

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

Tasleem Metering & Payment Collection LLC (Holder of Permit #05-2021, hereinafter the Billing Service Provider) and the Customer (defined below) having entered into this Billing Service Agreement for Cooling (BSA):

Customer (defined below	v) having entere	d into t	this Billing Se	ervice Agreem	ent for C	Cooling (BSA):			
□ Owner		□ Tenant			Date:				
Section 1 – Premise				Community Name					
Type:   Residential	Commercial 🗆	Retail							
Building Name		Street Name/Num		mber	Unit Number				
		·							
					,				
Section 2 – Customer Information									
First Name		Surna	ame		Mobile Phone Number				
Email Address									
Company Information	(if applicable)								
Company Name		Coun	try of Incorp	oration	Trade License Number				
Section 3 – Customer Billing Information – if different from section 1									
Billing Address			□Tick if address is t			the same as in Section 1			
P.O. Box Number		Emirate/Region			Country				
Section 4: Registrati	on Documents	Requ			valid th	roughout the te	rm		
Tenant			Provided Owner					Provided	
Completed & Signed BSA			□ Completed & Signed BSA						
Copy Valid Tenancy Contract				Unit Owners Title Deed or SPA					
Copy of Ejari				Valid Trade License (if a Company)					
Copy of Passport & Emirates ID				Copy of Passport & Emirates ID					
Section 5. Changes	Summently Ann	liaabla	*Dofon	to Annov A f	on ahan	gog annligable	to women	mit	
Section 5: Charges (Capacity charge		псавн	Metering		or char	ges applicable			
(AED/TR/Year)	Consumption Charge (AED/TRh)		(AED/mo		Deposit (AED)		(TR)	ontracted Capacity	
(AED/TR/Teal) Charge (AED/T		IIII) (ALD)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			(111)		
Section 6: Customer	Declaration								
		Agreer	nent. under	stand it. and	agree th	nat:			
I/We confirm that we have read this Agreement, understand it, and agree that:  1. 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) a	and the Terms a	nd Con	nditions.						
<ol><li>All information</li></ol>	on and documer	ntation	provided is	true and co	rrect.				
Customer Signature:				Permit Holder Signature:					
Date:				Date:					



#### 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 airconditioning 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's Regulatory Document RD02: Handling Customers in arrears.

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

**RD06** – means the RSB's 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 the 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.



# **Tariffs and Fees**

Effective from January 2024	Owner/Tenant		
Variable Charges			
Consumption Charge	AED 0.643 per RTh		
Capacity Charge	AED 58.333 per RT		
Fixed Charges			
Monthly Billing Service Charge	AED 35		
Security Deposit - VAT not applicable*			
Residential – Studio	AED 300		
Residential – 1 Bedroom to 2 Bedrooms	AED 1,000		
Residential – 3 Bedrooms to 5 Bedrooms	AED 2,600		
Residential – 6 Bedrooms	AED 3,600		
Administration			
Activation Fee (non-refundable)	AED 200		
Connection Fee	Nil		
Reconnection Fee	AED 100		
Returned Cheque Fee	AED 75		
Default Payment	AED 75		
Reconnection after 3pm business days and after hours	AED 500		
Meter			
Replacement meter due to tampering	AED 4,000		
Unauthorized meter tampering	AED 1,000		