

# General terms and conditions for consumers

## for the supply of district heating for private use

Developed by Swedenergy - Energiföretagen Sverige and the Swedish Consumer Agency

### 1 Introductory provisions

- 1.1 The supply of district heating for private use is subject to these general terms and conditions, and also to the provisions in the Swedish District Heating Act (2008:263), the Swedish Energy Markets Inspectorate's regulations on the obligation for district heating companies to provide price information to the public (EIFS 2009:3) and the Swedish Energy Markets Inspectorate's regulations and general advice on metering, billing and the provision of information about supplied heat energy (district heating) (EIFS 2022:3). These general terms and conditions are only applicable if the customer can be considered to be a consumer. Other terms and conditions cover the supply of energy from the consumer to the district heating network.

The supplier and the consumer must also conclude an individual customer contract setting out the specific information and terms and conditions between the parties for each individual consumer.

If the consumer is the keeper of a property or part of a property in a capacity other than owner, the provisions of these general terms and conditions will apply as appropriate with the necessary changes. The consumer must ensure that the supplier is granted the same rights vis-à-vis the property owner as if the consumer were the owner of the property.

Unless otherwise agreed in writing with the consumer, these general terms and conditions will apply. It is only possible to agree other terms and conditions if they are beneficial to the consumer compared to these general terms and conditions. This provision recurs in a number of terms and conditions of these general terms and conditions, but this repetition is not intended to have any meaning other than as a reminder of the provision in this point.

In the event that business activities are carried out on the property or the scope of such activities changes, the consumer must notify the supplier.

- 1.2 These general terms and conditions apply until further notice and may only be changed after the joint approval of Swedenergy - Energiföretagen Sverige and the Swedish Consumer Agency. Unless otherwise agreed with the consumer, the supplier is entitled to unilaterally introduce changes approved by the Swedish Consumer Agency to the general terms and conditions at the earliest two (2) months after the consumer has been notified of the change. Such notification must take place in writing.

- 1.3 Definitions

For the purposes of these general terms and conditions

contract	means the individual customer contract with other appendices to the contract, and also these general terms and conditions.
property	means land of which the consumer has ownership or a right of use, including buildings and other installations, regardless of whether the buildings or installations constitute movable or immovable property.
district heating substation	means equipment which transfers heat from the supplier's installation to the heating system on the property.
integration unit	means a unit that calculates the energy content of the district heating supply.
consumer	means a customer who is a natural person and who mainly uses district heating other than in the course of business.

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consumer's installation	means the installation, of which the consumer has ownership or a right of use, which receives and distributes heat and is located inside the property after the supply boundary.
supply boundary	means the boundary between the supplier's installation and the consumer's installation.
supplier	means the other party in the consumer's contract.
supplier's installation	means the installation, of which the supplier has ownership or a right of use, which produces and/or distributes district heating and is located before the supply boundary or a third party. The supplier's installation also includes meters and communication equipment for readings, which the supplier owns.
meter	means the instrument designed for the measurement of heat according to the definition in the currently applicable regulation of the Swedish Energy Markets Inspectorate (EIFS 2022:3).
metering point (delivery point in EIFS 2022:3)	means the point at which the heat energy is transferred from the district heating network to the district heating customer's installation.

## 2 Contract

- 2.1 A contract between the consumer and the supplier must contain at least the following information:
1. the supplier's obligations in respect of the consumer,
  2. the price of the district heating and how it is determined,
  3. where the consumer can find information about the supplier's district heating prices,
  4. the duration of the contract,
  5. the arrangements for contract renewal in the case of contracts concluded for a specified period,
  6. metering of the amount of heat energy supplied and reporting of the readings to the consumer, and billing of the consumer,
  7. whether and under what circumstances the contract permits the supplier to make a unilateral change to one of the terms and conditions,
  8. the terms and conditions governing notice to terminate the contract,
  9. the supplier's liability to pay compensation if it fails to fulfil the contract,
  10. who is responsible for reinstatement costs following
    - a. connection to the district heating system,
    - b. maintenance of the pipelines, or
    - c. removal of the connection,
  11. the option of requesting negotiation and applying for mediation in accordance with the Swedish District Heating Act, and
  12. how, at the request of the consumer, the supplier will make information available on its website or otherwise about independent user advice which provides consumers with advice on available energy efficiency measures and comparison profiles.
- If the supplier or consumer so wishes, a written supply contract will be concluded. If a written contract is not concluded, the supplier must confirm in writing as soon as possible that a contract has been entered into.
- 2.2 The supplier undertakes to supply district heating for normal heating and hot water production to the extent and under the terms and conditions set out in the contract.

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- 2.3 Before a contract concluded at a distance or off-premises can be entered into, information in addition to that specified in point 2.1 must be provided in accordance with Chapter 2, section 2 of the Swedish Act (2005:59) on distance and off-premises contracts (Distance Contracts Act) using the method set out in Chapter 2, sections 3 and 5, respectively, of the same law. If the supplier contacts the consumer by telephone on its own initiative with a view to concluding a distance contract (direct telephone sales), before concluding a contract the supplier must also provide the information set out in Chapter 2, section 3a Distance Contracts Act.

In the case of direct telephone sales, in accordance with Chapter 2, section 3a Distance Contracts Act, the supplier must confirm its offer in a document or other readable and durable format that is accessible to the consumer. In the case of such telephone sales, contracts are concluded when the consumer accepts the offer in writing after the call. The offer is accepted in the way specified by the supplier, for example by letter, email or SMS text message. If such acceptance is not provided, the contract is invalid. The confirmation of the offer by the supplier must state that contracts which have not been concluded in this way are invalid and that the consumer is not obliged to pay for services under the offer.

When a distance contract is concluded, the supplier must provide the consumer with a confirmation of the contract within a reasonable period of time. The confirmation must be provided in a document or in any other readable and durable format accessible to the consumer and must also include the information specified in point 2.1 and the first paragraph, first sentence of point 2.3, unless the information has already been provided in this way.

If a contract is concluded off-premises, the supplier must provide the consumer with a copy of the signed contract or a confirmation of the contract. The copy or confirmation must be provided in a document or, with the consumer's agreement, in another readable and durable format accessible to the consumer.

- 2.4 In the case of contracts concluded at a distance or off-premises, the consumer is entitled to withdraw from the contract (right of withdrawal) by submitting or sending a relevant notification to the supplier within a certain period of time (cooling-off period).

When a distance contract is concluded, the cooling-off period is 14 days and begins on the day the contract is concluded, provided that the consumer has been informed of the right of withdrawal under Chapter 2, section 2, paragraph 1, point 9 Distance Contracts Act, as specified in Chapter 2, section 3 of the same law.

When a distance contract is concluded off-premises, the cooling-off period is 14 days and begins on the day the contract is concluded, provided the consumer has been informed of the right of withdrawal under Chapter 2, section 2, paragraph 1, point 9 Distance Contracts Act, as specified in Chapter 2, section 5 of the same law. This information must be provided to the consumer at the time the consumer receives a copy of the signed contract or in a confirmation of the contract.

### **3 Installations**

#### **General provisions**

- 3.1 The supplier determines the pressure, temperature, other dimensioning data for the district heating supply and the technical design of the district heating substation, and the supplier is entitled to change these. If such changes necessitate measures to maintain the functioning of the district heating substation, the costs will be reimbursed by the supplier, less the increase in value resulting from the replacement calculated as the difference in the current value of the replaced and newly acquired equipment.
- 3.2 A party may not use its installation in such a way that loss or damage or disruption may occur at the other party's installation or for other customers. In addition, for safety reasons, the consumer must not remove the insulation on the primary pipeline in the consumer's installation.
- 3.3 The parties must immediately notify each other of operational disturbances, leaks and other similar circumstances that may affect the other party's installation, and of such circumstances as may affect the agreed terms and conditions.
- 3.4 The seals of the supplier may only be broken by the supplier.

#### **Supplier's installation**

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- 3.5 Following consultation with the consumer, the supplier lays the required pipelines to a supply boundary chosen by the supplier and also, if applicable, pipelines to third parties. If the consumer wishes to alter the supply boundary, change the location or increase the capacity, the supplier may arrange for such work to be done against payment to cover the additional costs incurred.
- 3.6 Within the property, the supplier is entitled to install and maintain meters, communication equipment for the readings, control equipment for power limitation and other equipment for monitoring energy use and, where applicable, the district heating substation and associated equipment. The consumer will pay for the electricity to operate these installations. The location of the equipment will be chosen by the supplier following consultation with the consumer, and access will be granted free of charge to the supplier. The meter, which is provided by the supplier, remains its property and may only be handled by the supplier.  
The consumer must ensure that the equipment referred to above is easily accessible to the supplier and that the supplier has access to the space where the supplier's meter is located.
- 3.7 If the supplier plans to replace a meter, the consumer must be informed well in advance why and when this will happen, unless there are special reasons why this is not possible.
- 3.8 Without the supplier's written consent, the consumer must not change the functioning or operation of the supplier's installation. The consumer may operate the supplier's valves only with the written consent of the supplier and in accordance with its instructions. In an emergency, where there is a risk of personal injury or serious damage to property, the consumer is entitled to close the valves at the supply boundary.
- 3.9 If the consumer requires the supplier's installation to be moved or otherwise altered within the property, the supplier must help with this unless there is a significant impediment. The costs incurred by the move or alteration must be borne by the consumer.
- 3.10 If the supplier's installation is not in operation for the property or for other properties, and it is not expected to be used in the future, the supplier must, at its own expense, remove the installation at the consumer's request if the installation causes significant inconvenience to the consumer and it can reasonably be removed. First, however, sealing of the supplier's installation should be considered. Nevertheless, the supplier is entitled to remove at its own expense any installation that is not in operation for the property.

#### **Consumer's installation**

- 3.11 The consumer installs, pays for and owns the consumer's installation and is responsible for its maintenance. The party that paid for the necessary equipment for the meter, such as electrical and pipe installation for the meter, meter board, meter cabinet and meter lines, also pays for the maintenance and replacement of such equipment.
- 3.12 Any connection to the supplier's installation may not take place without the supplier's written consent.
- 3.13 All work taking place on the consumer's installation that may significantly affect the agreed pressure, temperature or other dimensioning data, must be carried out in accordance with the provisions imposed by the supplier.
- 3.14 The consumer is obliged, at the supplier's request, to provide the supplier with information about the consumer's installation. The consumer must, at the supplier's request, carry out such measures at his installation as are necessary to achieve satisfactory functioning and operating conditions and to comply with the applicable provisions, such as laws and regulations in the technical field, or technical provisions and local instructions provided by the supplier.
- 3.15 The consumer must give notification of any significant changes in the use of the property, the surface area to be heated or the consumer's installation that affect the agreed terms and conditions.
- 3.16 If, during connection or inspection, the supplier discovers defects in the consumer's installation, it must inform the consumer. However, the fact that the supplier discovered or should have discovered defects does not relieve the consumer of responsibility for the consumer's installation or the obligation to correct defects in it.
- 3.17 The consumer may not distribute district heating from his/her installation without the supplier's written consent.

## **4 Access to the property**

- 4.1 The consumer is obliged, without special compensation, to grant the supplier access to the space within the property which is necessary for the supplier's installation.

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- 4.2 To allow the supplier's installation to be constructed, maintained, serviced and renewed, the consumer is obliged at the supplier's request to sign, without special compensation, an easement agreement or other access agreement or to help the supplier obtain a utility easement for its installation, and also to work to ensure that the supplier is entered in the property register as security for an easement agreement or other access agreement.
- With regard to utility easement proceedings, the consumer will enter into a special agreement with the supplier in which the consumer agrees that no compensation will be paid for the grant of the utility easement.
- The costs of entry in the property register and of the utility easement proceedings will be paid by the supplier.
- 4.3 Points 4.4 to 4.7 do not apply to the extent that the parties have entered into an easement agreement or other access agreement, or if the supplier has obtained a utility easement, with a different meaning than stated in those points.
- 4.4 The supplier is entitled to access the property in order to carry out construction and necessary installation, repair, service, maintenance work, or to collect readings, at the supplier's installation. Such work must, if possible, be carried out on weekdays between 08.00 and 18.00. The consumer must be notified of the works at least five (5) working days in advance. However, this does not apply to the correction of faults and defects which must be addressed immediately. If the works concern directly load-bearing structural elements or installations that belong to the consumer and are important for the functioning of the property, the work may not be carried out without the consumer's approval. However, in the event of emergency repairs, the measure may be carried out without approval. In these situations, the supplier must inform the consumer of the measure without delay.
- 4.5 To allow the measures provided for in point 4.4 to be carried out within the property, the consumer must grant access to the space described in 4.1 and the land needed in the particular situation. In this connection, the supplier is entitled to fell trees, cut shrubs or remove other installations which pose a danger or impediment to the supplier's installation or hamper the measures concerned. The supplier is obliged to arrange and pay for removal of the above if the consumer so wishes. The supplier is responsible for reinstating the property or installation following connection to the district heating system, pipeline maintenance, and relocation or removal of the connection. Unless the parties have agreed otherwise, the supplier is responsible for such reinstatement and will pay for it.
- In these situations, due account must be taken of the interests of the consumer.
- 4.6 At the supplier's request, the consumer will, in return for a receipt, hand over the keys, codes etc. which are necessary in order to access the property. The supplier will securely store the items that are handed over and will not pass them to unauthorised persons. If the supplier omits to meet its obligations under this point, it will reimburse the consumer for any loss or damage in addition to the cost of replacing the lock etc. resulting from such omission.
- 4.7 The consumer must not construct buildings or other installations, alter the ground level or carry out any other measures that jeopardise the functioning or impede the operation of the supplier's installation or restrict access to it.

## **5 Metering, collection of readings, information about energy use and billing**

### **Metering**

- 5.1 The heat energy used by the consumer is recorded by the supplier's meter.
- 5.2 If the meter has a flow meter with its own counter and an integration unit, and the readings of the two differ, the readings of the flow meter will be used.
- 5.3 If a party has reason to doubt that the meter is working properly, it will inform the other party without undue delay.
- 5.4 If the consumer has reason to believe that there is a fault in the meter, the consumer must notify the supplier without undue delay. The consumer in this case is entitled to request a meter inspection. The inspection will be arranged by the supplier, who will certify that the inspection was carried out by an impartial expert.
- 5.5 In the inspection, the readings from the meter will be considered acceptable if the discrepancy is within the limits set out in current government regulations issued by SWEDAC or equivalent authority. If the discrepancy is greater, the readings must be corrected and the district heating supply must be considered to correspond to the corrected values.
- 5.6 If the inspection takes place at the consumer's request and it is found that the meter readings are acceptable as described in point 5.5, the consumer must reimburse the supplier up to a maximum of the costs incurred for the

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inspection. Otherwise, the inspection will be paid for by the supplier. The supplier will inform the consumer requesting the inspection in advance of the estimated cost of the inspection.

#### **Collection of readings**

- 5.7 The supplier will collect the readings after the end of each supply period.

The collection referred to in the first paragraph will take place at regular intervals and at least once a month.

In addition to the arrangements in the first and second paragraphs, the supplier will collect the readings for each metering point when the following events occur: a new connection or permanent disconnection, a new subscription or a change of contracting party when the property is sold, a change of meter and a consumer moving out or in.

The readings will be collected remotely unless otherwise indicated in the currently applicable regulation of the Swedish Energy Markets Inspectorate.

#### **Information about energy use**

- 5.8 No later than 15 days after the end of the supply period mentioned in point 5.7 above, the supplier must provide the consumer with information about the amount of heat energy supplied for the supply period.

The supplier will provide the readings using a method determined by the supplier, for example via internet-based media (My pages), on the bill, by SMS text message, email, paper printout or as agreed with the customer.

The information about energy consumption must state when the readings were collected.

#### **Billing**

- 5.9 The metered and supplied heat energy will be billed free of charge and in arrears, based on the readings collected and reported. Unless otherwise agreed with the consumer, billing will take place at least once a quarter.

The consumer is always entitled to be billed monthly upon request.

- 5.10 The consumer's bill must be designed with a clear layout. The bill must contain

1. contact information of the district heating company,
2. the charging period and the readings on which the bill is based,
3. the actual, valid prices on which the bill is based,
4. the taxes and charges applicable to district heating,
5. the energy mix, stated in percentages, used in the production of district heating in the district heating system of the district heating company.

In addition, on or attached to the bill, the supplier must provide the consumer with the information listed in point 11.1. The consumer may, upon request, receive the information by other appropriate means.

#### **If a reading is missing or unreliable**

- 5.11 Irrespective of the above, if a meter reading to be used for billing is missing or unreliable or if errors have occurred in the collection of readings, the supplier must base billing on estimated energy consumption. If billing is based on estimated energy consumption, the supplier must use the consumer's previously metered energy consumption and his/her use profile and other known factors in the calculation.

The supplier must inform the consumer that billing is based on estimated energy consumption. The bill must contain information about how the reading was calculated. The supplier must also provide the consumer with information explaining why a meter reading could not be obtained during normal collection of readings.

- 5.12 If the price changes, the new price may be applied to an estimated reading as described in point 5.11 from the time the new price takes effect.

- 5.13 If there is a mistake in metering, the collection of readings, the calculation of energy consumption or billing, corrections will be made as follows:

A correction in favour of the consumer can take place up to ten (10) years from the date of the last bill.

A correction to the detriment of the consumer may not be made any later than three (3) years from the date of the last bill. Such correction will not take place if there is reason to believe that the consumer paid the bill in good faith.

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- 5.14 An incorrect bill must be adjusted as soon as the consumer draws attention to the situation or the supplier otherwise becomes aware of it. If the adjustment concerns a small amount, it can normally wait until the next bill. If the incorrect bill puts the consumer in debt to the supplier for a not-insignificant amount, and the situation is attributable to the supplier, the consumer is entitled, free of charge, to an interest-free instalment plan with the number of instalments depending on the amount of the debt.
- 5.15 At the end of the contractual relationship, the consumer will receive a final bill within six (6) weeks from the date the contract ended. The bill will be based on readings collected at the end of the contractual relationship unless there are exceptional reasons why this is not possible. After the supplier has sent a final bill, no further billing may take place. If a metering error is discovered, the supplier may send a follow-up bill no more than one (1) year after the contract ends.

#### **Reporting of historical heat use**

- 5.16 The supplier must provide the consumer, at no extra cost, with information about energy consumption covering at least the last three (3) years or the duration of the contract, if shorter. This information must correspond to the periods for which billing information was generated. Information about historical use as described in this point will be made available quarterly if requested by the consumer and otherwise at least two (2) times a year. The information will be provided using a method determined by the supplier, for example via internet-based media (My pages), on the bill, by SMS text message, email, paper printout or as agreed with the consumer.
- 5.17 The supplier must also provide the consumer, at no extra cost, with information about energy consumption per day, week, month and year, for a period covering at least the last two (2) years or the duration of the contract, if shorter. Information about historical use as described in this point will be made available quarterly if requested by the consumer and otherwise at least two (2) times a year. The information will be provided using a method determined by the supplier, for example via internet-based media (My pages), on the bill, by SMS text message, email, paper printout or as agreed with the consumer.

## **6 Payment and security**

- 6.1 The consumer must pay for all district heating supplied to the supply boundary. The consumer is not liable to pay for additional consumption resulting from leaks or another fault in the supplier's installation.
- 6.2 Payment must be received by the supplier no later than the due date stated on the supplier's bill, which cannot be less than 20 days after the supplier sent the bill. As a general rule, the due date should be after the 28th day of the month.
- 6.3 If payment is not made on time, the supplier is entitled to claim from the consumer, in addition to the billed amount, interest in accordance with the Swedish Interest Act from the due date stated on the bill, and reimbursement of the costs associated with the delay. This also includes costs for written payment reminders and costs for enforcement of a payment obligation or other obligation.
- 6.4 If the supplier has reasonable cause to fear that the consumer will not meet his/her payment obligations, the supplier is entitled to request acceptable security or prepayment for continued supply. Acceptable security or prepayment must be provided within 20 days of the supplier's request. Prepayment must not include costs for the future supply of heat energy.

Examples of reasonable cause include problems or delays with previous payment obligations to the supplier or knowledge of an entry in the consumer's credit history.

The security or prepayment must not exceed an amount corresponding to four (4) months' estimated billing of district heating.

If the consumer has provided security in the form of cash and cash equivalents, these must be placed in an interest-bearing account, separately from the supplier's own assets.

If the consumer meets all his/her payment obligations on time for a period of six (6) calendar months from the date on which the security was provided or the first prepayment was made, the security provided will be returned or the requirement for prepayment will be ended.

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- 6.5 The supplier's claim against the consumer is time-barred three (3) years after it arises unless the limitation period was restarted in accordance with the rules of the Swedish Limitation Act (1981:130). For a claim by the consumer against the supplier, the limitation period is ten (10) years unless the limitation period was restarted.

## **7 Suspension of supply, etc.**

- 7.1 The supplier is entitled to suspend the supply of district heating to the consumer if the consumer has omitted to meet his/her contractual obligations and the omission is a material breach of contract. Before the supply is suspended, the consumer must be requested in writing to correct the situation within a reasonable time, but at least 15 days. If there is no such correction, the supply may be suspended.

If the omission relates to anything other than the consumer's failure to pay in accordance with the contract, the written request must include a statement indicating that the supply of district heating may be suspended if the consumer does not comply with the request.

The supplier may not suspend the supply if the circumstances give reason to fear that to do so may result in not-insignificant personal injury or substantial damage to property. However, this does not apply if the consumer acts improperly, e.g. through a deliberate and criminal act.

- 7.2 If the consumer has failed to pay in accordance with the contract, the supply of district heating may be suspended if, in addition to the first and second paragraphs of point 7.1,
1. the supplier's claim is incontestable, in other words not in dispute,
  2. the consumer has not complied with a written request to pay the claim and the consumer has subsequently been served with a written reminder to pay within three (3) weeks of service,
  3. the reminder included a statement indicating that the supply of district heating may be suspended if the claim is not paid, and
  4. a notification about the content of the reminder has been sent to the social welfare board of the municipality where the district heating is supplied to the consumer.

The supplier may not suspend the supply of district heating if the claim is paid or the social welfare board has notified the supplier within the period stated in the served reminder that the board will pay the claim.

- 7.3 The supplier is entitled to reasonable reimbursement by the consumer of costs incurred in relation to the measures described in points 7.1 to 7.2.
- 7.4 If the supplier has requested security or prepayment as described in point 6.4, and the consumer has met his/her contractual obligations, the supply may not be suspended solely because the consumer fails to provide security or prepayment.

### **Disputes and reconnection**

- 7.5 In order for a claim to be considered in dispute, in other words not incontestable, the consumer must have raised a relevant objection to the payment obligation. Such objection should be raised in writing.
- 7.6 If a claim is in dispute, the supply may not be suspended. This means that the consumer must pay the part of the claim that is not in dispute. The part that is in dispute does not have to be paid until the dispute is settled.
- 7.7 If the supply is disconnected, it will not resume until the reason for the disconnection no longer exists and, where relevant, security or prepayment is provided, and the supplier's costs for disconnection and reconnection are reimbursed.

### **Suspension of supply for safety reasons, etc.**

- 7.8 The supplier is entitled to suspend the supply of district heating to the consumer in order to carry out a measure intended to
1. avoid personal injury or substantial damage to property,
  2. extend the district heating system, or
  3. guarantee a reliable supply.
- 7.9 The suspension must not last longer than is necessary to carry out the measure.



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- 7.10 The supplier must inform the consumer well in advance of an upcoming suspension if the supplier anticipates that the suspension will not be short. The consumer must be informed personally or, where appropriate, by means of notices.
- 7.11 If, due to circumstances beyond the supplier's control, district heating can only be supplied to a limited extent, the supplier is entitled to distribute available district heating among its customers according to objective criteria. The supplier is entitled, if necessary, to install equipment for such distribution in the district heating substation.

## **8 Liability to pay compensation for loss or damage**

### **General provisions**

- 8.1 A party who, through carelessness, causes the other party personal injury or damage to property must compensate the other party for the loss or damage.
- 8.2 If the loss or damage occurs to the consumer's land in connection with the measures described in points 4.2, 4.4 or 4.5, the supplier must reinstate the land to its original or equivalent state. If the land cannot be reinstated to its original or equivalent state and this entails not-insignificant loss or damage for the consumer, the supplier must pay reasonable compensation for the loss or damage.
- 8.3 The injured party must take reasonable steps to limit the loss or damage. If that party omits to do so, the compensation may be reduced accordingly.
- 8.4 The injured party's compensation claim against the other party must be made within ten (10) years from the time the loss or damage occurred with the exception of point 8.10. However, claims must be made within a reasonable time after the loss or damage was discovered.
- 8.5 There will be no compensation for the consumer's losses incurred in the course of business.
- 8.6 The party that has a claim against the other party is entitled to interest under the Swedish Interest Act.

### **The supplier's liability to pay compensation for a suspension of supply**

- 8.7 The supplier must compensate the consumer for loss or damage caused to the consumer if the supply of district heating is suspended
  - 1. because of an omission by the consumer unless the supplier was entitled to suspend the supply as described in points 7.1 and 7.2,
  - 2. not because of an omission by the consumer and the supplier was not entitled to suspend the supply as described in point 7.8,
  - 3. for longer than is necessary to carry out the measure, as described in point 7.9, or
  - 4. the supplier did not notify the consumer as described in point 7.10 about the upcoming suspension under point 7.8.
- 8.8 However, the supplier is not obliged to compensate for loss or damage if the supplier shows that the suspension of the district heating supply is due to an impediment beyond the supplier's control which the supplier could not reasonably be expected to have anticipated and the consequences of which the supplier could not reasonably have avoided or overcome.
- 8.9 If the suspension is caused by a contractor appointed by the supplier for maintenance, repair or similar work, the supplier is released from liability to pay compensation only if the contractor would be released from liability to pay compensation under the previous point.
- 8.10 The entitlement to compensation under points 8.7, 8.8 and 8.9 includes compensation for expenses, loss of income and other losses. Claims by the consumer for the above compensation must be made to the supplier within three (3) years from the time the loss or damage occurred. Otherwise, the entitlement to compensation will be lost. The claim should be made in writing.

## **9 Validity, changes and additions**

- 9.1 These general terms and conditions are valid until further notice.

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The consumer is entitled to give notice to terminate the contract either orally or in writing. Unless otherwise agreed, the contract will end no later than three (3) months after the notice to terminate. Unless otherwise agreed, however, if the property is being transferred to a new owner, the agreement will end no later than 30 days after the consumer's notice to terminate. As soon as possible after the notice to terminate, the consumer must receive a written confirmation from the supplier.

Unless otherwise agreed, the agreement will end 12 months after the supplier's written notice to terminate. The supplier must have just cause to give notice to terminate.

If a dispute has been settled in court and it has been established that there is cause to give notice to terminate, the supplier may give notice to terminate the contract, which in that case will end three (3) months from the time the judgment gained legal force.

## **Negotiation and mediation concerning the terms and conditions for district heating**

### **Negotiation**

- 9.2 The consumer is entitled to negotiate with the supplier on the price of district heating or on the capacity of the consumer's connection to the district heating system. The consumer is also entitled to negotiate if the supplier makes a unilateral change to the terms and conditions to the consumer's detriment. The request for such negotiation must be made by the consumer within three (3) weeks from the date on which the consumer is notified of the new terms and conditions.

### **Mediation**

- 9.3 If negotiation as described above does not result in agreement on the terms and conditions for the supply of district heating, the consumer or supplier may apply for mediation. An application for mediation must be submitted to the Swedish District Heating Board or the authority currently responsible for mediation under the Swedish District Heating Act. The application must be received by the authority within three (3) weeks from the date on which the supplier notifies the consumer of the end of the negotiation described above.

### **Price changes**

- 9.4 Unless otherwise agreed, price changes must not occur more frequently than one (1) time a year. Price changes cannot apply retroactively. The supplier is entitled to change the applicable price terms unilaterally. Price changes in favour of the consumer may be introduced without prior notification.

However, price changes resulting from changes to special taxes and charges decided by and accruing to the state may take place at a different time following legal notification of the consumer.

- 9.5 If a fixed price or a special price model is agreed for a certain period, the first paragraph of point 9.4 may not be invoked as grounds to cancel the contract.

### **Unilateral changes of terms and conditions to the detriment of the consumer**

- 9.6 If a price change is to the detriment of the consumer, or if the supplier is entitled under the individual customer contract to change the applicable terms and conditions to the detriment of the consumer, the supplier must notify the consumer in writing at least two (2) months before the new terms and conditions are due to take effect.

The notification must state the reasons for the change and must state that the consumer is entitled to request negotiation, to apply for mediation and to give notice to terminate the contract.

If the supplier does not comply with the provisions of the first and second paragraphs, the new terms and conditions may not be applied.

- 9.7 The consumer is entitled, within two (2) months from the time the consumer is notified of the change, to give notice to terminate the contract for the supply of district heating if the consumer does not accept the changes proposed by the supplier.
- 9.8 The consumer may also request negotiation as described in point 9.2 within three (3) weeks from the date on which the consumer is notified of the new terms and conditions. If no agreement is reached between the parties, the consumer is entitled to give notice to terminate the contract for the supply of district heating no later than three (3) weeks from the time the supplier notifies the consumer of the end of the negotiation.

*Please note that this document is a translation of the original Swedish version. In the event of discrepancies between the original Swedish version and this translation, the original Swedish version shall prevail.*

- 9.9 The consumer may also apply for mediation no later than three (3) weeks after the end of the negotiation and is entitled to give notice to terminate the contract no later than three (3) weeks from the date on which the authority issues a decision to end the mediation or to reject the application.
- 9.10 If a consumer gives notice to terminate the individual customer contract for the supply of district heating as described above, the contract will end three (3) months from the date of the notice to terminate. During the period of notice, the new terms and conditions may not be applied.
- No costs, fees or other obligation may be claimed from the consumer due to the notice to terminate.

#### **Other unilateral changes**

- 9.11 If a change is not to the detriment of the consumer, the supplier must notify the consumer of the change by appropriate means, for example, a note on the bill. Such notification must take place no later than two (2) months before the change takes effect.

### **10 Impediments to performance of the contract**

- 10.1 A party is not obliged to perform the contract if such performance is significantly hampered as a result of impediments that are beyond its control. Impediments include war, terrorist acts, government decisions, major operational disruptions, fire, disruptions to public transport or other circumstances that neither party has caused or could have foreseen or reasonably avoided, and that have a significant impact on performance of the contract.

### **11 Information, guidance and dispute resolution**

- 11.1 In addition to point 5.10, the supplier must state on the bill where the consumer can find out
1. the annual greenhouse gas emissions caused by the production of district heating,
  2. the normal annual adjusted energy consumption in graphical form for the current charging period with a comparison with the same period of the previous year,
  3. details of how the customer can file a complaint,
  4. information about the option of requesting mediation in accordance with sections 10–16 of the Swedish District Heating Act (2008:263),
  5. information about ombudsman services or other dispute resolution,
  6. contact information for independent user advice on available energy efficiency measures, comparable end-user profiles and objective technical specifications for equipment using energy, and
  7. comparison profiles in the same user category.
- 11.2 If sales are conducted online, the supplier must provide its email address and a link to the European Commission's online platform: <http://ec.europa.eu/odr>. This link must be easy for the consumer to access.
- 11.3 For information and guidance, the consumer can contact consumer advisors.
- 11.4 Disputes concerning the validity, application and interpretation of the contract will primarily be settled through negotiation between the parties. If the negotiations do not resolve the dispute, the dispute may, at the consumer's request, be considered by the Swedish National Board for Consumer Complaints, Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se). The dispute may also be heard by a general court or other body authorised by law.
- 11.5 If the supplier fully or partly contests a claim from a consumer which is based on a contract between the parties, the supplier must provide the consumer with information about the Swedish National Board for Consumer Complaints, which the consumer can ask to consider his/her claim. The supplier must also inform the consumer whether it intends to participate in the dispute resolution procedure.
- The information must be clear and comprehensible, must contain the website address and postal address of the Swedish National Board for Consumer Complaints, and must be provided in a document or in another readable and durable format that is accessible to the consumer.
- 11.6 If a dispute is being considered by any of the bodies described above, recovery of the debt to which the dispute relates may not take place until the dispute is finally settled.