

INTEGRATED WATER SERVICE SUPPLY REGULATIONS



Regulatory and legislative references

- Italian Civil Code.
- Tuscany Regional Law No. 69 of 28 December 2011 – (“Establishment of the Tuscan Water Authority and of the Authorities for the Integrated Management of Urban Waste; amendments to Regional Laws Nos. 25/1998, 61/2007, 20/2006, 30/2005, 91/1998, 35/2011 and 14/2007”) – abbreviated as LRT.
- ARERA [Regulatory Authority for Energy, Networks and Environment] Resolution No. 586 of 28 December 2012 – (“Approval of the First Directive on Transparency of Billing Documents for the Integrated Water Service”) – Annex A – abbreviated as DEL 586
- ARERA Resolution No. 86 of 28 February 2013 (“Regulation of the Security Deposit for the Integrated Water Service”) – abbreviated as DEL 86
- Resolution No. 42 of the Assembly of the Tuscan Water Authority of 14 December 2015 – (“Guidelines on Certain Aspects of the Integrated Water Service Regulations”) – abbreviated as LINEE GUIDA AIT [AIT GUIDELINES].
- ARERA Resolution No. 655 of 23 December 2015 – (“Regulation of the Contractual Quality of the Integrated Water Service, or of Each of Its Individual Services”) – Annex A – abbreviated as RQSII.
- ARERA Resolution No. 209 of 5 May 2016 (“Adoption of the Consolidated Text on Out-of-Court Dispute Resolution Procedures between Customers or End Users and Operators or Service Providers in Sectors Regulated by the Authority for Electricity, Gas and the Water System – Consolidated Conciliation Text”) – Annex A – abbreviated as TICO.
- ARERA Resolution No. 218 of 5 May 2016 “Consolidated Text on Measurement of the Integrated Water Service” - Annex A - abbreviated as TIMSII.
- ARERA Resolution No. 665 of 28 September 2017 (“Approval of the Consolidated Text on Water Service Fees, Setting Out the Criteria for the Tariff Structure Applied to Users”) Annex A - abbreviated as TICSI.

- ARERA Resolution No. 897 of 21 December 2017 (“Approval of the Consolidated Text on the Implementation Methods of the Social Water Bonus for the Supply of Water to Economically Disadvantaged Domestic Users”) – Annex A – abbreviated as TIBSI.
- ARERA Resolution No. 55 of 1 February 2018 (“Approval of the Transitional Framework for Extending to the Water Sector the Protection System Established for Consumers and Users in the Electricity and Gas Sectors Regulated by the Authority”) – Annex A – abbreviated as DEL 55.
- ARERA Resolution No. 311 of 16 July 2019 (“Regulation of Arrears in the Integrated Water Service”) – Annex A – abbreviated as REMSI.
- Resolution No. 13 of the Assembly of the Tuscan Water Authority of 18 July 2019 (“Amendment to the Tuscan Water Authority Regional Regulation for the Implementation of the Social Water Bonus”) – abbreviated as DEL BONUS AIT.
- ARERA Resolution No. 18 of 7 October 2019 (“Regulation on Condominium utilities”) – abbreviated as DEL COND AIT.
- ARERA Resolution No. 547 of 17 December 2019 (“Integration of the Existing Rules on the Regulation of Contractual Quality of the Integrated Water Service and Provisions to Strengthen Protections for End Users in Cases of Billing Amounts Relating to Consumption Older than Two Years”) – Annex B – abbreviated as DEL 547.
- Resolution No. 19 of the Assembly of the Tuscan Water Authority of 21 December 2020 (“Regulation on Conciliation in the Integrated Water Service”) – abbreviated as REG CONC AIT.

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Art.1 Subjective scope of application

1.1. These Regulations apply to all Service providers of the integrated water service working in the Optimal Territorial area referred to in Article 2 of Tuscany Regional Law No. 69 of 28 December 2011.

Art.2 Objective scope of application

2.1. These Regulations govern contractual relationships between the Service Providers mentioned in art. 1.1 and Users, as well as those, although not Users, who request the provision of certain services relative to the integrated water service.

2.2. These Regulations and their Addendum, if any, complete the supply contracts for aspects not governed by the latter.

Art.3 Approval and modification procedure

3.1. The proposed Regulation document, drawn up by the relevant departments of the Tuscan Water Authority, is subject to consultation with Service Providers and with the most representative Consumer Associations at regional level.

3.2. The proposed Regulation document is presented to the Territorial Conferences of the Tuscan Water Authority which, in compliance with any general guidelines of the Tuscan Water Authority, must draft a common text to be transmitted to the Executive Board of the Tuscan Water Authority.

3.3. The Executive Board approves the Regulations.

3.4. The procedure described also applies to the modifications of these Regulations.

Art.4 Hierarchy clause

4.1. These Regulations respect the laws in force and other regulatory and legislative acts superior to it.

Art.5 Analogy clause

5.1. Interpretation problems on the rules contained in these Regulations are resolved by referring primarily to the clause of art 4.1.

5.2. For aspects not governed by these Regulations, the clause of art. 4.1. applies.

5.3. The practices used by the Service Provider at the time of entry into force of these Regulations may only be continued if they comply with the clause of art. 4.1.

5.4. In case of doubt regarding the profiles of art. 5.1 and of art. 5.2 and to the practices of art. 5.3, the Service Provider has the right to consult the Tuscan Water Authority in advance. The intervention by the Tuscan Water Authority can take place also on request by Users or by those who, although not Users, request the provision of certain services relative to the integrated water service.

Art.6 Obligation to negotiate and its limitations

6.1. The Service Provider is obliged to negotiate with anyone requesting the services under its responsibilities, observing equal treatment, with the limitations described in the following paragraphs.

6.2. If the User, holder of a restricted, suspended or deactivated supply due to arrears asks for the activation of a new supply, the Service Provider has the right not to proceed with the execution of the service requested until payment of the unpaid invoices on the previous supply is received.

6.3. The obligation to negotiate does not exist in cases of original or supervened impossibility of the service for causes not attributable to the Service Provider. In particular, when the acceptance of a request for a new connection to the water or sewerage system may cause disservices to Users already connected, the Service Provider sends a reasoned communication to the applicant of the impediments and any economic fees for their elimination.

6.4. In areas where the service is not supplied, the extension or updating of the network necessary to meet requests for new connections shall take place only when the intervention is present in the "Intervention Programme" approved by the Tuscan Water Authority. In case of absence, the request for new water or sewerage connection regarding multiple subjects can determine the development of a network updating or extension project to be borne by the applicants and with joint participation by the Municipality of the Service Provider.

Art.7 Levels of technical and contractual quality

7.1. Subject to cases of force majeure, the Service Provider must supply the service without interruptions, respecting the technical and contractual levels set forth in the Service Charter and in the other legislative provisions. Any exemptions must be specified, as a rule, in the supply contract.

7.2. In areas where permanently the infrastructures do not allow respect of quality levels, the Service Provider must supply a reasoned communication in the estimate or at the time of transfer or takeover. All Users whose supply is exempt from the minimum levels must maintain the characteristics of the indoor systems that allow elimination of the disservice.

Art.8 Supply contract

8.1. The legal relationship between the Service Provider and the User is based on the supply contract, that belongs to the category of continuous supply contracts mentioned in arts. 1559-1570 of the Italian Civil Code.

8.2. The contract is entered into in written form.

8.3. The contract is open-ended. The User can withdraw from the contract, notifying the Service Provider in writing. Withdrawal entails deactivation of the supply, the final meter reading and its removal. The Service Provider will issue the final bill upon termination of the contract, based on the final meter reading, carrying out a consumption adjustment and refunding any security deposit, together with the interest matured up to the date of re-credit.

8.4. Without prejudice to rules on arrears, the termination of the contract by the Service Provider is allowed only if the non-fulfilment of the individual obligations carries substantial importance and is such as to damage the trust in the correctness of the subsequent fulfilments.

Art.9 Takeover

9.1. Takeover is the request for reconnection of a disconnected point of delivery, with concurrent changing of contract ownership.

9.2. Takeover entails entering into a new contract.

9.3. If the takeover request regards a supply that has been deactivated due to arrears, or in all cases where the outgoing holder was in arrears, the Service Provider is entitled to:

a) request the incoming End User for a self-certification, possibly accompanied by relative documentation, attesting their non-involvement in the previous debt;

b) not to proceed with reactivation until the amounts due have been paid in the event that the Service Provider verifies that the incoming End User occupied the property unit in reference, for whatever reason.

Art.10 Transfer

10.1. Transfer is the request to activate an active delivery point, with concurrent changing of contract ownership.

10.2. Transfer entails entering into a new contract.

10.3. Consumption billed up to the day of the transfer – which starts from the date of termination of contract with the previous End User and from the concurrent opening of the contractual relationship with the new End User – is charged to the previous holder of the supply contract with issuing of a final bill closing the contractual relationship.

10.4. If the transfer request regards a supply that has been restricted or suspended due to arrears, or in all cases where the outgoing holder was in arrears, the Service Provider is entitled to:

a) request the incoming End User for a self-certification, possibly accompanied by relative documentation, attesting their non-involvement in the previous debt;

b) not to proceed with reactivation until the amounts due have been paid in the event that the Service Provider verifies that the incoming End User occupied the property unit in reference, for whatever reason.

10.5. In the event of death of the contract holder, the heir of the holder or a person who, although not an heir, resided in the property in reference, can request the transfer of the contract in their name without paying any fees, except for the last bill for the balance of consumption and any other unpaid bills. Stamp duty is in any case due.

Art.11 Estimate

11.1. Users or subjects who, although not Users, request the provision of certain services from the Service Provider, can request the latter for as estimate for the performance of simple works and of complex works, including new water and sewerage connections.

11.2. The Service Provider has the right to express itself on the request without inspection, or following inspection, agreed upon with the subjects referred to in the preceding paragraph.

11.3. The estimate is valid for three months. Acceptance of the estimate extends its validity until the execution of the service requested. No fee that was not reported in the estimate may be subsequently requested by the Service Provider for the performance of the works object of the estimate itself.

11.4. If the estimate entails the performance of works by the applicant and they do not notify their completion within 6 months, the estimate may be annulled.

Art.12 Application for connection

12.1. The application for connection must be submitted by the person holding a legally valid title.

12.2. Applications for connection are not binding for the parties. If, in order to perform the connection, it is necessary to place pipelines or equipment on goods belonging to third parties, before the start of the works, the User must declare that they have obtained the necessary authorisations, relieving the Service Provider of any liability.

Art.13 Security deposit

13.1. The Service Provider may request the person entering into a supply contract for a security deposit.

13.2. The amount of the deposit will be charged:

a) for new Users in at least three instalments: 50% upon activation; 25% in the first bill; 25% in the subsequent bill;

b) for pre-existing Users, in at least two instalments: 50% in the first bill; 50% in the subsequent bill.

13.3. The preceding paragraphs do not apply to Users who have arranged for direct debit of their bills via bank account, postal account, or credit card, and to Users receiving the social and/or integrated social water bonus.

13.4. Except for what is set forth in the preceding paragraph, the security deposit is equal at maximum to three historical monthly amounts.

13.5. The security deposit of condominium utilities is equal to 60% of the sum of the security deposits that should be paid by the Users in reference.

13.6. The total amount of the security deposit paid is reported on every bill.

13.7. Non-domestic Users with consumption exceeding 500 m³ per year can agree with the Service Provider on alternative forms of guarantee to the security deposit, which will in any case have to be approved by the Tuscan Water Authority.

13.8. The supply may be restricted, suspended or deactivated until the security deposit covers the unpaid amounts.

13.9. In the event of use of the security deposit by the Service Provider to cover unpaid amounts, the security deposit will be integrated in the subsequent bills through instalments of at least one year.

Art.14 Tariff types and sub-types

14.1. The types of uses to which the tariff structure is connected are:

- a) Domestic, in turn separated into
 - residential domestic;
 - non-residential domestic;
 - condominium domestic;
- b) Non-domestic, in turn separated into
 - industrial;
 - craft and commercial;
 - agricultural and zootechnical;
 - non-disconnectable public;
 - disconnectable public;
 - other (residual type, to which Users who cannot be included in those listed above and those listed in the provisions of the Tuscan Water Authority regarding tariff structure can be assigned).

14.2. In regards to the above, what is specified by the following paragraphs and in the provisions of the Tuscan Water Authority in reference to tariff schemes must be kept into account.

14.3. For the purposes of these Regulations, residential Users are:

- a) those who have residency in the building unit object of the direct supply;
- b) those belonging to the Armed Forces, the Arma dei Carabinieri [Italian Military Police Force], State Police, the Italian Financial Police, and public employees, for whom there is a prohibition on registration in the Municipality where they work, as per Article 10bis of Italian Presidential Decree No. 223 of 30/05/1989, and their family members, if they are holders of direct water supply contracts;
- c) foreign personnel employed by foreign diplomatic and consular missions in Italy and personnel accompanying the armed forces of NATO member countries,

and their family members, if they are holders of direct water supply contracts.

14.4. For the purposes of these Regulations, public Users are:

- a) Public Administrations;
- b) non-profit organisations that directly carry out activities that public administrations have designated as being in the public interest. The requirement of non-profit status must be set forth in the Articles of Association and recognised by the Public Administration, including through registration in specific registers;
- c) persons obliged or appointed by specific provision of Public Administrations to carry out reception activities for humanitarian purposes (reception of refugees or reception following natural disasters), exclusively for the period indicated by the provision, for properties intended for this purpose and on condition that the consumption intended for the specified use is measurable by a specific meter registered to the supply holder;
- d) organisations that carry out, free of charge and systematically, activities such as shower services, dormitories, and canteens, for exclusively charitable purposes in favour of indigent persons.

14.5. Religious communities or family homes, if not covered by the provisions of the preceding paragraph, are subject to the “residential domestic” or “condominium domestic” tariff, depending on the characteristics of the utility and the number of residents.

14.6. For the supply of non-potable water, exclusively in cases where the Service Provider is unable to supply potable water and provided that the User signs a specific contract for the supply of non-potable water, 50% of the public tariff per cubic meter of consumption shall be applied for the water supply service, and

100% of the tariff of the applicable category shall apply for any other services provided.

14.7. The same tariff category applies to appurtenances of the main property, with the exception of the reduced tariff, if already applied to the main property.

Art.15 Billing

15.1. Invoicing and issuing of the bill take place firstly based on the detection of consumption made by the Service Provider through meter reading; secondarily based on self-reading, and further secondarily based on consumption estimates for the reference periods.

15.2. The Service Provider is required to issue a minimum number of bills per year, differentiated according to average annual consumption over the last three years. The minimum number of bills per year is:

- a) 2 bills per year, issued every six months, for an average annual consumption of up to 100 m³;
- b) 3 bills per year, issued every four months, for an average annual consumption of 101 to 1000 m³;
- c) 4 bills per year, issued every three months, for an average annual consumption of 1001 to 3000 m³;
- d) 6 bills per year, every two months, for an average consumption above 3000 m³.

15.3. The preceding paragraph does not apply in cases of recalculation, activation, reactivation, transfers, takeovers and deactivation of the supply, as well as in all cases of failure to comply with the minimum frequency is due to causes of force majeure or causes attributable to Users.

Art.16 Instalments

16.1. On User request, the Service Provider must allow the possibility of instalments of the bills whose amount exceeds by 80% the value of the average charge referred to bills issued in the last twelve months.

16.2. If the amount of the bill exceeds by 150% the average charge for bills issued over the last twelve months, the billing document must be accompanied by payment slips for the instalment payment of the amount due.

16.3. Without prejudice to what is set forth in the preceding paragraph, if Users receiving the national and/or integrated social water bonus ask the Service Provider for instalments, they must be allowed.

16.4. Outside the cases set forth in the preceding paragraphs, the Service Provider always has the right to agree on an instalment plan with the User.

16.5. This is without prejudice to the rules on payment by instalments in the event of arrears set out in Article 28.5.

16.6. The Service Provider can subordinate granting the instalments to the acknowledgement of the debt by the User exclusively in the cases set out in paragraph 16.4 and in art. 28.5.

16.7. The amounts relating to instalment payments may be increased by:

- a) deferral interest not exceeding the reference rate set by the European Central Bank;
- b) interest on arrears set forth in current legislation only from the expiry date of the deadline set for payment through instalments.

Art.17 Hidden leaks

17.1. Hidden leaks are water leaks located downstream of the meter, on systems that fall under the responsibility of the User; they are non-visible leaks and not traceable through the normal diligence operations required by the User when controlling the property assets.

17.2. If consumption is greater than 50 m³ and exceeds average daily reference consumption for the same period by at least 50%, the Service Provider must promptly notify the circumstance to the User, also through telematic instruments, and the User can apply for acknowledgement of the leak.

In the notification, the Service Provider must inform the User on the latter's right to request acknowledgement of the hidden leak and related reduction of the amounts due pursuant to the subsequent paragraphs. Average daily reference consumption is the average daily consumption of the last two years prior to the leak relative to the same period indicated in the bill where the anomalous consumption was detected. In new activations, average daily consumption is calculated based on the average for the type of use.

17.3. The application for acknowledgement of the leak and reduction of the amounts can be presented by the User within twenty-five calendar days of the expiry date of the bill reporting the anomalous consumption. The application will have to include a synthetic report by the person who made the repairs, with photographic survey material. Without prejudice to the term of twenty-five calendar days for filing the application, in cases of initial unavailability of the documentation to be annexed, the latter can be transmitted subsequently, as long as it is not after sixty calendar days from the bill's due date.

17.4. The Service Provider cannot send a formal notice to the User who has filed an application for acknowledgement of the leak and until it rules on the case.

17.5. The Service Provider who retains that the bases exist for the acknowledgement of the leak accepts the application and proceeds pursuant to the following paragraph. The Service Provider who does not retain that the bases exist for the acknowledgement of the leak rejects the application, giving suitable motivation. In the latter case, the Service Provider assigns the User a term of twenty calendar days for payment of the bill, and upon its expiry, applies the arrears management procedure. This without prejudice to the rules regarding complaints.

17.6. If the application is accepted, the tariff reduction is applied on consumptions exceeding the average daily reference consumption relative to the period lapsing between the date of the presumed leak and the date of repair. Excess consumption will be charged (excluding sewerage and purification charges, if the leakage has not flowed into the sewerage system) at 50% of the first tariff bracket (or the second tariff bracket for residential domestic Users) of the relevant category until consumption reaches ten times the User's historical consumption for the entire reconstruction period. For additional consumption, a tariff equal to one tenth of that of the first bracket (or the second bracket for residential domestic Users) of the relevant category will be applied. For condominium utilities or those having a sole bracket, a tariff discounted by 50% will be applied.

17.7. Tariff reduction may be granted only after at least one year has passed from the previous acceptance. After the acceptance if three consecutive applications, the User must provide proof that they have redone the indoor system.

Art.18 Meter

18.1. The meter is the device designated to measure water volumes delivered and related consumption.

18.2. The meter is owned by the Service Provider and is entrusted to the User, who must use the diligence of a prudent person in the custody of the meter and guarantee access to it. Replacement of a broken meter or the repair of a malfunctioning meter is charged to the User in cases where the damage or the malfunction is due to the User's violation of the above-mentioned diligence obligations.

18.3. Should the User detect faults, damages, tampering or malfunctions, they must immediately notify the Service Provider.

18.4. It is presumed that the meter is properly functioning, unless proven otherwise.

18.5. The User can request that the meter be checked for proper functioning. The Service Provider can offer the User the opportunity to perform the checking operations directly on-site or in the laboratory. This without prejudice to the User's right to request that the checks be made by the competent Chamber of Commerce of the territory.

18.6. If, following checking, the meter results broken or malfunctioning, the Service Provider replaces it free of charge, notifying the User.

18.7. In the case of the preceding paragraph, the Service Provider recalculates incorrectly calculated consumption using the most recent historical data.

18.8. If, following checking, the meter results to be properly functioning, the Service Provider charges the End User for the costs of the intervention, specifying them on the bill.

18.9. The Service Provider can proceed autonomously with replacing the meter, notifying the User well in advance, except in cases of emergency.

Art.19 Consumption detection

19.1. The Service Provider must make at least two attempts per year to read the meter for Users with average annual consumptions up to 3000 m³, and at least three attempts per year to read the meter for Users with average annual consumptions exceeding 3000 m³.

19.2. The minimum time interval between the two attempts of the preceding paragraph is equal to at least 150 calendar days; the minimum time interval between the three attempts of the preceding paragraph is equal to at least 90 calendar days. Any exemptions are subordinated to prior approval by the Tuscan Water Authority.

19.3. If the reading attempt fails, the Service Provider informs the User, inviting them to make a self-reading of the meter and communicate it to the Service Provider.

19.4. The User always has the right to send the self-reading: it will be used in the billing process, if compatible with it.

19.5. Both the reading made by the Service Provider and the self-readings are subject to a validation procedure, which consists in checking their quality and reliability for the purpose of their utilisation and for billing. Validation is based on the comparison between the readings and the self-readings with the historical series available to the Service Provider.

19.6. Should it not be possible to detect consumption through reading or self-reading, the Service Provider proceeds with its estimate using the most recent historical data.

Art.20 Meter location for individual Users

20.1. In new water connections, the meter must be installed at the boundary between the public and private property.

20.2. In pre-existing water connections, for which the installation described in paragraph 20.1 was not respected, the Service Provider has the right to relocate the meter and install it at the boundary between the public and private property, at the conditions set forth in paragraph 20.3 and pursuant to the modalities set forth in paragraph 20.4.

20.3. The above-mentioned right can be exercised only for technical-managerial reasons suitably documented. Technical-managerial reasons are considered to exist in cases where maintenance interventions are necessary on privately owned systems upstream of the meter, without prejudice to what is set forth in paragraphs 20.6 and 20.8.

20.4. The Service Provider who intends to proceed pursuant to paragraph 20.2 must notify its intentions to the User in writing, giving suitable motivation for its choices. The Service Provider must agree with the User on an appointment to perform the necessary interventions, giving a minimum advance notification of fifteen days. The interventions will be carried out only after the User has authorised them in writing. If the User is different from the owner of the property, the latter's written authorisation will also be necessary. The User, or a person delegated by them, may be present during the performance of the works.

20.5. The costs associated with relocating the meter, up to the property boundary and excluding high-value restorations, shall be borne by the Service Provider.

20.6. The relocation of the meter may not be carried out if it proves to be excessively difficult or unduly co-

stly. The relocation of the meter is retained excessively difficult when it requires an organisational, operational, or time effort by the Service Provider that is manifestly disproportionated compared to expected benefits, or when it exposes Users or third-party subjects to risks of damage, or when there are founded reasons to fear that it is impossible to re-establish the previous state of the locations. The relocation of the meter is retained excessively costly when the cost necessary for this is manifestly disproportionated compared to expected benefits.

20.7. In the absence of the authorisations set forth in paragraph.

20.8 or in case of refusal to allow the Service Provider access to the meter, the Service Provider sends an injunction to the person or persons who have not issued written authorisations or who have expressed refusal. This without prejudice to the provisions of the Italian Civil Code and of these Regulations regarding the suspension and termination of the contract due to breach.

20.8. In the cases described in paragraph 20.6 and paragraph 20.7, the Service Provider can install a control meter at the boundary between the public and private property.

Art.21 Meter location for condominium utilities

21.1. Without prejudice to what is set forth in Art. 33, in new water connections, any condominium meter must be installed at the boundary between the public and private property.

21.2. In pre-existing water connections, for which the installation described in paragraph 21.1 was not respected, the Service Provider has the right to relocate

the meter and install it at the boundary between the public and private property, at the conditions set forth in paragraph 21.3 and pursuant to the modalities set forth in paragraph 21.4.

21.3. The above-mentioned right can be exercised only for technical-managerial reasons suitably documented. Technical-managerial reasons are considered to exist in cases where maintenance interventions are necessary on privately owned systems upstream of the meter, without prejudice to what is set forth in paragraph 21.6.

21.4. The Service Provider who intends to proceed pursuant to paragraph 21.2 must notify its intentions to the administrator, or, in lack thereof, to the delegate of the condominium, in writing, giving suitable motivation for its choices. The Service Provider must agree with the above-mentioned subjects on an appointment to perform the necessary interventions, giving a minimum advance notification of fifteen days. The interventions will be carried out only after the above-mentioned subjects have authorised them in writing. The above-mentioned subjects, or persons delegated by them, may be present during the performance of the works.

21.5. The costs associated with relocating the meter, up to the boundary of the building and excluding high-value restorations, shall be borne by the Service Provider.

21.6. The relocation of the meter may not be carried out if it proves to be excessively difficult or unduly costly. Relocation of the meter is retained excessively difficult when it requires an organisational, operational, or time effort by the Service Provider that is manifestly disproportionated compared to expected benefits, or when it exposes Users or third-party subjects to risks of damage, or when there are founded reasons to

fear that it is impossible to re-establish the previous state of the locations. The relocation of the meter is retained excessively costly when the cost necessary for this is manifestly disproportionated compared to expected benefits. In no case can the intervention entail the grouping of individual Users.

21.7. In the absence of the written authorisation set forth in paragraph 21.4 or in case of refusal to allow the Service Provider access to the meter, the Service Provider sends an injunction to the person who has not issued a written authorisation or who has expressed refusal. This without prejudice to the provisions of the Italian Civil Code and of these Regulations regarding the suspension and termination of the contract due to breach.

Art.22 Maintenance of the integrated water service networks

22.1. Maintenance of the integrated water service networks placed under public areas is the responsibility of the Service Provider.

22.2. Maintenance of the water and sewerage networks placed under private areas for private use is the responsibility of the owners themselves, except in the case of paragraph 22.4.

22.3. Maintenance of the water and sewerage networks placed under private areas for public use is the responsibility of the Service Provider. This without prejudice to alternative solutions based on specific agreements between the Service Provider and the User.

22.4. In the case of water and sewerage networks of public property under private areas for private use, in the absence of previous constitutive acts, provision may be made pursuant to Article 42-bis, pa-

paragraph 6, of Italian Presidential Decree No. 327 of 08/06/2001, if the implementation assumptions are met. Any subsequent maintenance interventions fall under the responsibility of the Service Provider. This without prejudice to alternative solutions based on specific agreements between the Service Provider and the User.

Art.23 Indoor systems

23.1. The User is responsible for the maintenance of the indoor systems, except for what is set forth in Art. 20, Art. 21 and Art. 22.

23.2. The Service Provider can make technical specifications and suggestions to the User regarding indoor systems, to protect the functionality of the integrated water service.

23.3. For the scope of the preceding paragraph, the Service Provider has the right to inspect the indoor systems, notifying the inspection date with suitable advance, except in cases of emergency.

Art.24 Sewerage system connection modes

24.1. To protect the functionality of the integrated water service, the Service Provider identifies the technical specifications that the User must follow for connection to the sewerage system, in particular regarding the separation of wastewater and the mandatory nature of internal pre-treatment systems.

24.2. To centralise the treatment in purification systems, where technically compatible with the sewerage and purification system, wastewater can be discharged into the sewerage system without pre-treatment systems or in any case with the strictly ne-

cessary pre-treatment levels, identified by the Service Provider.

24.3. As a rule, the delivery chamber of the sewerage system must be placed on public land.

Only in exceptional cases, due to particular technical issues, may the Service Provider authorise a different location. If the inspection chamber is placed inside private property, the User must keep it accessible for maintenance activities. In the latter circumstance, Art. 22 and in Art. 23 apply.

24.4. For connections present on the date these Regulations enter into force made in contrast to the technical specifications of the Service Provider, the owner of the discharge must install everything that the Service Provider retains necessary for the normal functioning of the sewerage network and of any plant of destination, with particular reference to backflow prevention devices, where the position of the utility in regards to the network requires it. In such cases on non-conformity, where the owner of the discharge does not provide for it, the Service Provider is not responsible for damages caused by any flooding due to backflow from the public sewer.

Art.25 Drafting of the report for interventions and checks

25.1. The Service Provider's personnel, or personnel delegated by it, performing interventions and checks upon application or notification by the User, must draft a report, also in digital form. The report shall document the operations carried out and any issues identified. If the operations took place in the presence of the User, the report shall be signed also by the User, who may request that their observations be reported. The report must also mention any refusal by the User to sign it.

25.2. The User may request a copy of the report from the Service Provider.

Art.26 National social water bonus

26.1. Direct and indirect Users in disadvantaged economic situations are entitled to the national social water bonus pursuant to current regulations.

26.2. For the purposes of this article, the direct User is a User who is a holder of a supply contract, while the indirect User is a User who is not a holder of a supply contract, who utilises the water service through a condominium utility.

26.3. Each household is eligible for only one bonus.

26.4. For everything not governed by this article, the "Integrated Social Water Bonus Text" (TIBSI) applies.

Art.27 Integrated social water bonus

27.1. The integrated social water bonus, contemplated in the Tuscan Water Authority Regulations, is granted to direct Users and indirect Users, defined in the preceding article, identified by the Municipality or by other authorised Entities based on criteria and through procedures governed by the latter.

27.2. The integrated social water bonus is governed by the above-mentioned Tuscan Water Authority Regulations.

Art.28 Managing arrears

28.1. The User is obliged to pay the bill issued by the Service Provider. The payment term for the bill is at least twenty calendar days from the date of its issue. Any problems in delivery of the bill cannot be attributable to the User.

28.2. In the event of arrears by the User, after at least ten calendar days from the bill's due date, the Service Provider sends the latter a friendly reminder for payment.

28.3. If, despite the friendly reminder, the User does not pay the bill, the Service Provider sends the User a formal notice after at least twenty-five calendar days from the bill's due date. The formal notice contains the date by which payment must be made, and the conditions based on which the Service Provider may intervene on the supply. With the formal notice, the Service Provider can charge the User, in addition to the unpaid bill, the costs for the friendly reminder and for the formal notice itself, and the interest on arrears, calculated from the day the bill is due, with the application of the reference rate established by the Central European Bank, increased by 3.5%. Users receiving the national social water bonus and/or the integrated social water bonus cannot be charged with interest on arrears.

28.4. The formal notice cannot be served while conciliation procedures, written complaints on the reconstruction of consumption due to ascertained malfunctioning of the meter or to anomalous amounts are ongoing. The written complaint must concern amounts over 50 Euro and must be sent within 10 calendar days of the bill's due date.

28.5. Upon request by the User receiving a formal notice, the Service Provider must allow for payment instalments of the amounts due by signing the related plan having a minimum duration of twelve months.

28.6. This without prejudice to the rules on arrears on condominium water utilities.

Art.29 Consequences of arrears on contractual relationships

29.1. In the event of a formal notice of default, the suspension of the supply or its deactivation in regards to Users receiving the national social water bonus is not permitted. To the latter, the supply can only be restricted to ensure the minimum vital quantity of water equal to 50 litres/inhabitant/day.

29.2. In the event of a formal notice, restriction, suspension, deactivation of public utilities that cannot be disconnected is not permitted. That is, public utilities regarding the supply to hospitals, healthcare facilities, nursing and care homes, emergency service units connected with military and security facilities, prisons, schools, and all other public utilities that provide services essential to safeguarding public health and the physical safety of individuals, or those public utilities whose restriction, suspension, or deactivation could pose risks to public order and national security (for example, fire hydrants).

29.3. In the event of a formal notice to residential domestic Users, the Service Provider, before suspending the supply, must restrict it, ensuring the minimum vital quality referred to in paragraph 29.1, as long as the operation is technically feasible. Any technical impossibility must be reasoned and communicated to the User. Suspension takes place only following non-payment of bills overall superior the annual amount due for the discounted consumption bracket, referred to the previous year compared to the one under formal notice. Deactivation is not permitted, except in the case of tampering with the seals or the flow limiters and in case of failure to respect the payment obligations of arrears in the 24 preceding months.

29.4. Supply deactivation for arrears entails the termination of the contract and the removal of the meter.

29.5. Restriction, suspension and deactivation of the

supply cannot take place on Fridays, Saturdays, holidays and days preceding a holiday.

29.6. The time lapsing between the friendly reminder and the restriction, suspension or deactivation of the supply is forty days.

29.7. The minimum time lapsing between the restriction and the suspension of the supply is twenty-five days.

29.8. The minimum time lapsing between the suspension and the deactivation of the supply is twenty-five days.

29.9. This without prejudice to the rules regarding the security deposit.

29.10. This without prejudice to the rules on condominium water utilities.

Art.30 Prescription of rights relative to supply contracts

30.1. In supply contracts, the mutual rights of the parties having an economic content have a duration of five years, except as set forth in the subsequent paragraph.

30.2. The right of the Service Provider to payment of the amount due by Users different from public Users has a duration of two years. The two-year provision starts from the issuing of the bill and in any case from the deadline within which the Service Provider must issue the related billing document.

30.3. In case of consumption amounts dating back to over two years, the Service Provider can spontaneously waive its demands, or can claim them all the same but, in this case, they must inform the User of the possibility not to pay, making such intention clear.

30.4. If the Service Provider intends billing consumption amounts dating back over two years, they

must do so distinctly from other amounts, excluding consumption amounts dating back over two years from any direct debit, postal or credit card payments.

Art.31 Variations of contractual elements

31.1. This article applies to all those variations that do not entail entering into a new contract, such as, for example, change of residence, change in the number of family members, changes in tariff bracket, and so on.

31.2. The User is obliged to notify the Service Provider of all the variations that can influence the contractual relationship within the deadline of six months from the time the relative conditions have occurred.

31.3. If the notification is made within the time set forth in paragraph 31.2, the variation takes effect starting from the time it took place.

31.4. If the notification is made after the time set forth in paragraph 31.2, the variation takes effect starting from the time it is notified.

31.5. If the User fails to notify, the variation takes effect starting from the time the Service Provider detects the variation itself, if it is favourable for the User; while it takes effect starting from the moment it took place, with the limitations set forth in art. 30.2, if it is unfavourable for the User.

Art.32 Condominium water utilities Scope of application

32.1. The rules object of these Regulations dedicated to condominium water utilities apply to utilities relative to Chapter II of Title VII of Book III of the Italian Civil Code and also, as compatible, to utilities where

one point of delivery distributes water to several property units.

Art.33 Supply contracts in newly built condominiums

33.1. In newly built buildings, each property unit must enter into a distinct supply contract.

33.2. Entering into contracts made out in the name of the condominium is prohibited, except for those designated to serve common areas as per art. 1117 of the Italian Civil Code.

33.3. Contracts made out in the name of the condominium, designated to serve common areas, are signed pursuant to Art. 34. Art. 37 applies.

33.4. It is possible to install control meters and the formalisation of the relative contract only in exceptional cases, certified by the Municipality during the issuing of the building permit in compliance with the Service Provider's technical provisions.

Art.34 Signing of contracts for condominium water supply

34.1. In case of condominium utilities, the supply contract is made out to the condominium.

34.2. The contracts object of the preceding paragraph are signed by the administrator, if there is one.

34.3. In the event of a change in the administrator, the new administrator must communicate their data to the Service Provider within thirty days from their appointment.

34.4. The above-mentioned change does not entail any costs.

34.5. If there is no administrator, the contract is signed by the person performing analogous roles to

those of the administrator (condominium delegate).

34.6. The condominium delegate must be authorised to do this by the condominium owners' meeting. In the appointment resolution, the meeting must first authorise the delegate to communicate to the Service Provider the data of any condominium owners in arrears pursuant to art. 63 implementing provisions of the Italian Civil Code. A copy of the resolution of the meeting shall be transmitted to the Service Provider upon signing of the contract.

34.7. The condominium delegate is bound by the provisions of these Regulations relative to the administrator.

Art. 35 Communication obligations between the Service Provider, the condominium administrator, and the metering/billing operator

35.1. Through a dedicated channel, the condominium administrator must communicate to the Service Provider the information necessary for billing, the presence (if any) of the metering/billing operator, and the connected activities.

35.2. If payment of the Service Provider's bills is delegated, the latter is obliged to send the billing documents and related communications both to the administrator and to the metering/billing operator.

35.3. The Service Provider must schedule the readings of the condominium utility, communicating them to the condominium administrator and, if delegated with meter reading, also to the metering/billing operator.

The administrator is obliged to facilitate that the readings of the indoor meters of the property units take place concurrently with the reading of the meter relative to the condominium utility.

Art.36 Billing criteria for condominium utilities

36.1. Consumptions of condominium utilities must be billed applying the considerations set forth for the type of use. Following the complete implementation of the “Integrated Text on Water Service Fees” (TICSI), the application of a discounted tariff for consumption proportional to the number of residents of the condominium will be assured.

36.2. For the above purposes, on request of the Service Provider, the administrator communicates the data necessary for billing within 31 December of each year.

36.3. For condominium utilities where there are also contracts with the individual property units, the difference between the consumption of the condominium utility and the sum of consumption of the utilities of the condominium units shall be billed using for such consumption the basic tariff of the prevalent category of use of the property units of the condominium. In the event of parity, the basic tariff more favourable for the User will be applied.

Art.37 Managing arrears for condominium utilities

37.1. If, in a condominium utility, the Service Provider discovers situations of arrears, it must activate the arrears management procedures governed by these Regulations.

37.2. The administrator must communicate to the Service Provider, upon the latter’s request, the data of the condominium residents in situations of arrears.

37.3. In cases where the internal division of consumption is entrusted to metering/billing operators, the administrator must acquire from the latter the information necessary for the communications referred to in the preceding paragraph.

37.4. Data of the condominium residents in situations of arrears include name, surname, location, date of birth, residence, shares in thousandths, and the amount of arrears.

37.5. The Service Provider may not take action against condominium residents who are up to date with their payments until after those in arrears have been enforced.

37.6. Each condominium resident answers for their own share.

37.7. In the presence of meters, the above-mentioned share is determined by the consumption detected by the meters themselves; in the absence of meters, the share is determined in proportion to thousandths of property.

Art.38 Consequences of arrears for condominium utilities

38.1. Suspension of the supply and termination of the contract made out to the condominium can take place in the cases specified by the Italian Civil Code and in respect of the modalities set forth by the regulatory provisions in force.

38.2. This without prejudice to the provisions of art. 61 of Italian Law No. 221 of 28 December 2015, and those of Italian Prime Ministerial Decree of 29 August 2016 and of Italian Prime Ministerial Decree of 13 October 2016 protecting Users receiving the national social water bonus.

38.3. In the case of condominium utilities, which are based on contracts relating to individual property units, the suspension of supply and termination of the contract can only take place in relation to users in arrears.

38.4. In cases different from those described in the preceding paragraph, from the date of the condominium's formal notice, the Service Provider is obliged to accept partial payments, on condition that the latter be made in a single payment and they are equal to at least half of the total amount due. The remaining amount will have to be paid in the subsequent six months. In lack of payment, the Service Provider may start restriction, suspension and deactivation procedures of the condominium supply.

38.5. The Service Provider and the condominium administrator must agree on the modalities of making any partial payments.

Art.39 Coordination provisions for condominium utilities

39.1. The rules of these Regulations concerning individual utilities shall apply to condominium utilities, insofar as they are compatible and provided they are not superseded by specific rules.

39.2. In order to facilitate the gradual overcoming of critical issues connected to the presence of condominium meters, where technically feasible, the installation and contractualisation of a meter for each property unit is encouraged.

Art.40 User protection instruments in relationships with the Service Provider

40.1. Users or those who, although not Users, request the provision of certain services related to the integrated water service, may avail themselves of the instruments described in the following provisions in their direct dealings with the Service Provider, under the conditions set out therein.

40.2. The User who complains about the inconsistency of the service obtained with one or more requirements defined by laws or administrative provisions, by the Service Charter, the supply contract, these Regulations, or on any other aspect related to relationships with the Service Provider, can present the latter with a written complaint, without prejudice to what is set forth in the subsequent paragraph.

40.3. The User who complains about the inaccuracy of the amounts billed by the Service Provider, can present the latter with a written request for billing adjustment.

40.4. Users or those who, although not Users, wish to receive information regarding the services issued by the Service Provider, can present the latter with a written request for information. The request is independent of the existence of a disservice.

40.5. The Service Provider must respond to the above requests in a clear, relevant and comprehensive manner within the terms established by the Service Charter.

40.6. Without prejudice to what is set forth in art. 28.4, the above requests do not suspend the claim by the Service Provider, except in the case where the latter retains it appropriate to wait for its definition, also upon invitation by the Tuscan Water Authority or by the User.

Art.41 User protection instruments with the involvement of third parties

41.1. The User may avail themselves of both judicial and extrajudicial remedies.

41.2. The use of extrajudicial remedies presupposes, under penalty of inadmissibility, that a written complaint has been submitted to the Service Provider and

that the latter has not provided a response, or has provided a response that the User considers unsatisfactory.

41.3. Users who wish to avail themselves of extrajudicial remedies may opt for the national conciliation procedure established by the Regulatory Authority for Energy, Networks and Environment, or for the regional conciliation procedure established by the Tuscan Water Authority. The two conciliation procedures are free of charge and alternatives to each other.

41.4. The national or regional conciliator does not decide the dispute, but assists the Service Provider and the User in reaching an amicable agreement for its resolution, including by formulating a non-binding proposal.

41.5. The conciliation attempt suspends the execution of the claim by the Service Provider until the conclusion of the relative procedure.

41.6. The modalities to express the conciliation attempt are governed by the "Consolidated Conciliation Text" (TICO) of the Regulatory Authority for Energy, Networks and Environment and by the "Regulations on conciliation in the integrated water service" of the Tuscan Water Authority.

41.7. The use of judicial remedies is always guaranteed to anyone.

Art.42 Connection obligation to the public sewerage system

42.1. In the areas served by the public sewerage system characterised by the availability of sewerage and purification capacity, the owners of wastewater discharges both of a domestic and industrial nature are obliged to connect to the public sewerage system pursuant to the modalities set forth in these Regulations, and to bear the costs involved.

42.2. Connection obligation is mandatory for every building and facility located near a public sewerage system at a maximum distance thus determined:

- up to 2 property units or, for industrial wastewater discharges, up to 5 equivalent inhabitants, the connection obligation exists if the public sewerage system is no more than 50 metres away;
- from 3 to 4 property units or, for industrial wastewater discharges, up to 10 equivalent inhabitants, the connection obligation exists if the public sewerage system is no more than 100 metres away;
- from 5 to 8 property units or, for industrial wastewater discharges, up to 20 equivalent inhabitants, the connection obligation exists if the public sewerage system is no more than 200 metres away;
- over 8 property units or, for industrial wastewater discharges, over 20 equivalent inhabitants, the connection obligation exists if the public sewerage system is no more than 300 metres away.

Buildings and facilities located over 300 metres from the public sewerage system do not have a connection obligation. In case of adjacent buildings and facilities up to 50 metres, the above-mentioned distances are calculated considering the property units and/or the equivalent inhabitants of the group of buildings and facilities whose edifices are adjacent.

42.3. Excluded from the connection obligation are agricultural lands without buildings.

42.4. The above-mentioned distances are calculated from the sewer up to the boundary of the private property through public roads or technically enforceable easements.

42.5. The Municipality can grant exemptions to the connection obligation, having heard the non-binding opinions of the Service Provider and of the Tuscan Water Authority, if extraordinary works are needed to

connect the property units to the sewerage system (such as, for example, river crossings or underpasses, streams, channels, railways, motorways, etc.), or works characterised by particular technical difficulties. In the exemption document, the Municipality must justify compliance with the restrictions laid down in current legislation regarding the obligation to connect the built-up area concerned to the sewerage network.

42.6. In areas not served by the public sewerage system and in cases of exemptions to the preceding paragraph, the owners of the discharges must apply for authorisation to discharge from the competent Authorities and create an autonomous disposal system compliant with current provisions.

42.7. In case the connection obligation concerns adjacent buildings or facilities, the application must be submitted by all obligated parties, who must draft a sole connection project of the discharge to the sewerage collector. When a public interest is involved, the co-participation of the Municipality and of the Service Provider may be requested to cover related costs, as set forth in art. 6.4.

42.8. The connection projects to the sewerage network must be priorly approved by the Service Provider.

42.9. In case the connection obligation is not respected, the Municipality that does not intend to grant any exemption can impose connection through order at the conclusion of proceedings governed by Italian Law No. 241 of 7 August 1990.

42.10. The tariff charges for sewerage and/or purification services are due, on condition that the sewerage network and/or the purification capacity are available, by the Users connected and also by Users who, although not connected, would in any case have the obligation to connect pursuant to this article, as long as such obligation is communicated to the Users themselves.

Art.43 Discharge regulation Safeguard clause

43.1. Authorisations to discharge are governed by Italian Legislative Decree No. 152 of 03/04/2006, by Italian Presidential Decree No. 59 of 13/03/2013, by the Regional Law of Tuscany No. 20 of 31/05/2006, and by the Tuscan Regional Regulation No. 46/R of 08/09/2008, and by the "Acceptability of Industrial Wastewater into the Public Sewerage System Regulations" of the Tuscan Water Authority.

43.2. The technical attachments, the drawing attachments and the forms currently used by the Service Provider shall be deemed confirmed. Their amendment is not subject to the procedure set out in Art. 3, without prejudice to the applicability of Art. 4 and Art. 5

43.3. The table containing the prices currently charged by the Service Provider shall be deemed confirmed. Their amendment is subject to the procedure set out in Art. 3.

Art.44 Administrative offences for violation of water-saving rules - Role of the Service Provider

44.1. The Service Provider and the Users are obliged to respect the provisions for the reduction and optimisation of water consumption set forth in the Regional Regulation approved through Decree of the President of the Regional Government No. 29/R of 26 May 2008.

44.2. Violation of the obligations and prohibitions contained in articles 4, 5, 6, 7, 8, 9 and 10 of the above-mentioned Regulations entails the application of administrative fines.

44.3. The functions of supervision and control over

compliance with the obligations and prohibitions contained in the aforementioned Regulations, as well as the application of administrative fines and the collection of the related proceeds, are entrusted to the Tuscan Water Authority.

44.4. Violation assessment activities are carried out by the Tuscan Water Authority, by the municipality and provincial supervisory organs, by the officers and agents of the judicial police force, and by the other subjects having been attributed assessment powers based on current laws in force. The staff of the Service Provider informs the persons in charge of the violation assessment about relevant facts they have discovered during the performance of their duties.

44.5. The Tuscan Water Authority may avail itself of the technical assistance of the Service Provider for a proper assessment of the written submissions and documents, and during the hearing of the offender and of any jointly liable party, before deciding whether to issue an order of dismissal or an injunction order.

Art.45 Other administrative offences in the integrated water service – Role of the Service Provider

45.1. This without prejudice to powers of other Authorities to which the investigative and sanctioning powers over administrative violations are assigned under applicable law.

45.2. In the absence of a special legislative framework, the collaboration of the Service Provider in regards to Entities owners of the investigative and sanctioning powers set forth in the preceding paragraph takes place in the ways and limits set forth in art. 44.4 and art. 44.5.

Art.46 Unauthorised withdrawals

46.1. Unauthorised withdrawals are all those behaviours where the private individual takes possession of the water resources and uses them in the absence of the prescribed authorisations and concessions and in the absence of a contractual relationship with the Service Provider (such as, for example, withdrawals from fire hydrants).

46.2. The Service Provider who discovers the behaviours object of the preceding paragraph notifies them to the Administrative Authority, if they constitute an administrative offence, or to the Judicial Authority, if they constitute a violation.

46.3. The User is forbidden from reselling water delivered by the Service Provider.

Art.47 Entry into force

47.1. These Regulations enter into force upon the entry into force of any Addendum and in any case within 01/07/2022.

47.2. From the date of entry into force of these Regulations, the previous Regulations by the Service Providers are repealed, without prejudice to what is set forth in art. 43.2 and in art. 43.3.



