

اتفاقية المستخدم النهائي الخاصة

شركة جاز انترجيت سليوشنز لخدمات تحصيل الرسوم والدفعيات ش.ذ.م.م.

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The Conditions set forth are with respect to the LP Gas supplied by the LP Gas Provider at the address indicated herein. The Customer agrees to the following Terms and Conditions:

تعتلي الشروط الواردة في هذه الاتفاقية بخدمة طاقة التبريد في المقار التي يوفرها مزود خدمة طاقة التبريد في العنوان المشار إليه، ويوافق العميل على الشروط والأحكام الواردة أدناه:

1.0 Definitions

1.1 "Service Provider" means Gas Integrated Solutions Payment Services Provider LLC, the appointed Service Provider for supply and maintenance of LP gas and empowered by Aquacool Metering LLC for purposes of billing and payment collection.

1.2 "Customer" means the natural or legal person set out in this Agreement.

1.3 "Tenant" means the Tenant and/or occupant of the Unit.

1.4 "Owner" means the freeholder of the Unit's title or the holder of long-term leasehold rights.

1.5 "Party" refers to the Service Provider, the Customer, the Tenant, or the Owner.

1.6 "Building Management" person or firm appointed to manage the daily operations of the property.

1.7 "Unit" means for the purpose of this Agreement a defined part of a building, e.g., studio, apartment, villa, bungalow, commercial premises or any similar accommodation at the address described in the Agreement.

1.8 "Consumption" means the cubic meters used during a given period and used to calculate the total consumption bill for the Unit.

1.9 "Consumption Charge" means the quarterly charge to the Customer by the provider for the cubic meters used in the preceding months as measured by the Metering Equipment and calculated at the prevailing Consumption Charge rate.

1.10 "Force Majeure" means any cause affecting the performance of this agreement arising from or attributable to:

1. an act of God;
2. storm, floods or other usually severe weather conditions, earthquakes, natural disasters, explosions or fire;
3. strikes, work stoppages, work slowdowns or other labour actions (other than those involving employees of the Party affected thereby);
4. acts of war (whether declared or undeclared), invasion, acts of terrorism, riot or sabotage;
5. intervention by government / relevant authority; and
6. Change in law.

2.0 Terms and Conditions

2.1 Standard Conditions of Service

This agreement legally binds the under signatory with the Service Provider

2.1.1 The Customer agrees at all times to conform and abide by the Standard Conditions of the Service Provider.

2.1.2 The term of this Agreement will commence on the date the Customer took ownership or possession of the unit, whichever is earlier.

2.1.3 The Customer shall have the right to request, and the Service Provider shall make available, the Conditions of Service current at any particular time.

2.1.4 The Service Provider shall comply with the obligations specified in this Agreement.

2.1.3 The failure of Service Provider to strictly enforce the Conditions of Service or to exercise any right conferred by the Conditions of Service shall not be construed as a waiver or relinquishment of the Service Provider's right to enforce or rely upon such terms or rights in the future.

2.1.4 The Customer acknowledges and accepts that Service Provider shall have the right to adjust its charges, and these charges shall be no more than the published Consumer Price Index (CPI) inflation rate in Dubai.

2.1.5 The Customer acknowledges that the Consumption Charge rate is outside the Service Provider's control and may be adjusted in line with the rates of the LP Gas provided to the building.

2.1.6 Access to the Unit: The Customer will grant safe and unobstructed access to the Unit to any legitimate representative of the Service Provider or any associated company to inspect the meter or any other part of the LP Gas system.

2.2 Charges

2.2.1 Consumption Charge

Service Provider will charge the Customer on a quarterly basis in arrears at the prevailing rate a Consumption Charge per cubic meter of consumption based on actual usage in the Unit.

2.2.2 Other Charges

If the services have been penalized and/or disconnected the Costumer will pay a disconnection, reconnection and penalty charge as per the amount set out in the "Schedule of Fees" for each event or occurrence. The Customer's liability to pay such reconnection charges is without prejudice to any other rights and remedies which the Service Provider may be entitled to exercise.

2.2.3 The Customer understands and agrees that, in certain circumstances, which will be advised separately, the above charges may, at the request of the Building Management, be retrospectively charged to a date specified in that advice.

2.3 Maintenance

Maintenance of LP Gas System is under the scope of work of the Service Provider.

2.4 Invoicing and Payment

2.4.1 The Customer agrees to pay all charges including, but not limited to the Consumption Charges. Please refer to the "Schedule of Fees" for details of applicable charges.

2.4.2 At times, the Service Provider has the right to send invoices to the Customer based on estimated consumptions. The maximum period of estimated invoices shall not exceed 3 (Three) billing cycles.

2.4.3 The Customer shall settle in full the amount invoiced on or before the payment date stated on the quarterly invoice even if an invoiced amount is in dispute or the accuracy of the metering equipment is in dispute.

2.4.4 The provision of provider to a Customer is contingent upon payment of all charges due from the Customer. The payment date for each monthly invoice shall be the date identified as 'due date' on the relevant monthly invoice. Failure by a Customer to settle an invoice within fourteen (14) days of submission of the relevant invoice will result in the Service Provider giving a notice of non-payment to the Customer. After seven (7) days of issuing the notice, a final reminder in the form of a disconnection notice will be sent in case of non-payment.

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2.4.5 The Customer shall pay a late payment charge in accordance with the applicable rate for any delay in payment without reasonable excuse. If such non-payment continues for more than fourteen (14) days after the due date, the Service Provider is entitled to disconnect the supply of LP Gas to the Unit until all amounts owing to the Service Provider are paid in full.

2.4.6 Disconnection

In the event of disconnection of LP Gas, Service Provider shall be entitled to charge a disconnection/reconnection fee as per the "Schedule of Fees" outlined in this Agreement. The Service Provider will suspend LP Gas in the event the request is made by a legal authority, such as: a court order, regulatory supervisory bureau, building owner, or any other authority.

2.4.7 The Customer agrees to pay the Service Provider the costs of collection, as often as any such costs may be incurred, of any amount which may become payable to the Service Provider for LP Gas but which are not paid when due. Such costs shall include, but not be limited to, charges by any collection agency, legal fees, and court costs.

2.4.8 Security Deposits

2.4.8.1 The Customer (both Tenant and Owner) acknowledge and agree to pay an initial refundable deposit. **2.4.8.2** In case the Customer has failed to perform any of their obligations mentioned in this Agreement or failed to pay any overdue amount and/or invoice within fourteen (14) days from the due date, then the Service Provider would be entitled to fulfil such breach or settle the due amount from the above said deposit, subject to the Client's instructions as deemed fit to the Service Provider. The LP Gas services will remain disconnected until the Customer reconstitutes the deposit to its original amount within seven days on receipt of notice from the Service Provider.

2.4.8.3 In case the Customer has failed to reinstate the deposit to its original amount within the said period, Service Provider shall add such required amount to the next monthly invoice. If Service Provider deducts the amount from the deposit in accordance with Paragraph 2.4.8.2 above, and the balance of the deposit is reduced to zero, Service Provider shall only be required to resume LP Gas provision after Customer has:

1. Paid all due amounts, invoices, and fines.
2. Reinstated deposit full amount.
3. Paid the disconnection and reconnection fees

2.5 Transfer of Service

The services covered in this agreement may be transferred only after the Tenant settles all outstanding amounts on the account. When the tenant leaves the unit, the Landlord/Owner will continue to be responsible for LP Gas charges until a new tenant moves into the unit or the unit is transferred to a new owner.

2.6 Limitation of Liability and Indemnity

2.6.1 Service Provider, its officers, directors, employees, affiliates and agents will not be liable for any personal injury, loss or damage to property, or any loss of life arising from the service provided under this contract.

2.6.2 The Customer shall indemnify and hold Service Provider harmless of any claims, damages and losses arising out of – or in connection with – the Customer's failure to comply with the terms of this Agreement. In no event will Service Provider be liable for any direct, indirect, special or consequential losses of any kind including, but not limited to, loss of revenue or anticipated profits.

2.7 Force Majeure

In the case of a Force Majeure, the Party affected shall not be held liable for any failure or delay for the period that such failure or delay is due to causes beyond its reasonable control.

2.8 Termination of Service

If a Unit is sold/leased without the Service Provider issuing a non-objection certificate, the Owner and/or the Tenant will remain responsible for all charges up until the date a new Owner/Tenant registers with the Service Provider and signs a new Agreement.

2.9 Privacy Policy

Subject to applicable laws, the Service Provider promises not to disclose the Customer's information to any other person or entity.

2.10 Certification

Customer warrants that all the information provided herein is true and correct and understands that false and misleading information shall be a cause for termination of this Agreement.

2.11 Compliance with the Laws

The Customer warrants that it shall comply with all applicable laws at all times during the term of this Agreement.

2.12 E-Signature

The Customer and Service Provider acknowledge and agree that the use of an e-signature shall signify acceptance to be bound by the terms of this Agreement as though the Customer or Service Provider had signed an original copy of this Agreement and that such e-signature shall constitute a validly binding Agreement between the Customer and Service Provider.

2.4.5 ينوب على العميل دفع رسوم التأخير وفقاً للسعر الم寐ى في حال كان التأخير في المداد دون سبب و مبرر، وفي حالة الاستمرار في عدم السداد لمدة تزيد على اربعة عشر (14) يوماً من تاريخ الاستحقاق فاق، يحق لمزود الخدمة قطع خدمة غاز التبرول المسلح عن الوحدة حتى يتم سداد كامل المبالغ المستحقة لمزود الخدمة.

2.4.6 قطع الخدمة في حالة عدم خدمة خدمة غاز التبرول المسلح في العقار بحق لمزود الخدمة احتساب رسوم قطع الخدمة/إعادة الخدمة وفقاً "لملحق الرسوم" الخاص بهذه الاتفاقية كما ينوب عن مزود الخدمة بتعليق خدمة غاز التبرول المسلح في العقار بناء على طلب قانونية أي بوج حكم قضائي، أو جهة رقابية أو إشرافية، أو مالك المبني، أو أي سلطة أخرى.

2.4.7 ينوب العميل على سداد تكاليف التحصيل ل مزود الخدمة، الذي مبلغ قد يصبح مستحقاً لمزود الخدمة مقابل خدمات غاز التبرول المسلح للذى لم يتم دفعه في تاريخ الاستحقاق، وتشمل هذه التكاليف على سبيل المثال لا الحصر الرسوم التي تفرضها الجهات القائمة بالتحصيل والرسوم القانونية ورسوم المحكمة.

2.4.8 وديعة التأمين

2.4.8.1 ينوب العميل (المستأجر والملاك) ويوفى على سداد وديعة التأمين بمقدار فيما بعد.

2.4.8.2 في حالة عدم داد العميل لأى من التزاماته بمحوب هذه الاتفاقية أو عدم التزامه بسداد و/أو قيمة الفاتورة خلال اربعية عشر (14) يوماً من تاريخ الاستحقاق، يحق لمزود الخدمة تذكرة هذا الخلاف وحسم المبلغ المستحق من الديمة المكتوبة أعلاه، وذلك وفقاً لتجهيزات العميل على النحو الذي ذكره مزود الخدمة مناسب، ويستمر قطع خدمة غاز التبرول المسلح في العقار حتى ينبع العميل الديمة إلى قيمتها الأصلية خلال سبعة أيام من تاريخ استلام الإنذار المرجوة من مزود الخدمة.

2.4.8.3 في حالة عدم التزام العميل ببادرة الديمة إلى قيمتها الأصلية خلال المدة المحددة، ينوب مزود الخدمة ببادرة المبلغ المطلوب على فاتورة الشهير القادم، وإذا مازرور الخدمة بخصم المبلغ من الديمة وفقاً لفترة رقم 2.

2.4.8.4 أعلاه وتصبح مبلغ الديمة مفتوحاً فإذا ينبع مزود خدمة غاز التبرول المسلح ببادرة الديمة بعد أن ينبع العميل بما:

(ا) سداد كامل المبلغ والفوترة والغرامات المستحقة؛

(ب) رد قيمة الديمة بالكامل؛

(ج) سداد رسوم قطع وإعادة الخدمة.

2.5 نقل ملكية الخدمات

لا يجوز بطل ملكية الخدمات التي تعيدها هذه الاتفاقية إلا بعد أن يقوم المستأجر بتنبيه كافة العلائق المستحقة على الحسابات، وفي حالة تزك الممتلكات الودية، يظل المالك مسؤولاً عن رسوم خدمة غاز التبرول المسلح حتى ينتقل مستأجر جديد إلى الوحدة أو يتم نقل ملكية الوحدة إلى مالك جديد.

2.6 تحديد المسؤولية والتعويض

2.6.1 لا ينبع مزود الخدمة ومسؤوليته وموظفيه والشركات التابعة له وكلاؤه مسؤولية وقع أي اتصالات شخصية أو خسائر أو ضرر في العقار أو وفاته بسبب الخدمة المقدمة بموجب هذا العقد.

2.6.2 ينبع العميل بتعويض مزود الخدمة وإعانته من أي مطالبات وتعويضات و خسائر تنشأ عن أو فيما ينبع بعد عدم التزام العميل بشرط هذه الاتفاقية، ولا ينبع مزود الخدمة في أي حال من الأحوال المسؤولية عن أي خسائر مباشرة أو غير مباشرة أو خامة أو تبعية أيا كان نوعها، بما في ذلك على سبيل المثال لا الحصر، الخسارة في الإيرادات أو الأرباح المتوقعة.

2.7 القوة القاهرة

في حالة حدوث قوة القاهرة، لا يتحمل المطر المتضرر مسؤولية أي فشل أو تأخير خلال الفترة التي حدث فيها ذلك نتيجة لأسباب خارجية عن سيطرته المطلوبة.

2.8 انتهاء الخدمة

في حالة/في تأثيره ينبع مزود الخدمة على شهادة عدم مانعه من مزود الخدمة، يظل المالك و/أو المستأجر مسؤولاً عن سداد كافة الرسوم حتى تاريخ تجريد مالك/مستأجر جديد لدى مزود الخدمة وإبرام اتفاقية جديدة.

2.9 سياسة الخصوصية

ينبع مزود الخدمة بموجب الأحكام السارية بعدم الإصلاح عن المعلومات الخاصة بالعميل لأى شخص أو جهة أخرى.

2.10 إقرار

يقر العميل أن كافة المعلومات الواردة في هذه الاتفاقية صحيحة وسلبية وأنه يفهم أن تقديم معلومات غير صحيحة ومضللة يمكن أن يؤدي إلى إنهاء الاتفاقية.

2.11 الالتزام بالقوانين

ينبع العميل بالالتزام بكافة القوانين السارية في جميع الأوقات أثناء مدة الاتفاقية.

2.12 التوقيع الإلكتروني

ينبع مزود الخدمة على أن استخدام التوقيع الإلكتروني يكون بمثابة قبول للالتزام بالشروط الواردة في هذه الاتفاقية، وكل العميل أو مزود الخدمة قام بالتوقيع فعلياً على أصل الاتفاقية وأن التوقيع الإلكتروني يشكل اتفاقية ملزمة بمحنة بين العميل و مزود الخدمة.

Customer Statement			
I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.			
Customer Name		Customer Name (Co-Signatory)	
Customer Signature		Customer Signature (Co-Signatory)	
Signatory On behalf of Service Provider		 AQUACOOL METERING A SUBSIDIARY OF EMIRATE DISTRIB. LTD. Date: 1	

Gas Integrated Solutions End-User Agreement

Annex 1- Registration Form

Property Details			
Project Name:		Phase/Sector:	
Building Name:		Unit Type:	
Unit No:			
Customer Information			
First Name:		Last Name:	
ID Number:			
ID Type:		ID Expiry Date:	
Tenancy Contract Start Date:		Tenancy Contract End Date: (if applicable)	
Trade License No: (if applicable)		Trade License Expiry Date:: (if applicable)	
Company Name: : (if applicable)			P.O. Box:
Address (Street /Area):			
Emirate:		Landline:	
Mobile (1):		Mobile (2):	
Email Address (1):			
Email Address (2):			
Customer Statement			
I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes. I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.			
Customer Name		Customer Name (co-Signatory)	
Customer Signature		Customer Signature (co-Signatory)	

For documents that should be submitted along with registration and applicable registration fees, service charges, and rates, please refer to relevant annexes below

Gas Integrated Solutions End-User Agreement

Annex 2 – Required Documents and Registration Methods

In order to register with Aquacool and receive LP Gas services, the following documents are required:

- Signed End-User Agreement (hard copy or through our web portal)
- Signed Aquacool registration form (hard copy or through our web portal)

For customers registering with Aquacool as individuals, the customer should sign the above mentioned documents. For corporate customers (companies), the documents should be signed by the authorized representative assigned by the company through a Power of Attorney (POA)

In addition to the above, the following documents are required, depending on the type of customer:

<u>For a Tenant (Individual)</u>	<u>For an Owner (Individual)</u>
<ol style="list-style-type: none"> 1. Tenancy contract OR Ejari certificate 2. Passport copy 3. Visa copy 4. Emirates ID copy 	<ol style="list-style-type: none"> 1. Title deed 2. Passport copy 3. Visa copy 4. Emirates ID copy
<u>For a Tenant (Company)</u>	<u>For an Owner (Company)</u>
<ol style="list-style-type: none"> 1. Tenancy contract OR Ejari certificate 2. Trade license copy 3. Power of attorney 4. Passport copy of authorized signatory 5. Visa copy of authorized signatory 6. Emirates ID copy of authorized signatory 	<ol style="list-style-type: none"> 1. Title deed 2. Trade license copy 3. Power of attorney 4. Passport copy of authorized signatory 5. Visa copy of authorized signatory 6. Emirates ID copy of authorized signatory

There are two ways to register:

1. Online registration: Kindly visit <https://aquacool.me/>; you will be asked to fill in your details, upload the required documents, and pay the registration fees and deposit
2. Manual registration: please fill the provided Registration Form along with the required documents and fees. You may fill the registration forms, sign them, scan them, and email them to our customer Care team at the below email.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me

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Annex 3 – Aquacool Payment Methods

IMPORTANT NOTE:

For cash deposits and bank transfers, please ensure to provide a proof of payment to us via email to allow us to allocate the payment to your account with Aquacool. The proof of payment should clearly show the **Customer's full name, building name, and unit number**.

Failure to send a copy of the payment will cause delays in processing of payment into your account and may result in late fees and/or disconnection of your Gas services.

Please refer to below list of acceptable Payment Methods:

1. Online through Aquacool's web portal

- Visit our Website at <https://aquacool.me> and click on "Log In"
- Log in with your User ID and Password
- On your home screen click on the contract number to view & pay your outstanding
- Balance and proceed with payment.
- If you forgot your password, click on the "forgot password" link to reset your Password.

2. Cash Deposit at ATM or Bank Teller (in Branch)

Cash deposit payment may be done via any DIB Branch /ATM into our DIB Account number **001520223959501** (please refer to the above-mentioned note)

3. Check

Check payable to Gas Integrated Solutions Payment Services Provider LLC may be deposited into our DIB Account # **001520223959501**

4. Bank Transfer

Bank transfer to the below account details. (Please refer to the above-mentioned note)

Bank name: **Dubai Islamic Bank (DIB)**

Beneficiary Name: **Gas Integrated Solutions Payment Services Provider LLC**

Account#: **001520223959501**

IBAN: **AE740240001520223959501**

Swift code: **DUBAEAD**

Branch Name: **Dubai Main Branch**

For any clarifications regarding the above payment methods please contact us.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me

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Annex 4 – Schedule of Fees and Service charges

Charge Description	Fee excluding VAT(AED)	Description
Cylinders	As per the announced prices in the Emirate of Dubai	
Monthly Service Fee (meter reading, billing, collection and meter maintenance)	20	Billing and collection fee paid monthly by each Customer (Owner/Tenant) and retained by Aquacool for services rendered.
Administration Fee (new move-in)	200	A 'one off' account administration fee paid by each Customer upon signing the End-User Agreement for setting up the account.
Disconnection Final bill	150	Disconnection fee on move out customer.
Return Check Fee	100	A fee payable to Aquacool by the Customer in the case of a returned or 'bad cheque' being issued.

Applicable Rates	
Residential Gas Supply	AED 17.50 per m ³ Consumed – Payable quarterly
Commercial Gas Supply	AED 17.50 per m ³ Consumed – Payable monthly
NOTES:	The above rates are subject to 5% VAT The above rates are subject to change based on the landlord's decision or the change of rates charges to the building by the utility providers. The service provider shall notify end-users ahead of any changes.

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Annex 5 – Security Deposit Policy and Details

The Customer (whether Tenant or Owner) acknowledges and agrees to pay an initial refundable deposit to the Service Provider upon signing the Gas Service End User Agreement.

Security deposits are required for the following reasons:

- In the case of non-payment of the bill.
- Final Bill. If there are no amounts owing or outstanding from the Customer at the completion of the contract, and the Customer requests for a Final Bill as per general procedures, the deposit will be refunded to the Customer within 14 days.

The security deposit for each unit will depend on its size, as detailed in the below table:

Unit Type	Suggested Security Deposit amount In AED per unit
Residential	250