



**Water and Waste Regulatory Office**  
**Zyra Rregullatore për Ujë dhe Mbeturina**  
**Regulatorni Ured za Vodu i Otpad**



**WWRO – R 04 / W &WW**

**WATER AND WASTE REGULATORY OFFICE (“WWRO”)**

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**RULE**

**FOR CUSTOMERS’ CHARTER**

**ISSUED BY**

**WATER AND WASTEWATER SERVICES PROVIDERS IN KOSOVO**

**26 January 2005**

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## **PART I: GENERAL PROVISIONS**

### **Section 1: Authority for this Rule**

The Regulator issues this Rule under authority of the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers.

### **Section 2: Scope**

- 2.1. Water and Wastewater Service Providers are required to issue a Customers' Charter to all existing and future Customers as per the minimum contents and general layout as determined in this Rule as amended, supplemented and/or replaced by the Regulator from time to time.
- 2.2. The Customer's Charter, which shall be prepared based on this Rule, shall list the rights and obligations of the Customer and the rights and obligations of the Water and Wastewater Service Provider with respect to:
  - (a) Application for Service;
  - (b) Entering into and execution of Service Contracts;
  - (c) Request to Customers to effect deposits for equipment and to guarantee payments due to the Water and Wastewater Service Providers;
  - (d) Issue of Invoices and rules on payment of Invoices and the right of Water and Wastewater Services Providers to effect Disconnections in case of non-payment of Invoices; and
  - (e) Management of Customer's inquiries and complaints.
- 2.3. Water and Wastewater Service Providers are required to enter into a Water and Wastewater Services Contract with Customers using the format specified in this Rule and to Invoice Customers as specified in this Rule.

### **Section 3: Purpose**

The purpose of this Rule is to establish the contractual relationships between the Customers and Water and Wastewater Services Providers through the establishment and enforcement of rules in respect of:

- (a) Minimum content of the Customers' Charter and the system by which Water and Wastewater Service Providers draft and issue it to its Customers;
- (b) Minimum content and conditions of the Water and Wastewater Services Contract with Customers; and
- (c) Minimum content of the Invoice to Customers for Water and Wastewater Services rendered.

#### Section 4: Definitions

The terms and expressions used in these Rules shall bear the following meanings:

**Business Day** means any day other than Saturday, Sunday, or a day which is a public holiday in Kosovo;

**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 Water and Wastewater Services Contract with a Water and Wastewater Services Provider or has received services supplied by a Water and Wastewater Services Provider;

- i. **Domestic Customers** means any Customer classified by the Water and Wastewater Service Provider as a person using the Services at his or her residence or household;
- ii. **Commercial/Industrial Customer** means any person, legal entity or business organization classified by the Service Provider as a Customer using the Services for or in connection with the exercise of a commercial or industrial activity of any sort
- iii. **Institutional Customer** means any legal entity classified by the Service Provider as a governmental authority, local authority, international organization or institution that carries out activities of common or public interest and that it is not registered as a business organization in accordance with the UNMIK Regulation On the Registration of Business Organizations in Kosovo.

**Customers’ Charter** means the written document prepared by Water and Wastewater Services Provider and made known to each Customer that lists the rights and obligations of Water and Wastewater Services Providers and Customers to each other;

**Customers’ Consultative Committee** means a committee established by the Regulator for each Service Area to investigate and resolve Customer Complaints and to conduct surveys about Water and Wastewater Services;

**Customer's Service Pipe** means the pipe from the Service Provider’s distribution main to the Customer’s premises water meter that consists of two parts:

- i. **Connection Pipe** means the pipe to make the connection from the distribution main to the property line of the Customer’s Establishment and is the responsibility of the Service Provider;
- ii. **Supply Pipe** means the pipe from the property line of the Customer’s Establishment to the Customer’s premises water meter and is the responsibility of the Customer;

**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 Services Provider and “Disconnect” shall have similar meanings;

**Establishment** means a location at which Water Service and/or Wastewater Service is sought or is being provided;

**Invoice** means written notice to pay for Water or Wastewater Services, which specifies the amount due and owing, and the period for which the service was provided, issued by the Water and Wastewater Services Provider to a Customer in Albanian, English, and Serbian languages;

**KTA** means 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 as per the applicable law, and “Lawfully Connected” shall have a similar meaning.

**No Objection Letter** or “NOL” means a letter issued by the Regulator stating no objection to whatever action it responds, however it does not convey endorsement or approval;

**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 as defined and regulated in the appropriate Past Debt Rule as issued, amended, or supplemented by the Regulator from time to time;

**Payment Arrangement** means an arrangement to pay Past Debt entered into and between a Customer and a Water and Wastewater Services Provider, as defined and regulated in the appropriate Past Debt Rule as issued, amended and/or supplemented by the Regulator from time to time;

**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;

**Publicly Owned Enterprise** means an Enterprise that was created as publicly-owned by the Province of Kosovo, a municipality, or other “Regulator” means the authority responsible for the economic regulation of Service Providers under the applicable law;

**Regulator** means the authority responsible for the economic regulation of Water and Wastewater Services Providers;

**Review Committee** means the committee to review decisions of the Regulator that is established as per the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers.

**Service** means any Water and Wastewater 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 License** means a license issued by the Regulator authorising a Publicly Owned Enterprise to provide Water Services and/or Wastewater Services to the public;

**Service Standard** means the numeric value of an operations or maintenance parameter set at a level to ensure quality, safety, and reliability of the (a) delivery of piped water to Customers and operation and maintenance of the Water Network; or (b) collection of wastewater from Customers and operation and maintenance of the Wastewater Collection System;

**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 as per 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, pursuant to the UNMIK Regulation No. 2003/28, Law 2003/15 On Social Assistance Scheme in Kosovo; or
- ii. any Customer classified by the Ministry of Labour and Social Welfare as indigent destitute, and advised to the Water and Wastewater Service Provider as entitled to have his invoice paid by the competent social welfare authorities.

**Wastewater Collection System** means all assets used for and/or in connection with the provision and/or receipt of Wastewater Services either belonging to the public domain or to the Water and Wastewater Service Providers;

**Wastewater Services** means collecting, disposing, and treating wastewater and sewage, and operating networks and facilities for such purpose;

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

**Water Network** means all assets used for and/or in connection with the provision and/or receipt of Water Services either belonging to the public domain or to the Water and Wastewater Service Providers;

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

**Water and Wastewater Services Contract** means the standard contract that shall be entered into and between the Water Service Providers and the Customers governing the provision of Water Services and Wastewater Services and the rights and obligations of the parties to such contract established in connection with the provision of the said services or, in the absence of such written contract, the standard terms and conditions of supply of Water Services practiced by the Water Services Providers to its Customers;

#### Section 5: Rules of Interpretation

In this Rule:

- (a) Any terms and expressions used in this Rule, not specifically defined herein and that might be in question, shall bear the meanings as defined in the legal acts referred to in the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers.
- (b) References to a Rule shall be construed as meaning any Rule issued, modified, amended, supplemented, and/or replaced by the Regulator from time to time as per the powers that have been granted to the Regulator; and
- (c) The singular includes the plural and vice versa; and
- (d) Words of any gender used in the present Regulation shall include any other gender; and

- (e) References to Parts, Chapters, and Sections are, unless otherwise expressly stated, references to Parts, Chapters and Sections of this Rule.

#### Section 6: Applicability

All currently existing Water and Wastewater Service Providers are required to comply with this Rule in a manner that is non-discriminatory.

### **PART II: RIGHTS AND OBLIGATIONS**

#### **Chapter 1: Rights and Obligations of Customers**

##### Section 7: Rights of Customers

The Customer has the right to:

- (a) Be connected to the Water Networks and Wastewater Collection System whenever technically and economically feasible;
- (b) Access in a non-discriminatory manner to Water and Wastewater Services subject only to entering into a Water and Wastewater Services Contract and payment of the respective Invoices issued for such services rendered;
- (c) Receive Water and Wastewater Services at the minimum levels of quality, safety and reliability determined by the Regulator and to be informed of such Service Standards at all times;
- (d) A fair, lawful and transparent invoicing for the Water and Wastewater Services rendered as per Rules approved by the Regulator;
- (e) Be informed on his rights and obligations as foreseen in the Customers' Charter and under the Water and Wastewater Services Contract;
- (f) Access to all his personal data filed at the Water and Wastewater Service Provider's files or computer records or both and to correct any inaccurate data found in such files and records;
- (g) The protection of the confidentiality of personal data filed and processed by the Water and Wastewater Service Providers in the manner prescribed in this Rule;
- (h) Be informed by the Water and Wastewater Service Provider that it has requested permission from the Regulator for the release of its personal data and proprietary information as well as the nature, description and type of data and information for which a release and disclosure request has been made;
- (i) Complaint on any facts or events that might constitute a default by the Water and Wastewater Service Providers of their obligations imposed under the Customers' Charter, the Water and Wastewater Services Contract, or in any other applicable Rule and/or Order issued by the Regulator and to have any of such complaints processed and treated by the Water and Wastewater Service Providers in a fair and timely manner.



## Section 8: Obligations of Customers

The Customer has the obligation to:

- (a) Enter into a Water and Wastewater Services Contract with the Water and Wastewater Service Provider in the time and manner stipulated in this Rule;
- (b) Proceed to the prompt and timely payment of all Invoices issued by the Water and Wastewater Service Providers for the Water and Wastewater Services rendered;
- (c) Proceed to the payment or otherwise settle Past Debts due for the rendering of Water and Wastewater Services in the manner prescribed in the WWRO Rule on Past Debt Settlement and Forgiveness;
- (d) Inform the Water and Wastewater Service Provider when the Customer is a Vulnerable Customer or when the Customer is visually impaired;
- (e) Collaborate with the Water and Wastewater Service Providers in all reasonable matters requested to facilitate the provision of Water and Wastewater Services;
- (f) Facilitate and allow access during normal working hours in Business Days or at any time and/or any other days in case of an emergency of Water and Wastewater Service Providers to their Establishment for the purpose of installation, upgrading, removal, repair, maintenance and inspection of all assets located therein that are a part of the Water Network;
- (g) Facilitate and allow access of Water and Wastewater Service Providers to their Establishment for the purpose of reading the meters that indicate consumptions of water
- (h) Respect the integrity of such meters, refrain from tampering with the same and/or to put on or do to the meters any works not authorized by the Water and Wastewater Service Providers;
- (i) Protect and respect at all times the integrity and good standing of all assets located at their Establishment that are a part of the Water Network and any other assets connected to and/or used for the provision and/or receipt of Water and Wastewater Services and make a prudent use of the same as per the technical specifications and/or instructions of the Water and Wastewater Service Providers, whether such assets are of the Customer' property or of the public property domain operated by the Water and Wastewater Service Providers;
- (j) As per sub-section (g) above, promptly repair leakage in piping and plumbing that is the Customer's responsibility;
- (k) Promptly notify the Water and Wastewater Service Providers of any facts or circumstances that are evidently capable of causing any disruption on the supply of Water and Wastewater Services and/or any deterioration of the assets that are part of the Water Network and/or used for and/or in connection with the provision and/or receipt of Water and Wastewater Services occurred in their properties.

## **Chapter 2: Rights and Obligations of Water and Wastewater Service Providers**

### **Section 9: Rights of Water and Wastewater Service Providers**

A Water and Wastewater Service Provider shall have the right to:

- (a) Invoice the Customers for the Water and Wastewater Services rendered as per lawful Service Tariffs for the provision of Water and Wastewater Services as approved by the Regulator from time to time;
- (b) Receive timely payment of the Invoices issued to the Customers for the payment of lawful Service Tariffs as issued, amended, supplemented and/or replaced and as calculated and applied as per the WWRO Rule on Service Tariffs;
- (c) Collect, maintain, update, process, and use personal data of the Customers for the sole and exclusive purpose of provision of and Invoice for Water and Wastewater Services in strict accordance with the determinations of the Regulator in this respect as set forth in this Rule and/or as determined by the Regulator from time to time;
- (d) Use, operate, maintain, repair and replace assets belonging to the public domain used for and/or in connection with the Water Network and/or used for and/or in connection with the provision and/or receipt of Water and Wastewater Services as per the terms set forth in the Service License granted by the Regulator for the provision of such services;
- (e) Operate exclusively in the Service Areas defined in the Service License granted by the Regulator to authorize the provision of Water and Wastewater Services;
- (f) Proceed to the immediate Disconnection of any Unlawful Connection established on the Water Network and/or on any assets or systems used for and/or in connection with the provision and/or receipt of Water and Wastewater Services as per the determinations of the Regulator outlined in the WWRO Rule on Disconnections;
- (g) Proceed to any immediate Disconnection of any Customers in case of any serious disruption or malfunctions in the Water Network or in any assets or systems used for or in connection with the provision or receipt of Water and Wastewater Services in case of immediate or potential threat or danger to the integrity of such Water Network or other assets or systems or to the human life or the environment, as per the WWRO Rule on Disconnections;
- (h) Proceed to the Disconnection of Customers that have failed to make timely payment or make Payment Arrangements for Invoices issued for Water and Wastewater Services calculated as per lawful Service Tariffs as approved by the Regulator from time to time;
- (i) Proceed to Collective Disconnections in areas where metering and Invoicing of Water and Wastewater Services indicate that a given majority of Customers has failed to pay their Invoices in a timely manner as per the determinations of the Regulator outlined in the WWRO Rule on Disconnections;

- (j) Access to the facilities and premises of the Customers for purposes of metering of water consumptions and for any works required for the repair and/or maintenance, inspection and/or protection of assets pertaining to the Water Network and/or of any other assets or systems used for the provision and/or receipt of Water and Wastewater Services in the manner prescribed by the Regulator from time to time as set forth in the Customers' Charter;
- (k) Access to any other public or private property for the same purposes set forth in the preceding paragraph as per and respecting the procedures and limitations set forth in the property and real estate legislation in force in Kosovo.

#### Section 10: Obligations of Water and Wastewater Service Providers

A Water and Wastewater Service Provider shall have the obligation to:

- (a) Respect all terms and conditions of the Service License to be issued and enforced by the Regulator to authorize the provision of Water and Wastewater Services;
- (b) Allow the Customers to be connected to the Water Network and/or to the assets and systems used for and/or in connection with the provision and receipt of Water and Wastewater Services as per the terms of the Service License and/or the provisions of the Customers' Charter when technically and economically feasible as determined by the Regulator from time to time;
- (c) Provide to all Customers that so solicit Water and Wastewater Services when technically and economically feasible as per the terms of the Service License and/or the provisions of the Customers' Charter;
- (d) Comply with the terms of their public interest obligation of providing Water and Wastewater Services to rural areas within their Service Areas as per the terms of the Service License and/or the provisions of the Customers' Charter;
- (e) Invoice to the Customers only lawful Service Tariffs calculated and invoiced in strict accordance with the determinations of the Regulator as issued and enforced from time to time and refrain from charging any other unauthorized amounts to the Customers;
- (f) Not engage into any activities or businesses that may be incompatible with the public service obligations undertaken under the terms of the Service Licenses, the provisions of the Customers' Charter and/or in any other lawful Rules;
- (g) Comply with any minimum Service Standard of quality, safety, and reliability of service as foreseen under the Service License, the Customers' Charter, and/or in any other lawful Rules;
- (h) Make a prudent use of and assure the proper maintenance of the public domain assets and/or of any private assets pertaining to the Water Network and/or any other assets and/or systems used for and/or in connection with the provision and/or receipt of Water and Wastewater Services as per the terms of the Service License and/or of any other Rules;

- (j) Provide information to the Customers and/or to the general public as per the terms prescribed in the Service License, the Customers' Charter, and/or in any other applicable Rules;
- (k) Record Customers who are Vulnerable Customers or visually handicapped and provide appropriate services to support and to communicate with these Customers;
- (l) Receive, reply to and treat in a fair and timely manner any Customers' complaints and keep a record of such complaints as per the terms set forth under the Customers' Charter and/or in any other applicable Rules; and
- (m) Be responsible for providing potable drinking water to quality standards for human consumption as set by the Institute of Public Health of Kosovo, from time to time, or in their absence to World Health Organization Guidelines, to the interface of the Water Network and the Customer's Service Pipe.

### **PART III: CUSTOMERS' CHARTER**

#### **Chapter 3: Content and Preparation**

##### **Section 11: Contents of Customer's Charter**

The Customers' Charter shall list the rights and obligations of Customers and Water and Wastewater Services Provider as specified in this Rule and the minimum level of service delivery the Water and Wastewater Services Provider shall endeavour to provide to its customers.

##### **Section 12: Language of Customers' Charter**

- 12.1. The Customers' Charter shall be issued in one or more of the languages officially in use in Kosovo and shall be made available to the Customer by the Water and Wastewater Services Provider as per the language preference demonstrated by the Customer.
- 12.2. If the Customer has not demonstrated any preference for any of the languages in use in Kosovo, the Water and Wastewater Services Provider shall issue the Customers' Charter to the Customer in the language more widely spoken in the geographical area of the location of the Customer's Residence and/or Establishment.

##### **Section 13: Preparation of Customers' Charter**

Within six (6) months of the effective date of this Rule, each Service Provider shall prepare a Customers' Charter that includes at minimum the dispositions specified in this Rule although the Water and Wastewater Service Provider may add other details as per its particular commercial and Customers' relations policies.

#### Section 14: Regulator Review of Service Provider's Customers' Charter

Each Service Provider shall submit their draft Customers' Charter to the Regulator who shall review and, within twenty (20) Business Days of receiving, either return for revision or issue a No Objection Letter.

#### **Chapter 4: Issue of Customers' Charter**

#### Section 15: Issue of the Customers' Charter

- 15.1. Water and Wastewater Service Providers will give to each Customer and to every member of the Water and Wastewater Service Provider's staff in a printed form either the complete Customers' Charter or a summary approved in advance by the Regulator in a manner similar to Section 14.
- 15.2. Water and Wastewater Service Providers shall keep at all times a reasonable supply of copies of the Customer's Charter in an amount sufficient to distribute free of charge one copy to each Customer upon request and to have additional copies in the office for new Customers and new members of the Water and Wastewater Service Providers staff.
- 15.3. Additional information on full technical and/or commercial details of the Water and Wastewater Services will be available free of charge on demand by the Customer to the Water and Wastewater Service Provider.

#### Section 16: Dissemination of the Customers' Charter

- 16.1. Water and Wastewater Services Providers shall disseminate copies of the Customers' Charter at the same time as obtaining signatures on the Water and Wastewater Services Contract to all Customers that have requested a copy of such document and/or a copy of an information paper containing a short summary of the main features of the Customers' Charter as it is determined by the Regulator from time to time.
- 16.2. In addition, the Water and Wastewater Services Providers shall disseminate the Customers' Charter to its Customers and/or to the general public by the following means when economically and technically feasible at their own initiative and/or whenever so determined by the Regulator from time to time:
  - (a) Through its publication at the internet site of the Water and Wastewater Services Providers and/or at the site of the Regulator;
  - (b) Advertisement of the Customers' Charter and or its amendments and/or supplements in the printed media;
  - (c) Distribution of copies of the Customers' Charter through public libraries, public information offices, public relations offices of public and private entities where areas of public circulation are available;

- (d) Keeping at least three printed copies of the Customers' Charter in each of its English, Albanian and Serbian versions at the offices of the Water and Wastewater Service Providers.

#### Section 17: Costs for Preparing, Printing and Issuing Customers' Charter

Water and Waste Services Provider shall be solely responsible for the all costs associated with preparing, printing and issuing the Customers' Charter and shall include all such costs in the calculation of Service Tariffs.

### **Chapter 5: Modification of Customer's Charter and Re-Issue**

#### Section 18: Modification of Customers' Charter

Water and Waste Service Providers shall submit in advance any substantial changes they propose to introduce in their Customers' Charter to the Regulator for review that shall be made as per Section 14.

#### Section 19: Issue of Modified Customers' Charter

Within one (1) month of receiving Regulator's No Objection Letter, Water and Wastewater Service Providers shall issue and divulge to the Customers and to the general public the modifications to the Customers' Charter as per Section 15.

#### Section 20: Re-Issue of Customers' Charter

In the event there are no modifications, Water and Wastewater Service Providers shall re-issue their Customers' Charter, or an updated summary document approved in advance by the Regulator, to all Customers without charge every two (2) years as per Section 15 and Section 16.

### **PART IV: WATER and WASTEWATER SERVICES CONTRACT**

#### Section 21: Contents of Water and Wastewater Services Contract

- 21.1. All Water and Wastewater Service Providers are required to enter into in writing with all their Customers a Water and Wastewater Services Contract that shall contain the essential contractual terms and conditions applicable for the provision of Water and Wastewater Services.
- 21.2. Water and Wastewater Services Contracts must be entered into substantially in the form as provided in Appendix 2 to this Rule, although Water and Wastewater Service Providers may include additional other information and/or stipulations not inconsistent with the standard form for Water and Wastewater Services Contracts.
- 21.3. Water and Wastewater Services Contract shall refer to and when appropriate summarize the key provisions of the Customers' Charter.

## Section 22: Regulator Review of Water and Wastewater Services Contracts

- 22.1. Water and Wastewater Service Providers shall prepare and submit to the Regulator a draft Water and Wastewater Services Contract prepared substantially in the terms foreseen under Appendix 2 to this Rule within (one) month from the date of entry into force of this Rule.
- 22.2. Within twenty (20) Business Days from the date of receipt of the draft Water and Wastewater Services Contract the Regulator shall send to the Water and Wastewater Services Providers either:
  - (a) a No Objection Letter; or
  - (b) a decision as to which particular stipulations of the draft Water and Wastewater Services Contract would need to be amended to conform such draft contract to the provisions of this Rule and/or to the essential features of the Water and Wastewater Services Contract pursuant to the standard form attached as Appendix 2 to this Rule.
- 22.3. In the event foreseen under paragraph (b) of Sub-section 21.2. above the Water and Wastewater Services Providers shall introduce the amendments to the draft Water and Wastewater Services Contract as determined by the Regulator and resubmit such draft to the Regulator within ten (10) Business Days.
- 22.4. Further to the receipt of the No Objection Letter from the Regulator the Water and Wastewater Services Providers shall finalize the Water and Wastewater Services Contract and shall initiate the system of entering into such contract with all its Customers within six (6) months from the date of entry into force of this Rule.

## Section 23: Modification of Water and Wastewater Services Contracts

- 23.1. Water and Waste Service Providers may submit at any time to the Regulator any substantive changes they propose to their Water and Wastewater Services Contract and the Regulator shall review such amendments to such contracts as per Section 22.
- 23.2. Any modifications to the Water and Wastewater Services Contracts shall be entered by the Water Services Providers with all their Customers as per the rules stipulated in Section 22.

## **PART V: REGISTER OF CUSTOMERS**

### **Chapter 6: Register of Customers**

## Section 24: Registration of Customers

- 24.1 The Water and Wastewater Service Provider shall organize and maintain a Register of Customers that have entered into a Water and Wastewater Services Contract that shall be available for all Customers to verify their inclusion in such record and the accuracy and completeness of their personal data registered therein.

- 24.2 The Register of Customers can be used for preparing and issuing Customer Invoices and other communications to Customers.
- 24.3 Water and Wastewater Service Provider shall prepare in writing instructions for Customers who want to inspect their records at the Register of Customers and send a copy of these instructions to the Regulator who shall periodically inspect to assure compliance.

#### Section 25: Content of Records of Customer

- 25.1 Records to be filed at the Register of Customers shall include at minimum the following data:
- (a) A single Customers' identification number that shall not be reused after a Customer ceases to be a Customer;
  - (b) A unique Account Number for each Customer's Service Pipe;
  - (c) Customer's name and address or address of the Establishment served with Water and Wastewater Services;
  - (d) Address where Invoices should be sent to the Customer if different from any of the addresses in sub-section (c) above;
  - (e) Customer's water use category as established for purposes of computation of the Service Tariffs applicable as per the Rule on Service Tariffs;
  - (f) The diameter of the connection pipe to the Water Network;
  - (g) Customer water meter identification number and size;
  - (h) Particulars of the Water and Wastewater Services Contract signed with the Customer including the date of its signature and date of entry into force;
  - (i) Particulars of any Contract of Past Debt and/or any Payment Arrangements entered with the Customer;
  - (j) Customers current account evidencing all relevant historical data of the Customer as to all Invoices issued and status of their payment over at least a twenty-four (24) month period;
  - (k) Any entry evidencing the Customer as a Vulnerable Customer made pursuant to Section 25 below;
  - (l) Water and Wastewater Service Providers may add any additional data relevant to their effective operations and provision of Water and Wastewater Services to the Customer such as technical data on connections to the Water Network, meters, and technical history of such connections and of all repairs and maintenance work made on such connections and number of members of the Customer's household.
- 25.2 It is expressly and strictly forbidden to store the following data at the Register of Customers:
- (a) Religion or religious affiliation of the Customers,
  - (b) Ethnicity of the Customers;



- (c) Gender of the Customers
- (d) Political affiliation of Customers;
- (e) Affiliation of Customers in any other associations, social groups or organizations of any kind; and
- (f) Any other private data of Customers not required for the provision of Water and Wastewater Services and any data which storage is forbidden under any other applicable law in Kosovo.

25.3 Water and Wastewater Services Providers shall promptly remove from the Register of Customers any forbidden data and/or any personal data of Customers that has been deemed as not suitable for storing or using by:

- (a) Any order of the Regulator;
- (b) Any order issued by any other competent public authority of Kosovo;
- (c) Any order issued by any court of Kosovo of competent jurisdiction; and/or
- (d) Any recommendation issued by the Ombudsperson Institution of Kosovo as endorsed and enforced by the Regulator.

#### Section 26: Vulnerable Persons and Visually Impaired

- 26.1. 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.
- 26.2. The Service Provider shall record in the Register of Customers whether a Customer is a visually impaired and, upon request, provide appropriate communications.

#### Section 27: Format of Records in the Register of Customers

Each Water and Wastewater Service Provider will maintain records on paper pertaining to the Register of Customers and shall also maintain, when technically and economically feasible, electronic records using any computer software program widely used throughout Kosovo and which use the Regulator has approved.

### **Chapter 7: Security Of Data Stored In The Register Of Customers**

#### Section 28: Security and Protection of Customers' Data

- 28.1 The Water and Wastewater Service Provider shall protect the personal data in the Register of Customers and not release the data without prior approval of the Regulator as per any orders issued by the Regulator in this respect from time to time.
- 28.2 The Water and Wastewater Service Providers shall also:
  - (a) Secure the data stored in the Register of Customers by the use of adequate protection devices and systems such as passwords, systems of intrusion alert

and other adequate means and by strictly limiting the number of its employees authorized to access to the Register of Customers;

- (b) Refrain from using the Customers' data for any purposes other than those strictly and directly connected with the provision of Water and Wastewater Services;
- (c) Refrain from granting access to the Register of Customers to any third parties other than the Regulator, other public authorities expressly empowered to access to the Register of Customers as per any applicable law in Kosovo and other entities acceding the Register of Customers pursuant to a applicable order issued by any court of Kosovo with competent jurisdiction.

#### **Section 29: Report to Regulator on Customer Services Contracts**

The Regulator shall monitor the entering into Water and Wastewater Services Contracts as per a regular report that the Water and Wastewater Service Providers shall be obliged to prepare and to deliver to the Regulator as per Section 43.

### **PART VI: INVOICE FOR SERVICES**

#### **Chapter 8: Customer Invoices and Payment Reminders**

##### **Section 30: Issue of Customer Invoice**

- 30.1. Water and Wastewater Service Providers shall invoice their customers at least once every two months, but preferably once each month.
- 30.2. Invoices shall be issued in printed form and delivered by post or in person to the address of record of the Customer.
- 30.3. Invoices shall be in one or more of the languages officially in use in Kosovo as per the preference demonstrated by each Customer.
- 30.4. If the Customer demonstrates no preference, or until such preference is communicated to the Water and Wastewater Service Provider, Invoices shall be issued in the more widely spoken language in each relevant geographical area within each given Service Area.
- 30.5. Notwithstanding subsections 30.3 and 30.4, an Invoice can show all three (3) languages officially in use in Kosovo but must be legible.
- 30.6. Appropriate communication shall be used for Customers who are visually impaired.

##### **Section 31: Content of a Customer Invoice**

- 31.1. Water and Wastewater Service Provider will include the following information on each Invoice for all Customers:
  - (a) A unique Invoice Number;

- (b) The Customer's contact details, category (Domestic or Commercial-Industrial, or Institutional) and Customers' single identification number;
  - (c) The address of the property at which the Water and Wastewater Services have been provided or delivered;
  - (d) The amounts the Customer is required to pay discriminated as per each of the items listed in the following Sub-section 2. and added to make the grand total that the Customer must pay;
  - (e) The date by which the Customer is required to pay the grand total amount showed in the Invoice;
  - (f) The grand total amount must be shown clearly;
  - (g) The methods by which the Customer can pay the Invoice and information about help which may be available if a Customer is experiencing financial difficulties;
  - (h) A telephone number for enquiries about the Invoice and a 24 hour emergency service number; and
  - (i) Any outstanding credit or debit balance from previous Invoices and payments made by the Customer since the last Invoice was sent;
- 31.2. Water and Wastewater Service Provider must separately itemize the following charges on any Invoice issued by it:
- (a) A fixed service availability charge for provision of a water supply and for provision of wastewater services;
  - (b) A water usage charge, including the date and result of the current and previous meter reading;
  - (c) A notional water usage charge, where the property is connected to water service but no meter is attached;
  - (d) A wastewater volumetric charge;
  - (e) Any other charge in connection with the provision of water or wastewater, such as a charge for services provided, either at the request of the Customer or due to the failure of a Customer to perform an obligation such as fines for delayed payments, disconnections, reconnections, or other approved charges;
  - (f) All charges that incur Value Added Tax (VAT) will be shown as an inclusive item and the total VAT owed by the Customer will be shown as a separate item.

#### Section 32: Payment Reminders and Disconnection for Non-Payment

- 32.1. The Water and Wastewater Service Provider shall be required to issue and send to Customers the following reminders in case of lack of payment of any Invoice in the respective payment due date:
- (a) the first reminder must urge the Customer to pay the Invoice within five (5) Business Days or suffer a Disconnection;
  - (b) the second reminder must urge the Customer to pay the Invoice within five (5) Business Days or suffer a Disconnection and must be written in red colour

clearly stating that in case of non-payment of the overdue amount the Disconnection shall be effected without any further warning.

- 32.2. The reminder notices for the payment of overdue Invoices that must be issued as per this Section shall be made in writing and delivered to the Customers in the same languages of the overdue Invoices.
- 32.3. Water and Wastewater Service Providers are obliged to proceed with the Disconnection of Customers failing to pay any Invoice further to the last period granted for such purpose under the last red-color reminder issued and delivered pursuant to this Section as per the Regulator's Rule on Disconnection of Water Services.

## **Chapter 9: Payment of Customer Invoice**

### Section 33: Payment of Customer Invoice

- 33.1. Water and Wastewater Service Provider shall inform Customers in writing of methods of Invoice payment that should be aimed to facilitate payment of Invoices as much as possible and that may include, payment through bank automatic machines and bank transfer whenever technically and economically feasible.
- 33.2. Water and Wastewater Service Provider shall establish payment stations including at their offices, and local banks or post offices or both that must be as close as possible to the residences and/or place of business of the Customers and must have days and hours of operation accessible to most Customers.

### Section 34: Locations to Obtain and Pay Customer Invoices

- 34.1. Upon approval of the Regulator, Water and Wastewater Service Provider can require the Customer to come to pre-established, convenient locations to get and pay their Invoice.
- 34.2. The Water and Wastewater Service Provider shall send a letter to the Regulator with
  - (a) details about the locations and their days and hours of operation;
  - (b) map of the Service Area with locations marked;
  - (c) method of publicizing to Customers the procedure, location, days and hours of operation to get and pay their Invoice and receive receipt of payment;
  - (d) procedure for Customers to make arrangements to have Invoice delivered to their location and payment for such service.
- 34.3. In response to a request submitted as per sub-section 34.2 above the Regulator shall review within twenty (20) Business Days, inform Water and Wastewater Service Provider in writing of its approval or reasons for refusal, and shall establish a period of time of not less than four (4) months nor more than six (6) months to evaluate results.

- 34.4. During the evaluation period, the Regulator shall make periodic inspections and the Customers Consultative Committee for the Service Area shall conduct surveys to evaluate effectiveness and convenience of the invoice payment scheme in this section for Customers including payment locations, hours of operation, and accessibility.
- 34.5. Regulator shall use findings from the surveys and inspections to determine whether or not to allow Water and Wastewater Service Provider to continue this method of Invoice delivery and payment and shall communicate results in writing to the Water and Wastewater Service Provider no later than nine (9) months after the initial approval in sub-section 34.3 above.

## **Chapter 10: Customer Invoices for Multiple Accounts**

### **Section 35: Customer Invoices for Multiple Accounts**

- 35.1. When a Water and Wastewater Service Provider invoices a single Customer for multiple accounts, the Invoice shall include a summary page listing each account number, account name, amount due for each account and the aggregated total amount due by the Customer for all those accounts.
- 35.2. When a Water and Wastewater Service Provider receives payment from a single Customer for multiple accounts, the payment shall be allocated by the same order and designation of each account according to the summary page listing unless the Customer indicates otherwise.

## **Chapter 11: Past Invoice History**

### **Section 36: Provision to the Customer of Past Invoice History**

- 36.1. Each Water and Wastewater Service Provider, upon the request of one of its Customers, shall provide the past Invoices information of such Customer as provided in the same language used for the issue of such past Invoices.
- 36.2. The minimum data provided on past Invoices shall include the following presented in a format easily understandable for an average Customer without any technical background:
- (a) a clear specification of the months and years of data supplied with a minimum of twelve (12) months unless Customer has had service for a period less than that; and
  - (b) a clear itemization of the amount for each Invoice rendered during the period to which the data relates.
- 36.3. The Water and Wastewater Service Provider may require a payment in an amount sufficient to cover reasonably incurred administrative expenses for all subsequent requests for a past Invoices history made by the same Customer for the same service location within a twelve (12) month period.

## **Chapter 12: Invoicing Adjustments and Corrections**

### **Section 37: Unintentional Invoicing Errors**

The Services Provider shall adjust an Invoice in which the Customer has been undercharged or overcharged as a result of a misapplied Service Tariffs or human error, and post a credit or debit as the case may be to the account of the Customer for an amount equal to that of the error within twenty (20) Business Days following the date at which the error was discovered or in the event dispute with the Customer, not later than twenty (20) Business Days following the date at which the dispute was settled.

### **Section 38: Willful Overcharging by the Service Provider**

In the event the Regulator discovers the Services Provider has been willfully overcharging a Customer, the Services Provider shall be obligated to credit to the account of the wronged Customer an amount equal to double the total amount overcharged. In addition, Service Provider shall pay an interest equivalent to fifteen percent (15%) of the amount overcharged if the amount to be remitted is not credited to the account of the Customer within twenty (20) Business Days following the date at which the Regulator found Service Provider at fault.

### **Section 39: Fraudulent Undercharging by Service Provider**

In the event that a Service Provider has undercharged the Customer as consequence of fraudulent and/or willful misconduct on the part of the Customer acting alone or in collaboration with staff of the Service Provider, the Customer shall within twenty (20) Business Days following the date at which the Customer has been found liable for such action, remit the full amount undercharged to the Service Provider or be Disconnected.

## **PART VII: PUBLIC INFORMATION CAMPAIGN**

### **Section 40: Public Information Campaign Conducted by the Regulator**

- 40.1. The Regulator shall organize and conduct a one-time Public Information Campaign during the period thirty (30) to one-hundred and eighty (180) days after this Rule goes into effect for the purpose of informing the public about the Customers' Charter, the Contract for Services, Invoicing and payment for services, and other matters.
- 40.2. The Regulator shall inform all Water and Wastewater Service Providers so they can participate in the Public Information Campaign and shall seek and/or consider any contributions and suggestions offered by the Water and Wastewater Service Providers.

Section 41: Public Information Campaigns Conducted by Water and Wastewater Service Providers

- 41.1. Each Water and Wastewater Service Provider shall publicize the dissemination of its Customers' Charter and announce the start of the period for the signing of Water Service Contracts within its Service Area.
- 41.2. All materials used in any public information campaigns conducted by the Water and Wastewater Services Providers shall:
- (a) Contain or display true, updated, complete and not misleading information;
  - (b) Not be mixed with any commercial publicity made by the Water and Wastewater Services Providers for any other purposes except if otherwise is determined or approved in advance by the Regulator;
  - (c) Use language accessible to a general public without any specific technical qualifications or background;
  - (d) Be made in the language or languages more widely spoken in each geographical areas covered by the public information campaigns within the Service Areas;
  - (e) Not make any kind of political, racial, ethnic, gender, sexual, moral and/or religious references whatsoever;
  - (f) Refrain from making any comparisons between the quality of Service and/or Service Standards of any other Water and Wastewater Services Providers and/or any other public utilities companies or enterprises;
  - (g) Comply with draft materials submitted to the prior approval of the Regulator; and
  - (h) Comply with any other rules determined for public information campaigns, advertisements and/or publicity by any other applicable law in Kosovo as enforced by the media supervision and/or other competent authorities.
- 41.3. The Water and Wastewater Service Providers shall coordinate with the Public Information Campaign conducted by the Regulator as per Section 40.

**PART VIII: ENFORCEMENT AND PENALTIES**

**Chapter 13: Enforcement by the Regulator**

Section 42: Enforcement

- 42.1 The Regulator will monitor compliance with this Rule on the basis of reports sent by Water and Wastewater Services Providers.
- 42.2 The Regulator will also monitor compliance with this Rule by inspections and surveys and from reports sent by other entities and public authorities.

## **Chapter 14: Records and Reports**

### **Section 43: Records and Reports**

- 43.1. Each Water Services Provider shall prepare and file reports to the Regulator in prescribed form and within the intervals specified by the Regulator from time to time.
- 43.2. During the first twelve (12) months following the Effective Date of this Rule each Water Services Provider shall file to the Regulator, no later than 15th day of the following month a Progress Report.
- 43.3. Upon the Effective Date of this Rule and periodically thereafter, each Water and Wastewater Services Provider shall produce
  - (a) A quarterly report due 20<sup>th</sup> day of April, July, October, and January for the previous months in a format specified by the Regulator from time to time that summarizes data on Water and Wastewater Services Contracts, Invoice issue and collection, Customers' Charter issue and compliance; and
  - (b) an annual report for their Customers to show performance against targets established by the Regulator in consultation with Water and Wastewater Service Providers.
- 43.4. Location and Preservation of Records: All records shall be kept at the primary office of the Water Services Provider and shall be available during regular business hours for examination by the Regulator.
- 43.5. Records and Reports Retention Period: All records and reports foreseen in this Section must be organized and kept by the Water Services Provider for at least two (2) calendar years from the date where they were first prepared or became due unless any other applicable law determines they should be kept for any longer period of time in which case the latter retention period shall apply.

## **Chapter 15: Offenses and Penalties**

### **Section 44: Offenses and Penalties**

Fines shall be levied as per the procedures established under the Rule "On Levying of Fines by the Regulator" and with other Rules as issued, amended and/or supplemented by the Regulator from time to time.

## **Chapter 16: Appeals**

### **Section 45: Appeals**

- 45.1. Water and Wastewater Service Providers may appeal to the Review Committee established pursuant to the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers on any concrete decisions of the Regulator on the enforcement of this Rule.
- 45.2. The Water and Wastewater Service Providers may also appeal to the courts of Kosovo from any decision of the Review Committee taken on any concrete



decisions as to the enforcement of this Rule as per the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers referred to in Section 32.1 above.

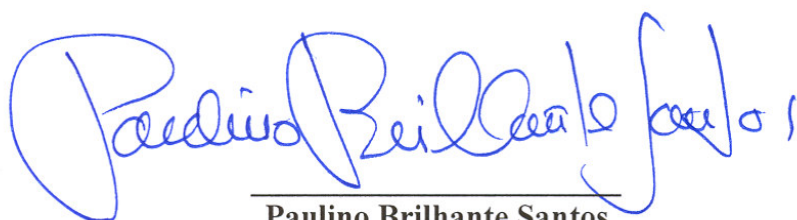
## **PART IX: MISCELLANEOUS**

### **Section 46: Languages**

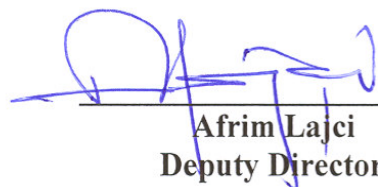
- 45.1. This Rule is issued and published in three versions written in the official languages in use in Kosovo:
- (a) English;
  - (b) Albanian; and
  - (c) Serbian.
- 45.2. In case of any discrepancy between any versions in which this Rule has been issued, the English version shall prevail.

### **Section 47: Entry into Force**

This Rule shall enter into force ninety (90) days from the date of issuance.



**Paulino Brilhante Santos**  
**Director**



**Afrim Lajci**  
**Deputy Director**

**Water and Waste Regulatory Office**

## APPENDICES

## APPENDIX 1

### **MINIMUM CONTENTS OF CUSTOMERS' CHARTER**

#### **1. What Is The Customers' Charter**

- 1.1. Definition
- 1.2. Basic Premise [W&WW SP provides service, Customer pays]
- 1.3. Who is covered
- 1.4. Duration of coverage

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- 2.1. Application System including time scale
- 2.2. Application Form
- 2.3. Application Fees and Connection Costs
- 2.4. Deposits
  - 2.4.1. Mandatory Deposits
  - 2.4.2. Amounts of Deposits
  - 2.4.3. Interest payments for Deposits
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#### **3. Access By Service Provider**

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  - 3.1.1. Purpose
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  - 3.1.3. Advance Notice
- 3.2. Meter Reading
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- 5.2. Flow Rate
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- 6.3. Wastewater Blockages
- 6.4. Trade Wastewater
  - 6.4.1. Definitions
  - 6.4.2. Restrictions
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- 7.1. Basis of Invoice
- 7.2. Invoice
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  - 7.2.3. Customer Account Number
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  - 7.2.7. Service Related Information
  - 7.2.8. Amounts Due
  - 7.2.9. Invoice Payment Location
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  - 7.2.11. Other Information
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- 7.4. Payment by Installments [Payment Arrangements]
- 7.5. Penalties for Non-Payment
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  - 7.6.2. Willful Overcharging for Rendered Services
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- 8.1. Service Tariff Setting
- 8.2. Review and Approval by WWRO
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- 9.2. Installation
- 9.3. Ownership of Meter [the utility]
- 9.4. Ensuring Access
- 9.5. Meter Reading

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- 9.5.2. by Customer
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- 10.2. Procedures for Disconnection
- 10.3. Reconnection
- 10.4. Collective Disconnections
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- 11.1. Record of Complaints
- 11.2. Best Efforts to Resolve
- 11.3. Written Notification – Property Damages
- 11.4. Customer Consultative Committee (CCC)
- 11.5. CCC Review and Resolution

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- 12.1. Past Invoice History Report
- 12.2. Content of Customer Past Invoice History Report
- 12.3. Fees for Producing the Customer Past Invoice History Report
- 12.4. Report of Operations
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- 12.7. Annual Report on Compliance with Customers' Charter by Service Provider

## **13. Changes To Customers' Charter**

- 13.1. Annual Review by Service Provider
- 13.2. Customer Informed of Any Changes

## APPENDIX 2

### MINIMUM CONTENTS OF SERVICE CONTRACT

<p>The <b>Water and Wastewater Service Provider</b> and the <b>Customer</b> have entered into the following contract for water supply and wastewater services on the conditions described below and listed in the Service Provider's Customers' Charter, of which the Customer has been given a copy or a summary.</p>			
<b>I. CONTRACT PARTIES</b>			
<b>1.1. WATER AND WASTEWATER SERVICE PROVIDER</b>			
<b>Name</b>			
<b>Address</b>		<b>Tel. Numbers</b>	
<b>Customers Service Depart.</b>		<b>Tel. Numbers</b>	
<b>1.2. CUSTOMER</b>			
<b>Name</b>		<b>ID Number</b>	
<b>Address</b>		<b>Tel. Number</b>	
<b>II. ESTABLISHMENT</b>			
<b>Address</b>			
<b>District of Town</b>		<b>Establishment Code</b>	
<b>Invoice Address</b>			
<b>III. CONNECTION INFORMATION</b>			
<p>The Establishment will be connected/has been connected on the Customers expense to the water supply system and/or wastewater system in accordance with internal water and wastewater installation plans approved by the competent local building authority.</p>			
<b>IV. OPERATING STANDARDS</b>			
<p>The Customer is entitled to services which must meet standards of quality, reliability and safety as determined by the Minimum Services Standards approved by the Regulator which are open for inspection at Service Provider's offices at any time and a copy of which shall be made available to the Customer upon request free of charge.</p>			
<b>V. SERVICE TARIFFS</b>			
<p>Service Provider will charge the Customer for the services provided and any other payments and penalties as only in pursuit to the <b>Tariffs Order approved by the Regulator</b> from time to time. The Tariffs Order is affixed at Service Provider's offices during normal working days. The Customer may request a copy of the Tariffs Order free of charge once a year.</p>			
<b>Customer Category</b>		<b>Frequency of Billing</b>	
<b>Connection Fee (EUR)</b>		<b>Connection Expenses (EUR)</b>	

VI. CUSTOMERS OBLIGATIONS	
6.1. Water Meter	Meter provide location on premises; protect; pay for replacement if damaged by customer's actions
6.2. Access	Provide access to Service Provider's staff to read, inspect, test, repair, disconnect
6.3. Invoices	Pay by the due date listed in the invoice; if problems paying, contact Service Provider to discuss
6.4. Protection of water system	Protect water system from contamination by cross-connection or by back pressure
VII. CUSTOMER'S RIGHTS	
Customers' rights are listed in detail in a <b>Customers' Charter</b> prepared by Service Provider and approved by the Regulator from time to time that is available for inspection at the offices of Service Provider during normal Business Days and is available to the Customer upon request free of charge once per year. More often, Customer must pay.	
VIII. MISCELLANEOUS	
8.1. Changes to Contract	Customer must inform Service Provider of changes that affect customer category.
8.2. Assignment	Customer cannot assign this contract to another. Upon change in ownership or occupancy, the new owner or occupant must apply for water service
8.3. Termination	This contract ends when Customer is voluntarily or involuntarily disconnected. However Customer is responsible for any unpaid bills.
8.4 Governing Law	UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers

*(Name of Water and Wastewater Service Provider)*

*(Signature of the Authorized Person)*

*(Date)*

*(Name in Block letters of the Customer)*

*(Signature of the Customer)*

*(Date)*

**STAMP**