



UNMIK/REG/2001/26
8 October 2001

REGULATION NO. 2001/26
ON PAYMENT TRANSACTIONS

The Special Representative of the Secretary-General,

Pursuant to the authority given to him under United Nations Security Council resolution 1244 (1999) of 10 June 1999,

Taking into account United Nations Interim Administration Mission in Kosovo (UNMIK) Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

For the purpose of regulating the rights and obligations of participants in payment transactions in any foreign currency in Kosovo,

Hereby promulgates the following:

Chapter 1
General Provisions

Section 1
Definitions

For the purposes of the present regulation:

(a) “Account” means any account opened under a contract between a customer and a bank, whether current, giro, or otherwise, and includes an account under an ad hoc relationship created solely for the purpose of generating a single payment transaction;

(b) “Adequate cover” means for a payment order, the availability of sufficient funds, namely, the existence of an account balance not smaller than the amount of the payment order, consisting of the closing balance of the previous banking day, plus credit already posted to the originator’s account in the course of the current banking day for incoming payments, deposits and remittances, less outgoing payments and disbursements already occurring in the course of the

current banking day, and anticipated bank charges. Funds reflecting mere provisional credit to the originator's account do not constitute part of the adequate cover;

(c) "Agreement" means with respect to Chapter 7 of the present regulation, a contract between a customer and a bank, which governs the operation of an account, including its duration, its modification and payment orders;

(d) "Authentication" means an authentication made pursuant to a commercially reasonable security procedure established by agreement between a sender and a bank to determine whether a payment order was issued by the individual or legal entity indicated as the sender. A commercially reasonable security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar devices. Comparison of a signature on a payment order or communication with an authorized signature of the customer is not by itself a security procedure;

(e) "Bank" means:

(i) a legal entity that is engaged in the business of receiving money deposits or other repayable funds either under a banking license issued by the competent authority responsible for licensing and supervising banks, or established by law as a bank; and

(ii) a legal entity other than a bank under (i) authorized by law to take deposits or to participate in payment transactions on the account of customers; or the Banking and Payment Authority of Kosovo;

(f) "Banking day" means the part of the day during which the bank is open to the public for carrying out substantially all of its banking functions;

(g) "BPK" means the Banking and Payments Authority of Kosovo established under UNMIK Regulation No. 1999/20 of 15 November 1999, as amended, on the Banking and Payments Authority of Kosovo;

(h) "Branch or separate office of a bank" means a separate bank for the purpose of computing the time within which, or determining the place at or to which, action may be taken or notice or order shall be given;

(i) "Clearing" means exchanging and processing interbank payment orders for the purpose of calculating either bilateral or multilateral net amounts owed by or to each bank for the settlement of payment orders included at each clearing cycle;

(j) "Credit transfer" means a payment transaction originated by the payor, who issues a payment order to its bank instructing it to transfer funds from the payor's account to the payee or to the payee's account. In a credit transfer, the originator is the payor, the originating bank is the payor's bank, the destination bank is the payee's bank, and the receiver is the payee;

(k) "Customer" means an individual or a legal entity, including a bank, having an account with a bank;

(l) “Debit transfer” means a payment transaction originated by the payee’s payment order, based on the payor’s authority, instructing the payee’s bank to collect money from the payor’s account. In a debit transfer, the originator is the payee, the originating bank is the payee’s bank, the destination bank is the payor’s bank, and the receiver is the payor;

(m) “Destination bank” means the bank identified in a payment order in which payment to the payee in a credit transfer is to take place, or the payor’s account in a debit transfer is held;

(n) “Electronically” means by means of on-line telecommunication or off-line physical delivery of tapes, diskettes, or similar devices;

(o) “Execution” means the carrying out of instructions contained in a payment order by means of issuing a corresponding payment order to a receiving bank;

(p) “Foreign currency” means any currency other than the Yugoslav Dinar;

(q) “Funds” includes cash and deposits kept in bank accounts;

(r) “In-house transfer” means a transfer of funds, from a payor to a payee at the same bank, having one payment order. Participants in an in-house transfer are the originator, a bank acting both as originating and destination bank, and receiver;

(s) “Interbank transfer” means a transfer of funds, from a payor to a payee in two separate banks, having at least two payment orders with each receiving bank other than the destination bank executing its sender’s payment order by issuing a corresponding payment order to a receiving bank, with the last payment order sent to the destination bank. Participants in an interbank transfer are the originator, originating bank, destination bank, and receiver, and may include one or more intermediary banks. In an interbank transfer, besides acting for a customer, a bank may act for its own account and its own name;

(t) “Intermediary bank” means a receiving bank other than the originating or destination bank;

(u) “Legal entity” includes an enterprise or a public institution;

(v) “Originating bank” means the bank which receives the first payment order initiating a payment transaction;

(w) “Originator” means the sender of the first payment order initiating a payment transaction;

(x) “Passbook account” means an account under which debits and credits are posted to the customer by a bank recording them in a passbook originally given by the bank to the customer and presented to the bank for such recording by the customer;

(y) “Payee” means the party who is to receive a payment in a payment transaction;

(z) “Payment order” means an unconditional instruction by the sender, other than a bill of exchange or check, but including an instruction for the collection of a bill of exchange or check, given to a receiving bank to pay or collect a specific sum of money out of a designated account, to or for a payee, or to or for a payee’s account. Where the sender is a bank, the payment order is an interbank payment order;

(aa) “Payment transaction” means a transfer of funds from the payor’s account to the payee or to the payee’s account. The payor and payee may be the same or two different individuals or legal entities. A payment transaction may be either a credit or debit transfer of funds and is initiated by the originator’s payment order given to the originating bank, instructing it to execute the payment transaction. In a payment transaction, the payor’s account may be held, and payment to the payee may take place in either the same or two different banks;

(bb) “Payor” means the party who is to make a payment in a payment transaction;

(cc) “Receiver” means the individual or legal entity whose bank is to receive the last payment order in a payment transaction;

(dd) “Receiving bank” means the bank to which the sender’s payment order is addressed;

(ee) “Sender” means the individual or legal entity giving a payment order to a receiving bank;

(ff) “Settlement” means the payment in discharge of an obligation in an interbank payment;

(gg) “Settlement account” means the account that a bank maintains on the books of the BPK for carrying out incoming and outgoing payment transactions; and

(hh) “Value date” means the banking day on which a payment order is to be carried out as instructed by the sender.

Section 2 Foreign Currency Accounts

Individuals and legal entities may open accounts in any foreign currency and conduct payment transactions through these accounts in accordance with the applicable law. An individual or legal entity may have more than one account and in more than one bank.

Section 3 Payment Transactions

3.1 In a payment transaction, a bank may act for a customer or correspondent bank located outside of Kosovo.

3.2 A payment transaction may be out of or into an account held at the BPK in which case the present regulation applies as if the BPK is a bank.

Chapter 2 **Payment Order**

Section 4 Payment Order

4.1 A payment order may be given in writing, electronically, or orally if so previously agreed in writing between the parties to a payment order. If so previously agreed in writing, subsequent payment orders and/or cancellation orders may be given orally.

4.2 A payment order shall accurately identify the receiver and the destination bank. Where the payment order identifies a party to the payment order by name and number, a receiving bank may carry out such payment order based on either the name or the number. If the receiving bank finds an inconsistency between the name and the number, such bank shall reject the payment order.

4.3 A payment order may be sent to or received by a bank located inside or outside of Kosovo.

4.4 Whether sent from inside or outside of Kosovo, a payment order received by a branch or a separate office of a bank located in Kosovo shall be governed by the present regulation and by other applicable law in Kosovo.

4.5 A payment order received by a branch or a separate office of a bank located outside Kosovo is governed by the law applicable to the place where that branch or separate office is located.

4.6 An originating bank in a credit transfer and a destination bank in a debit transfer that received, in the course of a banking day, more than one payment order or other lawful instructions may process them in any sequence unless otherwise provided under the applicable law.

4.7 A bank shall exercise ordinary care in the receipt, process and transmittal of payment orders. Having exercised ordinary care in the interpretation of ambiguous payment orders, a bank, acting in good faith and without knowledge that it acts contrary to what the sender actually meant, may carry out the payment orders according to a reasonable meaning of them.

4.8 A customer shall exercise ordinary care in order to prevent forgery and unauthorized issue or alteration of payment orders, and in order to ensure that payment orders are clear and unambiguous.

Section 5
Receiver's Authority in a Debit Transfer

5.1 In a debit transfer, a receiver may revoke its authority to the originator by notifying the destination bank of the revocation of authority in writing, electronically, or orally if so previously agreed in writing, before the completion of the payment transaction, and at a time and in a manner sufficient to afford the destination bank a reasonable opportunity to act on such notification. Upon such notification, the destination bank shall reject the sender's payment order.

5.2 In a debit transfer, the notification of the receiver's death or the adjudication of legal incapacity received by the destination bank shall have the same effect as the receiver's notification of revocation of authority under section 5.1.

5.3 A customer:

- (a) whose account is debited in the amount of a payment order carrying out a debit transfer;
- (b) who contests the originator's authority; and
- (c) who objects to the debit in writing within seven (7) days of being notified of the debit to its account;

shall be entitled to a reversal of the debit, unless the destination bank has been provided with proof of the authority given by the customer to the originator.

Section 6
Receiving Bank's Duties

6.1 In a credit transfer, unless agreed otherwise, a receiving bank shall carry out the sender's payment order if there is adequate cover in the sender's account.

6.2 In a debit transfer, the originating bank shall carry out the originator's payment order upon being presented to its satisfaction with proof as to the authority given by the receiver, and obtaining the originator's indemnity to cover the amount of the payment order. Unless otherwise agreed, the originating bank shall not be obliged to provide the originator with funds or even provisional credit prior to the completion of the debit transfer. If the originator's account is credited by the originating bank prior to the completion of the debit transfer, the credit is provisional, and the originator's account may be debited in the amount of the credit if the debit transfer is not completed as provided in section 12 of the present regulation.

6.3 A receiving bank shall carry out a payment order that:

- (a) is properly filled out and is authorized or authenticated;
- (b) accurately identifies the destination bank; and

(c) accurately identifies the receiver.

6.4 A receiving bank that declines to carry out its sender's payment order is required to promptly notify the sender of such action.

6.5 A receiving bank shall carry out a payment order either on the banking day when it received the payment order or on its value date, whichever is later. A receiving bank may establish a cutoff hour not earlier than 12:00 noon after which any payment order received is deemed to be received on the following banking day.

6.6 A receiving bank shall act diligently and in good faith, comply with international banking standards, and assist participants in completing satisfactorily any payment transaction. It shall maintain confidentiality, as provided in section 27, and act in the best interest of its sender.

Section 7 Cancellation and Withdrawal of a Payment Order

7.1 A cancellation order shall accurately identify the payment order it seeks to cancel and may be given to the receiving bank in writing, electronically, or orally if so previously agreed in writing. If not so previously agreed in writing, an oral cancellation order shall require a written confirmation, to be given to the bank within 24 hours.

7.2 A payment order is canceled when an authorized or authenticated cancellation order by the sender or on the sender's behalf is received by the receiving bank at a time and in a manner which enables it to initiate a cancellation of the payment order before carrying out the sender's original payment order.

7.3 After the execution of a sender's payment order the executing receiving bank may, at the request of the sender, issue to its own receiving bank its own cancellation order pursuant to section 7.2. A cancellation order issued to the destination bank by its sender is effective only if it is received by the destination bank before the payment transaction is completed.

7.4 A payment order that has not been carried out by the receiving bank is withdrawn:

(a) at the close of the fifth banking day following its receipt or value date, whichever is later;

(b) where the receiving bank is notified of the death or adjudication of the legal incapacity of the sender; or

(c) where the receiving bank is closed by competent authorities.

7.5 No cancellation or withdrawal of a payment order is effective following the completion of the payment transaction.

Section 8
Interbank Settlement

8.1 Settlement for interbank payment orders may take place:

(a) on banks' settlement accounts with the BPK in accordance with UNMIK Regulation No. 1999/20, as amended, and applicable BPK Rules;

(b) by posting a debit or credit to an account, other than a settlement account, that one bank has with the other bank or with a third bank. Such debit or credit may be for a payment order or for several payment orders in which case it may be at the end of a clearing cycle; or

(c) by any other means in which an obligation is satisfied.

8.2 Settlement under section 8.1 occurs as follows:

(a) under section 8.1 (a), when the settlement is completed under applicable BPK Rules;

(b) under section 8.1 (b), by means of a debit to an account when the debit is posted to the account;

(c) under section 8.1 (b), by means of credit to an account when the credit posted to an account is used, or if not used, at the opening of the next banking day following the day on which the credit is available for use and the bank whose account has been credited, is notified of that fact; or

(d) under section 8.1 (c), as determined by the applicable law that determines when an obligation is satisfied.

8.3 Notwithstanding section 8.2, where settlement under section 8.1 (b) is for bilaterally or multilaterally net amounts of payment orders, settlement occurs when settlement is completed pursuant to an agreement or in accordance with rules governing interbank clearing and settlement other than those in the BPK.

Chapter 3
Completion of Credit Transfer and Discharge

Section 9
Completion of a Credit Transfer

9.1 A credit transfer is completed when the destination bank is paid. In an in-house credit transfer, the destination bank is paid when it debits the originator's account in the amount of the payment order. In an interbank credit transfer, the destination bank is paid when the interbank settlement, which includes the sending bank's payment order, is completed.

9.2 Where the receiver has no pre-existing account with the destination bank, or where such account has been closed or blocked for incoming payments, the credit transfer is completed upon payment by the destination bank to the receiver.

Section 10 Payment to the Receiver

10.1 Upon the completion of a credit transfer, the destination bank is indebted to the receiver in the amount of the payment order it received, and shall pay the receiver promptly.

10.2 Payment to the receiver by the destination bank shall be made by crediting the receiver's account not later than the banking day following the completion of the credit transfer. Where such account does not exist or cannot be accurately identified, or where so instructed, the destination bank shall notify the receiver promptly of the availability of funds and pay the receiver as instructed.

10.3 Where the receiver or the receiver's account cannot be accurately identified in the payment order received by the destination bank, the destination bank shall reject the payment order and notify its sender of its rejection.

10.4 Where the destination bank paid the receiver or undertook to pay the receiver prior to being paid, such payment or such undertaking shall be final and irrevocable and the credit transfer is deemed to have been completed, except that each receiving bank may be owed by its sender. The destination bank's undertaking to pay may be given directly to the receiver or be under an interbank agreement.

Section 11 Discharge of Debt Paid by Credit Transfer

Where the credit transfer has been made in payment of a debt owed by the originator to the receiver, and in the amount of the debt, the debt is discharged upon the completion of the payment transaction.

Chapter 4 **Completion of Debit Transfer and Discharge**

Section 12 Completion of a Debit Transfer

12.1 A debit transfer is completed when the destination bank debited the receiver's account as instructed in the payment order it received and did not reverse the debit and reject the payment order until the close of the banking day following the receipt, or within any shorter time for reversing this debit in accordance with the applicable law. Where a payment order instructs the destination bank to debit an identifiable account, the debit transfer is completed on the close of

the banking day that follows receipt of the payment order even before a debit is posted to the receiver's account, provided that the payment order is not properly rejected until that time.

12.2 Until the close of the banking day following receipt of the payment order, the destination bank may reject the payment order and be entitled to a settlement for the amount paid to that sender, by notifying its sender and the originating bank, if these are two separate banks, of its rejection.

12.3 Upon notification of the rejection, each bank sender, other than the originating bank, is under a corresponding obligation to notify its sender, and has a corresponding right, to obtain settlement from that sender. Each bank sender other than the originating bank shall notify its sender of the rejection not later than the banking day following the day it received notice of the rejection.

12.4 Upon notification of the rejection, the originating bank shall promptly, and not later than the following banking day, notify the originator of the rejection, and may reverse any provisional credit previously posted to the originator's account, or otherwise, recover from the originator any payment previously made for the payment order.

12.5 Notwithstanding section 12.2, where rejection of the payment order by the destination bank occurs, the destination bank shall be liable to the receiver for wrongfully dishonoring a payment order, when:

- (a) the destination bank has knowledge of the receiver's authority for the debit transfer;
- (b) the destination bank received accurate identification in the payment order of an existing receiver's account held at the destination bank; and
- (c) there is adequate cover in that account.

Section 13 Payment to the Originator

Upon completion of a debit transfer, the destination bank and each receiving bank that obtained payment from its own receiving bank shall be liable to its sender in the amount of the payment order. Payment to the sender shall be made not later than the banking day following the receipt of its own payment. Upon receiving payment and subject to the reversal of the debit under section 5.3, the originating bank shall be indebted to the originator in the amount of the originator's payment order, and any provisional credit given to the originator shall be final. Before such credit becomes final, the originating bank shall not be required to release funds to the originator, and unless agreed otherwise, any release of funds prior to the completion of the debit transfer is provisional until the completion.

Section 14
Discharge of Debt Paid by Debit Transfer

Where the debit transfer has been made in payment of a debt incurred by the receiver to the originator and in the amount of the debt, the debt is discharged when the originating bank becomes indebted to the originator in the amount of the originator's payment order upon completion of the payment transaction.

Chapter 5
Liability, Damages, and Restitution

Section 15
Liability for Authorized or Authenticated Payment and Cancellation Orders

An individual or legal entity identified as a sender shall be liable for a payment or cancellation order given under its authority, or that has been authenticated by the receiving bank, unless the sender proves that the payment or cancellation order was made without its authorization or in breach of the authentication procedure.

Section 16
Sender's Liability

16.1 Where a credit transfer is completed, a sender shall hold the receiving bank harmless and reimburse such bank for any loss sustained up to the amount of the payment order and, where incurred, reasonable expenses, fees and interest charges.

16.2 In a debit transfer, each sender shall warrant to its receiving bank that its own payment order is authorized, and is in accordance with the authorization of the originator and the receiver, and that each payment order is effective and valid.

Section 17
Originator's Release of Liability in a Credit Transfer

17.1 Where a credit transfer is not completed, the originator shall not be liable to the originating bank and shall be entitled to have its account re-credited for the amount debited in cover for the payment order. The originator shall further be entitled to recover from the originating bank any reasonable expenses, fees and interest charges.

17.2 The originating bank and any intermediary bank that carried out its sender's instructions shall not be liable to its receiving bank, and shall have a corresponding entitlement from the receiving bank and shall be entitled to recover any reasonable interest charges in the event that the credit transfer is not completed.

17.3 The rights under this section shall be irrespective of the existence or the absence of fault on the part of any participant in the payment transaction.

Section 18
Receiving Bank's Liability

18.1 A receiving bank that:

- (a) failed to notify its sender of its rejection of the payment order; or
- (b) was grossly negligent in carrying out or failing to carry out the payment order, shall be liable to the originator, whether the originator was or was not its own sender, but provided that the originator was not negligent, for reasonable expenses, fees and interest charges and additional actual damages, not to exceed the principal amount of the originator's payment order. Where applicable, the sender shall be entitled to a refund of the amount of the payment order under section 17.

18.2 The originator shall be entitled to recover from either the originating bank, which may have been grossly negligent, or any other grossly negligent bank. As between such banks, liability shall be allocated to the grossly negligent bank according to the degree of their respective fault.

Section 19
Erroneous Completion of a Credit Transfer

Where a credit transfer is completed, but not as instructed in the originator's payment order, the following rules apply:

- (a) Where the amount paid to the receiver exceeds the amount of the originator's payment order, each sender is responsible for the amount of its own payment order. Recovery of the amount of such overpayment by the erring bank from the receiver shall be governed in accordance with the law applicable to the place where the destination bank is located;
- (b) Where the amount paid to the receiver is less than the amount of the originator's payment order, the credit transfer is deemed to be completed in the amount paid to the receiver, in which case the erring bank shall pay the difference and, if applicable, is entitled to reimbursement from the originator; and
- (c) Where payment is made to a receiver, other than by the one identified in the originator's payment order, the credit transfer is deemed not to have been completed. Recovery of the amount of payment by the erring bank from the receiver shall be governed in accordance with the law applicable to the place where the destination bank is located.

Section 20
Erroneous Completion of a Debit Transfer

20.1 Where the amount paid by the receiver exceeds the amount of the originator's payment order, the receiver shall be entitled to have its account credited for the difference. The

destination bank and each receiving bank shall be liable to its sender only in the amount of the originator's payment order.

20.2 Where the amount paid by the receiver is less than the amount of the originator's payment order, the receiver shall be liable to the destination bank, and the destination bank and each receiving bank shall be liable to its sender for the difference.

20.3 Where payment is made by a receiver, other than by the one identified in the originator's payment order, the debit transfer is deemed not to have been completed.

Chapter 6 Third-Party Processors

Section 21 Use of a Third-Party Processor

In carrying out any part of a payment transaction, a bank may use a third-party processor. As authorized by the bank, a third-party processor may act on behalf of such bank as:

- (a) a communication facility;
- (b) an interbank clearing facility, which may further transmit interbank settlement information to the BPK;
- (c) a managing or operating facility of bank customers' accounts; and/or
- (d) a sending and/or receiving facility for payment orders sent or received by the bank that may be accessed directly by bank customers for sending and receiving payment orders.

Section 22 Requirements

22.1 A third-party processor shall be a legal entity authorized, supervised and regulated by the BPK to act as a third-party processor.

22.2 A bank may act as a third-party processor on behalf of another bank.

Section 23 Bank Responsibility for Third-Party Processors

Other than between itself and the third-party processor, a bank shall be responsible and liable for any action or omission of a third-party processor acting with its authority on the bank's behalf.

Section 24
Transmittal and Receipt of Payment Orders by Third-Party Processors

24.1 A third-party processor shall reject a payment order sent to it directly by a bank customer, unless:

- (a) the bank authorized its customer to send such payment order; and
- (b) in the case of a credit transfer,
 - (i) the third-party processor acts for the bank as a managing or operating facility of the bank customer's account and there is adequate cover in the bank customer's account; or
 - (ii) the third-party processor obtained authorization to send a payment order from the bank.

The bank customer's payment order acted on by the third-party processor is deemed to be an instruction from the bank customer to its bank and an instruction of that bank to the third-party processor that it is authorized to transmit the payment order to the destination bank.

24.2 Where a bank authorized a third-party processor to act as a receiving facility for payment orders sent to the bank, a payment order received by the third-party processor is deemed to have been received by the bank, acting as the receiving bank.

Chapter 7
Special Provisions concerning Bank Accounts in Payment Transactions

Section 25
Withdrawals and Payments

25.1 Subject to the terms of the agreement, a credit balance, which constitutes adequate cover in an account, may be withdrawn by a customer or paid by a bank pursuant to a payment order.

25.2 Section 25.1 shall not apply where the credit balance in an account has been subject to a garnishment, seizure or a similar creditor process; where the account has been closed, suspended or frozen; and where, in carrying out payment orders, a bank violates the applicable law.

Section 26
Statement of Account

26.1 Other than for passbook accounts, a bank shall provide its customer, at periodical intervals not exceeding a calendar month, a statement of account identifying each credit and debit posted to the account since the last statement and providing for the final account balance.

26.2 For a passbook account, a bank shall facilitate the ongoing update of the passbook. In such updates, each credit or debit posted to the account since the previous update, and the final account balance, shall be recorded. A customer is required to update the passbook regularly.

26.3 A customer shall exercise ordinary care in reviewing its periodical statements and passbook updates and notifies the bank as soon as the customer knows of any discrepancy or contested debit or credit. The bank shall assist the customer in pursuing the investigation on such discrepancy or contested credit or debit, provide all relevant information at its disposal, and, if applicable, make all necessary adjustments and corrections to the account or passbook.

Section 27 Confidentiality

A bank shall be bound by confidentiality and shall not disclose any information concerning the account to anyone except to the customer, unless it is required to do so pursuant to a court order or in accordance with the applicable law or pursuant to the customer's express authorization.

Section 28 Modification

A bank shall not unilaterally modify the terms of the agreement, unless it gives written notice to the customer at least thirty (30) days before the modification shall come into effect. A modification in breach of this provision shall be invalid.

Section 29 Variations

Except as otherwise provided by the present regulation, the rights and obligations of a bank and a customer may not be varied by agreement, unless the agreement increases the rights of a customer.

Section 30 Fair Dealing and Good Faith

30.1 To be binding on the customer, an agreement shall be fair and shall set out the rights and obligations of a bank and a customer in clear and plain language. Legal and technical language shall only be used where necessary.

30.2 A bank and a customer shall exercise their obligations under their agreement in good faith.

Chapter 8
Miscellaneous

Section 31
Implementation

The Special Representative of the Secretary-General may issue administrative directions for the implementation of the present regulation.

Section 32
Applicable Law

The present regulation shall supersede any provision in the applicable law which is inconsistent with it.

Section 33
Entry into Force

The present regulation shall enter into force on 8 October 2001.

Hans Haekkerup
Special Representative of the Secretary-General