Billing Service Agreement for Cooling In Accordance with Executive Council Resolution 6 of 2021, Regulating the Provision of District Cooling Services in Dubai

LOGIC UTILITIES DISTRICT COOLING SERVICES LLC (Holder of Permit # 01-2021, hereinafter the Billing Service Provider) and the Customer (defined below) having entered into this Billing Service Agreement for Cooling (BSA

LOGIC UTILITIES
COOLING YOUR COMMUNITY

1. Definitions

Billing Service – means billing for chilled water consumption and capacity; reading of Energy Meters; maintenance of Energy Meters; receipt and handling of payments for chilled water consumption and capacity; and customer service.

Building – a stand-alone structure comprised of one or more Units

Capacity Charges - means the annual charge in AED per refrigeration-ton of Contracted Capacity which must be approved by the DSCE.

Charges – means fees and charges levied by the Billing Service Provider as approved by the DSCE from time to time.

Common Area – means the parts of the Building designated for common use.

Consumption Charges – means the charge per refrigeration ton-hour, normally given in AED per TRh.

Contracted Capacity– means the maximum contracted cooling capacity to be made available, measured in refrigeration-tons.

Customer - means the person owning and/or residing in the Unit and being the counterparty of the Billing Service Provider with regard to this agreement.

District Cooling Service Provider - means the provider of District Cooling Services.

District Cooling Services - means the supply of chilled water to the Building, for the purpose of providing air-conditioning and the provision of Customer service in accordance with the District Cooling Service Provider's published standards of service.

DSCE – means Dubai Supreme Council of Energy.

Ejari – is tenancy contract register mandated by the Real Estate Regulatory Agency.

Energy Meter – means a meter that meets the specifications set out in RD06, to measure the transfer of energy.

Owner – means owner of the Unit

Party – means the Customer or the Billing Service Provider as the case may be.

Resolution – Executive Council Resolution 6 of 2021, Regulating the Provision of District Cooling Services in the Emirate of Dubai.

RD02 – means the RSB Regulatory Document RD02: Handling Customers in arrears.

RD05 – means the RSB Regulatory Document RD05: Requirements for a Customer Service Charter.

RD06 – means the RSB Regulatory Document RD06: Metering, Billing and Charges, as amended from time to time and published on its website.

RSB – means the Regulatory and Supervisory Bureau for the Electricity and Water Sector in Dubai.

Service Charge – means the annual charges collected from owners to cover the cost of management, operation, maintenance, and repair of jointly owned real property.

TR – means ton of refrigeration

Unit – means a part of a Building, other than the Common Area, that is separately metered and billed in respect of District Cooling Services.

2. Provision of Billing Service

The Billing Service Provider's responsibility shall be limited to the provision of the Billing Service. In particular, the Billing Service Provider shall not be responsible for the physical delivery of District Cooling Services to the Unit.

3. Term

This agreement shall commence on the rental agreement start date (if a tenant), or in accordance with the sale and purchase agreement (if an Owner) and shall continue until it is either lawfully assigned by the Billing Service Provider in accordance with clause 13 hereof or the Customer's obligations are transferred in accordance with clause 7.

4. Billing and Charges

The Customer shall be liable to pay all Charges made in accordance with tariffs approved by DSCE.

All bills issued in accordance with this agreement shall comply with the specifications set out in RD06. If the Customer fails to settle charges on time, the Billing Service Provider reserves the right to suspend services so long as he follows the procedure set out in RD02. Such suspension shall not excuse the Customer from his/her obligation to pay Capacity Charges.

5. Payment/Accountability

The Owner shall be accountable for all Charges when the Unit is not let. The Owner shall remain accountable unless there is a valid rental contract registered with Ejari, making the tenant accountable for such charges.

6. Energy Meter Maintenance

If the Customer considers the Energy Meter is inaccurately measuring supply, he or she may require it to be tested by the Billing Service Provider in accordance with RD06.

If the Billing Service Provider fails to repair or replace an inaccurate Energy Meter within two (2) billing cycles of its accuracy being questioned, he may not include Consumption Charges, estimated or otherwise, in any bill until the Energy Meter is repaired or replaced so that consumption readings can be reliably obtained.

7. Transfer of Agreement

If the Unit is sold by the Owner or vacated by the current Customer without the Billing Service Provider being requested to issue a final bill prior to such event, the Customer shall remain responsible for all Charges up until the date the agreement is transferred to a new Customer. On the expiry of a tenancy agreement, the Customer's obligations under this agreement shall automatically be transferred to the Owner. It shall be the duty of the Billing Service Provider to ensure bills are directed accordingly.

8. Limitation of Liability

The liability of the Billing Service Provider, or any agent working on his behalf, to the Customer for any loss relating to or arising out of any act or omission in his performance under this agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the Customer by the Billing Service Provider for the service(s) or function(s) not performed or improperly performed.

9. Language of Agreement

This agreement and all related correspondence and documents exchanged by the Billing Service Provider and the Customer, shall be construed and interpreted in accordance with the English language. Any disagreement concerning the Arabic text shall be resolved by reference to the English text.

10. Governing Law

This agreement shall be governed by and construed in accordance with the laws and regulations in force from time to time in the Emirate of Dubai, United Arab Emirates.

11. Dispute Resolution

The Billing Service Provider shall promptly resolve any dispute or controversy arising out of this agreement through its complaint handling processes (including the timelines set out therein). Those processes must have been developed in accordance with RD05, approved by the RSB, published on the Billing Service Provider's website and made available to Customers.

12. Modification of Agreement

This agreement may only be supplemented, modified, or amended by mutual agreement of the Parties in writing if such modifications are compliant with relevant legislation in force at the time, including regulations in force pursuant to the Resolution.

13. Assignment

The Billing Service Provider shall have the right to assign this agreement to any other permitted third party without the consent of or prior notification to the Customer. However, the assignee is required to notify the Customer that such assignment has taken place prior to issuing bills. The Customer shall not be entitled to assign this agreement or any part thereof without the prior written consent of the Billing Service Provider.

14. Termination

This agreement shall be terminated when both Parties agree to such termination, or when the Building is no longer furnished with District Cooling Services.

15. Agreement

This is an acknowledgement and undertaking from the Customer that, for the duration of the Term and subject to paragraph of the minimum terms:

a) the Licensed DC Supplier shall be the exclusive supplier of Licensed DC Services to the Customer's Building and/or to the Customer's Unit to which Licensed DC Services are delivered.

b) the Licensed DC Services provided to the Customer shall be used by the Customer exclusively to cool the Customer's Building and/or the Customer's Unit to which Licensed DC Services are delivered.

c) unless agreed by the License DC Supplier, the Customer shall not:

(i) procure any Licensed DC Services for the Building or the Unit from sources other than the Licensed DC Supplier; and

(ii) share or sell to another Customer or transmit off Building or the Unit any Chilled Water purchased from the Licensed DC Supplier.

Customer Declaration
I/We confirm that we have read this Agreement, understand it and agree that: By signing/accepting this Agreement I am / we are entering into an agreement with the Billing Service Provider, which comprises this Agreement (including all documents required to be submitted with this Agreement) and the Terms and Conditions. All information and documentation provided is true and correct.