

**GENERAL TERMS AND CONDITIONS  
FOR PROVISION OF WATER AND SEWERAGE  
SERVICES TO CUSTOMERS  
FROM “ViK ZLATNI PYASATSI” OOD**

## **Chapter One**

### **GENERAL PROVISIONS**

Art. 1. These General Terms and Conditions set out the relationships between ViK “Zlatni pyasatsi” OOD, with registered office and business address: Varna, BULSTAT 103783378, registered in the Trade Register under company file No. 2185 in the Register of 2002, hereinafter called “W&S operator”, as the first party, and the customers supplied with water and sewerage services on the territory serviced by the W&S operator, as the second party.

Art.2. (1) Customers of water and sewerage services can be:

1. legal entities or individuals- owners or users of properties supplied with water and sewerage services;
2. legal entities or individuals- owners or users of condominium properties;
3. enterprises using water from district water supply networks for technological purposes or feeding other customers after relevant treatment, through an independent water supply installation which is not designated for drinking water;
4. W&S operators within art.2 of the Law on Water and Sewerage Services purchasing drinking water to supply water for drinking and domestic purposes and/or disposal and treatment of wastewater to/from other W&S operators.

(2) Where the rights of a customer are held by several persons, such rights are exercised jointly by the persons or through an attorney.

(3) A customer, within the meaning of these General Terms and Conditions, can be a tenant of property to which water and sewerage services are supplied. The person under para 1 item 1 or item 2 shall hold joint liability with the tenant for sums due for used water and sewerage services for the period of tenancy, with a written declaration of consent.

Art.3. The customers shall use the water and sewerage services of the W&S operator for:

1. drinking and domestic purposes;
2. business purposes;
3. public purposes, including for the needs of the persons on budget support.

Art.4. W&S operator will offer to the customers under art. 3, item 2 and 3, a contract for W&S services within the meaning of the Law on Water and Sewerage Services.

## **Chapter Two**

### **RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **Section One**

### **RIGHTS AND OBLIGATIONS OF THE CUSTOMERS OF WATER AND SEWERAGE SERVICES**

Art. 5. The customers of water and sewerage services shall be entitled:

1. to receive and use water and sewerage services provided by the W&S operator;
2. to make objections in case of incorrectly issued payment documents;
3. to receive back any overpaid sum, together with the legal interest thereon, in case of errors of the W&S operator;
4. to receive a penalty or compensation for damages in accordance with the terms and conditions stipulated in Chapter Six and the provisions of the effective legislation;

5. to submit appeals or warnings to the W&S operator related to the quality of the water and sewerage services according to these general terms and conditions and receive response to written inquiries;
6. in case they do not agree with the response of the W&S operator, to file appeals to the State Energy and Water Regulator connected with the application of the Law on Water and Sewerage Services with attached written response of the operator;
7. to be present at the reading of the individual water meters, and through an authorized representative at the reading of the common water meter of the water main connection.

Art.6. The customers shall:

1. ensure access to the employees authorized by the W&S operator under the provisions of art.22 para 1 in the following events:
  - a) reading of water meters of water main connections, for condominium properties- reading of the common water meter and the individual water meters in flats and other premises in the building;
  - b) performance of inspections on the condition and operation of the interior networks and water main and sewerage installations of the customers; performance of inspection and control of the water meters and for sampling;
  - c) in other cases provided by law, related to the provision of water and sewerage services, including for installation or repair works on the water and sewerage systems which are public state or municipal property, as well as for termination or suspension of the services;
2. to pay for the used water and sewerage services in accordance with art.31 para 2;
3. to use water and sewerage services only through legally built and connected to the water supply and sewerage system connections;
4. to protect from damage water main and sewerage networks, installations and equipment- public state or municipal property, built in their properties;
5. to observe the restrictions in the easement zones for operation and repair;
6. to protect the seals of the water meters and the seals of the hollanders thereto, and protect the return valves, fire cranes, hydrants, hydrophores, and other water supply parts of the building water main installations;
7. to notify in due time the W&S operator for detected damages or irregularities on the water main and sewerage networks and equipment- public state or municipal property, built in their properties;
8. to not allow to persons unauthorized by the W&S operator to perform any activities to the water and sewerage systems and installations, operated by the W&S operator on the territory of their properties;
9. to observe the sanitary and technical requirements for use of the exterior water supply and sewerage networks, of the equipment and the building water main and sewerage installations;
10. not to pollute the drinking water or worsen the quality of waste water in excess to the admissible values as per the requirements of the effective legislation;
11. not to throw hard waste in the sewerage system;
12. to notify, within 30 days, the W&S operator for any changes to the identification, within the meaning of art. 57 para 1 and art.58, change to the characteristics of the water supplied and/or sewage property or the purposes for which it is used.

## **Section Two**

### **RIGHTS AND OBLIGATIONS OF THE W&S OPERATOR**

Art.7. W&S operator is entitled:

1. to receive within the agreed term the sum due by the customer for the provided water and sewerage services;
2. to have access to the measurement devices reporting the quantity of water;
3. to stop fully or partially the supply of water and/or disposal of waste water under the provisions of Chapter Five herein and in accordance with the requirements of the effective legislation;
4. to monitor the quality and quantity of waste water, included in the sewerage system by the customers of water and sewerage services;
5. to have access to perform repair works on the water and sewerage networks and installations located in the properties of the customers.

Art.8. W&S operator shall:

1. supply the customers with water with drinking qualities in accordance with the requirements of the effective laws, and dispose and/or treat the waste waters.
2. in case of water supply restrictions imposed by the competent authorities, W&S operator shall notify the customers through the local self-government bodies and mass media;
3. upon request of the customers, W&S operator shall open individual accounts, including in condominium properties, upon payment of the sums due for administrative costs for the change in accordance with a price list;
4. maintain the water and sewerage system, including the water meter assemblies of the water main connections, in accordance with the technical and sanitary requirements and the requirements for environmental protection and occupational safety;
5. maintain the technical and economic data base for the condition of the water and sewerage system;
6. read the indication of the measurement devices under the terms and conditions and within the terms stipulated in these General Terms and Conditions and issue invoices for the sums due;
7. provide additional technical and administrative services in accordance with a price list, which are offered only by the W&S operator in a certain territory and are related to the water and sewerage services under the Law on Water and Sewerage Services;
8. operate the water supply and sewerage system in accordance with the requirements of the effective legislation;
9. protect the installations, equipment and properties- owned by the customers, during the performance of his obligations;
10. upon scheduled interruption of water supply, shall notify the concerned customers at least 24 hours earlier through the mass media or other appropriate means;
11. upon deviation from the admissible requirements for quality of drinking water detected by sampling from the water meter assembly, within two hours after the receipt of the result, he shall notify the local self-government and sanitary control bodies;
12. provide an alternative water supply, including watercarts, when there is an interruption of the water supply with drinking water for more than 12 hours;
13. to response to appeals, warnings and applications in accordance with Chapter Seven and to written inquiries from customers.
14. upon request from the customers to provide information related to the provided water and sewerage services.
15. connect to the water and sewerage system new customers in accordance with the Spatial Development Act and the bylaws for its application, after payment of the relevant charges approved by the State Energy and Water Regulator.

### **Section Three**

## **OBLIGATIONS OF THE OPERATOR UPON THE OPERATION OF THE WATER AND SEWERAGE SYSTEMS**

Art.9. (1) W&S operator provides the drinking water supply service through a water supply system to the boundary with the building water main installation or to the interior water supply network of an independent property.

(2) The building water main installation and interior water supply networks are connected to the water supply systems through a water main connection with water meter assembly.

(3) The water main connection is a section from the water supply systems and consists of water-intake part, watermain pipes and water meter assembly, and is maintained by and for the account of the W&S operator.

(4) The water meter shaft, the building water main installation or the interior water supply network after the water meter of the building connection are the property of the customer. They are constructed and maintained at their expense.

Art. 10. Upon heavy decrease in debit of the water sources, W&S operator shall notify the local self-government bodies and propose measures for:

1. water supply restrictions;

2. water consumption limits;

3. limitation in water use, such as prohibition to use drinking water for irrigation purposes, watering of green areas, washing of streets, motor vehicles, balconies, etc.

Art.11. (1) Hydrophore installations and other installations for increasing the water pressure, such as elements from the building water main installations, are constructed at the expense of the customers.

(2) W&S operator shall maintain and repair the hydrophore installations and other installations for increase of water pressure, when such installations belong to him or are provided from the customers for operation with a separate contract.

(3) Hydrophore installations and other installation for increasing of the water pressure are delivered from the customers to the W&S operator for operation in accordance with the requirements of the effective legislation with a protocol of findings and a protocol of delivery and acceptance.

(4) In case of insufficient pressure in the water supply network, as a result of actions of the W&S operator, the latter shall install, for his own expense, an appropriate installation to increase the pressure.

Art.12. W&S operator shall dispose the waste water through sewerage connections and street sewerage networks in the urbanized territories and through disposal collectors maintained by the W&S operator.

Art.3. (1) The waste water from the properties of the customers are disposed by connecting the building sewerage installations or interior sewerage networks to the sewerage systems through a sewerage connection via an inspection pit, built and put into operation in accordance with the effective legislation.

(2) The disposal of waste water is performed from the boundary with the building sewerage installation or the interior sewerage network of the customers.

Art.14. (1) When the customers have their own (local) water source, the waste waters from which are included in the sewerage network, the customers shall install, at their expense, at the water source or before the first inspection pit, a measurement device to report the quantities of waste water.

(2) In the cases where there is no measurement device or the measurement device does not meet the requirements of the Law on Measurements and the bylaws for its application, the quantities of waste water from that water source shall be determined as equal to the maximum operation debit as per the project of that water source.

Art.15. W&S operator provides the service related to treatment of waste water only in the presence of developed infrastructure and technical capacity.

Art. 16. (1) W&S operator shall perform constant monitoring on the water and sewerage systems and on the quality and quantity of waste waters discharged to the sewerage system through measurements, sampling and analysis of samples.

(2) In case of damages to the water and sewerage systems caused by customers or inclusion of waste waters in quantities and with qualities different from the admissible rates, an employee of the W&S operator shall execute a protocol of findings which is signed by the customer.

(3) In case the customer fails to appear or refuse to sign the protocol of findings, the latter shall be signed by a witness who may be a second employee of the W&S operator.

## **Chapter Three**

### **MEASUREMENT, READING AND DISTRIBUTION OF THE QUANTITIES OF DRINKING WATER AND THE QUANTITIES OF DISPOSED AND TREATED WASTE WATER**

#### **Section One**

##### **MEASUREMENT DEVICES**

Art. 17 (1) Only measurement devices approved in accordance with the provisions of the Law on Measurements and the bylaws, are to be installed to the water main and sewerage connections and building installations.

(2) The measurements devices are subject to the following inspections: periodic, post repair, upon breaking of the seal and upon reasonable request from the W&S operator or the customer.

(4) In the event of dispute regarding the metrological characteristics of the water meters each party may request a performance of a metrological expertise in accordance with the provisions of the Law on Measurements and the bylaws thereto. In case of regular water meter, the costs shall be at the expense of the applicant.

Art. 18. (1) W&S operator shall install, maintain and monitor the water meters of the water main connections.

(2) When after a water main connection there is more than one customer, the water meter of the water main connection is a common water meter.

(3) For condominium properties, as well as for water supplied sites with more than one customer, each use shall install an individual water meter.

Art.19 (1) Upon detection of damage to a water meter, installed at a water main connection, in the cases other than those mentioned in art. 45, the W&S operator shall replace the measurement device at his own expense. The term for replacement cannot be longer than 30 calendar days commencing on the date indicated on the document for detection of the damage.

(2) During the period of damage to the water meter under para 1, the consumed water quantity shall be determined as per art. 24, para 1.

#### **Section Two**

##### **READING OF DRINKING WATER QUANTITY AND THE QUANTITY OF DISPOSED AND TREATED WASTE WATER**

Art. 20. The consumed drinking water are reported by a water meter installed at the water main connection from the W&S operator.

Art. 21 (1). The readings of the water meters at the water main connections are reported with accuracy up to 1 m<sup>3</sup> for a period not longer than:

1. 1 month- for customers under art. 3, item 2 and 3 and for common water meters of condominium properties;
2. 3 months- for customers under art. 3, item 1 and for customers under art. 3, item 2 with consumption up to 20m<sup>3</sup>/month;
3. 6 months- for water meters of building water main connections of properties with water meter assembly requiring winter lay-up.

(2) The reading of the individual water meters after the common water meter is carried out at least once in three months, up to 24 hours after the reading of the common water meter.

(3) In the intermediate periods between two readings, the W&S operator shall charge each month a quantity of consumed water determined based on the average monthly consumption from the two previous readings. After reading of the indications of the water meters, the water quantity is settled in accordance with the actual consumption.

(4) The reading of the water meters is performed in the presence of the customer or his authorized representative. If the customer does not ensure a representative, the reading is signed by a witness who may be an employee of the W&S operator.

(5) The date of reading of the water meters is announced with written notice placed at an appropriate place or communicated in another way, within a term not less than three working days prior to the reading.

Art.22 (1) The customer shall be obliged to provide free and safe access to the legitimate employees of the W&S operator to carry out reading of the water meter of the building connection from the water main and of the individual water meters.

(2) The access to the premises where the water meters are installed is provided by the customer at the time communicated in the notice by the W&S operator under art. 21 para 5.

(3) If it becomes impossible to read the water meters due to absence of the customer or his authorized representative and when the customer does not agree to the invoiced quantities, the latter shall appoint with the W&S operator reading of the water meters at a time suitable for both parties and within a term not longer than six months from the last reading.

(4) If the customer fails to perform his obligations under art.3, it will be deemed as a refusal to provide an access. The refusal shall be verified by a protocol executed by the W&S operator's employee, signed by him and at least one witness. The employee shall write in the protocol the full name and personal number of the witness who may be also an employee of the W&S operator. After the execution of the protocol, the W&S operator shall calculate the consumed quantity of drinking water in accordance with the provisions of art. 46.

### **Section Three**

#### **DISTRIBUTION OF THE QUANTITIES OF DRINKING WATER AND THE QUANTITIES OF DISPOSED AND TREATED WASTE WATER**

Art. 23. (1) The consumed quantity of drinking water for condominium properties or for connections to which more than customers are connected, is distributed on the basis of the reading under art. 20 and the readings of the individual water meters, and the distribution includes all costs for water and losses of water in the building or the interior water main installation.

(2) The difference between the quantity of drinking water read as per the common water meter and the sum of the read quantities as per the individual water meters and the quantities determined in accordance with the provisions of para 5 and art. 21, para 3 for the customers whose individual water meters are not read, shall be distributed proportionally to the read quantities as per the individual water meters and the quantities determined under the provisions of art. 5 and art. 21, para 3.

(3) The calculated difference under the provisions of para 2 and the price shall be written in a different line and included in the total sum of each customer.

(4) In cases where the water main installation is so designed that individual water meters of flats cannot be installed, the distribution of the consumed quantity of drinking water is performed based on the number of occupants of the flats.



(5) In absence of individual water meters or presence of irregular water meters, the monthly quantity of consumed drinking water shall be determined as follows:

1. 6m<sup>3</sup> per occupant for flats with centralized heating system and 5m<sup>3</sup>- for flats without centralized heating system;
2. 0.15m<sup>3</sup> per 1m<sup>2</sup> of agricultural area;
3. 0.1 m<sup>3</sup> per 1m<sup>3</sup> built-up area of a building for seasonal use (villa, bungalow, etc.) flats and offices without permanent occupants;
4. 0.5m<sup>3</sup> per 1m<sup>3</sup> built-up area of a building- for buildings under construction.

(6) For properties with more than one customer after the water main connection until the installation of common water meters from the W&S operator, the consumed quantity of water is reported only as per the individual water meters of the customers.

(7) For condominium properties or properties with more than one customer after the water main connection until the installation of individual water meters, the quantities of water determined as per the provisions of para 5 shall be increased each quarter by 1.0m<sup>3</sup> for an occupant. The sum of the water quantities from the readings of the individual water meters and the water quantities calculated as per the provisions of para 5 cannot be greater than the quantity read as per the common water meter.

Art.24 (1) In case of theft or damage to a water meter assembly of a water main connection, the W&S operator shall charge the quantity of consumed water according to the mean monthly consumption for the relevant period from the previous year.

(2) In case of damage to an individual water meter from the customer, the quantity of consumed water shall be determined as per the provisions of art. 23, para 5.

Art. 25. The quantity of disposed waste water to the sewerage system shall be equal to the sum of the quantity of consumed drinking water by the customer and the quantity of water from other water sources, measured with the installed measurement devices as per art.14.

Art.26. In the events where the customer installs a device for measurement of the disposed waste water, their quantity shall be determined according to the readings of the measurement device which shall meet the requirements of the effective legislation.

Art. 27. The quantity of treated water is deemed to be equal to the quantity of disposed waste water, determined as per art. 25 and art. 26.

Art. 28. (1) The quantities of rainwater discharged into the sewerage system from customers under art. 3, item 2 and 3, the surface area of whose properties or parts of them are more than 200m<sup>2</sup> and have impenetrable surface, are determined in accordance with the average annual rainfall for the previous year, officially announced by the Institute of Meteorology and Hydrology, and calculated by the W&S operator quantity, drained away in the sewerage system, in accordance with the area of impenetrable surface.

(2) The sums due for discharge of rainwater determined by the W&S operator under para 1 shall be invoiced and paid by the customer during the first quarter of each year for the previous year.

#### **Chapter Four**

### **PRICES AND PAYMENT OF WATER AND SEWERAGE SERVICES**

Art. 29. (1) W&S operators provide water and sewerage services at limit prices approved by the State Energy and Water Regulator.

(2) W&S operators publish the prices approved by the State Energy and Water Regulator and the prices which they will charge, under the condition that such prices are lower than the limit ones.

(3) In the event of change to the prices, such changes come into force on the first day of the month following the change or the decision of the State Energy and Water Regulator. Changes are announced by mass media (obligatory in one central and one local daily paper) and have an effect without requiring the signing of an annex or an additional consent from the customer.

(4) In the event of change to the prices, the quantity of water reported during the period from the date of the last actual reading to the date of the next actual reading of the measurement devices, shall be distributed proportionally to the number of days, during which the new and the former price are in effect.

Art. 30 (1) The supply of drinking water and/or treatment and/or discharge of waste water shall be charged based on the quantity of consumed water from the water supply network measured with the installed water meters to the building water main connections.

(2) For condominium properties or for water main connection with more than one customer, the consumed quantity of water shall be paid on the basis of the quantity measured and distributed as per the provisions of art.23.

Art.31. (1) The W&S operator shall issue monthly invoices unless with an express agreement for a different period of billing.

(2) The customers shall pay the sums due for provided water and sewerage services within 30 days from the date of billing.

Art.32 (1) Claims against the sum due for provided water and sewerage services can be made in writing to the W&S operator within 7 working days from the date of receipt of the invoice.

(2) The submission of claim does not discharge the customer from his/her obligation to pay the sum under the payment document within the stipulated term.

(3) W&S operator shall respond to the claim within 10 working days from the submission of the claim under para 1.

Art.33 (1) The customer shall pay the sums due in cash on the cash desks, by bank transfer through direct transmission or through current account, in all cases indicating his/her customer number.

(2) W&S operator may introduce other forms of payment for which he shall notify the customers in proper manner.

(3) The payment shall be deemed made from the date of payment of the sum due in cash or to the bank accounts of the W&S operator.

(4) In case of overpaid sums, same will be refunded on choice of the customer under the provisions of art. 43 or will be deducted from the next payments due by the customer.

Art. 34. If the customer agrees for direct debit payment the parties shall agree in addition on the terms and conditions in writing.

Art. 35 (1) When the customer has more than one overdue payment, the customer may state which one is being paid. If no statement has been made, the most cumbersome shall be paid.

(2) If the obligations have occurred simultaneously, they will be paid proportionately.

(3) When the payment is not sufficient to cover the interest, the costs and the principal, first the costs and then the interest and last the principal shall be paid.

## **Chapter Five**

### **SUSPENSION OR TERMINATION OF DRINKING WATER SUPPLY AND/OR COLLECTION AND TREATMENT OF WASTE WATER**

Art.36. The supply and discharge of water can be suspended (partially stopped) or terminated (stopped in full) by the W&S operator without prior notification to customers, in the following cases:

1. in case of elimination of damages to water mains and sewerage networks within 8 hours;
2. in case of electricity failure in the pump stations and other elements of the W&S systems for the period of electricity failure;
3. in case of natural disasters (floods, earthquakes, landslides, heavy storms, heavy snowfalls, pollutions, etc.) and industrial accidents, as a result of which sections from the water main systems has stopped functioning or the quality of the water endangers human health and safety;
4. if necessary to increase the flow of water to places on fire;
5. by decision of a competent authority in accordance with the effective legislation.

Art.37. (1) After a prior notification to the customer, the W&S operator may suspend or terminate the provision of water and sewerage services, in the following cases:

1. upon identification of actions from the customer or third parties resulting in violation of the effective requirements for operation of water and sewerage installations;
2. upon identification of intentional damage to the networks and facilities operated by the W&S operator;
3. upon illegal connection to the water and sewerage systems;
4. upon identification of waste water not meeting the quality set out in the contract under art. 4 or in the standards;
5. upon connection of new customers;
6. upon water supply restrictions;
7. in case of scheduled maintenance, inspections, repairs, reconstructions and other activities related to the operation of water main and sewerage systems, with a duration longer than 8 hours;

(2) The notification under item 1 and item 2 shall be made in writing, in accordance with the provisions of art.66.

Art. 38 (1) If the customer fails to pay a sum due, W&S operator shall have the right to temporarily suspend the provision of water and sewerage services on the grounds of art.90 of the Obligations and Contracts Act, after the performance of the following procedure:

1. issuance of an invoice for the overdue payment served in accordance with art. 66. The invoice shall be deemed as an invitation for voluntary payment. When the invoice is issued in advance, an invitation for voluntary payment is served.
2. if the customer fails to pay the sums due within 30 (thirty) days, W&S operator shall send a written notice for the date of suspension of the provision of water and sewerage services, served in accordance with the provisions of art.66. The date cannot be earlier than 15 (fifteen) days after the date of receipt of the notice;
3. W&S operator may undertake actions for suspension of the provision of water and sewerage services after the date under item 2.

(2) If the parties enter into an agreement for a deferred payment of the debt, the relationships between the parties shall be settled in accordance with the agreement.

(3) The W&S operator shall not have the right to suspend the provision of water and sewerage services when the customer is performing his/her obligations under the agreement.

(4) If the customer breaches the agreement, the W&S operator shall have the right to suspend temporarily the provision of water and sewerage services.

(5) Suspension of the provision of water and sewerage services is not allowed for customers in condominium properties, provided that by doing so the W&S operator will violate rights and legal interests of other customers in the condominium properties.

Art.39. The W&S operator may terminate or suspend the provision of water and sewerage services in case of receipt of written request by the customer for temporary or constant (permanent) suspension of the water main and sewerage connection, which he uses, after payment of the service, in accordance with the price list of the W&S operator.

Art.40 (1). Upon submitted reasonable written request by the customer, the W&S operator may temporarily suspend the supply of drinking water through sealing of the turn-cock before the water meter, for the requested period, and in such case the water meter is read upon submission of the request.

(2) In case that upon recovery of the reading or the performance of control, a difference is detected between the readings determined as per para 1 and the actual detected ones, the sums due shall be deemed overdue from the date of suspension of the reading.

Art.41 (1) In the cases where the W&S operator has suspended the supply of drinking water and/or discharge of waste water on fault of the customer, in accordance with the requirements of the effective legislation and these General Terms and Conditions, the supply can be recovered only by the W&S operator within 3 working days after the elimination of the cause and payment from the customer of the costs of recovery.

(2) The costs for recovery of the supply of drinking water and/or discharge of waste water cover the expenses for the procedure of suspension and recovery of water supply, in accordance with the price list of the operator.

## **Chapter Six**

### **LIABILITY FOR NON-PERFORMANCE OF OBLIGATIONS**

Art.42. If the customer fails to perform his obligation for payment of the provided services within the specified term, the customer shall pay the W&S operator a compensation in the amount of the legal interest as per art. 86, para 1 of the Obligations and Contracts Act, commencing on the first day after the date of payment until the amount is transferred to the account of the W&S operator.

Art.43. In cases where the customer has paid more than the sums due as a result of an error of the W&S operator after equation at actual reading of the measurement devices for the provided water and sewerage services, the W&S operator shall pay to the customer a compensation in amount of the legal interest on the overpaid sum from the date of its transfer to his account until the date of refund to the customer.

Art.44. The damages caused to the water supply and/or sewerage systems, including the water main and/or sewerage connections, for which a protocol under art. 16 para 2 is executed, shall be eliminated at the expense of the doer.

Art.45. In case of theft or damage to the water meter of the building water main connection through the fault of the customer (freezing of the water meter, breaking of the glass, and other mechanical damages), the repair and replacement shall be performed by the W&S operator at the expense of the customer in accordance with the price list.

Art.46. In case of refusal for provision of access, ascertained by the protocol under art. 22 para 4 sent. second and third, to an employee of the W&S operator to read the indications of the water meter, the consumption of water shall be calculated based on the permeability of the water supply installation immediately before the water meter, for 6 hours consumption per 24h and water flow with speed of 1m/s.

Art.47. In case it is found that there is an illegal connection to the water main and sewerage systems, the relevant connections shall be terminated, and the consumed, discharged and treated water shall be determined in accordance with the provisions of art.46 for a one year period, unless it is proved that the period is shorter.

Art.48. The provisions of art.46 also establish the quantity of consumed water in the cases of intentional breaking of the seals and any physical acts to the water meters which have caused their damage or inaccuracy of reading.

Art.49 (1) In case of proved non-observance of the term under art.36 item 1 or the period of scheduled suspension, announced in the mass media or in any other appropriate way in accordance with the obligation under art.8 item 10, through the fault of the W&S operator, determined in these general terms and conditions, the W&S operator shall pay a penalty to the customer amounting to 10% of the value of the water and sewerage services billed for the previous month.

(2) The penalty under art. 1 is also due in the case of non-performance of the obligation of the W&S operator under art.8 item 10 to inform customers affected by scheduled suspensions of water supply.

(3) The penalty under art. 1 is also due in the case of non-performance of the obligation under art.8 item 12 to provide an alternative water supply.

(4) The customer may claim penalty from the W&S operator within a period of 30 days from the date of non-performance of W&S operator's obligations. After this period, the penalty can be claimed in court within the term set out in the Obligations and Contracts Act.

(5) The penalty does not exclude the responsibility of the W&S operator for property damages caused to the customer.

Art.50 (1) In case that the W&S operator fails to perform his obligation provided in art.8 item 3, he shall pay a penalty to the customer in amount of BGN 50.

(2) The penalty can be claimed from the W&S operator from the customer within 30 days from receipt of refusal to open an account. After this period, the penalty can be claimed in court within the term stipulated in the Obligations and Contracts Act.

Art.51 (1) In case of flooding of a property by a customer from the sewerage system through the fault of the W&S operator, the latter shall pay a penalty of BGN 100.

(2) The penalty can be claimed from the W&S operator from the customer within 30 days from the occurrence of the event. After this period, the penalty can be claimed in court within the term stipulated in the Obligations and Contracts Act.

(3) The penalty does not exclude the responsibility of the W&S operator for property damages caused to the customer.

Art.52. The W&S operator shall not pay penalty to the customer in the events under art.36.

## **Chapter Seven**

### **PROCEDURE FOR CONSIDERATION OF CLAIMS FROM CUSTOMERS**

Art. 53. In case of non-performance of the obligations of the W&S operator, the customer shall have the right to submit a request, warning or claim.

Art.54. The request, warning or claim must meet the following requirements:

1. to be written in Bulgarian;
2. to state the name and the address of the customer;
3. to describe the subject of the claim;
4. to explain the circumstances on the case or provide evidences, if any;
5. to be signed by the applicant or his authorized representative.

Art. 55 (1) W&S operator shall accept and consider requests, warnings, claims and proposals in accordance with the procedure set out in the Law on administrative servicing of natural and legal persons.

(2) W&S operator shall be obliged to response to all requests, proposals and warnings, within a period not longer than 14 days, except for anonymous warnings or claims, or such not meeting the requirements of art.54.

(3) When the customer is not satisfied with the response and the measure taken from the W&S operator, the customer shall have the right to file a claim to the State Energy and Water

Regulator within its competence under the Law on Water and Sewerage Services and the Energy Act, through the W&S operator who will send a copy of the whole documentation on the case with attached evidences within 3 days.

Art.56 In case the customer failed to notify the W&S operator about a change of his mailing address, it shall be deemed that all notices and notifications are duly served if sent to the address indicated in the account.

## **Chapter Eight**

### **PROCEDURE TO OPEN, CHANGE AND CLOSE AN ACCOUNT**

#### **Section One**

##### **OPENING OF ACCOUNT**

Art.57. Customers are identified in the following manner:

1. legal entities- full name, registered office and business address, mailing address and court registration, authorized representative, BULSTAT, bank account, document certifying for ownership right or property right of use or written declaration of consent under art.2 para 3; sole traders- the above data plus Personal number.

2. individuals- full name, Personal number and permanent address as per identity document, number, date of issue and issuing authority of identity document, address of supplied property and mailing address, telephone, and document certifying for ownership right or property right of use or written declaration of consent under art. 2 para 3. The identification data shall be collected in accordance with the requirements of the Personal Data Protection Act.

(2) W&S operator shall open an account with customer number upon filing of request- form and presentation of documents containing the identification data under para 1.

(3) W&S operator shall open an account with customer number of the customers under art.3, item 2 and item 3, after conclusion of the contract under art.4, containing the following obligatory details:

1. business name of the parties;
2. address of the property;
3. type of provided water and sewerage services;
4. specific rights and obligations of the contract parties;
5. specific reasons for termination and other conditions;
6. price of provided water and sewerage services;
7. contract term.

(4) In cases where the rights of a customer are held by several people, but the property is used by only one of them, W&S operator shall open an account and customer number for the person using the property in accordance with written agreement with the customers or the representative under art.2 para 2.

(5) In cases where the rights of a customer are held by several people and the property is used by more than one customer, W&S operator shall open accounts for all customers based on a document and agreement protocol for allocation of consumed water.

#### **Section Two**

##### **CHANGE OF ACCOUNT**

Art. 58 (1) Upon change of ownership or property right of use, the new and/or previous owner or customer shall submit to the W&S operator, within 30 day period, a request form to open, change or close an account, and present documents certifying for the acquisition or termination of the right of ownership or the property right of use of the property.

(2) In case they fail to perform their obligation under para 1 within the stipulated term and as a result the new owner or customer requests a change to the name of the account holder, they shall pay all administration costs related thereof in accordance with the price list of the W&S operator.

(3) When a customer leaves the family home by virtue of an official document issued by a competent authority, he shall notify in writing the W&S operator within 30 days, and submit a request for change of the account and present a copy of such official document.

Art.59 (1) In case of death of a customer- a natural person, his/her heirs or the person who has acquired the property by virtue of contract for care and support or donation, shall submit, within 30 days, a request to the W&S operator, for change of the account by presenting a certificate of heirs or title deed.

(2) In the events under para 1 the W&S operator shall change the account in the name of the heir or one of the heirs, as per written agreement between them, or in the name of the person who has acquired the property by virtue of deed. In case there is no agreement between the heirs, the W&S operator shall open an account to all heirs corresponding proportionally to their share according to the certificate of heirs.

Art.60 (1) A customer can be an individual using water and sewerage services in a hired property if the owner of the property has filed a declaration to the W&S operator, that the water and sewerage services will be used for domestic purposes, with his consent to bear a joint responsibility with the tenant for payment of the sums due. In these cases, the W&S operator will register the account in the name of the owner of the property and the tenant who will pay the sums due for water and sewerage services charged after the conclusion of rental agreement.

(2) Upon change of the rental contract, the new tenant shall submit to the W&S operator, within 30 days, a request for opening of account, and present documents certifying for the presence of rental contract and a declaration from the owner under art. 2 para 1 item 1 and 2.

(3) On the grounds of the submitted request under para 2, the W&S operator shall close the account of the previous owner, only if the latter has paid all sum due for water and sewerage services at that time.

(4) If the new tenant fails to perform his obligation under para 2, the W&S operator shall have the right to open an account on the basis of a document certifying for the rental agreement and the declaration of the owner under para 1.

Art.61. In cases where there is no declaration with consent for joint liability of the owner and the tenant of the property, the W&S operator shall open and maintain an account of the owner or the user of the property who will pay for the water and sewerage services.

### **Section Three**

#### **CLOSING OF ACCOUNT**

Art.62 (1) Upon change to the ownership or the property right of use, the previous and the new owner or user shall have the right to request and receive from the W&S operator an information for all sums due for water and sewerage services at the time of the change.

(2) For settlement of the mutual obligations for water and sewerage services for the property, the previous and the new owner or user shall, within 30 days from the conclusion of deal with

which the ownership right or property right of use is transferred, sign and submit to the W&S operator an agreement protocol for the payment of the water and sewerage services.

(3) On the grounds of the presented documents, the W&S operator shall issue tax debit or credit note to the previous owner or user of the property.

(4) The previous owner or user of the property shall close his account and pay the sum of the debit not under para 3, and the sum of the credit note shall be refunded by the W&S operator.

(5) In case that the new and the previous owner or user fail to meet the requirements under para 2,3, and 4, the new owner shall pay all sums due for the property after the date of change of ownership.

Art.63 (1) If the previous owner or user fails to close his account, the W&S operator shall collect the sums due by him up to the date of opening of an account to the new owner or user, in according with the presented title deed or right of use.

(2) W&S operator may open an account on a basis of a document certifying for the ownership or right of use of the property of the new owner or user.

## **Chapter Ten**

### **ADDITIONAL PROVISIONS**

Art.64. Upon coming into effect of these general terms and conditions, the customer gives his consent for his personal data provided to the W&S operator to be used in connection with the provision of water and sewerage services, if no express objection is filed within 30 day period from the publication of the general terms and conditions.

Art.65. All disputes between the W&S operator and the customers shall be settled by mutual agreement through negotiations between the parties, and if no agreement can be reached under the provisions of Chapter Seven or in court.

Art.66 (1) All notices and communications shall be in writing.

(2) The term of the notices and communications commences at the time of their receipt from the customer under the following conditions:

1. communications (invitations, warnings, notices, notifications, etc.) in connection with non-performance of the contract by the customer, shall be delivered by courier or representative of the W&S operator who will verify with his signature the delivery;

2. the communications under item 1 shall be delivered against signature, personally by the customer or his legal representative, or by proxy of the customer for whom the W&S operator has been notified;

3. when the courier or representative of the W&S operator does not find the customer, he shall deliver the communications under item 2 to an adult from the family, or a neighbour who agrees to deliver the communication. The person through which the communication is served, shall sign the receipt and oblige to deliver the communication to the customer. The courier or representative of the W&S operator shall verify with their signatures the date and method of delivery, and shall indicate the name, the personal number and capacity of the person to whom the communication has been served.

4. when the customer or his proxy, as well as the persons under item 3, cannot sign the receipt due to illiteracy or other reason, or if the customer or his family refuse to accept the communication, the courier or representative of the W&S operator shall indicate this in the receipt. The refusal to accept a communication shall be verified by the signature of at least one witness, and the courier shall indicate the full name and address of the witness. In such case, the communication shall be deemed duly served and received, respectively, on the same date;



5. communications for customers- legal entities, shall be delivered to the address indicated in the account, and the receipt shall contain the name and position of the person to whom the communication is served. The refusal to accept a communication shall be verified in accordance with the provisions of item 4.

(3) The delivery of communications under the previous paragraph can be performed also by registered mail, notary invitation or telegram with certified content.

(4) In case the customer has failed to inform the W&S operator for the change of his mailing address, all communications and notices shall be deemed duly served if sent to the address indicated in the account.

Art.67. All matters not covered in the contracts shall be governed by the provisions of the effective laws of the Republic of Bulgaria.

Art.68. If during the term of these general terms and conditions, there are amendments to the normative acts, all the provisions which are in contradiction to the new normative provisions shall be automatically replaced with these provided for in the relevant normative act.

Art.69 (1) These general terms and conditions shall enter into force within one month period from their publication in a national or local daily paper.

(2) Within 30 days from the effective date of the general terms and conditions, the customers who do not agree with them shall have the right to submit to the relevant W&S operator a request proposing different terms and conditions. The terms and conditions proposed by the customers and accepted by the W&S operators shall be incorporated in additional written agreements.

(3) New customers agree to the general terms and conditions by signing of a written contract for connection to the water supply and sewerage systems and provision of water and sewerage services.

Art.70. These General Terms and Conditions can be amended or supplemented in accordance with the provisions of the Law on Water and Sewerage Services.

These General Terms and Conditions are approved by the State Energy and Water Regulator on the grounds of art. 6 para 1 item 5 of the Law on Water and Sewerage Services, by Resolution No. .