

Change Summary – Terms of electricity sales SME2024

The terminology across the terms has been harmonized with other terms and conditions as well as the amended Electricity Market Act. The references to law have also been updated and the references to sections of law have been replaced with general references to legislation.

1. Scope of application and definitions

Removed the section of the terms (SME2014 1.2.) describing the application of the terms to microgeneration due to the increasing prevalence of microgeneration.

1.10., 1.15. Added the following definitions to the terms: imbalance settlement period (1.10.) and independent aggregator (1.15.). The terminology has been generally updated, for example, regarding the connection point and the remotely readable metering equipment, and the change of the imbalance settlement period from an hour to a quarter of an hour has been taken into account.

1.16., 2.4.1. and 2.4.3. The price list potentially annexed to the contract can also be presented electronically on the vendor's website or in another, separately agreed place. According to the terms already in force, the product price list does not need to be annexed at all if the pricing basis has been separately agreed in the individual terms. If there is a need to annex the product price list to the contract, it is enough to attach a link to the current product price list. In addition, the service price lists have been completely separated from the contract. Moving forward, adding a link to the contract confirmation, through which the customer will find the price list valid at any given time, will suffice.

1.17. and 8.8. The use of electronic services was developed in a way that enables the contract confirmations and notifications of changes to prices and terms to be primarily sent to the customer electronically and, upon the consumer's request, on paper, free of charge. The user must be informed of the existence of the notification in the electronic services, as well as of the key content of the notification in a way agreed in advance, for example by email or text message. In addition, the vendor must clearly and understandably inform the consumer of the right to communication on paper before concluding the contract. Removed the section of the previous terms concerning compliance with the Electricity Market Act (SME2014 1.20.), as operators must comply with the law.

2. Concluding a sale contract, user's other contracts for electricity purchasing, commencing the sale of electricity

2.3. Noted the requirement of the electricity sales and network service contracts being under the same name as stipulated in the Electricity Market Act. The contract holder for the sales contract and the network service contract must be the same user.

2.4.2. Removed unnecessary mention of the binding nature of the electronic contract. An electronically concluded contract is binding.

2.4.1. and 2.4.3. Due to a legal amendment, removed the requirement to inform the consumer of the energy consumer's checklist in connection with the contract or the contract confirmation, as well as the website address of the Energy Authority where it is available.

2.4.3. Updated the section to include the option of sending a contract confirmation in accordance with Section 1.17. also, electronically without a separate contract. The contract confirmation must be sent either to the address of the delivery site, to another address indicated by the user or to another agreed channel of communication. In addition, clarified that the notification period under the Electricity Market Act is at least three weeks.

2.4.4. and 2.4.5. Added the main points of the post-confirmation procedure for telephone sales in accordance with Chapter 6, Section 12 of the Consumer Protection Act and noted that the consumer does not have the right to comment on the contract concluded by telephone as mentioned in the Electricity Market Act if the consumer has accepted the contract after telephone conversation.

2.7 Clarified that the clause on the restriction of changing electricity products does not apply to fixed-term contracts.

2.9.1. and 2.10. Noted new service providers of customers, i.e. independent aggregators, in accordance

with electricity market legislation. The customer may also agree on the restrictions of the availability of electricity with an independent aggregator, and this must be notified to the open supplier.

3. Security and advance payment

3.11. Clarified the section by excluding consumers from pre-invoicing. Deleted the clause (SME2014 3.12.) that would allow consumers to invoice in advance. The section is contrary to the current Electricity Market Act.

4. The DSO's rights and obligations concerning electricity sales and issues related to network service

4.2. Specified that the user shall notify without delay the DSO of a fault or disturbance it has detected.

5. Delay, fault, and liability issues

5.11. Clarified in case of misunderstandings that the consumer's right to receive compensation for damage caused to their family or family member applies to those living in the same place of electricity use.

6. Invoicing and payments

6.1.1. Updated the clauses concerning the vendor's invoicing to comply with the new legislation by adding a mention of the electricity consumption data maintained by the centralized information exchange system for the electricity market.

6.6., 6.6.4., 6.5. and 6.6.5. Clarified the definition of a metering error and the wording for charges.

8. Changing the terms of contract and prices

8.5. Removed the option to change prices in accordance with this clause.

8.8. Amended the section about sending a notification to take into account the different ways of using the service. The notification is to be sent to the address of the place of electricity use, some other address provided by the user, or other service channel agreed on; it can be included, for example, in an invoice to be sent to the user.

10. Expiration of the sale contract

10.2.4. When terminating a fixed-term contract, the user is required to provide proof of the move at the vendor's request.

10.4.3. Clarified that the vendor may not terminate the consumer's contract subject to the obligation to deliver. The vendor may terminate at three months' notice the contract, subject to obligation to deliver, of a user who is not a consumer.

10.7. For clarity, international sanctions are noted in the terms concerning the termination of the contract. Moving forward, the vendor has a right, at its discretion and without liability for compensation, to terminate the sale contract immediately if the user is subject to international sanctions imposed by legislation or by the authorities. The vendor shall also be entitled to demand that the user compensate for any damages incurred by the vendor because of the termination of the contract.

10.10. The user's 15-day right (in case of the consumer, 30-day right) to terminate a contract that is valid indefinitely due to changes in the terms of prices is calculated from the moment the notification of changes is sent. In addition, removed an unclear sentence that stated that the user does not have the right to terminate a fixed-term contract.

11. Customer service and dispute resolution

11.1. Added as a new section, in accordance with the guidelines of the consumer authorities, the basic principles for the availability of customer service. The consumer has the right to receive customer service from the vendor within a reasonable period of time through various channels.

11.2. Instructed consumer customers to contact the Consumer Advisory Services before submitting a request for resolution to the Consumer Disputes Board.

11.3. Added the right of business customers in accordance with the law to bring any disputes concerning the interpretation of the contract to the Energy Markets Disputes Board for consideration.