**The main rights and obligation of the end customer**

**Natural gas:**

* Art. 145 of Law no. 123 of 10th of July 2012 regarding the electric energy and natural gas;
* Art. 60-61 of Order no. 29/2016 to approve the Rule regarding the supply of natural gas to end customers.

***The main obligations and rights of the end natural gas customer, in conformity to art. 125 of Law no. 123/2012, are:***

1. *The end customers have the obligations to pay the invoices representing the value of services provided by the supplier/system operator, in the terms and conditions settled in the contract concluded with.*
2. *For nonfulfillment of the contractual obligations, other that the obligation of payment of the end customer, the party in fault shall pay the other party penalties until the complete cover of the caused prejudice, in conformity to the provisions stipulated in the contract.*
3. *In case of operating interventions on a system in natural gas system, including on an installation, that puts in danger the safety of natural gas supply, the system/installation operator is entitled to disrupt the supply, in conformity to the ANRE specific regulations. In case of certification, upon the legal provisions in force, of actions meant to alter in any way the measurement equipment’s indicators or to steal natural gas by bypassing the measurement equipment, the supplier is entitled to request the end customer to constitute financial guarantees for a consuming period equivalent to maximum a year. The refuse to constitute those guarantees gives the right to the supplier to request the transport/distribution operator to disrupt the supply to the end customer.*
4. *The end natural gas customers have* ***the following rights****:*
5. *To have access to the objectives/systems in natural gas sector in the conditions of the law and to be informed, when they are connected to it, regarding their rights to be supplied with natural gas of a specified quality, at reasonable prices, in conformity to the legal provisions in force;*
6. *Without affecting the provision of Law no. 193/2000, republished, with the ulterior modifications and completions, and to Emergency Government Order no. 34/2014, to conclude with the natural gas supplier a contract which shall contain equitable contractual conditions/clauses and which shall contain at least the following information:*
7. *The identity of the supplier and it’s address;*
8. *The services, the quality of the services, the starting term of the contract development, respectively the term settled to start the initial natural gas supply, by case;*
9. *The types of maintenance services settled, by case, in the contract;*
10. *The means to obtain actualized information regarding all the applicable prices/tariffs, including the maintenance, by case;*
11. *The duration of the contract, the conditions of renew/prolong and disrupt of the services and of the contract and if it is acknowledged the right to free of charge denunciate the contract;*
12. *The eventual compensations/indemnifications and the reimbursement method applicable in the case of nonfulfillment of the service quality, including the case of inexact billing and realized with delay;*
13. *The methods to initiate the procedures for solutioning the litigations in conformity with letter j);*
14. *Information regarding the rights of the clients, including the complaints solutioning and all the information mentioned at letter b) communicated clearly by the invoices or on those economic operator’s webpages;*
15. *To be given a copy of the contract with no costs, from the natural gas supplier, which shall contain at least the information at letter b) before the conclusions or the confirmation of conclusion of it. When the contract is concluded by intermediaries, the information at letter b) are provided, as well, before the conclusion of the contract;*
16. *To request the supplier/system operator the modification and completion of the concluded contract, when new elements appear or whenever is considered to be necessary to detail of complete any contractual clauses, in conformity to the legal provisions in force;*
17. *To be notified accordingly regarding any intention to modify the contract, as well as any price/tariff majority, directly and in useful time, but not later than the last of the first normal invoicing period which follows the entry in force of the price augmentation, in a transparent and easy to understand, as well as to be informed, in the moment of notification, regarding the right to denounce the contract, in the case if they don’t accept the new conditions;*
18. *To denounce the contract in the case they don’t accept the new conditions notified by the natural gas supplier;*
19. *To have at their disposal methods to pay, which shall allow to fulfill their payment of the bill obligation, payment obligations in the contract and which shall not create unjustified discriminations between the clients. The anticipated payment systems must be equitable and to reflect adequately the probable consume. Any difference related to the clauses and the conditions of the payment systems must reflect the cost supported by the supplier for the different payment systems. The general conditions must be equitable and transparent, presented in a clear and easy to understand language, and it must not contain noncontractual barriers in the way of the client’s rights, as for example the excessive contractual documentation. The clients are protected against the incorrect or deceiving commercial practices;*
20. *The change the supplier with no cost, respecting the contractual conditions/clauses, in 21 days from the date of the request, according to ANRE approved procedure, that settles in main, the steps of the supplier change process, the method to fulfill the payment obligations owed by the end customer to the supplier to the changed, the information that may be required by the end customer or by the new supplier in the change process, as well as the system operators which are obliged to supply;*
21. *To receive a final liquidation invoice, after the supplier change, in maximum 42 days from the supplier change;*
22. *To benefit from transparent procedures, simple and to the lowest cost for complaints management. All the end customers have the right to a high level of standard for the services and the solutioning of the complaints. Such extrajudicial solutioning procedures of the litigations must allow the correct and prompt solutions, in maximum 90 days, and to have, in justified cases, reimbursement system and/or compensations; these procedures should respect, when it’s possible, the principles in Recommendation 98/257/CE; these procedures are elaborated in respect with a procedure-frame issued by ANRE;*
23. *To receive transparent information regarding the applicable prices/tariffs, and the general conditions to access and use of services provided by the natural gas supplier;*
24. *To request the disruption of natural gas supply, in case if the disruption is related to the safely functioning of the end customer’s installations or of the system operator’s;*
25. *To request the taking of measures in case of technical deficiencies, in order to secure the safety parameters in natural gas supply;*
26. *To request and receive the penalties supported by the supplier/system operator for obligations nonfulfillment, in conformity to the provisions regarding the performance standards;*
27. *To request and receive, with no additional costs for this service, all the relevant data regarding the personal consume or to empower any licensed supplier, based on an explicit and free agreement, to have access to the measurement data, the system operator responsible for that data management having the obligation to provide them. ANRE ensures the access to the information related to the end costumer, settling, for optional use, a presentation format, easy to understand, harmonized on national level, as well as the access method of the end customers and their suppliers;*
28. *To be correspondingly informed regarding their effective consumption of natural gas and related real costs, sufficiently frequent so they have the possibility to adjust their natural gas consume. These information is communicated by the suppliers at corresponding time frames, taking into consideration the equipment capacity to measure the end customer and the cost-benefit report of these measurements, without additional costs to the end customers for this service.*
29. *The end customers do not have the right to sell natural gas.*

*In conformity to art. 60 of ANRE Order no. 29/2016, the end customer has also the following rights:*

1. *To change the type of contract, by transition from the natural gas suppliers in regulated regime/ in last instance regime to natural gas supply in negotiated regime;*
2. *To have at their disposal, for free, printed or, if required, in electronic form, a copy of the natural gas supply contract before the conclusion or confirmation of conclusion, including the situation of contract conclusion by intermediaries;*
3. *To have at their disposal, in the moment of contract conclusion, the contact details of the supplier’s unique contact point and the regional/local information point which is the closest to the respective consume location;*
4. *To opt for the necessary level of card’s recharge, in situation in which has installed at the consume location a measurement equipment with prepaid card system;*
5. *To request the supplier to disrupt/limit/resume the supply of natural gas at the consume location, respectively to suspend/limit the technical parameters/resume the supply of natural gas, in conformity to legal provisions in force;*
6. *To file a complaint to the supplier referring to the supply activity at the consume location and to benefit from a high standard complaint management, according to frame-procedure approved by ANRE; if the end customer is not fully satisfied by the solution of his complaint or if an eventual litigation is not settled on amicable terms, he has the possibility to address to ANRE, to use other extrajudicial procedures to settle the complaints/litigations, as well as to address to the competent court;*
7. *To request information related to the consume history of the location/locations, for a period up to 24 months previous to the request or for the period since the natural gas supply contract’s conclusion, if the latter is smaller; the end customer’s request must contain his identification dates, the option to use/not use the frame format to present the data, detailed in the annex to this rule and the method chosen by the client to transmit the requested information;*
8. *To request information regarding the value of the invoices issued in the last 24 months or for the period since the contract’s conclusion, if the latter is smaller;*
9. *Any other rights in Electric Energy and Natural Gas Law no. 123/2012, with modifications and completions, in the present Rule, in concluded contracts or other normative applicable documents.*

*The end customer does not have the right:*

1. *To sell contracted natural gas;*
2. *To return to natural gas supply in regulated regime if he has exercised his right to select.*

*In conformity to art. 61 from ANRE Order no. 29/2016:*

*The end natural gas customer, mainly, has the following* ***obligations****:*

1. *To notify any change of the identification details in the natural gas supply contract, in 30 days since the modification;*
2. *To pay required penalties, by case, for past due payment representing the value of consumed natural gas, in the terms and conditions from the natural gas supply contract;*
3. *To pay the operator’s tariff for resuming the supply and to constitute a financial guarantee, if the case, to resume the suspended/limited natural gas supply for nonpayment of invoice regarding the value of natural gas consume, in the term from the contract and, by case, the penalties for delayed payment;*
4. *To grant access to the operator’s representative to suspend/limit the technical parameters/to resume the supply, in conformity to the legal provisions in force, to install, to uninstall, seal, maintain, verify or remedy defections to the installations located within the operator’s exploiting zone, when these are placed on the end customer’s property. The period of time settled by the operator to complete the activity is communicated to the customer for consent. The operator’s representative has the obligation to present the working id card and to specify the reason why he requires access on end customer’s property;*
5. *Not to deteriorate the measurement equipment, the metrological sealings of the operator and all the other installations from the operator’s exploiting zone, placed on his property;*
6. *To immediately announce, on the telephone number provided by the operator, any deficiency in the functioning of the measurement equipment and installations in the exploiting area of the operator, placed on his property, to check and remedy it, to ensure the safety parameters in natural gas supply;*
7. *To pay the replacement costs and the metrological check of the measurement equipment, if these services were provided by the fault of the end customer or as a result of a complaint from the client that proved not to be founded;*
8. *To pay the value of the natural gas recalculated for a previous period, when the malfunction of the measurement equipment is found, in conformity with the legal provisions in force related to natural gas measurement;*
9. *To constitute in the favor of the supplier, at his request, a financial guarantee for a consuming period of maximum one year, in the case of finding, according to legal provisions in force, of actions meant to alter in any way the indications of the measurement equipment or to steal natural gas by bypassing the measurement equipment;*
10. *To maintain and to exploit the industrial/nonindustrial installation of natural gas use, in conformity with provision of the technical specific regulations approved by ANRE; the modification of the use installation is effected only by the economical operator authorized by ANRE;*
11. *To ensure the checks and technical revisions of the natural gas installation, in conformity with the specific procedures provisions approved by ANRE;*
12. *To ensure the remedy of malfunctions of the installation only through economic operators authorized by ANRE, according to the technical specific regulations approved by ANRE;*
13. *To exclusively use gas consuming machines that respect the requirements of the legislation in force and to verify and repair them, through economic operators authorized by legitimate organisms, in conformity with the regulations in force;*
14. *To take financial responsibility for imbalance payment with it generates on natural gas market, in conformity with regulations approved by ANRE;*
15. *Any other obligations in Electric Energy and Natural Gas Law no. 123/2012, with modifications and completions, in the present Rule, in concluded contracts or other applicable normative documents.*