

The background is a satellite-style image of the Earth at night, showing city lights. Overlaid on this are numerous glowing blue lines that represent energy transmission paths, connecting various points across the globe.

## ***General Terms and Conditions***

Energy Community Secretariat



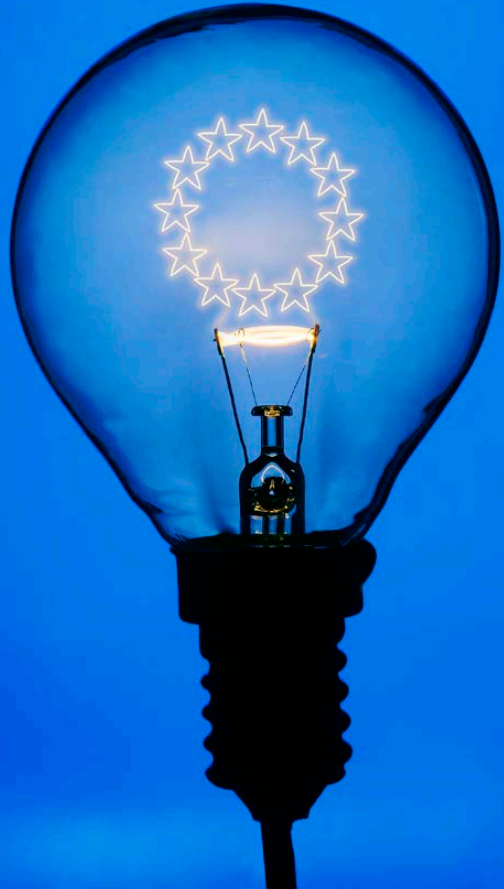
1. **General issues: contract about mutual rights and obligations**
2. Connection to the grid: needed data, technical standards, ownership border, DSO ownership in case of more than one user, property utilization for power lines
3. **Usage of the grid infrastructure: contract terms, obligation of the DSO to provide grid capacity, force majeure**
4. Quality of supply and ancillary services
5. **Operation and maintenance: retroactive grid perturbations, obligation of grid user, examination of customer site**
6. Grid service remuneration
7. **Measuring and load profiles, ownership, managing transition, calibration, measuring station, meter reading, standardized load profile**
8. Storage of data, access by the customer, data transmission
9. **Change of supplier**
10. Data protection and privacy
11. **Invoicing: time limit, treatment of price variations, objections, installments**
12. **Payment, default, reminder, prepayment, security payment, contractual penalty**
13. Change of GT&C
14. Duration, termination, assumption of the contract, legal succession
15. Suspension of the contract in case of violations (security of life, perturbations etc)
16. Termination due to cogent reasons
17. Mutual liability obligations

# 1. General issues



- Legal nature of the GT&C: mostly ordained by the NRA and not simply a standardized contract
- How do the GT&C become binding? Directly as ordained
- Procedure for adoption of the GT&C
- Who is consulted in the drafting process
- Do the GT&C contain mutual rights and obligations: yes, all of them
- Do the GT&C contain – different approaches
  - Provisions supply
  - Comprehensive provisions on connection
- Definition of specific terms: some lacking (e.g. Serbia)

## 2. Usage of grid infrastructure



- Specific data needed for contract: all, but different level of specification
- Time limits to provide new or additional facilities: not all GT&C
- Right of DSO to perform security and technical checks: most of them
- Connection fee: no separate fee – separate methodology
- Definition of force majeure: not in all GT&C
- Ownership border fixes in the agreement: not all GT&C

### 3. Operation and maintenance



- Obligation of DSO to maintain grid and of customer to maintain internal devices
- Obligation of grid user to strictly avoid perturbations to the grid and other grid users by inadequate devices
- Assessment of retroactive perturbations
- Maximum time limit to mitigate perturbations
- Right of DSO to disconnect in case of lack of compliance with limits of standards

Mostly lacking in GT&C

## 4. Measuring and load profiles



- Owner of the meter: different approaches
- Separate fee for meter: not separate
- Frequency of meter reading: different approaches
- Obligation to install smart meter: mostly lacking
- Frequency of data transmission from meter: mostly no provision
- Obligation of customer to provide metering compartment: mostly no provision
- Installed in building or at connection point: mostly no provision
- Who pays for extraordinary calibration: mostly not regulated
- Obligation of owner of building to protect meter: sometimes stipulated
- Permanent access right to meter by DSO: in all GT&C
- National rule for standardisation of load profiles (+ further questions regarding load profiles): mostly lacking
- Storage of data in electronic meters and submission: mostly no provision

## 5. Change of suppliers

- Process design/special switching rules
- Time limit to complete the process
- Effective date of change coupled to the end of calendar period
- Extra reading by DSO
- Special invoice by DSO separating the periods of supply by different suppliers

Only covered by some of the GT&C

## 6. Invoicing



- Time limit to submit invoice after regular meter reading: 10/15 days or no provision
- Who invoices: DSO directly or via supplier: mostly via supplier
- Procedure in case of modification of grid tariffs by the NRA: only contained in some GT&C
- Time limit to raise objections to an invoice: some 8 days



## 7. Payment



- Deadline for payment after issuing of invoice: min. 8 days
- Can consumer declare payments via the supplier: mostly not
- Rule that payment automatically covers the oldest debt: mostly lacking
- Default interest for overdue invoices: only contained in some GT&C
- Right to demand payment in installments: not common in GT&C
- Rules for security payments: mostly lacking
- Contractual penalties for breach of contract: mostly not



*Thank you  
for your attention!*

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