



Regulation of Electricity Supply Contracts

Prepared by:
**ERRA Customer Protection Committee
(CP COM)**

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TABLE OF CONTENTS

Aknowledgements	4
EXECUTIVE SUMMARY	5
Introduction	6
1. Regulation of Electricity Supply Contracts	7
National Particularities	10
2. The Conclusion, Modification and Termination of the Electricity Supply Contract	13
National Particularities	16
3. The Role of the NRA Regarding Electricity Supply Contracts	20
3.1. The Role of the NRA in the Pre-Contractual Phase	21
3.2. Contract Templates and Model Terms	23
Case study: Algeria Mandatory Contract Template	25
Case study: Greece 1 Colour Coding for Different Types of Contracts	28
Case study: Greece 2 Supply Contract Templates by Each Colour Code	30
3.3. The Role of the NRA in Dispute Situations Related to Contractual Issues	34
3.4. Sanctions and Enforcement Powers	43
3.5. Comparative Synthesis and Conclusion	45
4. Common and/ or Extreme Problems or Infringements Encountered by NRAs	46
4.1. Most common and/ or serious issues related to supply contracts that consumers or suppliers have raised to the NRAs	46
4.2. Infringement Cases for which the NRA Adopted a Binding Decision	48
National cases.....	48
Conclusions	49

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EXECUTIVE SUMMARY

The legal frameworks on energy supply contracts in ERRA Members National Regulatory Authorities (NRAs) are diverse but yet similar in many aspects. EU Member States and Contracting Parties to the Energy Community tend to have more similar legal regimes aligned with the requirements of the EU *acquis* in the areas of consumer protection and energy. Other ERRA Members develop their own national rules that sometimes are also similar or identical to the EU *acquis* since both issues on consumer protection and energy are internationally important and focused on providing better lives for people as consumers and customers of energy.

This report uses both terms consumer and customer interchangeably, however they both relate to the same category of subjects - household and non-household customers that purchase energy for their own use i.e. that consume energy and as such are entitled to a consumer protection. In the EU electricity *acquis*¹ “customer” is defined as a wholesale or final customer of electricity with “wholesale customer” defined as natural or legal person who purchases electricity for the purpose of resale inside or outside the system where that person is established and “final customer” defined as a customer who purchases electricity for own use. Thus, final customers conclude electricity supply contracts. In the EU consumer protection *acquis*, that is comprised of several different legal instruments, “consumer” usually is defined as any natural person who is acting for purposes which are outside his trade, business, craft or profession².

This report aims to be an introductory overview of the electricity supply contracts in ERRA Members, their importance and regulation, their conclusion, modification and termination as well as NRAs role in ensuring their compliance with national requirements for the purpose of providing greater consumer protection.

ERRA Members as energy regulators regulate electricity and gas sectors, as well as other energy and non-energy sectors³. The jurisdiction in regulating consumer rights of electricity customers, is often shared with other bodies like consumer protection authorities while the enforcement is either shared with national courts or exclusively vested in national courts. NRAs mandates typically include defining mandatory contractual elements, approving or supervising standard terms and conditions, monitoring supplier behaviour, and enforcing compliance with licensing obligations.

In all responding jurisdiction, electricity supply contracts are regulated in a way that primary legislation establishes binding principles, while secondary regulation ensures effective implementation and enforcement. The legislator defines the general contractual framework through civil law and introduces sector-specific obligations through energy legislation.

¹ Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 in common rules for the internal market for electricity and amending Directive 2012/27/EU (recast)

² Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council

³ For more information please see the Report on Legal Actions and Processes of National Regulatory Authorities Benchmarking Report, prepared by ERRA Customer Protection Committee (CP COM) June 2025

Explicit pre-contractual obligations on electricity suppliers are imposed in all responding jurisdictions. However, the scope and intensity of these obligations vary depending on national regulatory design, market structure and the degree of contractual standardization. Regulation of electricity supply contracts in some jurisdictions is done by establishment of mandatory minimum contractual elements through legislation and regulatory acts, combined with supplier discretion to define additional terms within those limits while in others, standardized contractual frameworks or model contracts are introduced as mandatory.

Conclusion of electricity supply contracts in written form, including electronic form where permitted by national legislation, is mandatory. Oral contracts are either explicitly excluded or not applied in practice. Contract modification may occur by mutual agreement of the parties, unilaterally by the supplier only where expressly permitted by law and subject to prior notification, or by operation of law following legislative or regulatory changes.

Consumers are generally entitled to terminate contracts of indefinite duration free of charge, subject to notice requirements. Early termination of fixed-term contracts may give rise to termination fees, but these are typically limited to the supplier's direct economic loss. In some jurisdictions, termination is closely tied to regulatory conditions, changes in consumer status or property ownership, while compensation mechanisms are defined through regulatory service standards rather than market-based concepts, and termination fees are not structured around competitive switching considerations.

NRAs receive many questions, complaints and requests for interventions or clarifications related to electricity supply contracts. For some of the issues, NRAs have competence to act and issue instructions, adopt binding decisions imposing administrative fines and order corrective measures etc. while for other issues, such as compensation for damages, the competence is vested exclusively in the courts. Most common issues raised by consumers to various NRAs are: billing disputes, non-payment and debts, unclear wording, transparency and complexity, non-compliant contractual clauses in supply contracts, supplier customer service failures and difficulties in completing switching procedure.

INTRODUCTION

Electricity supply is one of the pillars in the complex energy system where different actors are involved such as producers, transmission and distribution network operators, market operators, suppliers and customers. Lately, in the electricity sector of EU and EU candidate countries, this list was expanded by aggregators, citizen energy communities and active customers.

For customers connected to the network, the conclusion of an electricity supply contract is the following step after their connection and a precondition for enabling their supply. The relationship between the electricity customer and his/her supplier is defined in the supply contract concluded by these two contracting parties. Thus, the rights and obligations of both contracting parties are set in the electricity supply contract and therefore this contract is very important tool for customers to understand and protect their rights.

Electricity supply contracts are usually regulated in civil law, as general law for contractual rights and obligations and in special (sectorial) legislation such as energy and/or electricity and consumer

protection legislation. Therefore, in addition to general contractual rights and obligations set in the civil law, consumers have a set of rights and obligations as regards their electricity supply defined in the energy (and/or electricity) legislation and consumer protection legislation.

Understanding electricity supply contracts better is beneficial for identifying common grounds and differences among regulatory frameworks, which in turn facilitates mutual learning and cooperation among ERRA Members.

This report is based on the responses collected from a set of questions circulated among ERRA Members in December 2025, providing an overview of the key aspects of the electricity supply contracts in ERRA Members and NRAs activities to ensure electricity supply contracts are aligned with the legal requirements thus leading to greater customer protection. Answers from 12 ERRA Members were received.

The first chapter examines what electricity supply contract is and why should be regulated. It further examines who sets the rules for contracts whether the legislator, the ministry or the NRA, what type of regulations for contracts are in force, who has jurisdiction for the compliance and what happens in case of non-compliance.

The second chapter explains the conclusion, modification and termination of the contract. It presents a short description the precontractual situation focusing on what should an offer contain, the binding nature of the offer, etc., how can a contract be concluded and modified. It also give details on rules termination of the contract in various jurisdictions with the aspects of fees, deadlines, responsibilities of the parties.

The third chapter examines on the role of the NRA regarding contracts. It examines what is the role of the NRA in the precontractual situation and in case of disputes, does the NRA offer a template for the contract and if it does, then is it binding etc. The chapter also include sanctions that are applied in various jurisdiction in case of non-compliance.

The fourth chapter presents common and/or extreme problems or infringements the NRAs encountered. It focuses on the most common or serious issues related to contracts and the infringements cases for which the NRAs adopted a binding decision.

1. REGULATION OF ELECTRICITY SUPPLY CONTRACTS

This chapter provides a policy-oriented and normative assessment of the regulatory frameworks governing electricity supply contracts within 12 ERRA member organisations that submitted the requested information necessary for the preparation of the report. It is based exclusively on information submitted by national regulatory authorities and is intended to support CP COM deliberations by identifying common regulatory patterns, institutional roles, and policy-relevant approaches.

Across all analysed jurisdictions, electricity supply contracts are regulated through a layered legal framework in which primary legislation establishes binding principles, while secondary regulation ensures effective implementation and enforcement. In all cases, the legislator defines the general contractual framework through civil law and introduces sector-specific obligations through energy legislation. Civil law governs the validity of contracts, the autonomy of the parties, and general rules

on formation, modification, and termination. Energy legislation acts as *lex specialis*, limiting contractual freedom where necessary to ensure transparency, consumer protection.

National regulatory authorities are consistently entrusted with translating legislative principles into enforceable contractual standards. Their mandates typically include defining mandatory contractual elements, approving or supervising standard terms and conditions, monitoring supplier behaviour, and enforcing compliance with licensing obligations. In several jurisdictions, including **North Macedonia, Moldova, Romania, and Greece**, secondary legislation adopted by NRAs plays a central role in shaping the practical content of electricity supply contracts. **Algeria** represents a highly centralised regulatory model, where the regulator is explicitly mandated to publish binding contract templates that must be applied uniformly by distributors.

From a policy perspective, two principal regulatory approaches to contract content can be identified. The predominant model relies on the establishment of mandatory minimum contractual elements through legislation and/or regulatory acts, combined with supplier discretion to define additional terms within those limits. This approach is applied, with varying degrees of regulatory detail, in **Poland, Romania, Lithuania, Latvia, North Macedonia, Bosnia and Herzegovina and Azerbaijan**. It seeks to strike a balance between consumer protection and contractual flexibility, allowing market-driven innovation while safeguarding core consumer rights.

A more prescriptive model is applied in jurisdictions that impose standardised contractual frameworks or model contracts. In **Moldova**, binding model contracts apply to universal service suppliers and suppliers of last resort, while other suppliers are subject to detailed mandatory clauses. In **Greece**, mandatory templates for pre-contractual offers and billing documents ensure transparency and comparability across the retail market. **Algeria** applies the most restrictive model, as electricity supply contracts must strictly follow regulator-approved templates, significantly limiting contractual variation.

Compliance oversight is ensured through a combination of regulatory supervision and judicial control. NRAs are responsible for monitoring compliance with energy legislation, regulatory acts, and licensing conditions, and are empowered to adopt binding decisions, order corrective measures, and impose administrative sanctions. In several jurisdictions, NRAs also provide extrajudicial or pre-judicial dispute resolution mechanisms, particularly in relation to regulatory obligations and consumer protection. Courts retain final jurisdiction over civil contractual disputes, including the validity of contracts, compensation for damages, and the review of regulatory decisions.

This table below presents a comparative matrix of ERRAs based on:

- (i) the predominance of civil law versus sector-specific energy legislation, and
- (ii) the degree of discretion exercised by national regulatory authorities (NRAs) in shaping contractual frameworks.

	Sector-specific law predominant	Civil law / balanced framework
Strong NRA role (rule-shaping)	Algeria Greece Hungary Moldova North Macedonia Romania	Azerbaijan Latvia Lithuania
Limited NRA role (enforcement-focused)	Bosnia and Herzegovina (SERC) Poland	Bosnia and Herzegovina (FERK)

Table 1. Regulatory Positioning of Electricity Supply Contracts in ERRA Jurisdictions

Note: Jurisdictions positioned in the upper-left quadrant reflect highly structured regulatory models characterised by strong NRA involvement and a predominance of sector-specific legislation. Upper-right positions indicate hybrid systems combining legislative frameworks with active regulatory oversight. Lower quadrants reflect systems where contractual governance relies more heavily on civil law and judicial enforcement, with comparatively limited NRA intervention.

Consumer protection authorities complement regulatory enforcement in certain jurisdictions, notably in cases involving unfair contractual terms or misleading commercial practices.

The consequences of non-compliance reflect the regulatory objectives pursued. Administrative sanctions range from warnings and corrective orders to significant fines and, in severe or repeated cases, suspension or revocation of supply licences. Contractual consequences include the invalidity of non-compliant clauses, obligations to amend contracts, reimbursement of unlawfully charged amounts, and liability for damages. In systems based on mandatory templates, contracts concluded outside the prescribed framework may be deemed legally ineffective.

From a CP COM policy perspective, several good regulatory practices can be identified. These include the use of clearly defined mandatory minimum contractual requirements combined with detailed regulatory guidance, as observed in **Poland, Romania, Hungary, Latvia** and **Lithuania**, which enhances consumer protection without unduly restricting market dynamics. The *ex ante* approval of suppliers' standard contractual documentation by regulators, as applied in **Hungary**, reduces compliance risks and strengthens consumer trust. The standardisation of pre-contractual offers and billing documents, as implemented in **Greece**, represents a targeted intervention that improves transparency and comparability while preserving contractual freedom.

More restrictive approaches, characterised by mandatory model contracts and limited contractual flexibility, such as those applied in **Algeria** and, for specific market segments, in **Moldova**, provide strong safeguards for consumers and regulatory certainty but may constrain market responsiveness and innovation. From a policy standpoint, a proportionate regulatory approach that combines clear legislative principles, targeted regulatory intervention, effective enforcement, and access to judicial remedies appears best aligned with the objectives of consumer protection, market efficiency, and regulatory coherence within the ERRA region.

NATIONAL PARTICULARITIES

This section complements the consolidated policy-oriented assessment by presenting the specific national particularities reported by 12 ERRA member organisations. For each jurisdiction, the analysis follows a uniform structure addressing:

- the authority setting contractual rules,
- the type of contractual regulation in force,
- the body competent for compliance oversight, and
- the consequences of non-compliance.

The descriptions reflect the regulatory self-assessments provided by the respective authorities.

CREG Algeria



In Algeria, electricity supply contracts are governed by sector-specific legislation and executive decrees that explicitly mandate the Electricity and Gas Regulatory Commission (CREG) to establish binding standard contract templates. The regulatory approach is fully standardised, requiring distributors to conclude contracts strictly in accordance with regulator-approved models. CREG has jurisdiction for compliance monitoring and dispute resolution, acting as a pre-judicial authority, while courts adjudicate unresolved disputes. Non-compliance may lead to binding regulatory decisions, administrative sanctions, and corrective measures, with contracts concluded outside the approved framework considered legally ineffective.

AERA Azerbaijan



In Azerbaijan, contractual rules are set through civil legislation and the Law on Electricity, supplemented by secondary legislation adopted by the Cabinet of Ministers, notably the Rules for the Use of Electric Energy. These rules establish mandatory contractual conditions and standardised contractual provisions applicable nationwide. Compliance oversight is exercised by the Azerbaijan Energy Regulatory Authority (AERA), while courts and the State Service for Antimonopoly and Consumer Market Control have complementary roles. Non-compliance may result in mandatory instructions issued by the regulator, administrative sanctions, and judicial remedies, including compensation for damages.

SERC Bosnia and Herzegovina



In the Brčko District, contractual rules are set by the legislator through the Law on Electricity and by the local supplier through General Conditions for Electricity Supply approved by the State Electricity Regulatory Commission (SERC). Legislation determines the minimum contractual elements, while standard contracts are offered by the supplier. Compliance oversight and dispute resolution fall primarily under the jurisdiction of the Appeal Commission of the Brčko District and competent courts, with SERC retaining licensing powers. In case of non-compliance, decisions of the supplier may be set aside, damages awarded, or licences suspended.

FERK Bosnia and Herzegovina

In the Federation of Bosnia and Herzegovina, the legislator and the NRA jointly define contractual rules through energy legislation and regulatory bylaws, with civil law applying subsidiarily. The regulatory approach is limited to defining minimum contractual elements, without standardised contract templates. Courts have exclusive jurisdiction for ensuring compliance and resolving disputes. Contracts that do not comply with mandatory legal requirements may be declared invalid and produce no legal effects, with remedies pursued through judicial proceedings.

RAAEY Greece

In Greece, electricity supply contracts are regulated through the Electricity Supply Code, adopted by ministerial decision following an opinion of the Regulatory Authority for Energy, Waste and Water (RAAEY). The law establishes minimum contractual elements, while the Supply Code and NRA decisions introduce detailed and, in some areas, standardised requirements, particularly regarding transparency and pre-contractual information. RAAEY has jurisdiction for monitoring compliance and imposing administrative sanctions. Non-compliance may result in significant fines, corrective measures, daily penalties, and, in cases of repeated breaches, revocation of the supply licence.

MEKH Hungary

In Hungary, the legislator sets the contractual framework through the Civil Code and the Act on Electricity, while detailed rules are introduced through implementing decrees. The regulatory approach focuses on detailed minimum contractual requirements rather than full standardisation. The Hungarian Energy and Public Utility Regulatory Authority (MEKH) has jurisdiction for ensuring compliance, including approval of suppliers' commercial codes. Non-compliance may result in warnings, administrative fines, suspension, or ultimately revocation of the supply licence.

PUC Latvia

In Latvia, the key contractual rules have been established by Parliament in the Civil Law and in the Electricity Market Law, and by Cabinet of Ministers in the Regulations Regarding the Trade and Use of Electricity. Compliance with the requirements of the aforementioned regulatory acts is primarily oversighted by the Public Utilities Commission. However, certain aspects of the contracts, such as unfair contractual terms, are monitored by the Consumer Rights Protection Centre. Failure to comply with the specified requirements may result in infringement proceedings, during which the Public Utilities Commission may require the supplier to ensure compliance with the relevant requirements within a specified time limit, issue a warning to the supplier or impose a fine. Under certain circumstances, the regulator may also remove a supplier from the register and thereby prevent it from continuing to provide services.

NERC Lithuania

In Lithuania, contractual rules are established by Parliament through civil and energy legislation, complemented by secondary legislation adopted by the Government and the Ministry of Energy. The regulatory framework introduces imperative contractual provisions that limit contractual freedom, particularly for household customers. Compliance oversight is exercised by the National Energy Regulatory Council (NERC), while the State Consumer Rights Protection Authority addresses unfair contractual terms. Non-compliance may lead to invalidity of unfair clauses, contractual remedies, regulatory sanctions.

ANRE Moldova

In Moldova, electricity supply contracts are governed by a dual system in which the Parliament establishes general contractual and sectoral rules through the Civil Code and the Law on Electricity, while the National Agency for Energy Regulation (ANRE) adopts binding secondary regulations. The regulatory framework includes both minimum mandatory contractual elements and standardised model contracts, particularly for universal service suppliers and suppliers of last resort. ANRE exercises supervisory and sanctioning powers to ensure compliance with regulatory requirements, while courts have jurisdiction over civil disputes concerning contract validity and damages. In cases of non-compliance, ANRE may issue binding decisions and impose sanctions, and courts may order contractual remedies or compensation.

ERC North Macedonia

In North Macedonia, the legislator sets the main contractual rules through the Energy Law and the Law on Contracts, while the Energy Regulatory Commission (ERC) adopts binding secondary legislation in the form of the Rules for Electricity Supply. The regulatory approach combines statutory minimum requirements with detailed regulatory specification of mandatory contractual elements, resulting in a highly structured contractual framework. ERC has jurisdiction for monitoring compliance, given its role in licensing electricity suppliers. Non-compliance may result in binding corrective measures imposed by ERC, initiation of misdemeanour proceedings before competent courts, and, in serious cases, suspension or revocation of the supply licence.

URE Poland

In Poland, the rules governing electricity supply contracts are primarily set by the legislator through a combination of Civil law, Energy law, Competition and Consumer protection law. Civil law establishes the general concept of a contract and the principles of contractual freedom and equality of the parties, while the Energy Law defines the scope and mandatory elements of electricity supply, distribution and comprehensive contracts, as well as specific consumer rights. The regulatory framework follows a minimum mandatory content approach, whereby legislation determines essential contractual elements and safeguards, leaving additional terms to contractual autonomy within statutory limits. Compliance with contractual regulation falls under the jurisdiction of civil courts, while the Office of Competition and Consumer Protection (UOKiK)

is competent in cases involving unfair commercial practices or abusive contractual clauses. In case of non-compliance, consequences may include judicial rulings on the validity of contracts and civil liability, as well as administrative penalties imposed through regulatory or competition law enforcement.

URE monitors the occurrence of restrictive contractual practices, including exclusivity clauses that may prevent customers from concluding contracts with more than one supplier at the same time or limit their choice in this respect, and if it deems it necessary, URE notifies the President of UOKiK about such practices,

ANRE Romania



In Romania, the contractual framework is established through primary legislation adopted by Parliament, notably the Energy and Natural Gas Law, complemented by the Civil Code. The National Energy Regulatory Authority (ANRE) plays a central role by adopting detailed secondary regulations governing the content and execution of electricity supply contracts. The regulatory model is based on mandatory minimum contractual content, with enhanced standardisation for household consumers. ANRE is responsible for monitoring compliance and imposing administrative sanctions, while courts have jurisdiction over contractual disputes. Non-compliance may lead to regulatory fines, corrective measures, license suspension or withdrawal, invalidity of unlawful contractual clauses, and civil liability for damages.

2. THE CONCLUSION, MODIFICATION AND TERMINATION OF THE ELECTRICITY SUPPLY CONTRACT

This chapter provides a consolidated and policy-oriented assessment of the regulatory frameworks governing the conclusion, modification and termination of electricity supply contracts in the ERRA member countries that submitted information for this report. The analysis is based exclusively on information submitted by national regulatory authorities.

Across all analysed jurisdictions, national regulatory authorities play a significant role in structuring the electricity supply contracts, from the pre-contractual phase to termination. While civil law establishes the basic legal framework, energy legislation and secondary regulatory acts introduce mandatory rules aimed to ensure transparency, protecting final customers and securing continuity of electricity supply. The degree of regulatory intervention varies considerably among ERRA member countries depending on whether electricity supply is organised under a liberalised market model or a regulated supply regime.

In liberalised markets contractual freedom is recognised in principle, but is substantially constrained by mandatory transparency, information and consumer protection requirements. In more regulated or centrally organised systems contract conclusion, modification and termination are governed by regulator-approved templates or standard contractual frameworks, leaving limited room for bilateral negotiation between suppliers and customers.

All responding jurisdictions impose explicit pre-contractual obligations on electricity suppliers. However, the scope and intensity of these obligations vary depending on national regulatory design, market structure and the degree of contractual standardisation. In jurisdictions with competitive retail electricity markets, such as **Poland, Romania, Greece, Hungary, Lithuania, Latvia** and, partially, **Moldova**, the pre-contractual phase plays a central role in enabling informed consumer choice and supporting effective competition. Suppliers are required to provide clear, transparent and comprehensive offers prior to contract conclusion, including information on pricing or pricing methodology, contract duration, termination rights and complaint-handling procedures.

Several jurisdictions have introduced additional mechanisms to enhance comparability and transparency and operate an NRA-managed price comparison tool covering all electricity supply offers available on the market. In **Greece**, suppliers are required to use regulator-mandated supply offer templates that standardise the presentation of pricing structures, contract duration and key contractual terms and pursuant to the most recent NRA decision suppliers must provide consumers with a detailed summary of the main contractual terms prior to conclusion, including price components, risks and potential termination fees. **Lithuania** and **Latvia** applies enhanced pre-contractual transparency requirements for household customers, requiring full disclosure of all price components, including network charges and taxes. In **North Macedonia**, pre-contractual consumer protection is reinforced through the mandatory provision of a regulator-approved customer checklist, which standardises information on customer rights and contractual implications and must be provided prior to contract conclusion.

In jurisdictions characterised by a higher degree of contractual standardisation, such as **Azerbaijan, Bosnia and Herzegovina**, the pre-contractual phase is largely formalised. Contractual conditions are predefined through regulatory rules, standard contracts or service guides, and pre-contractual obligations primarily serve to inform consumers about regulated service conditions rather than to facilitate competitive choice.

Regarding the conclusion of electricity supply contracts, all responding jurisdictions require electricity supply contracts to be concluded in written form, including electronic form where permitted by national legislation. Oral contracts are either explicitly excluded or not applied in practice. This requirement applies uniformly across liberalised and regulated markets and reflects the need for legal certainty in electricity supply relationships.

In liberalised markets contracts are typically concluded on the basis of suppliers' standard terms and conditions, subject to mandatory regulatory requirements. Contract modification may occur by mutual agreement of the parties, unilaterally by the supplier only where expressly permitted by law and subject to prior notification, or by operation of law following legislative or regulatory changes.

In **Hungary**, suppliers' general terms and conditions and commercial codes are subject to regulatory oversight as part of the licensing regime. In **Romania, Latvia** and **Lithuania**, enhanced standardisation applies to household customers, while greater contractual flexibility is preserved for non-household consumers. In **Greece**, although no single model contract is imposed, mandatory minimum content requirements and standardised pre-contractual documentation significantly shape contract formation and modification.

In **North Macedonia, Hungary** and **Moldova**, contracts may be concluded and modified only in written form, with unilateral modification permitted under strictly regulated conditions. In **Azerbaijan**

(with the exception of household consumers) and **Federation of Bosnia and Herzegovina**, contract modification is generally limited to bilateral agreement or adjustments required by changes in regulated tariffs or consumption parameters.

In highly standardised regulatory systems such as **Algeria**, contract conclusion and modification are tightly linked to regulator-approved templates. Contractual amendments are generally driven by regulatory or tariff decisions and suppliers must notify consumers in advance of any approved changes.

Termination of electricity supply contracts regimes across the responding jurisdictions reflect a shared policy objective of protecting consumers while ensuring continuity of supply and settlement of outstanding contractual obligations. However, the instruments used to achieve these objectives differ between liberalised and regulated markets.

In liberalised markets such as **Poland, Romania, Greece, Hungary, Latvia** and **Lithuania**, consumers are generally entitled to terminate contracts of indefinite duration free of charge, subject to notice requirements. Early termination of fixed-term contracts may give rise to termination fees, but these are typically limited to the supplier's direct economic loss. This principle is explicitly applied in **Romania, Greece, Hungary** and **North Macedonia**, where the burden of proof lies with the supplier. In Lithuania, termination fees are prohibited for household customers, micro-enterprises and small enterprises, while Poland allows early termination fees only within strict statutory limits (ie. early termination of a fixed-term contract does not entail any costs or compensation beyond those specified in the contract. For households and micro- and small-businesses, the amount of these costs and compensation cannot exceed the amount of direct economic losses). Hungary uses a similar approach, where termination fees are forbidden in case of household consumers and micro and small enterprises, and are strictly regulated in cases of other consumers.

In **Latvia**, if the electricity supply period specified in the contract with a household consumer exceeds two years, a fee for early termination of the contract or amendment of the supply terms may be applied only during the first two years of that supply period. In case an electricity supply contract concluded with a consumer for a fixed term provides for a fee for early termination of the contract, such fee must be calculated in proportion to the period of electricity supply remaining until the early termination of the contract, divided into periods of at least three months.

In **Moldova**, termination is free of charge for universal service contracts, while market-based contracts may include termination fees in accordance with contractual terms and applicable civil law provisions. In **Azerbaijan**, termination rights and consequences are regulated under civil and energy legislation, with compensation mechanisms linked to losses incurred by the supplier as a result of early termination. In **Bosnia and Herzegovina**, termination is primarily governed by civil law principles and standard contractual conditions, without a structured concept of direct economic loss.

In regulated systems such as **Algeria**, termination is closely tied to regulatory conditions, changes in consumer status or property ownership. Compensation mechanisms are defined through regulatory service standards rather than market-based concepts, and termination fees are not structured around competitive switching considerations.

NATIONAL PARTICULARITIES

With regard to the conclusion, modification and termination of electricity supply contracts, specific national particularities were reported by the ERRA member countries that submitted information for this report. The descriptions below reflect the regulatory assessments provided by the respective authorities and focus on distinctive features of national legal and regulatory frameworks, without prejudice to the general comparative findings presented above.

CREG Algeria



Algeria applies a fully standardised regulatory model to electricity supply contracts, characterised by a high degree of regulatory control over contractual content and limited contractual freedom. Electricity supply contracts must strictly comply with binding templates and standard contractual frameworks established by the Electricity and Gas Regulatory Commission (CREG). The pre-contractual phase is largely formalised. Contractual conditions are predefined through regulator-approved standard agreements and service guides. Pre-contractual information obligations primarily serve to inform consumers of regulated service conditions, applicable tariffs and service standards. It should be specified that the customer may choose, with the assistance of the operator's customer service, the tariff according to their declared needs.

Electricity supply contracts are concluded in written form in accordance with the binding templates approved by CREG. Contractual modifications are closely linked to regulatory or tariff decisions and must remain aligned with the approved contractual framework. Any contractual arrangements concluded outside this framework are considered legally ineffective.

Termination of electricity supply contracts is governed by regulatory conditions and service rules rather than market-based contractual mechanisms. Termination may occur in accordance with changes in consumer status, service conditions or regulatory decisions. Compensation mechanisms are defined through regulated service standards and do not rely on a general concept of termination fees or direct economic loss.

AERA Azerbaijan



In Azerbaijan, electricity supply contracts are governed by a highly standardised regulatory framework. Contracts must comply with mandatory requirements established by the Rules for the Use of Electric Energy and are concluded in written form using standard contract templates.

Contracts are classified by consumer category, including household consumers, commercial consumers, budget-funded organisations and infrastructure entities. Contractual terms may be adjusted in response to changes in consumption parameters or regulated tariffs, with the exception of household consumers. Consumers wishing to modify contracted consumption levels must submit a formal request in advance, subject to supplier approval.

Termination rights and compensation mechanisms are regulated by law and contractual provisions. Where a consumer terminates a contract before its expiry, the supplier may claim compensation for damages incurred, as provided by energy legislation. Compensation mechanisms are linked to regulated concepts of loss rather than market-based switching incentives.

SERC Bosnia and Herzegovina



In the Brčko District, standard electricity supply contracts are offered by the local supplier and approved by the regulator. Contracts for household and small customers are typically concluded for an indefinite period, while market-based supply contracts are usually concluded annually and include price provisions linked to approved price lists.

Termination of electricity supply contracts is free of charge. Contracts may be terminated in cases such as transfer of property ownership, death of the end customer, agreement of the parties, expiration of the contract or prolonged disconnection from the distribution network. The applicable legislation does not recognise the concept of direct economic loss in the context of contract termination.

FERK Bosnia and Herzegovina



In the Federation of Bosnia and Herzegovina, electricity supply contracts are concluded in written form based on documentation prepared by suppliers or distribution system operators, subject to minimum regulatory content requirements. The pre-contractual phase is relatively limited, with contractual relations initiated following the issuance of the necessary power permit.

Contract modification is possible only by mutual agreement of the parties. The legal framework does not establish specific rules on termination fees or compensation for early termination. In the event of contract termination, each party is required to fulfil its outstanding contractual and legal obligations, with disputes falling under the jurisdiction of civil courts.

RAAEY Greece



Greece applies a highly detailed and prescriptive regulatory framework governing electricity supply contracts. The pre-contractual phase is regulated by the Supply Code and requires suppliers to provide binding written offers using standardised templates. Offers must clearly disclose pricing structures, price adjustment mechanisms, contract duration and offer validity periods.

Contracts are concluded and can be modified only if the consumer is notified in written form two months before the modification takes place allowing consumers sufficient time to switch suppliers without penalty. Nevertheless, terms and conditions of fixed and dynamic supply contracts cannot be modified at all.

Greek legislation permits fixed-price, variable-price and dynamic-price contracts. Fixed-price contracts may include termination fees limited to the supplier's direct economic loss, with the burden of proof placed on the

supplier. Variable and dynamic price contracts may be terminated without cost, reflecting a strong emphasis on consumer mobility.

MEKH Hungary



Hungary imposes extensive pre-contractual information obligations on suppliers. Prior to contract conclusion, consumers must receive clear and intelligible information on pricing, risks, termination rights and potential fees, along with a summary of contractual terms. General terms and conditions must be publicly available and comply with regulatory requirements.

Electricity supply contracts may be concluded only in written form. Contract duration and pricing structures vary depending on the consumer category, with universal service contracts concluded for an indefinite period at regulated prices.

Termination fees are generally prohibited. An exception applies to fixed-term, fixed-price contracts concluded with non-household consumers not qualifying as micro- or small enterprises, where termination fees are permitted only if clearly communicated in advance and strictly limited to the supplier's direct economic loss. The burden of proof lies with the supplier.

PUC Latvia



Specific requirements regarding the information to be included in electricity sales offers apply only to household consumers. The supplier is entitled to enter into a contract with the household consumer only if the terms of the contract do not differ from the terms of the offer provided to the household consumer.

Contracts are concluded in writing or via means of distance communication.

The duration of electricity supply contracts is regulated in the case of the universal service (12 months) and fixed price contract (minimum 12 month).

If an electricity supply contract concluded with a consumer for a fixed term provides for a fee for early termination of the contract, such fee must be calculated in proportion to the period of electricity supply remaining until the early termination of the contract, divided into periods of at least three months.

NERC Lithuania



Lithuania applies imperative contractual provisions, particularly in relation to household customers. Suppliers are required to provide comprehensive pre-contractual information, including full disclosure of all price components, taxes and network charges.

Contracts may be concluded in written or electronic form, provided that the contracting parties can be properly identified.

Household customers, micro-enterprises and small enterprises have strong termination rights and may switch suppliers without paying

termination fees. Contracts with these customer categories may not include termination or switching fees.

ANRE Moldova



Moldova applies a mixed regulatory model combining standardisation with market-based contractual arrangements. The National Agency for Energy Regulation (ANRE) establishes binding model contracts for universal service suppliers and suppliers of last resort, while competitive market suppliers are subject to detailed mandatory contractual clauses.

Prior to contract conclusion, suppliers must disclose standard contractual clauses and provide comprehensive information on pricing, supply conditions, applicable fees, contract duration, termination rights and complaint-handling mechanisms.

Contracts must be concluded in written form and may be modified only by mutual agreement or as a result of mandatory legal changes.

Termination of contracts concluded with universal service suppliers is free of charge. In contrast, contracts concluded on the free market may include termination fees, subject to contractual terms and applicable civil law provisions. The concept of direct economic loss is not expressly defined in Moldovan electricity legislation.

ERC North Macedonia



North Macedonia applies a highly structured and prescriptive regulatory approach to electricity supply contracts. The pre-contractual phase is explicitly regulated by the Energy Law and secondary legislation, requiring suppliers to provide customers with a regulator-approved checklist prior to contract conclusion. This checklist standardises practical information on customer rights, termination options and contractual implications, ensuring a high level of consumer awareness.

Contracts may be concluded and modified only in written form. Modification may occur by mutual agreement or unilaterally by the supplier under strictly regulated conditions, where the customer's continued performance following notification is deemed to constitute tacit consent.

Termination of electricity supply contracts is generally free of charge. An exception applies to fixed-term, fixed-price contracts, where contractual penalties may be agreed in advance, provided that they are clearly defined, communicated prior to contract conclusion and limited to the supplier's direct economic loss. This concept was formally introduced in the Energy Law adopted in 2025, with the burden of proof placed on the supplier. The regulator is competent to adjudicate disputes in this area, although no cases have been reported to date.

URE Poland



In Poland, the regulatory framework governing electricity supply contracts is largely anchored in general civil law, complemented by targeted sector-specific obligations. No special regulatory requirements apply to the pre-contractual phase beyond general contract law, except in the household and micro-enterprise segments. For these categories, suppliers are

required to publish their offers on their websites and to notify the President of the Energy Regulatory Office (URE) at least seven days prior to the entry into force of such offers. This mechanism enhances regulatory oversight and transparency while preserving contractual freedom.

Electricity supply contracts are concluded in written or electronic form, with electronic communication and digital signatures commonly used in practice. Polish legislation allows a wide range of contractual structures, including fixed-price, variable-price and dynamic-price contracts, as well as contracts of fixed or indefinite duration. Certain suppliers are obliged to offer specific contract types, including regulated-price contracts of indefinite duration for household customers.

Contracts of indefinite duration may be terminated free of charge. Early termination of fixed-term contracts may give rise to compensation limited to the supplier's direct economic loss.

ANRE Romania



Romania applies an advanced consumer protection framework characterised by enhanced pre-contractual transparency and regulatory oversight. Suppliers are required to provide clear and complete offers prior to contract conclusion, and all final consumers have access to an NRA-operated price comparison tool covering all electricity supply offers available on the market.

Electricity supply contracts are concluded in written or electronic form. Contract modification may occur by mutual agreement, unilaterally under strictly regulated conditions, or by operation of law following legislative or regulatory changes.

Early termination fees are permitted only to compensate for the supplier's direct economic loss. Punitive or deterrent penalties are explicitly prohibited, and the burden of proof lies with the supplier. This framework aims to balance consumer mobility with contractual stability while preventing unjustified barriers to switching.



3. THE ROLE OF THE NRA REGARDING ELECTRICITY SUPPLY CONTRACTS

The regulatory oversight of electricity supply contracts represents one of the most critical interventions of a National Regulatory Authority (NRA) in ensuring a functional, competitive, and consumer-centric energy market. Historically, the relationship between a utility and a customer was governed by rigid administrative rules; however, the liberalization of energy markets across the ERRA region has transitioned the NRA's role into that of a market referee and a guarantor of contractual fairness. In the European Union context, Directive (EU) 2019/944 explicitly tasks NRAs with ensuring that all final customers are entitled to a contract with their supplier that specifies fair and transparent terms, which is a principle mirrored in the Energy Community acquis. This chapter explores how NRAs navigate the delicate balance between the principle of "freedom of contract" and the necessity of "regulatory prescription" to protect vulnerable or less-informed participants. The extent of this role varies significantly: in some jurisdictions, the NRA acts as a direct author of



contract templates, while in others, it serves as a high-level supervisor ensuring that minimum legal standards are met by private entities. Furthermore, the NRA’s involvement is not static; it spans the entire lifecycle of the contractual relationship, from the pre-contractual phase and the establishment of model terms to the resolution of disputes and the exercise of enforcement powers. By analyzing the responses of 12 member regulators, this chapter identifies a clear divide between "prescriptive" models, common in emerging or centralized markets, and "framework-based" models prevalent in more mature, competitive environments. Ultimately, the NRA's effectiveness in this area is measured by its ability to reduce information asymmetry, lower barriers to market entry for new suppliers, and provide consumers with a "safety net" through accessible dispute resolution and robust sanctions. This benchmarking exercise provides a comparative lens through which regulators can assess their own powers against regional best practices and international standards.

3.1. THE ROLE OF THE NRA IN THE PRE-CONTRACTUAL PHASE

The pre-contractual phase is arguably the most critical stage for consumer empowerment, as it determines the quality of the information upon which a customer bases their decision to enter a long-term commitment. Grounded in the principles of Article 10 of Directive (EU) 2019/944, NRAs are required to ensure that consumers receive a clear and transparent offer before being bound by any contract. This regulatory intervention is designed to combat "information asymmetry," where suppliers may utilize complex pricing structures or hidden clauses to obscure the true cost of energy. Effective pre-contractual oversight involves the standardization of information sheets, the monitoring of marketing conduct, and the verification of "know-your-customer" obligations to prevent predatory sales tactics. In many ERRA jurisdictions, the NRA’s role during this phase has evolved from simple monitoring to the active creation of "Comparison Tools" or mandatory "Offer Summary" documents. By ensuring that price components (energy vs. regulated network fees) are unbundled and clearly displayed, the NRA facilitates meaningful competition and lowers the "switching inertia" that often plagues liberalized markets. Furthermore, in jurisdictions where "Supply of Last Resort" or "Universal Service" is prevalent, the NRA often takes a more hands-on approach by setting the pre-contractual conditions for these essential services to ensure they remain accessible to all.





<p>CREG Algeria</p> 	<p>The Electricity and Gas Regulatory Commission (CREG) holds a central role in the pre-contractual phase by establishing the standardized forms that distributors must provide to prospective customers. This ensures that every applicant for low-voltage or low-pressure services is treated with administrative uniformity, preventing discriminatory treatment at the point of application.</p>
<p>AERA Azerbaijan</p> 	<p>AERA ensures the compliance of suppliers with the "Rules for the Use of Electric Energy," which establish contractual conditions and transparency requirements, including information on tariffs and service conditions, prior to contract conclusion.</p>









<p>SERC Bosnia and Herzegovina</p> 	<p>In the Brčko District, SERC’s role is primarily indirect; it ensures that the "General Conditions for Electricity Supply" are publicly available so that consumers can understand their rights before contacting the public supplier, Komunalno Brčko.</p>
<p>FERK Bosnia and Herzegovina</p> 	<p>FERK’s oversight is concentrated on the approval of the "General Conditions," which dictate how suppliers must interact with customers; however, the specific pre-contractual negotiation remains a bilateral process between the DSO/Supplier and the applicant based on the power permit.</p>
<p>RAAEY Greece</p> 	<p>RAAEY has implemented a leading best practice by mandating a standardized "Supply Offer Request" template through Decision 389/2022. This ensures that suppliers provide all essential information—including offer duration, termination fees, and billing frequency—in a format that allows consumers to conduct an "apples-to-apples" comparison.</p>
<p>MEKH Hungary</p> 	<p>The Hungarian regulator focuses its pre-contractual jurisdiction on verifying that suppliers include all legally required information in their public offers, ensuring that consumers are aware of their right to switch and the specific terms of the "Universal Service" if applicable.</p>
<p>PUC Latvia</p> 	<p>The Public Utilities Commission monitors compliance with regulatory requirements, including (in a case of households) whether terms of the contracts do not differ from the terms of the offer provided to the household consumer.</p>
<p>NERC Lithuania</p> 	<p>NERC exercises a supervisory role, monitoring whether suppliers fulfill their legal obligations to provide consumers with a copy of the draft contract terms and a clear explanation of the price mechanism before any signature is required.</p>
<p>ANRE Moldova</p> 	<p>Following Energy Community principles, ANRE requires suppliers to provide a standardized set of information before contract conclusion, including details on the quality of service levels and the specific administrative procedures for filing a complaint.</p>
<p>ERC North Macedonia</p> 	<p>Prior to conclusion of the electricity supply contract, the supplier must provide to the customer, in a timely manner, a copy of the checklist for customer. Such checklist must contain practical information relating to customer rights in the energy field presented in a clear and unambiguous way that will not cause confusion or mislead the customer when choosing to conclude or terminate or continue an existing supply contract. The form and the content of the checklist is approved by the ERC and suppliers are obliged to publish the checklist on their websites.</p>

URE Poland	The Energy Law Act requires suppliers targeting household and micro-enterprise segments to publish their offers online and provide them to the regulator. URE publish these offers.
	
ANRE Romania	ANRE provides a comprehensive regulatory framework for the pre-contractual phase, including the operation of an official "Price Comparison Tool" and mandatory "Information Sheets" that suppliers must present to customers before they sign a liberalized market contract.
	

3.2. CONTRACT TEMPLATES AND MODEL TERMS

The question of whether an NRA should provide a mandatory contract template is a central debate in energy regulation, pitting the need for "standardization" against the desire for "market innovation". From a legal perspective, mandatory templates provide a "Safe Harbor" for consumers, ensuring that they are not subject to unfair "small print" or abusive clauses, such as excessive termination fees or unilateral price hikes. Conversely, in highly competitive markets, NRAs often prefer to define "Minimum Mandatory Elements" rather than full templates, allowing suppliers to differentiate their products through innovative service level agreements or bundled digital services. This section analyzes the diverse approaches within ERRA, distinguishing between jurisdictions that utilize "Mandatory Model Contracts" and those that rely on "Regulatory Frameworks" to guide private drafting. For EU Member States, the focus is typically on ensuring compliance with Annex I of Directive 2019/944, which lists specific items that must be in a contract, such as the supplier's identity, the services provided, and the dispute settlement methods.

CREG Algeria	CREG utilizes a highly prescriptive model, publishing mandatory standard contract templates for all low-voltage and low-pressure consumers. These templates are established by CREG's decision, in accordance with the provisions of the Executive Decree, and any modification requires CREG's approval.
	
AERA Azerbaijan	In Azerbaijan, the contractual relationship is governed by mandatory standard conditions defined in the national "Rules for the Use of Electric Energy." These rules serve as a "de facto" model contract that all suppliers must implement without deviation.
	
SERC Bosnia and Herzegovina	SERC does not provide a verbatim template but instead approves the "General Conditions" which contain the "Standard Terms of the Contract," which the supplier then transcribes into their individual customer agreements.
	
FERK Bosnia and Herzegovina	FERK follows a similar path to SERC, focusing on the approval of the general regulatory framework rather than providing a word-for-word template, although the mandatory elements are strictly defined in secondary legislation.
	

RAAEY Greece 	<p>RAAEY mandates standardized templates for supply offers and consumption bills in order to ensure a clear distinction between supply-related costs and regulated charges, and to guarantee that a minimum set of essential information is consistently included both in the contract and in billing documents.</p>
MEKH Hungary 	<p>MEKH does not issue templates but instead exercises oversight through the approval of each supplier's "Commercial Code." These codes must reflect the mandatory protections of the Hungarian Electricity Act, creating a "regulated freedom" for contract drafting.</p>
PUC Latvia 	<p>The Public Utilities Commission does not set a template for the contracts, but it does ensure that the requirements set forth in the Regulations Regarding the Trade and Use of Electricity in such contracts are met.</p>
NERC Lithuania 	<p>While NERC itself does not draft the template, it enforces the "Description of Standard Terms and Conditions" approved by the Ministry of Energy, which is mandatory for all household supply contracts and ensures high levels of consumer protection.</p>
ANRE Moldova 	<p>ANRE provides mandatory "Model Contracts" specifically for Universal Service and Last Resort supply. For competitive market contracts, the regulator provides a list of "Mandatory Clauses" that must be inserted verbatim into the supplier's drafts.</p>
ERC North Macedonia 	<p>The ERC does not provide a physical template but utilizes a "Detailed Mandatory Elements" approach. Suppliers must submit their draft check lists for customers to the ERC for review to ensure every mandatory regulatory protection is present before the contracts are offered to the public.</p>
URE Poland 	<p>Poland represents a "Supervisory Model" where the NRA does not provide templates. The Energy Law lists the required content of a contract, and URE intervenes only if those contracts are found to contain "abusive clauses" or violate competition law (such cases are transferred to UOKiK, in accordance with the division of competences).</p>
ANRE Romania 	<p>ANRE maintains mandatory templates for regulated segments (Last Resort) while providing a "List of Mandatory Elements" for the competitive market. This hybrid approach ensures a safety net for those who haven't switched while allowing flexibility for market-based offers.</p>

CASE STUDY: ALGERIA | MANDATORY CONTRACT TEMPLATE

In Algeria, legislative framework – in force in since 2010 – empowers the NRA to publish standard contract templates for all types of customers, that suppliers/ distributors (as in Algeria supply and distribution is not unbundled) are legally required to use. The purpose of establishing the mandatory template model was ensure uniformity and transparency among suppliers, provide consumers an easy to understand format regardless in which part of the country they live, and to ensure a high level of consumer protection. The templates developed by the NRA are to be used for both electricity and natural gas, for household and small non-household consumers (low voltage and low pressure consumers).

Documents to be provided:

- Copy of identity document (National Identity Card, driver's license or Passport)
- Legal proof of occupation of the premises (deed of ownership, rental lease, assignment decision, etc.)
- Commercial, professional or artisanal activity certificate (for non-residential energy uses)

Energy type:

- Electricity
- Gaz, or
- Both

Applicant identification:

- Name & First name or company name.
- Legal status
- Adress, phone number, Email ... etc.

Client identification:

- same informations filled in the Applicant identification's box.
- in case the where the client is another person than the applicant, these informations must be filled again with the client's details.

Nature of connection location:

- Individual housing
- Collective housing
- Commercial premises
- Other : ...

Location of connection place

استمارة طلب التزويد

FORMULAIRE DE DEMANDE DE FOURNITURE

DOCUMENTS A FOURNIR

Pour bénéficier de la fourniture en énergie vous êtes prié de soumettre les documents ci-après :

- Copie de la pièce d'identité (Carte Nationale Identité, permis de conduire ou Passeport).
- Justificatif légal d'occupation du lieu (acte de propriété, bail de location, décision d'affectation, etc...).
- Titre d'activité commerciale, professionnelle ou artisanale etc (pour les usages non ménagers de l'énergie).

• نسخة من بطاقة الهوية الوطنية (بطاقة التعريف الوطنية، رخصة السيادة أو جواز السفر).

• إثبات قانوني لشغل المكان (عقد ملكية، عقد إيجار، قرار تعيين مسكن، ... الخ).

• نسخة من مستخرج السجل التجاري، بطاقة المهني أو الحرفي، وما إلى ذلك (للاستخدامات غير المنزلية لتغطية).

B) PARTIE RACCORDEMENT بيانات الجزء المتعلق بالترتيب

B-1) TYPE D'ENERGIE (S) نوع الطاقة

Veuillez renseigner les informations suivantes :

تزوّدكم من هذه الخدمات التالية

الطاقة : غاز كهرباء Électricité

B-2) IDENTIFICATION DU DEMANDEUR تحديد هوية مقدم الطلب

Nom & Prénom / Raison Sociale : اللقب والاسم / اسم الشركة

Statut Juridique : الصفة القانونية

Adresse : العنوان

Téléphone / Fax : et/ou Mobile هاتف / فاكس : و/أو النقال

Email : البريد الإلكتروني

N° Registre Commerce : رقم السجل التجاري

N° Identification statistique : رقم التعريف الإحصائي

B-3) IDENTIFICATION DU CLIENT ب-3 تحديد هوية الزبون

(A ne renseigner que dans le cas où le client est différent du demandeur du raccordement) (يملأ في حالة ما إذا كان الزبون النهائي ليس هو طالب الربط)

Nom & Prénom / Raison Sociale : اللقب والاسم / اسم الشركة

Adresse : العنوان

Téléphone fixe / Fax : et/ou Mobile هاتف / فاكس : و/أو النقال

Email : البريد الإلكتروني

N° Registre de Commerce : رقم السجل التجاري

N° Identification statistique : رقم التعريف الإحصائي

B-4) Nature du lieu de raccordement ب-4 طبيعة مكان التزويد

Logement individuel سكن فردي Logement collectif سكن جماعي

Local à usage commercial محل لوظائف تجارية Autres (A préciser), حالات أخرى (لتفصيل)

B-5) LOCALISATION DU LIEU DE RACCORDEMENT ب-5 عنوان مكان الربط

.....

.....

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Technical specifications:

For Electricity :

- Type of Connection Requested : Single-phase (220V) or Three-phase (380V)
- Power available : 6 kW, 12 kW, 20 kW, 40 kW.
- Circuit breaker (yes or no)
- Tarif requested (51, 52, 53, 54)
- Tatiff type : Household, non household.
- Desired connection date.

For Gas

- Flow Rate Made Available (m³/h): 6 m³/h, 10 m³/h, 25 m³/h or 40 m³/h.
- Tariff Type: Residential (23M) or Non-Residential (23NM).
- Desired connection date.

Billing address

Reserved for Reception Desk (Legal in charge of Commercial Agency)

Date of Receipt:
Event No:
Reference: Client No: (In case of second energy)

C) PRÉCISIONS TECHNIQUES		ج) التفاصيل التقنية	
C-1) ÉLECTRICITÉ / ج-1) الكهرباء			
Type de raccordement demandé :		نوع الربط المطلوب:	
Monophasé (220 V) : <input type="checkbox"/>		أحادي الطور (220 فولت) : <input type="checkbox"/>	
Puissance mise à disposition :	<input type="checkbox"/> 6 kW <input type="checkbox"/> 12 kW	القدرة الموضوعة تحت التصريف:	
Triphasé (380V) : <input type="checkbox"/>		ثلاث الطور (380 فولت) : <input type="checkbox"/>	
Puissance mise à disposition :	<input type="checkbox"/> 20 kW <input type="checkbox"/> 40 kW	القدرة الموضوعة تحت التصريف:	
Fourniture de disjoncteur :	Oui <input type="checkbox"/> Non <input type="checkbox"/>	التوريد بالقاطع:	
Tarif souhaité :	54 <input type="checkbox"/> 53 <input type="checkbox"/> 52 <input type="checkbox"/> 51 <input type="checkbox"/>	التعرفة المطلوب:	
Type Tarif :	Non Ménage (NM) <input type="checkbox"/> Ménage (M) <input type="checkbox"/>	نوع التعرفة:	
Date souhaitée pour le raccordement :		تاريخ الربط المطلوب فيه :	
Le PMD de 60kW et 80kW pourraient être accordés à titre exceptionnel conformément à la réglementation en vigueur.			
C-2) Gaz / ج-2) الغاز			
Débit mis à disposition (m³/h) :		التدفق الموضوعة تحت التصريف :	
<input type="checkbox"/> 6 <input type="checkbox"/> 10 <input type="checkbox"/> 25 <input type="checkbox"/> 40			
Type Tarif : Non Ménage (23NM) <input type="checkbox"/> Ménage (23M) <input type="checkbox"/>		نوع التعرفة : <input type="checkbox"/> منزلية <input type="checkbox"/> غير منزلية	
Date souhaitée pour le raccordement :		تاريخ الربط المطلوب فيه :	
C-3) ADRESSE DE RECEPTION DE LA FACTURE			
Je souhaite recevoir ma facture d'énergie à l'adresse suivante :			
أود أن تلقى فاتورة الطاقة الخاصة بي على العنوان التالي :			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Cadre réservé à l'accueil (شبكة مخصصة للاستهلاك المنزلي)</p> <p>Date recevabilité de la demande : التاريخ استلام الطلب</p> <p>N° Evénement : رقم الحدث</p> <p>Référence : المرجع</p> <p>N° Client : رقم الزبون</p> <p>(Dans le cas de la deuxième énergie)</p> <p>Signature: (في حالة طاقة ثانية)</p> <p>الأصضاء</p> <p>Signature du demandeur</p> <p>إمضاء طالب الربط</p> <p>Fait à : Le :</p> </div>			
<p>Important : Le distributeur est tenu de veiller à remettre ce formulaire accompagné des conditions générales, à tout client. Dans le cas où le demandeur est le client, ce dernier procède à la signature des deux parties du formulaire dès paiement du devis.</p> <p>في حالة وجود العميل مع الموزع على تقديم هذه الاستمارة مع الشروط العامة إلى أي زبون، في حالة ما إذا كان مقدم الطلب هو الزبون، يقوم هذا الأخير بتوقيع نموذج الطلب مع طرفه بموجب استمارة الطلب.</p> <p>في حالة تسليم مقدم الطلب من الزبون، يقوم هذا الأخير بتوقيع نموذج الطلب مع طرفه حسب الحالة:</p> <ul style="list-style-type: none"> • دفع مساهمات يمتد إلى استلام الفاتورة الخاصة بالطلب من الزبون العامة أو • الصورتان الجماعية التي تم توقيعها. • يد على طلب زبون جديد، فوري للتسجيل في حالة الطاقة المنزلية، جميع الترخيص • عند أول عملية فاتورة استهلاك الطاقة لا يكون المعداد مبرك والمبلغ من قبل الموزع 			

General terms and conditions

- Article 1 – Purpose
- Article 2 – Definitions
- Article 3 – Connection Deadline
- Article 4 – Metering Devices
- Article 5 – Indoor Installation
- Article 6 – Supply Continuity
- Article 7 – Modifications
- Article 8 – Meter Verification
- Article 9 – Customer Verification Rights
- Article 10 – Energy Use
- Article 11 – Fraud Detection
- Article 12 – Information Obligations
- Article 13 – Compensation
- Article 14 – Billing
- Article 15 – Non-Payment
- Article 16 – Billing Disputes
- Article 17 – Dispute Resolution
- Article 18 – Contract Assignment
- Article 19 – Contract Modification
- Article 20 – Contract Suspension
- Article 21 – Contract Duration

Conditions générales	الشروط العامة
<p>A1.1. Les présentes conditions générales ont pour objet de fixer les conditions techniques, juridiques et financières auxquelles le Distributeur s'engage à fournir de l'énergie électrique au client, en vertu de la réglementation en vigueur.</p> <p>A1.2. L'installation intérieure basse tension : L'installation intérieure commence immédiatement à l'arrêt des bornes de sortie du compteur ou aux bornes amont du disjoncteur du client, en cas de regroupement de compteurs.</p> <p>A1.3. L'installation intérieure basse tension : L'installation intérieure du client commence immédiatement au raccord de sortie du compteur. En cas de regroupement de compteurs, la limite se situe au cabinet d'arrêt de l'installation du client.</p> <p>A1.4. Les dispositifs de comptage sont fournis par le distributeur, posés et plombés par ses soins et sont protégés. Les révisions des compteurs sont effectuées aux dépens de l'abonné par le fait du client soit à sa charge.</p> <p>A1.5. L'installation intérieure est réalisée et entretenue par le client et à ses frais. Elle est en conformité avec les normes techniques et de sécurité en vigueur de l'art en vigueur. Le Distributeur est autorisé, avant sa mise en service ou ultérieurement à tout moment, à vérifier l'installation intérieure du client.</p> <p>A1.6. Si l'installation est réalisée non conforme par le client ou si le client s'oppose à sa réalisation, le Distributeur peut refuser d'effectuer la fourniture d'énergie ou de gas de procéder à l'intervention de la fourniture.</p> <p>A1.7. Le Distributeur est tenu de faire l'entretien rétro du gaz en permanence, à l'exception des interventions pouvant survenir à la suite d'incidents, interventions et cas de force majeure. Le distributeur a la faculté de réduire ou d'interrompre la fourniture pour procéder à des travaux d'entretien, de réparation éventuelle ou de remplacement du matériel ou encore pour des motifs de sécurité en raison de travaux effectués à proximité des ouvrages.</p> <p>A1.8. A l'exception des situations d'urgence et de sauvegarde des systèmes électriques et gaziers, les dates et heures de ces interruptions seront portées, au 15 jour à l'avance au moins à la consommation des abonnés, par un avis électronique et éventuellement par une notification individuelle.</p> <p>A1.9. Les modifications, les modifications ou suppression de branchement d'équipements restent réservées par des travaux, soit à la charge de celui qui les fait ou de la demande.</p> <p>A1.10. Les dispositifs de comptage et leurs accessoires sont posés, étiquetés sous frais du client, selon les indications du distributeur et plombés par ses soins.</p> <p>A1.11. Le distributeur pourra procéder à la vérification des appareils sans préavis quel qu'il soit, sans que ces vérifications donnent lieu, à son profit, à une réclamation pour le client.</p> <p>A1.12. En cas de défaillance avérée des dispositifs de comptage, le distributeur procédera à leur changement pendant le cycle de facturation, sans facturation, le cas échéant, de l'énergie non comptabilisée ou comptabilisée à tort, sur une durée ne dépassant pas un cycle de facturation.</p> <p>A1.13. Le client peut demander la vérification des dispositifs de comptage par un expert désigné d'un commun accord avec le Distributeur. Les frais de vérification ne sont à la charge du client que si le comptage est reconnu exact, dans la limite de la balance réglementaire ou si le défaut d'exactitude constaté est à son profit.</p> <p>A1.14. Le client utilise l'énergie électrique au gaz sous réserve que le distributeur maintienne pour ses besoins propres, et ne peut être rétrocessé à des tiers à quelque titre que ce soit, sans l'autorisation préalable et expresse du distributeur, qui en fixe les conditions. Quel que soit le type d'installation, l'énergie électrique ou gaz est destinée au compte et à l'usage par type d'usage.</p> <p>A1.15. Lorsque le distributeur relève, une anomalie du dispositif de comptage ou l'existence d'un branchement illégitime sur son réseau, il en informe selon le cas, le client concerné ou le détenteur du branchement illégitime.</p> <p>A1.16. Dans le cas où l'installation est soumise à une restriction facultative basée sur le dispositif de comptage par le client, le distributeur est tenu de remettre un concordat d'installation du client en lieu et place après constatation de la fraude.</p> <p>A1.17. Dans le cas de fraude à l'énergie ou au gaz, le distributeur est tenu de déposer immédiatement le branchement concerné, après constatation de la fraude. Dans les deux cas, le distributeur doit aviser le réseau au règlement amiable, avec la facturation de l'énergie soustraite à défaut de son abaissement. Le distributeur doit déposer une plainte devant la juridiction territorialement compétente. La détermination de l'énergie soustraite obéit à la procédure en vigueur.</p> <p>A1.18. Le Distributeur s'engage à fournir l'électricité rétro le gaz au tarif choisi par le client. Il doit informer le client sur ses droits et obligations, facturation et autres prestations, modes de paiement.</p> <p>A1.19. Pour plus d'informations, le client est prié de consulter les sites Web du distributeur et de la Commission de Régulation de l'Électricité et du Gaz.</p> <p>A1.20. En cas de dommages survenant sur les appareils électriques du client suite à une perturbation du courant électrique, ce dernier pourra émettre une réclamation. Il doit se présenter auprès des services de son distributeur, muni de la dernière facture ou de la dernière facture, pour déclarer le sinistre, dans un délai ne dépassant pas 90 jours.</p>	<p>المادة 1: الغرض من هذه الشروط العامة وضع الشروط الاقتصادية، التقنية والقانونية التي من خلالها يتعهد الموزع على تزويد الزبون بالطاقة الكهربائية والغاز الخاصة به حسب التعرفة المقتضية في حدود القدرة التقني التي تم اختيارها من قبل الزبون.</p> <p>المادة 2: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 3: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 4: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 5: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 6: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 7: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 8: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 9: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 10: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 11: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 12: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 13: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 14: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 15: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 16: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 17: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 18: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 19: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 20: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p> <p>المادة 21: يتم تسليم الجهاز الكهربائي من قبل الموزع، ويتم تركيبه وتثبيته بواسطة الموزع، وذلك في حالة الطاقة المنزلية، وذلك في جميع الحالات.</p>

Client's signature

Director of the Commercial Agency's signature

المادة 14: يكون استهلاك الكهرباء والغاز موضوع فواتير فورية، يؤدي إلى إصدار فواتير يجب أن يشمل فريدة من أرقام في السنة.

في حالة عدم إمكانية فريدة الاستهلاك لعاملين ما أو استحالة الوصول إلى أجهزة القياس، وبعد إشعار يتم به إخطار الزبون الذي يقر باستلامه، أو بوجود عيب في العداد، يقوم المزود باستئذان واستبدال الفواتير بالقياس العرقي حيث يحسب على أساس أجراء صيانة، والذي لا يمكن أن يتجاوز دواين الفوترة، عندما يكون الضرر الذي يلحق بأجهزة القياس من مسؤولية المزود.

في حالة عدم تمكن المزود من فريدة العداد، يمكن للزبون تقديم فريدة ذاتية الصورت، لتجنب ارتكاب الاستهلاك.

المادة 15: في حالة عدم تسديد المبالغ المستحقة، يقوم المزود بتعليق التزويد بالتغذية الكهربائية والتعليق دون إشعار مسبق للزبون، بعد 15 (خمس عشرة) يوماً من تقديم الفاتورة لتوقف وإعادة التزويد، بعد دفع المبلغ على طرفي الحسابات ذات الصلة.

المادة 16: في حالة وجود نزاع على الفاتورة، فإن الزبون غير ملزم بتسديدها، خلال فترة التحليل في النزاع.

عندما يثبت أن النزاع من أصل صحيح، يتخذ على المزود إجراء تعديلات على الفاتورة أو الفواتير المتنازع عليها.

في حالة قوت صحة الفاتورة، يتعين على الزبون دفع التكاليف ذات الصلة.

في حالة حدوث خطأ في الفوترة، لأسباب من الأسباب:

- يمكن للزبون الاعتراض بآر دفع على الفوترة، لمدة الصاعدا خمس (5) سنوات.
- يمكن للزبون مطالبة الزبون بتسديد الاستهلاكات السابقة بآر دفع، لمدة الصاعدا ثلاث (3) سنوات والتي قدما في تسديدها، يتم احتساب التعميل وفقاً للتعريفات الواردة في الفواتير التي تم فيه استهلاك كميات الطاقة.

المادة 17: أي نزاع ينشأ عن التسليم وتأخر تنفيذ هذا العقد سيخضع لإجراء مصالحة ودية لا يستبعد هذا الإجراء استخدام الخبراء المعينين من قبل الأطراف لمساعدة في حالة فشل إجراءات المصالحة الودية، وبعد استنفاد جميع سبل التعميل، بما في ذلك الإزالة في لجنة صيد الكهرباء والغاز، يتم رفع النزاع إلى المحكمة المختصة.

المادة 18: يلتزم أي اشتدال أو نقل لهذا العقد، صانعاً للاتفاق كتابي مسبق من المزود، وإلا وفق المزود يتم إبرام تعديل على هذا العقد بين هذا الأخير والمحال إليه.

المادة 19: أي تعديل لهذا العقد يخضع لمصادقة خطية، موقعة من قبل الطرفين.

المادة 20: يمكن إنهاء هذا العقد في حالة إخلال أحد الطرفين بامتناع الإلتزامات التعاقدية، أولى حالة قوة فورية، جميع التكاليف الناتجة بنحتها الطرف المتضرر.

المادة 21: يخضع هذا العقد للتطبيق بحسب توحيده وبتسديد التكاليف المطلوبة مدة هذا العقد لإلزام من سنة واحدة ويتم تعديده بموجب اتفاق هدي.

تتم نسخة من هذه الإلزامات وهذه الشروط العامة إلى الزبون.

Lu et approuvé
A Le
Le Client

Fait en double exemplaire
A Le
Le Directeur de l'Agence Commerciale

تمت قرأتها والموافقة عليها
في يوم
الزبون

حورت من نسختين
في يوم
مدير الوكالة التجارية

CASE STUDY: GREECE 1 | COLOUR CODING FOR DIFFERENT TYPES OF CONTRACTS

In 2023, RAAEY introduced a colour-coded system for retail electricity products. The colour-coded system is essentially a transparency label. A colour is assigned to each group of products- blue for fixed-term fixed price products, yellow for variable products and orange for dynamic products. In this way consumers can immediately understand the basic nature of the product without needing to go through complex contractual details. This way consumers can decide easier to pick the contract most suitable for them, balancing between potential benefit. In practice, this proved very effective, as it turned complex information into something simple, intuitive and visual.

INTRODUCING COLOUR CODING



GREEN
REGULATED VARIABLE PRICE

YELLOW
VARIABLE PRICE

BLUE
FIXED PRICE

ORANGE
DYNAMIC PRICE

GREEN
REGULATED VARIABLE PRICE PRODUCT

- Duration: 12-month period
- Standing Charge (€/month) can change every month, 5 €/month is max
- Energy Price (€/kWh) is variable and changes every month according to the wholesale market.
- The equation that links the wholesale market to the retail price can be altered
- No Early Termination fees allowed

BLUE
FIXED-TERM FIXED PRICE PRODUCT

- Duration: 12-month period
- Standing Charge (€/month) is fixed for 12 months
- Energy Price (€/kWh) is fixed for 12 months
- Obligation for Supplier to keep the price fixed and no possibility of changing the price. We have only accepted price alternations that are on favor of consumers – price reductions
- Early Termination fees apply

YELLOW
VARIABLE PRICE PRODUCT

- Duration: 12-month period
- Standing Charge (€/month) is fixed for 12 months
- Energy Price (€/kWh) is variable and changes every month according to the wholesale market
- Obligation for supplier to keep the pricing methodology fixed for 12 months
- The supplier can alter the pricing methodology only by informing the consumer through a personal notification two months in advance
- No Early Termination fees allowed

ORANGE
DYNAMIC PRICE PRODUCT

- Duration: 12-month period
- Standing Charge (€/month) is fixed for 12 months
- A smart meter is required, capable of recording consumption at intervals of up to 60 minutes.
- The supply price is dynamic and may vary up to hourly, reflecting wholesale spot market prices. Suppliers must publish the next day's hourly prices by 17:00 on the previous day and issue alerts for very high price periods.
- No Early Termination fees allowed.

CASE STUDY: GREECE 2 | SUPPLY CONTRACT TEMPLATES BY EACH COLOUR CODE

The Greek mandatory supply offer template system for low voltage consumers was introduced in 2022. The template includes a set of mandatory elements, which may be complemented by additional items defined by the suppliers. As offers became standardized, contracts followed the same structure given that offers are required to contain the key contractual elements. The Greek template is easy to use and understand and is addressed to low voltage consumers, the majority of whom are household and small non-household consumers. A key characteristic of such consumers is their limited knowledge of how the energy market operates, as well as their lack of interest in acquiring such expertise. They primarily seek a simple transparent way to secure an essential service. With this in mind, RAAEY developed the template in order to support informed choice and maintain trust in the retail energy market.

Template Application Form for Electricity Supply Offer LV (Low Voltage)

APPLICATION FOR ELECTRICITY SUPPLY OFFER
FOR LOW VOLTAGE CUSTOMERS

CONTRACTOR NO.#: _____
SALESPERSON NAME: _____

CUSTOMER INFORMATION

CUSTOMER/COMPANY NAME

CONTACT DETAILS

ADDRESS:....., POSTAL CODE:....., CITY:....., E-MAIL:.....

IDENTIFICATION DETAILS

ID No.:....., VAT No.:....., TAX OFFICE:.....

SUPPLY POINT INFORMATION

SUPPLY NUMBER	12345678
SUPPLY CATEGORY	Residential / Business / Shared (Common Area)
SUPPLY ADDRESS / GEOSPATIOAL MARKER	Property Address or Google Maps location (where no address exists)
METER READING	Daily / Bizonal / Hourly
PHASES & SUPPLY CAPACITY	e.g. Single-Phase – 8 kVA / Three-Phase – 25 kVA

OFFER CONTRACT IDENTIFICATION

APPLICATION SUBMISSION DATE AND METHOD	e.g. 30.11.2025 – Digitally via website / In-Person at store
SUPPLY OFFER NAME	As named by the supplier and declared to NRA

SUPPLY OFFER TYPE	FIXED / VARIABLE EX-POST / VARIABLE EX-ANTE / REGULATED / DYNAMIC / FLEXIBLE
ADJUSTMENT CLAUSE	YES / NO (if yes, applies if there is a clause even for one day of the contract duration)
SPECIFIC SUPPLY OFFER CHARACTERISTICS	Brief layout
EXTRA TERMS NON-RELATED TO ELECTRICITY SUPPLY	The Customer and the Supplier may agree on the provision of additional services or the application of additional terms that have an energy-related nature. In this case, according to Article 24 of the Electricity Supply Code, an additional provision may be included in the Supply Contract. This form includes a concise description of the additional energy-related services or terms. If the Supplier and the Customer agree on the provision of additional services or the application of additional terms that are not energy-related, a separate contract is signed.
MINIMUM DURATION OF CHARGE AMOUNT VALIDITY	The charge may be modified from the 6 th month or after written individual notification from the company, which is provided at least 60 days before the charge change, based on the provisions of the Electricity Code

1. STANDING CHARGE	YES / NO - € per month/30 days (e.g. 5 €/month)
2. CONSUMPTION CHARGE	e.g. 0.150 €/kWh (fixed) / a * (wholesale mark) + b / scalable €/kWh based on consumption level
3. MISC. CHARGES	YES / NO
4. DISCOUNTS	YES / NO

CONTRACT DURATION	Duration in months (e.g. 12 months)
BILL ISSUANCE	Every 1 month / 2 months / 4 months
APPLICABLE FOR VULNERABLE CUSTOMERS	YES / NO
EARLY TERMINATION FEE	YES / NO (This field appears only for strictly Fixed Price and Fixed-Term contracts)
GUARANTEE	Amount (€)

ANALYSIS OF OFFERED CONTRACT CHARGES

SPECIFIC SUPPLY OFFER CHARACTERISTICS	e.g. scalable charge , combination of fixed and variable charge example
SPECIFIC SUPPLY OFFER CHARACTERISTICS	The standing charge is ... €/month
FIXED CHARGE VARIABLE CHARGE DYNAMIC CHARGE	The Fixed Supply Charge is ... €/kWh or ... €/year or ... €/month The Variable Supply Charge per kWh is based on the wholesale price index and calculate with the following formula [...]
MISC. CHARGES	Charge: , calculated by
MISC. CHARGES	Discount: , calculated by

EXAMPLE OF VARIABLE CHARGE FLUCTUATION :

See below, indicative examples of the **VARIABLE CHARGE** could take, based on the historical data of the past 3 months

A.	Highest Price of the Year	Lowest Price of the Year	Average Price
	€/kWh	€/kWh	kWh
B.	Price of Month-1	Price of Month-2	Price of Month-3
	€/kWh	€/kWh	kWh

FINAL PRICING IS DETERMINED BY ALL THE ABOVE CHARGES

NOTE: Regulated Charges such as System Usage Charges (TSO), Network Usage Charges (DSO), Special Duty for the Reduction of Air Pollutant Emissions (renewables support levy), Public Service Obligations as well as Third Party Charges (e.g. municipal lighting fees, property levy fee, television license, other levies), duties of a legislative nature which appear on your bill are identical regardless of which supplier you choose

EXAMPLE OF SCALABLE PRICING

kWh	Price per kWh	kWh	Discount
0 - 150	... €	0 - 150	... %
151 - 300	... €	151 - 300	... %
301 - 500	... €	301 - 500	... %
501 +	... €	501 +	... %

EARLY TERMINATION FEE

MONTH 12	MONTH 11	MONTH 10	MONTH 9	MONTH 8	MONTH 7	MONTH 6
... €	... €	... €	... € - 10%	... € - 20%	... € - 30%	... € - 40%
MONTH 5	MONTH 4	MONTH 3	MONTH 2	MONTH 1	MONTH 0	
... € - 50%	... € - 60%	... € - 70%	... € - 80%	... € - 90%	... € - 100%	

SELLER SIGNATURE

CUSTOMER SIGNATURE

.....

.....

ANALYSIS OF OFFERED CONTRACT TERMS

GENERAL TERMS OF CONTRACT

(reference should be made to the terms with titles (one per line per term) and a link to the detailed printed text of the terms)

.....

PRODUCT SPECIFIC TERMS OF CONTRACT

(reference should be made to the terms with titles (one per line per term) and a link to the detailed printed text of the terms)

.....

ADDITIONAL TERMS NOT RELATED TO ELECRCITY SUPPLY

The Customer and the Supplier may agree on the provision of additional services or the application of additional terms that are energy-related. In case, according to [legal reference], an additional provision may be introduced into the Supply Contract. This form includes a brief description of the additional energy services/terms. In the event that the Supplier and the Customer agree on the provision of additional services or the application of additional terms that are non-energy-related, as separate contract is signed.

ACCEPTANCE OF TERMS – CONSENT DECLARATION

I wish my bill to be sent by:

Post e-mail an alternative method that includes confirmation of receipt

Consumers may choose one or more methods of bill delivery. Consumers receive their bill and invoicing information free of charge

In case of modification of the terms of this contract, I wish to be informed by a separate letter which will be sent to me:

by post by email Along with the bill, free of charge
By registered letter, with charge

I do not wish to be informed by a separate letter by the following methods, according to [legal reference]

by phone via a brief notification included in the Consumption Bill

CUSTOMER SIGNATURE

.....

I do not consent to the Supplier using my company name, distinctive titles, and trademarks for their own promotional purposes according to the law

NOTES :..... DATE

:.....CUSTOMER SIGNATURE.....

SELLER SIGNATURE

.....



Use the QR code to automatically compare your tariff to the NRA's Price Comparison Tool or visit www.energycost.gr

Following the implementation of colour coding as of January 1, 2024, and the expansion of the regulatory framework required by the introduction of Directive (EU) 2024/1711, which amended the Electricity Directive (EU) 2019/944, RAAEY also introduced templates for each individual supply product, tailored to the specific characteristics of each category.

Now also covering fixed, variable and dynamic supply products, the new contract templates are expected to be officially introduced to the market this year.

APPLICATION FOR ELECTRICITY SUPPLY OFFER /
SUPPLY CONTRACT FOR LOW VOLTAGE CUSTOMERS

PARTNER CODE:
SALESPERSON NAME:

VARIABLE REGULATED PRICING

CUSTOMER DETAILS

NAME / SURNAME

CONTACT DETAILS

ADDRESS ZIP CODE: CITY: TEL: E-MAIL:

IDENTIFICATION NUMBERS

ID CARD NUMBER: VAT NUMBER: TAX REGISTRY:

SUPPLY POINT DETAILS

SUPPLY NUMBER	12345678
SUPPLY CATEGORY	Household / Non-Household / Communal
SUPPLY ADDRESS	Property address
METERING	Daily / Daily & Time of Use / Hourly
PHASES & SUPPLY CAPACITY	e.g., Single-phase -8 kVA

SUMMARY OF SUPPLY CONTRACT PRICING TERMS

SUPPLY PRODUCT NAME	As named by the supplier and declared to RAAEY
PRODUCT CATEGORY	VARIABLE (REGULATED) PRICING
COLOUR MARKING	GREEN
SPECIAL PRODUCT FEATURES	e.g. Variable Charge linked to the Day-Ahead Market DAM Monthly Market Clearing Price (MCP) + with adjustment mechanism
ABILITY TO MODIFY CONTRACT PRICING TERMS	Pricing terms may be amended monthly.
1. STANDING CHARGE	YES/NO Maximum 5 €/month
2. SUPPLY PRICE	The calculation method for the Final Supply Price is as follows: Base Supply Price + Adjustment Mechanism The Adjustment Mechanism is linked to the MCP (Market Clearing Price): When $MCPM-1 < LI$ = Adjustment Mechanism = $\alpha * (MCPM-1 - LI) + \beta$ When $LI \leq MCPM-1 \leq Lu$ = Adjustment Mechanism = 0 When $MCPM-1 > Lu$ = Adjustment Mechanism = $\alpha * (MCPM-1 - Lu) + \beta$ Lu = Freely defined by the supplier LI = Freely defined by the supplier α = Freely defined by the supplier $\beta = \alpha * (MCPM-1 - MCPM-2)$
3. DISCOUNTS	YES/NO
PRODUCT TO WHICH THE CUSTOMER REVERTS AFTER CONTRACT EXPIRATION	Variable Supply Product (With reference to the pricing method)
EARLY TERMINATION FEES	NO
CONTRACT DURATION	Duration in Months (e.g. 12 months)
BILL ISSUANCE	Every Month
GUARANTEE	Amount (€)



Use the QR code to compare your tariff on the RAAEY Price Comparison Tool at www.energycost.gr

GENERAL & SPECIAL CONTRACT TERMS

Here are attached the general terms of the supply contract regarding supply terms for all products with the same characteristics offered to this specific customer category

(e.g., General terms of fixed tariffs for domestic customers)

.....
.....
.....

SPECIAL CONTRACT PRICING TERMS

Here, a reference is made to the special pricing terms of each specific product

.....
.....
.....

ADDITIONAL TERMS NOT CONCERNING ELECTRICITY SUPPLY

The Customer and the Supplier may agree on the provision of additional services or the application of additional terms of an energy nature. In this case, according to article 24 of the Electricity Supply Code, an additional provision may be introduced into the Supply Contract. This form includes the description of the additional energy services/terms.

(In the event that the Supplier and the Customer agree on the provision of additional services or the application of additional terms of a non-energy nature, a separate contract is signed)

ACCEPTANCE OF TERMS - CUSTOMER DECLARATION OF CONSENT

I wish my bills to be sent:

By Post [...], By e-mail [...], By alternative means including confirmation of receipt [...]

The pricing terms of this contract cannot be modified.

In the event of modification of other terms of this contract

(a) I wish to be informed by a separate letter which will be sent to me:

-By Post [...], By e-mail [...], Alongside the Bill [...], By SMS [...]

(b) I wish to be informed

-By Post [...], Via a short notice included in the Consumption Bill [...]

Customer Signature:

Date:

Customer Signature:

Representative Signature:

APPLICATION FOR ELECTRICITY SUPPLY OFFER /
SUPPLY CONTRACT FOR LOW VOLTAGE CUSTOMERS

PARTNER CODE:
SALESPERSON NAME:

FIXED PRICE/TERM

CUSTOMER DETAILS

NAME / SURNAME

CONTACT DETAILS

ADDRESS ZIP CODE: CITY: TEL: E-MAIL:

IDENTIFICATION NUMBERS

ID CARD NUMBER: VAT NUMBER: TAX REGISTRY:

SUPPLY POINT DETAILS

SUPPLY NUMBER	12345678
SUPPLY CATEGORY	Household / Non-Household / Communal
SUPPLY ADDRESS	Property address
METERING	Daily / Daily & Time of Use / Hourly
PHASES & SUPPLY CAPACITY	e.g., Single-phase -8 kVA

SUMMARY OF SUPPLY CONTRACT PRICING TERMS

SUPPLY PRODUCT NAME	As named by the supplier and declared to RAAEY
PRODUCT CATEGORY	FIXED TERM, FIXED PRICE
COLOUR MARKING	BLUE
SPECIAL PRODUCT FEATURES	e.g. Bi-Zonal Time of Use Pricing
ABILITY TO MODIFY CONTRACT PRICING TERMS	NO
1. STANDING CHARGE	€ / Month (e.g. 5€/month)
2. SUPPLY PRICE	Fixed (€/kWh)
3. DISCOUNTS	YES/NO (With analysis of the amount and type of discounts)
PRODUCT TO WHICH THE CUSTOMER REVERTS AFTER CONTRACT EXPIRATION	Variable Supply Product (With reference to the pricing method)
EARLY TERMINATION FEES	YES (With analysis)
CONTRACT DURATION	Duration in Months (e.g. 12 months)
BILL ISSUANCE	Every Month
GUARANTEE	Amount (€)

NOTE: The Regulated Charges (System Use Charges, Network Use Charges, ETMEAR, Public Service Obligations/YKO), as well as Third-Party Charges (Municipal Fees, Municipal Taxes, Real Estate Fee, ERT Fee, Other Charges based on legislation) that appear on your Bill, are the same regardless of who your Supplier is



Use the QR code to compare your tariff on the RAAEY Price Comparison Tool at www.energycost.gr

GENERAL & SPECIAL CONTRACT TERMS

Here are attached the general terms of the supply contract regarding supply terms for all products with the same characteristics offered to this specific customer category

(e.g., General terms of fixed tariffs for domestic customers)

.....
.....
.....

SPECIAL CONTRACT PRICING TERMS

Here, a reference is made to the special pricing terms of each specific product

.....
.....
.....

ADDITIONAL TERMS NOT CONCERNING ELECTRICITY SUPPLY

The Customer and the Supplier may agree on the provision of additional services or the application of additional terms of an energy nature. In this case, according to article 24 of the Electricity Supply Code, an additional provision may be introduced into the Supply Contract. This form includes the description of the additional energy services/terms.

(In the event that the Supplier and the Customer agree on the provision of additional services or the application of additional terms of a non-energy nature, a separate contract is signed)

ACCEPTANCE OF TERMS - CUSTOMER DECLARATION OF CONSENT

I wish my bills to be sent:

By Post [...], By e-mail [...], By alternative means including confirmation of receipt [...]

The pricing terms of this contract cannot be modified.

In the event of modification of other terms of this contract

(a) I wish to be informed by a separate letter which will be sent to me:

-By Post [...], By e-mail [...], Alongside the Bill [...], By SMS [...]

(b) I wish to be informed

-By Post [...], Via a short notice included in the Consumption Bill [...]

Customer Signature:

Date:

Customer Signature:

Representative Signature:

APPLICATION FOR ELECTRICITY SUPPLY OFFER /
SUPPLY CONTRACT FOR LOW VOLTAGE CUSTOMERS

PARTNER CODE:
SALESPERSON NAME:

VARIABLE PRICE

CUSTOMER DETAILS

NAME / SURNAME

CONTACT DETAILS

ADDRESS ZIP CODE: CITY: TEL: E-MAIL:

IDENTIFICATION NUMBERS

ID CARD NUMBER: VAT NUMBER: TAX REGISTRY:

SUPPLY POINT DETAILS

SUPPLY NUMBER	12345678
SUPPLY CATEGORY	Household / Non-Household / Communal
SUPPLY ADDRESS	Property address
METERING	Daily / Daily & Time of Use / Hourly
PHASES & SUPPLY CAPACITY	e.g., Single-phase -8 kVA

SUMMARY OF SUPPLY CONTRACT PRICING TERMS

SUPPLY PRODUCT NAME	As named by the supplier and declared to RAAEY
PRODUCT CATEGORY	VARIABLE PRICING
COLOUR MARKING	YELLOW
SPECIAL PRODUCT FEATURES	e.g. Variable Charge linked to the Day-Ahead Market DAM Monthly Market Clearing Price (MCP)
ABILITY TO MODIFY CONTRACT PRICING TERMS	Yes. The pricing terms may be modified from the 7th month of the contract's validity, provided that the customer has been notified 60 days prior to the implementation of the modification via a written individual notice.
1. STANDING CHARGE	€ / Month (e.g. 5€/month)
2. SUPPLY PRICE	With reference to the terms of the Variable charge, e.g.: A + B * MCP
3. DISCOUNTS	YES/NO
PRODUCT TO WHICH THE CUSTOMER REVERTS AFTER CONTRACT EXPIRATION	Variable Supply Product (With reference to the pricing method)
EARLY TERMINATION FEES	No
CONTRACT DURATION	Duration in Months (e.g. 12 months)
BILL ISSUANCE	Monthly
GUARANTEE	Amount (€)



Use the QR code to compare your tariff on the RAAEY Price Comparison Tool at www.energycost.gr

EXAMPLES OF VARIABLE PRICE FLUCTUATION:

See below for indicative examples of the values that the variable price could take

A.	Variable Price Highest Price during the previous year
	€/kWh
B.	Variable Price Lowest Price during the previous year
	€/kWh

NOTE: The Regulated Charges (System Use Charges, Network Use Charges, ETMEAR, Public Service Obligations/YKO), as well as Third-Party Charges (Municipal Fees, Municipal Taxes, Real Estate Fee, ERT Fee, Other Charges based on legislation) that appear on your Bill, are the same regardless of who your Supplier is.

GENERAL & SPECIAL CONTRACT TERMS

Here are attached the general terms of the supply contract regarding supply terms for all products with the same characteristics offered to this specific customer category

(e.g., General terms of fixed tariffs for domestic customers)

.....
.....
.....

SPECIAL CONTRACT PRICING TERMS

Here, a reference is made to the special pricing terms of each specific product

.....
.....
.....

ADDITIONAL TERMS NOT CONCERNING ELECTRICITY SUPPLY

The Customer and the Supplier may agree on the provision of additional services or the application of additional terms of an energy nature. In this case, according to article 24 of the Electricity Supply Code, an additional provision may be introduced into the Supply Contract. This form includes the description of the additional energy services/terms.

(In the event that the Supplier and the Customer agree on the provision of additional services or the application of additional terms of a non-energy nature, a separate contract is signed)

ACCEPTANCE OF TERMS - CUSTOMER DECLARATION OF CONSENT

I wish my bills to be sent:

By Post [...], By e-mail [...], By alternative means including confirmation of receipt [...]

The pricing terms of this contract cannot be modified.

In the event of modification of other terms of this contract

(a) I wish to be informed by a separate letter which will be sent to me:

-By Post [...], By e-mail [...], Alongside the Bill [...], By SMS [...]

(b) I wish to be informed

-By Post [...], Via a short notice included in the Consumption Bill [...]

Customer Signature:

Date:

Customer Signature:

Representative Signature:

**APPLICATION FOR ELECTRICITY SUPPLY OFFER /
SUPPLY CONTRACT FOR LOW VOLTAGE CUSTOMERS**

PARTNER CODE:
SALESPERSON NAME:

DYNAMIC PRICING

CUSTOMER DETAILS

NAME / SURNAME

CONTACT DETAILS

ADDRESS ZIP CODE: CITY: TEL: E-MAIL:

IDENTIFICATION NUMBERS

ID CARD NUMBER: VAT NUMBER: TAX REGISTRY:

SUPPLY POINT DETAILS

SUPPLY NUMBER	12345678
SUPPLY CATEGORY	Household / Non-Household / Communal
SUPPLY ADDRESS	Property address
METERING	Daily / Daily & Time of Use / Hourly
PHASES & SUPPLY CAPACITY	e.g., Single-phase -8 kVA

SUMMARY OF SUPPLY CONTRACT PRICING TERMS

PRODUCT CATEGORIES	As named by the supplier and declared to RAAEY
COLOUR MARKING	ORGANG
SPECIAL PRODUCT FEATURES	DYNAMIC E
ABILITY TO MODIFY CONTRACT PRICING TERMS	A) Installation of a Smart Meter is required. B) Hourly Price linked to the Day-Ahead Market Clearing Price.
1. STANDING CHARGE	NO
PRODUCT CATEGORIES	YES/NO € / Month (e.g. 5€/month)
2. SUPPLY PRICING (PRICING METHODOLOGY)	With reference to the terms of the Dynamic charge, e.g.: $A + B * MCP$
3. DISCOUNTS (STANDING CHARGE OR SUPPLY PRICING)	YES/NO
CONTRACT DURATION	12 Months
PRODUCT TO WHICH THE CUSTOMER REVERTS AFTER CONTRACT EXPIRATION	Variable Supply Product (With reference to the pricing method) or Dynamic Supply product with similar contract terms
EARLY TERMINATION FEES	NO
BILL ISSUANCE	Every Month (Only Clearing Bills)
GUARANTEE	Amount (€)



Use the QR code to compare your tariff on the RAAEY Price Comparison Tool at www.energycost.gr

EXAMPLES OF VARIABLE PRICE FLUCTUATION:

See below for indicative examples of the values that the variable price could take			
A.	Dynamic Price Highest Hourly Price during the previous year	C.	Dynamic Price Highest Hourly Price during the previous month
	€/kWh		€/kWh
A.	Dynamic Price Lowest Hourly Price during the previous year	D.	Dynamic Price Lowest Hourly Price during the previous month
	€/kWh		€/kWh
<p>NOTE: The Regulated Charges (System Use Charges, Network Use Charges, ETMEAR, Public Service Obligations/YKO), as well as Third-Party Charges (Municipal Fees, Municipal Taxes, Real Estate Fee, ERT Fee, Other Charges based on legislation) that appear on your Bill, are the same regardless of who your Supplier is.</p>			

GENERAL & SPECIAL CONTRACT TERMS

Here are attached the general terms of the supply contract regarding supply terms for all products with the same characteristics offered to this specific customer category

(e.g., General terms of fixed tariffs for domestic customers)

.....

SPECIAL CONTRACT PRICING TERMS

Here, a reference is made to the special pricing terms of each specific product

.....

ADDITIONAL TERMS NOT CONCERNING ELECTRICITY SUPPLY

The Customer and the Supplier may agree on the provision of additional services or the application of additional terms of an energy nature. In this case, according to article 24 of the Electricity Supply Code, an additional provision may be introduced into the Supply Contract. This form includes the description of the additional energy services/terms.

(In the event that the Supplier and the Customer agree on the provision of additional services or the application of additional terms of a non-energy nature, a separate contract is signed)

ACCEPTANCE OF TERMS - CUSTOMER DECLARATION OF CONSENT

I wish my bills to be sent:

By Post [...], By e-mail [...], By alternative means including confirmation of receipt [...]

The pricing terms of this contract cannot be modified.

In the event of modification of other terms of this contract

(a) I wish to be informed by a separate letter which will be sent to me:

-By Post [...], By e-mail [...], Alongside the Bill [...], By SMS [...]

(b) I wish to be informed

-By Post [...], Via a short notice included in the Consumption Bill [...]

Customer Signature:







Date:

Customer Signature:

Representative Signature:

3.3. THE ROLE OF THE NRA IN DISPUTE SITUATIONS RELATED TO CONTRACTUAL ISSUES

As the energy transition accelerates and billing structures become more complex, the role of the NRA as a "dispute resolution body" has become paramount to maintaining public trust in the market. Consistent with Article 26 of Directive (EU) 2019/944, NRAs must ensure that customers have access to simple, fair, transparent, and inexpensive out-of-court dispute settlement procedures. The NRA's involvement in disputes is often grounded in its technical expertise, which allows it to resolve complex issues like meter inaccuracy, "shadow" debts from previous owners, or the misapplication of variable price formulas more effectively than a general civil court. Across the ERRA region, the legal weight of NRA decisions varies; in some states, the NRA acts as a formal "Ombudsman" with binding decision-making power, while in others, it provides non-binding "Recommendations" or mediation services.

CREG Algeria 	CREG acts as a pre-judicial authority. Before a consumer can take a distributor to court regarding a contractual disagreement, they must first seek a resolution through CREG's specialized dispute handling department.
AERA Azerbaijan 	AERA serves as a primary complaint body for technical and contractual issues, such as illegal disconnection or billing errors. While AERA can issue instructions to suppliers, parties retain the right to escalate the matter to the civil courts for final adjudication.
SERC Bosnia and Herzegovina 	SERC does not handle individual consumer disputes directly; instead, it oversees the process by which the "Appeal Commission" within the utility handles complaints, ensuring the utility follows the approved regulatory procedures.
FERK Bosnia and Herzegovina 	In the Federation of BiH, FERK's role in individual disputes is limited. Contractual breaches are generally considered civil matters, and FERK refers consumers to the judicial system unless the breach involves a violation of the supplier's license conditions.
RAAEY Greece 	RAAEY has implemented the "MyRAAEY" platform, an advanced digital tool for complaint submission. This allows the regulator to actively oversee and monitor complain handling of suppliers. In cases where complains are not resolved, the issue can be forwarded to the national Energy Ombudsman (ADR), operated by RAAEY, who will in turn fully evaluate the individual claim and issue an out-of-court suggested resolution.
MEKH Hungary 	MEKH can investigate and sanction if a supplier's conduct is contrary to the provisions of the Act on Electricity, its implementing decrees and the suppliers' General Terms and Conditions even in individual cases related to contractual issues. Therefore, MEKH has jurisdiction to investigate the fulfillment of public and sectoral law in contractual cases (for instance the supplier's compliance with the provisions relating to conclusion of the

contract, change of user, change of supplier, the charging of certain costs, the imposition of penalties, and termination of the contract). Having said this, for the civil law aspects of these cases (for instance individual claims for “reparations” or “damages”) only courts have jurisdiction.

PUC Latvia



The Public Utilities Commission examines disputes between suppliers and consumers in so far as the relevant issues are regulated in regulatory enactments. The only exception is that the Public Utilities Commission does not examine disputes concerning losses, payment documents or collection of debt. These matters fall within the jurisdiction of the court in accordance with the procedures laid down in the Civil Procedure Law.

NERC Lithuania



NERC functions as a mandatory Alternative Dispute Resolution (ADR) body. Its decisions in contractual disputes are binding on both parties, carrying the legal force of an enforcement order unless challenged in a court of general jurisdiction.

ANRE Moldova



ANRE is highly active in dispute resolution, often issuing binding decisions on specific issues like "debt succession," where suppliers attempt to hold a new tenant responsible for a previous occupant's unpaid bills.

ERC North Macedonia



The ERC handles disputes related to the switching process and early termination fees. Because these are regulated elements, the ERC's decisions are binding, and it can force a supplier to waive an illegal fee.

URE Poland



The President of URE has a specific mandate to resolve disputes in cases where a supplier refuses to conclude a contract with a customer who has a legal right to service (public service obligation – connection to the network, default supply, last resort supply, and others, guaranteed by energy law), acting as a "guarantor of access" to the network and to the energy.










ANRE Romania






ANRE investigates complaints related to the breach of contractual transparency. While it does not settle individual financial claims, it can order a supplier to "revert" a customer to their original contract if a price change was made unlawfully.

3.4. SANCTIONS AND ENFORCEMENT POWERS

An NRA's ability to regulate electricity supply contracts is fundamentally dependent on the "Dissuasiveness" and "Proportionality" of its enforcement toolkit. Without the power to penalize non-compliance, regulatory guidelines remain mere suggestions. Common sanctions include administrative fines (often linked to a percentage of annual turnover), the suspension or revocation of supply licenses, and "Corrective Orders" that force a supplier to refund thousands of customers simultaneously. Furthermore, the "Publication of Decisions" has emerged as a powerful tool in the ERRA region, as "naming and shaming" non-compliant suppliers can lead to customer churn in a competitive market.

<p>CREG Algeria</p> 	<p>CREG's enforcement powers allow it to issue formal notices to distributors to comply with standard contract terms and propose administrative sanctions to the Ministry if violations persist.</p>
<p>AERA Azerbaijan</p> 	<p>AERA is empowered to issue binding instructions to suppliers to ensure compliance with energy legislation and regulatory requirements. In cases of non-compliance, AERA may initiate administrative proceedings and impose sanctions. In serious or persistent cases, such measures may include the revocation of the supplier's permission (authorisation) to operate.</p>
<p>SERC Bosnia and Herzegovina</p> 	<p>SERC's primary enforcement tool is "License Oversight." If the supplier fails to follow the approved General Conditions, SERC can initiate a license review.</p>
<p>FERK Bosnia and Herzegovina</p> 	<p>While FERK does not impose civil damages, it can fine suppliers for failing to comply with the "Code of Conduct" or for failing to submit required contractual data.</p>
<p>RAAEY Greece</p> 	<p>RAAEY possesses a robust sanctioning regime, including the power to impose fines based on a percentage of turnover. It also utilizes "Interim Measures," ordering a supplier to stop a certain practice immediately.</p>
<p>MEKH Hungary</p> 	<p>MEKH can impose administrative warnings and fines ranging from a few thousand to several million Forints. Decisions are listed on the regulator's website.</p>
<p>PUC Latvia</p> 	<p>The Public Utilities Commission may require the supplier to ensure compliance with the relevant requirements within a specified time limit, issue a warning to the supplier or impose a fine. Under certain circumstances, the Public Utilities Commission may remove a supplier from the register and thereby prevent it from continuing to provide services.</p>
<p>NERC Lithuania</p> 	<p>NERC can impose significant financial penalties on energy undertakings for violations of the Law on Energy. These fines are designed to ensure it is more expensive for a supplier to break the rules than to follow them.</p>
<p>ANRE Moldova</p> 	<p>ANRE has the power to identify violations and issue "Mandatory Orders" for compliance. It can also impose fines and has the authority to revoke licenses.</p>

ERC North Macedonia	<p>The ERC uses a graduated enforcement scale, starting with warnings. If a supplier repeatedly violates rules, such as charging illegal switching fees, the ERC initiates formal misdemeanor procedures.</p>
	
URE Poland	<p>The President of URE can fine a supplier up to 15% of its annual revenue for specific breaches, like failure to comply with the prohibition on concluding an energy sales contract with a household consumer outside the business premises.</p>
	
ANRE Romania	<p>ANRE is known for its active use of "Corrective Measures." It not only fines suppliers but often mandates they "reimburse" all affected customers if a contractual breach resulted in overcharging.</p>
	

3.5. COMPARATIVE SYNTHESIS AND CONCLUSION

Model Type	Key Jurisdictions	Characteristics
Prescriptive	Algeria Azerbaijan	Mandatory NRA-drafted templates approved by the relevant government authority; high focus on uniformity and administrative control.
Framework-Based	Greece Moldova North Macedonia Romania	NRA defines mandatory elements and offers templates; suppliers draft terms within strict limits.
Supervisory	Bosnia and Herzegovina (SERC, FERK) Hungary Latvia Lithuania Poland	NRA monitors for "minimum content"; high reliance on civil law and market competition.

Table 2: **NRA Regulatory Models**

The analysis of ERRA member practices reveals that the NRA’s role regarding electricity supply contracts is a dynamic spectrum. While EU Member States and Energy Community members are converging toward a model of "structured transparency"—where the NRA defines the rules but allows for market-driven contracts—other jurisdictions find greater stability in "mandatory standardization." As markets evolve, the NRA must transition from a "drafter of documents" to a "guardian of the process," ensuring that even in a highly complex and digitalized energy market, the electricity supply contract remains a fair, transparent, and enforceable foundation for the consumer’s energy needs.

4. COMMON AND/ OR EXTREME PROBLEMS OR INFRINGEMENTS ENCOUNTERED BY NRAS

NRAs competence related to consumer protection in the electricity sector is firmly established in every jurisdiction. This especially relates to mandatory contractual elements of electricity supply contracts, clear terms and conditions and transparency of suppliers related to pricing, termination of contract and fees.

Bearing in mind the evolving legislation aimed at enhancing consumer protection in the electricity field as well as the vast number of consumers of electricity, these inevitably lead to NRAs receiving many questions, complaints and requests for interventions or clarifications related to electricity supply contracts. For some of the issues, NRAs have competence to act and issue instructions, adopt binding decisions imposing administrative fines and order corrective measures etc., as thoroughly explained in *chapter 3* of this report, while for other issues, such as compensation for damages – beyond the automatic compensation provided by the regime of guaranteed standards, if applied, the competence is vested exclusively in the courts.

This chapter elaborates the most common and extreme problems or infringements related to supply contracts that NRAs have encountered as well as some infringements cases related to supply contracts for which the NRAs adopted binding decisions.

4.1. MOST COMMON AND/ OR SERIOUS ISSUES RELATED TO SUPPLY CONTRACTS THAT CONSUMERS OR SUPPLIERS HAVE RAISED TO THE NRAS

The most common issues related to supply contracts presented below are raised mainly by household customers, but also in certain cases they are raised by non-household customers. This is due to the fact that household customers tend to be less familiar with the language and terminology of the contracts, while non-household customers have the possibility to acquire legal in-house or external counsel before entering into a contract.

- a) **Billing disputes, non-payment and debts** (Algeria, Greece, North Macedonia and Moldova) are one of the most common issues raised by customers. Billing inaccuracies usually result of delayed meter reading or sometimes incorrect readings that lead to disputed settlement amounts and wrongful invoicing. Thus, improving the coordination between the network operator and the suppliers is one of the steps to overcome this issue as well as the increase of the smart meters instalment rate in the countries.

In cases of debts, key issue raised by customers is clear implementation of the rule that outstanding debts are to be paid by the previous owner in cases of change of ownership of the property or service termination. In **Moldova** one of the most frequently raised issues by customers was refusal of a universal service supplier to conclude electricity supply contracts with new owners of residential properties where outstanding debts had been incurred by previous owners. In **Lithuania** the approach applied in such cases is that a property owner who transfers ownership of an electricity-supplied object must terminate the contract within 5 calendar days and provide final meter readings and all information required to settle accounts. The new owner must apply for a new contract within 5 days from receiving the notice, but no later than within 14 days from acquiring ownership. In **North Macedonia** the new owner is obliged to notify the supplier of the change of ownership within 3 days from the registration of the change in the Cadaster and together with the supplier (who may be the

same supplier as before or a new one) inform the network operator of such change. The obligations of the previous owner cease on the day of the metering by the network operator.

- b) **Unclear wording, transparency and complexity** are also issues raised by consumers (Greece, North Macedonia, Poland, Romania).

Supply contracts are usually quite long, complex and difficult for the average consumer to understand. Consumers report their inability to verify how charges are calculated and report unclear contractual wording, particularly regarding pricing structures and commercial conditions and sometimes together with non-transparent cost components on invoices or non-understating of the cost components on invoices. Thus, customers do not understand the terms of the contract, and they often realize they had agreed to a disadvantageous contract after their first bill arrives.

Offers to conclude contract sometimes include a service package, additional costs and/or benefits and are difficult to compare since offers are not presented appropriately by suppliers' representatives. Marketing activities with gifts or coupons, which are not clearly defined in the contract terms and that are frequently not provided after signing the contract have also been reported for some suppliers.

In some cases, suppliers unfairly or without proper communication to the customer introduce new contract without informing the customer that terminating the existing contract will result in early contract termination fee so in some cases also misleading the customers to the fact. If termination fees are envisaged in the contract and the customer has been informed about it prior to concluding the contract, then the termination fee is not unlawful. Early termination fee for fixed price fixed term contracts must be justified by direct economic loss for the supplier, and some NRAs have received complaints that this was not always the case.

- c) **Non-compliant contractual clauses** that restrict termination rights of the customers or limit supplier liability have been noted by some NRAs (Romania).
- d) **Supplier customer service failures** reported by consumers comprise of slow or inadequate responses to complaints or dissatisfaction with the actions (or inaction) of responsible personnel of the supplier (**Greece** and **Azerbaijan**), absence of guidance on debt resolution before disconnection (Greece) or unlawful disconnection of electricity supply without prior notice (Azerbaijan).
- e) **Difficulties in completing switching procedure**, delays or obstacles in supplier switching have also been reported by consumers (**Greece** and **Romania**). A practice of "last call option" of suppliers has been noted in **Hungary**. This practice means that a supply contract obliges the consumer to disclose the offered price of another – the possible new – supplier in case of a supplier switch, and the current supplier reserves the right to make a counteroffer at the price offered by the new suppliers. This practice harms market competition and results in decreasing competition and switching rates, therefore MEKH continuously makes efforts to phase out the last call option from the commercial codes of suppliers.
- f) **Other problems not specifically related to the supply contracts**, but related to electricity supply relate to reported problems by consumers with the quality of electricity supply, interruptions and voltage levels below the standards are also reported by consumers

(Algeria, Azerbaijan, Bosnia and Herzegovina) delays in connections (Algeria, Azerbaijan), energy fraud (Algeria).

4.2. INFRINGEMENT CASES FOR WHICH THE NRA ADOPTED A BINDING DECISION

In many jurisdictions NRAs have competence relating to consumer protection, more specifically to electricity supply contracts, and have several mechanisms at their disposal to ensure compliance. One of them is adoption of binding decisions when infringement related to electricity supply contracts was established. This mechanism enables uniform application of legislation and enhanced consumer protection. However, it is to be noted that even if NRAs have competence to act, if the case refers to compensation for damages from an electricity supply contract, then the courts are the only competent institutions to resolve the dispute.

In some jurisdictions the competence to adopt binding decisions in consumer protection cases related to electricity supply contracts is exclusive competence of the courts. This is the case in **BiH (FERK)** and **Poland**. In **Brcko District of BiH** consumers or suppliers do not raise issues to SERC since it does not have jurisdiction over dispute resolution.

Several infringement cases related to supply contracts for which NRAs in several jurisdictions adopted binding decisions are presented below.

NATIONAL CASES

ANRE Moldova



ANRE acted in the situation of refusals of the universal service supplier to conclude electricity supply contracts with new owners of residential properties where outstanding debts had been incurred by previous owners. From the supplier's perspective, the new owner was required to settle the outstanding debt in order to conclude a new contract, otherwise, the property would remain disconnected from the electricity network until the debt was paid. ANRE adopted decisions obliging the supplier to conclude supply contracts with the new owners and imposed contravention sanctions for non-compliance with the legal framework. Following these decisions, the supplier aligned its practice with the law and began concluding contracts irrespective of debts incurred by previous owners.

ERC North Macedonia



In 2021 there were few cases when some suppliers started to unilaterally terminate fixed term contracts to their customers without following the mandatory procedure i.e. without giving customers proper notice on what the customer failure was and without giving deadline of no less than 15 days for undertaking measures to save the contract from unilateral termination. Instead, suppliers started to offer to their customers who were late with payment of their bills, but also to their regular paying customers, amended contract terms consisting of higher prices and very short deadline for acceptance of the amended terms and conditions (in some cases shorter than 21 days necessary for switching) and if this was not accepted by the customers, then the contracts were unilaterally

terminated and customers were switched to the supplier of last resort. In these cases, ERC adopted binding decisions ordering suppliers to cease such practice and report back to ERC regularly. The customers were directed to the courts for compensations for damages, since ERC has no competence regarding this issue.

ANRE Romania



ANRE has adopted binding decisions and sanctioning measures in cases where suppliers breached Energy and Natural Gas Law no. 123/2012 and secondary legislation adopted by ANRE. Typical infringement cases concerned the following issues:

- Failure to include mandatory contractual elements,
- Unlawful unilateral changes to prices or contract conditions,
- Application of unjustified termination fees,
- Failure to properly inform consumers of their statutory rights.

ANRE in these cases imposed administrative fines, ordered corrective measures, and required suppliers to amend contractual practices. These decisions are binding and subject to judicial review.

CONCLUSIONS

As we can see, the legal landscape of the electricity supply contracts is quite diverse. The common ground, that those contracts must be regulated for the sake of legal clarity and for the defence of the weaker party – the consumer – is the same at every ERA-member. But the way how to achieve this is quite different: in some countries this is achieved by exhaustive legislation and the enforcement of it belongs to the responsibility of the NRA, while in other countries the NRA has a wider role as it is given the power to actively shape the rules of electricity supply contracts. Also, we can observe that the typical problems can be quite diverse in different countries, which reflects the differences among the legal systems and their approaches. As the harmonisation of legal systems takes time and it is a broader topic than energy legislation, the first step to help consumers is education, both educating consumers about their rights, obligations, and risks of electricity supply contracts, and to educate NRAs by offering them an overview about the experiences, issues and solutions used by their peer regulators. This report aims to do this.