

REGULATION

on

“Establishing the template of the contract summary to be used by providers of publicly available electronic communications services”¹

(Approved by AKEP Steering Council Decision No.1 of 2 February 2026)²

¹ This Regulation is fully aligned with Commission Implementing Regulation (EU) 2019/2243 of 17 December 2019 establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to Directive (EU) 2018/1972 of the European Parliament and of the Council. CELEX_32019R2243, Official Journal of the European Union, L series, No 336, 17.12.2019, p. 274-280 .

² AKEP's position on the comments of interested parties on the Draft Regulation approved for public consultation by Decision of AKEP Steering Council No. 1, dated 19.03.2025, are published in a separate document on the AKEP website <https://akep.al/konsultime/konsultime-te-perfunduara/>. The Draft-Regulation for public consultation, approved by AKEP Steering Council Decision No.1 of 19 March 2025, including Appendix 1 'Explanatory Note to the public consultation document' (pg,7-14 of the Draft-regulation) may be found in https://akep.al/wp-content/uploads/2026/02/AKEP_Draft-Regulation-on-Contract-Summary-Template_Public-Consultation_ENG-1.pdf

Article 1

Subject matter, aim and scope

This Regulation establishes the template for the contract summary that providers of publicly available electronic communications services, other than transmission services used for the provision of machine-to-machine services, shall complete and make available to end-users in an appropriate manner with the information required under the provisions of points 5 and 6 of Article 141 of Law No. 54/2024 “On electronic communications in the Republic of Albania”.

The contract summary document shall be provided to end-users who are consumers, and also to non-consumers (business) end-users who are microenterprises or small enterprises, or not-for-profit organizations, unless the latter have expressly agreed to waive this right

Article 2

Definitions

Without prejudice to the provisions of Law No. 54/2024, and to other secondary legislation adopted for its implementation, for the purposes of this Regulation, the following terms shall have the meanings set out below:

1. **Contract summary:** is the document with the pre-contractual summary information made available by the service provider to the end-user pursuant to the requirements of points 5 and 6 of Article 141 of Law 54/2024, and in accordance with the template and the requirements of this Regulation.
2. **End-users who are microenterprises, small enterprises or non-profit organization:** are enterprises or non-profit organizations defined/classified as such under the legislation in force³ and seeking to conclude or conclude a subscription contract on behalf of the enterprise or organization as an end-user of the non-consumer (Business) category with no more than 49 end-users of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services.

Article 3

Contract summary template

Providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services, when implementing the obligations of points 5 and 6 of Article 141 of Law 54/2024 on making the contract summary available to the consumer, shall use the contract summary template set out in Annex 1, in accordance with the instructions (mandatory) for its completion set out in Annex 2, of this Regulation.

³ Law 43/2022 “On the development of micro, small and medium-sized enterprises”.

Article 4

Presentation of content

1. The contract summary shall not, unless duly justified, exceed the equivalent of 1 (one) single-sided A4 page when printed. Where services or services and terminal equipment, comprising at least an internet access service or a publicly available number-based interpersonal communications service, are bundled into a single contract, the contract summary shall not, unless duly justified, exceed the equivalent of 3 (three) single-sided A4 pages when printed.
2. The information included in the contract summary shall be presented in portrait format and in accordance with the order of headings set out in Annex 1 of this Regulation. The font type used shall be such that the text is easily readable. The font size shall be at least 10 points. In duly justified circumstances the font size may be reduced; in such cases a possibility to enlarge the contract summary by electronic means or to receive the contract summary upon request with a font size of at least 10 points shall be provided.
3. The content of the contract summary shall be easily readable with sufficient contrast between the font used and background of the document, especially when using colours. Visuals shall not overlay the text of the contract summary.
4. The contract summary shall be drafted in language that is easily readable and understandable for consumers. The contract summary shall focus on key information that the consumer needs to compare offers and make a well-informed decision.
5. Headings shall be clearly distinguishable from the text.

Article 5

Entry into force and application

1. This Regulation shall enter into force on the date of its approval by the AKEP Steering Council and it shall apply from 1.05.2026.
2. This Regulation shall be published on the official website of AKEP www.akep.al.

Annex 1: Contract Summary Template

[Service name]

[Provider

/Provider logo]

[Contact]

Contract summary

- **This contract summary provides the main elements of this service offer according to the requirements of Law 54/2024¹**
- **This information facilitates comparison between service offerings.**
- **Full information about the service is provided in other documents.**

Service/services and terminal equipment

[...]

Speeds of internet access service and remedies

[...]

Price

[...]

Duration, renewal and termination

[...]

Featured for end-users with disabilities

[...]

Other relevant information

[...]

¹ Point 5 of Article 141 of Law 54/2024 “On electronic communications in the Republic of Albania”, which is fully aligned with Article 102 (3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36)

Annex 2: Instructions for completing the Contract Summary Template

The service or brand name of the electronic communications service(s) offered shall be placed immediately above the title “Contract Summary”.

The name of the provider shall immediately follow the name of the electronic communications service(s). The provider may insert its logo to the right of the title “Contract Summary”.

The three introductory sentences form an integral part of the contract summary and shall not be altered.

The name, address and contact information of the service provider and, if these contact details are different from those for information, contact details for any complaints shall be included below the name of the service provider. The contract summary shall also include the issue date of the document.

In cases where the contract does not include the provision of terminal equipment, the reference ‘terminal equipment’ in the heading “Service(s) and terminal equipment” shall be deleted or indicated as not applicable. In cases where the contract does not include an internet access service, the section on the “*Speeds of the internet access services and remedies*” shall be deleted or indicated as not applicable. In cases where no other information is provided, the section “Other relevant information” shall be deleted or indicated as not applicable.

The text in italic type font used in the template set out in Annex 1 indicates that the abovementioned headings and related information are not mandatory in all circumstances. The square brackets used in Annex 1 shall be replaced with the required information.

Section “Service/Services and terminal equipment”

This section shall include a description of the main characteristics of the electronic communications service(s), for example, fixed voice telephony, mobile voice telephony, mobile internet access, fixed internet access, transmission service for TV broadcasting (such as Cable TV or IPTV) or number-independent interpersonal communication services. For offers through bundles pursuant to Article 147 of Law 54/2024, a description of the type of terminal equipment and the services included in the bundle, such as TV packages, video-on-demand or other media services, where applicable. For transmission services for TV-broadcasting and for bundles including such services, information on the type of TV package offered shall be included where it is not possible to list all the TV channels included in the package. For bundles, the services shall be listed in the order mentioned in this paragraph. The description shall include, where applicable, the volume or quantity for calls, messages and data included and the roaming fair use policy applied by the service provider.

Section “Speeds of internet access and remedies for complaints/dispute resolution”

Where the service includes internet access, a summary of the information required under letters “ç” and “d” of point 1 of Article 178 of Law 54/2024 shall be included. For fixed internet access services, the minimum, normally available and maximum download and upload speeds shall be included, and for mobile internet access service the estimated maximum download and upload speeds shall be included. This section shall also include a description of the legal remedies available to the consumer in accordance with Law 54/2024 and the relevant secondary legislation in the event of continuous or regularly recurring discrepancy between the actual performance of the internet access service regarding the speed or other quality of service parameters and the performance indicated in the contract.

Section “Price”

For electronic communications services provided for direct monetary payment, this section shall include the prices for activating the service and recurring subscription or consumption-related charges.

For subscription contracts, the recurring price, inclusive of taxes, per billing period and, if the billing period is other than monthly, also the price per month shall be included. This section shall also include any additional fixed prices, such as for activating the service, and, where applicable, the price of the terminal equipment, as well as any time-limited discounts on the monthly subscription.

Where applicable, consumption-related charges, such as unit charges, which will apply after the volumes included in the recurring price have been exceeded, shall be indicated in the contract summary. Where applicable, information about tariffs for additional services not included in the recurring prices shall be indicated to be available in a separate document/medium.

Where the service is provided without a direct monetary payment, but subject to certain obligations on users as a condition of providing the service, that shall be clearly indicated in this section.

Section “Duration, renewal and termination”

The information on the duration of the contract in months and the main conditions for its renewal and termination due to the end of the contract duration and to early termination, where applicable, shall be included in this section of the contract summary. Fees due on early termination, including information on unlocking the terminal equipment, where applicable, shall also be included in this section. This information will be provided without prejudice to other grounds for termination of the contract provided by applicable legislation, such as in the event of a lack of conformity with the terms and conditions of the contract.

Section “Features for end-users with disabilities”

This section shall present information on the main products and services offered to end-users with disabilities, which may include, where available, at least real-time text, total conversation, relay services, accessible emergency communications, specialized equipment, special tariffs and accessible information for persons with disabilities. In relation to the details of these services, where applicable, a note may be placed that they can be made available to the end-user in separate mediums/manner.

Section “Other relevant information”

In this section the service provider may include additional information required by national legislation (Law 54/2024 and/or relevant consumer protection legislation) to provide before a consumer is bound by a contract or any corresponding offer.

NOTES

Duly justified exceptional cases

Duly justified cases where the maximum number of pages (1 or 3 in the case of service packages/bundles) of the contract summary referred to in point 1 of Article 4 of this Regulation may be exceeded are considered cases where the contract summary document is provided in a format accessible to persons with disabilities, such as in Large Print or Braille.

Duly justified cases where the font size (of at least 10 points) of the contract summary referred to in point 2 of Article 4 of this Regulation may need to be reduced are considered to be cases where the contract summary needs to be scaled down in size in order to fit the packaging of prepaid SIM cards sold at operators' points of sale, where the use of 10-point font size would be impractical. However, in such cases, the possibility should be offered for the contract summary to be obtained at the consumer's request in a format with a font size of no less than 10 points.

Other clarifications

The visuals (objects) referred to in point 3 of Article 4 of this Regulation refer to symbols, icons and graphics or the use of “hyperlinks” or “pop-ups”.

In the section of service description, the volume or quantity of calls, messages and data included in the relevant price plan shall be, where applicable, indicated in minutes, number of SMS and MB or GB, including, where applicable, a description of the fair use policy when roaming in the Western Balkans (*or the European Union*) applied by the (mobile) service provider and the amount of data (MB/GB) without surcharges available when roaming in the Western Balkans (*EU*), calculated in accordance with the “*Regulation on the application of the Fair Use Policy and the methodology for assessing the sustainability of the abolition of retail roaming surcharges (RLAH) with the Western Balkans*”, approved by AKEP Steering Board Decision No.9 of 9 June 2021 (*pursuant to the relevant legal/sub-legal acts approved for roaming in the EU within the framework of the integration process of Albania into the EU*).