

Service Contract

for

Water Supply & Sewerage

Service Contract for Water Supply and Sewerage Systems

No. _____

Between

_____ the "Provider" licensed to exercise this activity by WRA, license no. _____ on _____

represented by _____, located at _____, mailing address _____,

Tel. No. /Fax _____

And

the Consumer:

Family Consumer	Public Consumer	Private Consumer	Watermeter
Name _____ Last Name _____	Name of Institution, body, public entity _____	Registration name _____ TAX Id. _____	Date of Installation _____ Place of Installation _____
ID No. _____	Authorized Representative _____	Authorized Representative _____	No. of Watermeter _____
Tel. No. /Fax _____	Tel. No. /Fax _____	Tel. No. /Fax _____	The capacity of watermeter _____
Location _____ Mailing Address _____	Location _____ Mailing Address _____	Headquarter _____ Mailing Address _____	Model No. _____ Make _____ Lifespan _____

Services offered	Water supply Only	Collection, disposal and treatment of wastewater only	Water supply and collection, disposal and treatment of wastewater
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By signing this contract the authorized representatives of the parties have agreed upon the following:

1. This contract consists of the General Terms and Annex 1 and is based on the applicable law in the Republic of Albania.
2. The Invoice issued by the Company for services provided is an "Executive Title" under Albanian law.
3. The Consumer has agreed to fulfill the obligations against the Provider, the tariffs and fees in effect at the moment of the signing of the contract and the changes as may occur in the course of the contract duration.
4. If the Consumer does not pay the Invoice within the 28th day of the following month, a late fee of 0.5% of the value of the invoice per day but not higher than 10% of the value of the invoice applies.
5. If the Consumer does not pay the invoice within 30 days from the due date, the Provider can interrupt the water supply only after notifying the Consumer in writing at least 5 calendar days before.
6. The payment shall be made in
7. Any Consumer can submit requests/complaints near the offices of the Provider.
8. This Contract is made in two copies, one for each party.

For the Provider :

Name: _____
Signature/Stamp: _____
Date: (d/m/yr): _____

For the Consumer:

Name: _____
Signature/Stamp: _____
Date: (d/m/yr): _____

General Terms of the Contract

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LIST OF LEGAL DOCUMENTS

ARTICLE 1
Object of the Contract

This contract regulates the legal relations between the parties for the water supply and wastewater sewerage services according to the applicable law.

ARTICLE 2
Definitions

In this Contract the following terms will have these meanings, unless otherwise provided in the specified articles:

1. **“Consumers”** are the family, private and public consumers who use the water supply -sewerage services.
2. **“Provider”** is a subject licensed by WRA, who exercises its activity in the sector of water supply, gathering, discharge and treatment of wastewater and provides one or several of these services according to the categories defined in the license.
3. **“Parties”** are the Providers and Consumers referred together in this Contract.
4. **“Water Regulatory Authority” (WRA)** the institution that leads, supervises and monitors the sector of water supply, discharge and treatment of wastewater.
5. **“Commission”** is the National Regulatory Commission of the Sector of Water Supply, Discharge and Treatment of Wastewater that exercises its authority according to Law no. 8102, date 28.03.1999, “On the Legal Framework of the Sector of Water Supply, Discharge and Treatment of Wastewater”, as amended.
6. **“Water”** is the water used for consumption, including potable water, that is offered via the system of obtaining the water and fulfills the standards required by the applicable law.
7. **“The system of obtaining the water”** is the entirety of elements such as, action of obtaining the water, systems of pumps, tanks, lines of transmissions and distribution network;
8. **“Watermeter”** is the measuring device installed to determine the quantity of the consumed water.
9. **“Water Connection Point”** is the point determined by the Provider in the distribution network to realize the connection of the Consumer with the public network of water supply.
10. **“Wastewater”** Water used for sanitation and industrial purposes, collection, disposal and treatment of wastewater for public health
11. **“Sewerage system”** is the system of wastewater sewerage system consisting of discharging lines, main collectors, stations of wastewater pipelines, plant of wastewater treatment (if the system is equipped) and action of their outfall in the water receiver body.
12. **“The point to discharge the wastewater”** is the point determined by the Provider in the lines of the sewerage systems to realize the connection of the system of collection of the consumer’s wastewater within own property with the wastewater discharge system.
13. **“The Wastewater Treatment Plant”** is the entirety of facilities that treats the urban and/or industrial wastewater according to the applicable standards.
14. **“Water Supply and sewerage services”** is the entirety of the services performed by the Provider for the Consumers via the water supply systems and systems of gathering, discharge and/or treatment of wastewater.
15. **“Applicable Law”** means all the legal and sub-legal acts applicable in the Republic of Albania.

Section I
Water Supply – Sewerage Services

ARTICLE 3
Water Supply and sewerage services

1. For the service of Water Supply according to the applicable law, the Provider is responsible:
 - a. for the operation, maintenance, rehabilitation, renovation, and modification of the water supply system;
 - b. to provide the Consumer with water in compliance with the standards required by the applicable law, without interruption during 24 hrs each day of the year. If the Provider cannot offer such service, then it should undertake to offer a service to the best of its abilities. In this case, the Provider shall notify the Consumer of the daily water supply indicating accurately the time and length of intervals during which the water shall be provided, so that the Consumer can take measures to cover for the temporary absences;
 - c. to administer the water supply system up to the connection point.
2. For the sewerage services, the Provider is responsible:
 - a. for controlled disposal of the wastewater generated by the Consumers within their property under the service area of the Provider , and their treatment before outfall in the receiver body, (if the service area is equipped with the treatment plan);
 - b. for the maintenance of composing elements of the sewerage system;
 - c. for the establishment and maintenance of the wastewater treatment plant;
 - d. for the administration of the sewerage system from the discharge point up to the outfall in the receiver body.
3. The Provider has no right to shut off the water supply or the sewerage systems without prior notice and without giving the Consumer the opportunity to explain within a reasonable time, unless otherwise provided in this Contract.
4. Where necessary and in coordination with relevant authorities, the Provider may notify the Consumer officially directly or via media to preserve the water according to the specific requirements.

ARTICLE 4
Temporary Interruption of Services by the Provider

1. The Provider determines the time and the necessary repairs in the water supply – sewerage system. In case of interruptions for planned work, the Provider shall notify the Consumer via media, at least 3 days prior to the day when the services will be interrupted, for the temporary schedule of water supply and the date when the regular service will resume.
2. The Provider can decrease or temporarily interrupt the water supply – sewerage services, or any of the services for which it is licensed, due to the unexpected defects in the respective system or in any of the elements that connect the systems to the Consumer, even without notice to the Consumer. In this case the Provider should notify the Consumer for the reason and duration of the interruption.
3. In case of emergencies, force majeure or serious defects in the water supply –sewerage system, which can last longer than 24 hrs, the Provider should fulfill the requirements of the services according to an approved emergency plan.

ARTICLE 5

The Quality of Potable Water and responsible authorities

1. The Provider is responsible and takes measures to establish a periodic control of the quality of the potable water according to the standards defined in the applicable law.
2. The Provider treats, disinfects and chlorines the potable water and guarantees that physical-chemical indicators of the potable water are in compliance with the quality standards as determined in the applicable law.
3. The Provider is responsible and supervises the hygiene-sanitation conditions of the water supply – sewerage system according to the applicable law.
4. The Provider interrupts the water supply system if there is proof that the water does not meet the quality standards and notifies the Consumer immediately for the reasons of the interruption.

ARTICLE 6

Environmental protection and treatment of the wastewater

1. The Provider is responsible and takes necessary measures for the treatment and disposal of wastewater in compliance with the applicable law.
2. Each Provider that exercises the activity of disposal of the wastewater in the receiver body should possess the environmental permission according to the applicable law.
3. The Provider in collaboration with the relevant authority guarantees and takes measures to reduce continuously the quantity of the wastewater discharged in the receiver body.
4. The Provider has the responsibility and supervises the hygiene-sanitation conditions of the sewerage systems according to the applicable law.

ARTICLE 7

Watermeter

1. The Provider shall install the watermeter for each Consumer according to the applicable law.
2. The Provider shall provide, install, supervise and replace the watermeter.
3. The Provider takes the necessary measures to ensure that the watermeter has the quality and works according to the standards determined according to the applicable law. The Provider is responsible for the lifespan of the watermeter according to this contract.
4. The Consumer shall pay the expenses for the provision and installment of the watermeter according to the invoice given by the Provider.
5. The Provider shall give one month notice to the Consumer for the replacement of the watermeter at the end of its lifespan, according to the list of watermeters drafted by the Provider.
6. If any of the Parties suspects that the watermeter is not working properly then the Provider shall remove the watermeter and start the procedures of examination, function and repair or replace the watermeter according to the applicable law. The Provider shall place the watermeter, new or the repaired one, within 30 days from the day that the Provider has been aware of the malfunction or from the day that the Consumer has submitted his written request regarding the malfunction of the watermeter to the Provider. The Provider notifies the Consumer in writing for the results of the examination procedure. If it is verified that the watermeter did not work properly due to technical issues and consequently the evaluation of the water consumption has been determined on inaccurate readings, the Provider is responsible for the last tax invoice. If it is verified that the watermeter worked properly, the Consumer is responsible for the last tax invoice.

7. If the watermeter is damaged unintentionally by the Consumer or because of atmospheric conditions, the Consumer must notify the Provider within 5 days. The Provider records the report and issues an official confirmation in writing indicating the date when the report was submitted and when the watermeter was damaged.
 - a. The Provider shall take measures to repair or replace the watermeter within 30 days from the date when the damage was reported.
 - b. The Consumer who does not notify the Provider within 5 days is obliged to pay:
 - i. Non-family Consumer – five times the value of the tax invoice of the last month;
 - ii. Family Consumer – twice the value of the tax invoice of the last month.
 - c. In case of unintentional damage, the Consumer is responsible for the expenses of discharge, replacement and installment of the watermeter.
8. The water consumption during the time that the watermeter is absent shall be determined according to the applicable law.

Section II Fees and Payment

ARTICLE 8 Fees

1. WRA approves the fees according to the applicable law.
2. No fee or any of its part can be modified more than once annually.
3. The approved fees shall enter in force in the date defined in the relevant decision and shall be published by WRA. The Provider shall notify the Consumer in writing and by media within 30 days from the day of approval of new fees.

ARTICLE 9 Invoices

1. The invoice of the consumption of potable water is an executive title.
2. The Provider is responsible to issue monthly invoices. The procedures of reading the watermeter are defined by the Provider and approved by WRA.
3. The invoice must be delivered officially (by mail or in hand) to the Consumer address not later than 15 days before the payment deadline.
4. The invoice should contain clearly at least the following elements:
 - a. The exact name, surname, identification code and address of the Consumer;
 - b. The exact data of the watermeter, security elements and the way of identifying the watermeter
 - c. The exact dates of reading;
 - d. The exact quantity of reading or if it is defined without reading;
 - e. The quantity of consumed water during the period between the two readings;
 - f. The exact price per unit and its changes per quantity, if applicable;
 - g. The fees for the services of water supply and/or sewerage, including the exploit tariff of water sources;
 - h. Any fixed fee, such as service fee, reconnection or others, if applied;
 - i. Any applicable taxes and their calculations;
 - j. The total price for the services before and after applying taxes.
5. For the Consumers that do not have watermeter, the consumption of water shall be determined according to the applicable law. In such a case, the invoice reflects expressively that the Consumer does not have a watermeter and the way of calculation of the invoice value.

ARTICLE 10
the Payment of the Invoice

1. The Consumer shall pay the invoice within the date 28 of the following month near the places defined by the Provider, via the bank accounts or other ways the parties have agreed.
2. If the payment is not made within this date, the Consumer must pay a late fee according to the applicable law.
3. If the payment is not made within 30 days after the deadline indicated in the point 1 above, the Provider has the right to interrupt the water supply. The Provider can interrupt the service only after giving at least 5 days notice in writing to the Consumer. The written notice should contain the tariff for the relevant reconnection.

ARTICLE 11
Complaints about the Invoices

1. The Consumer, who does not agree with the value of the invoice, has the right to submit a complaint in writing within 10 days from the date the invoice was delivered.
2. The Provider gives the Consumer proof/a written confirmation with the date when the complaint was filed and a specific number of registrations of such complaint.
3. The Provider must examine and make a decision on the complaint within 10 days from the day the complaint was registered.
4. If the Provider does not make a notice within the defined time, the Consumer is not obliged to pay the late fee for the invoice for which he filed the complaint.

Section III
Rights and Obligations of the Consumer

ARTICLE 12
Indemnification of the Consumer

1. The Consumer has the right to be indemnified:
 - a. when there are interruption due to technical issues lasting more than 24 hrs, which are not caused by force majeure, emergency or extraordinary situation, and when the Consumer was not notified in advance; therefore the Consumer has not had service for longer than 24 hrs.
 - b. when the water supplied does not meet the standards required by the applicable law and consequently causes damage to the Consumer.
2. The Consumer performs the indemnification procedures according to the applicable law and the provisions in this contract.

ARTICLE 13
Consumer's obligations

1. The Consumer is responsible for the administration of the internal water supply – sewerage system within own property. The Consumer must make reasonable efforts to protect the watermeter and the water supply and sewerage systems from damages, abuses and criminal acts.
2. The Consumer is prohibited:
 - a. to supply water to third parties;
 - b. to use the potable water for purposes other than those for which it is offered;
 - c. to make any intervention or connection in the water supply and the collection and disposal systems without the prior approval by the Provider;
 - d. to damage in any way the elements, parts or the water supply and sewerage system.
 - e. on its own or by allowing third parties, to make any connections in the distribution network out of the watermeter, to remove or exchange the watermeter

3. The Consumer is prohibited to intervene or allow any intervention at the watermeter or at the security elements without the approval of the Provider. Only persons authorized by the Provider can make any intervention to the watermeter at the presence of the Consumer.
4. The Consumer must notify immediately the Provider or any other authority that controls or supervises the water supply and sewerage systems if illegal interventions, abuses, damages in the water supply – sewerage systems are observed.
5. The Consumer shall undertake any necessary action to prevent and avoid any abuse, pollution or poisoning of water. If suspects or notices any abuse, pollution or poisoning of water shall notify immediately the Provider.
6. The Consumer must notify the Provider immediately if there are changes in the mailing address or in the contact phone number.

ARTICLE 14
Access to Consumer's Property

1. The Provider shall notify the Consumer and coordinate the access to Customer's Property according to a schedule appropriate for both parties.
2. The Consumer allows the authorized representative of the Provider, who has proof that is representing and acting on behalf of the Provider, to enter his property any day of the week during usual business hours for the following purposes:
 - a. to control the watermeter or any other element of the water supply and sewerage systems, including immediate actions where necessary;
 - b. to interrupt the service according to the terms of this contract;
 - c. to carry on examinations to verify the water quality.

Section IV
Suspension and termination of contract

ARTICLE 15
Suspension of the Contract by the Consumer

1. The Consumer, who, for any reason, wishes to discontinue the service for a certain period of time, may suspend the contract with the Provider. The Consumer submits a written request indicating the starting and ending dates of the suspension of the contract. The Consumer must submit this request no later than (15) days before the date when the suspension shall start.
2. The Provider records the Consumer's request and issues a written confirmation indicating the date when the request was filed and the dates of the suspension of the Contract. The Provider is responsible to interrupt and reconnect the service in the dates specified by the consumer.
3. Where the Consumer does not indicate the date when the service shall resume, the Consumer must submit a written request indicating this date.
4. The Provider records the Consumer's request and issues a written confirmation indicating the date when the request was filed and the date when the service shall resume. The Provider is responsible to reconnect the service within 3 days from the date specified by the consumer.
5. The expenses for the interruption and reconnection shall be paid by the Consumer. The Provider may include these expenses in the monthly invoice or may send a separate invoice only for the reconnection expenses. This invoice shall be paid within the deadline applicable for the payment of the monthly invoice.
6. If the Consumer, for any reason, does not need the water supply for a certain period of time, but does not suspend the contract for that time, then the Consumer shall be responsible for any abnormality created by the consumption of water during that time that are not caused due to external factors

ARTICLE 16
Termination of the contract by the Consumer

1. The Consumer has the right to terminate this contract any time and for any reason.
2. The Consumer shall submit a written request to the Provider, indicating the date and reason for termination of this contract, not later than (15) days before the date the contract is to be terminated.
3. The Provider records the request and issues a written confirmation to the Consumer indicating the date when the request was recorded and the date of termination of the contract.
4. The Consumer is obliged to pay for all the services provided until the day of contract termination. If the Consumer does not pay his obligations, he will be sanctioned according to this contract and the applicable law.
5. The Provider is responsible:
 - a. to ensure that the consumer has paid all the obligations until the date of contract termination;
 - b. to interrupt the service at the termination of the contract.
6. When the Consumer transfers the property rights to third parties (new owner) the procedure above regarding the termination of contract applies. The Provider enters into a new contract with the new owner, based on the later's request.

Section V
Infractions and Consumer`s Complaints

ARTICLE 17
Administrative Infractions

1. Interventions in the system of water supply or in the system of collection and disposal of wastewater, and connections that are not approved by the Provider and any type of damage is considered an administrative offence and a fine shall be imposed:
 - a) Up to 10 thousand lekë for family consumers;
 - b) Up to 50 thousand lekë for not-family consumers;
 - c) Interruption of water supply.
2. Upon the Consumer's request the Provider shall reconnect the service within 3 days after the Consumer has paid all the obligations to the Provider and all the expenses for the interruption and the reconnection of service. Once the service resumes the Consumer enters into a new contract with the Provider.
3. The perpetrators are obliged to pay for the necessary repairs and the responsibility to indemnify for the damage caused is determined according to the applicable law.
4. WRA is the responsible authority that issues the fines for the offences performed by the Provider, according to the applicable law.
5. The criminal offences are defined and judged according the applicable legislation.

ARTICLE 18
Complaints against the Administrative Decision

1. The Provider has the authority to observe the infractions. The authorized employee or representative of the Provider issues the administrative decision. Such decision can be appealed to the Legal Director of the Provider within 15 days from the day such decision has been issued or delivered to the Consumer.
2. The Legal Director shall examine the case within 15 days from the date the complaint was filed.
3. The final decision of the Legal Director of the Provider can be appealed in the district juridical court within 10 days from the day of notice of the administrative decision.

ARTICLE 19
Consumer's Complain

1. Any interested Consumer can complain in writing to the WRA's Commission if he believes that a provider has violated Law No. 8102, dt. 28.03.1996 "Legal Framework of the systems of water supply and disposal and treatment of wastewater", as amended or the terms of this contract. The complaints are made according to the Law on Administrative Procedures.
2. The Consumer, if his rights provided in this contract are violated, has the right to submit a complaint near the relevant unit of public relations near WRA, as the only regulator institution in the sector of water supply – sewerage services.
3. The Consumer has the right to submit a complaint near the Commission of Consumer Protection, or other institution established by law for Consumer Protection. The institutions or administrative bodies that have received a complaint by the Consumer should cooperate with WRA for further information and possibility of solving such complaints.

Section VI

ARTICLE 20
The duration of the contract

The contract is valid for an indefinite period of time after it is signed by the parties.

ARTICLE 21
The interpretation of the contract

This contract is compiled and interpreted in compliance with the applicable law. The terms of this contract shall be interpreted in good faith by the parties giving the meaning they have in its entirety.

ARTICLE 22
Solution of Disputes

If disputes arise during the implementation of this contract, the parties shall try to solve the disputes among themselves and if not possible they shall bring the case to the respective district court.

ARTICLE 23
Amendment of the Contract

This Contract can be amended by the Provider in conformity with the rules, decisions and orders issued and published by WRA. This Contract will be published in the website of the Provider if it is and in the webpage of WRA.

ANEKS 1 Legal framework for preparation of this service contract:

Laws

- Civil and Penal Code of Republic of Albania
- Law Nr. 8102, datë 28.03.1999, "On Legal Regulatory Framework in water supply and sewerage sector" amended.
- Law Nr. 8975, datë 21.11.2002 "On Bills for water supply and mandatory title" amended.
- Law Nr.8934, datë 5. 9.2002 "On Environmental Protection".
- Law Nr.9115, datë 24.7.2003 "On treatment of waste water"
- Law Nr.9902, datë 17.4.2008 "On Protection of Consumers".

Decision of Council of Ministers

- Decision Nr.1304, datë 11.12.2009 "Për miratimin e modelit të rregullores "Për furnizimin me ujë dhe për kanalizimet në zonën e shërbimit të ujës-jellës kanalizimeve sh.a."
- Decision Nr. 102, datë 16.3.1992 "Për normat e përdorimit dhe çmimin e ujit të pijshëm në qytet dhe në fshat".
- Decision Nr.236, datë 10.5.1993 "Për administrimin e furnizimit me ujë për përdoruesit familjarë dhe jofamiljarë".
- Decision Nr. 550, datë 7,11,2002 "Për miratimin e dokumentit të politikave "decentralizimi i shërbimit të furnizimit me ujë dhe kanalizimet" dhe masat për zbatimin e tij".
- Decision Nr.23, datë 9.1.2008 "Për miratimin e tarifave të përdorimit të ujit".
- Decision Nr. 35, datë 18.1.2006 "Për miratimin e rregullores për punimet e ndërtimit të sistemeve të kanalizimeve, për largimin e ujërave të përdorimit shtëpiak".
- Decision Nr. 96, datë 21.2.2007 "Për disa ndryshime në vendimin nr. 236, datë 10.5.1993" Për administrimin e furnizimit me ujë për përdoruesit familjarë dhe jofamiljarë".
- Decision Nr. 958, datë 6.5.2009 "Për miratimin e kategorive të licencave dhe të procedurave të aplikimit për licencë, të personave, fizikë dhe juridikë, që ushtrojnë veprimtari në sistemet e furnizimit me ujë dhe të largimit e përpunimit të ujërave të ndotura".