

No. 179. ✓

## THE ELECTRICITY DEVELOPMENT LAWS, 1952 AND 1953.

## REGULATIONS MADE BY THE ELECTRICITY AUTHORITY OF CYPRUS UNDER SECTION 44.

In exercise of the powers vested in it by section 44 of the Electricity Development Laws, 1952 and 1953, the Electricity Authority of Cyprus hereby makes the following Regulations:—

1. These Regulations may be cited as the Electricity Development Regulations, 1954.

2. In these Regulations, unless the context otherwise requires—

“ Authority ” means the Electricity Authority of Cyprus ;

“ consumer ” includes an applicant for a supply of electricity, or a prospective consumer ;

“ Electricity Law ” means the Electricity Law (Cap. 82) and includes any Law amending or substituted for the same ;

“ Law ” means the Electricity Development Laws, 1952 and 1953, and includes any Law amending or substituted for the same ;

“ premises ” includes any building, structure, land or place ;

“ street ” includes any square, road, bridle-path, pathway, blind-alley, passage, footway, pavement, quay, public garden or public place.

3. The conditions subject to which the Authority will supply electricity to consumers shall be those set out in the First Schedule hereto.

4.—(a) Applications for the supply of electricity or for the continuance of an existing supply shall be in the Form A set out in the Second Schedule hereto with such variations as may be necessary to suit any particular case.

(b) The notice required to be given to the Authority that an installation is ready for inspection or testing shall be in the Form B set out in the Second Schedule hereto with such variations as may be necessary to suit any particular case.

5. Payment of excess service line charges which the consumers of electricity may be required to make under the provisions of the conditions set out in the First Schedule hereto, shall be at the rates specified in the Third Schedule hereto.

6. The cash deposits which the consumers of electricity may be required to make under the provisions of the conditions set out in the First Schedule hereto, shall be in accordance with the scale specified in the Fourth Schedule hereto.

7. The rates of charges payable by the consumers for the supply of electricity, the rentals of meters payable by the consumers, and the charges payable by the consumers for apparatus hired by the Authority to consumers and for other services rendered, shall be those set out in the Fifth Schedule hereto, and shall be deemed to have come into force on the 1st July, 1953, except the rates of charge payable for the supply of electricity for street lighting purposes which shall be deemed to have come into force on the 1st January, 1954.

8. Any failure on the part of any consumer to observe or comply with the requirements of the Law, or the Electricity Law, or of any Regulations made under the Law or the Electricity Law, or any failure on the part of any consumer to observe or comply with the provisions of any condition set out in the First Schedule hereto, shall give the right to the Authority to refuse a supply of electricity or to discontinue the supply, as the case may be, to the premises concerned, notwithstanding any contract which may have been previously entered into, and without prejudice to any other rights or remedies which the Authority may have against such consumer in respect of such failure.

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## FIRST SCHEDULE.

(Regulation 3.)

*The Electricity Development Laws.*

ELECTRICITY AUTHORITY OF CYPRUS.

## GENERAL CONDITIONS OF SUPPLY.

*Consumer to obtain prior confirmation of the Authority that supply may be given.*

1. Every consumer who desires the Authority to give a supply of electricity to his premises shall obtain from the Authority a written confirmation that the Authority will be in a position to give the desired supply before engaging a wiring contractor or workman to carry out the wiring of those premises.

*Form of application.*

2.—(a) Every consumer who desires the Authority to give a supply of electricity shall make an application to the Authority therefor in the prescribed form.

(b) Every consumer in an area previously supplied with electricity by an undertaking acquired by the Authority and who, following such acquisition, desires the Authority to continue to give a supply of electricity to his premises shall, when required by the Authority, make an application to the Authority therefor in the prescribed form.

(c) Such form of application may be obtained from any office of the Authority and should be completed as fully and accurately as possible.

*System and pressure of supply.*

3. The supply in all cases will be alternating current at a periodicity of 50 cycles per second, 240 volts or 480 volts, single phase and 415 volts, 3 phase. Large demands will be supplied at standard voltage through transformers to be located on the consumer's premises and supplied from Extra High Tension Mains by special agreement.

*Service mains.*

4.—(i) Particulars of any charges to be paid by the consumer in respect of service mains or other apparatus necessary for giving the supply will be furnished on application.

The Authority shall have the right, free of charge or rental, to instal apparatus and place any electrical lines above or below ground in or on the consumer's premises for the purpose of supplying electricity to the consumer or for the purpose of giving a supply to any adjacent premises where it is not reasonably practicable to erect a separate overhead service line, and the consumer shall afford the Authority's officers and servants access to the premises at all reasonable times for all or any of the above purposes or for the purpose of repairing or replacing any apparatus or electrical lines installed as aforesaid.

(ii) The point of entry of the Authority's service mains, lines and cables into the consumer's premises, and the position of the main cut-outs and metering equipment shall be determined by the Authority, provided that an alternative position may be agreed subject to the consumer paying any additional costs therefor.

The consumer should ascertain the Authority's requirements with regard to service mains and other apparatus before placing any order for the wiring of the premises.

(iii) The Authority shall not be responsible for the permanent reinstatement of paving or other surfaces disturbed in or upon the consumer's premises for the purpose of laying the consumer's service line where the consumer has requested an underground service as opposed to the Authority's standard overhead connection, provided that the Authority will take all reasonable care in excavation and temporary reinstatement.

(iv) Any overhead service line up to 75 feet from the nearest distributing main will be erected free. Any excess may be payable by the consumer before the work is commenced.

(v) Payment of excess service line charges for a service line exceeding the maximum length of free service line shall not create a claim to ownership of any part of the service line.

(vi) Consumers shall not be entitled at any time to receive a refund of any excess service line charge or any part thereof.

(vii) All service lines, whether laid free or partly paid for by a consumer or consumers, shall be the property of the Authority and the Authority shall have the right to use any service line for the purpose of any other supply.

(viii) Where a supply of electricity is required necessitating special capital expenditure by the Authority in respect of mains extensions, etc., an applicant may be required to give guarantees assuring a minimum return in respect of such expenditure over a period not exceeding five years, but in each such case the Authority will have due regard to the use by other prospective consumers upon such extensions.

*Temporary supplies.*

5. In the event of it being found necessary to instal a temporary service for the purpose of affording temporary supplies to any consumer, the consumer shall bear the total cost of providing the service and the condition relating to free service line of a length of 75 feet shall not be applicable to such case.

*Wiring Regulations.*

6. All installations shall comply with the statutory requirements, the Regulations made under the Trades and Industries (Regulation) Law, the Electricity Law and the Electricity Development Law and these General Conditions of Supply, as the case may be. THE ONUS OF COMPLIANCE WITH THE STATUTORY REQUIREMENTS AND SUCH REGULATIONS AND CONDITIONS SHALL REST UPON THE CONSUMER WHO SHOULD OBTAIN AN APPROPRIATE CERTIFICATE FROM THE ELECTRICAL CONTRACTOR OR WIREMAN CONCERNED.

*Inspection and testing of installations.*

7.—(i) Notice that an installation is ready for inspection or testing must be given to the Authority in writing in the prescribed form (obtainable from any of the Authority's District Offices) at least 48 hours prior to the date upon which it is desired that the inspection and test should be carried out. As soon as practicable a representative of the Authority will inspect and test the installation. The Electrical Contractor or Wireman must attend or be represented at the inspecting and testing for the purpose of giving any necessary information. When the installation is approved the Authority will make arrangements for the connection of the supply.

(ii) No person other than a servant of the Authority may connect the supply, or remove or insert fuses in the Authority's cut-outs.

(iii) An installation having passed the Authority's test implies only that at the time of the test the installation resistance complied with statutory requirements, and does not in any way involve the Authority in respect of the installation, nor is it in any way a guarantee of efficient workmanship on the part of the Electrical Contractor or Wireman.

(iv) In the event of an installation having to be re-inspected or re-tested a fee of 5s. shall be payable by the consumer in respect of each re-inspection or re-testing ; payment to be made at the time application for the re-inspection or re-testing is submitted.

*Alterations or extensions to the installation.*

8. The consumer must give at least 24 hours' notice in writing to the Authority of his intention to alter or extend the installation or to connect additional apparatus, and must complete and submit appropriate application and testing forms. Failure to observe this condition shall render the consumer responsible for the replacement of any of the Authority's equipment which may be damaged, without prejudice to the right of the Authority to discontinue the supply.

*Defective installations.*

9. The Authority shall not be held responsible for any loss or damage occasioned by fire, leakage, accident or any other cause beyond the control of the Authority that may occur in consequence of the supply of electrical energy to any premises, or arising from the use or misuse of the supply, or from the imperfect state of fittings, wires, cables or other apparatus on consumer's premises, and any expense to which the Authority may be put in locating a fault in the installation or repairing consequential damage to their equipment shall be paid to the Authority by the consumer.

*Improper use of electricity.*

10.—(i) The consumer shall maintain the installation in good order and condition, and shall not do or cause or allow or suffer to be done anything thereto which may affect the proper and regular supply of electricity to his premises or to the premises of any other consumer.

(ii) The consumer shall not use or cause or allow or suffer to be used the supply of electricity to his premises in any way likely to cause inconvenience to other consumers or to interfere with the distribution of supply by the Authority.

(iii) The consumer shall not resell or assign either in whole or in part any of the Authority's supply of electricity and shall not use or allow or suffer to be used such supply or any part thereof for any purpose outside his premises.

*Alteration to Authority's apparatus on consumer's premises.*

11. Only authorized representatives of the Authority may alter, remove, disconnect, or otherwise interfere with any apparatus belonging to the Authority on the consumer's premises. Should any alteration be required, notice should be given to the nearest office of the Authority when arrangements will be made for the necessary work to be carried out at the consumer's expense.

*Protection of meters.*

12. All meters and main fuses will be fixed adjacent to the termination of the Authority's service lines, and shall be protected where necessary by a wooden box (supplied by the consumer) of adequate size and security to meet the requirements of the Authority.

Seals fixed to meters and other apparatus must not be broken except by an authorized representative of the Authority.

*Connection of meters.*

13. The necessary cables for the connection of the Authority's meters to the consumer's installation must be provided by the consumer, and every conductor of such cable shall be capable of carrying the maximum current which can flow in it under normal conditions of service.

The smallest permissible size of conductor shall have a nominal cross-sectional area of .0045 sq. inch.

*Accuracy of meters.*

14. The consumer may at any time require the accuracy of any meter to be tested on the payment of a deposit of 10s. Should the test prove that the meter has been registering incorrectly the deposit will be refunded, otherwise it will become the property of the Authority as a charge for such test. Any inaccuracy shall be deemed to have existed during the period for which the last account has been rendered, unless it be proved to have first arisen during the then current period; but no correction shall be made in respect of an account rendered unless the error exceeds 3 per cent.

In the event of disagreement with the results of the test carried out by the Authority the consumer may call for a test as provided for by section 58 of the Electricity Law.

*Defective meters or demand indicators.*

15. Should it be found that the meter, or demand indicator, has stopped, or has not registered accurately the electricity supplied to the consumer, the Authority will estimate the quantity of electricity supplied in the same proportion, or as near as possible thereto as the consumption during the corresponding period when the instrument was in working order, or failing this on the number of lamps or other apparatus connected. Any charge made on such estimate shall be paid as though registered by the meter.

*Damage to apparatus.*

16. The consumer shall be responsible for any loss, damage, or injury to the apparatus or equipment belonging to the Authority in the premises occupied by the consumer, whether by fire, water, accident or other cause,

*Access to premises.*

17. The consumer shall afford the Authority's officers and servants access to the premises at all reasonable times for the purpose of inspecting, testing, repairing, or renewing the Authority's equipment and apparatus, for the purpose of reading the meters, and for the inspection and testing of the consumer's installation and electrical appliances. Notification to the Authority shall be given by the consumer where it is intended to close the premises for a longer period than three months.

*Discontinuance of supply.*

18.—(i) At least 24 hours' notice in writing must be given by the consumer to the Authority before vacating the premises, and in default of such notice the consumer will be held liable to the Authority for all accounts due up to the next usual period for ascertaining the consumption of energy on the premises, or up to the date of supply to the next occupier of the premises, whichever shall first occur.

(ii) Electricity shall be available at all hours except when other consumers are being connected, or when the mains and apparatus are being tested or repaired, or in the case where such discontinuance may be deemed necessary or advisable, or in the case of failure of supply through accident, fire, flood, tempest, breakdown of machinery, strikes, lock-outs, *force majeure*, or any other cause beyond the control of the Authority.

*Payment of accounts.*

19. All accounts for monies due to the Authority for electricity supplied must be paid within 15 days of delivery or at such other times as may be determined by the Authority, and in the case of non-payment the Authority shall have the right to discontinue the supply without prejudice to any other rights or remedies for the recovery of the sum due. The supply will not be re-connected until all outstanding charges in respect thereof have been paid.

Where the supply has been discontinued due to any fault on the part of the consumer, a charge of 10s. for re-connection must be paid by the consumer before the supply is restored.

Where a consumer requires a special meter reading not less than 48 hours' notice shall be given.

*Renewal of fuses.*

20. Where the Authority is called upon to renew the fuses of the consumer, the consumer will be required to pay a charge of 2s. for premises situate within a radius of 2 miles from the service station, and beyond that distance 3s., for each such occasion. Where due to any fault on the part of the consumer the Authority is called upon to renew its fuses, the consumer will be required to pay the above-mentioned charge.

*Deposits.*

21. A consumer shall, if required at any time, make a cash deposit, the amount of which will be determined by the Authority, as security for the safe return of the Authority's apparatus installed in the consumer's premises, and also for the due payment of all money which may become payable to the Authority by the consumer, with liberty for the Authority to resort to such security for the settlement of any monies due to them.

*Tariff selection.*

22. Consumers may change to a two-part tariff at the beginning of any billing period upon giving notice to that effect; provided that the two-part tariff will then be applicable from year to year. At least one month's clear notice shall be given by consumers of their desire to change from a two-part tariff to any other tariff basis, and such change can only be effected as from the end of each year following the date upon which the consumer elected to be charged on a two-part basis.

*Alteration of conditions.*

23. The conditions set out in this Schedule may in any particular case be varied by agreement between the Authority and the consumer.