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WATER AND WASTE REGULATORY OFFICE



**WATER AND WASTE REGULATORY OFFICE  
("WWRO")  
(R-05/W&W)**

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**RULE FOR DISCONNECTION OF WATER SERVICE**

**BY**

**WATER AND WASTEWATER SERVICES PROVIDERS IN KOSOVO**

July, 20 2010

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## PART I: GENERAL PROVISIONS

### Section 1: Authority for this Rule

The Regulator issues this Rule under the authority of the UNMIK Regulation No. 2004/49, on the Activities of Water and Waste Services Providers, dated on November 26, 2004 amended with Law No. 03/L-086 dated on June 13, 2008.

### Section 2: Scope

This Rule shall govern the Disconnection of Water Services and Payment Arrangements by all Water and Wastewater Service Providers in Kosovo.

### Section 3: Purpose

The purpose of this Rule is to provide terms, conditions, and procedures for Water and Wastewater Service Providers in order to disconnect Water Service and to enter into Payment Arrangements with Customers, and to facilitate paying for Water Services received

### Section 4: Definitions

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

**“Old Debt”** means the Customer debt, evidenced by unpaid invoices issued by a Service Provider to the Customer on or before 31st December 2002, which has not been paid completely, as defined and regulated in the appropriate Past Debt Rule as issued, amended, or supplemented by the Regulator from time to time;

**The Sequential Debt** means all debts identified by undisputed invoices, issued by the Service Provider to the Customer with or after 1st January 1, 2003, which has not been paid completely, as defined in the Rule for the old Debt forgiveness by Regulator;

**Guarantee Deposit** means an advance financial payment for future Water Services that are received on credit;

**Invoice** means a commercial document for paying of water services, which specifies the amount of debt that is payable, and the period for which are offered the services, issued by the Water Service Providers to the Customer in Albanian and Serbian Language

**Customer Connection pipe** means the pipe from distribution network service providers to the Customer water-meter, or to the Customer premise (when water-meter is within the facility of customer), which is consisted of two parts:

**I. Service pipe means the connection pipe section, which lies from the distribution pipe to the customer property line, and its maintenance remains as a responsibility of**

**Service Providers;**

**li. Supply Pipe** means the connection pipe section from the customer property line (when water-meter is within the facility of customer), and its maintenance remains as a responsibility of Service Providers;

**Qualified group** means a group of Customer in a specific geographic area, who have a common connection or distribution node of Water Service Providers, from where at least (51%) are not in a good position;

**Customer** means a person that has entered into a Services Contract with a Services Provider, or has received services supplied by a Services Provider;

**Customer category** means the category of customers defined as follows:

- i. **Domestic Customers** means any Customer classified by the Service provided as a person using the Services at his or her residence or household.
- ii. **li.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 Business Nr. 02/L-123.

**Customer in a good position** means a customer who has not unpaid account, but is disconnected inadvertently, or as part of collective disconnection

**Customers' Charter** means the written document, prepared by Water Service Provider and made known to each Customer that lists 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, to investigate and resolve Customer Complaints, and to conduct surveys about Water Services;

**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 the 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

**Dispute of reliable Invoice** means a dispute regarding the bill issued by the Water Service Providers, which is initiated by the customer in writing , before the date of

invoice payment has expired, by providing that the total payable amount is not less than twenty percent (20)% or / or more than the seasonal average of paid consumption consumer, from the customer during the previous period of twelve (12) months, and if that dispute is not unreasonable or concern able;

**Customers in good position** means, related to the Customer of the Water Service Providers, who:

- i. has paid his uncontested invoices within twenty (24) days, from the invoice date when is scheduled to be paid, or
- ii. has entered into agreement, and comply with the Agreement of payment with Water Services Providers;

**Water Services Contract means** the standard contract that shall be entered into and between the Water Service Providers and the Customers, which regulates the rights and obligations of the parties to a such contract, established in connection with the provision and standard conditions of supply of Water Services practiced by the Water Services Providers to its Customers;

**Customer who does not pay** means any Customer, who remained twenty four (24) days or more without paying the bill , however, that the following kind of Customers shall not be classified as Non-Paying Customers:

- i. A Customer that has not physically received a Bill from a Water and Wastewater Service Provider; and
- ii. A Customer that has not received its Bill printed in each of the Albanian and Serbian and English languages;

**Unlawful Connection means** a link between the premises of a Customer and a distribution network of 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;

**Unpaid Account** means the account between the Customer and the Water Service Provider, which is not regulated by the customer to pay in sufficient time;

**Payment Agreement means** the agreement for paying of Old Debts, connected between the Customer and Water Services Providers, as defined and regulated under Rule set on Old Debts, issued, amended and / or completed by the Regulator from time to time ;

**Turn-off** means discontinuing water supply to the customer without physically cutting or crimping any part of the Customer's Service Pipe;

**Leakage Notice** means the notification Service Provider gives in advance of disconnection

**Premise means** the location where is offered the water service;

**Water Service Provider** means a Person licensed by Regulator, who provides Water and Wastewater Services.

**Water Service Equipment** means pipes, valves, water meters, and other items of the Connection Pipe that are the property of the Water Service Provider

**Vulnerable Person** means:

- i. any certified Person by the licensed doctor, who deemed to be at risk with respect to his/her life or health without Water Services; or
- ii. any domestic Customer classified by the Ministry of Labor 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.

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

**Physically Precluded means** denied access by physical force or the threat of physical force, provided, however, that Physically Precluded shall not include inability of a meter reader to gain access as a result of an act of Good.

**Register of Customers** means the register of Customers established and maintained by a Service Provider;

**Regulator means** the authority, responsible for the economic regulation of Water and Waste Services Providers. Also referred to as "Water and Waste Regulatory Office" ("WWRO ") ,established by UNMIK Regulation 2004/49 on the Activities of Water Service Providers , sewage ,waste or its successor organization;

**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) supply with piped system for Customer and maintenance of the Water Network; or (b) collection of wastewater from Customers and operation and maintenance of the Wastewater Collection System;

**Wastewater Collection System means** all assets and used for / or relating to the delivery and / or getting of Wastewater Services, if those who belong to the public domain or service providers.

'Switch off "would have the same meaning;

Collective Disconnection means the contemporaneous disconnection of Qualified Group, and “

Collectively Disconnect” shall have a similar meaning;

**Public Announcement** means a notice in English, Albanian and Serbian relating to a proposed Collective Disconnection, which is published in the form prescribed by the Regulator and published either in regional or national media or as a notice reasonably calculated to reach the Qualified Group;

**Wastewater Services** means collecting, disposing, and treating of wastewater by the wastewater public system , and which are operated by the Water Service Providers;

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

**Water Network** means the pipeline system and following elements of these pipes these,

(such as various valves and manholes,etc..), which are used and for giving or taking of Water Services operated by the Water Service Providers;

**Disconnection warning** means a notice which gives the service Provider before disconnection occurs;

**Service Area** means in relation to a Service License, the Region or Municipality, within which the relevant Service Provider may provide its Services.

#### Section 5: Rules of Interpretation

##### In this Rule:

- a) Any terms and expressions used in this Rule, which are not specifically defined herein, shall bear the meanings as defined in the legal acts referred in the introduction of this Rule and / or any other applicable law in Kosovo, and
- 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;
- c) The singular includes the plural and vice versa ;
- d) Words of any gender used in the present Regulation shall include any other gender; and 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 and Wastewater Service Providers are required to comply with this Rule.

### **PART II: GENERAL PRINCIPLES**

#### Section 7: General Principles

- 7.1 Disconnection is limited to the Water Services only.
- 7.2 A Water and Wastewater Service Provider shall not unlawfully discriminate against any Person for any reason, with respect to Disconnection and shall take into consideration the hardships imposed by Disconnection.
- 7.3 Provision of Disconnection and Re-Connection of Water Service Providers shall be transparent and non discriminatory.
- 7.4 Service Provider at any time should provide the customer with information regarding the disconnection and re-connection.



- 7.5 Disconnection- Announce Notice must be announced or delivered not less than ten (10) Business Days, prior to the disconnection date stated in the Disconnection Notice, except under the following circumstances, when the Disconnection Notice is not required:
- a) When continuing service creates dangerous conditions, which presents the threatening of the life, health, or safety of any physical person of the Water Services Network; or
  - b) When Customer request for voluntary termination of Water Service.
- 7.6 Water and Wastewater Service Provider must firstly attempt to cause a Customer to comply with such terms of supply or to pay its Invoice before initiating the Disconnection.
- 7.7 The Water Services Provider shall identify in the Register of Customer all vulnerable persons for whom disconnection creates risk for life or risk for their health, and to all persons whom disconnection may presents the same risk as are medical public premises.
- 7.8 The Water and Service Provider shall not be entitled to disconnect or to refuse to reconnect the Water Services to any premises, when either the Customer or the occupant is certified by a registered physician to be seriously ill or has a medical condition that will be seriously aggravated by lack of the Water Service, even if such Customer has not been registered as a Vulnerable Person in the Register of Customers.
- 7.9 The Water and Wastewater Service Provider can require payments from Customers, to cover costs for delivery of notices, disconnections, reconnections, and inspections in amounts determined or approved by the Regulator.

#### Section 8: Investigation in Advance of Disconnection

- 8.1. A Water Service Provider shall not be entitled to threaten with disconnection, or to disconnect a customer who informs the Water Service Provider, that he disputes the reasons for the Disconnection.
- 8.2 When the Water Service Providers becomes informed regarding the dispute by a Customer or applicant, whether or not disconnection is pending, the Water Service Providers shall:
- a) Investigate the dispute within one (1) month;
  - b) Report the results of the investigation to the Customer within five (c) Business

- Days after completion;
- c) Make attempts to resolve the dispute within ten (10) Business Days;
  - d) Maintain written records.

### Section 9: Execution of Disconnection

- 9.1 All Disconnections shall be executed by at least two (2) employees of the Water and Service Providers.
- 9.2 Disconnection shall occur during regular working hours of the Water Service Provider, but cannot occur at the day before or at the day when the Water a Service Provider's office is not open for public business or in any non Business Day.
- 9.3 In the event when a Water Service Provider is physically precluded from gaining access to premises, where a Disconnection is lawfully to take place, the Water Service Provider may request the support of the police to execute such Disconnection.

## **PART III: DISCONNECTION PROCEDURES**

### **Chapter 1: Voluntary Termination of Water Service**

#### Section 10: Voluntary Termination of Water Service

A Water Service Provider may require from Customer to provide reasonable notice of intent to terminate Water Service pursuant to the following procedures:

- a) The notice period required by the Water Service Providers shall not exceed five (5) Business Days; and
- b) until the expiration of the notice period or completion of Disconnection, which ever occurs sooner, the Customer shall be responsible, for all costs incurred for and/or related to the Water Service.

#### Section 11: Voluntary Termination of Water Service at Another Premise

When the Customer requests Disconnection at premises owned by the Customer, but occupied by another Person, the Water Service Provider shall not proceed unless:

- a) The occupant agrees to the Disconnection in writing; and
- b) A Disconnection Notice is delivered as per Chapter 5.

## **Chapter 2: Disconnection for Health and Safety Risks**

### **Section 12: Disconnection for Health or Safety Risks**

The Water Service Providers shall be entitled to disconnect the Water Services, where continuing of services creates an immediate risk to life or health to any physical person or to the staff of the Water and Service Provider, or to any third party.

### **Section 13: Procedures for Disconnection for Health or Safety Risks**

- 13.1 Upon identifying a health or safety risk, the Water Service Provider shall attempt to notify affected Customers, before making the disconnection, but in no case delay Disconnection pending such notification.
- 13.2 As soon as the health or safety risk is removed, the Water Service Provider shall reconnect at no cost to Customers, and may recover costs from those Customers, if any, responsible for the situation creating the health and safety risk but not from any third party

## **Chapter 3: Disconnection Due to the Leakage on Customer's Premises**

### **Section 14: Visible, External Leakage on Customer's Premises**

- 14.1 The Water wastage through visible, external leaks on Customer premises is not allowed due to shortage and expense of treated water and sewage leakage is not allowed because of public health.
- 14.2 Upon the notification by the Water Service Provider of either water or sewage leakages that are visible, the Customer must repair the leakage in five (5) days, or make a contract with the Water and Service Provider to repair with payment that have repaired it for a payment.
- 14.3 If the Customer fails to repair any water or sewage leakages within the deadline determined under sub-section 14.2, the Water Service Provider can disconnect the Water Service.
- 14.4 The Customer may request the reconnection to the Water Service Provider at any time, after demonstrating that the leakage has been repaired in any case. Reconnection cannot be refused on any grounds, except if there is a lack of payment of any invoice, which have remained unpaid, and should be completed as soon as possible, but not latter than 2 (two) Business Days from the date of receipt of the request for Reconnection.

#### Section 15: Disconnection Procedures for Leakage on Customer's Premises

- 15.1 If necessary, whenever a leakage is detected at any Customers' premises, the Water Service Provider shall consult the Municipality where such premises are located to determine who is the Customer or owner shown on the Municipal cadastre.
- 15.2 The Water Service Provider shall submit a Leakage Notice to the Customer, Owner, or Occupant in the premises, offering one of the following choices :
- a) The Customer repairs leak in five (5) Business Days and no further action taken; or
  - b) The Customer requests the Water and Wastewater Services Provider to repair leak in five (5) Business Days in consideration for a fair remuneration of such service and no further action taken.
- 15.3 The Water and Wastewater Services Providers may require payment in advance for the costs related with the repair of the leakage upon the Customer's request, to repair such leakage filed upon the notice served pursuant to sub-section 15.2 in an amount as specified in the Service Tariff Rule approved by the Regulator.
- 15.4 If the Customer does not repair, or request a prepaid repair of the leakage from the Water and Wastewater Service Provider within the five (5) Business Days of the notice being served as per sub-section 15.2 above, the Customer shall be liable to pay a fine as per Rules issued by the Regulator.
- 15.5 The Water Service Provider shall deliver to the Customer a second written notice, informing the Customer that if leakage is still not repaired in a further five (5) Business Days or the fine is not paid within the second five (5) Business Day period, the Customer shall be subjected to the Disconnection without any further notice.
- 15.6 The Customer shall remain disconnected until:
- a. The fine imposed under sub-section 15.5 above has been paid;;
  - b. The Customer has either repaired the leakage or accepted to pay the fee charged by the Water and Wastewater Service Provider to have such leakage repaired by the latter; and
  - c. The Customer has paid a Reconnection Fee to the Water Service Provider in an amount calculated and charged as per the Rule on Service Tariffs issued by the Regulator.

- 15.7 The Water Service Provider must repair any leakage reported by any Customer, that has requested it to effect such repair within 10 (ten) Business Days, providing that the Customer has prepaid the costs of such repair as per sub-section 15.3 above.
- 15.8 If the Water Service Provider fails to repair the leakage at the expense of the Customer that has prepaid such a repair within the deadline foreseen under sub-section 15.7 above, the Water Service Provider shall be obliged to affect the repair free of charge.
- 15.9 The Water Service Provider shall reconnect any Customer within 2 (two) Business Days, providing the Reconnection fee due in accordance with sub-section 15.6 (c) above has been paid.

#### **Chapter 4: Abandoned premises**

##### **Section 16: Disconnection Due to Abandonment**

- 16.1 When a Water Service Provider identifies that Service Connection is no longer in use, due to the lack of human habitation or significant structural damage, which makes impossible the safety of human habitation ,he shall post Disconnection Notice as per Section 17.
- 16.2 If no one comes forward during the Disconnection Notice period, then Disconnection shall proceed.
- 16.3 If an objection is raised, the Water Service Provider shall investigate as per Section 8, and proceed according to results.

#### **Chapter 5: Disconnections that require Disconnection Notice**

##### **Section 17: Disconnection Notice**

A Water Service Provider shall be required to provide the Customer with a written Disconnection Notice, announcing its intention to effect a Disconnection with not less than ten (10) Business Days prior to the intended starting date of the Disconnection when the reason for Disconnection is

- a) Failure to pay any Invoice;

- b) Refusal of access to the Customer's premises for reasonable reasons, related with the provision of Water Services, required with any ground admissible under the Customer Charter Rule as issued by the Regulator;
- c) Fraud or material misrepresentation by the Customer of any relevant fact, for the entering into of a Water and Wastewater Contract and/or for the establishment of a Connection to the Water Network.
- d) Failure of the Customer, to provide a Guarantee Deposit whenever the Water Service Provider has the right to request such a Guarantee Deposit pursuant to any Rules issued in this respect by the Regulator.

#### Section 18: Content of Disconnection Notice

18.1 A Water Service Provider's Disconnection Notice shall contain the following minimum information:

- a) State the amount by item that the Customer's account is in arrears, and the period during which Water Services were rendered;
- b) Provide the address of the office, where payment of the outstanding Invoices is to be made and the hours during which such office is open for business;
- c) Provide information regarding the procedures, that the Customer must follow to challenge the validity of any outstanding Invoices;
- d) State what action the Customer must take to prevent the pending Disconnection from taking place;
- e) State when the Disconnection will be effected; and
- f) If the Disconnection is effected the conditions and procedures that the Customer must follow to seek a reconnection.

18.2 The amount in the Delinquent Account stated in the Disconnection Notice shall not include:

- a) Amounts for other services except the Water Services;
- b) Amounts owed from a different account, unless a transfer of the account balance has occurred;
- c) Amounts owed from estimated Invoices. The amount overdue may include estimated Invoices, only if the Water and Service Provider attempted for reasonable alternatives to gain access or obtain a reading supplied by the customer; or,

- d) Residential service provided in the name or names of different persons by the Customer, unless the Service Provider has determined that the Customer is legally obligated to pay the amount overdue.

**Section 19: Disconnection Notice Procedures for Leased or Rented Property**

- 19.1 A Water Service Provider shall not be entitled to disconnect a leased or rented dwelling at the request of a lesser, owner, or agent ("landlord"), or because the Landlord (as a Water Service Provider's Customer) has failed to pay an overdue Invoice, unless one of the following four conditions are met:
  - (a) The tenant agrees in writing to the Disconnection ;
  - (b) The landlord signs a notarized statement that the premises to be affected by the Disconnection are or will become vacant;
  - (c) The Water Service Provider by personal inspection determines that the premises to be affected by the Disconnection are vacant; or
  - (d) The Water Service Provider submits to the tenant a Disconnection Notice as per the terms of Section 17 and Section 18
- 19.2 In the case of multi-unit dwellings, a Water Service Provider shall make every reasonable attempt to deliver personally the Disconnection Notice, at least one an adult occupant of each dwelling unit.
- 19.3 With respect when multi-unit dwellings have a single water meter, the Water Service Provider must also post the Disconnection Notice at or near common use entrances to the building or buildings affected.
- 19.4 In any cases of Disconnections for leased or rented premises, Disconnection Notice must in addition to the applicable disclosures inform the tenant, how service can be continued either by the offer to the tenant the opportunity to obtain Water Services in the tenant's name, or whenever the tenant has admitted in writing responsibility for further payment of Invoices of such leased or rented premises.
- 19.5 A Water Service Provider shall not be entitled to require the tenant, in order to pay for any charges incurred by the landlord, or demand a deposit or advance payment based on the landlord's credit history to be able to ensure in its own name the supply of Water and Wastewater Services as per the right granted under sub-section 19.4 above.

- 19.6 The provisions of this Section are also applicable, if a Municipality requests that the Water Service Provider disconnect residential service at a dwelling, where the Municipality has temporarily put the Water Service Contract in its name on behalf of any occupant of such residential premises.
- 19.7 A Water Service Provider shall not be entitled to require the tenant to pay for any charges incurred by the landlord or demand a deposit or advance payment based on the landlord's credit history. The provisions of this paragraph are also applicable if a Municipality requests that the Water Service Provider disconnect residential service at a dwelling, where the Municipality has temporarily put the service in its name on behalf of the occupant.

#### Section 20: Compensation

In the event if a Water Service Provider fails to follow the Disconnection procedures imposed in this Rule:

- a) An aggrieved Customer shall be entitled to claim compensation from the Water and Service Provider for damages sustained as a result thereof;
- b) Compensation described under (a) of this section, if exists , shall be determined by the Regulator according to guidelines that the Regulator shall establish and taking fully into consideration the nature of the violation; and
- c) The Customer and the Water Service Provider shall have a right of legal recourse in respect of any such ruling.

### **PART IV: COLLECTIVE DISCONNECTIONS**

#### Section 21: Circumstances for Collective Disconnection

21.1 The Water Service Providers can only implement the Collective Disconnections, in any of the following circumstances:

- a) When a group of Non-Paying Customers satisfies the definition of “Qualified Group”
- b) The Water Service Provider has been Physically precluded from taking meter readings or conducting maintenance activities within a defined area; or



- c) Within a specific geographical area approved by the Regulator, the Water Service Provider has identified a pattern of Unlawful Connections and/or Reconnections that is of a substantial proportion and substantially interferes with the Water and Wastewater Service Provider's ability to manage the Water Network.
- 21.2 Collective Disconnections are only admissible, when individual disconnection of each Customer who does not pay, are not technically feasible and should only last for the strict minimum period required to revert Non-Paying Customers to Good-Standing Customers

Provisions for the protection of the Customers in Good Standing, and of the public adversely affected by Collective Disconnection shall be made to the extent technically feasible, as determined by the Regulator.

### **Section 22: Permission from the Regulator for Collective Disconnection**

No Water and Wastewater Service Provider shall not implement the Collective Disconnection procedures, in the absence of an expressed written authorization to do so from the Regulator that shall be considered on a case-by-case basis.

A Water Service Provider's application submitted to the Regulator, for applying the Collective Disconnection procedures, in respect of a Qualified Group shall contain, inter alia, the following information:

- a) The point of connection for water service at which the Collective Disconnection shall occur ;
- b) Reason for Collective Disconnection invoked as per **Error! Reference source not found.**; Section 21
- c) The number and percentage of Non-Paying Customers within the Qualified Group;
- d) Copies of Invoices and notices of late payment as evidence of non-payment or, as determined by the Regulator, an extract taken from the Non-Paying Customer's current account statement.

22.3 In the exposed application addressed to the Regulator for authorizing the procedure of Collective Disconnection , a Water Service Provider must demonstrate in the satisfaction level to the Regulator because it.:

- a) made a report to the local police, making known the planning of the Collective

Disconnection and the geographical area that will be affected ( address) ;

- b) Notified the Municipality in writing, by disclosing the planning of Collective Disconnection and geographical area that would be affected (address);
- c) Made two consecutive Public Announcements of a pending Collective Disconnection, outlining to the Customers how it can be avoided with at least a prior notice period of three (3) and five (5) Business Days prior to such Collective Disconnection;
- d) Included in the Public Announcements the rights of any Customers in Good Standing, to claim compensation from the Water a Service Provider granted as per UNMIK Regulation Nr.2004/49,on the activities of Water and Waste Service Providers, and amendments made by Law Nr.03/L-086;
- e) If the application of the Water Services Provider is not completed regarding the requirements of Article 22.2 and Article 22.3, the Regulator shall take the decision for non-approval.

### **Section 23: Execution of Collective Disconnection**

- 23.1 The initial period of Collective Disconnection duration cannot exceed forty-eight (48) hours.
- 23.2 Upon the conclusion of the initial Collective Disconnection period, the Water Service Provider shall restore the Water Services for a consecutive period of not less than forty-eight (48) hours..
- 23.3 If, upon the conclusion of the first reconnection period, the facts that certified the Collective Disconnection do not exist, the Water Service Provider shall apply the second reconnection for other period of (48) hours.
- 23.4 If, upon completion of the second period, the reasons for Collective disconnection remain yet, the Water Services provider shall submit a written request to the Regulator, for approving the implementation of disconnection for an indefinite duration
- 23.5 Applications for the approval of a Collective Disconnection for an indefinite period of duration shall follow the procedures set forth.
- 23.6 If, at any time during the Disconnection Connection, the reasons for collective disconnection are not met, than the service provider shall immediately terminate the Collective Disconnection , and shall inform the Regulator related this fact as soon as is convenient, but in no case more than twenty (24) hours since the

restarting of supplying of water services.

Upon the completion of the Collective Disconnection procedure, all Customers who are members of qualified group, and who remain in good position with the Water Services Providers will be subjected to the individual disconnection procedures

#### Section 24: Reconnection Payment for Collective Disconnections

The Water Service Provider shall be entitled to demand payment for reconnection as per to cover actual incurred costs. Expenditures are approved in advance by the Regulator.

#### Section 25: Compensation for Damages from Collective Disconnection

If the water provider fails to implement the procedures set forth in this chapter, then:

- (a) Any aggrieved Customer within the Qualified Group shall be entitled to compensation for Damages, sustained as a result thereof in an amount not to exceed the average amount of the Customer's Water Invoice during the previous six (6) months or a lesser period for which there is payment history;
- (b) The amount of Damages shall be determined by the Regulator; and
- (c) The Customer and the Water Service Provider shall each have the right of legal recourse in respect of any such ruling.

#### Section 26: Customer Compensation in Good Standing

- 26.1 In the event that a Water Service Provider as part of a Collective Disconnection implementing procedures set forth in this Rule, disconnects Customers in Good Standing, then the Water Service Provider shall compensate those Customers by providing a credit on future Invoices for Water Services, at a rate two times from average of water quality , which customer would have used had , if they have not been affected by the Collective Disconnection.
- 26.2 For the purposes set forth in sub-section 26.1, the Water Service Provider shall consider that the water used by the Customers in Good Standing who would have not been used affected by the Collective Disconnection, shall be equivalent with the average of water volume consumed by these Customers in the last three (3) months prior to the month where the Collective Disconnection has started, unless

is determined differently by the Regulator upon the grant of authorization for such Collective Disconnection

## **PART V: RECONNECTIONS AND GUARANTEE DEPOSITS**

### **Chapter 6: Reconnections of Water Service**

#### **Section 27: Reconnection by the Water Service Provider.**

- 27.1 A Water Service Provider shall reconnect a Customer's Water Service not later than two (2) Business Days ,after that Customer has paid the amount fully that owe in his invoice, or entered into or complied with the terms of any Payment Arrangement.
- 27.2 A Water Service Provider may agree to reconnect Customer in Water Services to a Customer, prior to such Customer's repayment in full of an unpaid Invoice provided that a Payment Arrangement has been agreed as per the provisions of this Rule.

#### **Section 28: Refusal to Reconnect**

- 28.1 A Water Service Provider may decide to refuse to supply a Customer with repeated non-payment of Invoices for Water Services, unless such Customer would effectuate a Guarantee Deposit as per the provisions of this Rule
- 28.2. Under such circumstances, the Water Service Provider shall be entitled to remove the Customer's Water Services Equipment as per Section 30.
- 28.3. In the event that the premises formerly serviced by such service connection requires reconnection, either by the same or a new occupant, the Water Service Provider shall be entitled to treat such reconnection of service to those premises as a new connection, one week after the Water and Service Provider has notified or has made reasonable attempts to notify Customer of its intentions under this section.

### Section 29: Unlawful Reconnections

- 29.1 The Water Service Provider shall be entitled to disconnect the Customer immediately and without Disconnection Notice upon identification of an unlawful reconnection.
- 29.2 The Customer who after disconnection is reconnected unlawfully shall be subjected to the penalties as specified by the Regulator, and such penalty will to be added by the Water Service Provider to the Customer's Invoice.

### Section 30: Confiscation of Water Services Equipment

- 30.1 The Water Service Provider is entitled to confiscate and remove from the Customer's premises all Water Service Equipment, including all metering equipment placed at the Customer's premises in case the Customer constantly makes unlawful re-connection, notwithstanding the levy of penalties as determined under Section 29.
- 30.2 Before physically removing of all Water Service Equipment, the Water Service Provider shall make an inventory register of all assets, that have been removed shall note their condition and any damages caused by the Customer in such assets that has not resulted from a prudent and normal use of the assets that shall be kept for one (1) year, or until reconnection of Water Services, whichever comes sooner.
- 30.3 Before the removal of any confiscated Water Services Equipment from the Customers' premises, the Water Service Provider shall also verify whether the Service Connection is shut-off, so there is no leakage, nor risk of contamination to the Water Network.
- 30.4 The Water Service Provider is entitled to demand and obtain from the Customer a full compensation for any damages caused to Water Services Equipment by the Customer, as described and estimated in the records kept as per sub-section 30.2 above, before proceeding with the reconnection of the Customer to the Water Network.

## **Chapter 7: Guarantee Deposits**

### Section 31: Guarantee Deposits

- 31.1 A Water Service Provider shall be entitled to require from the Customer that has previously been subjected to Disconnection, to pay a Guarantee Deposit, which does not exceeds the double of average of the total payable amount, as shown in the Customer's monthly Invoices issued as of the last preceding twelve (12) month

period, excluding value added tax and any other taxes, official emoluments and dues charged on the Invoice by any public authority.

- 31.2 A Guarantee Deposit shall not relieve the Customer of its obligation, to pay the Water Service Provider's Invoices as they come due.
- 31.3 When a Customer has made a Guarantee Deposit, and when the Customer is subsequently disconnected from the water service, because of non-payment Invoices, the Water Service Provider is entitled to use the Guarantee Deposit on behalf of unpaid account, unless the Customer shall not later than four (4) Business Days after having been Disconnected apply for reconnection of Water Services, and pay the Delinquent Account, and also may require by Customer to reinforce from time to time the balance of the original Guarantee Deposit up to the maximum amount determined under sub-section 31.1.
- 31.4 The Water Service Provider shall apply the Guarantee Deposit for payment of subsequent Invoices, until such deposit does not show a zero balance from the first month for the following twelve (12) consecutive months, when the Customer has paid all Invoices, including any cumulatively payable amounts, in accordance with the Payment Arrangement, within the term of payments .

## **PART V: PAYMENT ARRANGEMENTS**

### **Section 32: Payment Arrangements**

- 32.1 When a Domestic Customer is unable to pay an Invoice of the Water Service Provider, the Water Service for Customer shall be continued provided with condition, in order the Water Service Provider and the Customer agree for the Payment Arrangement where the Customer.
- a) pays the Invoice and any Delinquent Account in reasonable installments; and
  - b) pays future Invoices by the due date printed on the Invoice or as per the agreed Payment Arrangements .
- 32.2 Payment Arrangements may determine:
- a) If the Water Service Provider will allow the Customer to pay unpaid Invoices and Delinquent Account in installments over a period of time not which exceed twelve (12) months; and that
  - b) during the installment payment period, the Customer must always be required to pay current Invoices.

- 32.3 When determining whether or not to agree to enter into a Payment Arrangement and the terms and conditions to propose to the Customers, the Water Service Provider shall consider the following:
- a) The amount of the Invoice and Delinquent Account;
  - b) The estimated amount of the Customer's future monthly Invoices;
  - c) The Customer's payment history in respect of Past Debt;
  - d) Whenever such an appraisal is possible or practical, the reasons why the Past Debt is unpaid, and whether those reasons will or will not be likely to subsist during the period where the Payment Arrangement would remain in force; and
  - e) in the case of an Indigent Customer, his ability to pay as confirmed by the competent social security authorities, whenever this information can be readily available.
- 32.4 The Water Service Provider and Customer shall enter into a Payment Arrangement in writing under a contract that shall substantially follow the content and format of the model contract attached as an appendix to this Rule.
- 32.5 The Water Service Provider shall prepare and issue a copy to the Customer a draft of the contract referred to under sub-section 32.4 above, not later than five (5) Business Days after the date where the Customer has been approached to enter into a Payment Arrangement so as to grant to the Customer, an opportunity for the review and verification of the terms of such agreed Payment Arrangement.
- 32.6 The draft contract, whereby a Payment Arrangement is to be agreed with the Customers, or any communication sent at the same time to the Customer for such effect shall specifically note that:
- a) Failure to comply with the Payment Arrangement may result Disconnection; and
  - b) The Customer is entitled to contact their local Customers' Consultative Committee, if the Customer disagrees with the terms of the draft contract, whereby the Payment Arrangement is to be agreed within ten (10) Business Days from the date of receipt of the draft of such contract.

- 32.7 Water service provider will not disconnect any customers due to the failure to meet the payment agreement which was not made in writing with the consumer under the contract referred to Article 32.1.
- 32.8 If the customer fails to enter into a contract with the Water Service Provider for a Payment Agreement, respectively for the payment of any bills, that the customer owes for services provided within ten (10) business days, from the date of receipt of that draft contract, or by any decision taken by Customer Advisory Commission, the Water Services provider may consider, that the customer has refused to enter into a payment agreement, and shall be entitled to disconnect the Customer within terms and conditions determined by this Rule .

### Section 33: Good Faith Disputes

- 33.1 In the event of a Good Faith Dispute, on any amounts due in a Delinquent Account or under a Payment Arrangement or in a Current Invoice, the Water Service Provider shall not be entitled to Disconnect the Water Services, until it completes an investigation and the Customer agrees with the payment terms as determined in UNMIK Regulation No. 2000/49, on the activities of Water and Waste Service Provider, and Amendments made by Law Nr.03/L-086.
- 33.2 Any investigation of a Good Faith Dispute must include:
- a) Review of Water Service Provider records, to identify date and amount of Invoices sent to the Customer, and date and amount paid by the Customer;
  - b) Controlling of Customer Receipts for payment
  - c) Summary of results, that shows the total amount which the customer owes.
- 33.3 The Water Service Provider shall report the results of the investigation conducted pursuant to sub-section 33.2 to the Customer, and maintain written records for a minimum of two (2) years, after the investigation results are reported to the Customer.
- 33.4 Good Faith Disputes that cannot be resolved amicably may be referred to the Customers' Consultative Committees, at the request of the Customer as per procedures established for such committees.



## Section 34: Payments for Disconnection Notices, Disconnections, and Reconnections

- 34.1 When a Water Service Provider dispatches its employees to the premises of any Customer, for the purpose of delivering a Disconnection Notice, or Disconnecting such Customer, or Reconnecting a Disconnection, then a payment may be added by the Water and Service Provider in Consumer's Invoice, in order to cover costs of the Water Service Provider that dispatch such employee to a Customer's premises.
- 34.2 Payments referred to under sub-section 34.1 shall be calculated and charged as per an Appendix 1 to this Rule.

## **PART VII: ENFORCEMENT, PENALTIES, AND APPEALS**

### **Chapter 8: Enforcement of Disconnection Rule**

#### **Section 35: Enforcement of Disconnection Rule**

- 35.1 The Regulator will monitor the respecting of Disconnection procedures determined in this Rule, and may take enforcement action or Service Tariff's decisions based on performance of a Water Service Provider.
- 35.2 Monitoring of compliance shall be made on the basis of the records and reports prepared and kept by the Water and Service Providers, as per the rules that the Regulator shall determine from time to time.
- a) based on data and reports prepared and maintained by the Water Service Provider, the rules which the Regulator shall determine from time to time, and
  - b) based on direct monitoring on the field, of respecting for disconnection procedures disconnection determined in this rule by Regulatory Monitoring Team.

### **Chapter 9: Records and Reports on Disconnections**

#### **Section 36: Records and Reports on Disconnections**

- 36.1 **Regulatory Reports.** Each Water Services Provider will prepare , register and submit reports to the Regulator in the prescribed format and within specified intervals by the Regulator from time to time.

- 36.2 **Progress Report** Each Water Service Provider must submit a monthly report at the latest by the date 20 (twenty) of each month, regarding the disconnection, collective disconnections and other records required by the Regulator ad hoc. The Report format is specified from time to time and approved by the Regulator.
- 36.3 **Location of Data Storage** . All data on disconnections, will be held at the main office of the Water Services Provider, and will be available during the regular working hours , in order to be controlled by the Regulator.
- 36.4 **The Monitoring Report Team** acting in accordance with Article 35.b of this Rule , The Regulator Monitoring Team shall submit a written report of findings in the field.

## **Chapter 10: Offenses and Penalties**

### **Section 37: Offenses and Penalties**

- 37.1 Failure to comply with any of the procedures and timelines specified in this Rule, shall constitute an offence and may subject the defaulting Water Service Provider to a fine levied as per the UNMIK Regulation No. 2004/49, on the Activities of Water and Waste Services Providers, and Amendments made by the Law Nr.03/L-086
- 37.2 Fines shall be levied as per the procedures established under the Rules, on levying of fines and with any other procedural Rules as determined by the Regulator from time to time.

## **Chapter 11: Appeals**

### **Section 38: Appeals**

- 38.1. The Water Service Providers may appeal to the Review Committee established pursuant Administrative Direction 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 the Disconnection procedures established under this Rule.
- 38.2 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 the provisions established in this Rule as per the UNMIK Regulation No. 2004/49, on the Activities of Water and Waste Services and Amendments made by the Law Nr.03/L-086

## PART VIII: MISCELLANEOUS

### Section 39: Languages

39.1 This Rule is issued and published in three (3) versions written in the official languages in use in Kosovo:

English;  
Albanian; and  
Serbian.

I39.2 In case of any discrepancy between any of the versions in which this Rule has been issued, the English version shall prevail.

### Section 40: Entry into Force

This Rule shall enter into force thirty (30) days from the date of its issuance.

.....  
Raif Preteni  
Director  
Water and Waste Regulatory Office

## APPENDIX

## **APPENDIX 1**

### **PAYMENT FOR NOTICE, DISCONNECTION, COLLECTIVE DISCONNECTION AND RECONNECTION**

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<b>Nr.</b>	<b>Activity of Service Provider</b>	<b>The amount for billing</b>
<b>1</b>	<b>Preparation and submission of disconnection notice</b>	<b>10 EURO</b>
<b>2</b>	<b>Service disconnection</b>	<b>25 EURO</b>
<b>3</b>	<b>Service reconnection</b>	<b>25 EURO</b>
<b>4</b>	<b>Repair of leaks in customer premise</b>	<b>According to published rates for materials and handiwork</b>
<b>5</b>	<b>Penalties for non- repairing of leaks at customer premise</b>	<b>100 EURO</b>

## APPENDIX 2

## CONTRACT MODEL FOR PAYMENT AGREEMENT

## CONTRACT MODEL FOR PAYMENT OF OLD DEBTS AND NEXT DEBTS TO THE WATER SERVICE PROVIDERS

*(Name of Water Service Provider)*

(Address of Water Service Provider )

(Name of Municipality)

Reference Nr. Of Service Provider:

**Identification Nr of Customer:**

**Date:** Account Nr of Customer :

## PAYMENT CONTRACT OF OLD DEBTS

**This contract is made to disclose the value and made payment of old and next debts for Water and Wastewater Services ("Contract") in the value of \_\_\_\_\_€, date \_\_\_\_\_, 201X.**

## AMONG

(1) [REDACTED] Water Service Provider ("Service Provider ")  
and

(2) [REDACTED] with ID Nr. [REDACTED], and main address

(“Customer”).

Referred to individually as "Party" and collectively as "Parties"

## DESCRIPTION

**Given the fact** that for customer is known:

- a) Was involved in the Water Network that is operated by the service provider, whether legal with connection or illegally connection, and has not paid the outstanding account, and
- b) Customer acknowledges that he or she is not identified as vulnerable Customers,

**Given the fact that** the parties agree, that the service provider has demonstrated in satisfactory manner that has in his notes the following information:

- a) Correct name and address of the customer, and / or
- b) History of customer payments in his file, including records of water measure when is possible, and

**Given the fact that** the parties agree to enter into this contract is in accordance with UNMIK Regulation 2004/49 and amendments made by Law Nr.03/L-086, Rule on Debt forgiveness and atonement of the Old Debts and the Rule on Disconnection of Water Services;

**Therefore,** in the spirit of what was said above, the parties agree as follows:

### Definitions

**"Next Debt" means** all debts evidenced by no disputed invoices, issued by the Service Provider to the customer, with or after January 1st, 2003, which was not completely paid as defined in Rule for forgiveness of old debt by the Regulator;

**"Unpaid account"** means the account between the Customer and Service Provider, which is not regulated (paid) by the Customer in the usual spirit of business, regarding the Old and Next Debt, when Customer has received invoices on time, and had a reasonable time to pay.

**Invoice "means** the (commercial) document, issued by the Service Provider to the Customer, which marks the rendered services, delivered goods, the applicable Service Fees, their prices or applicable fees, any tax or official fine, and the total amount that the customer owes. Service Provider may, by his decision, if required by law or determined by the Regulator from time to time, to include the additional information;

**"Old Debt"** means all consumer debts evidenced by the uncontested invoices issued by the Service Provider to that Customer, with or before 31st December 2002, which

have not been paid in full ,as defined in Rule on forgivingness and adjustment of old debts.

**"Vulnerable customers" means:**

- Any person, who is certified by a doctor that is endangering the life or health without Water Services;
- Each customer classified by the Ministry of Labor and Social Welfare, in accordance with current law, as poor , and Service Providers is advised to enable to be paid his invoice by the Social Welfare Authorities

All other terms and phrases used in this contract with written words in capital letters will be ordered and interpreted in accordance with definitions provided in UNMIK Regulation 2004/49 ,and amendments made by Law Nr.03 / L-086, and the Rule on forgiveness of old debts.

**1. Acceptance and accuracy of Invoice**

- (a) With this, the customer admits that has received invoices attached to this Contract by the Service Provider, and those invoices reflect accurately the full amount of unpaid account, which the Customer has remained to Service Provider.
- (b) With this, the customer further acknowledges, that all debts included in this contract are caused during the period, starting date \_\_\_\_\_ month \_\_\_\_\_, XXXX, and ended on \_\_\_\_\_ of \_\_\_\_\_, XXXX.
- (c) Payment that has to be made by the customer, as specified in this Contract shall include full payment of all liabilities of Customer to Service Providers..

**2. Timeframe of Payment :**

**3.**

- (a) **Full payment regarding the registered and billed customers** : Customer with this agrees for his obligation to pay its outstanding account to the Service Providers, for the total amount of \_\_\_\_\_ €, as shown in the bill issued by the Service Provider, pursuant to this Agreement and attached to it;
- (b) **There will not be paid interest:** The service provider will not apply interest on the amount, which has to be paid to fix the outstanding account.
- (c) **Payment Plan:** The Service Provider offers, and customer agrees to pay the full amount of the invoice for payment , in compliance with payment agreement , that is consisted from the same monthly installments, on the amount of \_\_\_\_\_ € (write the amount in letters ) for \_\_\_\_\_ month , starting with the first payment that must to be made on date \_\_\_\_\_.



4. **Others**

- (a) **Governing Law and Disputes:** This Contract, respectively the rights and obligations of the parties that arise from this contract will be governed, interpreted and explained based on the laws of Kosovo, and from now any controversy will be a matter and remain as a matter of Kosovo Courts.
- (b) **Complete Agreement:** This Agreement, together with the attached invoice, represents the complete agreement between the parties regarding the payment of debt, and prevails over all previous agreements orally or in writing between the parties dealing with this Contract.
- (c) **Transfer:** Parties agree that: Service Provider will not be entitled with this contract to transfer any and all rights and interests to any another person, without the consent of the customer, and the customer with this Contract will not be able to transfer the rights or obligations of any third party without written consent from the Service Provider.
- (d) **The Parties:** This contract is issued in two (2) original copies; each party will keep a copy.

**As evidence** that this Contract is executed on the first day written above by

For and on behalf of: \_\_\_\_\_  
(Title of Service Provider)

Represented by: \_\_\_\_\_  
(Name of Authorized Representative)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Name of customer)

Represented by: \_\_\_\_\_  
(Name of Authorized Representative)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_