**Decision No. 1/30 of the Board of the Public Utilities Commission**

Adopted 22 September 2022

**Regulations Regarding an Electronic Communications Services Contract**

*Issued pursuant to*

*Section 37, Paragraph one, Section 41, Paragraph one of the Electronic Communications Law and Section 10, Paragraph seven of the law On Regulators of Public Utilities*

**I. General Provisions**

1. The regulations prescribe:

1.1. the information to be included in an electronic communications services contract (hereinafter – the contract);

1.2. the quality requirements for the provision of electronic communications services (hereinafter – the service);

1.3. the procedures for determining the compensation if an electronic communications merchant (hereinafter – the merchant) has not ensured that the quality of the service meets the requirements laid down in the contract;

1.4. the basic level of detail of an invoice in order to provide consumers with the possibility of monitoring and controlling expenditures and the possibility to receive an invoice.

2. The merchant shall apply the requirements for the information to be included in the contract laid down in these regulations to the following services or packages of services ensured to the end-user:

2.1. the voice communications service;

2.2. the short message service;

2.3. the Internet access service;

2.4. the television programme distribution service.

3. The merchant shall specify in the contract the time for installation of the services referred to in Paragraph 2 of these regulations if the contract contains an additional agreement on the installation of the service, or in the installation contract if the merchant concludes a separate contract with the end-user for the installation of the service.

**II. Information to be Included in the Contract**

4. The merchant shall include at least the following information on the service in the contract with the end-user:

4.1. a description of the service and the data identifying the end-user;

4.2. information on the operator (name and registration number of the operator) if the merchant provides the service by reselling a service provided by another operator and intended for the end-user without altering and affecting its features or characteristics;

4.3. information, separately for each service provided, on the location of the termination point of the electronic communications network, and also on the maintenance border of the service;

4.4. the price of the service;

4.5. the payment procedures for the service;

4.6. the manner of receipt of an invoice and the conditions for the receipt of an invoice with a basic level of detail;

4.7. information on the means of communication by which information on amendments to the contract shall be sent to the end-user;

4.8. information on the possible inclusion of services provided by a third party in the invoice;

4.9. terms of use of the service;

4.10. quality requirements of the service;

4.11. period of validity of the contract;

4.12. conditions for the termination of the contract;

4.13. conditions of the fee limit of the service;

4.14. procedures for applying a compensation if the merchant has not ensured that the quality of the service meets the requirements laid down in the contract;

4.15. information on the terminal equipment if it is included in the service or package of services and no separate contract is concluded for the terminal equipment;

4.16. information and conditions on the warranty repair options offered by the merchant, and also information on the conditions and costs for repairing faults if it is included in the service or package of services and the terminal equipment is not covered by a separate contract or by another warranty document;

4.17. information on restrictions on the use of terminal equipment for the purpose of receiving an analogous service from another merchant;

4.18. information on the payment, connection, and withdrawal procedures for additional services other than the service referred to in Paragraph 2 of these regulations or information on additional equipment if additional services or equipment are offered;

4.19. information on the premium or paid services provided by third parties other than the services referred to in Paragraph 2 of these regulations and the inclusion thereof in the invoice, the payment, connection, and withdrawal procedures;

4.20. procedures for settling disputes and for the submission of complaints by end-users;

4.21. information on the procedures introduced by the merchant to monitor traffic so as to avoid filling or overfilling an electronic communications network link, and information on how those procedures could impact the service quality;

4.22. information on the measures that might be taken by the merchant in response to security incidents, risks, or threats, and also in order to prevent interruptions of operation of the electronic communications network;

4.23. information on the action to be taken by the merchant and the end-user in the event of detection of number spoofing and information on the conditions for payment of number spoofing traffic.

5. The merchant need not include such information referred to in Paragraph 4 of these regulations in the contract with the end-user which is included in the summary.

6. If a service or a package of services includes terminal equipment, equipment, or an additional service other than the service referred to in Paragraph 2 of these regulations, the merchant shall provide the end-user with a service offer also without the additional terminal equipment, equipment, or additional service.

7. The merchant shall include information in the contract, specifying the means of communication, on the possibility for the end-user to contact the helpline of the merchant free of charge 24 hours a day in order to:

7.1. report faults in the electronic communications network or an interruption of service;

7.2. submit a complaint regarding the quality of the service and the invoices;

7.3. request the blocking of a stolen or lost SIM (subscriber identification module) card of an identifiable user.

8. The merchant shall include the following information in the contract or a reference thereto in relation to the fee limit of the service:

8.1. the means of communication by which the merchant shall inform the end-user if the amount of the service used has reached the limit of the fee after which the provision of the service is discontinued;

8.2. the information procedures (conditions, time periods, and limits) by which the merchant shall inform the end-user who uses the roaming service of reaching the limit of the fee for the service after which the provision of the service is discontinued;

8.3. the procedures by which the merchant shall ensure renewal of the provision of the service if it had been discontinued due to reaching the fee limit.

9. The contract, its annexes, amendments to the contract, including the documents issued by the merchant and binding information on the website referred to in the contract, shall form an integral part of the contract and shall be provided by the merchant to the end-user through a durable medium or, upon request of the end-user, provided free of charge in printed or easily downloadable document format with the date and time of printing of each document identified.

10. The merchant shall indicate exact, identifiable location of the information when including references to the information on the website in the contract.

11. The merchant shall inform the end-user of amendments to the terms of the contract, including amendments to the documents issued by the merchant and binding information on the website referred to in the contract, within the time limit specified in the Electronic Communications Law, using the means of communication specified in the contract.

**III. Quality Requirements for the Provision of the Service**

12. The merchant shall include quality requirements in the contract or a reference to them depending on the service provided.

13. A merchant providing the voice communications service to an end-user shall specify in the contract the guaranteed values of at least the following service quality parameters or provide a reference to them:

13.1. the fault repair time;

13.2. the number of unsuccessful calls;

13.3. the call set-up time in seconds;

13.4. the speech transmission quality.

14. A merchant providing the short message service to an end-user shall specify in the contract the guaranteed values of at least the following service quality parameters or provide a reference to them:

14.1. the fault repair time;

14.2. the short message delivery time.

15. A merchant providing the Internet access service to an end-user shall specify in the contract the guaranteed values of at least the following service quality parameters or provide a reference to them:

15.1. the fault repair time;

15.2. the packet loss ratio;

15.3. latency;

15.4. jitter.

16. A merchant providing the television programme distribution service to an end-user shall specify in the contract the guaranteed values of at least the following service quality parameters or provide a reference to them:

16.1. the fault repair time;

16.2. subjective visual assessment of the image quality.

17. If the merchant includes a reference to the quality requirements in the contract, including the guaranteed values of the service quality parameters specified in Paragraphs 13, 14, 15, and 16 of these regulations, the exact and identifiable place where the information is available shall be indicated in the contract.

18. A merchant providing the Internet access service shall indicate information in the contract on upload and download connection speeds, including guaranteed values for connection speeds which shall be determined in the stage from the terminal equipment of the end-user to the Latvian Internet eXchange point.

19. A merchant providing the Internet access service in a fixed electronic communications network shall indicate in the contract the following information on the connection speed:

19.1. the maximum (advertised) connection speed;

19.2. the normally available connection speed which is available to the end-user not less than 95 % of the time of day and night and the value of which is not lower than 70 % of the maximum (advertised) connection speed and not lower than the minimum value of the connection speed for broadband Internet access service in a fixed electronic communications network set by the Public Utilities Commission (hereinafter – the Regulator);

19.3. the minimum guaranteed connection speed the value of which is not lower than 20 % of the maximum (advertised) connection speed and not lower than the minimum value of the connection speed for broadband Internet access service in a fixed electronic communications network set by the Regulator and which characterises the lowest speed that can be available to the end-user during the hours of the highest load.

20. A merchant providing the Internet access service in a mobile electronic communications network shall indicate the following information on the connection speed in the contract:

20.1. the maximum (advertised) connection speed which characterises the maximum connection speed actually available to the end-user;

20.2. the minimum guaranteed connection speed the value of which during at least 95 % of the time of day and night is not lower than the minimum value of the connection speed for broadband Internet access service in a mobile electronic communications network at a fixed point of receipt of the service within the coverage area defined by the merchant at the premises or in the household of the end-user if the Internet access service is provided by using a router-modem.

21. A merchant providing the Internet access service in a mobile electronic communications network shall determine the minimum guaranteed connection speed if it provides the Internet access service to an end-user in another manner not referred to in Sub-paragraph 20.2 of these regulations.

**IV. Procedures for Determining a Compensation**

22. The merchant shall include conditions in the contract regarding the right of the end-user to compensation which shall be a reduced fee for ensuring the service in the following cases:

22.1. if the service is not provided in the event of a service interruption planned by the merchant or in the event of an unplanned service interruption upon request of the end-user and the duration of the interruption exceeds 24 hours during the billing period, except for cases where the fault cannot be repaired by the merchant due to an intentional or unintentional act of the end-user. This condition shall not apply in cases when the merchant interrupts the provision of the service to an end-user who has failed to pay for the received services or has not fulfilled other contractual obligations towards the merchant;

22.2. upon a submission of the end-user to the merchant, if the merchant, when carrying out a service quality check, establishes non-compliance with the values of the service quality parameters specified in the contract;

22.3. upon a submission of the end-user to the Regulator, if the Regulator establishes non-compliance of the quality of the service provided with the values of the service quality parameters specified in the contract.

23. In the case referred to in Sub-paragraph 22.1 of these regulations, upon a submission of the end-user, the merchant shall not charge a fee for ensuring the service during the period when the service is not ensured to the end-user or, if the fee has been charged, shall compensate for it.

24. In the case referred to in Sub-paragraph 22.2 of these regulations, the merchant shall determine a reduced fee for ensuring the service by applying a compensation of not less than 50 % of the fee for ensuring the service for the specific billing period during which the quality of the service is not ensured in accordance with the guaranteed values of the service quality parameters specified in the contract.

25. In the case referred to in Sub-paragraph 22.3 of these regulations, the merchant, upon receipt of information from the Regulator on an established non-conformity of service quality, shall determine a reduced fee for ensuring the service by applying a compensation of not less than 50 % of the fee for ensuring the service for the specific billing period during which the quality of the service is not ensured in accordance with the guaranteed values of the service quality parameters specified in the contract.

**V. Invoice for the Service**

26. The merchant shall include at least the following information in the invoice for the service:

26.1. the name of the merchant;

26.2. data identifying the end-user;

26.3. the invoice number;

26.4. the due date for payment of the invoice;

26.5. the time period separately for each invoiced service;

26.6. the subscription fee separately for each service or package of services if a subscription fee is applied;

26.7. the total number of calls, their duration and the total applicable fee, indicating separately the calls made in the electronic communications network of the merchant, calls made to the end-user of another merchant, to the end-user of a foreign merchant via roaming, and also to numbers of different services;

26.8. the total number of sent short messages and the total applicable fee, indicating separately the short messages sent in the electronic communications network of the merchant, short messages sent to the end-user of another merchant, to the end-user of a foreign merchant via roaming, to numbers of different services;

26.9. the total number of multimedia messages sent and the total fee applied;

26.10. the total amount of data used by the end-user of the Internet access service in the mobile electronic communications network and the total applicable fee;

26.11. the fee for a service provided by a third party.

27. Upon request of the end-user, the merchant shall ensure that the invoice has a basic level of detail on the services provided to the end-user, including at least the following information:

27.1. for a voice communications service, for each call, providing the following detail:

27.1.1. the date and time of the call;

27.1.2. the number called;

27.1.3. the roaming operator and the country if the end-user used the voice communications service while roaming;

27.1.4. the duration of the conversation;

27.1.5. the connection fee, if applicable;

27.1.6. the total amount per call, if applicable;

27.2. for each short message and multimedia message, providing the following detail:

27.2.1. the date and time of the short message;

27.2.2. the number;

27.2.3. the roaming operator and the country if the end-user used the short message service while roaming;

27.2.4. the fee for sending a short message, if applicable;

27.3. for each day of use or session of the Internet access service in a mobile electronic communications network, providing the following detail:

27.3.1. the date;

27.3.2. the amount of data used per day or per session;

27.3.3. the roaming operator and the country if the end-user used the Internet access service while roaming;

27.3.4. the fee applied.

28. The merchant shall make available to the end-user, free of charge, the information specified in Paragraphs 26 and 27 of these regulations at the choice of the end-user, either electronically (for example, to the e-mail address indicated by the end-user, on the merchant’s self-service portal, etc.) or in paper format if the end-user has no other means of receiving the information. If the end-user chooses to receive the information specified in Paragraphs 26 and 27 of these regulations in paper format, he or she shall cover the costs of the delivery thereof.

**VI. Closing Provisions**

29. Decision No. 275 of the Public Utilities Commission of 8 November 2006, On Regulations Regarding the Basic Level of Detail of a Subscriber Invoice (*Latvijas Vēstnesis*, 2006, No. 184), is repealed.

30. The requirements of these regulations shall apply to the contracts concluded after the day of coming into force of these regulations. The merchant shall, upon its own initiative or upon a written request of the end-user submitted in writing or by electronic means, make amendments to the contracts concluded up to the day of coming into force of these regulations, without extending the period of validity of the contract.

31. The merchant shall, within two months from the day of coming into force of these regulations, ensure compliance with the requirements laid down in Chapters II and V of these regulations.

32. These regulations shall come into force on 1 October 2022.

Chair of the Board of the Public Utilities Commission A. Ozola