

- 9.5.15 Reason for Termination: Events like insolvency close of businesses, winding up, court order and lender enforcement of asset security.
- 9.5.16 Default Termination: Material breach by customer and failure to remedy within 60 days notice.
- 9.5.17 Effects of Termination: DWC-DuServe right, stop providing DCS to site, cease all work and retain ownership of plant and equipment, sell land etc.
- 9.5.18 What if MD / BO terminate contracts earlier? 1) Such as, during design, procurement etc, for which 2 years demand charge for the contracted load demand with any other cost to be incurred on MD / BO. 2) After design, construction, etc.
- 9.5.19 Confidentiality: Both parties need to protect confidential information which is exchanged between them in course of performing obligations under the agreement, i.e.: designs, technical data, trademark, financial data, legal documents etc.
- 9.5.20 Improper Payment by MD or BO, will lead DWC-DuServe right to stop providing DCS under conditions of contract agreement, with a notice period.
- 9.5.21 Miscellaneous Provisions: Dispute Resolution – choosing an efficient and neutral forum to resolve disputes within DWC-DuServe authority or by Dubai Chamber of Commerce and Industry.
- 9.5.22 DWC-DuServe Obligation 1) To construct, commission, own, operate and maintain DC Plant, CHW piping network and primary side ETS installation up to agreed building load demand. 2) DCS as per agreement between DWC-DuServe and the customer (MD / BO) 3) Additional redundancy, standard care and all reasonable efforts for continuous supply of District Cooling Services.
- 9.5.23 DCS Contract: The contract shall be up to 25 yrs, extendable there off on both DC provider regulation that could be revised for other reasons such increased in utility, operation and maintenance cost or any other charges etc. The contract can be extendable for another 25 yrs time period mutually agreeing on DC regulations.
- 9.5.24 The Purchaser / DCS subscriber acknowledges and understands that the Seller / DWC- DuServe may identify and approve of a particular district cooling plant, company or operator to provide cooling services exclusively to the Master Community and the Purchaser agrees to acquire chilled water for the purposes of air-conditioning for the Building(s) only from such DWC-DuServe approved district cooling plant, company or operator serving the Master Community and shall in a timely manner enter into an exclusive supply agreement with the said district cooling plant, company or operator. The Purchaser shall be responsible to pay for chilled water consumption and connection charges and other applicable tariffs from date of chilled water connection readiness, (irrespective of customer consumption) calculated at the district cooling plant service provider applicable tariff.
- 9.6 Mess and Kitchen Construction
- 9.6.1 A mess and kitchen if required shall be constructed of fire resisting materials.
- 9.6.2 Floors and walls shall be impervious to moisture and capable of being cleaned by washing down.
- 9.6.3 Walls to be tiled to a height of min 2m above floor level with ceramic tiles.
- 9.6.4 Drains to incorporate grease and food particle traps and interceptors.
- 9.6.5 Working surfaces for preparation of food are to be of stainless steel or other approved impervious material to facilitate cleaning and maintenance of hygienic conditions.
- 9.6.6 Mechanical extraction with exhaust hoods and fans to all areas with cooking taking place i.e. stoves, gas ranges and ovens tandoors etc.
- 9.6.7 Kitchens shall be fitted with the recommended fire protection system in accordance with the latest NFPA 96 requirements. Kitchen hoods shall be provided with an approved and certified automatic fire protection system fitted to the hood.