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Code of Practice for Access to Land or Premises

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0 Preface to this version of the Code

0.1.1.1 This version is intended as the final version following discussion with the client and other interested parties and is intended for submission to ERO for approval. As such it contains proposed final text.

1 Introduction

1.1.1.1 In the normal course of its business activities, **KOSTT** will require to take access to land and/or premises owned or under the control of other parties. **KOSTT**'s rights and obligations when doing so will usually be established in legislation – e.g. Chapter 8 of the **law on energy** and Article 5 of the **administrative instruction on rules on security zones** – in **servitude agreements** or in **connection agreements**.

1.1.1.2 Employees of **KOSTT** have the right of entry to private property when on the business of **KOSTT**. **KOSTT** acknowledges that this right also imposes obligations to act with reasonable care e.g. to ensure that gates are shut properly on leaving. **KOSTT** wishes to ensure that good relationships are maintained with the owners of land and premises and believes that courtesy should be extended to the **landowner** (or premises owner) e.g. by notifying the owner of the intention to enter land or premises and by the staff member or contractor identifying themselves before entry onto private land or premises.

1.1.1.3 This code of practice sets out the manner in which employees of **KOSTT** or contractors working on behalf of **KOSTT** will normally take access to land and/or premises when they must do so in the usual course of **KOSTT**'s business operations. It does not convey rights either to **KOSTT** or to any other natural or legal person but, for the benefit of all involved parties, describes the manner in which **KOSTT** will usually exercise its rights.

1.1.1.4 In certain circumstances it may not be possible for **KOSTT** to comply with the requirements of this code and other arrangements may need to be made at the time. However, acceptance by **KOSTT** of alternative arrangements or unilateral action taken by **KOSTT** to ensure safety or security of supply should not be viewed as a variation to this code which should be followed by all involved parties to the fullest extent possible.

1.1.1.5 In accordance with the **law on energy**, **KOSTT**, as the **transmission system operator**, is responsible for the administration of all technical codes for electricity including this code of practice and they are subject to the approval of the **regulator** prior to their implementation.

2 Glossary and Definitions

2.1.1.1 In this code of practice, the following definitions apply:

Term	Acronym	Definition
administrative instruction on rules on security zones		Is administrative instruction number 2005/7 adopted by the Government of Kosovo pursuant to articles 30 and 31 of the law on energy .
Cadastral Register		The appropriate register established as required by the Law on Cadastre .
Code of Practice for Access to Land and/or Property		This code, developed by KOSTT as TSMO and approved by the ERO , detailing the arrangements by which KOSTT will take access to land or property not in its ownership or control when so required for the purposes of construction, modification, operation or maintenance of the transmission system .
Connection		The interconnection of two systems .
Connection Agreement		A bilateral agreement between a network operator and a user that details the conditions for connection to the network .
Connection Point		The agreed point of supply established between a network operator and another party .
Construction Zone		Has the same meaning as this phrase in the law on spatial planning .
Electrical Equipment Code		The code by that name, developed by KOSTT and approved by the ERO , detailing the equipment that may be used on or connected to the transmission system operated by KOSTT .
Electrical Standards Code		The code by that name, developed by KOSTT and approved by the ERO , detailing the applicable electrical standards for the transmission system operated by KOSTT .
Energy Regulatory Office	ERO	Is the independent regulatory body established by the Law on the Energy Regulator .
Force Majeure		is in relation to any Party any event or circumstances beyond the reasonable control of such Party and which results in or causes the failure of that Party to perform any of its obligations under the this code of practice including, but not solely limited to any one or more of the following acts: Acts or restraints of governments or public authorities; war, resolution, riot or civil commotion; strikes, lock-outs or other industrial action; blockage or embargo; failure of supplies of power, fuel, transport, equipment or other goods or services; damage to the premises or storage facilities by explosion, fire, corrosion, ionizing radiation, radioactive contamination, flood, natural disaster, or negligent act of others or accident; and breakdown or failure of equipment whether of the Party's or others
Generator		an electricity enterprise with a generation licence or a natural or legal person exempt from holding a licence in accordance with the Law on the Energy Regulator who engages in the activity of owning, controlling, or operating generating units and who generates electricity.
KOSTT		The joint stock company by that name that is the operator of the transmission network in Kosovo licensed by the Regulator as Transmission System Operator on 4 October 2006.
Landowner		The natural person or representative of the legal person recorded in the relevant Cadastral Register as the owner of the appropriate cadastral plot.



Term	Acronym	Definition
Law on Cadastre		Is law number 2003/25 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2004/4.
Law on Energy		Is law number 2004/8 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2004/21.
Law on the Energy Regulator		Is law number 2004/9 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2004/20.
Law on Electricity		Is law number 2004/10 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2004/22.
Law on Spatial Planning		Is law number 2003/14 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2003/30.
Law on Use of Languages		Is law number 02/L37 approved by the Assembly of Kosovo and promulgated by regulation UNMIK/REG/2006/51.
Licence		an authorization issued by the Energy Regulatory Office that allows the holder to perform an activity in the energy sector for which a Licence is required according to its provisions as established by the Law on the Energy Regulator
Ministry		Except where stated to the contrary, is the ministry of energy and mining in Kosovo.
Municipal Development Plan		Is the plan by that name developed in accordance with the requirements of the law on spatial planning .
Operational Codes Governance Committee	OCGC	The committee established in accordance with the provisions of the rule on governance procedures for technical/operational codes to oversee the operation of technical and operational codes.
Party		KOSTT or any system user affected by the operation of this code.
Reasonable and Prudent Operator		An operator of an electricity undertaking seeking in good faith to perform its obligations and, in the conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled and experienced operator with sufficient financial resources complying with the relevant law Licences, market rules and technical codes – including this code of practice – and any reference to the standard of a Reasonable and Prudent Operator shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid.
Regulator		Is the Energy Regulatory Office (ERO) , the independent regulatory body established by the Law on the Energy Regulator .
Rule on Dispute Settlement Procedures		A rule on dispute settlement procedure established by regulator in accordance with article 17.1 of the law on the energy regulator for the resolution of disputes in the power market.
Rule on Governance Procedures for Technical/Operational Code		A rule on governance procedures for technical and operational codes issued by the regulator in accordance with article 9.1(f) of the law on the energy regulator .
Servitude		A legal agreement providing KOSTT the right to install the network equipment that is specified in the agreement on, over or under the surface of land belonging to the landowner . To ensure that any future owner of the property is aware of the existence of the servitude, it will be registered on the appropriate cadastral register .
Spatial Plan for Kosovo		Is the plan by that name developed in accordance with the requirements of the law on spatial planning .



Term	Acronym	Definition
Spatial Plan for Special Areas		Is the plan by that name developed in accordance with the requirements of the law on spatial planning .
System User		A system user is a natural or legal person who uses the transmission network of KOSTT including: large consumers whose equipment is connected to the transmission network , generators whose equipment is connected to the transmission network or is eligible to trade in the wholesale market, other transmission system operators whose networks interconnect with that of KOSTT , distribution network operators whose networks interconnect with KOSTT , and electricity customers .
Transmission		Activities pertaining to a transmission network including the conveyance of electricity, and providing a physical connection to it.
Transmission System Operator	TSMO	the operator of the transmission network in Kosovo licensed by the Regulator as Transmission System Operator on 4 October 2006.
Transmission System		The electricity network owned or operated by KOSTT or, where the context requires, by the TSO in an adjoining state.
Urban Development Plan		Is the plan by that name developed in accordance with the requirements of the law on spatial planning .
Urban Regulatory Plan		Is the plan by that name developed in accordance with the requirements of the law on spatial planning .

2.1.1.2 In addition to special meanings contained in the Glossary and Definitions above, within this document certain words and phrases have the following meanings:

- References to the masculine shall include the feminine and references in the singular shall include references in the plural and *vice versa*,
- Where this code of practice specifies written information or written confirmation to be given then any other suitable means of electronic transfer that enables the recipient to retain the information – such as electronic mail or FAX - fulfils this requirement,
- Except where explicitly stated otherwise all references to section shall be a reference to a section in this code of practice,
- Any reference to a law or regulation shall be a reference to that law or regulation applicable in Kosovo or, following the replacement of that law or regulation the new law or regulation from the date it comes into force.

3 General Provisions

3.1.1.1 The general provisions that **KOSTT** will apply to access to land and premises by employees or contractors working on behalf of **KOSTT** are:



- employees and contractors acting on behalf of **KOSTT** will be briefed on their responsibilities before entering private land or premises or before dealing with **landowners** and occupiers of land or premises.
- representatives of **KOSTT** will take reasonable steps to contact the owner of the land or premises before entering private lands or premises. Employees will carry identification cards and contractors will be provided with a letter of introduction on **KOSTT** notepaper and these documents will be produced to the owner of the land or premises when introducing themselves. Identity cards and letters of introduction will contain a telephone number which can be contacted to verify the authenticity of the documents.
- to aid the identification of representatives of **KOSTT**, all vehicles operated by the company that routinely visit worksites will bear the **KOSTT** logo. **KOSTT** will aim to have a minimum of one logo on each side of the vehicle that will be of sufficient size to be clearly visible from a minimum distance of 100m. Working uniforms issued by **KOSTT** will bear the **KOSTT** logo. All employees who are issued with uniforms will be required to use them. Contractors operating on behalf of **KOSTT** will be required to display their company logo in a similar manner.
- owners of land or premises will be dealt with honestly and fairly.
- questions from the owner of the land or premises will be dealt with promptly and courteously. In the event of queries from the owner of the land or premises for further information than can be provided at the time of a visit, a contact telephone number for **KOSTT** will be provided.
- employees or contractors operating on behalf of **KOSTT** will only enter lands or premises for legitimate purposes related to the licensed activities of **KOSTT** including surveying, inspection of equipment, maintenance, construction and meter reading.
- employees and contractors working on behalf of **KOSTT** will take due care and attention to minimise land damage by persons or equipment. Wherever possible we will prevent pollution, including the release of hazardous materials and oil, but if there is a pollution incident we will take action to minimise the impact on the environment and on human or animal health.
- due care and attention will be taken to minimise the risk of spreading any animal or plant disease to or from farmland. Except where used for guarding purposes, dogs will not be brought onto land by representatives of **KOSTT**.
- employees and contractors operating on behalf of **KOSTT** will take reasonable steps to ensure that land or premises is left in as good condition as it was when they arrived.
- while taking due account of the requirements for public safety, employees and contractors working for **KOSTT** will endeavour to ensure that restrictions on the



use of the land or premises during construction works or testing of equipment are minimised.

4 Special Provisions relating to Work on Land

- 4.1.1.1 Whenever possible, **KOSTT** will give at least seven days notice of their intention to enter land to carry out construction or significant planned maintenance works, but there will be occasions that notice cannot be given in advance and, in these cases, **KOSTT** will contact **landowners** as soon as practicable. In practice, for extensive works, the notice will exceed one month.
- 4.1.1.2 When undertaking construction or maintenance work on land, employees and contractors will take great care to close all gates behind them and not to cause excessive damage to fences or hedges. Any non-self restoring damage done to fences or hedges will be made good by **KOSTT** within one month of agreement and any damage to hedges or fences which requires urgent attention will be made good or rectified within two weeks of notification.
- 4.1.1.3 Trial holes in advance of the main construction programmes, where necessary, will be opened only after consultation with the **landowner**. The method of carrying out this work, will be such as to cause the least disturbance. The trial holes will either be opened and filled in on the same day or made safe with fencing. The topsoil will be stacked to one side separately for reinstatement when refilling the hole. The subsoil will be properly compacted and the topsoil spread over it neatly. Rock and other debris thrown up by the excavation will be removed from the site by **KOSTT**. Stones thrown up by the excavation will be removed from the surface.
- 4.1.1.4 Before any construction work commences, a representative of **KOSTT** will discuss the entry routes for construction and as far as possible give the **landowner** the proposed programme of work and the date of commencement of work. **KOSTT**'s representative will leave with the owner of land or premises, the name and address of the person to be contacted in the event of any queries arising out of **KOSTT**'s activities on the land or premises. Where construction work is to take place and the entry routes have been agreed, then, in the case of works requiring more than one entry point, the agreed routes will be outlined by posts placed at suitable intervals if the **landowner** so requires.
- 4.1.1.5 Unless otherwise agreed with the **landowner**, **KOSTT** will cut up any trees that may be felled into transportable lengths and stack them neatly on nearby unused ground for collection by the **landowner**. **KOSTT** will dispose of rubbish and all debris from hedge and tree cutting caused by its activities during line construction

and maintenance operations. Except in cases of emergency affecting or in the reasonable view of **KOSTT** likely to affect the security of the **transmission system**, the **landowner** or his representative will be notified in advance of entry by **KOSTT** for purposes of hedge trimming and tree cutting in connection with line construction and maintenance.

- 4.1.1.6 Where necessary for the protection of persons, animals or crops and to prevent trespass, barriers will be provided and erected by **KOSTT** to the reasonable requirements of the **landowner**. In determining the type of fencing or barriers to be erected, consideration will be taken of the location, purpose and its expected stay in the particular location. If it is necessary to fence off an area that crosses existing farm pathways, roadways or other access routes required by the **landowner**, **KOSTT** will provide a means of crossing them to the reasonable requirements of the **landowner**, for passage of persons, machinery and livestock as required for the duration of the works.
- 4.1.1.7 All permanent pathways and roadways affected by the construction will be restored by **KOSTT** to the same condition as before construction started or alternative arrangements agreed.
- 4.1.1.8 Before construction work or trial boring operations commence, the **landowner** will notify **KOSTT** of the type and size of all underground services, pipelines, drains and wells to the extent that the **landowner** is aware of them.
- 4.1.1.9 Before commencing any construction work or trial boring operation in populated areas **KOSTT** will also contact all relevant persons and companies – including the **landowner** and other utility companies - to obtain all available information on the type, size and position of all underground services, pipelines, phone lines etc.
- 4.1.1.10 All watercourses and water supplies will be protected against pollution arising from the work. All proper steps will be taken to avoid any interference with water supplies used by the population or their animals.
- 4.1.1.11 Where construction work interferes with drainage, septic tanks or irrigation systems, **KOSTT** will keep these facilities operational with the minimum of interruption during the course of the work and the **landowner** shall provide all necessary access facilities to enable **KOSTT** to do so. These services will be subsequently restored to the reasonable satisfaction of the **landowner** or organisation responsible for the operation of irrigation systems as appropriate or an alternative equivalent service provided.



4.1.1.12 All ditches, open drains or watercourses interfered with by the works will be maintained in effective condition during construction and restored to a similar condition to that prior to the commencement of works.

4.1.1.13 On completion of works, **KOSTT** will remove all temporary buildings, roadways, surplus soil, stone or gravel and any material that does not naturally belong on the site and was brought there as a result of the operations of **KOSTT**.

4.2 Animal and Plant Disease

4.2.1.1 **KOSTT** will comply with any regulation which may be necessary in connection with any animal or plant disease eradication scheme established by the relevant ministry including the registration and disinfection of vehicles entering farms if required.

4.2.1.2 Where possible **KOSTT** will ensure that vehicles and machinery is not driven through farmyards or other places where there is an accumulation of animal manure.

4.3 Consents and Servitudes

4.3.1.1 In planning the development of its network, **KOSTT** will take into account the **spatial plan for Kosovo, spatial plans for special areas** and all current **municipal development plans, urban development plans** and **urban regulatory plans**. In establishing or modifying these plans, **KOSTT** expects due consideration to be given to the location of its existing and planned network infrastructure.

4.3.1.2 **KOSTT** recognises its obligation to obtain consents for the construction of individual items of network infrastructure acknowledging that, in many cases, construction will be required outside designated **construction zones** in accordance with part (d) of Article 17.3 of the **law on spatial planning**. **KOSTT** will take due account of the environmental impact of its developments by complying with the relevant sections of the **electrical equipment code**.

4.3.2 Network Development Servitudes

4.3.2.1 Prior to the construction of new network developments, **KOSTT** will enter into a **servitude** agreement with the **landowner** for all overhead lines and all cables at all voltages crossing land other than public roads. **KOSTT** will always attempt to reach agreement with landowners on the route of overhead lines and underground cables and for the position of towers but will, if necessary, seek the resolution of any non agreement following the arrangements established to permit network development in terms of chapter 8 of the **law on energy**. All circuit terminations and switchgear

on land that is not in the ownership or under the control of **KOSTT** will be recorded in the **connection agreement** only. **KOSTT** will ensure that the ownership of tower positions and **servitude** arrangements for overhead lines and underground cables are registered in the **cadastral register** so that the relevant municipal authority can arrange for the appropriate security zone to be identified in **spatial plans for special areas, municipal development plans, urban development plans** and **urban regulatory plans**.

4.3.2.2 The form of **servitude** arrangement that **KOSTT** will enter into will be on the basis of:

- A single payment being due to the **landowner** at the time construction is completed on their land, with no further payments being necessary during whatever period the equipment or replacement equipment remains in the same – or essentially the same – location. This single payment will cover land purchase for tower positions, **servitudes** and compensation for damage as appropriate;
- The **landowner** being obliged to manage his operations to avoid damage to equipment forming part of the network;
- The **landowner** being obliged to compensate **KOSTT** for **KOSTT**'s reasonable expenses where the **landowner** violates the security zone or causes the security zone to be violated.
- **KOSTT** being entitled to free access to the assets that form its network;
- **KOSTT** – being entitled to undertake tree and scrub clearance in the vicinity of overhead lines to the extent necessary to ensure security of the **transmission system**. In this case compensation will not be due to the **landowner** for any loss of timber, but **KOSTT** will be responsible for ensuring no other damage is caused to the **landowner**'s property.

4.3.2.3 The payment to be made to a **landowner** as provided in section 4.3.2.2 will be established by negotiation involving representatives of the municipality as well as those from **KOSTT** or as established to permit network development in accordance with article 29 of the **law on energy**. No payment will be due to any occupier of land or premises in the capacity of occupier and no payment will be made to any occupier who is not also the **landowner**.

4.3.2.4 Where network renewal work where structures or cables are being replaced in approximately the same position is being undertaken, **servitude** arrangements will not normally be entered into since it is assumed that they were obtained at the time of original construction. Where new structures or cables are being introduced and placed in new locations, then these new structures or cables will be subject to a new agreement.

4.3.2.5 Municipal Authorities will not be asked for a **servitude** when **KOSTT** intend to lay cables on public pathway or roads. **KOSTT** will consult Municipal Authorities prior to carrying out the work and will comply with any reasonable specific conditions which the Municipal Authority are entitled to impose e.g. traffic requirements limiting work to certain hours.

4.3.2.6 Formal agreements will always be concluded by authorised officers of **KOSTT**, but **KOSTT** may ask contractors to undertake initial negotiations with **landowners** to allow the position of towers or cables to be established as part of the pre-construction survey process.

4.3.3 Network constructed before 10 June 1999

4.3.3.1 Part of the network operated by **KOSTT** was constructed prior to 10 June 1999 and **KOSTT** did not come into existence until 1 July 2006. Current legislation follows the same principles that have been followed for many years and **KOSTT** understands that these parts of the network have been constructed in compliance with agreements concluded with **landowners** and that under the terms of UNMIK regulation UNMIK/REG/2000/59 on the law applicable in Kosovo, these agreements continue to have legal effect.

4.3.3.2 **KOSTT** does not have access to these agreements but understands that all agreements for these parts of the network were on the basis of:

- A single payment being due to the **landowner** at the time construction was completed, with no further payments being necessary during whatever period the equipment or replacement equipment remained in the same – or essentially the same - location;
- The **landowner** being obliged to manage his operations to avoid damage to equipment forming part of the network;
- The **landowner** being obliged to compensate the operator of the network – now **KOSTT** – for the operator's reasonable expenses where the **landowner** violates the security zone or causes the security zone to be violated.
- The operator of the network – now **KOSTT** – being entitled to free access to the assets that form its network;
- The operator of the network – now **KOSTT** – being entitled to undertake tree and scrub clearance in the vicinity of overhead lines to the extent necessary to ensure security of the **transmission system**. In this case compensation is not due to the **landowner** for any loss of timber, but **KOSTT** is responsible for ensuring no other damage is caused to the **landowner's** property.

4.3.3.3 **KOSTT** will undertake its operations in accordance with this understanding and the obligations placed on **KOSTT** by law and by this code of practice. Where



necessary, **KOSTT** will replace existing assets by equivalent assets and rely on the original agreement, even when it cannot be located.

4.3.3.4 When requested to do so by a **landowner**, **KOSTT** will enter into an agreement with the **landowner** which formalises and continues the previous agreement in the terms outlined in section 4.3.3.2. Since **KOSTT** believes the appropriate payment has already been made, this arrangement will not result in further payment to the **landowner**.

4.3.4 Network constructed between 10 June 1999 and 30 June 2006

4.3.4.1 Part of the network operated by **KOSTT** was constructed after 1999 but before **KOSTT** came into existence. **KOSTT** is unsure whether all these parts of the network, established in the public interest, were constructed under agreements with **landowners** but assumes that previous practice was continued with agreements being concluded with **landowners** on the basis of:

- A single payment being due to the **landowner** at the time construction was completed on their land, with no further payments being necessary during whatever period the equipment or replacement equipment remained in the same – or essentially the same - location;
- The **landowner** being obliged to manage his operations to avoid damage to equipment forming part of the network;
- The **landowner** being obliged to compensate the operator of the network – now **KOSTT** – for the operator's reasonable expenses where the **landowner** violates the security zone or causes the security zone to be violated.
- The operator of the network – now **KOSTT** – being entitled to free access to the assets that form its network;
- The operator of the network – now **KOSTT** – being entitled to undertake tree and scrub clearance in the vicinity of overhead lines to the extent necessary to ensure security of the **transmission system**. In this case compensation is not due to the **landowner** for any loss of timber, but **KOSTT** is responsible for ensuring no other damage is caused to the **landowner's** property.

4.3.4.2 **KOSTT** will undertake its operations in accordance with this understanding and the obligations placed on **KOSTT** by law and by this code of practice. Where necessary, **KOSTT** will replace existing assets by equivalent assets and rely on the original agreement even if it cannot be located.

4.3.4.3 When requested to do so by a **landowner**, **KOSTT** will enter into an agreement with the **landowner** which formalises and continues the previous agreement in the terms outlined in section 4.3.4.2. Since **KOSTT** believes the appropriate payment



has already been made, this arrangement will not result in further payment to the landowner.

5 Access to Sites owned or operated by System Users

5.1.1 Access Requirements 24 hours/365 days

5.1.1.1 To ensure safe and secure operation of the public electricity network, **KOSTT** requires access to all parts of the **transmission system** at all times. This may include parts of the **transmission system** that are located within sites owned or operated by **system users** – particularly at **connection points** between networks.

5.1.1.2 **System users** must make arrangements for representatives of KOSTT to gain access at all times to interconnecting switchgear, busbars that are part of transmission system, switchgear belonging to **system users** where its operation is required to ensure isolation of parts of the **transmission system** from the possibility of backfeeds or of generation infeeds and metering equipment including cabling and measurement transformers.

5.1.1.3 **KOSTT** accepts that in the case of new installations constructed as outlined in the **electrical equipment code**, this may be achieved by providing access to a switchyard and control room area which is physically separated from areas which the **system user** uses or to which the **system user** has access but, whether or not this is the case, the **system user** must provide access to the equipment specified in section 5.1.1.2 at all times to **KOSTT**. Unless alternative arrangements are stipulated in the **connection agreement**, access will be provided to **KOSTT** by means of routes which can be accessed using a key from **KOSTT's** standard key suite. Where the **system user** is also entitled to access to these areas, the **system user** will fit a double locking arrangement such that either **party** can gain access independently.

5.1.2 Access to other parts of the System User's Installation

5.1.2.1 **KOSTT** may require access to all equipment operated by **system user** at reasonable times particularly, but not limited to, situations when **KOSTT** is investigating the cause of deviations from the **electrical standards code**. Whenever possible, KOSTT will make prior contact with the **system user** and arrange access will be made available when required. Where **KOSTT** is investigating a **transmission system** problem that reasonably appears to be caused by the operations of the **system user** and full access is not available, Baza**KOSTT** may disconnect the **system user's** installation from the **transmission system** until access can be obtained.

6 Use of Languages

- 6.1.1.1 **KOSTT** will enter into standard format written agreements in any language which has the status of an official municipal language in any part of Kosovo as defined in the **law on use of languages**. In the absence of a choice being made by the other party, **KOSTT** will propose the language to be used.
- 6.1.1.2 The identity card and letter of introduction referred to in section 3.1.1.1 will simultaneously use the official languages of Kosovo as defined in the **law on use of languages**.
- 6.1.1.3 Any other document prepared to comply with the requirements of this code will be prepared in one of the official languages of Kosovo as defined in the **law on use of languages**. The choice may be made by the other party but where no choice is made, **KOSTT** shall be free to select the language used.
- 6.1.1.4 **KOSTT** cannot guarantee that its representatives requiring access to the network operated by **KOSTT** will be able to speak a particular language. **KOSTT** will take reasonable steps to ensure that the reason for a visit can be explained in the official languages of Kosovo (as defined in the **law on use of languages**) either verbally, by reference to translation cards or by providing a telephone number that may be called for assistance. Perceived difficulty in communication will not be viewed by **KOSTT** as a reason to obstruct its representatives in the legitimate pursuit of their duties.

7 Disputes Procedure

- 7.1.1.1 Disagreements on the proposed position of towers or levels of compensation will be resolved following the arrangements established to permit network development in terms of chapter 8 of the **law on energy**. Disputes arising from the operation of this code of practice shall be dealt with in accordance with the **rule on dispute settlement procedures** approved by the **regulator** as a means for resolving disputes arising between parties in the power market.

8 Management of the Code of Practice on Access to Land or Premises

- 8.1.1.1 This code of practice is prepared by **KOSTT** pursuant to responsibilities under article 13 of the **law on electricity** and in accordance with its obligations under article 17 of the Transmission System Operation **License**. The code of practice has

been approved by the **regulator** and lays down the conditions that have to be met by all **parties** in the circumstances covered by this code.

8.1.1.2 Revisions to this code of practice will be undertaken by the **operational codes governance committee** established in accordance with the rule on governance procedures for technical/operational codes approved by the **regulator**. **KOSTT** will take responsibility for incorporating any amendments that are agreed by the **OCGC** and approved by the **regulator** and will issue amended versions of the code as required.

8.2 Unforeseen Circumstances

8.2.1 In this Code of Practice

8.2.1.1 If circumstances arise that the provisions of this code of practice could not reasonably have foreseen, **KOSTT** shall, to the extent reasonably practicable in the circumstances, consult promptly with all affected **parties** and the **operational codes governance committee (OCGC)** in an effort to reach agreement as to what actions, if any, should be taken. If agreement between **KOSTT** and those parties cannot be reached in the time available, **KOSTT** acting as a **reasonable and prudent operator** shall determine what actions, if any, should be taken. **KOSTT** shall notify the **parties** and the **regulator** of its decision and the reasons for it as soon as practicable.

8.2.1.2 Whenever **KOSTT** makes a decision, it shall do so having regard, wherever possible, to the views expressed by the other **parties** and, in any event, to what is reasonable in all the circumstances.

8.2.1.3 After the event **KOSTT** shall promptly refer all such unforeseen circumstances and any such decisions to the **operational codes governance committee** for consideration in accordance with section 8.1.1.2

8.2.2 Affecting the ability of Parties to Comply with this Code

8.2.2.1 Where a **party** is unable to comply with its obligations under this code for a **force majeure** event, it may send a notice to all affected **parties** and to the **regulator** detailing the reasons for it being unable to meet its obligations, why it believes these reasons are a **force majeure** event and the time during which the **force majeure** event will last.

8.2.2.2 During the period of **force majeure**, the **party's** obligations shall be suspended to the minimum extent required by the **force majeure** event.



8.2.2.3 If any **party** believes that the declaration of **force majeure** is unreasonable, he may refer the matter to the **regulator** for review and the decision of the **regulator** shall be final. In the event that the **regulator** determines that the reasons for non compliance were not a **force majeure** event, then the obligations of the **party** claiming **force majeure** will not be considered to have been suspended.

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