

CUSTOMER AGREEMENT FORM

إستمارة إتفاقية العميل

ACCOUNT & BILLING INFORMATION				معلومات الحساب والفاتورة	
Account Id		رقم الحساب	Date		التاريخ
Customer Type		نوع العميل	Billing Start Date		تاريخ ابتداء الفاتورة
Bill Delivery method					طريقة إستلام الفاتورة
PREMISE INFORMATION				معلومات العقار	
Project Name		إسم المشروع	Building Name		اسم المبنى
Unit No		رقم الوحدة	Unit Type		نوع الوحدة
Purpose of Usage		غرض الإستخدام	Premise ID		رقم المبنى
Unit Load		حمولة الوحدة	Meter number(s)		رقم العداد
PERSONAL DETAILS				معلومات شخصية	
Customer Name					إسم العميل
Nationality		الجنسية	Date of Birth		تاريخ الميلاد
CONTACT DETAILS				تفاصيل الإتصال	
Mobile number		رقم الهاتف المتحرك	Land line number		رقم الهاتف الأرضي
P.O.Box		صندوق بريد	Emirate		الإمارة
Email ID					البريد الإلكتروني
IDENTIFICATION				معلومات الهوية	
ID Type		نوع الهوية	ID Expiry date		تاريخ إنتهاء الهوية
ID Number					رقم الهوية
OWNERSHIP DETAILS				تفاصيل المالك	
Owner Name					إسم المالك
Title Deed		سند الملكية	Tenant Name		إسم المستأجر
Tenancy contract start date		تاريخ بداية عقد الإيجار	Tenancy contract end date		تاريخ إنتهاء عقد الإيجار
RATES AND CHARGES				الأسعار والرسوم	
Admin fee		رسوم إدارية	Refundable Security Deposit		مبلغ التأمين القابل للإسترداد
Connection fee		رسوم ربط الشبكة	Meter Service charge		رسوم خدمة العداد
Demand charges		رسوم الطلب	Disconnection Charge		رسوم قطع الخدمة
Meter Maintenance charge		رسوم صيانة العداد	Bounced cheque penalty		غرامة الشيك المرتد
Consumption charges		رسوم الإستهلاك	Meter test fee		رسوم اختبار العداد
Fuel surcharge		رسوم الوقود	Urgent / Final settlement Fee		عاجل / رسوم التسوية النهائية
Final bill administration charges		الرسوم النهائية للفاتورة الإدارية	Other charges as and when applicable		رسوم أخرى، عندما تنطبق
BANKING INFORMATION				المعلومات المصرفية	
Bank Account Number		رقم الحساب المصرفي	IBAN Number		رقم IBAN
Account Holder Name					اسم صاحب الحساب
Bank Name		إسم البنك	Branch		الفرع
TERMS AND CONDITIONS				الشروط والأحكام	
Please see reverse for the Detailed Terms and Conditions.				يرجى الاطلاع خلف المستند لمعرفة الشروط والأحكام.	
CUSTOMER DECLARATION				إعلان العملاء	
I / We state that, the information provided is verified and accepted by me. I / We agree to pay the refundable security deposit and all charges associated with the District Cooling Services. I / We have read and understood the terms and conditions provided overleaf and acknowledge the same.				أنا/نحن نعلن أن المعلومات المقدمة صحيحة ونوافق عليها. أنا/نحن نوافق على دفع مبلغ التأمين القابل للإسترداد وجميع المبالغ المرتبطة مع خدمة التبريد. أنا/نحن قد قرأت وفهمنا الشروط والأحكام المنصوص عليها في الصفحة التالية وأعترف بها.	
Name of Authorized Signatory/ Customer		إسم الشخص المخول للتوقيع / العميل		Empower's Authorized Signature	
Authorized Signatory Customer / Company Stamp		توقيع العميل المخول / ختم الشركة		توقيع الشخص المخول من إمبراور	

Standard Terms and conditions for supply of districts cooling services for individual customer

In consideration of District Cooling Services (DCS provided by Empower at the address indicated herein, the Customer specifically agrees to the following Terms and Conditions:

1.0 Definitions

- 1.1 "Unit Demand Load" means the maximum air conditioning cooling capacity measured in Tons that the Building Owner has estimated as being the maximum capacity required to be made available by Empower to be supplied to cool the Building Unit.
- 1.2 "Consumption" means the Ton Hours used to cool the Unit during a given period and used to calculate the total consumption bill for the Unit.
- 1.3 "Consumption Charge" means the monthly charge to the Customer by Empower for the Ton Hours used in the preceding month as measured by the Metering Equipment and calculated at the Consumption Charge Rate at the prevailing rate.
- 1.4 "Customer" is a Unit Owner (whether as a freeholder or a leaseholder), Unit tenant or other Unit occupier in the Building, including the Building Owner in such capacity, to whom DCS is supplied by Empower (hereinafter referred to as the "Customer")
- 1.5 "DCS" means district cooling services, being the provision of Chilled Water to the Building for the purpose of providing air-conditioning to the Unit.
- 1.6 "Demand Charge" means the charge levied upon the Customer by Empower for providing connectivity to the DCS which shall be calculated on the basis of the total Unit Demand Load or the Actual Demand Load (but only for Actual Demand Load up to or equal to 105% of the Unit Demand Load), whichever is the greater, at the Demand Charge Rate at the prevailing rate.
- 1.7 "Force Majeure" means an event outside the control of the Parties being (i) an act of God, (ii) war, outbreak of hostilities, riot, sabotage, civil disturbance, acts of terrorism, labour dispute or disturbance or the exercise of authority or regulation by governmental or military authorities or (iii) (save where caused by the deliberate or reckless act of the Party claiming a Force Majeure event has occurred) action of the elements, storm, flood, fire, or explosion or any other analogous cause completely outside the control of the Parties.
- 1.8 "Party" or "Parties" means either or both of Empower and the Customer, as the context requires.
- 1.9 "Prevailing Rate" means the rate that Empower currently charges its customers for the provision of DCS, which is subject to change from time to time, at Empower's discretion, and/or when there is change in the cost of providing DCS.
- 1.10 "Ton" means a ton of refrigeration; being the rate at which heat is removed, which is equivalent to 12,000 BTUs per hour.
- 1.11 "Ton Hour" means a measured unit of energy consumption equivalent to 12,000 BTU in one hour. Ton Hours are measured and metered by recording the flow of water in gallons per minute and the temperature differential between supply temperature at the Point of Delivery and return temperature at the Point of Return.
- 1.12 "Unit" means a defined part of a Building, leased or owned by a Unit Owner and/or Unit Tenant.
- 1.13 "Unit Tenant" means the tenant and/or occupant of the Unit.
- 1.14 "Unit Owner" means the freeholder and or leaseholder of the Unit.

2.0 Terms and Conditions

- 2.1 Availability of Service**
Empower agrees to use all reasonable effort to furnish a continuous supply of DCS to the Customer up to the Unit Demand Load at the address stated herein and Customer agrees to receive Empower's supply of DCS.
- 2.2 Standard Conditions of Service (DCS)**
 - 2.2.1 The Customer agrees at all times to conform and abide by the Standard Conditions of Service (DCS) for all DCS Customers currently in force from time to time.
 - 2.2.2 The Customer shall have the right to request, and Empower shall make available, the Conditions of Service current at any moment in time. The Standard Conditions of Service(DCS) is available at our website www.empower.ae
 - 2.2.3 The failure of Empower to demand strict performance of 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 Empower's right to assert or rely upon any such terms or rights in the future.
 - 2.2.4 The Customer acknowledges and accepts that Empower shall have the right to adjust its rates and charges, at Empower's discretion, and/or when there is change in the cost of providing DCS.
 - 2.2.5 Improper Use and Tampering - Empower shall have the right to discontinue providing DCS and seek criminal charges/charge penalty if it is determined that the Metering Equipment or piping connected to the Customer's Unit have been tampered with or altered in any manner to unlawfully use DCS.
 - 2.2.6 Alternative cooling equipment - Empower has the sole and exclusive right to provide DCS to your premise, any other alternative form of air conditioning to or within the premise will lead to further legal action/penalty charges.
- 2.3 Charges**
 - 2.3.1 Installation Charge
Empower will charge the Customer a one time non refundable installation charge for the supply of DCS.
 - 2.3.2 Demand Charge
Empower will charge the Customer a Demand Charge in advance on a quarterly basis in each year of the Term at the prevailing rate. This charge remains fixed regardless of unit occupancy/usage of DCS and in the event of disconnection.
 - 2.3.3 Consumption Charge
Empower will charge the Customer on a monthly basis, in arrears, at the prevailing rate, a Consumption Charge per Ton Hour of Consumption based on actual use of DCS in the Building.
 - 2.3.4 Meter Maintenance Charge
The Customer acknowledges and accepts that Empower has the right to charge the Customer a nominal Maintenance Charge per meter, at the charge rate in effect at the time, on a monthly/quarterly basis to cover the testing and maintenance of each meter installed in the Unit.
 - 2.3.5 Meter Transfer Charge
The Customer acknowledges and accepts that Empower has the right to charge a new Customer a Meter Transfer Charge, at the charge rate in effect at the time, at the time of being requested to transfer a meter to a new Customer.

- 2.3.6 Fuel Surcharge
A Variable fuel surcharge from DEWA at the prevailing rate will be charged every month and same will be shown as separate line item in the bill.
- 2.4 Payment**
 - 2.4.1 Customer agrees to pay all charges, including but not limited to, the demand charges and consumption charges within the period specified on the invoice for at Empower's Rates and Charges prevailing at the time.
 - 2.4.2 The Unit Owner remains responsible for all charges during the period the Unit is vacant, and/or the DCS account remains in the Unit Owners name. In all cases, the Unit Owner bears the risk of non-payment by the Unit Tenant, and in the event payment for DCS is not made, the Unit Owner is responsible for any unpaid balance on the account and all disconnection charges if service is terminated for non-payment. If a Unit is sold without Empower being requested to issue a non-objection certificate prior to the sale of the Unit the Unit Owner will remain responsible for all charges up until the date a new Unit Owner registers with Empower and signs a new Agreement. Empower will not sign a new Agreement with a new Unit Owner until all outstanding charges are settled. The Customer will also be responsible for any amount due and unpaid in respect to common areas of the Building in proportion to the Customer's Unit if these charges are not met in full by the owners association, facility manager or other person responsible for managing common areas of the Building.
 - 2.4.3 The provision of DCS to a Customer is contingent upon payment of all charges due from the Customer. Failure by a Customer to settle an Invoice within fourteen (14) days after the Invoice was due shall give the right to Empower to suspend the supply of DCS to the Customer. Suspension of DCS will then only be lifted by Empower following cleared payment by the Customer of outstanding Invoices and any reasonable accruing financial costs. Empower at its sole discretion, may charge a disconnection fee, current at the time, for the resumption of DCS.
 - 2.4.4 Collection Costs Customer hereby agrees to pay the Empower's costs of collection, as often as such costs may be incurred, of any amounts which may become payable to the Empower for DCS but which are not paid when due. Such costs shall include, but not be limited to, fees charged by a collection agency, attorney's fees, and court costs.
 - 2.4.5 Security Deposit Customer understands and agrees that a security deposit may be required in an amount to be determined by Empower. When an account is closed, the deposit will be applied to any outstanding balance on the final bill. If there is a credit balance on the final invoice for the supply of DCS, a check for the credit amount or cash equivalent will be issued to the Customer within 30 days thereof.
- 2.5 Transfer of Service**
DCS may be transferred by proper assumption of the payment responsibility by a Customer acceptable to Empower and upon completion of an application for service by another Customer. In the event that the Unit remains unoccupied, the Customer will remain responsible for DCS charges and the DCS account will remain in the Customers name until another Customer requests service or until the Customer requests a transfer of service.
- 2.6 Termination by Force Majeure**
The obligations of each Party hereto shall be suspended for the period of and to the extent that such party is prevented or hindered from complying therewith by a Force Majeure event as defined in Clause 1.7 of this Agreement and the applicable provisions of the Standard Conditions of Service (DCS). This Agreement may be terminated by either party if the other Party is materially hindered from performing its obligations under the Agreement for a continuous period of one hundred and eighty (180) days.
- 2.7 Limitation of Liability and Indemnity**
 - 2.7.1 Empower, its officers, directors, employees, affiliates and agents, and any other person who serves at the request of Empower (in each case, an "Indemnified Person") will not be liable for any personal injury, loss or damage to property, any loss of life or otherwise whether or not arising from or incidental to the sale and delivery of DCS (including but not limited to any DCS interruptions), any mistake in judgment, any act performed or omission made by Empower, or an Indemnified Person.
 - 2.7.2 If Empower fails to deliver DCS in accordance with the terms and conditions of this Agreement due solely and directly to an act or omission by Empower or an Indemnified Person, other than those acts or omissions beyond their reasonable control as defined in Clause 1.7, then Empower's maximum liability will be to adjust the Demand Charge then in effect, based upon the proportion of the period and the degree to which DCS was reduced.
 - 2.7.3 In no event shall Empower or any Indemnified Person be liable to the Customer and/or to any third party for any indirect, special, punitive, incidental, consequential loss or exemplary damages including, without limitation, loss of revenue, loss of profits, loss of customers, clients, business opportunities or goodwill whether based upon breach of contract, negligence, tort, or otherwise.
 - 2.7.4 Notwithstanding the generality of Sub-Clause 2.7.1, any liability of Empower shall be reduced by the amount of any insurance recovery of the Customer.
- 2.8 Disclaimer of Warranties**
 - 2.8.1 Except as provided by Empower in writing, Empower disclaims, and the Customer waives, all other representations and warranties, expressed or implied, regarding the provision of DCS, including any warranty of merchantability or fitness for a particular use, and in particular, without limiting the foregoing Empower does not warrant that the DCS will be uninterrupted.
 - 2.8.2 The Laws and Regulations of Dubai shall govern the Agreement herein for the supply of DCS to the Customer.
 - 2.8.3 This Agreement is subject to the Laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates and the Dubai Courts shall have non-exclusive jurisdiction to hear and determine any dispute or difference arising hereunder.
- 2.9 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.

3.0 Assignment

Empower has the right at any time and from time to time to assign this Agreement or any part thereof to any person without your consent. You will not be entitled to transfer or assign this Agreement without the prior written consent of Empower.

Customer Declaration

I/We have read and understood the terms and conditions and acknowledge the same.

Name of Authorized Signatory/Customer.....
 Customer/Authorized signatory Empower's authorized signatory.....
 Company Stamp Signature.....