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ZYRA RREGULLATORE PËR UJËSJELLËS DHE MBETURINA REGULATORNI URED ZA VODOVOD I OTPAD WATER AND WASTE REGULATORY OFFICE



WATER AND WASTE REGULATORY OFFICE ("WWRO")

(R-04/U&K)

RULE FOR CUSTOMERS' CHARTER

ISSUED BY

WATER SERVICE PROVIDERS IN KOSOVO

TABLE OF CONTENT

PART I: GENERAL PROVISIONS	
Section 1: Authority for this Rule	
Section 2: Scope	
Section 3: Purpose	
Section 4: Definitions	5
Section 5: Rules of Interpretation	
Section 6: Applicability	8
All Water 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	8
(c) To provider the Water 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;	
Section 8: Obligations of Customers	
Chapter 2: Rights and Obligations of Water Service Providers	
Section 9: Rights of Water and Service Providers	
A Water Service Provider shall have the obligation to:	
PART III: CUSTOMERS' CHARTER	
Chapter 3: Content and Preparation	
Section 11: Contents of Customer's Charter	
Section 12: Language of Customers' Charter	
Section 13: Preparation of Customers' Charter	
Section 14: Regulator Review of Service Provider's Customers' Charter	
Chapter 4: Issue of Customers' Charter	
Section 15: Issue of the Customers' Charter	
Section 16: Dissemination of the Customers' Charter	
Section 17: Costs for Preparing, Printing and Issuing Customers' Charter	14
Water 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	
Section 20: Re-Issue of Customers' Charter	
PART IV: WATER SERVICES CONTRACT	
Section 21: Contents of Water Services Contract	
Section 22: Regulator Review of Water Services Contracts	
Section 23: Modification of Water Service Contracts	
PART V: REGISTER OF CUSTOMERS	
Chapter 6: Register of Customers	
Section 24: Registration of Customers	
Section 25: Content of Records of Customer	
Section 26: Vulnerable Persons	
Section 27: Format of Records in the Register of Customers	
Chapter 7: Security of Data Stored In the Register Of Customers	
Section 28: Security and Protection of Customers' Data	
Section 29: Reporting to Regulator on Customer Services Contracts	
PART VI: INVOICE FOR SERVICES	
Chapter 8: Customer Invoices and Payment Reminders	
Section 30: Issue of Customer Invoice	
Section 31: Content of a Customer Invoice	
Section 32: Payment warning and Disconnection for Non-Payment	
Chapter 9: Payment of Customer Invoice	21

Section 33: Payment of Customer Invoice	21
Section 34: Locations to Obtain and Pay Customer Invoices	22
Section 35: Customer Invoices for Multiple Accounts	22
Chapter 11: Past Invoice History	23
Section 36: Customer equipment with the Past Invoice History	23
Chapter 12: Invoicing Adjustments and Corrections	23
Section 37: Unintentional Invoicing Errors	23
Section 38: Willful Overcharging by the Service Provider	23
Section 39: Fraudulent Undercharging by Service Provider	
PART VII: PUBLIC INFORMATION CAMPAIGN	24
Section 40: Public Information Campaign Conducted by the Regulator	24
Section 41: Public Information Campaigns Conducted by Water Service Providers	24
PART VIII: ENFORCEMENT AND PENALTIES	25
Chapter 13: Enforcement by the Regulator	25
Section 42: Enforcement	25
Chapter 14: Records and Reports	25
Section 43: Records and Reports	25
Chapter 15: Offenses and Penalties	26
Section 44: Offenses and Penalties	26
Chapter 16: Appeals	26
Section 45: Appeals	26
PART IX: MISCELLANEOUS	26
Section 46: Languages	
Section 47: Entry into Force	27
This Rule shall enter into force thirty (30) days from the date of issuance	
APPENDIXES	28
APPENDIX 1	29
MINIMUM CONTENTS OF CUSTOMERS' CHARTER	29
APPENDIX 2	
MINIMUM CONTENTS OF SERVICE CONTRACT	32

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, Sewage and Waste Service Providers, dated on November 26, 2004, and amendments made with the Law on Amending of the Regulation 2004/49 (Law Nr.03/L-086) dated on June 15, 2008.

Section 2: Scope

- 2.1. The Water Service Providers are required to issue a Customers' Charter to all existing and future Customers as per the minimum contents and general plan 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 Service Providers 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 Service Providers;
 - (d) Issue of Invoices and rules on payment of Invoices and the right of Water and Services Providers to effect Disconnections in case of nonpayment of Invoices; and
 - (e) Management of Customer's inquiries and complaints.

Section 3: Purpose

The purpose of this Rule is to establish the contractual relationships between the Customers and Water and Service 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 Service Providers draft and issue it to its Customers;
- (b) Minimum content and conditions of the Water Services Contract with Customers; and
- (c) Minimum content of the Invoice to Customers for Water Services rendered

Section 4: Definitions

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

Past Debt means all debts 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;

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

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

Customer's Service Pipe means the pipe from the Service Provider's distribution main to the Customer's water meter, or to the Customer's premise(in cases when the water meter is within the Customer' premise) 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 facility 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, or premises(in cases where there are no water meters or water meter is within the Customer's premise), and its maintenance remains as responsibility of the Customer;

Customer means a Person that has entered into a Water Service Contract, or has received services supplied by a Water Service Provider;

- Domestic Customers means any Customer classified by the Service Provider as a person using the services at his or her residence or household;
- 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 Law on Commercial Companies no. 02/L-123;

Customers' Charter means the written document prepared by Water and Services Provider, and made known to each Customer the lists of the rights and obligations of Water Service Providers and Customers to each other;

Customers' Consultative Committee means a committee established by the Regulator for each Service Area, in order to investigate and resolve Customer Complaints, and to conduct surveys about Water Services;

Water 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;

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 Service Providers, and amendments made by Law Nr.03/L-086;

Lawful Connection means

- a link between the customer premises, which is in the Customer's Registry and distribution network of water services made by the Water Service Provider, or
- ii. a link between the customer premises and distribution network established by the relevant water providers or his predecessors under the applicable law, and

Lawfully connected shall have the similar meanings;

Unlawful Connection means a link between the customer premises and a distribution network for Water Services supplied by a Water Service Provider, that has not been established by that Water Service Provider or its predecessors as per the applicable law, and

"Unlawfully Connected" shall have a similar meaning.

Service License means a license issued by the Regulator pursuant to UNMIK Regulation no. 2004/49, on the activities of Water, Sewage and Waste Service Providers, and amendments made by the Law Nr.03/L-086, Rule for Licensing of Water, Sewage and Waste Service Providers and Bulk Water Suppliers in Kosovo (Rule R-01 / U & K), which authorizes the Public Companies to provide water services.

No Objection Letter or "NOL" means a letter issued by the Regulator stating no objection to whatever action it responds;

Public enterprise means enterprises defined by the Law on Public Enterprises (Law no. 03/L-087) ,and which operate under the Law on Trade Companies (Law no. 02/L-123);

Premise means the location for which is required or provided water services; **Water Services Provider** means a person who provides water and sewerage services: **Person** means an individual, legal or public entity including a corporation, partnership, trust, non-corporation organization, a government or any agency or its sub-sector

Vulnerable Person means:

- i. any certified Person by the licensed doctor that could endanger the life or health water services;
- ii. any Domestic Customer classified by the Ministry of Labour and Social Welfare as indigent destitute, and advised to the Water Service Provider as entitled to have his invoice paid by the competent social welfare authorities.

Payment Arrangement means an arrangement to pay Past Debt entered into and between a Customer and a Water 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:

Regulator means the authority responsible for the economic regulation of Water and Wastewater Services Providers; Also is referred as "Water and Waste Regulatory Office (" Water, Sewerage and Waste Services "), established under UNMIK Regulation Nr. 2004/49, and amendments made by the Law Nr.03/L-086 or its successor organization;

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 Service Providers;

Wastewater Network 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 water service providers

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;

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 Services Provider and

"Disconnect" shall have similar meanings;

Service means any service for Water and Sewerage Services;

Water Supply Services means the extraction, processing, and distribution of water for human consumption, and operating of the network and facilities for that purpose;

Wastewater Services means the collection, processing and discharge of wastewater and sewage;

Water Services means Water and Wastewater Services provided by the Water Services Provider;

Tariff Order means a written document, issued by the Regulator, where are involved all service tariffs for the service area by type, location and category of customers.

Service Area means, with respect to the License Service, Region or Municipality within which the relevant Service Provider can offer its services;

Section 5: Rules of Interpretation

In this Rule:

- (a) Any terms and expressions used in this rule, which are not specifically defined, and which can be elusive, will contain meanings as defined in the laws mentioned in the Introduction of this Rule and / or in any other applicable law in Kosovo.
- (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 Water 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) To have access in a non-discriminatory manner to Water Services subject, only to entering into a Water Services Contract and payment of the respective Invoices issued for such services rendered;
- (c) To provider the Water 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 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 Services Contract;
- (f) Access to all his personal data filed at the Water Service Provider's files, or computer records or both and to correct any inaccurate data found in such files and records;
- (g) To protect the confidentiality of personal data filed and processed by the Water Service Providers in the manner prescribed in this Rule;
- (h) 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;
- (i) To be informed of water service provider that has sought approval from the regulator to issue their own notes, information ownership, and the nature, description and type of data and information for which he made concessions and demand for them bring to light;

Section 8: Obligations of Customers

The Customer has the obligation to:

- (a) Enter into a Water Services Contract with the Water 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 a Service Providers for the Water Services rendered;
- (c) Proceed to the payment or otherwise settle Past Debts, due for the rendering of Water and Services in the manner prescribed in the WWRO Rule on Past Debt Settlement and Forgiveness;
- (d) Inform the Water Service Provider, when the Customer is a Vulnerable Customer or when the Customer is visually impaired;
- (e) Collaborate with the Water Service Providers in all reasonable matters requested to facilitate the provision of Water 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 Service Providers to their premises 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 Service Providers to their premises 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 Service Providers;
- (i) Protect and respect at all times the integrity and good standing of all assets located at their premises 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 Services and make a prudent use of the same as per the technical specifications and/or instructions of the 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 Service Providers of any facts or circumstances that are evidently capable of causing any disruption on the supply of Water 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 Services occurred in their properties.

Chapter 2: Rights and Obligations of Water Service Providers

Section 9: Rights of Water and Service Providers

A Water Service Provider shall have the right to:

- (a) Invoice the Customers for the Water Services rendered as per lawful Service Tariffs for the provision of Water and Waste Water 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 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 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 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 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 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 Service Providers

A Water 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 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 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 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 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;
- (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 Services as per the terms of the Service License and/or of any other Rules;
- Comply with the information and reporting obligations towards the Regulator as prescribed in the Service License, the Customers' Charter, and/or in any other applicable Rules;
- 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;
- (I) 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.

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 Services Provider as specified in this Rule, and the minimum level of service delivery the Water 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 Service Providers 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 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

Each Service Provider shall prepare a Customers' Charter that includes at minimum the dispositions specified in this Rule, although the Water 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. The Water Service Providers shall give to each Customer and to every member of the Water 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 Service Provider 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 Service Providers staff.
- 15.3. Additional information on full technical and/or commercial details of the Water Services will be available free of charge on demand by the Customer to the Water Service Provider.

Section 16: Dissemination of the Customers' Charter

- 16.1. Water Services Providers shall disseminate copies of the Customers' Charter at the same time, as obtaining signatures on the Water 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 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 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 Service Providers.

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

Water 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 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 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 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.

PART IV: WATER SERVICES CONTRACT

Section 21: Contents of Water Services Contract

- 21.1. All Water Service Providers are required to enter into in writing with all their Customers a Water Services Contract that shall contain the essential contractual terms and conditions applicable for the provision of Water and Wastewater Services.
- 21.2. Water Service Contracts must be entered into substantially in the form as provided in Appendix 2 to this Rule, although Water 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 Service Contract shall refer to and when appropriate summarize the key provisions of the Customers' Charter

<u>Section 22: Regulator Review of Water Services Contracts</u>

22.1. Water Service Providers shall prepare and submit to the Regulator a draft of 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 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 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 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 Services Providers shall introduce the amendments to the draft Water and 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 Services Providers shall finalize the Water Services Contract, and shall initiate the system of entering into such contract with all its Customers within four (4) months from the date of entry into force of this Rule.

Section 23: Modification of Water Service Contracts

- 23.1. Water Service Providers may submit at any time to the Regulator any substantive changes they propose to their Water Services Contract and the Regulator shall review such amendments to such contracts as per Section 22.
- 23.2. Any modifications to the Water 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 Service Providers shall organize and maintain a Register of Customers that have entered into a Water Services Contract, and 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 the Customer Invoices and other communications to Customers.
- 24.3 Water 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 premises served with Water 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) Details of the Water Services Contract signed with the Customer including the date of its signature and date of entry into force;
 - (i) Details 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 26 below;
 - (I) Water Service Providers may add any additional data relevant to their effective operations and provision of Water 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 Services, and any data which storage is forbidden under any other applicable law in Kosovo.
- 25.3 Water Services Provider 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

- 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.
- 26.3. The Service Provider must ensure an adequate communication to Customer who are visually disabled

Section 27: Format of Records in the Register of Customers

Each Water Service Provider shall 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 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 Service Providers shall also:

- (a) Secure the data stored in the Register of Customers by the use of an adequate protection devices, and systems such as passwords, systems of intrusion alert and other adequate means and by strictly limiting the number of it 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 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: Reporting to Regulator on Customer Services Contracts

The Regulator shall monitor the entering into Water 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 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 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.

Section 31: Content of a Customer Invoice

- 31.1. Water 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 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;
 - (j) Warning: The fact of receipt of the invoice shall be considered as a connection of Service Contract.
 - 31.2 Water 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 services, 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 warning and Disconnection for Non-Payment

- 32.1. The Water Service Provider shall be required to issue and send to Customers the following remarks in case of lack of payment of any Invoice in the respective payment due date:
 - (a) the first warning must urge the Customer to pay the Invoice within five (5) Business Days or incur a Disconnection;
 - (b) the second warning must urge the Customer to pay the Invoice within five (5) Business Days, or incur a Disconnection and must be written in red color clearly stating that in case of non-payment of the overdue amount the Disconnection shall be effected without any further warning.
- 32.2. The warning 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 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 Service Providers shall inform Customers in writing regarding the 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 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 Service Provider can require the Customer to come to pre-established, convenient locations to get and pay their Invoice.
- 34.2. Water 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, in order 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 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; whereas 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 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

<u>Section 35: Customer Invoices for Multiple Accounts</u>

- 35.1. When a Water Service Provider invoices a single Customer for multiple accounts, the Invoice shall include a summary page listing each account number, account name, and amount due for each account and the aggregated total amount due by the Customer for all those accounts.
- 35.2. When a Water 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: Customer equipment with the Past Invoice History

- 36.1. Each Water 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 as following:
 - (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 Service Providers 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 Providers shall adjust an Invoice, in which the Customer has been undercharged or overcharged as a consequence 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 when the Regulator discovers the Services Provider , that 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 disconnecte.

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, in order to inform the public about the Customer Charter, Service Contract, invoicing, and service payment, and other issues.
- 40.2 The Regulator shall inform all Water Service Providers to participate in the Public Information Campaign, and shall seek and/or consider any contributions and suggestions offered by the Water Service

Section 41: Public Information Campaigns Conducted by Water Service Providers

- 41.1. Each Water 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 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 Service 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 Service Providers;

- (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 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 shall monitor compliance with this Rule on the basis of reports sent by Water Services Providers.
- 42.2 The Regulator shall 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. **Report for Regulator**, 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 Report of Progress, Each service provider must submit a report every month at the latest by the date 20 (twenty) of each following month related the customer contracts, issuance and collection of bills of water and sewerage services. Format of report is specified and approved from time to time by the Regulator
- 43.3 <u>Location and Preservation of Records</u>: All records shall be kept at the primary office of the Water Services Providers, and shall be available during regular business hours for examination by the Regulator.
- 43.4 **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 (5) calendar years, from the date where they were first prepared

or became due unless any other applicable law, 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 The Water 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, and amendments made by the Law 03/L-086 in any concrete decision of the Regulator on the implementation of this Rule.
- 45.1. The Water 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, Waste and Sewerage Services and amendments made by the Law 03/L-086.

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) Albanian;
 - (b) Serbian and
 - (c) English.

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 thirty (30) days from the date of issuance
Raif Preteni
Director of WWRO

APPENDIXES

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

2. Applying For Water Services

- 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
- 2.4.4. Return of Deposits
- 2.5. Moving to a New Location Within the Service Area

3. Access By Service Provider

- 3.1. General Aspects of Access
- 3.1.1. Purpose
- 3.1.2. Identification
- 3.1.3. Advance Notice
- 3.2. Meter Reading
- 3.3. Inspections
- 3.4. Repairs
- 3.4.1. Mandatory Repair of Leakage on Customer's Premises
- 3.5. Emergencies

4. Contacting Service Provider

- 4.1. Customer Response Center [24/7; telephone numbers]
- 4.2. Customer Inquiries [questions about Invoice and service]
- 4.3. Emergencies [no water, pipe leaks and bursts, sewer flooding]

5. Water Supply Services and Minimum Levels of Service

- 5.1. Connected Properties
- 5.2. Flow Rate
- 5.3. Pressure
- 5.4. Water Quality
- 5.5. Reliability
- 5.6. Interruptions

- 5.6.1 Planned
- 5.6.2 Unplanned
- 5.7 Bursts or Leaks
- 5.8 Drought and Deficiency of Water Supply
- 5.9 Registering for health or special needs [Vulnerable Customers]

6. Wastewater Services

- 6.1. Connected Properties
- 6.2. Wastewater Flooding and Spills
- 6.3. Wastewater Blockages
- 6.4. Trade Wastewater
- 6.4.1. Definitions
- 6.4.2. Restrictions
- 6.4.3. Pre-treatment

7. Payment For Services

- 7.1. Basis of Invoice
- 7.2. Invoice
- 7.2.1. Invoice Language
- 7.2.2. Pre-Numbered Invoice
- 7.2.3. Customer Account Number
- 7.2.4. Customer Contact Details
- 7.2.5. Invoice Date and Mailing Date
- 7.2.6. Invoice Due Date
- 7.2.7. Service Related Information
- 7.2.8. Amounts Due
- 7.2.9. Invoice Payment Location
- 7.2.10. Contacting the Service Provider
- 7.2.11. Other Information
- 7.3. Payment
- 7.4. Payment by Installments [Payment Arrangements]
- 7.5. Penalties for Non-Payment
- 7.6. Invoice Adjustment and Corrections
- 7.6.1. Inadvertent Invoice Error for Rendered Services
- 7.6.2. Willful Overcharging for Rendered Services
- 7.6.3. Fraudulent Undercharging for Rendered Services

8. Service Tariffs And Fees

- 8.1. Service Tariff Setting
- 8.2. Review and Approval by WWRO
- 8.3. Announcement of Service Tariffs
- 8.4. Notification of Service Tariff Change

9. Customer Water Meters

- 9.1.1 Measuring Water Supplied
- 9.1.2 Installation
- 9.1.3 Ownership of Meter [the utility]
- 9.1.4 Ensuring Access

- 9.1.5 Meter Reading
- 9.1.6 >From Service Provider
- 9.1.7 >From Customer
- 9.1.8 Estimated
- 9.2 Testing and calibration of water meters

10. Dissconnection of Water Service

- 9.2.1 Reasons for Disconnection
- 9.2.2 Procedures for Disconnection
- 9.2.3 Reconnection
- 9.2.4 Collective Disconnections
- 9.2.5 Fees

11. Customer Complaints, Resolutions And Dispute Management

- 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

12. Reporting To Customers

- 12.1 Past Invoice History Report
- 12.2 Content of Customer past Invoice History Report.
- 12.3 Payment for Producing the Customer past Invoice History Report.
- 12.4 Report of Operations
- 12.5 Operating Expenses Report
- 12.6 Operating Performance Report
- 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. To inform the Customer of Any Changes

MINIMUM CONTENTS OF SERVICE CONTRACT

RWC logo [select company's logo]

SERVICE CONTRACT

Regional Water Company [Select the title of company] "J.S.C [Select the title of headquarter] hereinafter: **RWC** [Select the title of Company] ",and the **Customer** signed the service contract for the provision of water and wastewater services under the conditions determined by the Law on Activities of Water, Sewage and Waste Services (hereinafter: Law) and with the Customer Charter RWC [Select the title of company], "which defines in details the mutual rights and obligations of RWC" [Select the title of company "JSC [Select the headquarter of company] and of customer.

I. CONTRACTING PARTIES				
1.1. RWC "Select the title of company]" J.S.C. [Select the headquarter of company], Street. [Select address of the company s].nr.[Select the number of company]				
Registration Nr of Business	Telephone number			
License number	Electronic Address			
1.2. [Name of Customer]				
Indent Number of Business	Telephone number			
Category	Electronic Address			
II. PREMISES WHERE ARE OFFERED THE SERVICES				
Address				
Municipality	Code			
Billing Address				
The facility will be connected / is connected to the water and / or sewage, and wastewater system in accordance with the technical standards and requirements RWC" [Select the title of Company] ",and in accordance with the project of internal installations of the facility. Connection expenditures are paid by the customer, in accordance with the Service Tariffs Order approved by the Water and Waste Water Services (WWRO), which are applicable by RWC "[Select the title of Company].				
III. OBLIGATIONS OF RWC "[Select the title of company]"				
3.1 Service Standards	RWC"[Select the title of company]" is obliged to provide water supply and sewerage services in accordance with service standards approved by WWRO with the Rule for Minimum Service Standards (WWRO R-03 / U & K), which is available to a Customer premises of RWC [Select the title of Company] "and WWRO website (www.wwro-ks.org)			
3.2 Service Tariffs	" should bill the Customer only according to tariffs approved by WWRO ,which will be available to the customer ,upon Customer request at all facilities of RWC "[Select the title of Company]" and WWRO Web site (www . WWRO-ks.org).			

IV. OBLIGATIONS OF CUSTOMER		
4.1 Payment of Bills	The customer is obliged to pay bills within the payment date listed in the bill. In case of dispute of the invoice, the customer should contact the Customer Service Department RWC "[Select the title of Company]", where will be considered his appeal and will be instructed how to act. In case of non payment of invoice within the payment date, RWC"[Select the title of company]" will disconnect the customer in accordance with the rules and procedures established by the law and rules of WWRO.	
4.2 Water meter	The customer is responsible to provide the place for placement of water meters, to preserve it from damages, and to ensure its integrity. If the customer fails to fulfill this responsibility, then he will bear the expenditures for repair / replacement of water meters. The customer or any other unauthorized person is prohibited or - except authorized personnel of RWC [Select the title of company] "- to manipulate in any way with water meters.	
4.3 Allowing of Access	The customer is obliged to allow the access of RWC staff [Select the title of Company] "to his property for the purposes of: • reading, inspection, repair and installation of water meters • inspection of water and sewage installations • disconnection of water services, and • performing of other tasks necessary for the operation and • maintenance of water supply and sewerage network.	
4.4 Flood Protection of water and sewage	The customer is obliged to install and maintain protective equipments in functional manner (non-return valve), for protection from potential flooding of the sewage waters as a result of possible blocking of sewage network.	
V. OTHER PROVISIONS		
5.1 Customer Charter	Customer Charter is a part of this Service Agreement. A written copy of the Customer Charter RWC "[Select the title of Company]"should be delivered to the customer on the occasion of signing of Contract.	
5.2 Customer Register	The customer must inform RWC [Select the title of company] "for all changes as required in the Customer Register.	
5.3 Transfer of contract	In case of change of ownership, the customer is not entitled to any obligation or liability arising from this contract to transfer to the third parties the list.	
5.4 Applicable Law	This contract is drawn up in accordance with the Law and Regulations of WWRO.	
5.5 Settlement of Disputes	Any dispute between the contracting parties, would be resolved by agreement based on mutual goodwill, through the Consumer Advisory Committee (CCC), before the matter will be proceeded in the court of competent jurisdiction.	
5.6 Copy of contract	The contract is drawn up in a sufficient number of identical copies; where of each contracting party should have a copy a copy of this contract.	

