

**Utilities
Regulatory
Authority**

Final Decision and Commission Order

Notice No. 47 of 2016

Case U-0016-14

**Utility Billing and Payment Rules for Water and
Electricity Services**

April 2016

Foreword

The Utilities Regulatory Authority (URA) Commission is pleased to issue this Final Decision and Order prescribing the utility billing and payment rules for water and electricity services in Vanuatu. Pursuant to the Preliminary Decision in August 2015, URA staff held public consultation and received valuable comments from several interested persons.

Under the Vanuatu regulatory scheme a utility is obligated to provide electricity/water service to the customers under specified terms and conditions in its service area. In return for the services received the customer must make timely bill payments, safeguard meters and utility equipment, and observe safety rules.

Billing and collecting payments for provision of services to customers is the utility's primary source of revenues. A utility's ability to effectively perform its functions depends on customers' willingness to conform to the utility's procedures related to billing and payments. At the same time it is important that the billing procedures are fair, clearly defined and fairly applied to the customers and protect the rights and obligations of the customers and the providers.

The Utility Billing and Payment Rules for water and electricity services in Vanuatu provide transparent and clear understanding as to the customer and utilities respective rights and obligations. The Order explains the authority and obligations of the URA to establish such rules. The URA is setting out the Rules to ensure that customers and utilities understand their roles and responsibilities when reading meters, collecting billing data, issuing bills and settling payments for service. Rules also define when a customer may be disconnected for non-payment and reconnected upon satisfactory payment. Best practices from other countries have been adopted, as appropriate for Vanuatu.

Johnson Naviti Matarulapa Marakipule, Chairman

Hasso C. Bhatia, *PhD*, CEO and Commissioner

John Obed Alilee, Executive Commissioner

1 Case information

Table 1: Case information

Case number	U-0016-14
Applicant	Utilities Regulatory Authority (URA)
In the matter of	Utility Billing and Payment Rules for Water and Electricity Services
Case opened	2 nd June 2014
Date of Preliminary Decision	17 th August 2015
Date of Final Order	6 th May 2016

2 Purpose of this document

This document sets out the Final Decision and Commission Order issuing the Utility Billing and Payment Rules for Water and Electricity Services (URA case U-0016-14). This Commission Order is the formal order to utilities to carry out the necessary actions to implement the provisions described herein. It lays out the background and considerations supporting the Commission's decision, including many useful responses to submissions received during the consultation process.

3 The need for Rules

Under the regulatory scheme in Vanuatu a regulated utility is obligated to provide electricity/water service to customers under specified terms and conditions in its service area. In return for the services received, customers must make timely payment, safeguard meters and utility equipment and observe safety rules.

Billing and collecting payments for services provided to customers is an integral part of a utility's business activity as it is the utility's primary source of revenue to carry out its functions. A utility's ability to effectively perform its functions depends on a customer's willingness to conform to the utility's procedures related to billing and payments. At the same time it is important that the billing procedures are fair, clearly defined and fairly applied to customers and protect the rights and obligations of customers and the providers.

It is the experience of URA that a majority of customer disputes pertain to billing and payments. The Commission understands that such disputes could be substantially reduced if rights and obligations of the customers and utility in respect of billing and payments are fair, clearly defined and understood by both. Clear rules in this respect will also ensure that the URA is able to fairly, consistently and timely perform its duties in assisting customers in resolving any disputes and grievances with utilities.

The Utility Billing and Payment Rules (**Rules**) for water and electricity services in Vanuatu provide transparent and clear understanding as to the customers' and utilities' respective rights and obligations. The Rules ensure that customers and utilities understand their responsibilities related to rendering service, meter security, reading meters, collecting billing data, issuing bills and settling bill payments. Rules also define when

a customer may be disconnected and define conditions that customers are to satisfy in order to be reconnected. In drafting these rules best and current practices from other systems have been reviewed and adopted as appropriate for Vanuatu

4 Legal context

The legislation governing the generation, sale, purchase and use of electricity and water services in Vanuatu include the URA Act, the Electricity Supply Act (**ESA**), the Water Supply Act (**WSA**) and Water Resources Management Act (**WRMA**).

The Government of Vanuatu (**Government**) has entered into the following contracts for electricity related services:

- (a) the Concession contract for the Generation and Public Supply of Electric Power in Port Vila (PV) with UNELCO dated 15 August 1986, as amended till date (**PV Electricity Contract**);
- (b) the Concession contract for the Generation and Public Supply of Electric Power in Malekula Island with UNELCO dated 14 July 2000, as amended till date (**Malekula Electricity Contract**); and
- (c) the Concession contract for the Generation and Public Supply of Electric Power in Tanna Island with UNELCO dated 14 July 2000, as amended till date (**Tanna Electricity Contract**).

The Government is in the process of tendering the electricity services contract for Luganville. Meanwhile, the electricity services in Luganville and Santo continue to be provided by Vanuatu Utilities and Infrastructure Limited (**VUI**). VUI remains under the URA jurisdiction.

The Government has entered into the Contract for the Management and Operation of the Water Supply Service in Port Vila with UNELCO dated 23 December 1993, as amended till date (**PV Water Contract**). In other areas outside Port Vila, the responsibility of retail supply of water rests with the Public Works Department in accordance with the WSA and rules and guidelines issued by the URA including in respect of pricing, safety and reliability of water services.

Additionally, subject to compliance with applicable law, persons (individual or entities) are entitled to supply and sell water outside UNELCO's concession area as well as the service area of the Public Works Department (**PWD**) and sell electricity outside a utility's concession area. Recently network water services were established in Saratamata under PWD operations and management. Customers of all such small water utilities are also entitled to approach the URA under these Rules to have their grievances resolved. Similarly electricity in Port Olry is provided under a private arrangement with VUI subject to URA jurisdiction.

The legal basis of this order is described in more detail in Section 3 below.

The Rules

Utility Billing and Payment Rules (**Rules**) define the rights and responsibilities of customers and the utilities in providing, measuring, billing and payment process of the electricity and water supply utility services in Vanuatu. The Rules prescribe:

- (a) the conditions that the utilities and customers must comply with during the acquisition and processing of customer billing information;
- (b) the processes utilities must implement and observe for meter reading, bill preparation and tendering of customer bills;
- (c) procedures for bill payment and settlements;
- (d) the procedures that utilities must follow when addressing customers with outstanding bill payments including disconnections and reconnections;
- (e) the roles and responsibilities of customers, the utility and the URA in this regard; and
- (f) customers rights to file grievance and be heard.

1 Applicability

The Rules shall be adopted and implemented by a utility responsible for the provision of the regulated service(s) i.e. electricity and/or water supply services in its service area. Customers of regulated entities must comply with the Rules in order to receive service.

2 Customer Assistance

Customer of a regulated entity may approach the URA for assistance, if he/she believes that the said regulated entity has not complied with or misapplied the Rules in its billing and payment process.

3 Customer Supply Agreement

- (a) The utility may require a customer to execute a customer supply agreement (establishing the terms and conditions for the delivery of service) in accordance with following conditions before service is provided to the customer.
 - (1) New residential customers shall not be required to sign a customer supply agreement but instead sign an application form and provided with and made aware of the Billing and Payment Rules.
 - (2) Commercial and industrial users shall be required to sign a Customer Agreement with any special service provisions for the supply and use of a regulated service, with a utility.
- (b) The customer supply agreement shall state that all billing and payments shall be done in accordance with the Rules.

4 Security Deposit

- (a) A security deposit is an advance payment for consumption of a regulated service. A security deposit payment is required prior to a new customer receiving service. With the exception of prepayment meter customers, customers of small water suppliers (defined in Case no. U-0011-14¹) and government entities, customers shall pay a security deposit which shall be refundable in accordance with Rule 4(c).
- (b) Applicable security deposit formula shall be approved by the URA, and may be amended when necessary. The formula reflects a reasonable advance payment for a regulated service for various customer categories.
- (c) The utility shall refund to a customer their security deposit within 5 working days from the date of termination of the customer service. The refunded amount shall be equivalent to the amount initially deposited including any interest accrued according to Rule 4(d) less any undisputed outstanding amount the customer owes to the utility. Disputed outstanding amounts shall be resolved in accordance with Rule 11.
- (d) Security deposit shall accrue an interest (currently set at 4% per annum) until the security deposit is refunded.

5 Acquisition of customer billing data

5.1 Meter location

- (a) A customer meter shall be located within the customer's premises on an agreed location between the customer and utility outside the dwelling. In determining the location both parties have to ensure that personnel safety, meter security and meter accessibility to utility are not compromised.
- (b) Meters installed prior to these Rules, shall remain in their current location until such time they are replaced or required under the applicable standards and regulations to be replaced. Only then shall the utility ensure that the replaced meter is installed in accordance with Rule 5.1(a). All cost incurred as a result of the alteration to the current meter location shall be borne by the utility.
- (c) For a building with multiple dwellings, the utility shall ensure that individual meters are installed for each dwelling unit. Sharing of a utility service served through a single meter by multiple users is prohibited. It will be the responsibility of the utility to ensure this is the case at the time of installation or through periodic inspections. The landlord shall ensure that all tenant meters are located in a designated area or room accessible to the utility. The utility shall advise the landlord on his/her responsibility under these Rules to allocate and identify meters to corresponding tenant dwellings.
- (d) It is the responsibility of the utility to ensure that meters installed in areas such as parks, sports field, churches, schools, hospitals and other public places, are to be encased and locked at all times to ensure safety, and security of the meters as well as public. The keys and locks to such meters

¹ Small Water Suppliers Registration Rules, 2014

shall become the property of the utility with copies provided to signatory(s) of customer supply agreement.

- (e) Overall security and safety of the meter shall be the responsibility of the customer.

5.2 Meter Reading

- (a) **Electricity Supply Service:** Subject to Rule 6.2 the utility shall read all electric customer meters every month and bill the customer according to the meter reading and applicable tariff.
- (b) **Water Supply Services:** Subject to Rule 6.2 and the Water Resource Management Act, the utility shall read all water meters at least quarterly and bill the customer according to the meter reading.
- (c) Utility shall employ cycle billing method for meter reading/billing and show on the bill the customer's reading and billing dates. The utility must attempt to read a customer meter within 3 days of the designated meter reading date defined in Rule 5.2(d)
- (d) A designated meter reading date is the date of the next meter reading scheduled by the utility and indicated on the customer bill.
- (e) A meter reader must carry a photo identity badge, signed by a responsible utility officer clearly displaying the logo and common seal of the utility and shall be produced upon request by a customer.
- (f) Meter readers must identify and promptly report customer violations to the utility such as meter tampering, bypass, theft and safety concerns regarding the meter and customer connection i.e. physical connectivity from the grid to the customer meter.

5.3 Meter accuracy

- (a) A meter must be accurate to within +/-2%. This is the regulated tolerance level between the tested amount and the amount recorded on the customer's meter.
- (b) Utility shall establish a meter maintenance program to regularly check and rehabilitate customer meters. All cost associated with the program shall be borne by the utility and treated as cost of business.
- (c) A customer may request the utility to undertake accuracy tests on his/her meter outside the scheduled meter maintenance program as described in Rule 5.3(b). If an inaccurate meter cannot be corrected by the utility in accordance with 5.3(a), the meter shall be replaced at no cost to the customer. However, if the meter has been damaged by the customer, the utility shall replace the meter and the customer shall pay the replacement cost.
- (d) If a meter is determined by the utility to be accurate, it shall be re-installed at the customer's property at the customer's cost.
- (e) If a meter has been proven to be inaccurate, the utility shall then estimate the customer's bill for the billing period the meter inaccuracy was determined or reported. The estimate will be determined in accordance with Rule 6.3. Bill corrections cannot go beyond three previous billing periods.

- (f) When disclosing information to a customer following a meter accuracy test, the utility shall ensure that the result of the tests is compared to the approved tolerance level set out in Rule 5.3(a).
- (g) A customer may undertake independent meter verification with approval of the utility.

6 Customer Billing Process

6.1 Tariff

- (a) A utility shall charge a customer tariff in the category for which the customer is eligible and results in the lowest bill to the customer.
- (b) A utility shall ensure that its customers are informed of any tariff adjustments or new tariff, in the subsequent Bill.

6.2 Billing Frequency

- (a) Subject to Rule 5.2(d), a utility shall issue bills to customers within 10 working days from the meter reading date.
- (b) Customers are not liable to pay their bills if the utility repeatedly fails to timely issue bills to a customer in accordance with Rule 6.2(a).

For the purposes of sub-rule (b), 'repeatedly' shall mean 3 consecutive bills. Where delay has been caused for reasons beyond the reasonable control of the utility e.g. upon the occurrence of acts of God (cyclone, fire, etc.), it shall not be considered to have been a delay for the purposes of this sub-rule.

6.3 Estimating Customer Bill

- (a) The utility may estimate a customer bill if the customer's meter could not be accessed or after failed attempts to contact the customer.
- (b) Frequency at which a customer bill is to be estimated is as follows:

A utility shall perform no more than two consecutive bill estimates for a customer. Only in limited and reasonable circumstances, a customer bill may be estimated for more than two consecutive billing periods. The utility shall provide written reasons to the customer every time the bill is estimated beyond two billing periods.
- (c) An estimated consumption shall be calculated as follows;
 - (1) The average of the last 3 actual consumptions for a customer that has been connected to the utility network for more than twelve billing periods.
 - (2) A customer who has been on a utility network for 12 billing periods or less, the estimate shall be equivalent to the customer's last actual use.

- (d) Any other bill estimation algorithm that a utility intends to apply is subject to URA review and approval.
- (e) Upon obtaining the actual customer meter reading, the utility shall adjust the difference in the customer's next bill.

6.4 Billing information

The following information must be clearly indicated on the customer bill:

(a) Customer Information

- (1) Customer meter /account number
- (2) Customer name
- (3) Mailing address
- (4) Delivery address

(b) Customer consumption information

Electricity supply service:

- (1) Current and previous meter reading
- (2) Net electric energy consumed
- (3) Subscription in kVA
- (4) Average power factor as applicable
- (5) Graphical representation of monthly comparison of electric energy (kilo-Watt-hour) consumed between the current and previous year
- (6) For commercial, industrial and other high voltage customers provide a graphical comparison of monthly evolution in Actual Power to Subscribed Power over the last 12 months, as available
- (7) For commercial, industrial and other high voltage customers provide a graphical representation of monthly evolution of the average power factor over the last 12 months, as available

Water supply service

- (8) Volume of water consumed (previous and current meter readings)
- (9) Graphical representation of quarterly comparison of volume of water (cubic meters) consumed for same periods between the current and previous year

(c) Utility Information

- (1) Utility mailing address
- (2) Customer service, phone number
- (3) Customer service, email address
- (4) Emergency contact details
- (5) Next designated meter reading date

(d) Billing details

- (1) Date of bill
- (2) Previous meter reading, marked as Actual or Estimate including previous date, meter was read
- (3) Current meter reading, stated as Actual or Estimate including current date, meter was read
- (4) Billing period
- (5) Tariff as applicable
- (6) Previous balance
- (7) Amount paid
- (8) Current balance
- (9) Date of payment
- (10) Late fee
- (11) Taxed amount
- (12) Total amount due
- (13) Payment due date
- (14) Customer tariff category
- (15) Subscription information

Electricity supply service

- (i) Subscribed power

Water supply service

- (i) Meter size

- (e) Regulatory information that the URA may require the utility to inform customers from time to time about safety, energy efficiency, conservation, renewable energy, etc.

6.5 Where and how to pay:

- (a) The utility shall ensure that the following information are provided on the customer bill to aid with bill payment:
 - (1) invoice number
 - (2) utility bank details for customer deposit
 - (3) utility details for cheque payment
 - (4) invitation notice for customers interested in a direct debit arrangement

6.6 Common Billing

A utility that provides both electricity and water supply services may issue to a customer a common bill if the customer water and electricity meters are read during the same period described in Rule 5.2. A common bill (if provided) would contain the entire customer billing information as described in Rule 6.4 for both electricity supply and water supply services.

6.7 Method of Delivery

- (a) A utility shall send a bill to a customer by one of the following means as chosen by the customer at the time service is initiated (the customer is free to change its option subsequently but must inform the utility in advance in writing).

- (1) Mailed to the customer at the premises supplied
 - (2) Mailed to the customer at the address furnished by the customer; or
 - (3) An electronic version of the bill is to be emailed to the customer to the email address furnished to the utility by the customer.
- (b) Utility may make bills available on the utility website with access restricted to individual customer accounts as an alternative option to customers.

7 Payment

7.1 Payment method

- (a) The utility shall ensure that customers have the option to settle their bills by the following methods:
- (1) automatic direct debit,
 - (2) internet banking transfer,
 - (3) cheque payment,
 - (4) cash payment,
 - (5) bank deposit, and
 - (6) on-line payment where available.
- (b) The utility may authorize payment agents to accept payments on behalf of the utility. Such agents (for example local department store) shall provide duly signed and stamped receipts for the payment received, and subsequent verification to customers upon request, to enable customers to verify bill payments to the utility. Agents should identify themselves clearly as agents of the utility. All utility agents are to be listed at the utility sales office or its website and made available to customers upon request. Agents shall be located in convenient locations throughout the service area to facilitate bill payments.
- (c) The utility shall schedule on a regular basis mobile payment for customers especially in the rural areas and communities who have difficulty getting to the utility office or a utility agent.

7.2 Payment Period

The utility shall allow a customer up to 15 days from the date the bill is rendered to the customer to settle the full bill amount. If the 15th day falls on a weekend, public holiday, the bill shall show the next working day as due date. If a customer disputes the invoiced amount, he/she may raise their issue with the utility. If not satisfied then approach URA for assistance. The customer must pay to the utility the amount that is not disputed. During the dispute resolution process, the customer shall remain connected to the utility service and not required to pay the deficit pending resolution of the dispute.

7.3 Payment Plan

A utility shall provide opportunity to customers with bill payment difficulties to settle their outstanding payment through a payment plan, as described below. A customer wishing to avail such plan must request the utility at the earliest upon receipt of the invoice but before the date the payment is due. Availability of such 'payment plan' is to be posted on the utility website and periodically advertised in bill inserts and the media.

7.3.1 Deferred Payment Plan

- (a) A Deferred Payment Plan (DPP) is a detailed plan depicting the remedial process that a customer is to undertake to settle all outstanding service consumption bills owed to the utility.
- (b) A DPP for the customer shall be effective from the date an agreement is reached between the customer and the utility. The agreement shall clearly include:
 - (1) Total outstanding amount.
 - (2) The agreed payment schedule:
 - (i) stating the repayment period defined by the opening and closing payment dates; and
 - (ii) instalments dates and amounts
 - (3) Eligibility conditions as set out in Rule 7.3.1(d).
- (c) In determining the payment schedule of a DPP, the utility shall consider the following:
 - (1) amount outstanding;
 - (2) customer's payment history;
 - (3) customer's ability to pay; and
 - (4) circumstances that resulted in the outstanding bill.
- (d) Eligibility to a DPP is subject to the following conditions:
 - (1) Applicable ONLY to domestic or residential customers.
 - (2) A repeated defaulter in DPP shall not be eligible for another DPP within a 12 month period. Instead, the customer concerned shall be required to settle the utility bill failing which Rule 8 shall be triggered.
 - (3) The schedule for repayment highlighted in Rule 7.3.1(b)(2) shall not be less than 3 months nor exceed 12 months. At the utilities discretion additional time to pay may be given to a customer requesting DPP.

7.3.2 Equal Payment Plan

- (a) A utility shall offer an Equal Payment Plan (EPP) to customers whose utility bills seasonally fluctuate. The EPP is equal to the historical usage of a customer over the last 12 months and divides the total into equal number of instalment per payment period. The customer will pay each instalment every payment period. The EPP is subject to the following:

- (1) EPP is only limited to residential customers. Utility must still submit monthly bill to the customer showing consumption balances.
 - (2) EPP is not applicable to prepaid customers.
- (b) EPP shall be valid for a 12 month period and automatically renewed unless the EPP agreement is terminated by the customer or the customer fails to comply with the terms of the EPP for two consecutive payments. The 12th month bill shall include the net balance which may be a charge or credit for the difference between the total monthly instalments billed and the actual consumption charges for the year. The customer concerned shall be required to settle the utility bill failing which Rule 8 shall be triggered.
- (c) If a customer terminates his/her EPP contract within the 12 month period, the utility shall make the necessary adjustments and:
- (1) bill the customer with any outstanding incurred; or
 - (2) pay to the customer any excess amounts.

8 Disconnection

8.1 Disconnecting a customer

A utility customer who defaults in payment by due date may be disconnected subject to being served with a Notice of Disconnection according to Rule 8.2, and/or be required to pay a Late Fee according to Rule 8.3

8.2 Notice of disconnection for non-payment

- (a) A Notice of Disconnection for non-payment may be issued to the customer 10 working days after due date.
- (b) A Notice of Disconnection for non-payment shall include the following:
 - (1) Name and address of customer.
 - (2) A brief statement describing the reason for disconnection of the service.
 - (3) Scheduled Disconnection date (in bold).
 - (4) Outstanding bill amount (specify whether estimated or actual based on reading).
 - (5) Late fee amount
 - (6) Cost of reconnection of service, if disconnected and other associated costs as approved by the URA.
 - (7) A statement advising the customer of their rights to approach utility and/or seek assistance from the URA if they dispute the disconnection notice.
 - (8) Contact information of the URA.
 - (9) Telephone number, mailing and email address of the utility.

8.3 Late fee

A late fee shall be charged equivalent to 1.5% of the outstanding customer bill if full amount is not paid within the due date of the bill. The customer is required to pay the late fee in addition to the total outstanding amount. A late fee shall not apply to bill amounts being disputed by the customer having filed a written complaint with the utility or has registered a complaint/dispute with the URA. Late fee may be charged if the dispute is finally decided in favour of utility.

8.4 Grace period

A utility shall allow customers 10 working days from the date a Notice of Disconnection is issued, to complete outstanding payments owed to the utility.

8.5 Reminder of Disconnection

- (a) The utility shall remind the customer of the Notice of Disconnection for non-payment by attempting to make no less than 2 phone calls (or email messages) within the grace period.
- (b) The utility shall maintain a record of attempts it undertook to inform customers of the disconnection notice.

8.6 Disconnecting a customer for non-payment

- (a) A customer may be disconnected by the utility from its service for non-payment pursuant to the Notice of Disconnection if the customer does not make all undisputed payments (including late fee) within the grace period.
- (b) Disconnection may be postponed if the customer provides reasonable assurance to the utility that payment shall be made within a reasonable time.

8.7 Disconnection for prohibiting access to or interfering with utility personnel

A utility shall disconnect a customer if the customer or its representative interferes with a utility staff or sub-contractor performing utility- assigned duties at the customer's property. Prior to taking such actions the utility shall give the customer notice of minimum 3 days and set out its reasons supported by evidence that the customer has interfered with or actively taken steps to prevent the utility from having access to;

- (a) meter inspection;
- (b) meter reading; or
- (c) maintenance or upgrade of utility equipment installed on the customer's property.

Actions or events such as locked gates or absence of customer or customer representative at the property shall not to be considered as prohibitive actions in this regard. However, if such actions become repetitive with no cooperation from the customer(s) then the utility shall proceed with disconnection in accordance with this Rule.

8.8 Disconnection due to safety

The utility shall immediately disconnect a customer if it is discovered during meter reading that there exists a hazard that threatens the safety of the customer or the general public; or the employees, subcontractors or representatives or facilities of the utility. In this case, the utility shall provide to the customer a report on the nature of the hazard and the corrective measures undertaken by the utility and those the customer may undertake to mitigate the safety risks associated with the hazard(s) before service can be reconnected.

8.9 Disconnection due to theft or meter tampering

A customer may be disconnected if the utility has identified in writing to the customer and informed the URA with reasons for disconnecting the customer for any action related to meter tampering, theft of service or other unauthorized use of the utility service. The utility may only proceed with the disconnection in accordance with Rule 8.14

8.10 Disconnection due to termination of service requested by a customer

A customer's service shall be disconnected on the date requested by the customer. The utility shall record the final meter reading and bill the customer for service consumed since the previous reading.

8.11 Disconnection in the absence of a customer

Subject to Rule 6.2(a), 6.2(b) and the Water Supply Act, if a customer vacates any premises without giving prior notice to the utility, the utility may cause the disconnection of the electricity or water supply to such premises, and the customer shall be held liable for the payment of any charges registered on the meter when the meter reading was taken.

8.12 Wrongful disconnection

If it is determined by the URA that a customer was wrongfully disconnected, the utility shall reconnect the customer within 24 hours of the URA's decision. The utility shall then offset the customer's next bill(s) with an amount equivalent to the estimated consumption loss for the period the customer was incorrectly disconnected. If wrongful disconnection is due to willful negligence of utility or in the event of repeated wrongful disconnection, the utility may also be penalised up to an amount of 100,000vt for undue hardship caused to each customer as a result of the utility's actions in this matter.

For the purposes of this rule, 'repeated wrongful disconnection' shall mean utility wrongfully disconnecting (a) same customer repeatedly, or (b) several customers over a period of time.

8.13 Time of disconnection

A customer may only be disconnected where the utility can reconnect the customer within 24 hours of disconnection, except in case where safety or meter tampering is involved.

8.14 Disconnection process

On the day of disconnection, the utility employee assigned to perform the disconnection should identify himself or herself to the customer or anyone at the premises that is to be disconnected.

- (a) A utility employee must carry a photo identity badge clearly displaying the logo and signed with common seal of the utility and shall be produced upon request by a customer.
- (b) The utility employee shall produce a copy of the disconnection notice and any other documents, orders or instructions informing the nature of the disconnection. The employee shall give opportunity to the customer to provide proof of payment or to verify that the cause of disconnection is under dispute.
- (c) The utility employee may proceed with disconnection if the customer does not provide proof of payment or has not confirmed with evidence that the cause of disconnection is under dispute.
- (d) Notwithstanding dispute, customer will be disconnected if seal of customer's meter is broken or measuring and controlling apparatus is tampered with.
- (e) After disconnecting a customer meter, the utility employee shall install a seal at the meter to prevent the customer from restoring the service without utility consent.
- (f) If a utility determines that a disconnected meter was reconnected by the customer, the utility shall physically remove the meter from the customer's property. Utility may also take appropriate legal action in the matter. The utility service may only be restored once the customer has performed all of the following;
 - (1) Paid reconnection fee subject to Rule 8.15 and 8.16.
 - (2) Paid for the cost of re-installing the utility meter.
 - (3) Paid a fine equivalent to twice their security deposit amount.
 - (4) Paid any outstanding bill amounts

8.15 Reconnection notice

A reconnection notification shall be provided by the utility to the customer at the time of disconnection. The notification shall advise the customer of the outstanding bill and other charges to be paid and any other corrective measures that the customer shall undertake prior to being reconnected to the utility service.

8.16 Reconnection

A utility shall restore service immediately to the customer if it is satisfied that the customer has:

- (1) completed outstanding payments or made appropriate arrangements to settle such payments; and/or
- (2) taken corrective measures recommended by the utility to remedy the cause(s) of disconnection.

8.17 Disconnection postponement

Subject to Rule 8.14(d), the utility shall not disconnect the customer in the following cases:

- (a) The customer has raised the dispute with the utility (evidenced in writing) or has filed a complaint/grievance with the URA under the URA Complaints and Dispute Resolution Rules.
- (b) Where the issue is of non-payment, if customer has paid the amount not in dispute or made satisfactory arrangement with the utility for payments.
- (c) The landlord has not settled all outstanding payments related to the utility service to a property occupied by tenant(s). However, service may be disconnected if:
 - (1) The tenants or occupants agree in writing to the disconnection notice.
 - (2) The landlord provides a written letter to the utility indicating that the premises are verifiably, not occupied.

9 Medical Emergencies: Electricity Supply Services

9.1 Medical Certificate

If an occupant(s) of a household has medical condition(s) that is reliant on mains powered life supporting equipment, the doctor responsible should provide a medical certificate to the utility. The medical certificate shall:

- (1) Identify the medical condition.
- (2) Describe the life supporting equipment being used including technical specifications.
- (3) Identify the doctor responsible with supporting documents verifying the doctor's credentials.

9.2 Critical Status

- (a) A household assigned Critical Status by a utility:
 - (1) Shall be a household that has an occupant on life support as per a medical certificate described in Rule 9.1; certificate submitted to the utility by the customer responsible for service to the household.
 - (2) Shall be provided power continuously for 12 months from the date the medical certificate is approved by the utility until such time the life support is no longer required determined in accordance with Rule 9.2(b). Whenever there is a planned power outage, the utility should make it a priority to inform the Critical Status household of the planned outage. The utility shall assist the customer in ensuring that there is sufficient backup power for occasions when the supply is interrupted, including providing backup equipment at nominal fee.
- (b) Upon receipt and verification of the certificate, the utility shall:
 - (1) Identify the household as that with Critical Status as defined in Rule 9.2(a) with the status renewed annually upon verification and renewal of the medical certificate. The status may be terminated once the utility is informed by the relevant doctor in writing that the life support is no longer required at the premises.
 - (2) Advise the customer the option to enter into an agreement for a Deferred Payment Plan in accordance with Rule 7.3.1, if the customer has difficulty settling the bill. Once the Critical

Status is terminated, the utility will advise the customer of the termination and any amounts outstanding.

- (3) It is responsibility of the customer to inform the utility of cessation of Critical Status and would be illegal to remain on such Critical Status when no longer qualified.

10 Complaints and Disputes

Any customer grievance that may arise as a result of the implementation of these Rules shall be referred by the customer concerned to the utility to resolve. In the event that a customer is not satisfied with the utility's response they may request URL's assistance in resolving the matter, in accordance with the Customer Complaints and Dispute Resolution Rules, approved by the Commission (Case U-0009-14)².

²

Power of URA to implement Rules

As part of UNELCO's submission to URA in this matter, the power of the URA to implement these Rules has been questioned. To clarify that the Commission has the power, this section discusses at some length the legal basis of this Order and Decision requiring the utilities and customers to comply with the Rules.

1 Powers and Functions under the URA Act

The URA is required to inform the public of matters relating to the regulated services, to assist customers to resolve grievances, and to exercise the functions and powers conferred by the URA Act or by any other Act in furtherance of the purposes of the URA Act (Section 12 (1)). The purposes of the URA Act is to ensure the provision of safe, reliable and affordable regulated services, maximize access to regulated service throughout Vanuatu, and promote the long term interests of customers (Section 2).

The URA has the power to do all things necessary or convenient to be done for or in connection with the performance of its functions (Section 13(1)). Further, the URA may require a utility to confer with the URA as to the manner in which it carries on any specified activity in relation to a regulated service. The URA may do anything reasonably incidental to any of its powers (Section 13(2)).

The URA must exercise its functions in a way that considers the interests of, and impact on, customers and utility businesses as well as any Government policy (Section 12(2)).

The Rules are issued in accordance with and pursuant to the URA Act with the aim of maintaining a balance between the utilities and customers' interests.

2 Rules not inconsistent with provisions of the Acts or UNELCO Electricity Contracts

The URA Act applies to a regulated service to the extent that is not inconsistent with a provision in any concession agreement under the ESA existing on or before the commencement of the URA Act or a provision of any other Act (Section 3). For the purposes of this Decision and Order, the relevant concession agreements are the PV Electricity Contract, Malekula Electricity Contract and Tanna Electricity Contract (collectively hereinafter referred to as 'UNELCO Electricity Contracts') and the ESA, the WSA and the WRMA. The Rules are not inconsistent with any of the provisions of the ESA, the WSA, the WRMA or the UNELCO Electricity Contracts. The Government is in the process of tendering the electricity services contract for Luganville. Meanwhile, the electricity services continue to be provided by Vanuatu Utilities and Infrastructure Limited (VUI) and is under the URA jurisdiction for regulatory purposes. Rules simply clarify the rights and obligations of the customers and utilities and enhance fair and customer friendly service terms.

3 Roles and rights assigned to URA by Government

Without limiting any of URA's rights and powers, Parliament has assigned several of Grantor's rights under concession contracts to URA (Section 20 of the URA Act); some of these rights pertain to matters raised in this Rules.

3.1 Assigned roles and rights under concession contracts

Several rights of the Government under the PV Electricity Contract pertaining to customer's agreement with UNELCO's customers have been assigned to the URA, e.g. section 12(64) of the Specifications of the PV Electricity Contract provides for "*checking and measuring apparatus, either by the Concessionaire or by an expert chosen by mutual agreement [between the Concessionaire and the consumer]*" but if no such agreement can be reached, the designated competent authority in Vanuatu is to make such decision. By operation of section 20(1) of the URA Act, the URA is deemed to be the competent authority to make such decision.

Section 13(65) states further that "*the agreement for the supply of electrical energy shall be established in the format of a subscription form in conformity with the model which will be agreed upon by the Concessionaire and the Grantor*". The power of the Grantor in this regard vested on URA by operation of section 20(1) of the URA Act. The same applies to Article 26(119) of the Tanna Electricity Contract and Article 26(120) of the Malekula Electricity Contract.

Furthermore, there are several rights of the Government under the UNELCO water services contract which are also assigned to the URA. In particular the right to approve subscription policy, as provided under Article 17 – Subscription Agreement – of the PV Water Supply Contract, is assigned to URA. The URA has the power to approve water subscription agreements which are to be executed under the PV Water Supply Contract.

URA is also aware of certain rights under the UNELCO Electricity Contracts and Water Contract that have not been assigned under the URA Act. None of these are impacted by the adoption of the Rules.

It is therefore well within the Commission's power to issue this Order and implement the Rules.

Responses to submissions

The consultation process in this case involved issuing a preliminary decision for utility, public and Government to review and comment upon; and a public meeting was held on 3rd September 2015. Written comments were provided by UNELCO on 17th September 2015 and by VUI on 24th August 2015. This section lays out the Commission's response to the comments received during the consultation process.

1 Amendment of UNELCO Electricity Customer Agreements

UNELCO has stated "*Sections 4, 7.2(b), 7.3(b), 9.3, 9.12 and 9.14(c) of the Preliminary Decision under which the URA purports to unilaterally amend the Customer Supply Agreement. Each of the UNELCO Electricity Contracts provides that the Customer Supply Agreement must be agreed upon by UNELCO and Grantor. The URA is not able to unilaterally amend the Customer Supply Agreement without UNELCO's consent.*"

1.1 URA response:

- (a) Commission is recommending that UNELCO amend its customer agreement in compliance with the Rules. The Rules are based on prevailing regulatory norms and best practices which the utility has no valid reasons to deny its customers, simply because they were not anticipated in agreements signed in 1986. UNELCO has given no reason why Rules are unreasonable burdensome or cannot be applied. Simply that they are not in the original agreement/customer agreement is not valid argument. The extant terms of the Electricity Customer Agreement cannot supersede the provisions of the URA Act. Rather it should be in consonance with the URA Act and current utility practices. To the extent it requires concessionaire concurrence there is no reason for UNELCO to withhold that concurrence.
- (b) In any case the Rules shall apply when dealing with customer issues by the URA.
- (c) However the Commission has taken under consideration their argument that it is practically difficult (including raises financial concerns) to have employees collect payments on site at the time of disconnection. For this reason the provision has been removed.
- (d) Rule 7.2(b) the sub-rule has been revised so that it is triggered only in the event of repeated failure by utility (as defined therein)
- (e) Similarly Rule 7.3(b) has been made more lenient for utilities so that the utility cannot do more than 2 consecutive bill estimates as opposed to the previous position where it could only do 2 bill estimates a year.
- (f) Further Rule 9.12 has been made more lenient as the financial penalty will only be levied upon the utility in the event of wrongful disconnection on account of willful negligence of utility or repeated wrongful disconnection.
- (g) UNELCO's argument in respect of 9.14(c) on grounds of inconsistency is rejected for the reason set out in sub-paragraphs (a) and (b) above.

2 Security Deposit

UNELCO objecting to Rule 5(b) has stated "... Each of the UNELCO Electricity Contracts already prescribes the formula to be used in calculating the security deposit. This may only be amended in accordance with the applicable tariff review provisions in each of the Concessions".

UNELCO objecting to Rule 5(d) has stated "... Each of the UNELCO Electricity Contracts provides that a security deposit shall not earn interest and is only refundable at the expiry of the agreement". Additionally, it has also stated "Further, even if it were valid it is unclear what would constitute a satisfactory payment history."

2.1 URA response

The reference to Section 5 of the Specifications (PV Electricity Concession) by UNELCO is incorrect. To analyse this objection URA staff analysed Section 13(66) of the Specifications (PV Electricity Concession) as subsequently amended in 2013, article 26(120 and 121) of the Tanna Electricity Contract and article 26(121 and 122) of the Malekula Electricity Contract as these provisions pertain to provision of security deposit by customers. The provisions of the Tanna and Malekula Electricity Contract reflect the terms of the PV Electricity Concession entered into in 1986 by the Government. The Commission is of the opinion that the terms are outdated and not in the best interests of the customers.

In light of UNELCO's feedback, the Rule 5(c) (compared with Rule 5(d) in the Preliminary Order) has been revised so that deposit is to be refunded only after termination of customer service (and other circumstances have been deleted). It is only fair and equitable that a well-paying customer either receives his/her deposit back upon proven good payment history or compensated for long term use of his/her money retained by the utility. Since Rule has been revised and utility can keep the deposit then it is only fair that the deposit earn a reasonable interest, which in most cases will be far less than the cost of that money to the customer. UNELCO statement as to what constitutes satisfactory payment is easy to resolve. While we leave it to utility discretion it would be reasonable to assume good payment history if a customer has been payment bills on time for past 12 months. Further a non-paying customer is charged a late fee and this provision will reduce non-payments or allow late payments to offset Security Deposit concerns.

UNELCO (as well as other utilities) may bring any impact of this provision on its costs, such as working capital needs, before the Commission for appropriate tariff adjustment.

3 Meter accuracy

UNELCO has stated "Section 6.3(b) of the Preliminary Decision which provides that if a customer is of the view that the meter is not accurate, the utility must test meter accuracy at its own cost. Each of UNELCO Electricity Contracts provides that inspection costs are payable by customers if the meter is shown to be exact or within the prescribed allowance".

3.1 URA response

The references to Sections of the UNELCO Electricity Contracts by UNELCO in footnotes is incorrect. Section 12(64) of the Specifications (PV Electricity Concession) provides: "Customers may at all times request the checking of their measuring and controlling apparatus, either by the Concessionnaire, or by an expert chosen by mutual agreement, or, if no agreement can be reached designated by the competent authority of Vanuatu, inspection costs shall be payable by the customers only if the meter is shown to be exact within the limit of the regulatory tolerance.

In any case, an inaccuracy shall only be taken into consideration if it exceeds the limit of the regulatory tolerance.”

The Tanna Electricity Contract and Malekula Electricity Contract contain similar language.

The above was taken into consideration and the Commission decided to revise Rule 6.3 for all utilities. This is now consistent with UNELCO position.

4 Disconnection due to theft or meter tampering

UNELCO has stated *“Section 9.9 of the Preliminary Decision under which UNELCO is required to receive confirmation from the URA prior to disconnecting a customer due to theft or meter tampering. Each of the UNELCO Electricity Contracts allows UNELCO to immediately suspend the supply of electricity if the meter is interfered with.”*

Additionally, UNELCO has stated *“Further, it will delay the period between the identification of a tampered/unauthorized meter and the disconnection of a service which may pose a risk to public safety by allowing an unsafe meter to remain in the field. This will also impact UNELCO’s ability to recover any consumption used in the period between the identification of the issue and the URA’s approval.”*

4.1 URA response

The references to Sections of the UNELCO Electricity Contracts by UNELCO in footnotes is incorrect. To analyse this objection URA staff analysed Section 11(62) of the Specifications (PV Electricity Concession), article 24(116) of the Tanna Electricity Contract and article 24(117) of the Malekula Electricity Contract.

Section 11(62) of the Specifications states *“Customers shall not interfere with such seals. Should the seal of a meter be found to be broken or should the measuring and controlling apparatus be manipulated, supplies of electricity shall be immediately suspended, without prejudice in any other compensations and interests that may be payable to the Concessionnaire by decision of the Court.”*

Under Rule 9.9, UNELCO continues to have the right to suspend supply of electricity in the circumstances mentioned in Section 11(62) and Articles 24(116) and 24(117), and this action will continue to be without prejudice to any other compensation/interest payable to UNELCO by decision of Court. Rule 9.9 sets out the manner in which this right will be exercised by UNELCO i.e. it must inform both the customer and URA in writing of its reasons for disconnecting the customer and must comply with Rule 9.14. The process ensures that a utility can act promptly in such cases, at the same time its actions are fair and not arbitrary. For abundant clarity language has been revised in Rule 9.9 and sub-rule 9.14(d) has been inserted.

Rule 9.8 gives a utility to disconnect immediately on grounds of safety or theft.

In respect of recovery of payment, this concern too is unfounded. UNELCO cannot have the right to disconnect without informing the customer and to URA which should not cause any unnecessary time delay as no approval is required. UNELCO cannot suspend supply if invoiced amount is disputed as such action could put undue pressure on a customer to accept the bill even if erroneous, just to continue uninterrupted essential service.

Provision protects both utility and its customer.

5 Customer grievances to be referred to URA under CCDR Rules

UNELCO has stated *“Section 11 of the Preliminary Decision which refers all disputes to the CCDR Rules (Case U-0009-14. Each of the UNELCO Electricity Contracts provides that all disputes between UNELCO and its customers in the event of persistent disagreement will be judged by the Supreme Court of Vanuatu.”*

5.1 URA response

If an electricity customer of UNELCO in Port Vila files a complaint with the URA, the complaint shall be resolved by URA via the process set out in the Customer Complaints and Dispute Resolution Rules (CCDR Rules). Under the CCDR Rules the customer/utility, if not satisfied with the URA decision has the right to approach the Court.

There is no inconsistency and UNELCO's objection is invalid.

6 Billing frequency

In respect of Rule 7.2(a), VUI has explained its current meter reading process and stated that implementation of the said rule will require VUI to completely revise its process and likely require additional personnel. Additionally, VUI has to deal with a geographical area that is quite large and over very poor roads. Hence, the initial driving and reading of the meters and the re-checking of observed anomalies can take some time. VUI has explained that most of its customers do not have addresses or mail boxes and each bill and notice has to be hand delivered to the home. There is no mail service. For these reasons, VUI has expressed that it is not possible for it to issue its bills within the 5 day timeline.

6.1 URA response

Taking into consideration VUI concern the Commission agrees that the time period between metering reading and billing be extended to 10 days for all utilities.

7 Estimating Customer Bill

Objecting to Rule 7.3(b), UNELCO has stated *“As specified in the Customer Supply Agreement, it remains the customer's responsibility to ensure free access to UNELCO to the meter each month to prevent an estimated bill. UNELCO currently informs its customers with access difficulties in writing (by letter) and verbally (by a phone call) to attempt to gain actual reading prior to any estimated reading of their meter by UNELCO. We believe that this is a fair and reasonable attempt and the onus should remain with the customer.”*

7.1 URA response

Access to meters and correct meter reading is an essential and critical part of utility billing and payment, and is a responsibility that applies equally to the customer and the utility. Further, it is in the interest of both the customer and utility that the correct amount be paid in each billing period. For this reason bill estimation should be avoided or minimized. Any exceptional circumstances need to be appropriately addressed by the utility on a case to case basis to resolve the issue. It is not acceptable for a utility to allow unread meters over extended continuous periods.

In light of the feedback, Rule 7.3(b) has been revised so that it is more lenient and easier for utilities to implement the provision while protecting the customers. Please see sub-paragraph (d) under *'Amendment of UNELCO Electricity Customer Agreements'* above.

8 Reminder of disconnection

In respect of rule 9.5(a), UNELCO states “... requires that a utility makes two phone calls within the grace period to a customer to notify the customer of a disconnection for nonpayment. This imposition on a utility will have substantial impact on resourcing and thus a financial impact for the commercial business. Further, this may also be hampered by the fact that customers are regularly changing their contact details including their mobile phone numbers.”

8.1 URA response

UNELCO has admitted in paragraph 4.4 of its submission that it currently has systems in place where it contacts customers through phone calls of difficulties in accessing meters to undertake an actual meter reading (please see sub-section above). Since this already exists, URA is unable to understand how UNELCO is reasonably claiming that the requirement under Rule 9.5 wherein UNELCO is required to make phone calls to its customers results in additional burden.

Further, UNELCO should maintain and periodically update the customer contact information.

9 Estimated Bill Withdrawal – Direct Debt Arrangement

Objecting to Rule 7.3(f), UNELCO has stated “... This contradicts section 7.3(e)(1) of the Preliminary Decision which specifies that an estimation calculation is the average of the last three actual bills. By UNELCO applying the correct estimation algorithm, why would the payment of such bill be denied because the customer is on a direct debit arrangement.”

9.1 URA response

Taking into consideration the feedback, Rule 7.3(f) has been deleted.

10 Billing Information

VUI has requested that Rule 7.4(b)(4), (5) and (6) be delayed until they can upgrade their system to incorporate these capabilities. Further, they have highlighted certain cost implications in complying with the said requirements.

10.1 URA response

VUI's comments have been taken into consideration. VUI is given 3 additional months (from the date of coming into effect of the Rules) to ensure compliance with aforementioned sub-rules. References to the aforementioned sub-rules are revised under the final rules and correspond as follows – 7.4(b)(5), (6) and (7). During the time period of 3 months VUI must undertake all necessary steps to ensure that at the end of the period they are able to comply with the said sub-rules and so advise the URA.

Reasonable costs associated with implementation of the Rules will be considered during standard tariff review and allowed in Tariffs.

11 Common Billing

Objecting to Rule 7.6, UNELCO has stated that this requirement “... is likely to confuse customers given that electricity and water bills are issued for different periods... Further, the amount of information that would be contained in a common bill may further complicate matters for customers. UNELCO's current Information Technology system does not allow or

this functionality and as such the implementation of this rule would increase UNELCO's cost."

11.1 URA response

Commission is not convinced of the UNELCO argument. It is utility's responsibility to upgrade its metering and billing program, synchronise meter reading of two services, and make it efficient and customer friendly. Common billing will achieve this purpose. However for now Rule 7.6 has been revised

12 Method of Delivery (Website)

Objecting to Rule 7.7(d), UNELCO has stated that "... UNELCO's IT system does not allow this functionality at the moment and as such the implementation of this rule would increase UNELCO's costs. UNELCO considers that the recent introduction of E billing, which allows customers to receive their invoice via email as well as mail options is sufficient for now and until such time when UNELCO's IT system allows for such an improvement.

The proposed delivery method of a customer's invoice via a utility's website is rather interesting as it will improve a utility's service but this proposal must first be assessed and analysed by the utility prior to its implementation and cannot just be implemented unilaterally."

12.1 URA response

Commission expects utilities to apply modern technology and state of art management tools to its operations including billing and payments system in order to provide efficient and customer friendly services. The issue will be revisited by the Commission. For now Rule 7.7 has been revised to address the concern raised.

13 Deferred Payment Plans

In respect of rule 8.3, UNELCO states "UNELCO believes that any payment plans should not exceed one month for electricity and three months for water due to billing cycles, otherwise this would increase the debt and make it more difficult for customers to pay off their arrears.

UNELCO believes that for a customer to be eligible for a repayment plan, the customer must request it and that this shall be approved by UNELCO prior the due date of the bill.

The URA is well aware that UNELCO is concerned about the difficulties faced by some of its customers to pay their bills ... This is one of the reasons why UNELCO has introduced the electricity pre-payment metering system to its small domestic customers and residential customers ..."

13.1 URA response

UNELCO's request that the customer should request a payment plan prior to the due date is reasonable and is adopted.

Commission also agrees that Deferred Payment Plan (DPP) should be allowed in special hardship cases. However DPP should allow three months to twelve months depending on the amounts owed and the circumstances of the specific customer.

14 Disconnection process

UNELCO has objected to Rule 9.14(c) pursuant to which, amongst others, a customer is given a chance to pay its outstanding invoice at the time of disconnection to the utility representative to avoid such disconnection. UNELCO has objected on grounds of inconsistency with Customer Supply Agreement and that it creates financial risk and greater responsibility on its employees.

14.1 URA response

UNELCO's objections in respect of Rule 9.14(c) have been responded to in subsection '*Amendment of UNELCO Electricity Customer Agreements*' above.

The Commission hopes that such situations resulting in disconnection process would be uncommon and rare, however a fair process must be provided so as to ensure that utility is adequately protected from customers' illegal or inappropriate behaviour undermining energy or water supply services.

The order of the Commission is binding subject only to appellate review pursuant to Section 28 of the Act.

Commission Order

Findings

Based on customer complaints and feed-back received from customers and utilities, the Commission finds that:

- It is necessary and timely to issue the Utility Billing and Payment Rules for water and electricity services (Rules).
- The Rules ensure fairness, transparency and consistency in billing customers and receipt of payments .
- The Commission has the power to issue and require the implementation and adherence to the Rules pursuant to the URA Act.
- The Rules are not inconsistent with the provisions in the UNELCO Electricity Contracts. To ensure the customers are properly informed and aware of their rights under the electricity and water services :
 - Utilities' electricity Customer Agreements should be revised to appropriately reference these Rules; and
 - Utilities' water Customer Agreement should be revised to appropriately reference these Rules.

The Commission therefore orders that:

1. The Utility Billing and Payment Rules for water and electricity services set out in Section 2 are adopted.
2. **Dissemination of information:** Within 15 days of this Order the utility shall display on its website the Rules set out in Section 2 above and make available in their office(s) copies of which shall be provided to customers upon request, free of charge.
3. **Revision of Customer Agreements:** All utilities should appropriately revise any Customer Agreement according to the Rules.
4. **Effective Date and Commencement Date:** The Order comes into effect immediately.

Notice of Grievance

If the Government, a utility or a customer is aggrieved by this Order, it may request the Commission to reconsider the decision on issues aggrieved upon. A Notice of Grievance should be submitted within 30 days of the Order. The Notice should contain:

- The issue or issues being contested
- A detailed description of any facts or matters supporting the grievance
- Copies of any documents supporting the grievance
- A detailed description of any alleged error of law or fact
- A detailed description of any relevant changed facts or circumstances since the action being the subject of notice.

A Notice of Grievance can be received until 6th June 2016 and addressed to the Commission.

The Notice may be:

- delivered in person at the
Office of the Utilities Regulatory Authority
VNPF Compound
Corner Pierre Lamy & Andre Ballande Street
Port Vila, Vanuatu
- mailed to
Case U-0016-14
Utilities Regulatory Authority
P.M.B 9093
Port Vila
Vanuatu
- or emailed to
Hasso Bhatia, *PhD*
Chief Executive Officer
Utilities Regulatory Authority
hbhatia@ura.gov.vu

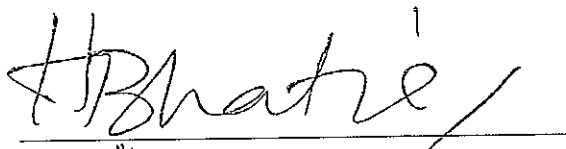
If the Commission receives a timely Notice of Grievance, it will conduct a review based on established procedures. If upon review the Commission determines that the grievance is justified, then it shall revoke, amend or vary the decision on the matter complained of.

Execution Page

Commission Order is effective on the date this Order is signed.


CEO and Commissioner

Hasso C. Bhatia, PhD


Date 6th May 2016

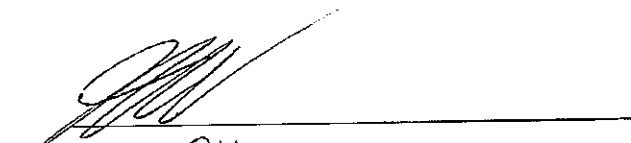
Chairman

Johnson Naviti Matarulapa Marakipule


Date 6th May 2016

Executive Commissioner

John Alilee


Date 6th May 2016

Seal of the Utilities Regulatory Authority



**Utilities Regulatory Authority
Vanuatu**

You can access the U-0016-14 Final Decision, April 2016 on our website www.ura.gov.vu, or by contacting us by telephone (+678) 23335, email: breuben@ura.gov.vu or regular mail at U-0016-14, Utilities Regulatory Authority, PMB 9093, Port Vila, Vanuatu.

