accordance with the Service Contract.

19.2 A Water and Wastewater Service Provider shall, upon the request of the Customer, Disconnect Water Services provided in accordance with the Service Contract to premises owned by the Customer, but occupied by another Person, if:

(a) the occupant has agreed that the premises may be Disconnected; or

(b) a Disconnection Notice has been delivered to the premises to be Disconnected in accordance with Section 20.2.

19.3 Subject to Section 20.1 and pursuant to Sections 20.2. and 20.3, a Water and Wastewater Service Provider may Disconnect a Customer if:

(a) the Customer has violated the Service Contract, provided that the Customer has been notified of such violation and has failed to remedy it within a reasonable period of time given for such purpose;

(b) the Customer does not pay, or enter into a Payment Arrangement to pay, an invoice related to Water and Wastewater Services within one calendar month of the date such invoice is due and payable;

(c) the Customer fails to make a payment required to be made pursuant to a Payment Arrangement when due and payable after notice and reasonable opportunity to make such payment;

(d) the premises are Unlawfully Connected;

(e) the Customer refuses to allow a representative of a Water and Wastewater Service Provider, duly identified with a card bearing his or her photo, access to its premises to install or read a meter or to inspect or repair any property of the Water and Wastewater Service Provider on the Customer's premises;

(f) there is a visible, external leak on the Customer's premises that the Customer has not repaired, or made arrangements with the Water and Wastewater Service Provider to have repaired, within five (5) Business Days of being requested to do so in writing by the Water and Wastewater Service Provider;

(g) the Customer has failed to pay a Guarantee Deposit when due and payable;

(h) there are reasonable grounds to believe that the Customer has fraudulently obtained Water Services;

(i) any Person has used Water Services supplied to the Customer's premises for an unauthorized purpose;

(j) the Water Services distribution network is at an immediate risk of severe loss or damage; or

(k) the premises to be Disconnected are not occupied.

Section 20 Procedure for Disconnections

20.1 A Water and Wastewater Service Provider shall make reasonable efforts to cause a Customer, who has violated the Service Contract or failed to pay an undisputed invoice or an amount due and payable pursuant to a Payment Arrangement,

to comply with the Service Contract or make the required payment before Disconnecting that Customer.

20.2 Except for Disconnections for reasons as set out in Sections 18.3(a), 19.1 or 19.3(j) and (k), the Service Provider shall deliver a written notice of its intention to Disconnect (Disconnection Notice) to the billing address and, if different, to the premises to be Disconnected at least ten (10) Business Days before the date on which the Disconnection will take place. If the premises to be Disconnected is a multi-unit building, the notice shall be posted at the entrance to the building and delivered to each unit within the building.

20.3 A Disconnection Notice shall be in Albanian, Serbian, English and, if appropriate, in any other language more widely spoken by Customers in any location within the Service Area and shall state:

- (a) the date on which the premises will be Disconnected;
- (b) the reason for that Disconnection and what action the Customer or occupier of the premises may take to prevent Disconnection;
- (c) the conditions and procedures for reconnecting the premises following the Disconnection;
- (d) the legal or administrative appeal mechanisms available to the Customer to react against a Disconnection effected in violation of the rules set forth in this Regulation or in any rules issued by the Regulator pursuant hereto;
- (e) the penalties that the Customer or occupier shall incur if it reconnects the premises to Water Services other than in accordance with the procedures set out in the Disconnection Notice;
- (f) the fees payable pursuant to Section 28; and
- (g) if the reason for Disconnecting the premises is the non-payment of an undisputed invoice, a Guarantee Deposit or a payment required under a Payment Arrangement:
 - (i) the total amount required to be paid and the time such amount must be received by the Service Provider in order to prevent Disconnection;
 - (ii) a itemised statement of the amounts owed to the Service Provider;
 - (iii) information about how to make a Payment Arrangement with the Service Provider or dispute an invoice; and

- (iv) the address and business hours of the office where payment is required to be made.

20.4 Disconnections shall be carried out by at least two (2) employees of the Water and Wastewater Service Provider, duly identified with a card bearing his or her photo.

20.5 Water Services shall not be Disconnected outside normal business hours or on any day which is not a business day.

20.6 A Water and Wastewater Service Provider may request the support of the police or KFOR to carry out a Disconnection if its employees are denied access to the premises by physical force or the threat of physical force.

Section 21 Collective Disconnections

21.1 No Service Provider shall Collectively Disconnect a Qualifying Group unless expressly authorised to do so in writing by the Regulator.

21.2 Collective Disconnections shall be permitted, if carried out in accordance with the terms of this Regulation and the rules issued pursuant to Section 38.1(g), and if a Water and Wastewater Service Provider can demonstrate to the satisfaction of the Regulator that:

- (a) the group of Customers the Water and Wastewater Service Provider proposes to Disconnect, is a Qualifying Group; or

- (b) the Service Provider has been physically precluded from taking meter readings or conducting maintenance activities within a defined area; or

- (c) there are a number of Unlawful Connections or reconnections as described in Section 26 in a specific geographical area that:

- (i) constitute a substantial proportion of all connections in that geographic area; and

- (ii) substantially interfere with the Service Provider's ability to manage the system.

21.3 A Service Provider's application to the Regulator to use Collective Disconnection procedures shall be accompanied by sufficient and verifiable evidence as required by the Regulator substantiating the conditions out in Section 21.2.

21.4. A Water and Wastewater Service Provider shall, among other matters required by rules issued pursuant to Section 38.1(g), provide the following information to the Regulator when applying for consent to a proposed Collective Disconnection:

- (a) if the Collective Disconnection involves a distinct geographic area, the point in the Water Services network at which the Collective Disconnection will take place;
- (b) the number and percentage of Customers within the Qualifying Group who are not of Good Standing;
- (c) copies of all undisputed invoices, the terms of any Payment Arrangement and any related demands for payment or relevant extracts of records for each Customer within the Qualifying Group;
- (d) evidence that the Water and Wastewater Service Provider has:
 - (i) issued a Public Announcement for a period of between three (3) and five (5) Business Days prior to the proposed Collective Disconnection stating when the Collective Disconnection shall take place, the geographical area that shall be affected, and the right of any Customers of Good Standing to claim compensation under this Regulation;
 - (ii) notified in writing the regional representatives of UNMIK Pillar II, KTA and the Municipality in the geographical area in which the proposed Collective Disconnection shall take place.

Section 22

Procedures for Collective Disconnections

Collective Disconnections shall be conducted in accordance with rules issued by the Regulator pursuant to Section 38.1(g) and the following procedures:

- (a) The initial Disconnection period shall be for not longer than forty-eight (48) hours;
- (b) Upon the conclusion of the initial Disconnection period, the Service Provider shall re-connect services for a period of not less than forty-eight (48) hours;
- (c) If, upon the reconnection of the Service the facts that have justified the Disconnection remain, the Service Provider shall effect a second Disconnection for another forty-eight (48) hour period followed by another reconnection for a further period of no less than forty-eight (48) hours;
- (d) If, upon the conclusion of the second reconnection period, the grounds for the Collective Disconnection remain, the Service Provider shall, upon approval by the Regulator, effect a Disconnection of indefinite duration with due consideration and provision for Customers in Good Standing affected by such Disconnection;

(e) If, at any time during the Disconnection procedure the grounds for the Collective Disconnection change such that the criteria for Collective Disconnection are no longer satisfied, the Service Provider shall immediately cease the Collective Disconnection process and restore supply; and

(f) Upon the conclusion of Collective Disconnection procedures described in this Section, all Customers that are members of the formerly Qualified Group and that remain not in Good Standing with the Service Provider shall remain subject to the individual Disconnection procedures as described in this Regulation.

Section 23 Good Faith Dispute

In the event of a Good Faith Dispute, a Water and Wastewater Service Provider shall not Disconnect Water Services provided that the Customer pays to the Service Provider the lesser of:

- (a) the amount, if any, of the invoice that is undisputed; or
- (b) the average amount of all undisputed invoices for:
 - (i) the previous six (6) months, if Services have been supplied for one (1) year or more; or
 - (ii) in any other case, the previous three (3) months.

Section 24 Unlawful Connections

24.1 No premises shall be Unlawfully Connected.

24.2 Subject to Section 24.3, the occupier of any premises that is Unlawfully Connected shall be liable to pay the Water and Wastewater Service Provider:

- (a) a penalty of one hundred (100) Euro;
- (b) the cost of upgrading the connection of the premises to Water Services that shall be no higher than the cost of establishing of a connection for new Customers; and
- (c) the cost of water that the Water and Wastewater Service Provider, upon consultation with the Regulator, estimates was provided to the premises from 1 January 2002, or, if the occupier can provide satisfactory evidence that it did not occupy the premises continuously from that date, for the period the premises were occupied by the occupier.

24.3 The occupier of any premises that is Unlawfully Connected shall not be liable for the penalties and costs set out in Section 24.2, if, within the Amnesty Period, the occupier:

(a) reports the Unlawful Connection to the Water and Wastewater Service Provider; and

(b) enters into a Service Contract with the Water and Wastewater Service Provider.

24.4 Any penalties or costs payable by a Customer under Section 24.2 may be added to the Customer's invoice.

24.5 Nothing in this Section shall affect the ability of any competent authority to take action under the applicable law against an owner or occupier of any premises that are Unlawfully Connected.

Section 25

Reconnection by the Water and Wastewater Service Provider

25.1 A Water and Wastewater Service Provider shall reconnect the premises of a Customer not later than two (2) Business Days after such Customer has paid all amounts due and payable to the Water and Wastewater Service Provider.

25.2 A Water and Wastewater Service Provider may refuse to supply Water Services to a Customer who has repeatedly failed to pay amounts due and payable to the Water and Wastewater Service Provider and may refuse to reconnect such a Customer and remove the Customer's water service connection. Any subsequent reconnection of the premises, whether on the request of the Customer or some other Person, shall be treated as a new connection and shall have no effect on the liability of the Customer for any outstanding amounts due and payable to the Water and Wastewater Service Provider.

25.3 A refusal of supply of Water Services in accordance with Section 25.2 above must be duly justified and notified in writing with information about the legal and administrative means available to the Customer to challenge such a decision.

Section 26

Unlawful Reconnections

26.1 Any Person, other than a Water and Wastewater Services Provider, which reconnects any premises to Water Services following a Disconnection, shall be subject to penalties specified by the Regulator. Any penalty payable by a Customer under this Section may be added to the Customer's invoice.

26.2 A Water and Wastewater Service Provider may confiscate all Water Services equipment, including all metering equipment, used at premises that are repeatedly reconnected to Water Services in contravention of Section 26.1.

Section 27 Guarantee Deposits

27.1 A Customer that has previously been Disconnected shall, if required by a Waste and Wastewater Service Provider, pay an amount not exceeding twice the Customer's average monthly invoice as a deposit for the provision of Water Services (Guarantee Deposit).

27.2 Subject to Section 27.3, the payment of a Guarantee Deposit shall not affect Customer's obligation to pay any other amounts due and payable to the Water and Wastewater Service Provider pursuant to the Service Contract.

27.3 A Water and Wastewater Service Provider may apply the Guarantee Deposit to any amounts due and payable by the Customer if such non-payment results in the Disconnection of the Customer.

Section 28 Fees and Compensation

28.1 A Water and Wastewater Service Provider may charge fees, the amount of which is to be approved by the Regulator pursuant to Section 10, for:

- (i) issuing a Disconnection Notice;
- (ii) a Disconnection;
- (iii) reconnecting premises following Disconnection; and
- (iv) upgrading an Unlawful Connection which amount cannot exceed the cost charged for a connection to new Customers.

28.2 In the event that a Water and Wastewater Service Provider fails to follow the Disconnection procedures established in the present Regulation or in the rules issued by the Regulator pursuant to Section 38.1(g), any affected Customer shall be entitled to receive adequate compensation deemed as appropriate to compensate the damage suffered by the Customer to be calculated and payable as determined by the Regulator from time to time.

28.3 In the event that a Water and Wastewater Service Provider Disconnects a Customer in Good Standing on occasion of a Collective Disconnection, the Water and Wastewater Service Provider shall compensate that Customer by crediting its future invoices with an amount equal to twice the average amount that the Customer would

have used had it had not been Disconnected or shall pay such compensation in cash whenever the Collective Disconnection lasts for more than three (3) calendar months.

Section 29

Appeal to Customers' Consultative Committee

29.1 Any Customer affected by a Disconnection or Collective Disconnection that has not been effected in accordance with the provisions of this Regulation or that has seen any other rights accorded under the Customers' Charter and the Service Contract violated by the Service Provider may file a complaint to the Water and Wastewater Service Provider that effected such Disconnection or Collective Disconnection or to the Service Provider found in violation of such rights.

29.2 If a Customer who has made a complaint to a Water and Wastewater Service Provider pursuant to Section 29.1 does not believe that its complaint has been satisfactorily resolved by the Service Provider within one calendar month of the date the complain reached the Service Provider, he may refer the matter in writing to the Customers' Consultative Committee located in the Service Area for resolution.

Chapter 7

Debts

Section 30

Forgiveness and Settlement of Past Debt

30.1 A Service Provider may, within the six (6) calendar months of the date this Regulation enters into force, forgive the Past Debts of a Customer in accordance with Section 30.2 and the rules issued by the Regulator pursuant to Section 38.1(h), provided that such Customer has:

- (a) entered into a Service Contract;
- (b) paid, or entered into and complied with a Payment Arrangement with the Service Provider for any amount of the Past Debts that cannot be forgiven pursuant to Section 30.2; and
- (c) if relevant, has disclosed any Unlawful Connection to the Service Provider.

30.2 The Past Debts of a Customer that shall be forgiven pursuant to Section 30.1 (h) are:

- (a) amounts billed prior to 31 December 2000; and
- (b) if the Customer is not an institution of public administration or government or an international Person, fifty per cent. (50%) of the amounts billed between 1 January 2001 and 31 December 2001.

Section 31
Payment Arrangements

31.1 A Customer that has not paid invoices, which are due and payable to a Service Provider, may request in accordance with rules issued by the Regulator pursuant to Section 38.1 (h) the Water and Wastewater Service Provider to enter into an arrangement for the payment in instalments of such invoices, provided that the Customer pays all future invoices from the Service Provider as soon as they become due and payable.

31.2 If any instalment payable under a Payment Arrangement is not paid within one calendar month of the date such instalment falls due, the whole amount outstanding under the Payment Arrangement shall immediately become due and payable unless any other measures have been agreed with the Customer to remedy such default.

31.3 The terms and conditions of any Payment Arrangement that the Service Provider has granted shall be confirmed in writing and delivered to the billing address of the Customer within five (5) Business Days of the granting of such arrangement.

Chapter 8
Enforcement

Section 32
Violations and Administrative Sanctions

32.1 A Service Provider shall be guilty of a violation and liable to pay an administrative fine of up to 50,000 (fifty thousand) Euro if it:

- (a) provides a Service without a Service Licence;
- (b) supplies false, misleading, or inaccurate information to the Regulator and thereby causing the Regulator to issue or renew a Service Licence;
- (c) breaches the conditions of its Service Licence or Service Standards and in doing so creates a serious risk to:
 - (i) human health or life;
 - (ii) the environment; or
 - (iii) assets needed for the provisions of services;
- (d) supplies Water unfit for human consumption; or

(e) abandons the provision of Service without a cause acceptable to the Regulator.

32.2 A Service Provider shall be guilty of a violation and liable to pay an administrative fine of up to 20 000 (twenty thousand) Euro if it:

(a) repeatedly or persistently breaches its essential duties as identified and set out in rules issued by the Regulator pursuant to this Regulation; or

(b) unlawfully discriminates against any Person or group of Persons.

32.3 A Service Provider shall be guilty of a violation and liable for an administrative fine of up to 5,000 (five thousand) Euro if it:

(a) fails to comply with this Regulation in any other instances than those pertaining to Sections 32.1 and 32.2. or any rule issued by the Regulator pursuant to this Regulation; or

(b) charges Tariffs that have not been set or approved in accordance with this Regulation.

32.4. The levy of any administrative fines for any violations foreseen in this Section shall not exonerate the Service Provider from the obligation to remedy such violations or compensate the Customer affected by it in accordance with this Regulation or any rules issued by the Regulator pursuant to Section 38.

Section 33 Warning Notice

33.1 If the Regulator, having made reasonable investigations, is satisfied that a Service Provider has committed a violation pursuant to Section 32, or that a Service Licence should be revoked for reasons set out in Section 7.2, it shall issue a written notice to such Service Provider (Warning Notice) stating:

(i) the nature of the violation the Service Provider is believed to have committed, the evidence supporting the belief that such violation has been committed, and the administrative fine for and other potential consequences of such violation; or

(ii) the reasons why the Regulator believes the Service Licence should be revoked, and the circumstances that warrant such revocation if not remedied within the period specified by the Regulator in the Written Notice;

(iii) that the Regulator may fine the Service Provider or, if relevant, revoke the Service Licence, if the circumstances giving rise to the violation, or

warranting the revocation of the Service Licence, are not remedied within the Warning Period; and

- (iv) that the Service Provider has 15 (fifteen) business days to provide the Regulator with a written statement of any matters it wishes to be taken into account in its defence, such as facts mitigation its liability and or any other relevant evidence.

33.2 At the end of the Warning Period, the Regulator shall issue a decision to the Service Provider stating:

- (a) whether a violation has been committed and whether the circumstances giving rise to such violation have been remedied to the satisfaction of the Regulator; or

- (b) whether circumstances warranting the revocation of the Service Licence have been remedied to the satisfaction of the Regulator; and

- (c) if the circumstances giving rise to the violation or warranting the revocation of the Service Licence have not been remedied to the satisfaction of the Regulator:

- (i) the amount of any administrative fine and when it is due and payable;

- (ii) that the Service Licence is revoked; and

- (d) the right of the Service Provider to apply within one (1) month to the Review Committee to review the decision.

33.3 Any administrative fine imposed on a Service Provider pursuant to Section 32 shall be due and payable to the Regulator:

- (a) one (1) month after the date on which the decision was issued by the Regulator; or

- (b) if the Service Provider has applied to the Review Committee to review such decision, the day that the Review Committee delivers its decision.

33.4 Interest at the rate of five per cent per annum (5%pa) shall accrue on any amount outstanding under Section 32 and shall be added to that amount on the first day of every month.

Section 34 Review Committee

34.1. A Service Provider may apply to the Review Committee to review any decision made by the Regulator pursuant to Section 33, provided that such application is made

in writing within 15 (fifteen) Business Days of the date of the Regulator's decision. For the avoidance of doubt, orders and rules issued by the Regulator pursuant to this Regulation shall also be subject to review by the Review Committee, if a Service Provider applies for such review.

34.2 The Review Committee shall be comprised of a Chairman appointed by the Deputy Special Representative of the Secretary General for Economic Reconstruction and Development, one member appointed by the Regulator and one member appointed by the Service Provider that has filed the request for review.

34.3 The Review Committee shall adopt the procedure to be applied in considering matters referred to the Review Committee.

34.4 After considering the representations of the Service Provider and the Regulator, the Review Committee shall give the Service Provider and the Regulator a detailed written decision within one (1) month that shall be made public, provided that any information from which it might be possible to identify a Customer, or any staff of the Service Provider or the Regulator shall not be disclosed without the consent of that person.

Section 35 Judicial Review

35.1 Any Service Provider may apply to a court of competent jurisdiction in Kosovo for judicial review of a decision of the Review Committee pursuant to Section 34.3, provided that such application is made within 1 (one) month of the date the Service Provider has been notified in writing of the relevant decision from the Review Committee. In reviewing such decision the court shall not substitute the Regulator's administrative discretion with its own discretion.

35.2. A Service Provider may request a court of competent jurisdiction to suspend a decision of the Regulator to revoke a licence if the Service Provider intends to apply for the decision to be reviewed and can demonstrate that the effects of such revocation by the Regulator would be irreversible in case the decision was overruled at a later stage by the Review Committee or a court of competent jurisdiction. Any such suspension shall terminate upon the decision of the Review Committee or the court of competent jurisdiction or, if earlier, the expiry of the period in which the Service Provider must apply to the Review Committee or the court for review.

35.3. In the event that the court finds that the Service Provider was not guilty of a violation or reduces the administrative fine previously imposed on it, the Regulator shall repay all or the relevant part of the amount it received on account of the administrative fine together with interest at the rate of one per cent per annum (1% pa).

Chapter 9 Miscellaneous

Section 36 Exemptions

36.1 Section 3 shall not apply to any Service Provider providing a Service at the time this Regulation enters into force, provided that such Service Provider or Bulk Water Supplier has applied to the Regulator for a Service Licence and for the approval of its Tariffs within thirty (30) Business Days of the date on which this Regulation enters into force and such application has not been determined by the Regulator.

36.2 Sections 11.1 and 14.2 shall not apply to any Service Provider that is providing a Service until twenty (20) Business Days after the date on which the Regulator issues the rules and prescribed forms referred to in Section 38.1(c).

Section 37 Written Communications

37.1 For the purposes of this Regulation, the Regulator may send any written communication to a Service Provider or Bulk Water Supplier by mail or courier to the address most recently supplied to the Regulator by such Service Provider or Bulk Water Supplier.

37.2 A written communication sent to a Service Provider in accordance with Section 37.1 shall be deemed received by the relevant Service Provider or Bulk Water Supplier within five (5) Business Days of the date on which the Regulator can prove it was sent.

Section 38 Rules Issued by the Regulator

38.1 The Regulator shall issue within two months of the effective date of this Regulation rules and prescribed forms related to:

- (a) applications for the issue, renewal or surrender of a Service Licence;
- (b) the general conditions of Service Licences;
- (c) setting and approving of Tariffs;
- (d) the standards of service that shall apply to each of the Services (Service Standards) and any exemptions to any of them;
- (e) the rights and obligations of Service Providers and their Customers generally (Customers' Charter) and the standard form Service Contract;
- (f) the Register of Customers;

(g) Disconnections, Collective Disconnections and other matters related to the connection of premises to Water and Wastewater Services; and

(h) forgiveness or settlement of Past Debt and Payment Arrangements.

38.2 After consultation with the Municipalities, the KTA and Service Providers, the Regulator shall issue rules establishing Consultative Committees and setting out their functions and operating procedures within three (3) months from the date this Regulation enters into force.

38.3 Any amendment, supplement or replacement to the rules issued under Section 38.2 shall be effected, after consultation with the relevant parties, in the manner agreed by the Regulator, the Municipalities, KTA and Service Providers.

38.4 The Regulator may at any time amend, supplement or replace the rules and prescribed forms issued pursuant to Section 38.1, provided it gives at least thirty (30) Business Days notice in writing to the Service Providers. Such notice shall state the nature of the amendment, supplement or replacement and when it shall take effect.

38.5 The Regulator shall provide each Service Provider with a free copy of rules issued under this Regulation and any amendment, supplement or replacement of such rules:

(a) on the date such Service Provider is issued with a Service Licence;

(b) within 5 (five) Business Days of the day on which such rules are issued, amended, supplemented or replaced; or

(c) within 5 (five) Business Days of the day on which the Regulator receives a request from such Service Provider for a copy of such rules, amendment, supplement or replacement of such rules.

Section 39 Prohibition on Unlawful Discrimination

A Service Provider shall not unlawfully discriminate against any Person on any grounds with respect to any matters set out in this Regulation or the rules issued pursuant to Section 38.

Section 40
Entry Into Force

This Regulation shall enter into force on the 26th day of November 2004.

Søren Jessen-Petersen
Special Representative of the Secretary-General