

## END USER COOLING SERVICES AGREEMENT

Customer to complete all sections and provide copies of all documentation as required. This cooling agreement shall be known as the "Short Form Agreement"

### Are you an owner or a tenant?

☐ **OWNER** (Please complete all below Sections and sign the Customer Declaration)

☐ **TENANT** (Please complete all below Sections and sign the Customer Declaration)

### 1. Premises Details

Development Name:			
Building Name / No.			
Street Name / No.		Premises Type (tick one)	
Apartment / Villa / Office No.		<input type="checkbox"/> Residential <input type="checkbox"/> Retail <input type="checkbox"/> Commercial	
Unit Area (sq.ft)			

### 2. Customer Information - owner or tenant contract

First (Given) Name:		Family (Last) Name:	
Nationality:		Date of Birth:	dd / mm / yyyy
UAE Identity Card No.:		Expiry Date:	dd / mm / yyyy
Passport No.:		Expiry Date:	dd / mm / yyyy
Company Name (if owner / tenant is a company):			
Country of Incorporation (Company's):		Trade Licence No.	
		Trade Licence Expiry Date:	dd / mm / yyyy
Primary Mobile:		Secondary Mobile:	
Email Address:			

### 3. Customer Billing Information

Billing Address:	Tick if same as in 1. Premises Details <input type="checkbox"/>		
P.O. Box No.		Emirate/State:	
Country:		Delivery of Invoice (tick one)	<input type="checkbox"/> Email

### 4. Payment Mode and Charges

Payment Method:	Quickpay-online or bank transfer Details of how to pay will be explicitly stated on your invoice
Charges:	Details of Charges provided in Schedule 1

### 5. Documents Required

i) Proof of Ownership (Title Deed)/ Registered Tenancy Contract (Tawtheeq); (ii) Copies of Passport, Resident Visa and Emirates ID; (iii) Valid Trade Licence (**for companies**); and (iv) signatory authority letter / power of attorney (**for companies**), (v) Proof of Security Deposit Payment

### Customer Declaration

I / We confirm and agree that:

- By signing this Short Form Agreement and / or paying the security deposit I am / we are entering into an Agreement with [ ] (a limited liability company duly incorporated and existing under the laws of Emirate of Abu Dhabi, UAE with its registered office at [ ]) (hereinafter, the "Service Provider"), which comprises this Short Form Agreement (including all documents required to be submitted with this Short Form Agreement), the Terms and Conditions for the Supply of Cooling Services and the Schedule 1, as may be amended by the Service Provider at its sole discretion from time to time (the "Terms and Conditions");
- All information and documentation that I / we have provided in this Short Form Agreement and/or submitted with it, is true and correct;
- I/we will pay the security deposit, and all Charges associated with the supply of Cooling Services (as those terms are defined in the Terms and Conditions and provided in Schedule 1); and
- I/we have carefully read, understood and agree to be bound by the Terms and Conditions and Schedule 1 in effect on the date of the Short Form Agreement, as may be amended by the Service Provider, at its sole discretion, from time to time, in accordance with those Terms and Conditions.
- I / we accept that the Service Provider may use a third-party company to provide billing and collections services.

Customer Signature:

Date:

Company -  
Name of Authorized  
Signatory:

**Service Provider to complete: Customer Identifier and Other Information**

Customer ID.

Account Name:			
Meter No.		Handover / Tenancy Start Date:	
Meter Reading:		Received by:	
Deposit Amount (AED):		Receipt No.	
Owner/Leasing Property Management:	<input type="checkbox"/> Owner Managed <input type="checkbox"/> Other; (please specify):		
Signed and stamped by Service Provider:		Date:	

**Terms and Conditions for the Supply of Cooling Services****1 Definitions**

**Agreement** means the agreement between you and us for the provision of Cooling Services comprising the Short Form Agreement, these Terms and Conditions and Schedule 1;

**Annual Escalation Rate** means the increase in the UAE Consumer Price Index (as issued by Federal Competitiveness and Statistics Authority) applicable to the immediately preceding year, expressed as a decimal fraction.

**British Thermal Unit ("BTU")** means the measurement of the energy content used in the chilled water system;

**Capacity Charge** means the charge levied by the Services Provider for providing connectivity to the Cooling Services which shall be calculated on the basis of the cooling capacity in RT for Premises multiplied by the prevailing Capacity Charge rate (AED/sq. ft.) applicable in relevant calendar year, and the Capacity Charge rate shall be subject to increase each calendar year as per the Annual Escalation Rate;

**Consumption Charge** means the monthly charge to the Customer for the Ton Hours (TR-Hrs) consumed by the Customer in the preceding month as measured by the Meter and calculated at the prevailing consumption rate (AED/RTH), and the consumption rate shall be increased or decreased whenever there is an increase or decrease in Abu Dhabi Distribution Company utility rates of water and electricity.

**Connection Fee** means the connection fee for connecting the Cooling Services to Premises as provided in Schedule 1 below;

**Charges** means our current standard tariffs and charges for the provision of Cooling Services, as provided in and amended by us from time to time in accordance with this Agreement and may include (without limitation): Connection Fee; Consumption Charge; Capacity Charge; and Reconnection Charge.

**Cooling Services** means the provision by us of chilled water and ancillary services for the purposes of air conditioning.

**Equipment** means any equipment owned or operated by us and used to supply you with Cooling Services, including any and all network equipment, metering equipment, sensors, controls, heat exchangers, pipes, gauges, supports, valves, and cabinet box and door containing the equipment.

**Event Beyond Control** means an event or circumstance that is beyond our control and includes (but is not limited to) natural disasters, damage or destruction of any property, death or injury of any person which affects Cooling Services, strikes, fires, utility supply failure, network failure or failure of third party assets or equipment or immediate or partial shutdown of Cooling Service due to for compliance with any law, regulations or legal requirements.

**Fuel Sur-Charge** means charges by a utility provider to adjust the electricity and water tariff for all DCP customers.

**Heat Loss** means the net decrease in BTUs within a given space by heat transmission through spaces around windows, doors, etc.

**Invoice** means the monthly or quarterly bill sent by the Service Provider to the Customer reflecting the amount and the Charges the Customer needs to pay for Cooling Services.

**Master Cooling Services Agreement** means the agreement for the provision of bulk cooling services agreement signed between Aquacool Metering LLC and DARWISH BIN AHMED & SONS COMPANY LLC being the developer of the Premises ("Developer") dated 17/06/2021 as amended from time to time.

**Meter** means the metering equipment installed at any time at your Premises to measure the quantity of Cooling Services we supply to you in BTUs.

**Meter Administration Fee** means the fee for administration of Meters (i.e. reading, validation, billing and customer service) as well as the receipt and handling of payments of the Service Provider under this Agreement.

**Meter Maintenance Fee** means the fee for monitoring and servicing of the Meters. An additional hardware fee may be charged if a Meter needs to be replaced.

**Premises** means your premises (whether as owner or tenant, as the case may be) where you receive Cooling Services.

**Schedule 1** means the Schedule 1 attached to this Agreement which provided details of relevant charges.

**Short Form Agreement** means the short form agreement completed and signed by you (including your declaration agreeing to be bound by these Terms and Conditions, as amended from time to time), together with all documents you must submit with it, to establish an account with us.

**RT** means ton(s) of refrigeration.

**RT-HR** means energy consumed measured in ton hours being 12,000BTU's.

**Taxes** means any tax, charge, impost, tariff, duty or fee of any kind now or at any time in the future charged, imposed or levied, directly or indirectly, by a Governmental instrumentality including any zakat, value added tax, sales tax, notarisational fees, stamp duty, import duty, withholding tax (whether on income, dividends, commission payments, fees, equipment, rentals or otherwise), tax on foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or license, water tax or environmental, energy or fuel tax, including any commission, penalties or additions thereon.

**Terms and Conditions** means these terms and conditions for the provision of Cooling Services, which form part of the Agreement.

## Terms and Conditions for the Supply of Cooling Services

### 2 Cooling Services

Service Provider (hereinafter also referred to as “we” or “us”) will provide Cooling Services to your Premises and you (the “Customer”) are responsible for paying for the Cooling Services in accordance with the Terms and Conditions and the Charges (as provided for in Schedule 1), both as may be amended from time to time with advance notice of at least thirty (30) days of any charge amendments sent to your registered email address.

### 3 Term

Subject to Clauses 17 and 18, the term of the Agreement will commence on the date on which Customer and the Service Provider signs the Agreement, as set out in the Short Form Agreement and will continue to endure, unless terminated earlier by us in accordance with these Terms and Conditions, or upon us providing you with at least one (1) years’ prior notice of termination. If any applicable Master Cooling Services Agreement is terminated for any reason, we may terminate this Agreement with effect from the effective date of such termination.

### 4 Security Deposit and Refund

You are required to pay a security deposit prior to the commencement of the Agreement or as otherwise required by us. The amount of security deposit required for each type of premises is set out in Schedule 1 and may be increased by us in accordance with Clause 9 or if there is an increase in Charges set out in clause 5 and the Schedule 1, and Customer shall be required to pay additional deposit(s). We may use the security deposit to recover any amount owing or outstanding from you at any time. We will repay your security deposit, or the balance remaining, to you at the end of the Term or, as applicable, upon transfer or release in accordance with Clause 17 and/or Clause 18 (without interest) either by crediting it to your final bill or by refund within thirty (30) days of the payment of your final Invoice. The Security Deposit Refund will be made to the registered Bank Account or by the Account designated by the user.

### 5 Provision of Cooling Services

- We will use reasonable endeavours to ensure a continuous supply of Cooling Services to your Premises. There are times when we may determine it necessary to interrupt the supply of Cooling Services to your Premises (for example, because of an Event Beyond Control).
- If there is a schedule to interrupt your supply, we will give you at least two (2) days’ notice before we do. However, if your supply is interrupted in any other circumstance, we will endeavour to give you notice of the interruption as soon as reasonably practicable. If there are medical or health reasons that you may be concerned about relating to loss of service, please make best efforts to contact us.
- Email and SMS Notifications and Reminders will be sent in the event of non or delayed payment of charges to the contact details registered. We will make reasonable efforts to contact you prior to disconnection and issuance of a Final Reminder and Disconnection letter if charges are unsettled.

### 6 Charges and Payment

- Service Provider will charge you, the Customer, for all Cooling Services that we supply to the Premises. Our Charges are based on the prevailing rates we charge our customers for the provision of Cooling Services, which are subject to change from time to time, at our discretion and/or when there is a change in our cost of providing Cooling Services to you. Charges will be according to readings of your Meter or based on our estimates if we are unable to conduct a Meter reading. Details of our Charges are available at Schedule 1 payable by the Customer as well as the following charges:
  - Connection Fee:** This fee shall be paid by the first and any future Owner upon signing a cooling services end user agreement with the Service Provider as set out in Schedule 1 of this Agreement.
  - Account Registration Fee / Transfer Fee:** This fee shall be paid by the Customer upon signing this Agreement as set out in as set out in Schedule 1 of this Agreement.
  - Meter Administration Fee and Meter Maintenance Fee:** These fees shall be paid by the Customer monthly as set out in Schedule 1. The Service Provider will notify any changes four (4) weeks in advance.
  - Late Payment Fee:** This fee shall be paid by the Customer in case of clause 5(i) hereof and as set out in Schedule 1 of this Agreement.
  - Reconnection Fee:** This fee shall be paid by the Customer as set out in Schedule 1 of this Agreement in case of reconnecting the service after disconnection due to non-payment.
  - Changes in Cost:** The Service Provider shall be entitled to pass on to the Customer all costs and expenses incurred by the Service Provider in complying with any relative changes in law or any regulations. Any changes in charges will be communicated to your registered email address at least thirty (30) days in advance of taking effect.
  - Meter Inspection Fee:** If a Meter inspection is requested by the end user and the Meter is found to be faulty, the Service Provider shall bear the costs for inspection. If the Meter is found to be in working order, the costs of the inspection shall be paid by the Customer and be added to the next month’s Invoice.
- We will charge you Capacity Charge quarterly in advance.** This is a fixed Charge that is based on the cooling capacity (in RT) allocated to your Premises, irrespective of the amount of Cooling Services you actually use and even if you obtain cooling services from another source. The Capacity Charge rate may be increased each year as per the Annual Escalation Rate and in compliance with procedures approved by the Department of Energy. Any changes will be communicated to your registered email address at least 30 days before taking effect.
- We will charge you Consumption Charge.** This is based on the consumption of cooling capacity (in RT) by you.
- You will be charged for Cooling Services on a monthly basis in accordance with the Charges. The provision of Cooling Services is conditional on the payment of the Charges.
- You will receive an Invoice reflecting amongst others, the monthly Consumption Charge, the Capacity Charge, Meter Administration Fee, Meter Maintenance Fee and any other applicable fees and Charges. This will be sent to your registered Email. Should you wish to change this or require additional copies, please contact us.
- You must pay the Invoice in full by the due date specified in the Invoice, even if the amount of your bill or the accuracy of your Meter is disputed, however disconnection will not occur during dispute resolution. Following the resolution of any dispute, the amounts due or owing will be adjusted on your next Invoice.
- In case of pre-payment mode, the Customer shall pay the annual pre-payment as set out in Schedule 1 of this Agreement upon the Customer signing this Agreement for amounts to be billed during the initial twelve (12) month period and annually thereafter in advance upon receipt of a pre-payment notification for the next twelve (12) month period. If, however, it becomes obvious at any time within a twelve (12) month period that the billed amounts will exceed the amount of the annual pre-payment, we shall have the right to request a further pre-payment for the remainder of the twelve (12) month period.
- You can find the latest information on how to pay your outstanding amount on the Invoice and on our FAQ page on our website, under ‘Bills and Payments’. If your Invoice has not arrived when you think it should, you must contact us.
- You must pay our costs of collection, as often as such costs are incurred, of any amounts you owe us which are not paid when due. Such costs shall include, but not be limited to, fees charged by a collection agency, attorney’s fees, court costs and any bank fees we incur as a result of a dishonoured payment.
- If you do not pay us what you owe on time you risk your Cooling Services being disconnected.
- If you are the owner of the Premises, upon your request we will contract directly with your tenant(s) or occupier(s). However, as owner of the Premises, an account will remain in your name and you will remain responsible for the payment of all amounts due in the event your tenant(s) or occupier(s) do not pay us any amounts due. If at the end of the Term the final Invoice is to be sent to your tenant(s) or occupier(s), then upon the payment of that final Invoice we will refund your security deposit, or the balance remaining, to you.
- In the event of delayed payment, the Customer shall be immediately notified, and a late payment fee shall apply as set out in Schedule 1 of this Agreement and clause 5(a)(iv) hereof. Should the Customer not settle all outstanding payments after having been notified:
  - The first notice shall be issued to the Customer within five (5) days of invoice due date;
  - A second notice shall be sent after fifteen (15) days of the invoice due date which shall also identify the disconnection process;
  - A final notice shall be sent after twenty two (22) days of the invoice due date, identifying the disconnection process and giving notice that services may be disconnected within forty eight (48) hours if the Invoice remains unpaid;
- Prior to reconnection, all outstanding payments need to be settled in full plus payment of associated reconnection fees set out in Schedule 1 of this Agreement. Reconnection after receipt of all outstanding payments will be conducted within twenty four (24) hours.
- Any Charges, amount or value paid or given for Cooling Services under or in connection with this Agreement is to be treated as exclusive of value added tax and any other Taxes. The Customer shall be responsible to pay the value added taxes and any other Taxes in addition to the Charges.

### 7 Customer responsibilities

You are responsible for:

- ensuring we have safe access at all times to your Premises in accordance with Clause 12;
- paying your bill as per the Invoice on time;
- complying with all applicable laws relating to you and your supply of Cooling Services;
- maintaining your equipment at the Premises, necessary for the receipt of Cooling Services, in good order and repair;

- ensuring at all times your Premises has the necessary power supply and utility infrastructure in good working order necessary to receive the Cooling Services and to power the Meter;
- informing us of any changes to your account information or contract details;
- informing us without delay if you move out of or sell your Premises;
- promptly providing us with any required information we may ask you for to clarify Account, Contact or other Details, relating to your Chilled Water Services. Failure to do so may result in delays with our response or action.
- informing us if you have not received an Invoice from us for over a month or if you think there is a mistake on your Invoice; and
- if you are the owner of the Premises and someone else lives in, rents, uses or occupies your Premises, ensuring your tenant(s) or occupier(s) complies with all applicable provisions of these Terms and Conditions, including in particular this Clause 6 and Clause 7.

### 8 Customer restrictions

You must not:

- tamper with our Meter or Equipment;
- take, or allow any person to take, Cooling Services illegally from our network;
- use, or allow any person to use, Cooling Services in any way that affects the supply of Cooling Services to any other person or causes loss to us or damage to our Meter or Equipment;
- interfere, or allow any person to interfere, with your supply of Cooling Services or the supply to any other person, including disconnecting supply to another person or re-connecting supply which we have disconnected;
- use the chilled water we supply for any other purpose;
- transfer your Agreement to another person other than in accordance with Clause 17 of these Terms and Conditions without our consent; or
- if you are the owner of the Premises, separately charge your tenant(s) or occupier(s) for any Cooling Services or chilled water they use.

### 9 When we can disconnect

We may disconnect the supply of Cooling Services to you if:

- you fail to pay any of the Charges as set out in these Terms and Conditions or the Schedule 1 or any other amounts in the time as stipulated in the relevant Invoice;
- your failure to comply with clause 5 hereof;
- on two (2) occasions in a row we are denied or cannot get access to your Premises or our Equipment or Meter;
- we have a reasonable belief that you or your tenant(s) or occupier(s) have tampered with our Meter or Equipment;
- we have a reasonable belief that at any time you have given us essential information you know is wrong or misleading in relation to your account or the Agreement;
- you have otherwise breached these Terms and Conditions;
- we need to protect your health and safety, or the health and safety of our representatives or the general public or prevent damage to any property;
- we are required to by an order or direction given by a competent authority or by law;

If we disconnect your Premises, your Premises will remain disconnected until we are reasonably satisfied that the breach or cause of disconnection has been remedied and all amounts due and owing have been paid. If we agree to reconnect your Premises, we shall be entitled to charge you a reconnection fee.

### 10 If you breach these Terms and Conditions

If you breach these Terms and Conditions, we may do any or all of the following things:

- suspend and/or disconnect your supply of Cooling Services;
  - terminate this Agreement without liability;
  - increase the amount of your security deposit; and
  - claim payment from you for any damage, liability or loss you cause us which shall be settled against the Customer’s security deposit. Thereafter, you shall be required to replenish the amount of security deposit to the amount as provided for in Schedule 1 or as increased pursuant to these Terms and Conditions.
- Without limiting our rights, if we become liable to any third party as a result of a breach by you, you must repay us for the full amount of any liability and costs we incur.

### 11 Supply through third party

There are times when we may supply Cooling Services to you through third party assets or equipment. For example, if your Premises are in a high rise building, we may use the building owner’s assets to supply to you. If we need to use third party assets to supply you, we will not be liable for any loss or damage you or your tenant(s) or occupier(s) suffer as a result of any fault or problem in or connected with those assets which interrupts our supply to you.

### 12 Metering

- We will install a Meter on your Premises (unless already installed) to measure the quantity of Cooling Services we supply to you.
- The Owner shall pay for a replacement Meter when the existing meter is determined and inspected to be faulty as a consequence of tampering or other action pursuant to clause 7. The Service Provider shall pay the cost for a replacement Meter when the existing meter is determined and inspected to be faulty. Damage occurring during meter inspection or repair by the Service Provider or their representative (not 3<sup>rd</sup> parties) that renders the meter non-functional will be replaced free of cost.
- You must inform us if you believe your Meter is not working properly and we will test the Meter. If our test shows the Meter has understated or overstated the correct amount of RT-HRs by more than five percent (5%), we will bear the cost of the test and will repair the Meter at our own expense. In all other cases, you will bear the cost of the test. We will make adjustments to your next bill for any underpayment or overpayment if you due to a defective Meter, solely based on our reasonable estimates of your consumption. If the Meter is removed for maintenance, repair or inspection, consumption shall be calculated in accordance with this clause 11 hereof.

### 13 Access to your Premises

You hereby grant to us, and you must ensure that we have, safe access to your Premises to:

- install, read, test, service or replace your Meter;
- restore or protect our supply of Cooling Services to you or others;
- protect or prevent danger or damage to people or property;
- upgrade, repair, maintain, test or protect our Equipment; or
- suspend and/or disconnect the supply of Cooling Services, including due to an event listed in Clause 8 of these Terms and Conditions.

### 14 Events Beyond Control

- If we are unable to perform any obligations under these Terms and Conditions because of an Event Beyond Control then our obligations will be put on hold without liability until the Event Beyond Control is over. We will make reasonable efforts to put an end to any Event Beyond Control as soon as possible.
- If we are prevented from performing our obligations under these Terms and Conditions due to an Event Beyond Control for continuous period of one hundred and eighty (180) days, then we shall be entitled to terminate this Agreement without liability.

### 15 Complaints or disputes

If you have a complaint or dispute about any matter relating to this Agreement, your account or the service we provide to you, you may make a complaint using the contact details provided in Section 23 of this Agreement. Complaints will be registered and you will be provided with a complaint number (OTI-XXX) and responded to within seven (7) days of complaint initiation. Should mediation or the complaint response be deemed unsatisfactory, you may escalate to the Department of Energy by contacting them at: customercare@doe.gov.ae

### 16 Liability

- Neither we nor our representatives will be liable to you or any third party for any personal injury (including loss of life) or damage to property, whether or not arising from or incidental to our supply of Cooling Services (including but not limited to any supply interruptions) or any act or omission of any of our representatives.
- We will not be liable to you for any loss or damage caused by an Event Beyond Control.
- If we fail to supply Cooling Services to you in accordance with these Terms and Conditions, due solely to an act or omission by any of our representatives, then our maximum liability will be to adjust the applicable Capacity Charge, based on the period and the extent to which the supply of Cooling Services was affected, as determined by us.
- We will not be liable to you for any direct, consequential, incidental or indirect loss including without limitation loss of revenue, loss of profit, loss of customers, loss of goodwill or loss of business opportunity or any punitive or exemplary damages, whether based on contract, negligence, tort or otherwise.

- (e) Notwithstanding any other provision of these Terms and Conditions, any liability imposed on us shall be reduced by the amount of any insurance recovery you receive, obtain or are entitled to.
- (f) The Customer shall indemnify and hold the Service Provider harmless of any claims, actions, costs, damages and losses arising out of or in connection with the Customer's act, omission or failure to comply with the terms of this Agreement.

**17 Changes to these Terms and Conditions**

We may make changes to these Terms and Conditions (including increasing or decreasing any Charges) from time to time. We will give you at least fifteen (15) days prior notice of any changes to these Terms and Conditions (including any Charges). We may give you notice in a number of ways, including a printed notice on your invoice, public notice in a local newspaper, SMS, email or telephone. The above notice period may not apply if we are required to make urgent changes to these Terms and Conditions by law or as a result of an emergency. Any handwritten amendments to these terms and conditions made by you and/or us shall not be valid.

**18 Transfer of Agreement (by owner)**

If you are the owner, the Agreement may be transferred / novated upon the sale of the Premises by:

- (a) you and a new owner signing a Cooling Services Transfer Certificate and/or an end user cooling services agreement in the form to be provided by us; and
- (b) our signing of the Cooling Services Transfer Certificate and/or an end user cooling services agreement, which is conditional on our approval of the new owner, the payment of all outstanding amounts due.

The Cooling Services Transfer Certificate ensures the proper assumption of your rights and obligations under the Agreement by a new owner acceptable to us. If the Premises are sold without all of the above requirements being satisfied, you will remain responsible for all Charges and associated costs up until the date all such requirements are satisfied.

**19 Vacation of Premises by Tenant**

If you are a tenant or occupier but not an owner and you are vacating the Premises, you may be released from your obligations under the Agreement by:

- (a) providing us with not less than thirty (30) days' notice of the date on which you will vacate the Premises. You may provide us with the required notice either by completing the relevant form and procedures that shall be provided by us. If you provide us with less than thirty (30) days' notice, you will still remain liable for payment of the Charges for the full thirty (30) day period;
- (b) All documents are available under the 'Download' Section of the website. Specifically the 'Account Closure Form' or by contacting us at 600560136
- (c) paying all outstanding amounts due.

If you vacate the Premises without all of the above requirements being satisfied, you will remain responsible for all Charges and associated costs up until the date all such requirements are satisfied.

**20 Novation of Agreement**

You hereby agree and acknowledge that we, the Service Provider, may assign, novate or otherwise transfer this Agreement, including but not limited to all or any of our rights or obligations under this Agreement, to another provider of Cooling Services to your Premises and in the event of such assignment, novation or transfer you will be obliged to execute the necessary form of assignment, novation or transfer agreement and related documents presented to you, to effect the same, without delay.

**21 Governing law, jurisdiction and disclaimer of warranties**

- (a) The Agreement shall be governed by and construed in accordance with the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi and the laws of the Emirate of Abu Dhabi. The Abu Dhabi courts shall have non-exclusive jurisdiction to hear and determine any dispute arising hereunder.
- (b) Except as set out in these Terms and Conditions, we disclaim and you waive all representations and warranties, express or implied, including any warranty of merchantability or fitness for a particular use. In particular, we do not warrant the uninterrupted supply of Cooling Services to you.

**22 Contact Us**

Should you wish to contact us, please find our information detailed below:

**Customer Support:** For assistance with payments, billing inquiry, access to portal, change of address / contact detail notifications, contact the 24/7 Contact Center at 600560136

**International: +971600560136**

**Email:**

**customer@aquacool.me**

Visit our website for FAQ and more at [www.aquacool.me](http://www.aquacool.me)

## SCHEDULE 1 CHARGES

CHARGES UPON SIGNING OF THE AGREEMENT	RATE (AED) (Exclusive of VAT and other Taxes)
ACCOUNT REGISTRATION FEE / TRANSFER FEE (TENANT ONLY)	AED 250
CONNECTION FEE (OWNERS ONLY)	AED 250
REFUNDABLE SECURITY DEPOSITS	The amount of the Refundable Security Deposit shall be the greater of: (a) AED 1,000; or (b) an amount equal to the one (1) month average (calculated by reference to the last twelve (12) months' invoices) of the aggregate Capacity Charge Rate payable by customers in the same concession area.
ANNUAL PRE-PAYMENT FOR BILLED AMOUNTS (IN CASE OF PRE-PAYMENT MODE)	Residential Apartments
	Villa
	Commercial
	Retail
OTHER CHARGES	RATE (AED) (Exclusive of VAT and other Taxes)
CONSUMPTION RATE (DISTRICT COOLING)	Rate as advised by Service Provider. Consumption Rate shall be increased or decreased whenever there is an increase or decrease in Abu Dhabi Distribution Company utility rates of water and electricity.  The consumption rate for the calendar year 2025 is AED 0.3381 per RTH.
METER ADMINISTRATION FEE (MONTHLY PAID BY END USER)	AED 25
METER REPLACEMENT FEE IN CASE OF TAMPERING UNIT OCCUPANT	AED 949
CAPACITY CHARGE RATE (OWNERS ONLY)	Capacity Charge shall be payable on a quarterly basis in advance. Capacity Charge rate shall always be subject to increase for each calendar year as per Annual Escalation Rate.  The Capacity Charge rate for the calendar year 2025 is AED 900 per RT per year.
LATE PAYMENT FEE	AED 50
FUEL SUR-CHARGE	As invoiced, if applicable
HEAT LOSS	As invoiced, if applicable
RECONNECTION FEE	AED 1000 (if disconnected due to non-payment)
RETURNED CHEQUE FEE	AED 100
STATEMENT OF ACCOUNT	Free of charge
FINAL BILL FEE (Move out)	AED 100 (before moving out)
ANNUAL INCREASE	Capacity Charge will be escalated every year based on the service provider.



## **Aquacool End-User Agreement**

### **Annex 1 – Aquacool Payment Methods**

#### **IMPORTANT NOTE:**

For cash deposits and bank transfers, please ensure to provide a proof of payment to us via email [payments@aquacool.me](mailto:payments@aquacool.me) 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 cooling 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 ENBD Branch /ATM into our ENBD Account number **1015698228201** (please refer to the above mentioned note)

#### **3. Check**

Check payable to Aquacool Metering LLC may be deposited into our ENBD Account # **1015698228201**

#### **4. Bank Transfer**

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

Bank name: **Emirates NBD**

Beneficiary Name: **Aquacool Metering LLC**

Account#: **1015698228201**

IBAN: **AE400260001015698228201**

Branch Name: **Deira**

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

#### **Aquacool Contact Details:**

Call center: 600-560-136

E-mail: [customercare@aquacool.me](mailto:customercare@aquacool.me)