



Republika e Kosovës - Republika Kosova - Republic of Kosovo

AUTORITETI RREGULLATOR PËR SHËRBIMET E UJIT
REGULATORNI AUTORITET ZA USLUGE VODE
WATER SERVICES REGULATORY AUTHORITY



**RULE NO. 03/2016
FOR CUSTOMERS' CHARTER ISSUED BY WATER SERVICE
PROVIDER IN KOSOVO**

July 2016

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Pursuant to the section 4 paragraph 3.6, Section 21 paragraph 1 and Section 47 of the Law No. 05/L-042 for Regulation of Water Services (Official Gazette of the Republic of Kosovo No 4/2016, 14 January 2016) The Water Services Regulatory Authority issues:

RULE NO. 03/2016
FOR CUSTOMERS' CHARTER ISSUED FOR WATER SERVICE PROVIDERS IN
KOSOVO

PART I: GENERAL PROVISIONS

Section 1: Purpose

1. The purpose of this Rule is to establish the contractual relationships between the Customers and Service Providers through the establishment and enforcement of rules in respect of:
 - 1.1. Minimum content of the Customers' Charter, and the system by which system by which Water and Service Providers draft and issue it to its Customers.
 - 1.2. Minimum content and conditions of the Water Services Contract with Customers;
and
 - 1.3. Minimum content of the invoice to Customers for Services rendered.

Section 2: Scope

1. The Service Provides are required to issue a Customers' Charter to all existing and future Customers as per the minimum contents as determined in this Rule as amended, supplemented and/or replaced by the Authority from time to time.
2. The Customers' 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:
 - 2.1. Application for services;
 - 2.2. Entering into and execution of Service Contracts;
 - 2.3. Request to Customers to effect deposits for equipment and to guarantee payments due to the Service Providers;
 - 2.4. Interruption of services;
 - 2.5. Management of Customer's inquiries and complaints.
3. Service Providers are required to enter into a contract for services with customers the minimum content specified in this Rule and bill the customers as determined in this Rule.

Section 3: Definitions

1. The Terms and expressions used in these Rule shall bear the following meaning:
 - 1.1. **Authority – Water Service Regulatory Authority (WSRA)** as an independent authority, responsible for regulating the activity of Service Providers in Kosovo.
 - 1.2. **Business Day** – any day other than Saturday, Sunday, or a day which is a public holiday in Kosovo;
 - 1.3. **Invoice** – a commercial document to pay the service provided, which specifies the minimum amount of debt to be paid and the period for which the service was provided, issued by the Service Provider to the customer in the official languages of the Republic of Kosovo;
 - 1.4. **Customer's Service Pipe** – the pipe from the Service Provider's distribution to the Customer's water meter, or to the Customer's premise (in cases when the water meter is inside the Customer's premise) that consists of two parts:
 - 1.4.1. **Connection Pipe** – 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;
 - 1.4.2. **Supply Pipe** – the pipe from the property line of the Customer's (i.e. within the property line) and its maintenance is the responsibility of the customer.
 - 1.5. **Customer Charter** - the document given to the Customers by Service Providers, which is based on regulations issued by the Authority, which clearly states the rights and mutual obligations between Customer and Service Provider regarding the provided services;
 - 1.6. **Category of customers** - Category of customers is defined as following:
 - 1.6.1. **Domestic customer** – domestic customer classified by the Service Provider as a person using the services of his or her residence for household needs;
 - 1.6.2. **Commercial/industrial customer** – 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;
 - 1.6.3. **Institutional customer**- any legal entity classified by the Service Provider as a governmental authority, local authority, 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 No. 02/L-123;

- 1.7. **Customer's Consultative Committees** – committees described and established with Article 26 of the Law No. 05/L -042;
- 1.8. **Review Committee** – the committee to review decisions of the Authority according to the Law No. 05/L -042;
- 1.9. **Customer** – any person that has entered into a Service Contract, or has received services supplied by a Service Provider;
- 1.10. **Service Contract** – the standard contract that shall be entered into and between the Water Service Providers and the Customers, which regulates the provision of services, rights and obligations of contracting parties;
- 1.11. **Lawful connection** – the link between the customer premises, which is in the Customer's Registry and distribution network of water services made by the Service Providers in accordance with the Law;
- 1.12. **Unlawful connection** – the link between the customer premise and distribution network for water and wastewater service that was not provided by the Service Provider of water and wastewater and in accordance with the Law;
- 1.13. **Service License** – a permission issued by the Authority by which is given the authorization for provision of Water services;
- 1.14. **No Objection Letter** – a letter issued by the Authority stating no objection to whatever action it responds;
- 1.15. **Payment Arrangement** – an arrangement entered into and between a Customer and a Water Service Provider for the payment of the debt that customer owes to Service Provider;
- 1.16. **Public Enterprise** – enterprises defined by the Law on Public Enterprises, which operate under the Law on Trade Companies;
- 1.17. **Termination** – the termination of the provision of services by the Service Provider for health reasons, operational non-payment of invoices by customer or for other reasons determined by this Law No. 05/L -042;
- 1.18. **Premise** – the location for which is required or provided water services;
- 1.19. **Service Provider** – the water and wastewater service and bulk water supply;
- 1.20. **Person** – a natural or legal person that might be public or private;

- 1.21. **Vulnerable Person** – any natural person deemed to be at risk with respect to his/her life or health without Water Services, provided that such fact can be confirmed by a licensed physician or any Customer classified by the Ministry of Labour and Social Welfare as indigent and destitute, and advised to the Water and Wastewater Service Provider as entitled to have his/her invoice paid by the Competent Social Welfare Authorities;
- 1.22. **Wastewater network** – all assets used for and/or in connection with the provision and/or receipt of Wastewater Services;
- 1.23. **Water network** – all assets used for and/or in connection with the provision and/or receipt of water Service Provider for the provision of water services;
- 1.24. **Service Standard** – the standard of service that apply to that Service in the accordance with the current legislation;
- 1.25. **Sewage Service** – service in physical infrastructure that serve to convey the polluted waters;
- 1.26. **Water Supply Services** – collection, processing and distribution of water for human consumption and network and facilities operation for that purpose;
- 1.27. **Water services** – the water and wastewater services and bulk water supply;
- 1.28. **Service area** – the region or municipalities within which the relevant Service Provider must provide its services based on service license.

Section 4: Rules of interpretation

In this Rule:

- 1. Any term and expressions used in this Rule which are not specifically defined, and which can be elusive, will contain meanings as defined in the laws or in any other applicable law in Kosovo;
- 2. 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 Authority; and
- 3. Words of any gender shall include the other gender;

Section 5: Applicability

All Water Service Providers are obliged to comply with the provisions of this Rule.

PART II: RIGHTS AND OBLIGATIONS

Section 6: Rights of Customers

1. The customer has the right to:
 - 1.1. Be connected to the Water network and wastewater collection system whenever technically and economically feasible;
 - 1.2. To have Access in a non-discriminatory manner to water services subject, only to entering into a service contract and payment of respective invoices issued for such service rendered;
 - 1.3. To provide the services at the minimum levels of quality, safety and reliability determined by the Authority and to be informed of such Service standards at all times;
 - 1.4. A fair, lawful and transparent invoicing for the services rendered as per Rules approved by the Authority;
 - 1.5. Be informed on his rights and obligations as foreseen in the Customers' Charter and under the service contract;
 - 1.6. Access to all his personal data filed at the Service Provider's files/or electronic file of customers (database) of Service Providers dealing with customers and correct any inaccurate data found in such files and records;
 - 1.7. To protect the confidentiality of personal data filed and processed by the Service Providers in the manner prescribed in this Rule;
 - 1.8. To be informed of water Service Provider that has sought approved form the Authority 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;
 - 1.9. Complaint on any facto or events that might constitute a default by Service Providers of their obligations imposed under the customer's charter, the services contract, or in any other applicable Rule and/or Order issued by the Authority, and to have any of such complaints processed and treated by the Service Providers in a fair and timely manner.

Section 7: Obligations and customers

1. The customer has the obligation to:
 - 1.1. Enter into a service contract with the Service Provider in time and manner stipulated in this Rule;
 - 1.2. Proceed to prompt and timely payment of all invoices issued by the Service Provider for the water rendered;

- 1.3. Proceed to payment or otherwise settle past debts according to the legislation into force;
- 1.4. Inform Service Provider, when the customer is a vulnerable customer or when the customer is visually impaired;
- 1.5. Cooperate with Service Provider in all reasonable matters requested to facilitate the provision of services;
- 1.6. 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 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 at the water network;
- 1.7. Facilitate and allow Access of Service Providers to their premises for the purpose of reading the meters that indicate consumptions of water;
- 1.8. Respect the integrity of such meters, refrain from tampering with the same and/or to put on or do the meters any works not authorized by the Service Providers;
- 1.9. 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 services and make a prudent use of the same as per technical specifications and/or instructions of the Service Providers, whether such assets are of the Customer's property or of the public property domain operated by the Service Providers;
- 1.10. Promptly repair leakage in piping and plumbing that is the Customer's responsibility;
- 1.11. Promptly notify the Service Providers of any facts or circumstances that are evidently capable of causing any disruption on the supply of services and/or any deterioration of the assets that are part of water network, and/or used for and/or in connection with the provision and/or receipt of services occurred in their properties.

Section 8: Rights of Service Providers

Service Provider shall have the right to:

- 1.1. Invoice the Customers for the services rendered as per lawful service tariffs as approved by the Authority from time to time;
- 1.2. 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 by the Authority time after time;
- 1.3. Collect, maintain, update, process, and user personal data of the Customers for the sole and exclusive purpose of provision of, and invoice for the services in strict accordance, with the determination of the Authority in this respect as set forth in this Rule and/or as determined by the Authority from time to time;
- 1.4. 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 services, as per the terms set forth in the Service License granted by the Authority for the provision of such services;

- 1.5. Operate exclusively in the service areas defined in the Service License granted by the Authority to authorize the provision of services;
- 1.6. 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 services as per the decisions and Rules of the Authority.
- 1.7. 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 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 decisions and Rules of the Authority.
- 1.8. Proceed to the disconnection of customers that have failed to make timely payment or make timely payment arrangements for invoices issued calculated as per lawful service tariffs, as approved by the Authority from time to time;
- 1.9. 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 of any other assets or systems used for the provision and/or receipt of water network in the manner prescribed by the Authority from time to time;
- 1.10. 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 the Republic of Kosovo, on property and real estate.

Section 9: Obligations of Service Providers

1. Service Provider shall have the obligations to:
 - 1.1. Respect all terms and conditions of the Service License to be issued and enforced by the Authority to authorise the provision of services;
 - 1.2. 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 services as the terms of the Service License and/or the provisions of the Customers' Charter when technically and economically feasible as determined by the Authority from time to time;
 - 1.3. 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 provision of the Customers' Charter;
 - 1.4. Respect and comply with the terms of their public interest obligation of providing

- water service to rural areas within their service areas as per the terms of service license and/or the provisions of the Customers' Charter;
- 1.5. Invoice to the customer only lawful service tariffs calculated and invoiced in strict accordance with the determinations of the Authority as issued and enforced from time to time and refrain from charging any other unauthorised amounts to customers;
 - 1.6. Not engage into any activities or businesses that may be incompatible with the public service obligations undertaken under the terms of the service license, the provisions of the Customers' Charter and/or in any other applicable Rules;
 - 1.7. 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 applicable Rules;
 - 1.8. 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;
 - 1.9. 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;
 - 1.10. 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;
 - 1.11. Record Customers who are Vulnerable Customers or visually handicapped and provide appropriate services to support and to communicate with these Customers;
 - 1.12. 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;
 - 1.13. 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

Section 10: Contents of Customer's Charter

Customer's Charter is a document that forms the basis of the relationship between the Service Provider and its customers. This document defines the basic rights and obligations of customers in relation to the Service Provider and vice versa.

Section 11: Language of Customers' Charter

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 Customers.
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 12: 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 13: Authority 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.

Section 14: Issue of the Customers' Charter

1. The Water Service Providers shall keep enough hard copies to give to each customer upon their request and have additional copies in the office for new customers and new members of Service Provider staff.
2. Additional information on full technical and/or commercial details of the Services will be available free of charge on demand by the Customer to the Service Provider.

Section 15: Dissemination of the Customers' Charter

1. Services Providers shall disseminate copies of the Customers' Charter to its customers and/or to the general public through:
 - 1.1. Its publication at the internet site of the Service Provider and the Authority;
 - 1.2. Keeping enough copies of the Customers' Charter in each of official languages at the offices of the Service Provider.

Section 16: Costs for Preparing, Printing and Issuing Customers' Charter

Water services shall be solely responsible for the all costs associated with preparing, printing and issuing the Customer's Charter, and shall include all costs in the calculation of Service

Tariffs.

Section 17: Modification of Customer's Charter

Service Providers shall submit in advance any substantial changes they propose to introduce in their Customers' Charter to the Authority for review that shall be made as per Section 14. of this Rule.

Section 18: Issue of Modified Customers' Charter

Within one (1) month of receiving Authority'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 14 of this Rule.

PART IV: SERVICE CONTRACT

Section 19: Content of service contract

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

Section 20: Authority Review of Service contracts

1. Service Providers shall prepare and submit to the Authority a draft of service contract, prepared substantially in the terms foreseen under Appendix 2 of this Rule.
2. Within twenty (20) working days from the date of receipt of service contract, Authority shall send to the Service Providers either:
 - 2.1. A no objection letter; or
 - 2.2. Proposal, amendments regarding the particular stipulations of the draft service contract would need to be amended to confirm such draft contract to the provisions of this Rule, and/or to the essential features to the service contract pursuant to the standard form attached as Appendix 2 to this Rule.

3. Under paragraph 2.2 Section 20, Service Providers shall introduce the amendments, proposals of contract as determined by the Regulator and resubmit such draft to the Authority and resubmit such draft to the Authority within ten (10) working days.
4. Further to the receipt of the No Objection Letter from the Authority, the Service Providers shall finalize the service 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 21: Modification of service contract

1. Service Providers may submit at any time to the Authority any substantive changes they propose to their service contract and the Authority shall review such amendments to such contracts as per Section 20 of this Rule.
2. Any modification of the service contracts shall be entered by the Service Providers with all their customers as per the rules stipulated in Section 20 of this Rule.

PART V: REGISTER OF CUSTOMERS

Section 22: Registration of Customers

1. Service Providers shall organize and maintain a Register of Customers that entered into a service 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.
2. Register of Customers can be used for preparing and issuing the customer invoices and other communications to Customers.
3. Service Provider shall prepare in writing instructions for Customers, who want to inspect their records at the Register of Customers and send a copy of these instructions to the Authority who shall periodically inspect to assure compliance.

Section 23: Content of Records of Customers

1. Records to be filed at the Register of Customers shall include at minimum the following data:
 - 1.1. A single number of customers;
 - 1.2. Address, e-mail and the personal phone number of customer, which will be used by Service Providers in case of sending the invoice and notices;
 - 1.3. Address and workplace;
 - 1.4. The preferred language of communication;

- 1.5. Number of members in the customer's household;
 - 1.6. A unique account number for each customer's connection pipe;
 - 1.7. Customer's name and address of the premises served with Service Providers;
 - 1.8. Address where invoice should be sent to the Customer, if different from any of the addresses in the paragraph 1.2;
 - 1.9. Customer's user category as established for purpose of computation of the service tariffs applicable as per the Rule on Service Tariffs;
 - 1.10. The diameter of connection pipe to the water network;
 - 1.11. Customer water meter identification number and size;
 - 1.12. Details of service contract signed with the customer including the date of its signature and date of entry into force;
 - 1.13. Details of any contracts of past debt and/or any Payment arrangements entered with the customer;
 - 1.14. Customers current account evidencing all relevant historical data of the Customer, as to all invoices issued and status of their payment since the creation of the registry of the customer;
 - 1.15. Any entry evidencing the customer as a Vulnerable Customer made pursuant to Section 25 of this Rule;
 - 1.16. Service Providers may add any additional data relevant to their effective operations and provision of services to the customer, such as technical data on connections to the water network, water meter, and technical history of such connections and of all repairs and maintenance work made on such connections;
2. It is expressly and strictly forbidden to store the following data at the register of customers;
 - 2.1. Religion or religious affiliation of customers;
 - 2.2. Ethnicity of the Customers;
 - 2.3. Gender of customers;
 - 2.4. Political affiliation of customers;
 - 2.5. Affiliation of customers in any other associations, social groups or organization of any kind; and
 - 2.6. Any other private data of customers not required for the provision of services and any data which is forbidden under any other applicable Law;
3. Service Providers shall promptly remove from the register of customers any forbidden data/or any personal data of customers that has been deemed as not suitable for storing that in the Republic of Kosovo:
 - 3.1. Any order of the Authority;
 - 3.2. Any order issued by any other competent public authority of the Republic of Kosovo;
 - 3.3. Any order issued by any court of the Republic of Kosovo of competent jurisdiction; and/or

- 3.4. Any recommendation issued by the Ombudsperson institution of Kosovo as endorsed and enforced by the Authority.

Section 24: Vulnerable Persons

1. The Service Providers 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.
2. The Service Provider shall enter in the Register of Vulnerable Customers and assure an adequate communication to customer.

Section 25: Format of records in the Register of Customers

Each Service Provider shall maintain records on paper pertaining to the Register of Customers, in hard copy and using any computer software program for information management.

Section 26: Security and protection of customers' data

1. The Service Providers shall protect the personal data in the Register of Customers, in compliance with the legislation in force.
2. The Service Providers shall also:
 - 2.1. 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;
 - 2.2. Refrain from using the Customers' data for any purpose other than those strictly and directly connected with the provision of services;
 - 2.3. Refrain from granting Access to the Register of Customers to any third parties other than the Authority, other public authority expressly empowered to access to the Register of Customers per any applicable law in the Republic of Kosovo.

Section 27: Reporting to the Authority on customer service contracts

The Authority shall monitor the entering into service contracts as per a regular report that the Service Providers shall be obliged to prepare and to deliver to the Authority as per Section 40 of this Rule.

PART VI: INVOICE FOR SERVICES

Section 28: Issue of Customer Invoice

1. Service Providers shall invoice their customers at least once every month.
2. Invoices shall be issued in printed form and delivered by post, through the staff of Service Providers or any authorised person from the Service Provider in the address of record of the customer.
3. Distribution of invoices to be done based on legislation in force on the data protection.
4. Invoices shall be in official languages in use in the Republic of Kosovo.

Section 29: Content of a Customer Invoice

1. Service Provider will include the following information on each invoice for all customers:
 - 1.1. A unique Invoice number;
 - 1.2. The customer's Identification number in the register of customer;
 - 1.3. The customer's category (domestic or commercial-industrial, or institutional);
 - 1.4. The address of property of the service provisions;
 - 1.5. The amounts the customer is required to pay the for each service, and the total amount of debts;
 - 1.6. The amounts the customer is required to pay the grand total amount showed in the Invoice;
 - 1.7. The grand total amount must be shown clearly;
 - 1.8. The methods by which the customer can pay the invoice and information on facilities provided by the relevant Rules of the Authority, in cases where the customer is experiencing financial difficulties;
 - 1.9. A telephone number for enquires about the invoice and a 24 hour available for Service Providers, for receiving queries/complaints about bills and other services;
2. Service Providers must specify separately the tariffs and amount invoiced for every service in every invoice issued;
 - 2.1. Value denominated in official tariffs for each service separately, approved by the Authority for the relevant billing period;
 - 2.2. The previous and last figure of water meter, and the difference of these two numbers, expressed in m³;
 - 2.3. The estimated amount of water consumption expressed in m³, in the absent or non-functioning of water meter;
 - 2.4. The billing amount for each service calculated according to the methodology described in the billing of the Tariff Policy, a document issued by the Authority;
 - 2.5. Any other charge in connection with the provision of water services such as: charge for service provided, either at the request of the customer or secondary

services regulated by the tariff policy issued by the Authority or the internal regulations of Service Providers approved by the Authority, or the amounts due to the failure of a customer to fulfil an obligation such as fines for delayed payments, disconnections, and reconnections;

2.6. 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.

3. The minimum content and format of the bill will be approved by the Authority.

Section 30: Payment warning and Disconnection for Non-Payment

1. The service provide 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:

1.1. The first warning must urge the customer to pay the invoice within twenty (20) working days or incur service interruption. This observation is specified in the bill;

1.2. The second objection must be processed in hard copy, through which the customer is obliged to pay the bill within (5) working days or termination of services result. The customer will be charged the fee for this warning by the applicable bylaw.

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.;

3. The 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 warning issued and delivered pursuant to this section as per the applicable Rules.

Section 31: Methods of payment of the invoice by the customer

1. Service Providers shall inform in writing the consumers about the methods of payment of the invoice which should be aimed at facilitating the payment of the bill as much as possible and which may include the payment through bank automatic machines and bank transfer when it is technically and economically feasible.

2. Service Providers shall establish the locations of payments including their offices, local banks and/or outposts, which should be as close as possible to the residences and/or place of business of the customer and which should work in regular working days and hours.

Section 32: Customer Invoices for Multiple Accounts

1. When Service Providers invoices a single customer for multiple accounts, the invoice shall include a summary page listing each account number, invoice, account name, and amount

due for each account and the aggregated total amount due by the customer for all those accounts.

2. When Service Providers receive a payment from a single customer for multiple accounts, the payment shall be allocated to the respective accounts.

Section 33: Customer equipment with the Past Invoice History

1. Each 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.
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:
 - 2.1. 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
 - 2.2. A clear itemization of the amount for each invoice rendered during the period to which the data relates.
3. The Service Providers may require a payment in an amount sufficient to cover reasonable incurred administrative expenses for all subsequent request for a past invoices history made by the same customer for the same service location within a twelve (12) months.

Section 34: Unintentional Invoicing Errors

The Service Provider shall adjust an invoice, in which the customers has been undercharged or overcharged as a consequence of a non-implementation of Service tariffs or human errors, and post a credit or debit, depending on case, the account of customer for a very equal to that of the error, within twenty (20) working days from the date the error was revealed or in the case of a dispute with the customer, not later than twenty (2) working days from the date when the dispute was settled.

Section 35: Wilful Overcharging by the Service Provider

In the event when the Authority discovers that the Service Providers wilfully overcharging a customer, the Service Provider shall be obliged 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, if the latter applies, the amount of which is determined by the laws in force, if the amount to be is not credited in the customer's account within twenty (20) working days, following the date at which the Authority found Service Provider at fault.

Section 36: Fraudulent undercharging by Service Provider

In the case that a Service Provider has underground the customer, as consequences of fraudulent and/or wilful misconduct on the part of the customer acting alone or in collaboration with staff of the Service Provider, the customer shall within twenty (20) working days the date at which the customer has been found liable for such action, remit the full amount undercharged to the Service Provider or be disconnect. In addition, the customer will pay the interest, if the latter applies, the amount of which is determined by the laws in force, if the amount to be paid to providers of services not performed within twenty (20) working days from the date on which errors is confirmed.

PART VII: PUBLIC INFORMATION CAMPAIGN

Section 37: Public Information Campaign Conducted by the Regulator

1. The Authority shall organize and conduct a one-time public information campaign, in order to inform the public about the customer, service contract, invoicing, and service payment, and other issues.
2. The Authority shall inform all Service Providers participate in the public information campaign, and shall seek and/or consider any contributions and suggestions offered by the Service Providers.

Section 38: Public Information Campaign conducted by Service Providers

1. Each Service Provider shall publicize the dissemination of its customers' charter and announce the start of the period for the signing of service contract within its service area.
2. All materials used in any public information campaign conducted by the Service Provider shall:
 - 2.1. Contain or display true, updated, complete and not misleading information;
 - 2.2. Not be mixed with any commercial publicity made by the Service Providers for any other purpose, except if otherwise is determined or approved in advance by the Authority;
 - 2.3. Be made in the language or language more widely spoken in each geographical areas covered by the public information campaigns within the service areas;
 - 2.4. Not make any political, racial, ethnic, gender, sexual, moral and/or religious references whatsoever;
 - 2.5. Refrain from making any comparison between the quality of service and/or service standards of any other Service Providers;
 - 2.6. Comply with draft materials submitted to the prior approval of the Authority; and
 - 2.7. 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 Authority.

3. Service Providers shall coordinate with the Public Information Campaign conducted by the Authority as per Section 37.

PART VIII: ENFORCEMENT AND PENALTIES

Section 39: Enforcement by the Authority

1. Authority shall monitor compliance with this Rule on the basis of reports sent by Service Providers.
2. Authority shall monitor enforcement of this Rule by inspections and surveys and from reports sent by other entities and public authorities.

Section 40: Records and Reports

1. Reports of the Authority: Each Service Provider shall prepare and file reports to the Authority, as required by the Authority time after time.
2. Report of progress: Each Service Provider must submit a report every month at the latest by the date (20) of each following month related to the customer contracts, issuance and collection of bills for the provision of service. Format of report is specified and approved from time to time by the Authority.
3. Location and Preservation of Records: All records shall be kept at the primary office of Service Providers, and shall be available during regular working hours for examination by the Autoriteti.
4. Records and reports retention period: All records and reports foreseen in this Section must be organized and kept by the Service Provider for at least five (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.

Section 41: Administrative and punitive measures

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

Section 42: Appeals

1. The Service Providers may appeal to the Review Committee.
2. The Service Providers may also appeal to the Courts of The Republic of Kosovo from any decision of the Review Committee taken on any concrete decisions as to the enforcement of this Rule in compliance with the applicable law No. 05/L -042.

PART IX: MISCELLANEOUS

Section 43: Languages

1. This Rule is issued and published in official languages in use in The Republic of Kosovo.
2. In case of any discrepancy between any versions in which this Rule has been issued, the Albanian version shall prevail.

Section 44: Repealing Provisions

The entry in the force of this Rule will repeal the Rule of the Customers' Chart for Water Service Providers in Kosovo (R04 /U&K) dated 16 July 2010.

Section 45: Entry into Force

This Rule shall enter into force seven (7) days from the date of signature of the Director of the Authority.

Raif Preteni
Director of WSRA

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- 4. CHARGES FOR OF SERVICE PROVISION**
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