

Terms and Conditions for the Supply of Cooling Services

1 Cooling Services

Bahrain District Cooling Company BSC(c) (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, both as may be amended from time to time.

2 Term

Subject to Clauses 17 and 18, 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 you with 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 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 and/or Clause 18 (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

- 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, as a result of an Event Beyond Control).
- If we plan to interrupt your supply, we will give you at least 2 days' notice before we do. However, if your supply is interrupted in any other circumstance we will endeavour to give you reasonable notice prior to the interruption.

5 Charges and payment

- We will charge you 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.
- We will charge you a daily capacity service 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.
- 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 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.
- You can find the latest information on how to pay your bill on your bill or by contacting our call centre. If your bill 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 bill is to be sent to your tenant(s) or occupier(s), then upon the payment of that final bill we will refund your security deposit, or the balance remaining, to you.

6 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 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, without delay;
- 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; 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.

7 Customer restrictions

You must not:

- tamper with the 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.

8 When we can disconnect

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

- you fail to pay your bill on time;
 - on two occasions in a row we are denied or cannot get access to your Premises or our 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.

9 If you breach these Terms and Conditions

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

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.

11 Metering

- If we determine it to be necessary, we may elect to install a Meter outside your Premises to measure the quantity of Cooling Services we supply to you.
- 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 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:

- 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.

13 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 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, please contact our customer service team.

15 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 Infrastructure service 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 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.
- 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 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 a printed notice on your bill, 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.

17 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:

- 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;
 - 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

- The Agreement shall be governed by and construed in accordance with the federal laws of the Kingdom of Bahrain.
- 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 Cooling Services comprising the Short Form Agreement and these Terms and Conditions.

Charges means our current standard tariffs and charges for the provision of Cooling Services and amended by us from time to time and may include (without limitation): installation charge; consumption charge; capacity charge [Infrastructure service 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, 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 we supply to you. If the meter is installed by Tabreed Bahrain, we will retain ownership of the metering equipment.

Premises means your premises (whether as owner or tenant, as the case may be) 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 for the provision of Cooling Services, which form part of the Agreement.