

From January 1, 2023, the standard conditions of the network contract will change

For the purpose of clarity and comprehensibility, the limitation of liability and the use of legal remedies have been specified in the standard terms and conditions. Clarifications have been added to resolve cases when a power-generating installation is used without agreement with the network operator. Matters related to the exchange of the meter and the provision of metering data have also been discussed.

MOST IMPORTANT CHANGES IN STANDARD TERMS AND CONDITIONS AS FROM 1 JANUARY ARE AS FOLLOWS:

METERING THE QUANTITY OF ELECTRICAL ENERGY

There are situations where, due to the location of the place of consumption, obtaining consumption data via remote reading may be incomplete due to a weak communication connection (including, for example, the location of the meter inside a building). In order to resolve such cases, the network operator may need to install additional devices to the meter, such as an antenna and antenna cable (clause 6.2.1; over 63 A clause 8.1.1).

ENABLEMENT, USE, AND LIABILITY RELATED TO NETWORK CONNECTION

For the purpose of clarity and comprehensibility, the wording has been specified in that the network operator is guided by the Estonian Standard EVS-EN 50160 'Voltage characteristics of electricity supplied by public distribution networks' in terms of slow voltage changes, ensuring that the voltage at the connection point complies with the voltage standard in terms of slow voltage changes during normal operation (clause 3.5).

In order to avoid misunderstandings, the standard terms and conditions specify which legal remedies the parties can use. The obligation to give the other party the opportunity to remedy the breach before using a legal remedy was added, unless a remedy is not possible or if the obligation was violated intentionally or due to gross negligence (clause 11.6; over 63 A clause 12.6). The definition of other damages that are not subject to compensation has been specified. To ensure clarity and comprehensibility, it has been specified that the limitation of liability does not apply in a situation where the obligation was violated intentionally or due to gross negligence. The procedure for reporting damages was added (clause 1.9; over 63 A clause 12.9).

The standard terms and conditions specify that the 12-month limit is not applied to the recalculation of the network service and electricity quantities due to an error of the measuring device, if the error has been caused or enabled by intentional or grossly negligent actions of the party (clause 4.3; over 63 A clause 4.4).

In the standard conditions, the application of international sanctions is included under force majeure (clause 11.5.4; over 63 A clause 12.5.4).

USE OF AN ELECTRICITY-GENERATING UNIT WITH A SMALL GENERATING CAPACITY UP TO 0.79 KW – NANO-GENERATING INSTALLATION.

An addition has been made to the standard terms and conditions. During the commissioning of a nano-generating installation, provided that the meter also has to be changed at the metering point, there are cases where the meter, which separately measures the quantities consumed from the network and supplied to the network, does not fit in the existing location. If such a situation arises, the customer shall pay the related costs of modifying the metering point in addition to the meter replacement charge before using the nano-generating unit (under the given conditions). When installing the meter in the buyer's distribution board, the buyer shall ensure the possibility of proper installation of the meter, including, if necessary, making the necessary modifications (clause 4.8.2; over 63 A clause 4.10.1).

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GENERATING ELECTRICITY AND ITS SUPPLY TO THE NETWORK

If a situation is detected where the buyer has installed or uses a power-generating installation without agreement from the network operator and the point of consumption therefore does not have a metering device that measures the quantities supplied to the network, the network operator has the right to install the relevant metering device and the buyer will reimburse the costs related to the installation/calibration of the metering device (clause 11.11; over 63 A clause 12.11).

If an electricity-generating unit is used without a relevant agreement, i.e. without a network contract that includes the corresponding generation conditions, or if a generating unit with a significantly higher maximum capacity compared to the agreed generation conditions is installed, the network operator has the right to claim a contractual penalty from the buyer (clause 11.13; over 63 A clause 12.13).

For the purpose of clarity and comprehensibility, the clause of introducing an additional network charge has been specified, which deals with the situation where electricity is supplied to the network without prior agreement or the network capacity of the network connection is exceeded when supplying electricity to the network. In this case, the charge for using the network connection is applied in a 3-fold rate on an equal basis to all packages, including Network 1 and Network 2 users, regardless of whether the buyer pays the monthly charge according to the 250 kWh consumption condition or not (clause 9.20).

SETTLEMENT OF DISAGREEMENTS

A clause was added stating that disputes arising from certain clauses will only be resolved in the Consumer Disputes Commission and/or the county court, depending on the content of the dispute, in the event of failure to reach an agreement. The added clarification informs that the disputes arising from the clauses referred to are subject to civil law and cannot be resolved by the Competition Authority in administrative proceedings (clause 16.5; over 63 A clause 17.5).

The condition related to jurisdiction was updated in such a way that disputes which the parties cannot resolve through negotiations will be resolved in the Harju County Court. There remains the possibility to rely on the exceptions established in the legislation, in particular the consumer's right to appeal to the court of his or her place of residence (clause 16.4; over 63 A clause 17.4).