



# Elektrilevi OÜ's appointed electricity seller Eesti Energia AS Standard conditions for the universal service

Valid from 15 September 2016

## 1. ELECTRICITY SALES

1.1 These standard conditions for the universal service (the Standard Conditions) regulate the sale of electricity by Eesti Energia AS (the Seller or a Party), which has been appointed by Elektrilevi OÜ (the Network Operator) as the provider of the universal service, to small consumers connected to the Network Operator's electricity network (the Purchaser or a Party) by way of the universal service.

1.2 A small consumer is a residential customer, homeowners' association or apartment owners' union or a business consumer whose electrical installation has been connected to the low voltage network with a main fuse of up to 63A.

1.3 Electricity can be bought through the universal service by a Purchaser who has a valid network contract for the measuring point at the Purchaser's place of consumption but has not concluded an electricity sales contract to buy electricity from any electricity seller.

1.4 The sale of electricity through the universal service shall start on the day following the date when the electricity sales contract of the Purchaser expires and end on the day before the date when the supply of electricity to the Purchaser starts under a new electricity sales contract.

1.5 The Seller shall sell electricity to the Purchaser only if the Network Operator and the Network Operator's network allow electricity to be transmitted. The Network Operator shall transmit electricity to the Purchaser's connection point if the Purchaser has a network connection that complies with all legal requirements and with the network contract.

1.6 The Standard Conditions shall apply to all network contracts valid on 1 January 2013 or from a later date.

## 2. PRICE OF ELECTRICITY

2.1 The Seller shall sell and the Purchaser shall purchase electricity at the price set under the principles laid out in the Electricity Market Act. The price of electricity shall be stated per kilowatt-hour, and VAT shall be added to the price.

2.2 The Seller shall sell electricity at the price of either the basic rate or the separate day and night rates depending on the agreement with the Network Operator. If the Purchaser buys the network service from the Network Operator at the basic rate, the Purchaser shall also buy electricity at the basic rate. If the Purchaser buys the network service from the Network Operator at the day and night rate, the Purchaser shall also buy electricity at the day and night rate.

2.3 The Seller shall calculate the price of the electricity sold through the universal service in each calendar month from the amount of electricity sold through the universal service during the month and measured by the hour and the weighted average of hourly electricity prices on the exchange. The Seller may add justifiable administrative costs and profit margin to the price of the electricity sold through the universal service.

2.3.1 The Seller shall calculate the basic rate of the universal service from the electricity consumption of the Purchaser using the basic rate universal service.

2.3.2 The Seller shall calculate the day and night rate of the universal service from the electricity consumption of the Purchaser using the day and night rate universal service.

2.4 The seller shall publish the price of the electricity sold through the universal service in the calendar month and the underlying data and calculations including the Seller's costs and the profit margin on its website [www.energia.ee](http://www.energia.ee) by the 9th of the following month.

## 3. ACCOUNTING FOR ELECTRICITY QUANTITIES AND BILLING

3.1 The seller shall base its charges for the universal service on the quantity of electricity consumed that is measured by the Network Operator. If the Network Operator has no data concerning the Purchaser's electricity consumption in the previous month, the Network Operator estimates the quantity of electricity consumed through the universal service using the standard consumption schedule. If the verified data show that the estimated consumption differs from the actual measured consumption, the Seller shall correct the difference on the bill for the next billing period.

3.2 The billing period is the period for which the Seller shall issue a bill to the Purchaser for the electricity consumed and shall constitute one calendar month. The Seller shall issue the bill to the Purchaser no later than the 12th of the month following the billing period. If the sum to be paid for the billing period is smaller than the minimum fee indicated on the Seller's website, the Seller shall have the right not to issue the bill and to add the sum to the next bill instead. However, the Seller shall still issue the bill if the Purchaser so requests.

3.3 The Seller shall issue the bill to the Purchaser either on paper or in digital form, as requested by the Purchaser.

3.4 If the Purchaser has not received a bill from the Seller within the reasonable period of time required for a bill to be sent, the Purchaser shall inform the Seller of this fact without delay.

3.5 If the Seller has not received notification from the Purchaser by the 20th of the month that the latter has not received the bill for the previous billing period, the Purchaser shall be considered to have received the bill on time and to have no complaints about the data on the bill.

## 4. PAYMENT

4.1 The Purchaser shall pay the Seller for the electricity consumed and other charges set out in the Standard Conditions by the due date stated on the bill, quoting the reference number shown on the bill. The payment is generally due within 14 days after the bill is issued.

4.2 The payment shall be considered to have been made on the day the funds are transferred to the Seller's current account or placed in the cash register of a partner of the Seller. The Seller's partners are listed on the Seller's website.

4.3 The funds received shall be used to cover the following in the order stated: court costs and similar costs, fines, interest payments and overdue principal. Overdue principal that was charged earlier shall be covered before overdue principal that was charged later.

4.4 If the Purchaser disputes the bill issued by the Seller or only accepts a part of it, the Purchaser shall notify the seller of this following the procedure in clause 8.1. of the Standard Conditions



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immediately after receiving the bill, stating the reasons for disputing it. If the Purchaser only accepts a part of the bill, the Purchaser shall pay the part that has been accepted. The Seller shall verify the Purchaser's complaint and shall notify the Purchaser of the results of the verification within 10 (ten) days of receipt of the notice. The Seller can set a later due date for the payment. If the Purchaser's complaint is found to be groundless, the Purchaser shall pay the amount due and the appropriate fine.

**4.5** The Purchaser shall have the right to make advance payments. No interest shall be charged or paid on advance payments. Upon the termination of the use of the universal service or at any other time at the Purchaser's request, the Seller shall return any sums deposited by the Purchaser as advanced payments within 2 working days after the Purchaser's request provided that the Purchaser has no outstanding obligations to the Seller. If measurement system readings need to be taken in the Purchaser's place of consumption, advance payments shall be returned within 30 days after the Purchaser's request. This deadline shall not apply if measurements cannot be taken for reasons beyond the control of the Seller or the Network Operator. In other cases advance payments shall be held to cover outstanding or future obligations.

## 5. LIABILITY FOR BREACH OF OBLIGATIONS

**5.1** The Parties shall be liable for any incorrect performance or non-performance of their obligations set forth in the Standard Conditions, and any such incorrect performance or non-performance shall constitute a breach of obligations, and the same shall also apply to any actions by persons that the Parties have involved in the exercise of their rights and performance of their obligations, or to whom they give their consent to do this.

**5.2** The Parties shall not be liable for breach of obligations committed because of force majeure. Force majeure covers circumstances over which a Party has no influence, and which it would have been unreasonable to expect the Party to consider or prevent at the time the universal service was supplied and consumed, or the consequences of which the Party could not reasonably be expected to overcome.

**5.3** A Party shall compensate the other Party for any direct proprietary damages caused to the other Party by a breach of the obligations. There shall be no compensation for lost profit.

**5.4** The Seller shall not be liable for the quality of the electricity or for any power supply interruption at either the electrical installation of the Purchaser or that of the Network Operator if the installation has caused interference in or interruption to the supply of electricity to the Purchaser.

**5.5** If the Purchaser fails to pay any bill by its due date, the Seller shall be entitled to charge interest on arrears on the overdue principal to a legal entity at the rate of 0.10% per day, and on the overdue principal to a private person at the rate of 0.07% per day, until all amounts owed are received in full. The calculation of the interest shall start on the day following the due date, and shall continue until and including the day that the funds are received.

**5.6** If the Purchaser has failed to pay the Seller for the electricity sold through the universal service, the Seller shall notify the Network Operator of this; the latter shall have the right to deactivate the network connection of the Purchaser's place of consumption. Once

the network connection has been deactivated, the Seller shall not provide the universal service to the Purchaser.

**5.7** The Purchaser shall have full liability for any damage incurred by the Seller or third parties due to the Purchaser's failure to meet the obligations provided in clause 8.3.

**5.8** Should the Purchaser fail to meet the obligations, the Seller shall have the right to assign the claim to a third party. The Purchaser shall be obliged to compensate the Seller or the third party for any costs incurred in connection with debt collection.

## 6. DEPOSIT AND ADVANCE PAYMENT

**6.1** The Seller shall be entitled to demand that the Purchaser make an advance payment or pay a deposit in the following cases:

**6.1.1** The Purchaser has delayed payments for longer than 10 days on more than 3 occasions in the last 3 months;

**6.1.2** The Seller has a reason to doubt the Purchaser's solvency.

**6.2** The sum of the deposit shall not exceed the fee for 2 billing periods calculated from the electricity consumption of the 12 previous months or from the electricity consumption of an equivalent place of consumption in the last 12 months if insufficient consumption information is available.

**6.3** The sum of the advance payment shall not exceed the fee for 2 billing periods calculated from the electricity consumption of the 12 previous months or from the electricity consumption of an equivalent place of consumption in the last 12 months if insufficient consumption information is available.

**6.4** No interest shall be charged or paid on the advance payment made under clause 6.1. Interest on the deposit shall be charged as agreed by the parties. The Seller shall be entitled to hold the deposit until the termination of the use of the universal service at the latest; however, if the Purchaser has duly fulfilled the obligations concerning the deposit, the Seller shall return the deposit within 12 months after the deposit was made at the latest. If the Purchaser has outstanding obligations to the Seller when the use of the universal service is terminated, the Seller shall use the deposit to offset such obligations, and the Purchaser shall meet the obligations not covered by the deposit. If the Purchaser has no outstanding obligations to the Seller when the use of the universal service is terminated, the Seller shall return the deposit and the accumulated interest to the Purchaser within 30 days after the use of the universal service is terminated.

**6.5** If necessary, detailed deposit and advance payment conditions shall be set out in an advance payment or deposit agreement between the Purchaser and the Seller.

## 7. AMENDMENTS TO THE STANDARD CONDITIONS

**7.1** The Seller shall be entitled to change the Standard Conditions unilaterally or introduce new Standard Conditions if such changes are required by one of the following:

**7.1.1** amendments to applicable legal acts or practices and major technical or substantive changes in related products or services;

**7.1.2** the emergence of better or additional ways for Purchasers to use the universal service;



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**7.1.3** the need to clarify the circumstances for provision or use of the universal service.

**7.2** The notification about changes to the Standard Conditions or the introduction of the new Standard Conditions and the new full text of the Standard Conditions shall be published by the Seller on its website.

**7.3** When the Seller issues the bill to the Purchaser, the Seller shall notify the Purchaser about the changes to be made to the Standard Conditions at least 30 days before such changes come into force.

## 8. NOTIFICATIONS

**8.1** Notifications, expressions of consent, approvals and other declarations of intent shall be considered to have been delivered and handed over if the declaration of intent has been forwarded to the other Party orally, in writing or in digital form using the contact details provided to the first Party for the purposes of providing the universal service unless the Standard Conditions specify a particular approved form for declarations of intent. A declaration of intent submitted orally shall be considered to have been delivered if the Seller has recorded it.

**8.2** The Seller shall inform the Purchaser that the contact details of the former have changed on its website and in at least one national daily newspaper.

**8.3** The Purchaser shall inform the Seller that the contact details of the former have changed without delay at least in writing or by calling the appropriate telephone line published by the Seller on the website.

## 9. TERMINATION OF PROVISION OF THE UNIVERSAL SERVICE

**9.1** The provision of the universal service shall cease:

**9.1.1** when the Purchaser starts receiving an electricity supply under an electricity sales contract with an electricity seller;

**9.1.2** following the liquidation of the Purchaser if the Purchaser is a legal person;

**9.1.3** following the expiration of the network contract.

**9.2** If a Purchaser who is physical person dies, the sales of electricity through the universal service shall not cease but shall be assigned to the Purchaser's legal successor. The Seller shall terminate the provision of the universal service after being informed about the death of the Purchaser if the Purchaser's legal successor does not wish to buy electricity through the universal service.

## 10. PROCESSING OF PERSONAL DATA

**10.1** The Seller shall ensure the protection and processing of the personal data of a Purchaser who is a natural person in accordance with the provisions of the Standard Conditions, the law and the "Customer data processing principles" published on the Seller's website.

**10.2** The party authorised to process the personal data of a Purchaser who is a natural person shall be Eesti Energia AS (registration code: 10421629; address: Lelle 22, Tallinn 11318) and the authorised employees of the Seller. The names and contact

details of the authorised employees shall be published on the Seller's website.

**10.3** The Seller shall process the personal data of a Purchaser who is a natural person or of the Purchaser's representative for the purposes listed below.

**10.3.1** The personal details of the Purchaser including the Purchaser's name, personal ID code, date of birth, information on the personal identification document, address, quantity and price of the electricity consumed and debts and the contact details of the Purchaser or the Purchaser's authorised representatives provided to the Seller by the Purchaser (telephone numbers, addresses, email addresses etc.) shall be used to identify the Purchaser and provide services, to send bills and information to the Purchaser and to send other information and perform other operations necessary for the fulfilment of the obligation to provide the universal service or for ensuring that such obligation is fulfilled.

**10.3.2** The Purchaser's personal data and the information about the Purchaser's use of the services provided by the Seller shall be used for marketing purposes or customer satisfaction surveys with the Purchaser's prior consent. The marketing purpose of using the Purchaser's data lies in the development of new services and offers better suited to the Purchaser and the preparation of personal marketing offers for the Purchaser so that they can be sent to the Purchaser using the contact details (including digital contact details) of the latter. With the Purchaser's prior consent, the Seller shall have the right to forward this data to the partners of the latter for processing for marketing purposes; the names and contact details of the partners are available on the Seller's website.

**10.3.3** If there is a payment default, the Seller shall forward the name, personal ID code, contact details, language of communication and information about the debt of the Purchaser to AS Krediidinfo (registration code: 10256137; address: Narva mnt 5, Tallinn; telephone: 665 9600; website: [www.krediidinfo.ee](http://www.krediidinfo.ee)), which publishes the data to allow third parties to assess the credit rating of the Purchaser or obtain information for other similar purposes. In processing the above data, the Purchaser shall fulfil the requirements established in the Personal Data Protection Act. AS Krediidinfo keeps this personal data in its register of payment defaults for up to 3 years after the Purchaser has fulfilled the outstanding obligation.

**10.4** Unless the law entitles the Seller to process particular items of data without the Purchaser's consent, the Purchaser shall be entitled to withdraw the consent for data processing, informing the Seller of this in writing or by making the appropriate changes in the Seller's e-service. In this case the processing of the data shall stop on the next working day after the Purchaser's application has reached the Seller. The withdrawal of the consent shall not have retroactive force.

**10.5** The Seller shall have the right to record and save conversations between the Parties for the fulfilment of the obligation to provide the universal service or for ensuring that such obligation is fulfilled and for the purposes of commercial exchange of information, and the Seller shall have the right to use the recordings, where necessary, to prove that the Purchaser has given certain directions or performed certain operations and to provide services to the Purchaser.

**10.6** A Purchaser who is a natural person shall have the right to demand that the personal data be corrected or made more accurate or their processing be stopped under the Personal Data Protection Act.

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## 11. SETTLEMENT OF DISPUTES

**11.1** Disputes or disagreements pertaining to the provision of the universal service shall be primarily settled by the Parties by negotiation.

**11.2** A Party can file a written complaint to the Estonian Competition Authority or the Consumer Protection Board concerning the other Party's actions or omissions if they conflict with the Electricity Market Act or laws based on the Electricity Market Act.

**11.3** To settle disputes pertaining to the provision of the universal service where the Parties have failed to arrive at a compromise, a Purchaser who is a private person can file a complaint with the Consumer Disputes Committee of the Consumer Protection Board under the Customer Protection Act.

**11.4** Any disputes pertaining to the provision of the universal service where the Parties have failed to arrive at a compromise shall be settled in court in the place of residence or registration of the Purchaser under the law of the Republic of Estonia. If the Purchaser relocates to a foreign country after using the universal service or the Purchaser's business or registration are relocated there or if the place of business, residence or registration of the Purchaser is not known at the time the claim is filed, the dispute shall be settled in a court of the Republic of Estonia under the law of the Republic of Estonia. This shall not affect the Parties' right to apply for a simplified debt collection procedure in accordance with the law regulating such procedures.

This text is a translation of the "Elektrilevi OÜ nimetatud müüja Eesti Energia AS Üldteenuse tüüptingimused" ("Elektrilevi OÜ's appointed electricity seller Eesti Energia AS Standard conditions for the universal service"). In case of any contradictions or ambiguity, the Estonian language version of the "Elektrilevi OÜ nimetatud müüja Eesti Energia AS Üldteenuse tüüptingimused" takes precedence and shall be legally binding.