

ELECTRICITY SUPPLY CODE
UNOFFICIAL TRANSLATION

APRIL 2013

ELECTRICITY SUPPLY CODE	1
PART I.....	1
GENERAL.....	1
Article 1	1
Application.....	1
Article 2	1
Definition of Terms	1
Article 3	2
Customer Categories	2
Article 4	3
Monitoring of the Code implementation.....	3
Article 5	3
Amendments of the Electricity Supply Code.....	3
PART II.....	4
ELECTRICITY SUPPLY REGULATIONS	4
CHAPTER 1	4
GENERAL.....	4
Article 6	4
Electricity Supply.....	4
Article 7	4
Transparency and Confidentiality.....	4
Article 8	5
Customer Services – Contact Principles	5
CHAPTER 2	5
PUBLICATION OF INFORMATION ON THE SUPPLIER ACTIVITY	5
Article 9	5
Disclosure Obligations.....	5
Article 10	6
Disclosure of information and services.....	6
Article 11	6

Supply Tariffs	6
Article 12	7
Standard forms and documents	7
Article 13	8
Historic/ actual data concerning the supplier's activity	8
CHAPTER 3	9
PRE-CONTRACTUAL PROCEDURE	9
Article 14	9
Application Submittal	9
Article 15	9
Content of the Application	9
Article 16	10
Application Process	10
Article 17	11
Supply Offer	11
CHAPTER 4	12
SUPPLY CONTRACT SIGNATURE AND APPLICATION	12
Article 18	12
Content of the Supply Contract	12
Article 19	14
Supply Contract Duration	14
Article 20	14
Deposit	14
Article 21	15
Supply Contract Termination	15
Article 22	16
Contract termination due to relocation	16
Article 23	16
Concession of the Supply Contract	16
Article 24	16
Additional Terms and Conditions	16
Article 25	17
Interruptible contract terms	17

CHAPTER 5	18
SPECIAL PROVISIONS FOR SMALL CUSTOMERS	18
Article 26	18
Article 27	18
Information leaflet on Electricity Supply Services	18
Article 28	19
Obligation to submit an offer to supply	19
Article 29	21
Specific provisions for the Supply Contract	21
Article 30	21
Supply Contract Amendment.....	21
Article 31	23
Customer Service	23
Article 32	23
Principles of handling inquiries and complaints	23
CHAPTER 6	24
SPECIAL PROVISIONS FOR VULNERABLE CUSTOMERS	24
Article 33	24
Article 34	24
Special Supply Contract Terms	24
Article 35	25
Customer service for Vulnerable Customers	25
CHAPTER 7	26
CONTRACT IMPLEMENTATION	26
Article 36	26
Customer Meter Representation by the Supplier	26
Article 37	26
Electricity Bill.....	26
Article 38	30
Correction of the Electricity Bill.....	30
Article 39	30
Payment Options	30
Article 40	32

Access to the Customer's site	32
Article 41	32
Electricity Meter testing.....	32
Article 42	32
Supplier Switching.....	32
CHAPTER 8	33
SUPPLIER OF LAST RESORT AND UNIVERSAL SERVICE SUPPLIER	33
Article 43	33
Supplier of Last Resort	33
Article 44	36
Universal Service Supplier	36
DISPUTE RESOLUTION AND FINAL PROVISIONS	37
Article 45	37
Dispute Resolution.....	37
Article 46	37
Specific provisions.....	37
Article 47	38
Effective date	38
APPENDIX I	39
PRINCIPLES OF COMMUNICATION WITH CUSTOMERS / CODE OF CONDUCT	39
APPENDIX II.....	42
TARIFF SETTING PRINCIPLES.....	42
APPENDIX III	46
PRINCIPLES OF HANDLING CONSUMER INQUIRIES	46

PART I
GENERAL

Article 1

Application

1. This document sets out the obligations and the rights of the Customers and the electricity Suppliers, both during contract negotiations and throughout the contract duration.
2. The use of the word ‘Customer’ refers to the Final Customer, i.e. the individual or the legal entity/organisation buying electric power intended for personal use. Both terms are considered and referred to as the ‘Customer’.

Article 2

Definition of Terms

1. For the implementation of the current Code, the following definitions apply :
 - a. Authority: The Regulatory Authority for Energy (RAE).
 - b. Network Codes: The Transmission System Management Code (TSMC), the Electricity Market Code (EMC), the Distribution Network Management Code (DNMC) and the Non-interconnected Islands Management Code (NIMC).
 - c. Suppliers: The licensed electricity suppliers who provide electric power to the Customer.
 - d. Electricity Supply Contract: The agreement between the Supplier and the Customer which sets out the General Terms and Conditions of supply, any special terms agreed as well as the tariffs and prices.
 - e. Supply Tariffs: The unbundled energy charges and data used to calculate the total amount that the Customer is charged by the Supplier according to the terms and conditions of their Supply Contract for the provided services.
 - f. Bill: The itemized statement of charges for the services provided by the supplier according to the Supply Contract which includes Supply Charges, Regulated Charges, taxes and any amounts due calculated in accordance with the Supply Contract and the prevailing legislation.
 - g. Billing Period: the time period to which the Customer’s Bill refers.

- h. **Supply Charges:** The charges billed by the Supplier strictly related to supplying electrical energy to the Customer.
 - i. **Regulated Charges:** Charges regarding services offered by a third party as well as other levies paid by the Supplier, who represents the Customer's meter(s) in accordance with the Network Codes, to the Transmission System Operator or the relevant Distribution System Operator or to a third party.
- 2. Otherwise, the terms set out in L.4001/2011 and in any related regulation issued or amended in accordance with this law apply.

Article 3

Customer Categories

1. For the purpose of implementing the current Code, Customers are classified in Basic and Special Categories.
2. **Basic Customer Categories:** Depending on the final use of the supplied electrical energy, Customers are categorised as Domestic or Non-domestic / Commercial Customers. These are further divided into Big and Small Customers, according to their connection voltage in kVA and their size in terms of consumption. The Small Customer Category includes Domestic Customers regardless of their connection voltage and Non-domestic Customers with connection voltage up to 25 kVA, for individual sites. Based on their voltage level when connected to the Transmission System or the Distribution Network, the Customers are classified as (a) High Voltage (HV), (b) Medium Voltage (MV) or (c) Low Voltage (LV) Customers.
3. When submitting his application for electrical energy supply, the Customer states the Basic Customer Category to which he belongs. Based on the final use of the supplied electrical energy and the required supporting documentation submitted, his application is reviewed and the category to which the Customer belongs is finalised upon Supply Contract signature.
4. **Special Customer Category:** This category includes Vulnerable Customers and any other Customer Categories as defined by the Supplier. The Special Customer Category can complement or further specify the Basic Customer Categories.
5. The criteria, requirements and procedures for a Customer to be eligible for inclusion in or disqualified from the Special Customer Category are set out by the Ministry of Environment, Energy and Climate Change (paragraph 3, Article 52 of L.4001/2011).

Article 4

Monitoring of the Code implementation

1. RAE monitors the implementation of the obligations and rights of both the Customer and the electricity Supplier in accordance with the current Code.
2. While monitoring compliance, RAE may particularly:
 - a. Collect, process and evaluate technical and financial information regarding the Suppliers' activity in relation to his Customers, while respecting commercial confidentiality and personal information protection laws.
 - b. Monitor whether the Supplier's obligations are met according to the terms and conditions on their issued licenses.
 - c. Conduct hearings, audit, review and investigate the Code's implementation either *ipso jure* or following a complaint, and, when necessary, impose administrative penalties in accordance with the prevailing legislation.

Article 5

Amendments of the Electricity Supply Code

Amendments to the Electricity Supply Code must be approved by the Ministry of Environment, Energy and Climate Change following a RAE opinion.

PART I
ELECTRICITY SUPPLY REGULATIONS

CHAPTER 1
GENERAL

Article 6
Electricity Supply

1. Supply of electricity is only permitted following the signature of an Electricity Supply Contract agreed between the Supplier and the Customer. The Contract is issued following a request by the Customer and the subsequent Supply Offer made by the Supplier, as specified in the current Code.
2. In order to fulfil the requirements of the Electricity Supply Contract, the Supplier must enter into the required contracts with the Transmission System Operator and the Relevant Distribution Network Operator, in accordance with the Distribution Network Management Codes. The Supplier is obliged to present on all the documents stating the company's activity, as well as on his website, in addition to the standardized information in accordance with the prevailing legislation, also the Participants' Registration Number as registered with the relevant Network Operator.

Article 7
Transparency and Confidentiality

1. Every Supplier is obliged to apply the principal of transparency, as described in detail in Chapter 2 of the current Code.
2. Transparency requirements do not include disclosure of information defined as confidential according to the prevailing legislation.
3. In order to ensure RAE is able to perform its duties, confidentiality restrictions do not apply towards RAE.
4. Summary tables including information on each Supplier, such as website, contact information as well as offered tariffs, are published on RAE's website. RAE may publish on its website examples of how to calculate electricity bills based on the average consumption levels, with clear reference to the Supply Tariffs for Small Customers used in the calculation, in order to provide accurate and up-to-date information regarding available products and services thereby helping the Customer to select the most appropriate product or service to meet his needs. A comparative calculation based on various levels of consumption may also be found online.

5. RAE may publish on its website a summary report on Customers' views, comments and complaints as reported to RAE, together with reports regarding the compliance of Suppliers with their obligations under the current Code and/or the quality standards of the agreed terms and services as specified by each Supplier.

Article 8

Customer Services – Contact Principles

1. The Supplier ensures that his employees/staff as well as his contractors and associates are adequately qualified and trained and are addressing the Customer courteously/ politely and with respect.
2. When dealing with the Customer, the Supplier and his appointed contractors and associates must comply with the 'Principles of Communication with Customers/ Code of Conduct' as mentioned in Appendix I of the current Code. These Principles enact the basic rules of business behaviour of the Supplier, and especially the rules regarding contact with Customers and practices of marketing products and services.
3. In the case where RAE detects a regulatory deviation from the aforementioned principles, a hearing is conducted and the conclusion is published on RAE's website for a month. For incidents for which the above mentioned do not apply, RAE refers the complaint to the relevant Authority in accordance with the prevailing legislation.

CHAPTER 2

PUBLICATION OF INFORMATION ON THE SUPPLIER ACTIVITY

Article 9

Disclosure Obligations

1. The Supplier is obliged to publish, as a minimum, all the information mentioned in the current Chapter on his website, which should be easily-accessible, user friendly, operational and up-to-date regarding the published information throughout the period of operation of the company as an Electricity Supplier.
2. Standard forms, which should be published in accordance with Article 12, should be easily-accessible on the Supplier's webpage. The content of the forms should be clear, understandable and easy to read. Notification of terms in small print, not easily accessible or incomprehensible is prohibited.

Article 10

Disclosure of information and services

The Supplier should, at least, disclose on his webpage the following:

- a. The Participant's Number as registered with the relevant Operator.
- b. The Company's Information (business name, headquarters, business form, management, company representative).
- c. Full contact details (contact names, postal address, phone number, fax number, email) for general information inquiries, customer service issues and submission of complaints.
- d. The geographical areas covered or limitations to the provision of supply services, customer service points, and payment options.
- e. Sufficient information regarding the Supplier's financial data and accounts in accordance with Article 141 of L.4001/2011.
- f. Sufficient information regarding the available products and services.
- g. The general terms and conditions of the Electricity Supply Contract per Customer category.
- h. The Principles of Communication with Customers / Code of Conduct.

Article 11

Supply Tariffs

1. The Supplier sets and publishes Supply Tariffs for Basic and Special Customer Categories available, as a minimum for Small Customers. He also publishes Supply Tariffs for Vulnerable Customers as issued by the Ministry of Environment, Energy and Climate Change.
2. Supply Tariffs are prepared and presented in a clear, analytical and comprehensible manner according to the 'Tariff Setting Principles' described in Appendix II of the current Code. The Tariff elements must be clearly presented allowing calculation of the relevant charges. Specifically, each Supply Tariff must, at least, include the following information:
 - a. Clarification of the Basic or Special Customer Category to which it refers.
 - b. The criteria/ requirements for a Customer to be eligible for inclusion in the Basic or Special Customer Category to which the Tariff refers, as these are set out in relevant Ministerial Decisions or by the Supplier himself.

- c. Clear distinction of the charges into Supply Charges and Regulated Charges, and a further analytical breakdown of each of these groups of charges.
 - d. For each unbundled charge, reference to the service or levy it refers to, method of calculation of total charge, basis for the charge, unit charges, the billing period and the parameters for calculating the total charges.
 - e. Reference to the frequency of issuing bills based on actual or estimated meter readings as well as the method for calculating the charges based on estimated consumption.
 - f. The amount or the method for calculating the required deposit.
 - g. Methodology of price revision.
 - h. Alternative payment options (e.g. by standing order) and statement of whether the specific Supply Tariff is linked to a particular payment method.
3. The Supplier must, without delay, notify RAE within a period of no later than five (5) working days from the time when they come into effect, the Supply Tariffs for each Customer Category as well as any amendments of these Tariffs thereafter.
 4. For Big Customers not included in any of the Special Customer Categories offered by the Supplier, the Supplier may offer Supply Charges tailored to the Customer's site load characteristics and the services the Supplier and the Customer have agreed during negotiations. Supply Charges must be set taking into account competition, while avoiding cross subsidies and in accordance with the 'Tariff Setting Principles' described in Appendix II of the current Code.

Article 12

Standard forms and documents

1. Each Supplier prepares and makes available at the Customer service points and as a minimum on his website, the following standard forms and documents:
 - a. Application Form for a Supply Offer including a form granting authorisation to the Supplier to request the Customer's historical consumption data from the relevant Operator.
 - b. Standard terms and conditions of the Electricity Supply Contract (per Customer Category).
 - c. Form for Authorising Customer Representation (see Article 27).
 - d. Information leaflet on Electricity Supply Services.
 - e. Meter Representation Declaration Form.

- f. Statement of withdrawal in case of contract signature from a distance.
 - g. Application Form for the amendment of the Supply Contract.
 - h. Inquiries and Complaint Form.
 - i. Electricity Supply Contract Termination form.
 - j. Form for disputing the Electricity Bill.
 - k. Disconnection authorisation form.
 - l. Form for requesting electricity consumption data.
 - m. Application form for changing Customer Category (Basic or Special).
 - n. Information leaflet on services provided for Vulnerable Customers, special services and rights, eligibility criteria.
2. The content of the aforementioned standard forms and documents is customised so that it complies, at minimum, with the requirements of the current Code.

Article 13

Historic/ actual data concerning the supplier's activity

1. Each Supplier, within the first semester of each calendar year, prepares and publishes a report including general statistics regarding his Customers per Category and their sites, the meters he represents and information regarding his activity over the past year.
2. Every Supplier informs his Customers through his webpage and with a relevant letter or flyer attached to or as part of the Electricity Bill, about the contribution of each energy source in the total fuel mix during the previous year, together with the relevant environmental impact, in accordance with the prevailing legislation. The contribution of Renewable Energy Sources (RES) and High Efficiency Combined Heat and Power (HECHP) in the fuel mix is proved with data regarding the cancelling of the relevant guarantees of origin so that the Customer is informed of the percentage or the amount of the electrical energy produced by RES or HECHP.

CHAPTER 3

PRE-CONTRACTUAL PROCEDURE

Article 14

Application Submittal

1. The Application for a Supply Offer is submitted through a standard form which the Supplier is obliged to make available at his Customer Service points or alternatively send to the Customer by registered mail. The Supplier may offer the option to the Customer to submit his application by phone, email or online provided that an electronic customer service database is available on his webpage.
2. For the submittal of the Application Form, the Customer's site must be connected to the Transmission System or the Distribution Network, in line with the relevant Network Management Codes, regardless of whether the connection is active, or not.

Article 15

Content of the Application

1. The Application Form for a Supply Offer must, as a minimum, include the following:
 - a. The Customer's details necessary for the Electricity Supply Contract agreement. Special reference must be made by the Customer in the case where the billing address is different from the site(s) address.
 - b. The relevant legal documents authorising the representation of the Customer in case of a company/legal entity.
 - c. The Basic or Special Customer Category to which the Customer declares he belongs, with justification supporting his inclusion in that specific Category.
 - d. The preferred tariff as published by the Supplier or a request for a customised tariff based on the Customer's load characteristics. This is optional.
 - e. The preferable duration of the Electricity Supply Contract.
 - f. The voltage level (high, medium, low) of the network to which the Customer's site(s) is (are) connected.
 - g. Indication of whether the existing electricity connection needs to be activated.

further extended for fifteen (15) days, after which the Supplier must send the Supply Offer to the Customer or reject his Application with proper justification.

Article 17

Supply Offer

1. The Supply Offer must be in writing and binding on the Supplier for a period of, at least, ten (10) days from the time it is delivered to the Customer. The Supply Offer must include, as a minimum, the following:
 - a. The Supply Contract proposal with the General Terms and Conditions together with any additional proposed terms, the expected/proposed Supply Contract duration and the maximum estimated time required upon Supply Contract signature for the connection to be activated and electricity to be supplied, in line with the prevailing legislation.
 - b. Complete and analytical description of the Supply Tariffs available with clear distinction of the charges into Supply Charges, Regulated Charges, or any additional special tariff terms, the period these charges will apply and remain valid and the methodology of potential price revision as well as the estimated total annual cost based on the Supply Offer. When the Customer has stated a preference for a specific published Tariff, the complete and analytical description should be for that specific Tariff and any other alternative Tariffs available for the same Category.
 - c. The amount or the method for calculating the required deposit as well as details regarding its payment.
 - d. The validity period of the Supply Offer and information regarding the Customer's right to withdraw in case of contract signature from a distance.
 - e. A Meter Representation Declaration Form completed with the Customer's details as required by the Distribution Network Management Codes.
 - f. Analytical description of the actions that need to be taken following the Customer's acceptance of the Supplier's Offer, especially regarding instructions for completing and returning the Supply Contract together with all the relevant required documentation for the Customer's inclusion in the Basic or Special Customer Category as stated in his Application.
 - g. A form granting authorisation to the Supplier to represent the Customer before the relevant Operator regarding issues set out by the current Code as well as the Network Codes. The validity of the signature on the aforementioned form is authenticated and certified as required by law.
2. In the case of an activation of a new connection or in the case where a disconnected customer is reconnected, the Customer may also send an authorisation form allowing the Supplier to represent the Customer before the

relevant Operator in order to complete the necessary procedures to activate the connection, which take place simultaneously with the submission of the Meter Representation Declaration Form. The validity of the signature on the aforementioned form is authenticated and certified as required by law.

3. The Supply Offer can be sent by registered mail, email, or with any other means pre-agreed with the Customer.

CHAPTER 4

SUPPLY CONTRACT SIGNATURE AND APPLICATION

Article 18

Content of the Supply Contract

1. The Supply Contract contains, as a minimum, the data and terms described in the current Chapter. Depending on the Customer Category, additional terms and specifications apply as described in Chapter 6 and 7 of the current Code.
2. The Supply Contract must be in writing and includes, at least, the following information:
 - a. The Supplier's and the Customer's details (Name, Meter Registration Number, Meter Asset Number (where applicable), home or business address, the site's address, billing address, contact details, including details for an alternative contact point).
 - b. Description of the services provided and the Supplier's obligations regarding the electricity supply.
 - c. The applied Tariff according to the Customer Category to which the Customer belongs, any agreed special charges/ tariff terms, the period the Supply Charges will apply and remain valid, and the methodology of potential price revision.
 - d. The Billing process, the method for calculating the charges, reference to the frequency of issuing bills based on actual or estimated meter readings as well as the method for calculating the charges based on estimated consumption, the date upon which the payment is due and payment options.
 - e. The Contract duration according to the Customer's Application and the conditions for renewal.
 - f. The amount of the required deposit, the conditions and the methodology applied for its revision, as well as the preconditions for its refund and possible reasons for its retention.

- g. The procedure for amending the Supply Contract, especially the Supply Tariffs, as well as minimum requirements for notifying the Customer.
- h. The consequences of not paying the Electricity Bill by the set date.
- i. Special reference to the reasons justifying the disconnection of a site.
- j. The procedure for correcting Electricity Bills in the case of miscalculation.
- k. Specification of the Supply Contract's terms which can be amended unilaterally either by the Supplier or following a request by the Customer, their amendment procedure and minimum requirements for notifying the Customer.
- l. Cases where the Supplier has the right to terminate the Supply Contract, and notification procedures and requirements.
- m. Terms and Conditions regarding the minimum time the Contract must remain in effect (if applicable), related benefits offered to the Customer, potential penalties due to Contract termination before its expiry date or due to the Contract being terminated by the Supplier because of Customer's arrears according to paragraph 6, Article 21

Supply Contract Termination

1. The Customer can, at any time and without reason, terminate the Supply Contract. The termination of the Supply Contract by the Customer has no consequence, financial or other, on the Customer, except in the case where the Supply Contract includes special terms regarding the minimum duration of the Contract and the compensation due if the Contract is terminated by the Customer, or the Supplier solely due to Customer's debt, before the expiry of the minimum Contract duration. The Supplier is not, in any case, entitled compensation if the Contract is terminated by the Customer within thirty (30) days from the Supplier's notice regarding an amendment of a Contract's term or a Tariff revision, even if the termination is within the Contract's minimum duration.
2. The termination of the Supply Contract is requested in writing by the Customer. Termination of supply comes into effect thirty (30) days after the date the request is sent to the Supplier (subject to paragraph 3, Article 42 of the current Code).
3. Subject to the special regulations regarding Vulnerable Customers, the Supplier can terminate the Supply Contract and declare to the relevant Operator that he no longer represents the Customer's Meter, for reasons of outstanding debt and in accordance with the provisions of paragraph 6, Article 39 of the current Code. The results of the aforementioned termination come into effect immediately.
4. Subject to paragraph 3 of the current Article and paragraph 7, Article 39 of the current Code, if the Customer does not comply with agreed essential terms and conditions of the Supply Contract for a time period longer than thirty (30) days, the Supplier notifies the Customer accordingly setting an, at least, thirty (30) days

deadline for the Customer to comply and informs him of the consequences in the event of non-compliance within the set time period. After the deadline has expired and the Customer remains non-compliant, the Supplier has the right to terminate the Supply Contract and declare to the relevant Operator that he no longer represents the Customer's Meter. The results of the aforementioned termination come into effect immediately.

5. The notifications described in the current Article are sent by the Supplier either by registered mail or with any other means such that their dispatch date can be verified. The deadlines mentioned in the current Article commence the day after the dispatch date of the relevant notifications, as certified by the mailing or shipping services.
6. Following the expiry of the Supply Contract, the Supplier is prohibited to use or disclose to a third party the Customer's contact details for the promotion of products and services, unless he has the written consent of the Customer.

39 of the current Code.

- n. Procedures for the submission of complaints, complaints handling and the out-of-court resolution, especially in relation to disputes regarding the charges.
 - o. Description of the consequences in the case of failure by the Supplier to meet the level of quality as set in the Contract, including miscalculation or delay in billing, particularly with regards to related penalties, compensation and charge refund arrangements.
3. The Supply Contract may additionally include:
 - a. Explicit statement of the Customer's consent to disclose to other Suppliers information regarding potential outstanding debt or related notice of disconnection for a period no longer than the previous twelve (12) months, and in connection to an application by the Customer for Supplier switching.
 - b. Explicit statement that the Customer consents to disclose his contact information to RAE so that the latter would be able to conduct research on public opinion when performing its duties.
 7. Any agreement limiting or exempting the Supplier's responsibilities according to the prevailing legislation is considered invalid.
 8. Terms and conditions of the Supply Contract which conflict the provisions of the current Code are considered invalid. If a specific Contract term is considered invalid, this does not affect the validity of the Contract as a whole.
 9. In order to avoid delays during the process of Supplier switching, the Customer declares the meter reading for each non-hourly meter. This reading is then passed on from the Supplier to the relevant Network Operator, in accordance with the relevant Codes.

10. After the required deposit has been paid and the relevant procedure for the activation of the connection and the supply of electricity has been completed, within five (5) working days upon Supply Contract signature, the Supplier must notify the Customer regarding the expected date of activation and commencement of electricity supply.

Article 19

Supply Contract Duration

The duration of the Supply Contract is agreed between the two parties (subject to paragraph 1, Article 29 of the current Code). The Supplier is, in any case, obliged to remind the Customer of the Contract expiration date and his right to change Supplier, in writing or through electronic communication, one (1) month before the upcoming expiry date of the Contract. The aforementioned terms apply subject to amendment and/or termination rights as set out in the current Code and the Supply Contract.

Article 20

Deposit

1. The Supplier may request a deposit from the Customer upon Supply Contract signature as an advance and in order to exclusively secure future Customer debt arising from the application of the terms of the Supply Contract.
2. The amount of the required deposit can be revised during the Contract's duration, in the case where there is a significant difference between the charges on the Customer's actual Bills and the estimated charges used for setting the deposit, or in the case where the Customer is repeatedly overdue in settling his payments. The Supplier is obliged, on the current Bill, to inform the Customer of the revised deposit and the difference in the amount should be debited or credited in the next Bill.
3. In the case where the Supply Contract is terminated by the Supplier due to non-payment in accordance with the provisions of paragraph 6, Article 39, the Supplier retains the deposit which is then subtracted from the total amount overdue.
4. In the case where the Supply Contract is terminated, following a request or automatically (subject to paragraph 3), the deposit is subtracted from the amount due on the final Bill which should be issued based on the actual meter reading signifying the termination of the electricity supply.
5. Any credit difference is refunded, without interest, to the Customer, at maximum, within one (1) month from the date the final Bill is issued.

Article 21

Supply Contract Termination

2. The Customer can, at any time and without reason, terminate the Supply Contract. The termination of the Supply Contract by the Customer has no consequence, financial or other, on the Customer, except in the case where the Supply Contract includes special terms regarding the minimum duration of the Contract and the compensation due if the Contract is terminated by the Customer, or the Supplier solely due to Customer's debt, before the expiry of the minimum Contract duration. The Supplier is not, in any case, entitled compensation if the Contract is terminated by the Customer within thirty (30) days from the Supplier's notice regarding an amendment of a Contract's term or a Tariff revision, even if the termination is within the Contract's minimum duration.
6. The termination of the Supply Contract is requested in writing by the Customer. Termination of supply comes into effect thirty (30) days after the date the request is sent to the Supplier (subject to paragraph 3, Article 42 of the current Code).
7. Subject to the special regulations regarding Vulnerable Customers, the Supplier can terminate the Supply Contract and declare to the relevant Operator that he no longer represents the Customer's Meter, for reasons of outstanding debt and in accordance with the provisions of paragraph 6, Article 39 of the current Code. The results of the aforementioned termination come into effect immediately.
8. Subject to paragraph 3 of the current Article and paragraph 7, Article 39 of the current Code, if the Customer does not comply with agreed essential terms and conditions of the Supply Contract for a time period longer than thirty (30) days, the Supplier notifies the Customer accordingly setting an, at least, thirty (30) days deadline for the Customer to comply and informs him of the consequences in the event of non-compliance within the set time period. After the deadline has expired and the Customer remains non-compliant, the Supplier has the right to terminate the Supply Contract and declare to the relevant Operator that he no longer represents the Customer's Meter. The results of the aforementioned termination come into effect immediately.
9. The notifications described in the current Article are sent by the Supplier either by registered mail or with any other means such that their dispatch date can be verified. The deadlines mentioned in the current Article commence the day after the dispatch date of the relevant notifications, as certified by the mailing or shipping services.
10. Following the expiry of the Supply Contract, the Supplier is prohibited to use or disclose to a third party the Customer's contact details for the promotion of products and services, unless he has the written consent of the Customer.

Article 22

Contract termination due to relocation

1. The Customer notifies the Supplier for his intention to terminate the Supply Contract due to relocation, at least thirty (30) days before the scheduled date of his relocation, on the condition that the Customer does not require the Supply Contract to be amended due to relocation. In that case, the Contract shall be terminated ex officio on the date specified in the Customer's notice.
2. The Customer, immediately after the aforementioned notice, can arrange to disconnect supply and terminate his Meter Representation on the desired date of leaving the site, as described in the relevant Network Codes. The Customer may grant authorisation to his Supplier to represent him in such actions for disconnecting supply and terminating his Meter Representation. The validity of the authorisation form and the Customer's signature must be authenticated and certified.
3. When the Customer does not notify the Supplier for his relocation or does not notify him on time, the Supply Contract remains in effect until the Customer's Meter Representation is terminated. In that case, the date for an ex officio termination of the Supply Contract is considered the date the Customer's Meter Representation is terminated, as set out by the relevant Operator, in accordance with the Network Codes.

Article 23

Concession of the Supply Contract

The Concession of the Supply Contract to a third party by the Supplier is allowed only following agreement between the parties (subject to paragraph 4, Article 30).

Article 24

Additional Terms and Conditions

The Supplier and the Customer may agree additional terms, or provision of other services, provided that these do not conflict the current Code. In case of disagreement between a Contract term and the provisions of the Code, the latter prevails.

Article 25

Interruptible contract terms

1. Additional interruptible contract terms may be included in the Supply Contract, only if the Customer has the appropriate metering device. Through these terms, the Customer accepts the Supplier's right to request from him to reduce or interrupt his load for a specific time period, and the details for the Contract's implementation are set out, specifying the obligations and the rights of all parties.
2. The interruptible contract terms are described in full on a separate chapter of the Supply Contract and specify, at least, the following:
 - a. The conditions and the procedure for activating the interruptible contract terms, the agreed range of load reduction, the obligations of all parties and the actions required to be taken by the Customer in order to comply with the relevant terms.
 - b. The benefits, financial or other, for the Customer linked to the interruptible supply terms, which could be fixed, or depending on the Customer's response to a request to reduce or interrupt load, or a combination of both.
 - c. The maximum number of hours or separate requests for load reduction during the Supply Contract's duration and/or specific periods of the Contract, as well as the time periods (with a 24-hour period, a week and/or a month) during which the Supplier can activate the interruptible contract terms.
 - d. The maximum continuous time period during which the Supplier can request from the Customer to reduce/interrupt his load.
 - e. The minimum time of notice before the actual interruption, which cannot be less than twenty four (24) hours from the requested activation time of the load reduction, the procedure for notifying the Customer and acknowledgement of receipt of the notice by the Customer.
 - f. The actual metered data that the Supplier is obliged to give to the Customer regarding the activation of the interruptible contract terms and its outcome.
 - g. The method of determining the Customer's response according to the interruptible contract terms of the Supply Contract and the method of calculating the related benefits.
 - h. Any financial penalties applicable in the case where the parties are not in compliance with the interruptible contract terms as well the method for determining the penalties.
 - i. The payment options for any charges or payments arising from the implementation of the interruptible contract terms.

3. The interruptible contract terms may also refer to cases where reduction or interruption of the Customer's load is achieved either automatically or by programming the meter, or remotely by the relevant Network Operator after the Supplier's request, or by the Supplier himself, provided that this can be supported by the relevant metering equipment and the network and is in line with the terms and conditions of the interruptible supply contract.
4. The Suppliers must submit to RAE, within the first three months of each calendar year, a report regarding implementation of Supply Contracts with interruptible contract terms during the previous year. The report must include data regarding the number of contracts, the maximum level of interruption that could be achieved, the percentage of time the terms were activated and the outcome of the activation.

CHAPTER 5

SPECIAL PROVISIONS FOR SMALL CUSTOMERS

Article 26

For the implementation of the Supply Contract for Small Customers, the provisions of the current chapter apply additionally.

Article 27

Information leaflet on Electricity Supply Services

1. The Suppliers must prepare, regularly update according to the prevailing legislation, and publish an Information leaflet on Electricity Supply Services. The purpose of this is to inform, in particular Small Customers, about the electricity supply services offered by the Supplier, the services offered by third parties in relation to the electricity supply and the relevant procedures.
2. The Information leaflet on Electricity Supply Services must, at least, include the following summary information:
 - a. Description of the electricity supply services offered by the Supplier including specific characteristics, procedures, deadlines, specifications, relevant charges, as well as the Supplier's obligations towards the Customer, depending on the category to which the Customer belongs in combination with the respective Supply Charges.
 - b. Reference to the electricity supply services offered by the Transmission System Operator and the Relevant Distribution Network Operator, their

responsibilities towards the Customer, and in relation to the respective Regulated Charges.

- c. Description of the conditions and procedures for signing and terminating the Supply Contract, electricity supply activation and disconnection, and the relevant penalties.
 - d. Description of the conditions and procedures for a Customer's inclusion in the Basic or Special Customer Category, and the required documentation for the inclusion in each one of the Customer Categories.
 - e. The procedure for notifying the Customer about amendments of the contract terms, and especially regarding amendments to the Supply Tariffs.
 - f. Description of the process for the submission, handling and resolution of complaints as outlined by the Supplier, and in the case where the outcome is not satisfactory, the procedure for out-of-court dispute resolution by the relevant bodies.
 - g. Description of other services offered and related charges, e.g. energy services, energy audits carried out independently or measures for improving energy efficiency.
 - h. Procedure for Supplier switching.
3. The Information leaflet on Electricity Supply Services is published on the Supplier's webpage and made available to RAE the first time it is published and following each revision.

Article 28

Obligation to submit an offer to supply

1. The Supplier is obliged to accept the Application for a Supply Offer submitted by Small Customers, except in the following cases:
 - a. When the Customer applying for a Supply Offer has outstanding debts resulting from a previous contract between the Customer and the Supplier or any other Supplier, does not submit a copy of his latest Bill or has, at least twice, received a disconnection notice due to outstanding debt within the previous year of the application.
 - b. When the Supplier does not supply electricity to the Customer Category to which the Customer belongs.
 - c. When the Application for a Supply Offer was not completed in the set time and the missing data render the submission of a Supply Offer by the Supplier impossible.

2. The Supply Offer must be in line with the published Terms and Conditions as well as with the Supply Tariffs offered by the Supplier for the Customer Category to which the Customer belongs, unless the proposed amendments or deviations render the Offer as a whole more favourable for the Small Customer. In any case, the Small Customers' rights to a Supply Contract according to the published Terms and Conditions for the applicable Customer Category are not affected provided that the necessary documentation is submitted when required.
3. In addition to the aforementioned in Article 17 of the current Code, the Supply Offer for Small Customers must also include:
 - a. the validity period of the Supply Offer, which cannot be shorter than thirty (30) days from the day it is received.
 - b. the validity period of the offered Supply Tariffs, which cannot be shorter than six (6) months.
 - c. clear, reasonable and transparent criteria for the revision of the Supply Charges.
 - d. description of the services provided by the Supplier (including Customer services and communication) with special mention to the guaranteed quality target of the offered services (such as the maximum waiting time at the customer service points, maximum call waiting time, the frequency of issuing bills per year) and resulting penalties in favour of the Customer in case of failure to meet these targets.
 - e. the procedure regarding right to withdraw and the relevant deadline, which should be set, as a minimum, at fourteen (14) days after the Supply Contract's signature by the Customer.

The Supply Contract's minimum content must include the aforementioned points (a) to (e).

4. The Supplier is obliged to attach to the Supply Offer to Small Customers the standard forms and documents (d) to (n) described in Article 12 as well as the general terms and conditions applicable to the Basic or Special Customer Category to which the Customer belongs. The Supplier informs the Small Customers about any amendments of the Information leaflet on Electricity Supply Services with the relevant notice on the link on his website.
5. The Supply Offer, together with the Statement of withdrawal and the other standard forms and documents described in paragraph 4, are sent to the Small Customer by registered mail, email or with any other means pre-agreed with the Customer. In any case, the simultaneous delivery to the Customer, signature and dispatch of the Contract by the Customer back to the Supplier is prohibited, as adequate time is needed after the Supply Offer's delivery and before the Supply Contract's signature for the Small Customer to read the Contract's terms and conditions. Regardless of the above, the Small Customer's right to withdraw from a Contract agreed from a distance is not affected.

Article 29

Specific provisions for the Supply Contract

1. The Supply Contract offered to a Small Customer must have a minimum duration of one (1) year from the commencement of the electricity supply, unless the Small Customer applies for or/and agrees to sign a Supply Contract for a shorter period, including cases of temporary electricity supply, in accordance with the provisions of the Network Codes.
2. The Supplier is obliged to supply electricity to the Customer throughout the minimum duration period of the Supply Contract, subject to the provisions of Article 21 of the current Code. The minimum duration for a Supply Contract does not affect or constrain in any way the Small Customer's right to terminate the Supply Contract, in accordance with Article 21.
3. The Supplier cannot request from the Customer a deposit which exceeds the estimated amount of two (2) consecutive Bills. The required deposit can reach the estimated amount of three (3) consecutive Bills only in the case where at least two disconnection notices have been issued due to outstanding debt within the previous twelve-month period.
4. The Concession of the Supply Contract by the Supplier cannot be included as a term in the Supply Contract. If such term is included in the Contract, it is considered null and void.
5. The Electricity Bill is periodically issued at least every two months, according to the Supplier's billing system, and must be settled at least once a year based on an actual meter reading by the relevant Network Operator.
6. Any penalty in favour of the Customer due to the Supplier's failure to meet the service quality targets as set out in the relevant Supply Contract is automatically credited to the Customer's next Bill.

Article 30

Supply Contract Amendment

1. Unilateral amendment to the Terms and Conditions of the Supply Contract by the Supplier is possible only when it is allowed under the prevailing legislation, or it has been agreed by the two parties upon Contract signature according to paragraph 2, Article 18 of the current Code.
2. The Supplier is obliged to notify each Customer individually regarding any amendments to the terms and conditions of the Supply Contract at least sixty (60) days before an intended amendment goes into effect and, if possible, within a special box on the Electricity Bill or with a special leaflet included with the Bill.

Notifications regarding amendments to the Supply Charges may also be sent with the first Electricity Bill following the amendment.

3. Individual notification takes place in writing. Notification may also take place by phone, email, or by a short notice either as part of the Electricity Bill or sent electronically, referring the Customer to the Supplier's webpage for a complete description of the amendment, provided that the Customer has agreed to being contacted in this way. In the case where the Customer has chosen registered mail as the only acceptable communication method, the Supplier may charge extra for that service.
4. Each individual notification must, at least, include:
 - a. Complete and analytical description of the terms of the Supply Contract or the Supply Charges being amended. Changes in the Supplier's business identity are considered amendments to the terms of the Supply Contract, provided that these refer to changes in the Supplier's business name or/and his business form or/and constitute business transformation of the Supplier's legal entity or transfer of his license.
 - b. A reminder about the Customer's right to terminate the Supply Contract according to Article 21 of the current Code and a brief description of the relevant process.

The aforementioned terms do not apply for amendments to the Regulated Charges which are not controlled by the Supplier. The Supplier is obliged to notify the Customer about amendments to the Regulated Charges with a relevant leaflet sent with the Bill or in a special box on the first Electricity Bill issued after the Regulated Charges amendment has gone into effect.

5. The Customer may suggest to the Supplier an amendment of the Contract's terms which must be introduced in line with the Contract. Specifically, in the following cases, the Contract's amendment is introduced within at least thirty (30) days from the relevant application by the Customer, except in case (a) where the amendment is introduced within forty five (45) days:
 - a. Changes regarding the site's information due to Customer's relocation.
 - b. Change in the Basic or Special Customer Category to which the Customer belongs as well as a request for a customised tariff offer different from the available Tariffs as published by the Supplier.
 - c. Classification of a Customer as Vulnerable.

The necessary relevant documentation must be attached to the application form in order for the Customer to be included in the requested Customer Category. The rejection of the Customer's application must be in writing, fully justified and it must describe the process and the conditions for a re-evaluation if the Customer wishes to resubmit the application.

6. In any case, the Customer is obliged to notify the Supplier about any change regarding his contact details, such as the mailing address for the Electricity Bill.

Article 31

Customer Service

1. Within one (1) month from the issuing of the license and throughout the duration of his activity, a Supplier who supplies Small Customers must create, in relation to the number of Customers and the Customer Categories served, a Customer Service department responsible for:
 - a. Providing information to Customers regarding inquiries about electricity supply.
 - b. Processing applications for the supply of electricity according to Chapter 3.
 - c. Receiving, handling, resolving and replying in writing to Customers' inquiries and complaints, as well dealing with inquiries for the provision of information and the Customer's electricity consumption data.
 - d. Receiving and resolving inquiries, complaints, and disputes regarding the Electricity Bill.
2. The Supplier is obliged to publish the Customer Service contact details (postal address, phone number, fax number, email). In the case where the Supplier is also using the Customer Service points of his appointed associates, he is obliged to publish their contact details and to ensure that their Customer Service points meet the set quality service standards.

Article 32

Principles of handling inquiries and complaints

1. The Supplier is obliged to have the appropriate organisation and resources available to effectively handle his Customer's inquiries and complaints. Therefore, he should develop a 'Code of Practice on inquiries and complaints handling' which sets out the complaints handling procedure, the timescales and deadlines for each stage of complaint handling and investigation, and all the necessary information regarding the relevant body to which the Customer may refer his complaint if the Customer remains dissatisfied from the Supplier's reply.
2. The Code of Practice mentioned in paragraph 1 is prepared according to the 'Principles of handling Consumer inquiries' set out in Appendix III of the current Code.
3. In the case where RAE detects a regulatory deviation from the aforementioned principles, a hearing is conducted and the conclusion is published on RAE's

website for a month. In any case, RAE informs the Customer about the relevant Authority, in accordance with the prevailing legislation, to which they can refer their case for an out-of-court resolution.

CHAPTER 6

SPECIAL PROVISIONS FOR VULNERABLE CUSTOMERS

Article 33

1. For the Vulnerable Customer Category, as defined by the prevailing legislation, the regulations described in the current Chapter and Chapter 5 apply.
2. These regulations are only valid for Domestic Vulnerable Customers, when this is explicitly stated.

Article 34

Special Supply Contract Terms

1. The deadlines set in paragraph 4, Article 21, are further extended for Vulnerable Customers by an extra thirty (30) days.
2. The date upon which the bill is due for Vulnerable Customers cannot be shorter than forty (40) days from the day the bill is dispatched.
3. The Supplier is obliged to offer the Domestic Vulnerable Customers an interest-free, instalment payment option for settling their current and/or past Electricity Bills. Each monthly payment cannot exceed 50% of the Domestic Vulnerable Customer's typical monthly expenditure for electricity supply. The aforementioned option does not exempt the Customer from his obligation to make due payments to the Supplier.
4. Disconnection or contract termination due to outstanding debts according to paragraph 6, Article 39 is forbidden for Customers registered as Domestic Vulnerable Customers during winter months (November to March) or during the months of July and August.
5. Especially for the Domestic Vulnerable Customers described in cases 1(b) and 1(d) of Article 52, L.4001/2011, namely Customers depending on life support machines and those with serious health problems, the Supplier can terminate their Supply Contract only in the case where the Customer is in arrears due to non-payment of six (6) consecutive Electricity Bills and provided that the Supplier has already notified the Customer about: a) the options available to the Customer to settle his outstanding debt, and b) the Supplier's intention to terminate the Supply Contract if within the following twenty (20) days the Customer does not pay or settle his arrears. If the Supplier terminates the Supply Contract, the

aforementioned Domestic Vulnerable Customer, who is dependent on life support machines or has serious health problems, is automatically transferred to the Universal Service Supplier, without prior disconnection, by any means, of his electricity supply.

Article 35

Customer service for Vulnerable Customers

1. Serving Vulnerable Customers takes priority over other Customers. The Supplier is obliged to take necessary measures to provide information and customer support to Vulnerable Customers. Especially in the case of people with disabilities, the Supplier is obliged to have specially trained staff and a webpage in accordance with the website accessibility guidelines. The Supplier's Customer service points must be easily accessible to people with disabilities, and must follow accessibility guidelines in line with the prevailing legislation.
2. The Supplier is obliged to have a special telephone helpline service for Vulnerable Customers. The calls made by these Customers to the helpline are always charged at local rates and all helpline calls, after notifying the Customer, are recorded.
3. The Supplier is obliged to ensure that Customers who are blind or visually impaired can a) choose among: bills with large print format, voice bills, telephone contact instead of written notifications or information sent as Braille documents or audio CDs, b) have special help for reading/ verifying the meter readings, c) be notified by telephone for planned supply disruptions, and d) have special means to recognise the Supplier's staff or representatives, when visiting the Customer's home.
4. The Supplier is obliged to ensure that Customers with serious hearing problems will be attended to by: a) a home visit in the case of emergency (due to breakdown, blackout, supply disruption etc), b) a person who uses sign language, c) special devices allowing communication with deaf-mute Customers, and d) by SMS and email for the provision of useful information.
5. The Supplier is obliged, especially for Customers with mobility problems, to offer alternative ways for carrying out transactions which do not require the Customer's physical presence.

CHAPTER 7

CONTRACT IMPLEMENTATION

Article 36

Customer Meter Representation by the Supplier

1. In order to supply electricity to the Customer, the Supplier must submit a Meter Representation Declaration Form to the relevant Network Operator, in accordance with the relevant Codes.
2. When no Meter Representation Declaration Form has ever been submitted for a specific Meter, in accordance with the relevant Codes, then this Meter remains represented by the initial Supplier.
3. The Customer's Meter Representation by the Supplier does not authorise the Supplier to represent the Customer before the relevant Network Operators regarding issues set out by the current Code as well as the Network Codes. This is possible only after the Customer requests, in writing, such representation, in line with note (g), paragraph 1, Article 17 of the current Code.

Article 37

Electricity Bill

1. The Customer is charged for the services provided according to the Supply Contract through the Electricity Bill. The Bill also includes the Regulated Charges for services offered by the Relevant Operator or a third party paid by the Supplier, who represents the Customer's meter(s). The billing frequency is specified in the Contract terms. Especially for Customers without an Hour Meter, the billing frequency must be determined in relation to the frequency of the meter readings as specified by the relevant Operator for the relevant Customer Category in order to ensure settlement of charges based on actual metered demand.
2. The Supplier is obliged to compare the meter readings from the relevant Network Operators with the Customer's historical consumption data provided that such data is available. The Supplier is obliged, in the case where there are significant changes in the consumption, to request from the Customer a meter reading verification or ask for justification of the reason for such a change in consumption. In the case where the Customer's meter reading is different from the reading provided by the Network Operator, the Supplier must notify the relevant Operator.
3. The Electricity Bill is sent by the Supplier to the last postal address stated by the Customer. The Customer may, if he wishes, also use alternative billing services, such as electronic billing by email, provided that there is a procedure for

confirming receipt of the Bill. The Electricity Bills must be paid by the due date specified in the Bill.

4. The Electricity Bill includes, as a minimum, the following information:
 - (1) The Supplier's details (company name, postal address, fax number, email, website, tax number).
 - (2) The Customer's details (name, site address, billing address, contact details, tax number), the Meter Registration number and the Meter Asset number.
 - (3) The number, issue date and type of Bill (based on actual metered demand certified by the relevant Operator (ACTUAL), based on estimated demand (ESTIMATED) or based on meter reading by the Customer or the Supplier (ACTUAL- CUSTOMER READING), as well as information regarding procedure for providing a meter reading.
 - (4) The Basic or Special Customer Category (Domestic or Non-domestic / Commercial, connection voltage, etc.) and indication of the applied Tariff.
 - (5) The dates for the previous, current and next meter reading provided that these are made available by the relevant Operator.
 - (6) The period which the bill covers.
 - (7) Meter Data, such as the energy, peak demand, voltage level etc. according to the applied Tariff, as recorded at the beginning and at the end of the billing period, provided that these are made available by the relevant Operator.
 - (8) The total electricity consumption during the period the bill was issued or during the billing period charged according to the applied Tariff.
 - (9) Analytical presentation of the charges applied, indicating the net price and the tax for each charge, the unit prices for the Supply Charges and the total amount charged per group of charges as defined below:

Supply Charges

- a. Charges for the supply of electricity in accordance with the Supply Contract.

Regulated Charges

- a. Charges for the use of the Transmission System and the operating cost of the Transmission System Operator.
- b. Charges for the use of the Distribution Network and the operating cost of the relevant Network Operator.
- c. Charges for the provision of Public Service Obligations.

- d. Special Levy for the Reduction of Gas Emissions.
 - e. Potential charges for services provided regarding the Customer's connection.
 - f. Other Charges as defined by the prevailing legislation.
- (10) Any penalty charges or compensation credited to the Customer by the Network Operator for failure to provide guaranteed levels of service and indication of the respective infringement, in accordance with the Network Codes.
 - (11) Any overdue amount from previous bills, a reminder about the Supplier's right to terminate the supply if the total amount due is not paid by the due date, an indication "TERMINATION OF SUPPLY NOTICE", subject to special regulations for Vulnerable Customers, a note that the termination notice should be disregarded if payment of amounts from previous bills have been settled following the issuing of the current bill.
 - (12) The total amount due, including owed amounts from previous bills and taking into account any penalty charges or compensation credited to the Customer, in line with the aforementioned point 10.
 - (13) The procedure and deadline for submitting objections regarding the Bill, the set deadline upon which the payment of the Electricity Bill is due and payment options.
 - (14) The deposit amount paid.
 - (15) Historic consumption data, particularly in comparison with consumption during the respective billing period of the previous year or the current rolling 12-month average consumption, and for Small Customers, comparison of the Customer's consumption with the consumption of sites with similar characteristics.
 - (16) Ways to obtain information on the current unit prices of the Regulated Charges.
- 5. In the case where an actual meter reading, according to the Network Codes, is not available for the billing period or part of it, the Electricity Bill issued for the respective period is based on metering data as estimated by the relevant Network Operator, in line with the correction procedure and meter reading estimation set by the respective Network Management Code. In this case, the Bill includes a relevant indication and a brief description of the calculation method of the charges based on the estimated meter reading, according to the data available by the relevant Network Operator.
 - 6. Other information required on the Electricity Bill include:
 - a. The Supplier's contact details for submitting inquiries, complaints and objections regarding the Electricity Bill.

- b. The Customer Service contact details and the telephone helpline service for general information inquiries and submission of complaints.
 - c. The contact details of the relevant body responsible for the out-of-court resolution of disputes between the Customer and the Supplier.
 - d. The Customer Service telephone helpline of the local relevant Network Operator which the Customer can contact for general information inquiries, submission of complaints, reporting supply or Network problems and in case of emergency.
 - e. Practical advice on issues, such as energy conservation, electrical appliances safety issues, as well as the contact details of the relevant bodies and organisations, and websites addresses through which the final Customer can be informed about improving his energy efficiency, and the technical characteristics and typical electricity usage of appliances.
 - f. Information regarding the obligations of the Customer in terms of the protection and safety of his meter(s), the regular checking of their readings, in accordance with the Network Codes, and practical advice on the aforementioned issues.
 - g. Information regarding the Supplier's right to terminate the Customer's electricity supply, in the case of non-payment of an Electricity Bill containing arrears from a previous overdue Bill. Explicit notification that the Customer will be classified as a Vulnerable Customer must be included if paragraphs 3 to 6, Article 34 apply.
7. Periodically, at least once a year, the Supplier must inform his Customers through a relevant letter or flyer attached to or as part of the Electricity Bill, regarding the following:
- a. Consumption data and total electricity supply cost for the previous year; estimated consumption and supply cost for the current year, as well as a reminder about the Customer's right to change Supplier.
 - b. Information regarding the contribution of each energy source in the total fuel mix during the previous year, in accordance with paragraph 2, Article 13 of the current Code.
8. When the Supply Contract is terminated, the Supplier must issue and send to the Customer, within a period of no later than six (6) weeks, the final Bill based on actual metered demand certified by the relevant Operator.

Article 38

Correction of the Electricity Bill

1. The Supplier is obliged to immediately correct any Electricity Bills issued, in case it is ascertained that there are mistakes in charges applied to the Customer for any reason. Provided that these Bills have already been paid for, the Supplier is obliged to credit or debit the Customer's account and issue a corrected bill or correct the amount in the next scheduled bill.
2. In case the mistake was made by the Supplier, for example due to mistakes in the application of the tariffs or the issuing of the bills, he is obliged to correct any errors in the Tariffs or the bills issued during the time the Supply Contract is in effect and for two (2) years after its termination. The amount due resulting from the correction is payable without interest.
3. In the case of a correction in the metering data and charges passed on to the Supplier, in line with the relevant Network Codes, the Supplier is obliged at any time to correct the amount the Customer was charged in the same way the correction affected the amounts paid by the Supplier compared to those based on the initial metering data. The amount due resulting from the correction is payable without interest.
4. In any case, the Supplier is obliged to inform the Customer regarding the reasons for the correction in the amount charged on his electricity bill, the billing period these charges refer to, the initial and the corrected amount charged and the calculation method, in detail, of the initial and the corrected charges.
5. The Code provisions relating to Electricity Bills apply accordingly for the corrected Electricity Bills.

Article 39

Payment Options

1. The Supplier is obliged to offer different payment options for paying the Electricity Bill, such as payment at the Customer Service points, by post, through the bank or other networks. The Supplier is obliged to ensure that each Customer has at least one payment option free of charge, even following the expiry of the Electricity bill payment date.
2. In the case where the date the electricity bill payment is due falls on a Sunday or holiday, payments are considered within the deadline if they are made on the next business day.
3. The Supplier can offer an instalment payment plan based on special terms agreed in the Contract and which define, as a minimum, the number and frequency of instalments, any interest rate charged, as well as the total percentage the Electricity Bill is charged due to its repayment in instalments.

4. For Small Customers, the due date for the electricity bill payment is set by the Supplier and cannot be shorter than twenty (20) days from the date the bill was sent. In the case where the bill is sent by post, the due date cannot be shorter than twenty (20) days from the date the bill was delivered to the post office.
5. The Supplier, or his appointed associates, may contact the Customer following the expiry of the payment date, reminding him the amount due and offering the possibility to send a copy of his Electricity bill.
6. In the case where the Electricity bill is not paid within the set deadline, the Supplier can:
 - a. include the amount due, plus interest, in the next bill which the Customer has to pay before or on the payment date set in the new bill.
 - b. if payment is not made by the second due date, the Supplier may request that the Customer is disconnected by the relevant Operator due to outstanding debt. The Customer must also be notified at the same time.
 - c. if the debt is not settled within ten (10) days following the disconnection notice, the Supplier may terminate the Supply Contract by submitting to the relevant Operator a declaration that he ceases to represent the Customer's meter, notifying the Customer accordingly.
7. The Supplier cannot submit a disconnection notice or terminate the Supply contract due to non-payment of arrears, if there are disputes regarding charges and the Customer, after referring the case to the relevant body or court, has achieved a temporary order to delay or restrain the disconnection of his meter or the termination of his electricity supply, respectively. In the case it is decided that the Customer's dispute was unfounded, interest is added to the amount due. While the dispute resolution is pending, the Supplier may refuse to renew the Supply Contract. In that case, he is obliged to inform the Customer in writing about his intention to terminate the Contract. If the Customer is informed within, at least, thirty (30) days before the expiry of the Contract, the Contract terminates on the expected expiry date; otherwise it is extended ex officio for thirty (30) days.
8. In the case of paragraph 7, the Customer maintains the right to terminate the Supply Contract, according to Article 21.
9. For Customers who may have difficulty in paying their bills, the Supplier may, in addition to the aforementioned in paragraph 3, offer special payment plans by instalments, in order to cover payment of their current bill or previous amounts due. To avoid discrimination, the Supplier is obliged to offer transparent and easily verified criteria for the application of available payment plans. The repayment arrangements must ensure that the Customer will be able to make payments, taking into account new/ current bills. The Supplier is obliged to notify the Customers who are eligible for inclusion in the special payment plans.

Article 40

Access to the Customer's site

1. The Supplier or his appointed associates, have the right to access the Customer's site to which they supply electricity in order to:
 - a. verify consumption data from the Customer's meter, which they represent,
 - b. verify the Customer's eligibility for inclusion in the Basic or Special Customer Category, as stated in his Supply Contract.
2. The Supplier is obliged, in order to visit the site, to notify the Customer in advance, setting a specific date and offering, at maximum, a three (3) hour appointment slot for the Customer to be available on the site. If the Customer is absent or not available, a written notice must be left on the Customer's door indicating that the visit took place.

Article 41

Electricity Meter testing

1. The Supplier can request from the relevant Operator to test the Meters he represents. The Supplier is obliged to inform the Customer about his request for a Meter test, the time this will take place and the results of the test. The Customer has the right to be present during his Meter test.
2. The Customer can request from the relevant Network Operator to test his Meter, either through the Supplier or directly, notifying the Supplier accordingly.
3. If the test demonstrates that the Meter is in line with the set, by the relevant Network Management Code, statutory margins of error and that the readings generally correspond to the amount of energy supplied to the Customer's site then the applicant is charged a Meter testing fee. Otherwise, the relevant Network Operator is charged for the test.
4. A Supplier requesting a Meter test must not demand or by any other means charge his Customers a Meter testing fee.

Article 42

Supplier Switching

1. A Customer may change Supplier only following a request for the Termination of the Supply Contract in writing. The request for Termination may be submitted either by the Customer himself or by the new Supplier providing he is given written authorisation by the Customer. Existing arrears due to non-payment of the current Supply Contract do not prohibit the Customer's right to change Supplier.

2. The new Supplier is obliged to submit a Meter Representation Declaration Form to the relevant Operator, in accordance with the relevant Codes, within fifteen (15) days from the Contract signature. Especially in the case of Contract signature from a distance, the Supplier submits the relevant form only if the Customer did not withdraw within the minimum time period envisaged by law, and, at the latest, within three (3) days following the deadline expiry. In any case, the submittal of the Meter Representation Declaration Form must follow the request to terminate the Contract with the previous Supplier.
3. The Supply Contract is lawfully terminated a day before the Meter Representation, described in paragraph 2, comes into effect as this day is set by the relevant Operator and is made known to both the old and the new Supplier, in accordance with the Network Codes. The time the new Supply Contract comes into effect, coincides with the day the Meter Representation Declaration comes into effect.
4. The Customer is obliged to settle his payment with the previous Supplier for the services offered during the period the Contract was valid. The previous Supplier is allowed to pursue the issue legally in order to ensure that the payment of arrears is met.

CHAPTER 8

SUPPLIER OF LAST RESORT AND UNIVERSAL SERVICE SUPPLIER

Article 43

Supplier of Last Resort

1. The Supplier of Last Resort (SoLR), as set out in Article 57, L.4001/2011, is obliged to supply electricity to Customers which are not represented by a Supplier, due to the inability of their current Supplier to continue representing them/ if circumstances have arisen that would require revoking an existing Supplier's licence.
2. The Network Operator must, within three (3) days from the time the last resort mechanism is activated, provide the appointed SoLR with the Meter Registration number of the affected Customers, their site's address and the Customers' contact details.
3. The previous Supplier must, without delay, provide the SoLR, within a period of no later than three (3) days from the aforementioned activation, with the details of each Customer per Customer category, their full contact details, their applied Tariff and details regarding previous billing and payment status.

4. The SoLR must announce, within one (1) day from the activation of the last resort mechanism, publicly and on his website, his availability to provide the services, as well as the terms and conditions of supply of last resort. The SoLR must also, within five (5) days from the time he receives the aforementioned in paragraph 2, notify, by a letter or email, the affected Customer regarding:
 - a. the supply of electricity by the SoLR and the relevant activation time.
 - b. the supply of electricity without the need to sign a new Contract and provide a deposit.
 - c. the special terms and conditions including the charges under the supply of last resort.
 - d. his right to sign a Contract with a Supplier of his choice at any time.
 - e. the maximum possible duration of the last resort supply service.
 - f. the contact details of the SoLR and of other available Suppliers.
5. Every affected Customer is transferred to a regular SoLR Tariff applicable to his Customer Category. The SoLR initially transfers the Customer to a regular Tariff category according to the information available regarding the Customer's consumption and/or site. In the case where new data requires the Customer's transfer to a different Customer Category, the change of Tariff applies retrospectively and for the duration of the supply under Last Resort, provided that the data regarding the Customer's consumption and/or site remains the same throughout that period.
6. The services provided under the Last Resort Supply are charged through the Electricity Bill. The calculation of the charges for the Customer's electricity consumption is based on actual meter readings as recorded and proved by the Meter, which is installed by the Operator, in line with the Connection Agreement. The Electricity Bill must be paid within the set deadline, in accordance with Article 39 of the current Code.
7. The Electricity Bill also includes the Regulated Charges and Other Charges for services offered by a third party, in accordance with the prevailing legislation, provided that these charges are paid to the relevant Operator or a third party by the SoLR.
8. The Electricity Bills are issued according to the following: The first bill is issued according to actual meter reading following the Customer's representation by the SoLR, and after the relevant Operator allocates proportionally among the Suppliers the electricity consumption for the period to which the meter reading refers for every Customer with a non-hourly meter, in line with the Network Management Codes. Thereafter, the Electricity Bills, based on actual or estimated meter readings, are issued periodically according to the SoLR's billing system. The final Bill based on actual metered demand is issued, at the latest, six (6) weeks following the termination of supply under Last Resort.

9. The Electricity Bill is sent by the SoLR to the last postal address stated by the Customer. The Customer may, if he wishes, also use alternative billing services, such as electronic billing via email, provided that the Bill's receipt can be confirmed. The Customer must, without delay, notify, in writing, the SoLR of a change of address, or any change in his contact details (such as phone number, fax number) or change of Supplier. It is assumed that the Customer has been informed once a document is sent to the Customer's last stated postal address. In the case of relocation, the Customer must also notify the SoLR of any change in the site's details, at least, fifteen (15) days before the date of his relocation.
10. The SoLR may supply electricity to the affected Customers for a period no longer than three (3) months from the time the Customer's representation by the SoLR comes into effect. The Customer may, at any time, sign a Supply Contract with a Supplier of his choice. The new Supplier is, in turn, obliged to inform the SoLR of the Customer's request for a change of Supplier. The Last Resort Supply is terminated upon Meter Representation by the new Supplier; this day is set by the relevant Operator and is made known to the SoLR, the new Supplier and the Customer, in accordance with the Network Codes.
11. Clear reference must be made by the SoLR on every issued Electricity Bill of the Customer's right to change Supplier. The Customer is obliged throughout the duration of the Last Resort Supply to ensure that a payment is always made against the electricity supply provided.
12. The payment of a security deposit must not be considered a prerequisite for the provision of supply services by the SoLR.
13. The SoLR must, one (1) month before the expiry date of the maximum term of supply under last resort, inform the Customer regarding the impending end of the mandatory supply period and asks him to proceed with the signature of a new Supply Contract with a Supplier of his choice.
14. The Customer must inform the SoLR of his intention to leave his site, at least, ten (10) days before the date of the intended site closure. Otherwise, the terms for termination due to relocation, set out in Article 22 of the current Code, apply.
15. The terms set out in Chapters 4, 5, 6 and 7 of the current Code also apply to the Last Resort Supply, unless otherwise stated in this Article.
16. After the end of the 3-month period under last resort supply described in paragraph 10, and for Customers who are neither eligible for a Universal Service Supply nor were represented by a new Supplier, the SoLR continues to represent them, for a short period of time and until further notice by the relevant Operator regarding their transfer to another Supplier or the disconnection of their meter.
17. The SoLR must also take on the obligations of roof-top PV Contracts between the previous Supplier and affected Customers.

Article 44

Universal Service Supplier

1. The Universal Service Supplier (USS) as set out in Article 58, L.4001/2011, is obliged to supply Small Customers anywhere in Greece, provided that one of the following apply:
 - a. the Customers have not been active regarding their right to change Supplier.
 - b. the potential Customers are not able to find a Supplier under the commercial terms provided in the free market.
2. The Customer is automatically transferred to a Universal Service Supplier after the termination of his representation by his last Supplier or after the end of the supply period under Last Resort Supply, provided that:
 - a. there is no new Declaration of Meter Representation by a Supplier, and
 - b. there is no request by the Customer for disconnection.
3. The Operator is obliged to send to the USS, within a period of no later than five (5) days from the time the criteria mentioned in paragraph 2 are met, the details of the Customer transferring to the Universal Service Supply. Also, the USS must within ten (10) days from the time he receives the aforementioned, notify, by a letter or email, the Customer regarding:
 - a. his transfer to a Universal Service Supply,
 - b. the terms and conditions of supply, including the applicable charges,
 - c. his right to switch to a Supplier of his choice through the signature of a new Contract at any time.
4. The Customer may, at any time, sign a Supply Contract with a Supplier of his choice. The new Supplier is, in turn, obliged to inform the USS of the Customer's request for a change of Supplier. The Universal Service Supply is terminated upon Meter Representation by the new Supplier; this day is set by the relevant Operator and is made known to the USS, the new Supplier and the Customer, in accordance with the Network Codes.
5. The specifications described in paragraphs 5-9, 11-12, 14-15 and 17, Article 43 also apply to Universal Service Supply, unless otherwise stated in this Article.

CHAPTER 9

DISPUTE RESOLUTION AND FINAL PROVISIONS

Article 45

Dispute Resolution

1. For the resolution of any dispute arising from the interpretation or the compliance with the terms of the current Code or the Supply Contract, both the Supplier and the Customer must cooperate ensuring an effective and fair resolution.
2. For any disputes arising between the Customer and the Supplier, the Customer can submit his complaint to the Hellenic Consumers' Ombudsman, or to another relevant body, according to the prevailing legislation, which operates for the out-of-court resolution of consumers' disputes.
3. Particularly in the case where there is a dispute over the Electricity bill, the following procedure is followed as a prerequisite for a judicial procedure or for an out-of-court resolution:
 - a. The Customer is obliged to submit, in writing, to the Supplier his complaint, with proper justification of the objection, before the due date of the Electricity bill issued after the disputed bill.
 - b. The Supplier must, within ten (10) working days from the date he receives the Customer complaint, send to the Customer a justified final decision together with the final amount due and the Customer's historical consumption data. Also, the Supplier must set a period of, at least, ten (10) working days, and not sooner than the due date of the disputed bill, for the Customer to settle the payment.
 - c. The Customer, if in agreement, must pay the final amount due within the set deadline.
4. In the case where the dispute between the Customer and the Supplier remains unresolved, an out-of-court resolution before relevant bodies according to the prevailing legislation, or a resolution through a judicial procedure is possible.

Article 46

Specific provisions

The licensed Suppliers must, within three (3) months from the day the Electricity Supply Code is published in the Official Government Gazette, amend their Supply Contracts accordingly so that these are in line with the current Supply Code.

Article 47

Effective date

1. This document comes into effect from the time it is published in the Official Government Gazette.
2. Once the terms and conditions of this document are put into effect, the Ministerial Decision 4524/06.02.2001 (OG B' 270, 15.03.2001) no longer applies, subject to the following paragraph.
3. Until the procedure for selecting the Supplier of Last Resort and the Universal Service Supplier (according to paragraph 2, Article 57 and paragraph 4, Article 58 of L.4001/2011 respectively) is completed, the supply services offered by PPC S.A. according to paragraph 4, Article 9, paragraph 9, 10, 14 and 15, Article 11 of the modified Ministerial Decision 4524/06.02.2001 and the supply terms for the Supplier of Last Resort described in Appendix I of the same decision, still apply.
4. This decision must be published in the Official Government Gazette.

APPENDIX I

Principles of Communication with Customers / Code of Conduct

Article 1: Advertisements and marketing practices

Advertising and marketing of electricity supply services is conducted in accordance with the prevailing legislation for advertisements and use of personal information (Consumer Protection Act). Specifically:

1. All information provided (orally, on the Internet, through the media and advertisements, special offers and promotions, Electricity Bills etc) must be clear and accurate.
2. The Supplier must ensure that any information to consumers regarding services and charges offered, including the type of energy supplied as certified by guarantees of origin, or his characteristics (such as business name, business form, corporate relationship, assets and accreditation) is not misleading, nor does it intend to mislead the consumer to take a decision he would not otherwise have taken, due to inaccurate, incomplete or unclear information.
3. The Supplier must take all reasonable steps to ensure that any information regarding charges and services no longer valid, which would potentially be misleading for the consumer, is removed from any marketing material.
4. The Supplier must ensure that the commercial practices used for marketing his services are not aggressive i.e. interfere with or, in any way, significantly impede the consumer's freedom of choice.

Article 2: Marketing behaviour of the Supplier's employees and associates

The Supplier must publish on his webpage an easily-accessible list with the full details of his associates. When contacting the consumer, the following apply for the Supplier's employees and associates:

1. The Supplier's representative must, as soon as practicable, clearly identify his or her name, the name of the Supplier he or she represents and the purpose of the call/ visit/ contact.
2. When visiting the consumer's premises, the Supplier's representative must produce an identity card that shows his or her full name and photograph as well as the name, business address and contact number of the Supplier. When the consumer is not contacted in person, the Supplier's representative must state his or her name and the name, business address and contact number of the Supplier he or she represents.
3. The Supplier's representative must be well informed and provide clear and accurate information when answering the consumers' questions.
4. The Supplier must not contact a consumer for marketing purposes by phone or in person at the consumer's premises on any public holiday, on Sundays and

during the following times: 3:00pm - 5:30pm and 11:00pm - 7:00am daily, unless otherwise requested by the consumer.

5. The Supplier's representative must not mislead or attempt to mislead in any way, through his actions, omissions or argumentation, consumers by creating false impressions regarding the Supplier's offered services, or the services provided by other Suppliers, or portray rival suppliers in a negative way.
6. Especially regarding the employees of the Supplier's associates, they must clearly indicate that they are authorised representatives of the Supplier and must not mislead the consumer by implying that their company is rightfully representing the Supplier or that their company has rights that have not been transferred to them by the Supplier.
7. The Supplier's representatives must be polite and use the appropriate vocabulary/ language. When promoting sales, they must also ensure that they do not exploit a person's inexperience or vulnerability, especially in the case of Vulnerable consumers (i.e. consumers with special needs, financially weak, elderly people etc) and people whose native language is not Greek.
8. Where a consumer has indicated that he does not wish to be contacted again (in person, by phone, sms or email) for the purpose of marketing, the Supplier must provide an easy and free method to unsubscribe from the Supplier's marketing database.
9. When the Supplier uses a targeted list of consumers, the Supplier must guarantee that the persons included in the list have consented to the use of their information for marketing purposes, in line with L. 2472/1997 for the Personal Information Disclosure Protection Act. Consumers who have either already been enrolled in the list of Article 13 of the above law, or have notified the Supplier in writing must be excluded from the list.

Article 3: Pre-contractual information

During the pre-contractual communication with the consumer, the Supplier must ensure that the information provided is complete, accurate and clear in order to enable the customer to choose the best offer for him. In any case, the Supplier must ensure that the customer with whom he is signing the contract has the ability or the appropriate authorisation. The Supplier must also make sure that the Principles of Communication with Customers / Code of Conduct are published on his webpage, are easily-accessible and that his employees as well as his associates are familiar with them. Specifically, the consumer must be presented with up-to-date and sufficient information which must, at least, include the following:

1. The Tariff category in which the consumer is included.
2. Description of the services provided.
3. Description of the unit charges for the offered services, with clear distinction of each charge and the service it refers to. Clear reference to services covered in case of bundled charges.
4. Package offers with a fixed charge for a maximum consumption level must clearly indicate the charges and services covered by the fixed charge, any

additional charges that may apply for the services not included in the fixed charge or for the consumption over and above the maximum level linked to the fixed charge, and how these are calculated based on estimated or actual meter readings.

5. Estimation of the consumer's annual bill based on his load characteristics, with clear description of the unit rates for each service (energy/ competitive element, transmission and distribution use of system charges, other regulated charges, etc), or clear reference to which service each amount charged corresponds to, allowing an easy comparison with other offers by the same or another Supplier. The comparison of charges with those offered by other Suppliers must be conducted on the same basis, or is otherwise considered misleading.
6. The period the charges will apply and remain valid as well as ways the Customer can get information on the current charges.
7. The general terms and conditions of the Supply Contract.
8. Special terms linked to the Supply Offer.
9. The validity period of the Supply Contract, minimum duration, the renewal terms and conditions, and any penalties for contract termination before the minimum duration period expiry.
10. Terms regarding the Customer's right to withdraw.
11. Estimated time for the activation of the service, if this is not set out by the prevailing legislation.
12. Payment Options.
13. Billing frequency and information regarding charges for services offered by a third party.
14. Terms regarding the amount and the payment method of the deposit (where applicable).

APPENDIX II

Tariff Setting Principles

Article 1: General Principles

1. The Suppliers are obliged to follow specific basic principles during pricing and tariff setting ensuring a fair competition in the electricity market while protecting the interests of consumers.
2. The basic principles must ensure **simplicity** and **transparency** regarding the applied tariffs and related services, **non-discriminatory treatment** of Customers with similar demand characteristics, and **cost recovery of the service offered**, thus, securing a long-term effective supply of services.

Specifically,

- a. Tariffs must reflect the actual cost of the electricity supply, i.e. in addition to the Regulated charges that the Customer has to pay, the tariffs must cover a) the cost of purchasing the electricity in the wholesale market and related mechanisms, b) the operating cost of the supply function and Customer management (such as the cost for issuing bills, payment transactions, financial expenses due to delays in payment, the cost of operating customer services points, the provision of advice and other Customer support services, investment depreciation) and c) a reasonable profit.
 - b. The tariffs must not create discrimination between consumers of the same category and with similar load characteristics, avoiding direct or indirect cross subsidisation among consumers.
 - c. The tariffs must neither distort competition nor deter the entry of new players in the electricity market.
 - d. The tariffs must also indicate, in a clear and transparent way, the implementation of social and/or environmental policies, as represented by charges for the provision of Public Service Obligations (PSO) and the Special Levy for the Reduction of Gas Emissions.
 - e. The tariffs and their structure must be presented in such a way that the consumer can easily identify the cost of each service provided, and also is able to calculate each charge easily and transparently, thereby, opting among tariffs with different characteristics for the one that satisfies his needs in the most efficient way.
 - f. Any Tariff revision mechanism must: a) be transparent and made known to the Customer in advance, clearly stating the time it will come into effect and the methodology for calculating the charges, b) avoid extreme price fluctuations, c) offer, as much as possible, a number of options to manage the risk of price fluctuations, and d) be part of the Supply Contract.
3. Every Supplier is obliged to publish the tariffs he applies for each Customer category (as a minimum for Small Customers), including the use of network

charges, as well as other regulated charges. Each Customer category must represent a homogenous group of consumers with similar load characteristics, and be representative of a significant percentage of the total electricity demand (so as not to have too many Customer categories).

4. For Big Customers, not included in any of the special customer categories, special tariffs can be offered adapted to their particular characteristics providing services as agreed between the Supplier and the Customer, in accordance with competitive market principles while avoiding cross subsidisation, and as a result of negotiations between the two parties.

Article 2: Setting electricity supply tariffs

1. Electricity supply tariffs must have the appropriate level and structure, in order to:
 - a. offer sufficient incentives for the rational use of energy and smoothing of the load curve. The benefits from optimising the system operation must be allocated to the Customers whose behaviour as consumers contributes to this.
 - b. reflect, if possible, the short and long term marginal cost caused by the load profile and the consumption volume of all the different consumer categories on the national electricity generation system.
2. In order to achieve the above, the following are possible:
 - a. Allocation of cost into capacity and energy charges, according to coefficients for each consumer category, based on the category's historical data or the estimated load profile.
 - b. Price differentiation for different hours within the day, and/or between business days and non-business days, as well as during the different seasons of the year.
3. Prices offered may vary between the different Customer categories due to the following reasons:
 - a. Load profile: This is the most important factor influencing the cost of electricity among Customer categories. The demand distribution during a day and among the different seasons is crucial. For instance, the Customer with a greater demand during peak hours compared to night time demand should be charged at a higher price/ have a higher average charge.
 - b. Load factor (LF): This is the ratio of the Customer's average demand divided by the maximum demand. The smaller the LF (i.e. a "peaky" Customer), the more the Customer is expected to pay.
 - c. Load variability: The cost to supply a Customer is reduced when his load is stable and predictable.
 - d. Payment options: When the Customer pays frequently (e.g. monthly) and on time (e.g. by direct debit), the Supplier avoids the extra financial cost due to non-payment. This saving may be shared with the Customer through a small discount.

4. Therefore, discounts on the price offered to a specific Customer category are possible if the category exhibits characteristics which differentiate it from other categories.
5. Regarding the setting of supply tariffs, the following apply:
 - a. The supply tariff must include the unbundled charges for each service, namely the charge for the energy (including capacity payments and ancillary services, both relating to the market operation), charges for the use of the Transmission and Distribution systems, and other regulated charges. Alternatively, if the Supplier offers a bundled tariff or a fixed supply price linked to a maximum consumption level, he must clearly describe in the Supply Offer as well as in the Supply Contract, which services are included in the published prices and which are charged extra, thereby, informing the Customer about his obligations and the charges that will apply.
 - b. Reference to old regulated Tariffs or Tariffs by other Suppliers should be avoided. For every Tariff offered, all parameters (such as time periods/ zones, unit prices, methodology of tariff revision) must be defined anew.
 - c. The option of charging different prices for electricity at different times of the day or season need to be supported by special meters. The definition of the hours or days included in pricing zones and their respective charges must be set based on the load profile of the Customer or the category. Seasonal time of day (STOD) pricing only makes sense in the case where the Customer's load is elastic/ flexible and can be shifted from higher-cost peak hours to lower-cost off-peak hours. For Customers with inelastic/ non-flexible loads, especially those with a high load factor, the option of STOD pricing is not considered advantageous.
 - d. For prices where a discount is offered, it must be clear what the level of the discount is and where it is applicable, the criteria for its application, the period the discount will apply and remain valid, the terms for its cancellation or the expiry of the discount, while ensuring the principles of non-discrimination between Customers with similar characteristics applies.
 - e. The billing period, especially for fixed price packages linked to a set period and a maximum consumption level, must correspond to the metering period followed by the relevant network operator, in order to ensure the payment is settled against actual metered consumption data.
 - f. The agreed period that the charges will apply and remain valid must be clearly defined, e.g. a fixed rate contract for one (1) year. For contracts with duration of more than one year, a transparent methodology of price revision, clear and understandable to the Customer must be included in the Contract terms.
 - g. In the case where a Supply Contract with special terms regarding its minimum duration is terminated before the expiry of the minimum Contract period, the penalty charged must reflect the actual and not the alleged cost of the termination.

Article 3: Specific provisions for Big Customers

Especially for Big Customers who are not included in a specific Customer Category, the charged rates can be further differentiated according to the following:

- a. Special Terms: The Supply Contract agreed between the two parties may include special terms for the provision of services related to the Customer's demand flexibility/elasticity, such as load declaration frequency, or interruptible contract terms. In the case where the Customer agrees to interrupt his load for a specific time period/specified number of hours per calendar year, the Supplier may offer a discount or refund/ credit. The Supplier may benefit from these contracts, for example in the case he has not signed enough contracts to cover his customers' demand in certain time periods, or would like to avoid the extremely high wholesale market prices during peak periods, etc. The special terms should be clear and pre-agreed between the Customer and the Supplier upon Contract signature. In the case of large electricity consumption, the impact, positive or negative, that the existence of these large consumers has on the system load, or the energy production/generation, and, consequently, the system operating cost should also be considered when setting the terms.
- b. Metered demand: For significant consumption volume or loads with high demand flexibility/elasticity, the Supplier may offer a discount accepting a reduced profit margin.
- c. For Big Customers, the cost of Customer Service and Management is considerably less than that for Small Customers, thereby, affecting the relevant charge.
- d. Tariff structure, such as zone definition, the balance between capacity and energy charges, may vary between different Customers and is subject to negotiations between the Supplier and each Big Customer. Prices change when the zone definition changes, always taking into account the Customer's load profile. For example, an extension of the off-peak time zone may cause an increase in the unit charge, since hours of higher load, and therefore higher cost, are added in the zone increasing the average charge. The price in the other revised price zones is affected accordingly.

APPENDIX III

Principles of handling Consumer inquiries

Article 1: Handling of consumer inquiries and complaints by the supplier

Every Supplier must:

- a. receive and process the consumer inquiries and complaints quickly and effectively.
- b. have the necessary financial and human resources to effectively deal with the consumers' complaints.

Article 2: Code of Practice for handling consumer inquiries and complaints

1. Every Supplier must prepare and publish a Code of Practice for handling inquiries and complaints made by Customers or other consumers (potential customers).
2. The Code of Practice on handling consumer inquiries and complaints must:
 - a. Be written in a simple and clear language.
 - b. Provide the possibility of both written (letter or email) and oral (in person or over the telephone) inquiries or complaints.
 - c. Clearly describe the different types of inquiries and complaints regarding electricity supply (such as Supplier contact, electricity bills and charges, Customer service, payment arrangements, commercial practices/ marketing of services, complaints handling, poor quality service/ unfair treatment, non-compliance with the Supplier's Code of conduct). The Code may also include inquiries and complaints related to the Network services (such as power cuts, time for a connection and connection charges, quality of supply, erroneous meter readings, problems with the Network).
 - d. Analytically describe the procedure, to which the Supplier is committed, for processing and investigating a complaint or an inquiry, including the methodology and the timescales for each stage of complaint handling (e.g. verbal response for simple matters, written response for a more complicated inquiry or complaint). The complaint procedure is required to have, at least, two (2) stages so if the consumer remains dissatisfied by the Supplier's initial reply, he has the option to request a re-examination.
 - e. Clearly state the consumer's right to refer his complaint to alternative certified bodies for an out-of-court dispute resolution, when the consumer remains dissatisfied by the Supplier's complaints handling.

- f. Set the timescale for the Supplier's initial response to the consumer's inquiry/ complaint, which cannot be longer than ten (10) working days from the day the inquiry/ complaint was submitted. The Supplier must reply with justification as to whether the reason for the complaint is valid, whether there has been a violation of the law, relevant codes or practice standards set by the Supplier himself, thereby specifying the necessary actions for resolving the issue. The Supplier must notify the complainant about the outcome and, if applicable, set the timing and the means for submitting the relevant financial compensation or penalty. If the Supplier requires more time to investigate the inquiry/complaint, the consumer is notified in writing about the expected completion and final reply date. The consumer must be informed about any third party involvement during the investigation as well as any information required by the third party from the Supplier. If the inquiry/complaint is in relation to the Electricity Bill or charges, and the Supplier believes that it is valid or that further investigation is required, he must postpone the payment date of the disputed Bill and notify the consumer regarding the amount that is not disputed due as well as the new deadline for its payment.

Article 3: Inquiry/complaint recording system with a receipt of submission (protocol number)

1. Every Supplier must set up and use a System, in line with the specifications set in this Appendix, in order to record and manage inquiries and complaints submitted by Customers and other consumers.
2. For every inquiry/complaint submitted, the Supplier must record electronically the following:
 - a. The date and the means by which (verbally or in writing) the inquiry/complaint was submitted.
 - b. The name and contact details of the consumer making the complaint.
 - c. Brief description of the inquiry/complaint.
 - d. Brief description of the Supplier's response when he was initially contacted about the inquiry/complaint.
 - e. Whether the issue was resolved and the evidence on which the outcome was based.
 - f. The dates on which communication with the consumer was recorded.
3. For any additional contact regarding the same issue, the following information must be recorded:
 - a. The date of contact.
 - b. The type of contact (verbal or in writing).
 - c. The details of the person making the contact, if different from the initial contact person.
 - d. A brief description of the reply given to the consumer or details regarding any action taken before the time of the call.

- e. Arrangement of further communication with the consumer.
- 4. Any additional contact with the consumer must be based on information supplied when the inquiry/complaint was made.
- 5. Until the issue is finally resolved, the following information must be recorded:
 - a. The stages of inquiry/complaint handling and investigation applied by the Supplier in order to resolve the issue.
 - b. The date for the final answer to the consumer's inquiry/complaint, according to the relevant Code.
 - c. The date the inquiry/complaint process was actually completed.
 - d. The date the consumer was informed about either the internal revision of the Supplier's initial response or the relevant bodies to which his issue could be referred.

Article 4: Provision of information/ notification to the Consumer

- 1. The Supplier must, within five (5) working days from the time the consumer declares he is not satisfied by the reply he received from the Supplier regarding his complaint, notify, in writing, the consumer regarding:
 - a. His right to refer the issue to an independent out-of-court dispute resolution body, providing him with the contact details of all available alternative bodies.
 - b. The binding (or non-binding) nature of the decision issued by the independent body representing the Supplier.
- 2. The Code of Practice on complaint handling must be published and easily accessible on the Supplier's webpage.
- 3. The Supplier is obliged to inform the Customers, at least once a year, regarding the existence of the Code of Practice on consumer inquiry and complaint handling, and the options for receiving a copy of this code.
- 4. Every Supplier is obliged to make available to the consumers, in print and free of charge, the Code of Practice on consumer inquiry and complaint handling.

Article 5: Annual Report on Inquiries and Complaints

- 1. Every Supplier must publish on his webpage annually, no later than the end of February each year, an Annual Report regarding the inquiries and complaints submitted by his Customers; the Annual Report must also be available in print and free of charge to anyone interested.
- 2. The Annual Report must, at least, include the following:
 - a. The total number of inquiries and complaints submitted per inquiry / complaint type.
 - b. The number of inquiries/ complaints resolved within one working day from the day the inquiry/ complaint was registered.

- c. The number of inquiries/complaints resolved within ten (10) working days from the day the inquiry/complaint was registered.
- d. The number of inquiries/complaints, per inquiry/complaint type/category, resolved to the consumer's satisfaction, either at the first or at the second level of the complaints process.

Athens, 20 December 2012

The President of RAE,

Dr. Nikos Vasilakos