

Model General Terms and Conditions of Heat (2014 version)



These model General Terms and Conditions were created in consultation between Energie-Nederland and the Consumers' Association within the framework of the Self-Regulation Coordination Group of the SER.

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Article 1 Definitions and applicability

1. In these general terms and conditions, the following definitions shall apply:

Connection: the pipe of the company that connects the indoor installation with the main pipe, including the measuring device and the heat exchanger, insofar as these are installed by the company and all other equipment installed by or on behalf of the company in or on that pipe;

Applicant: the person who submitted an application to the company for the establishment, extension or modification of a connection not exceeding 100 kW;

Company: (name of company), located at
(if it is a municipal company, it should be entered here:
the municipality of represented for this purpose by the management of
(company name));

Indoor installation: the piping present in a plot and the appliances connected to it, intended for obtaining heat and/or hot tap water, all this including the metering device(s) and the heat exchanger insofar as these have been installed by the applicant or consumer, counting from the connection or from a place to be agreed upon;

Consumer: an applicant and/or consumer, being a natural person acting for purposes outside his business or professional activity, who purchases and/or will purchase the heat and/or hot water;

Main line: the company's distribution line on which connections can be established;

Supply: the provision of heat and/or domestic hot water;

Metering device means the equipment intended for determining the volume of transport and delivery, the data deemed necessary for billing by the company and for checking consumption;

Plot: any movable or immovable property, part or combination thereof, for the benefit of which a connection has been or will be made, or transport and delivery of heat and/or hot water takes place, all at the discretion of the company;

Transport: the transport of heat and/or hot tap water to the point where the connection passes into the indoor installation;

End-user: the person who obtains heat and/or hot tap water from the company and/or has access to a connection not exceeding 100 kW;

Heat exchanger: a device for transferring heat from a hot to a cold medium, where those media remain separated by a wall during heat transfer.

2. These general terms and conditions are part of the agreement between the company and the applicant and/or consumer. In addition, connection conditions apply to the agreement. All agreements to which these general terms and conditions apply are subject to Dutch law.

Article 2 Application for and establishment, extension or modification of a connection

1. An application to establish a connection or to extend or modify an existing connection shall be made by submitting a form provided for that purpose by the company or in any other manner permitted by the company.
If a connection is requested by two or more applicants, the company may require joint and several liability.
2. A connection, extension, or modification of an existing connection shall be established solely by or on behalf of the company. The method of implementation, place of connection, and number of connections shall be determined by the company, as much as possible, in consultation with the applicant.
In principle, only one connection per plot is allowed.
3. The company is authorized not to proceed with the establishment, expansion or modification of a connection or to impose special conditions for this purpose to prevent damage to the interests of the company or those of one or more applicants or consumers. Such a case may arise, among other things, if:
 - a. the company's on-site transportation or delivery capacity is insufficient;
 - b. in the company's reasoned opinion, the indoor plant is too far from the nearest main;
 - c. the permits and authorizations required to establish, expand or modify the connection cannot be obtained or can only be obtained on terms that are objectionable to the company;
 - d. the connection and/or supply serves only as a reserve or is of a temporary nature;
 - e. nuisance is to be expected in the company's network from the use of the connection;
 - f. the applicant is in default of paying a claim with respect to a connection or supply or any other claim due from the company, including that in respect of a connection or supply of another or previous plot, respectively, provided that there is a sufficient connection between the claim and the application to justify not connecting or imposing special conditions. This also applies with respect to claims of the company in connection with connection or delivery for the purpose of exercising a profession or business;
 - g. the applicant's plot is located in an area where the company does not generally supply heat and/or hot water or does not intend to supply it in the near future.
4. Furthermore, the company is authorized not to establish, expand or modify a connection or remove it in whole or in part if one or more of the provisions or regulations stipulated in or pursuant to these general terms and conditions have not been or are not being complied with and the company's exercise of that authority is justified.

Article 3 Maintenance, inspection, replacement, relocation, expansion, modification or removal of a connection


1. A connection shall be maintained, inspected, replaced, moved, extended, modified and removed only by or on behalf of the Company. Unless there is urgency or force majeure, this will be done after prior notice to, and as much as possible, in consultation with the applicant or consumer.
2. Maintenance and inspection of the connection are the responsibility of the company. Without prejudice to the provisions of Article 11, paragraph 1 of these general conditions, the replacement, relocation, expansion, modification and removal shall be at the expense of the applicant or the consumer if:
 - a. this is done at his request;
 - b. it results from his acts or omissions as a result of circumstances reasonably attributable to him.

Article 4 Rights with respect to the plot

1. The applicant and the consumer shall permit, both for themselves and for the benefit of third parties, the laying of pipes, the establishment of connections, the making of branches to already existing connections, as well as the maintenance, maintenance, extension, modification or removal of these and existing pipes, connections or branches. Direct damage caused to the applicant/consumer by the company as a result of such work will be repaired or reimbursed by or on behalf of the company.
2. The applicant and the consumer shall ensure that the pipes, connections and branches referred to in paragraph 1 are easily accessible. If one or more parts thereof have become inaccessible as a result of an act or omission of the applicant or consumer or a predecessor thereof, the company shall give notice to the applicant or consumer to restore accessibility within a reasonable time to be specified by the company. Failure to do so will entitle the company to charge the applicant or consumer to:
 - a. remove the barriers;
 - b. make changes to the route of the connection(s), pipe(s) and/or branch(s) in question;
 - c. establish one or more entirely new connections, conduits and/or branches.


Article 5 The indoor installation

1. The indoor installation shall comply with the provisions of or pursuant to the company's connection requirements.
2. The consumer or, failing that, the applicant, shall ensure that the indoor installation is properly maintained. Upon the company's request to that effect, he shall be obliged to provide the company with all requested data concerning the indoor installation.

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3. The company is authorized to examine an indoor installation as often as it deems necessary. If, in the company's reasoned opinion, an indoor installation does not comply with the provisions of or pursuant to the company's connection conditions, the applicant or the consumer shall be obliged to have defects repaired at his expense - and, if necessary, immediately - following any instructions given by the company. However, the company has no obligation to verify compliance with the provisions of or pursuant to the company's terms of connection.
 4. If the consumer discovers leakage or other defects in the indoor installation, he shall notify the company immediately and is obliged to repair, or have repaired, said leakage and defects immediately and at his expense, following any instructions given by the company.
 5. When a metering device and/or heat exchanger belongs to the indoor installation, the following applies:
 - the consumer or applicant must report any (intended) modification of this equipment to the company;
 - the consumer or applicant is not permitted to have this equipment replaced by themselves or by third parties;
 - subject to the provisions of the Heat Act, the company will ensure that metering device(s) and/or heat exchanger(s) replacing the existing ones are made available to the consumer or applicant.

Article 6 Transportation and Delivery Agreement

1. Delivery is made pursuant to an agreement between the company and the consumer. An agreement to supply includes the company's obligation to arrange the transport of heat and/or hot water required for delivery.
2. An agreement to supply starts on the day on which the consumer first obtains heat and/or hot water from the company and/or has access to a connection. The company may require that the agreement be in writing. The company may refuse to enter into an agreement to supply on the same grounds as indicated in Article 9 regarding the interruption of supply. At a minimum, an agreement shall be in writing.
3. Without prejudice to the provisions of paragraph 2 of this article, the company reserves the right, before or upon acceptance of the application or after the conclusion of the agreement, but before the supply commences, to check the applicant's or consumer's payment record and to request securities as referred to in article 16.
4. An agreement to deliver is for an indefinite period unless otherwise agreed upon. If the agreement is entered into with two or more consumers, the company may require joint and several liability for the performance of the agreement.
5. If a consumer dissolves the agreement during the statutory cancellation period - which is, in principle, 14 calendar days after the conclusion of the agreement - after delivery has begun, he is obliged to pay the company compensation in accordance with the applicable rates for products and services already delivered and purchased.¹

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6. Both the consumer and the company can cancel the supply agreement. Termination by the consumer must be given at least ... days' notice. Termination by the company must be reasoned and in writing and is only possible in case of compelling interests and subject to a notice period of at least ninety days.
 7. If the consumer has not terminated the agreement within the notice period referred to in paragraph 6, as well as if the company has not been given the opportunity within the notice period to perform the actions necessary for the termination of the agreement, the consumer shall remain bound by what has been stipulated in or pursuant to the agreement and these general terms and conditions until he has fulfilled all his obligations arising from them.
 8. In the event of restriction or interruption of transport and/or delivery or prohibition as referred to in Articles 8 and 9 of these general terms and conditions, the agreement to deliver shall remain in full force.


Article 7 Nature of delivery

1. Heat and/or hot tap water are supplied by the company. A description of what will be delivered, including at least its minimum and maximum temperatures, will be in writing and is part of the agreement.
The heat and/or hot tap water are/will be supplied in accordance with what is provided in this regard in the connection conditions.
2. In principle, heat and/or hot water are/are continuously transported and delivered. However, the company does not guarantee continuity of transportation and delivery. If circumstances arise as a result of which transport and/or delivery is/are or must be interrupted, the company will make every reasonable effort to resume transport and/or delivery in the shortest possible time.

Article 8 Restriction or interruption of transport and/or delivery in special circumstances and when work is being performed

1. The company is authorized, in the interest of good public supply, to limit, interrupt, or prohibit the transport and/or supply of heat and/or hot water for certain purposes or to attach special conditions to the transport and/or supply.

¹ This provision will take effect simultaneously with the Consumer Rights Directive Implementation Act, expected no later than 13 June 2014.

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2. The company may also, if in its judgment it is necessary or desirable, in connection with the execution of work, in the interests of safety or the event of reasonably foreseeable danger of damage, restrict or interrupt transport and/or delivery for the shortest possible time - if possible after prior warning. In case of implementing planned work, the company shall notify the applicant or consumer of the work at least three days in advance.
 3. If requested by the consumer, the company may interrupt the transport and/or supply on conditions to be agreed upon.

Article 9 Interruption of delivery for non-performance

1. The company is authorized, after prior warning - unless this cannot be required of the company for reasons of safety - to interrupt the supply if and for as long as the applicant and/or consumer fails to comply with one or more articles of these general terms and conditions or the regulations applicable hereunder.
Such a case may arise, among other things, if:
 - a. the indoor installation does not comply with the provisions of or pursuant to the company's connection requirements;
 - b. one or more of the prohibitions set forth in Article 18 of these General Conditions have been violated;
 - c. the consumer, in accordance with the provisions of Article 17 of these general terms and conditions, is in default of paying a claim in respect of connection or delivery, or any other claim due and payable, which the company has against him, including that in respect of the connection or delivery for the benefit of another, respectively, previous plot, provided that there is a sufficient connection between the claim and the company's commitment to justify the interruption. This also applies with respect to claims of the company regarding the connection or delivery for the purpose of carrying on a trade or business;
 - d. the consumer fails to comply with an applicable payment schedule.Furthermore, the company will only use its power to interrupt supply if and to the extent that the applicant/consumer's failure to fulfill its obligations justifies it.
2. The company's authority to interrupt the supply based on the provisions of the previous paragraph under c shall not be exercised by the company if the consumer, within ten calendar days of the rejection referred to in Article 17, paragraph 4, has applied to the Disputes Committee referred to in Article 21 in connection with this rejection in accordance with the regulations in force for this purpose in the regulations of this committee.
3. The interruption of supply referred to in the first paragraph of this article shall not be reversed until the reason for it has been removed and the costs of interruption and resumption of supply, as well as any damages suffered by the company in connection with this, have been paid in full.
The company may attach further conditions to the resumption of delivery.
4. The use by the company of its powers, as referred to in this article and the previous article, cannot lead to the company's liability for any damages arising from them.

Article 10 Determination of the scope of delivery

1. The company determines how the scope of supply is determined. If this determination is made by measurement using one (or more) measuring device(s), the data obtained from this shall be binding, without prejudice to the provisions of Articles 12 and 13 of these General Terms and Conditions.
2. At least once a year, the state of the metering device(s) shall be determined by or on behalf of the company at a time to be determined by the company.
At least once every three years, the said determination shall be made by reading the metering device(s) by or on behalf of the company.
The company may require the consumer to take the reading(s) himself in the intervening years and notify the company of such reading(s) in a manner to be determined by the company and within a period specified by the company.
3. If the company is not reasonably able to record the position of the metering device(s) or if the consumer has not complied with the company's request referred to in paragraph 2 of this article, or if an error has been made when recording the meter, the company may determine the extent of the supply in accordance with the provisions of Article 13, paragraph 2 of these general terms and conditions, without prejudice to the company's right to still determine the actual supply based on the position(s) of the metering device(s) and to charge for that.
4. If the company or the consumer has made an error in recording the meter reading(s) or in the administrative processing of the meter reading(s), the reading(s) will first be recorded again, if necessary, before the provisions of Article 13(2) will apply mutatis mutandis.

Article 11 The metering device(s)

1. A metering device shall be installed, maintained, replaced, extended, altered, moved and removed by or on behalf of the Company and at its expense in accordance with what is stated thereon in the tariff sheets in force.
2. Replacement, whether or not due to expansion or modification of the indoor installation, relocation or removal of the metering device, may be made only by or on behalf of the company. The company will also bear the associated costs. However, replacement or relocation shall be at the expense of the applicant or the consumer if the replacement or relocation is made at his request or is the result of his acts or omissions, except where such acts or omissions are due to circumstances beyond his reasonable control.
3. In the case of examination of the metering device, the provisions of Article 12 paragraph 4 shall apply.
4. To the extent possible, the company shall notify the consumer in advance when the metering device will be replaced or relocated.

5. The applicant or the consumer shall ensure that the metering device is always easily accessible and easily readable. Furthermore, he shall protect the measuring device from damage, from breaking the seal, and keep it from frost damage.

Article 12 Examination of the metering device

1. In case of doubt about the accuracy of the measurement, both the consumer and the company may require that the metering device be examined. As far as possible, the company will inform the consumer in advance when this examination will take place and/or when the metering device will be removed for examination. The company shall inform the consumer of the examination options and the examination costs.
2. The examination shall be made by or on behalf of the company unless the consumer requires an examination by an independent organization.
3. The cost of examination and replacement of the metering device shall be borne by the person at whose request the examination is carried out. If, according to the examination, the deviation is greater than allowed, the company will bear the costs.
4. As long as the possibility exists that the consumer requires further examination of the metering device or the recalculation referred to in Article 13 has not been settled, the company shall keep the meter available for further examination until six weeks after sending the result of the examination referred to in paragraph 2. In the event a dispute is brought, the company should keep the meter in question if possible or be able to trace it in the event of any reinstatement until there is a ruling on the dispute or the dispute is terminated.

Article 13 Consequences of incorrect measurement

1. If the examination shows that the deviation is greater than allowed, the company shall determine the extent of the supply based on the results of the examination. Recalculation will be made over the period that the metering device has been operating improperly, but not more than a period of twenty-four months if the company has overcharged and a period of eighteen months if the company has undercharged, backdated from the time of removal of the faulty metering device. However, in cases of fraud, recalculation over the entire period will occur.
2. If the examination does not produce a practicable yardstick for determining the extent of the supply, the company is authorized to estimate the extent of the supply in the relevant period according to the best data available to the company in this regard, whereby the yardstick shall be:
 - the volume of supply in the corresponding period of the previous year, or
 - the average volume of supply in a preceding and a subsequent period, or
 - any other equitable measure to be determined after consultation with the consumer.

Article 14 Rates

1. For the establishment, extension, modification and removal of a connection and supply, the applicant and the consumer shall owe amounts according to the company's tariff sheets in force.
2. The company determines which rate applies. Upon request, the applicant and the consumer must provide the information necessary for this purpose.
3. All amounts owed by the applicant and the consumer pursuant to these general conditions may be increased by the taxes and levies the company is authorized to charge.

Article 15 Payment

1. All amounts payable by the applicant and the consumer pursuant to these general terms and conditions shall be charged to them by the company by means of a bill. This does not apply to advances referred to in paragraph 2 of this article if the applicant or consumer pays by automatic bank transfer.
2. If the company so requires, the consumer shall owe advances on what he will have to pay according to the supply for the current settlement period. The company shall reasonably determine the amount of the advances, the period to which they relate, the times when they are charged and the time when the itemized settlement is made. This itemized settlement shall occur at least once a year, with advances deducted. If circumstances change, the consumer may request a change in the amount of the advances.
3. A bill must be paid within fourteen days of receipt or within the period specified by the Company on or alongside the bill if longer than fourteen days. The payment method is to be further agreed upon between the company and the applicant/consumer. The company offers the applicant/consumer a wide choice of payment methods.
4. The obligation to pay shall not be waived or suspended based on objections to the bill unless the applicant or the consumer files a notice of objection with the company within the payment period referred to in paragraph 3 of this article, giving reasons for his objections to the bill. In that case, the disputed payment obligation will be suspended until the company decides on the objection²
5. The applicant and the consumer shall be entitled to offset the amounts charged to them against any amount owed to them by the company only if the legal requirements for offsetting are met. However, offset against advances referred to in paragraph 2 of this article is not permitted.

² The further course of action in the event that the objections turn into a dispute is regulated in Article 21 of these General Terms and Conditions and the Energy Disputes Committee Regulations

Article 16 Deposit, advance payment and security deposit

1. If reasonably warranted, the Company may require a security deposit or bank guarantee from the applicant or the consumer as security for the payment of amounts due under these General Terms and Conditions unless the Company applies the provisions of paragraph 2 or 3 of this Article.
2. The Company is entitled to require advance payment of the amount due on account of the establishment, replacement, relocation, expansion, modification or removal of a connection.
3. As security for the payment of the amounts due in respect of the delivery, the company may require the consumer to pay a deposit. The deposit will not exceed the amount that the consumer, in the company's judgment, is likely to pay on average for delivery over a six-month period. The security deposit shall be repaid as soon as the need for security no longer exists and, in any case, as soon as possible after termination of the delivery agreement, less any amount still to be paid.
4. Interest shall be paid on the deposit from the date of deposit by the company, namely half the legal interest rate *). Interest payment shall be made no later than the deposit repayment.

*) Note to company, not part of the terms and conditions: This can be completed differently for non-consumers, for example, the prevailing Aibor (Amsterdam Interbank Offered Rates) or determine a deduction from the fee of, for example, 3 percentage points.

Article 17 Default

1. The applicant or consumer is in default without further notice if payment is not made within the period referred to in Article 15(3).
2. A consequence of being in default is that the applicant or consumer shall owe compensation for reasonable costs incurred in obtaining satisfaction out of court as well as statutory interest for each calendar day that payment is late, without prejudice to the provisions of Article 9. The amount of reimbursement for reasonable expenses is set forth in the fee schedule.
3. For the consumer, the consequences referred to in paragraph 2 only take effect if payment has not been made after the company has notified the consumer in writing of the default, stating the consequences if the consumer does not still pay within fourteen days. There is no charge for this reminder.

*Optional text *)*

If the applicant or consumer is in default, the company shall notify him in writing, stating the consequences if he still does not pay within fourteen days. There is no charge for this reminder.

4. If the consumer has submitted a written and reasoned request to the company for a payment arrangement within the fourteen-day period referred to in paragraph 3, the consequences of non-payment will not take effect until the company has made a negative decision - also in writing and with reasons - on this request.

*Optional text *)*

If the applicant or consumer has submitted a written and reasoned request for a payment arrangement to the company within the fourteen-day period referred to in paragraph 3, the consequences of non-payment shall not take effect until the company has made a negative decision - also in writing and with reasons - on this request.

5. During the term of a payment arrangement entered into by the company with the consumer, the consumer shall pay in full all amounts due under the payment arrangement and all other amounts owed to the company. No request for a payment arrangement can be made on these amounts. If the consumer fails to fulfill his obligations regarding the payment arrangement (such as unambiguously formulated payment terms), he will be in default in this regard without further notice.


*Optional text *)*

During the term of a payment arrangement entered into by the company with the applicant or consumer, the applicant or consumer shall pay in full all amounts due under the payment arrangement and all other amounts owed to the company. No request for a payment arrangement can be made on these amounts. If the applicant or consumer fails to fulfill their obligations regarding the payment arrangement (such as unambiguously formulated payment terms), they shall be in default in respect thereof without further notice of default.

- *) Note to company, not part of the terms and conditions: The optional text of paragraphs 2 and 3 can be used if the company does not wish to distinguish between consumers and non-consumers with regard to charging extrajudicial costs and always sends a free reminder first.
The same applies to paragraphs 4 and 5 if the company does not distinguish between consumers and non-consumers with regard to making payment arrangements.

Article 18 Prohibitions

1. The applicant and the consumer are prohibited from:
- a. causing nuisance or damage to the company or other consumers by means of the indoor installation through the company's grid;
 - b. breaking or causing to be broken any seals affixed by or on behalf of the company;
 - c. performing or causing to be performed actions, as a result of which the extent of the supply cannot be determined or cannot be determined correctly, or create a situation, as a result of which the normal functioning of the Company's metering device(s), any heat exchanger or (other) equipment is prevented or the Company's tariff sheet in force cannot be applied or cannot be applied correctly;
 - d. using a company network for grounding electrical installations, appliances, lightning rods and the like;
 - e. removing water from circulation in the district heating system;
 - f. adding (flowing) substances to the water in the district heating system.


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2. The consumer is prohibited from using the supplied heat and/or hot tap water other than for their own plot without the company's written consent. The company may attach conditions to such permission.
 3. If it is determined that circulating water has been lost, except in cases of force majeure, the amount of water lost, as well as the heat contained therein, will be charged to the consumer. Any damage that the company may suffer as a result of this loss shall be compensated by the consumer to the company, with Article 20, paragraph 7 applying mutatis mutandis.

Article 19 Other obligations

1. The Company shall, in carrying out the provisions of or pursuant to these General Terms and Conditions, exercise such care as may be expected of a prudent company. In particular, the company will try as much as possible to avoid any inconvenience or damage to the applicant and the consumer when carrying out work.
2. Both the applicant and the consumer are obliged to provide the company with the necessary cooperation in the application and implementation of the provisions of or pursuant to these general terms and conditions and the monitoring of compliance therewith, in particular by:
 - a. notifying the company as soon as possible of any damage, defects or irregularities observed or suspected by them in the part of the connection present in their plot, including the metering device, including breaking of the seal;
 - b. granting access to the premises - also for the purpose of fulfilling a public obligation incumbent on the company - from 8 am to 8 pm, except on Sundays and holidays; as well as on other days and outside these hours in case of an emergency;
 - c. notifying the company of address and/or (trade) name changes in a timely manner.
3. The applicant and the consumer are required to do what is reasonably practicable to prevent damage to the company property present on the plot.
4. If the applicant or consumer is not the owner of the plot, he warrants that the owner agrees to perform all acts deemed necessary by the company for the establishment, replacement, relocation, expansion, modification or removal of a connection or for the transport and delivery, both for his own benefit and, pursuant to Article 4 paragraph 1 of these general terms and conditions, for the benefit of third parties. The company may require the applicant or consumer to submit a written statement from the owner.

Article 20 Liability

1. a. The company is, subject to the provisions of the other paragraphs of this article, liable to the applicant or consumer for damage resulting from interruption of the transport or supply of heat and/or hot tap water; however, only if and to the extent that:
 - the interruption is due to a failure attributable to the company, and
 - it involves personal injury resulting from bodily injury or death and/or
 - it involves property damage consisting of destruction, damage or loss of property and/or
 - they are necessary costs to prevent property damage for an interruption of more than 8 hours.
- b. For property damage and the necessary costs to prevent property damage, a threshold amount of Euros 40,-- (forty Euros) applies to the applicant or consumer, provided that if the threshold amount is exceeded, the applicant or consumer will also be reimbursed. There is no threshold amount for personal injury or death damages.
2. The company shall, subject to the provisions of the other paragraphs of this article, also be liable for damage to persons or property as a result of a defective connection, defective transport or defective delivery or of an incorrect act or omission related to the connection, transport or delivery - not being an interruption of the transport or delivery - but not, if the damage is the result of a shortcoming for which the company cannot be held responsible.
3. Except in the event that the damage occurs as a result of intent or deliberate recklessness on the part of the company or its managerial employees, indirect damage is excluded from compensation in all cases, such as, in any case, damage as a result of business interruption, as a result of the inability to exercise a profession or business or as a result of loss of profit.
4. If and to the extent that the company is obliged to pay compensation to the applicant or consumer under these general terms and conditions, damages shall only be eligible for compensation up to an amount not exceeding: Euro 5,000,000.-- (five million Euro) per occurrence for all applicants and consumers together in so far as personal injury is concerned and Euro 2,500.000,-- (two and a half million Euros) per occurrence for all claimants and consumers together insofar as it concerns property damage and necessary costs to prevent property damage, provided that, regardless of the extent of the total damage, the compensation for necessary costs to prevent property damage shall be limited to a maximum of Euro 75,-- (seventy-five Euros) per claimant or consumer and the total compensation for property damage and necessary costs to prevent property damage shall be limited to a maximum of Euro 3,500,-- (three thousand five hundred Euros) per applicant or consumer. If the total of the claims exceeds the stated Euro 5,000,000 in personal injury and/or Euro 2,500,000 in property damage or necessary costs to prevent property damage, the company shall not be obliged to pay compensation in excess of the said amount, whereby, subject to the maximums per claimant and consumer mentioned earlier in this paragraph, the claims of the claimants and consumers shall be paid proportionately.

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5. Damage must be reported to the company as soon as possible but no later than four weeks after it occurs unless the applicant or the consumer makes it plausible that he was unable to report the damage earlier.
 6. The liability provisions in the previous paragraphs of this article also apply with respect to any other company supplying heat and/or hot tap water with which the company cooperates for the purpose of the public supply of heat and/or hot tap water, as well as with respect to persons for whom the company or that other company supplying heat and/or hot tap water is liable.
 7. The applicant or consumer shall be liable for all damage to any facility installed by the Company for the purpose of transportation and/or delivery in, on, under or above the plot unless the damage is the result of a failure not attributable to the applicant or consumer. If the applicant or consumer has to pay damages, they shall be limited to an amount not exceeding Euro 3,500.-- (three thousand five hundred Euros) per applicant or consumer and per event.

Article 21 Complaints and disputes

1. If the applicant or consumer has a complaint about the conclusion or execution of the agreement (not including the rejection of a proposed payment arrangement), he must first submit it to the company. Without prejudice to the provisions of Article 15(4), the applicant/consumer shall submit a complaint within 8 weeks of having discovered or reasonably could have discovered the fact on which the complaint is based. Submitting a complaint should be done with a letter addressed to the company containing the grounds of the complaint. The applicant/consumer will be notified in writing by the company as soon as possible, but no later than eight weeks after receipt of the complaint, with the reasons for the company's findings in response to the complaint and the conclusions the company has drawn from them.
2. If a complaint is not resolved to the satisfaction of both parties as well as in case of rejection of a proposed payment arrangement as referred to in Article 17, paragraph 4, the remaining dispute can be submitted by both the applicant/consumer and the company to the Geschillencommissie Energie (www.geschillencommissie.nl) or the competent court in the Netherlands.
3. If the applicant/consumer chooses to submit a dispute to the Disputes Committee, the company shall be bound by this choice as soon as the company becomes aware of the request for consideration by the Disputes Committee. A dispute must be submitted in writing to the Disputes Committee no later than three months after the complaint was submitted to the company. For cases referred to in Article 9, paragraph 2, a period of ten calendar days shall apply.
4. If the company wishes to take the initiative to have a dispute handled by the Disputes Committee, it shall propose in writing to the applicant/consumer that the dispute be handled by the Disputes Committee.

In doing so, the company announces that it will take the dispute to the competent court if the applicant/consumer does not indicate in writing within five weeks that it agrees to have the dispute handled by the Disputes Committee. If, in the event that the applicant/user has rejected the request or has not responded within the five-week period, the company has not brought the dispute before the competent court within two months, the applicant/user may still submit the dispute to the Disputes Committee for consideration.

5. The Disputes Committee shall rule under the conditions set forth in the Energy Disputes Committee Regulations. The decisions of the Disputes Committee are made by way of a binding opinion. A fee is payable for handling a dispute. If the Disputes Committee finds the complaint is justified, the company must reimburse the applicant/consumer for the latter amount.

Article 22 Deviations from these general terms and conditions


1. In special cases, deviations from these general terms and conditions may be granted at the company's discretion. These deviations will be recorded in writing.
2. In all cases not provided for in these general terms and conditions, the company will make arrangements according to reasonableness. The starting point in this regard is the general part of contract law and the other legal provisions applicable to the company.

Article 23 Changes in terms and conditions and rates

1. These general terms and conditions and the rules and regulations applicable hereunder may be modified by the company*). Changes to the terms and conditions will be announced at least ten calendar days before they take effect. Rate changes will be announced no later than the effective date. Amendments take effect on the date specified in the notice.

*) Note to company, not part of the terms and conditions: Optional: the municipality

2. If, in any year, one or more decisions of the Authority Consumer and Market (ACM), which are also of importance in the setting of rates by the company, come into force or are announced at such a time that publication by the company cannot take place on or before 1 January of the year in question, then, notwithstanding the first paragraph, rate changes of the company shall come into force at the time the decision of the ACM comes into force, unless the publication by the company, to the extent permitted by law, specifies a later date of coming into force.
3. The announcement shall be made by means of personal notice or by means of a general notice placed on the company's Internet site or in one or more daily or weekly newspapers distributed in the area in which the company supplies heat and/or domestic hot water, that the conditions, rules and regulations have been changed and are available for inspection at the company's premises and can be obtained there free of charge upon request.

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4. Changes also apply with respect to pre-existing agreements. If a consumer does not wish to accept a change, he may terminate the agreement in accordance with the provisions of Article 6, paragraph 6 of these general terms and conditions.

Article 24 Special provisions

1. The obligation to supply pursuant to the agreement referred to in article 6 of these general terms and conditions shall, in any case, terminate if and to the extent that any permission granted to the company to supply heat and/or hot tap water is withdrawn or cancelled.
2. In case the company should or wishes to transfer its rights and obligations under the agreement referred to in Article 6 of these general terms and conditions to a third party, the consumer/applicant grants its consent in advance.

Article 25 Final provisions

1. These general terms and conditions take effect on January 1, 2014. As of that date, the conditions in place up to that date will expire.
2. These general conditions may be cited as "General Terms and Conditions of Heat" (version 2014).
3. These general terms and conditions are available for inspection at the company and can be obtained there free of charge upon request.