



COOLING (BILLING & COLLECTION) AGREEMENT FOR AL FORSAN REAL ESTATE

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

1. Premises Details

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

2. Tenant Billing Information

First (Given) Name:		Family (Last) Name:	
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 <input type="checkbox"/> P.O. Box		
Telephone No. (Work):		Telephone No. (Residence):	
Primary Mobile:		Secondary Mobile:	
Email Address:			

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 Tasleem Metering and Payment Collection Owned By Central Utilities & Metering Energy Investment – Sole Proprietorship LLC ("Tasleem"), which comprises this Short Form Agreement (including all documents required to be submitted with this Short Form Agreement) and the Terms and Conditions, as displayed on Tasleem's website and as may be amended by Tasleem 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
- I/We have read and understood and agree to be bound by the Terms and Conditions in effect on the date of the Agreement, as may be amended by Tasleem, at its sole discretion, from time to time, in accordance with those Terms and Conditions.

Customer Signature:

Company -
Name of Authorized
Signatory:

Date:

(Tasleem to complete): Customer Identifier and Other Information

Customer No.			
Meter No.			
Deposit Amount (AED):		Receipt No.	
Owner/Leasing Property Management:	<input type="checkbox"/> Owner Managed <input type="checkbox"/> Other; (please specify):		
Signed and stamped by Tasleem:		Date:	

Terms and Conditions for the Supply of Cooling Services

1 Cooling Services

Tasleem (hereinafter also referred to as “we” or “us”), acting in its capacity as billings and collections agent of the owner, developer and/or property manager (as applicable) of the Premises, will measure and invoice to you the consumption of Cooling Services at your Premises and you (the “Customer”) are responsible for paying for the Cooling Services in accordance with the Terms and Conditions and the Charges, both of which as may be amended by us from time to time.

2 Term

Subject to Clause 17, the term of the Agreement will commence on the start date 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 at least 1 month prior notice of termination.

3 Security deposit

You are required to pay a security deposit prior to the start date or as otherwise required by us. The amount of security deposit required for each type of premises is set out on our website and may be increased by us in accordance with Clause 9. 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 (without interest) either by crediting it to your final bill or by refund within 30 days of the payment of your final bill.

4 Provision of Cooling Services

(a) You hereby acknowledge and accept that Tasleem’s role in respect of the Cooling Services is solely to act as a billing and collections agent and at no time during the term of this Agreement will Tasleem be responsible for providing Cooling Services to your Premises and, subject to Clause 4(b) below, Tasleem will not owe or incur any liability or obligation of any kind to you in respect of any deficiency, outage or suspension of Cooling Services.

(b) If we are notified by the owner, developer, property manager and/or the district cooling provider of any plan to interrupt your supply, we will use reasonable endeavours to notify you promptly.

5 Charges and payment

(a) As the duly authorised billing and collections agent for the provision of Cooling Services to the Premises, Tasleem will charge and collect from you all Charges and associated transactional fees in respect of Cooling Services provided to your Premises. Our Charges are based on the prevailing rates as set by your development and/or the applicable cooling service provider. These charges are subject to change from time to time, at our discretion and/or when there is a change in our cost of providing billing and collections services to you or otherwise in respect of the charges (and associated fees) set by the development and/or the applicable cooling service provider in respect of Cooling Services provided to the Premises. 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 our branch offices or on our website.

(b) We will charge you a daily capacity Charge. 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.

(c) You will be charged for Cooling Services and for our billing and collections services on a monthly basis in accordance with the Charges. The provision of Cooling Services is conditional on the payment of the Charges.

(d) You must pay the bill in full by the due date specified in the bill, even if the amount of your bill or the accuracy of your Meter is disputed. Following the resolution of any dispute, the amounts due or owing either way will be adjusted on your next bill.

(e) You can find the latest information on how to pay your bill on your bill, at any of our branch offices, by visiting our website or by contacting our call centre. If your bill has not arrived when you think it should, you must contact us.

(f) 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.

(g) If you do not pay us what you owe on time you risk your Cooling Services being suspended.

6 Customer responsibilities

You are responsible for:

- (a) ensuring we have safe access at all times to your Premises in accordance with Clause 12;
- (b) paying your bill on time;
- (c) complying with all applicable laws relating to you and your supply of Cooling Services;
- (d) maintaining your equipment at your Premises which is necessary for the receipt of Cooling Services, in good order and repair;
- (e) 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;
- (f) informing us of any changes to your account information or contract details;
- (g) informing us without delay if you move out of or sell your Premises;
- (h) promptly providing us with any required information we may ask you for, without delay; and
- (i) informing us if you have not received a bill from us for over a month or if you think there is a mistake on your bill.

7 Customer restrictions

You must not:

- (a) tamper with the Meter or any Equipment;
- (b) take, or allow any person to take, Cooling Services illegally from our network;
- (c) 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;
- (d) 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;
- (e) use the chilled water we supply for any other purpose; or
- (f) transfer your Agreement to another person other than in accordance with Clause 17 of these Terms and Conditions without our consent.

8 When we can suspend

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

- (a) you fail to pay your bill on time;
- (b) on two occasions in a row we are denied or cannot get access to your Premises or our Meter;
- (c) we have a reasonable belief that you or your tenant(s) or occupier(s) have tampered with our Meter or Equipment;
- (d) 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;
- (e) you have otherwise breached these Terms and Conditions;
- (f) 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;
- (g) we are required to by an order or direction given by a competent authority or by law;
- (h) 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.

9 If you breach these Terms and Conditions

- (a) If you breach these Terms and Conditions, we may do any or all of the following things:
 - (i) suspend your supply of Cooling Services;
 - (ii) terminate this Agreement without liability;
 - (iii) increase the amount of your security deposit; and
 - (iv) claim payment from you for any damage, liability or loss you cause us.
- (b) 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.

10 Supply through third party

Your Cooling Services are provided to you through assets or equipment owned by third parties other than Tasleem. If any interruption of supply of Cooling Services to the Premises is caused (whether wholly or partly) by any fault or problem in or connected with any such assets, Tasleem shall not be liable for any direct or indirect loss or damage you may suffer.

11 Metering

- (a) On behalf of the owner of the Premises, we may operate or otherwise install a Meter on your Premises to measure the quantity of Cooling Services we supply to you.
- (b) You must inform us if you believe the Meter at your premises 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 5%, we will bear the cost of the test and will repair or replace 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 by you due to a defective Meter, solely based on our reasonable estimates of your consumption.

12 Access to your Premises

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

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

13 Events Beyond Control

(a) 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.

(b) If we are prevented from performing our obligations under these Terms and Conditions due to an Event Beyond Control for continuous period of 180 days, then we shall be entitled to terminate this Agreement without liability.

14 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 under our Complaint Handling Procedure, as detailed on our website

15 Liability

(a) Neither we nor our representatives will be liable to you or any third party for any personal injury (including loss of life) or any direct or indirect damage to property, whether or not arising from or incidental to our services provided under this Agreement or the supply of Cooling Services (including but not limited to any supply interruptions) or any act or omission of any of our representatives.

(b) We will not be liable to you for any loss or damage caused by an Event Beyond Control.

(c) We will not be liable to you for any interruption to Cooling Services regardless of the cause of such interruption. We will not be liable to you for any 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.

(d) 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.

16 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 use reasonable endeavours to give you at least 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 by way of updating our website, providing a printed notice on your bill, issuing a public notice in a local newspaper or by sending you an 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.

17 Vacating 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 set out on our website or at our branch offices. 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) 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.

18 Governing law 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.
- (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.

19 Definitions

Agreement means the agreement between you and us for the provision of billing and collections services comprising the Short Form Agreement and these Terms and Conditions.

Charges means our current standard tariffs and charges in respect of the provision of Cooling Services and the billing and collections services undertaken by us, as displayed on our website and amended by us from time to time, and may include (without limitation): an installation charge; billing and collection charge, meter maintenance fee, consumption charge; capacity charge and reconnection charge.

Cooling Services means the provision by the district cooling services provider of chilled water to the Premises and any ancillary services for the purposes of air conditioning.

Equipment means any equipment owned or operated by the applicable third party district cooling provider and/or the owner of the Premises 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, strikes, fires, utility supply failure, network failure or failure of third party assets or equipment.

Meter means the metering equipment installed at any time at your Premises to measure the quantity of Cooling Services supplied to you by the third party district cooling provider. At all times the owner of the Premises retains ownership of the metering equipment.

Premises means the premises which you lease as a tenant and where you receive Cooling Services.

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, in order 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.

Terms and Conditions means these terms and conditions which form part of the Agreement.