

# ELECTRICITY AND WATER SUPPLY AGREEMENT TERMS AND CONDITIONS



# TERMS AND CONDITIONS ELECTRICITY AND WATER SUPPLY AGREEMENT

#### 1. The Agreement

In these terms and conditions, when we refer to "the Agreement" it means the agreement that TAQA Distribution has with you, the Customer, to Supply your Premises with electricity and/or water on these terms and conditions. The Agreement includes these Terms and Conditions, your Application, any Essential Information you provide us, our Charges, our Code of Practice on Disconnection and our Complaint Handling Procedure. The Agreement also includes all documents you have given us or may give us, in connection with your Supply at any time during the term of the Agreement. These standard terms and conditions have been reviewed and approved by the DoE. You will be deemed to have accepted these standard terms and conditions from the date you start receiving electricity or water.

#### 2. Terms and Conditions Applying to The Agreement

These are the Terms and Conditions which apply to the Agreement with you for us to Supply, and continue to Supply, your Premises with electricity and/or water, unless we make a separate written agreement with you otherwise.

#### 3. Supply Quality

We will at all times ensure that the quality of our Supply to you meets all requirements set out in the Agreement and any Relevant Law, Licence, regulation or Code which applies to us.

#### 4. Electricity Voltage

The electricity Supply voltage we provide to you will comply with the Distribution Code for electricity for single phase or three phase, as the case may be.

#### 5. Water Supply Network

Our water Supply is provided through our piped network system or by road tanker on a temporary or permanent basis (including to certain areas where we do not have a piped network system).

#### 6. Security Deposit

TAQA Distribution will require the Customer to pay a security deposit at the time of applying to open a Supply account or subsequently if TAQA Distribution believes a Security Deposit is required.

TAQA Distribution may use the security deposit to recover any amount owed to TAQA Distribution by the Customer due to a failure by the Customer to pay their electricity or water bill within the required time period. TAQA Distribution will promptly repay the Customer the security deposit, or the balance remaining, at the end of the Agreement. It is repaid by crediting it to the Customer's final bill or by electronic transfer.

TAQA Distribution may, from time to time, in accordance with procedures approved with DoE, adjust the amount the Customer must provide as a security deposit.



#### 7. Charges and Customer Bill

TAQA Distribution will charge the Customer for all electricity and water consumption that it may Supply based on the applicable tariff applied to the Customer's account upon service request and registration.

Charges will usually be according to the monthly readings of the Meter. Where it has not been possible to read the Meter, then TAQA Distribution will estimate the bill based on the Customer's historic consumption or other relevant reference information.

Details of TAQA Distribution's charges are available on its website (www.taqadistribution.com) or in its branch offices.

The Customer shall pay for the Supply based on the prevailing tariff rates. TAQA Distribution may modify tariff rates or any other charges as per the approved schedule it may publish from time to time for the relevant category. If there is any change to the Charges TAQA Distribution will seek to inform the Customer in reasonable time before any changes.

#### 8. Bills and Payment

TAQA Distribution will issue an electronic monthly bill for the Customer. The bill will be sent via email and SMS that has been provided by the Customer (unless the Customer continues to be eligible for paper bills). In addition, a summary of the bill will be sent to any registered mobile. The Customer will be able to review their bills and account details online. The Customer must pay the notified bill by the Bill Due Date. If the Customer does not pay any sum due by the Bill Due Date, then late payment interest and/or charges will be added until such payment is made. Details of applicable late payment interest and/or charges will be set out on the reverse of their bill, published on TAQA Distribution's website and in its branch.

In the event a Customer is experiencing payment difficulties, then, in TAQA Distribution's sole discretion, TAQA Distribution may enter into a payment plan with that Customer. If the Customer does not comply with the timing or amounts agreed under any payment arrangement, then TAQA Distribution may cancel such payment plan by notice to the Customer and request a late payment fee and/or late payment interest from the date of such notification.

Please note that a failure to pay TAQA Distribution bills on time could adversely affect your credit record maintained by Etihad Credit Bureau. Any bank fees incurred by TAQA Distribution in connection with a rejected cheque will be credited to a Customer's account.

Subject to the Disconnection Code of Practice, TAQA Distribution can disconnect a Customer from electricity and/or water for failure to pay.

TAQA Distribution reserves all rights to take any administrative, legal or other action or any other steps it deems appropriate in accordance with any Relevant Law to cover sums owed under this Agreement.

#### 9. Methods of Payment

For the Customer's convenience there are several ways to pay bills. The Customer can find the latest information on how to pay their bill on the reverse of their bill, at our branch offices, by visiting our website or by contacting our call centre.



The Customer may select a preferred payment method each time they make a payment; except for bill smoothing, payment arrangements (following a default) or preapproved payment methods.

For bill smoothing and for Customers who have entered a payment plan with TAQA Distribution (due to historic non-payment issues), then such Customer shall set up a direct debit arrangement with TAQA Distribution.

#### 10. Payment Difficulties

If a Customer has difficulties paying their bill, they should contact TAQA Distribution immediately. TAQA Distribution will discuss the available options taking into account the Customer's historic payment records, their consumption, the amount owed and whether the Customer should be provided with Special Services (under TAQA Distribution Licence Condition 19). TAQA Distribution can also provide advice and guidance on how to reduce electricity and water consumption.

#### 11. Contacting TAQA Distribution

The Customer may contact TAQA Distribution to discuss their Supply or any other products or services offered by TAQA Distribution. The available communication channels and the related information is available on TAQA Distribution's website (www.taqadistribution.com).

#### 12. Other Services

TAQA Distribution may be required to collect other fees due by the Customer. Any other fees due will be sent as a separate bill to the Customer's electricity or water bills and will indicate on that separate bill, the payment calculation and methodology, the time period for such payment and any contact details for queries on such payments.

Certain Customers are required to pay Municipality Fees – TAQA Distribution will issue a separate Municipality Fees bill each month on behalf of the relevant Municipality. Municipality Fees are based on the rental contract value registered within the Municipality's Tawtheeq system. You should therefore ensure that these details are accurate. Although bills will be issued each month to help Customers pay these fees on an instalment basis, please note that you will still be liable to the full amount in the event you cancel your tenancy contract early. You should refer any queries on Municipality Fees to the relevant Municipality.

#### 13. VAT

TAQA Distribution has implemented the Decree of Federal Law No. (8) of 2017 of the Value Added Tax (VAT) on goods and services. This means that VAT has been implemented on TAQA Distribution services since 1 January 2018 at the rate of 5%. The amount of VAT paid will be shown separately on each Customer bill.



#### 14. When TAQA Distribution Can Disconnect

- a. TAQA Distribution will apply the Disconnection Code of Practice (available on its website and upon request). It is each Customer's responsibility to pay for the electricity and water supplied to their Premises. Disconnection of electricity and/or water can occur but will only occur as a last resort for non-payment. Note that TAQA Distribution may disconnect the Supply if:
  - 1. It needs to protect your health and safety, or the health and safety of Our Representatives or the general public or prevent damage to property;
  - 2. You fail to pay your bill-by-Bill Due Date and you have not made special arrangements with us to pay your bill;
  - 3. We have proof that there has been tampering with a Meter or the Fittings on your Premises;
  - 4. On two occasions in a row, we are denied or cannot get access to your Premises or Meter to do what we need to do under the Agreement;
  - 5. You ask us to disconnect your Supply;
  - 6. We find out that you have given us Essential Information you know is wrong or misleading on your application or afterwards in relation to your account;
  - 7. We are required to by a Court Order, to comply with a direction given by a competent authority or by any Relevant Law; or
  - 8. We end the Agreement in accordance with Clause 35.
- b. There may be other circumstances when we may disconnect your Supply. Please see our Code of Practice on Disconnection for more details.
- c. TAQA Distribution will notify the Customer for any disconnection of supply with the relevant communication channels provided by the Customer prior to any disconnection.

#### 15. Reconnection After Disconnection For Non-Payment

If TAQA Distribution disconnects the Supply because of non-payment, TAQA Distribution will reconnect the Supply, if the Customer:

- a. Settled all their outstanding amounts with TAQA Distribution; or
- b. Agreed on a special payment arrangement or payment plan with TAQA Distribution, and pays any reconnection fee and, if required, any increase to the amount of the Security Deposit (see Clause 6 above).

#### 16. Changes to the Supply during the Agreement

- a. During the term of the Agreement, the Customer may request TAQA Distribution to make any change to Customer Supply, for example, to change the Supply from single phase to three phase or to move a Meter to a new location. Any Customer application and any change to their Supply will become part of the Agreement.
- b. If the Customer requests TAQA Distribution to make a change to their Supply, Customer must pay the applicable charges related to:
  - 1 Reviewing the Customer application to make a change; and
  - 2 If TAQA Distribution approves the Customer application, any change TAQA Distribution makes to your Supply as a result.



#### 17. What Customer Are Responsible For

Customers are responsible for:

- a. Paying bills on time;
- b. Making sure that we have safe and reasonably easy access to our Meter and Fittings at your Premises (including any TAQA Distribution appointed contractors, sub-contractors, employees or agents);
- c. Complying with all Relevant Laws relating to you and your Supply;
- d. Informing us when your personal information or circumstances related to a particular service changes;
- e. Telling us without delay if you move out of your Premises;
- f. Informing TAQA Distribution if you require Special Services (under TAQA Distribution Licence Condition 19) from TAQA Distribution (including where a person residing in the Premise needs continuous access to electricity or Wholesome Water due to an illness, old-age or other justified reason);
- g. For non-residential Customers providing updated company documents or government authorisations, permits, licenses or approvals (including renewed trade licenses);
- h. If Customer is the owner of the Premises:
  - 1. Making sure that all Fittings on your side of the Connection Point to your Premises are safe and comply with all Relevant Laws; and
  - 2. Ensuring only a licensed electrical contractor does electrical work on your Premises and Fittings on your side of the Connection Point to your Premises;
- i. If Customer is not the owner of the Premises, telling TAQA Distribution if the owner has not made safe any Fittings past the Connection Point on their Premises which are not safe or has not complied with any Relevant Laws after you have told the owner about such things;
- j. Promptly reply to queries in order for them to provide you with the best possible service; and
- k. Telling us if:
  - 1. You have not received a bill from us for over a month;
  - 2. You think there is a mistake on your bill; and
  - 3. No charges appear in your bill for electricity or for water you have used.

#### 18. What Customer Must Not Do

You must not:

- a. Carry out, or allow any person to carry out, illegal electrical works on your Premises;
- b. Take, or allow any person to take, electricity or water illegally from our network;
- c. Use, or allow any person to use, electricity or water in any way that affects the Supply to any other person or causes loss to us or damage to our Meters or Fittings or other Supply equipment;
- d. Interfere, or allow any person to interfere, with your Supply or Supply to any other person, including disconnecting Supply of another or re-connecting Supply which we have disconnected;
- e. Transfer your account to another person without TAQA Distribution consent;
- f. Sell electricity or water from your Supply or from our network to any other person, which includes providing electricity or water to another in return for a benefit to you; and
- g. Use any other source of supply that may adversely affect our network without written notification to TAQA Distribution.



#### 19. If Customer is a Landlord or Owner

- a. If Customer is a landlord:
  - 1. You must not leave the Supply account in your name for Premises you lease and then charge your tenant what you are billed for the water and electricity they use, or you think they use if the tenant's consumption is part of a larger bill;
  - 2. You must not ask us to disconnect Supply to your tenant's Premises while they have a valid lease agreement with you;
  - 3. Unless you have a lease agreement with your tenant which includes an allowance in the rent for water and electricity consumption, you must make sure that your tenant opens a Supply account for the leased Premises in their own name; and
  - 4. You must take immediate action to stop or prevent loss of electricity or water from Premises you own as soon as you become aware of the loss or the risk of loss, even if the loss is billed or would be billed to the Supply account of your tenant.
- b. If you are a landlord or you own the Premises where we Supply to you, you must have a Connection Agreement with us.
- c. If you own the Premises where we Supply water or electricity or both to you under an account in your name and someone else lives in, uses or occupies those Premises, you must not charge that person for any water or electricity they use. To do that is against the Relevant Law (including Law No. (2) of 1998).
- d. At the end of any tenancy, responsibility paying electricity and water charges will revert to the landlord until a new tenancy begins. The landlord may request disconnection of the electricity and/or the water at the Premises (but this will not happen automatically).

#### 20. If Customer is a Tenant

If you are a tenant, unless you have a lease agreement under which you pay an allowance in your rent for the water or electricity or both you use:

- a. You must ask your landlord to provide you with a copy of a clearance certificate for the Premises before you open a Supply account;
- b. You must open an account for Supply in your own name for the Premises you lease;
- c. You must not let someone else take over responsibility for your Supply account on your leased Premises; and
- d. You must not accept responsibility for someone else's Supply account.

#### 21. If Customer Breaches The Agreement

For any breach of clauses under the Agreement, TAQA Distribution has the right to take any or all of the following actions:

- a. Disconnect Customer Supply;
- b. End the Agreement;
- c. Impose a penalty or any approved late payment charges;
- d. Increase the amount of Customer Security Deposit; and/or
- e. Claim payment from Customer for any damage or loss occurred due to this.

#### 22. Liability for Breaches

Without limiting TAQA Distribution's rights, if TAQA Distribution become liable to any third Person as a result of a breach by the Customer of the Agreement, Customer must repay TAQA Distribution for the full amount of liability and costs TAQA Distribution may incur.

#### 23. Protection of Customer's Sensitive Equipment

Supply interruptions and voltage and frequency fluctuations can occur outside TAQA Distribution control and can damage sensitive electrical appliances. It is Customer's responsibility to protect their sensitive equipment. TAQA Distribution will not be liable to



Customer in any way as a result of any voltage or frequency fluctuation. Customer can reduce the risk of damage from power fluctuations by installing surge protection devices in their Premises.

#### 24. Supply Through Third Party

There are times when TAQA Distribution may Supply to Customer through Third Party Assets. For example, if Customer lives or has Premises in a high rise building TAQA Distribution may use the building owner's assets, such as pipes or wiring or connection equipment to Supply electricity or water or both to Customer. If TAQA Distribution needs to use Third Party Assets to Supply Customer, TAQA Distribution will not be liable for any loss or damage Customer suffer as a result of any fault or problem in or connected with those third-party assets which interrupts its Supply to Customers.

#### 25. Interruptions in Supply

- a. There are times when TAQA Distribution may need to interrupt Customer Supply:
  - 1. To maintain, repair or change equipment or the network;
  - 2. To connect Supply to another person;
  - 3. Because of an emergency or to manage loads;
  - 4. For health and safety reasons;
  - 5. To upgrade or protect Supply to you or others;
  - 6. To avoid danger to people or property;
  - 7. To take care of or protect the network; and/or
  - 8. To deal with an Event Beyond Control.
- b. The Customer must advise TAQA Distribution if a person residing at the Premises is dependent on life support equipment and submit a written confirmation from an appropriately qualified medical practitioner that the person requires life support equipment at the Premises. TAQA Distribution can give and guide the Customer information about how they may be able to help to protect Supply for medical reasons.

#### 26. Notice of Interruptions

If TAQA Distribution plans to interrupt a Customer's Supply, TAQA Distribution will give at least 2 calendar days notice before they do. If Customer Supply is interrupted because of an emergency TAQA Distribution will give whatever notice is reasonable in the circumstances.

#### 27. Metering

The Customer needs a Meter on its Premises to measure the Supply of water and/or electricity. Unless otherwise agreed in writing, TAQA Distribution will be permitted to install, maintain, and periodically read or check any installed Meter in a Customer's Premises.

#### 28. Faulty Meter

If the Customer believes that the installed Meter is not working properly; then they can approach TAQA Distribution for a Meter check request. Customer will be informed at the time of making such request what the Meter check applicable charges are:

- a. Meter Not Faulty If TAQA Distribution checks the Meter and finds that it is not faulty, TAQA Distribution will charge the Customer for checking the Meter as per the applicable charges.
- b. Meter Faulty on occasion, the Meter may not to be working properly (i.e. it is faulty) in which case TAQA Distribution will not charge the Customer for checking the meter, and



will replace the Customer Meter and make adjustments, if applicable, on the next bill after such meter check.

#### 29. Access to Customer Premises

- a. TAQA Distribution has a right and regulatory obligations to access TAQA Distribution's Metering equipment in order to ensure this is safe, working properly and to ensure efficient billing practice. The Customer must therefore make sure that TAQA Distribution has safe and fairly easy access to your Premises to install, read, test, service or replace TAQA Distribution's Meter.
- b. Under this Agreement, the Customer has agreed to grant necessary access to TAQA Distribution's Meter located on the Customer's Premises. The Customer shall provide and facilitate access by TAQA Distribution, including obtaining any entry permission and approval required for TAQA Distribution's staff/representative access.
- c. Under this Agreement, Customer has also agreed to permit access to Customer Premises in order to:
  - 1. Restore Supply in your area because of an unplanned interruption;
  - 2. Protect or prevent danger or damage to people or property;
  - 3. Remove any Meters, Fittings, or other equipment; and
  - 4. Do research about the demand for water and electricity.
- d. Our Representatives will carry proper identification at all times when entering your Premises on our behalf. You may contact TAQA Distribution Call Centre if you have any questions or need to check authorisations for access.
- e. TAQA Distribution will not be responsible for any delay or interruption in Supply if the Customer delays in granting access authorisation.

#### 30. Events Beyond Customer or TAQA Distribution Control

If either of TAQA Distribution or the Customer is unable to perform any obligations under the Agreement because of an Event Beyond Control then the Agreement will remain in force and together our obligations (other than Customer obligation to pay any outstanding Charges) will be put on hold without liability until the Event Beyond Control is over. Both parties must make reasonable efforts to put an end to any Event Beyond Control as soon as possible.

#### 31. Feedback, Complaints or Disputes

If the Customer has feedback, a complaint or a dispute, then the Customer should contact TAQA Distribution in the first instance. TAQA Distribution will handle any complaint in line with its Complaint Handling Procedure. If the complaint or dispute is not resolved to the Customer's satisfaction using TAQA Distribution's Complaint Handling Procedure, then the Customer may ask for an independent review of the matter by the DoE. Please see TAQA Distribution Complaint Handling Procedure that is published on its website (www.taqadistribution.com) for more information; or visit DoE website for more information related to the appeal complaint procedures (www.doe.gov.ae).

#### 32. TAQA Distribution Liability to Customer if Things Go Wrong

- a. If, through TAQA Distribution's lack of care, Customer property is damaged and TAQA Distribution ought to have expected that the damage was reasonably likely if TAQA Distribution did not take care, then TAQA Distribution will pay (at its sole discretion) the costs of either repairing or replacing the damaged property.
- b. TAQA Distribution will not be liable to a Customer for any other loss or damage if:



- 1. TAQA Distribution breach any obligation TAQA Distribution owes to Customer for any other reason;
- 2. Caused by another Person being careless or not doing what they are legally obligated to do; or
- 3. Caused by an Event Beyond Control.
- c. If, for any reason TAQA Distribution cannot rely on the above to exclude TAQA Distribution liability, then TAQA Distribution liability will be limited to:
  - 1. AED 30,000 for any single event or series of related events occurring on a network system; or
  - 2. A total of AED 30,000 for any single event or series of related events occurring on a network system that affects more than one Customer.
- d. The limitation on TAQA Distribution liability in respect of property damage does not apply if, through TAQA Distribution lack of care, Customer or anyone at Customer's Premises with their consent is injured or killed.

#### 33. Changes to the Agreement

TAQA Distribution may make changes to this Agreement from time to time. TAQA Distribution will give Customer at least 30 days prior notice of any changes to the Agreement. TAQA Distribution may give the Customer notice in a number of ways, including notification on your bill, SMS, email or telephone (taking into consideration any Customer requested communication preferences). Such notice period may not apply if TAQA Distribution are required to make changes to the Agreement by any Relevant Law.

#### 34. How The Customer May End This Agreement

Customer may end the Agreement at any time, provided that Customer:

- a. Gives TAQA Distribution instructions to close your account in writing or by phoning TAQA Distribution contact centre or via service request on TAQA Distribution website;
- b. Completes TAQA Distribution account clearance process; and
- c. Settles any outstanding sums due for Supply.

#### 35. How TAQA Distribution May End The Agreement

If the Customer does not meet their obligations under the Agreement, TAQA Distribution may disconnect their service. If TAQA Distribution elects to disconnect, TAQA Distribution will send a written notice to the Customer explaining what is wrong, what he needs to do and when it must be done by. If the Customer does not comply with that notice TAQA Distribution may end this Agreement immediately.

If TAQA Distribution has disconnected your Premises and TAQA Distribution has not reconnected it as provided for under Clause 15, then this Agreement is considered at an end. TAQA Distribution may also end this Agreement at any time on at least 30 calendar days written notice to the Customer, provided that at the time TAQA Distribution can do that by law.

TAQA Distribution may also end this Agreement if the Customer does not provide TAQA Distribution with any Essential Information TAQA Distribution ask for.



#### 36. If TAQA Distribution End The Agreement

If TAQA Distribution ends this Agreement, TAQA Distribution may, if TAQA Distribution have not already done so, stop Supplying the Customer with electricity and water. However, even once the Agreement has ended, the Customer will remain responsible for all costs and Charges the Customer owes under the Agreement until all amounts that are paid in full. Even after the Agreement has ended, the following clauses will remain in effect until their purpose is served:

- a. Clause 7, Charges & Customer Bill, to the extent that TAQA Distribution is entitled to keep Customer deposit, if any, to cover amounts they owe to TAQA Distribution or until TAQA Distribution needs to provide the Customer with a refund;
- b. Clause 8, Bills and Payment, to the extent it relates to amounts the Customer owes TAQA Distribution but not yet;
- c. Clause 17 and 19, Customer Responsibilities, in relation to the Supply equipment, to the extent it relates to equipment not owned by the Customer and their responsibility for breaches;
- d. Clause 29, Access to Customer Premises, to the extent necessary for TAQA Distribution to take final readings and to remove our equipment;
- e. Clause 32, TAQA Distribution Liability To the Customer if Things Go Wrong.

#### 37. Statutory Powers and Changes to the Agreement

Nothing in the Agreement affects any rights or powers TAQA Distribution or the Customer has under any Relevant Law.

#### 38. Applicable Law

This Agreement is governed by and construed in accordance with the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi. The Customer and TAQA Distribution agree that the courts of Abu Dhabi shall have exclusive jurisdiction to review any disputes in relation to this Agreement.

#### 39. Term of the Agreement

The Agreement will come into effect on the date you receive electricity and water from TAQA Distribution and will continue until it is ended by the Customer in accordance with Clause 34 or ended by TAQA Distribution in accordance with Clauses 35 and 36.

#### 40. Disclosure of Information

The Customer agrees that TAQA Distribution may share Customer information with:

- a. TAQA Distribution's employees, agents and/or professional advisors;
- b. Other companies within TAQA's group of companies (including any parent or subsidiary companies of such parent company);
- c. Other third-party contractors who provide services to TAQA Distribution which require the processing of Customer information;
- d. Relevant authorities upon request; or
- e. The third-party payment providers who provide services that may be of interest to Customer.

TAQA Distribution will also share Customer personal data where TAQA Distribution is under a legal obligation to do so, for example where TAQA Distribution is required to share information under statute or because of a court order or otherwise under any Relevant Law.

#### 41. Fines

TAQA Distribution is the sole legal distributor of water and electricity services to the residents



of the Emirate of Abu Dhabi, as per Law No (2) of 1998 Concerning the Regulation of the Water and Electricity Sector in the Emirate. To be provided with the said services, applicants must agree to abide by the following terms and conditions;

- a. Customer agrees to pay water and electricity consumption bills on monthly basis using one of the agreed different payment channels. The applicable amount fine will be levied on him for each bounced cheque. In case of non-payment, power and water services will be disconnected after prior notification reconnection charge will be applied.
- b. Customer agrees not to change, modify or manipulate any of TAQA Distribution's assets. A fine will be levied on them for committing any of the previous violations besides estimated consumption fees for the period of manipulation (as approved and published by TAQA Distribution from time to time).
- c. Customer agrees not to supply others with the services, from after meter point, without consulting TAQA Distribution, otherwise applicable fines (as approved and published by TAQA Distribution from time to time) will be levied on them besides estimated consumption fees and any costs of other damages.
- d. Customer agrees not to supply others with the services, before the meter point, without consulting TAQA Distribution, otherwise applicable fines (as approved and published by TAQA Distribution from time to time) will be levied on them besides estimated consumption fees and any costs of other damages.
- e. Customer agrees not to reconnect services without consulting TAQA Distribution, otherwise applicable fines (as approved and published by TAQA Distribution from time to time) will be levied on them, deposit confiscation and payment of all other dues.
- f. Customer agrees to ensure that Clearance Certificate has been issued at the end of their tenancy contract, otherwise they will be charged fees of any future consumption or fines levied on the same account.

All fees referred to above are in accordance with TAQA Distribution approved and published fees from time to time published on its website.

#### 42. Solar Rooftop Installation

A Customer may install a rooftop solar system at their Premises (subject to receiving all necessary permits, approvals and licences). In particular, the Customer should comply with the Small-Scale Solar Photovoltaic Energy Netting and Electricity Wiring Regulations (and should review the Installation of Solar PV Systems Guidance Document available on DOE and TAQA Distribution websites). Where a Customer has installed such a system, the Customer shall notify TAQA Distribution and TAQA Distribution will apply a Net Metering arrangement to this (in accordance with Regulations issued by the DOE from time to time).

#### 43. Transfer of Customer Account

A Customer or their authorised representative or heirs and beneficiaries may in writing request that the day-to-day management of a Customer's account be handled by a family member or another third party. This could include if the Customer is temporarily out of the country, is sick or otherwise incapacitated or too elderly. The Customer will ultimately remain liable for any non-payment. If the Customer has died, then their heirs or beneficiaries may request the transfer of their account to another family member (upon provision of suitable documentary evidence and ID).

#### 44. Permitted Use

A residential Customer or a premise registered for residential use may not use any electricity or water for non-residential purposes (including for commercial, industrial or business purposes). See also Clauses 17 and 18 above regarding what a Customer should and should not do.



#### 45. Definitions

'Agreement' means these Terms and Conditions of Supply between TAQA Distribution and the Customer.

'Application' means the Application For New Customers completed and signed by you, together with all documents you submitted with it to open your account.

'Bill Due Date' means 10 Working Days from the Bill date to a Customer, if the due date is not a workday. In this case, the due date is set to the next workday. (unless agreed otherwise with that Customer, including as part of any payment arrangement).

'Charges' means our current standard tariffs and charges for Supply to you as amended by us and approved by the DoE from time to time and includes any penalty payment, reconnection fee, compensation or other non-consumption charge for which you are liable under this Agreement.

'Complaint Handling Procedure' means the Customer complaint or dispute handling procedure published by us from time to time.

'Connection Agreement' means an agreement setting out the terms and conditions of connecting to our network.

'Customer' means 'you' the recipient of electricity and/or water pursuant to this Agreement.

'Connection Point' means either (i) the point at which your Premises connect to a circuit breaker, switch, fuse, or other isolating device on our electricity supply network or (ii) the point at which your Premises are connected to a Meter, stop valve or other isolating device on our water supply network.

'DoE' means the Department of Energy, established under Law No. (11) of 2018.

'Distribution Code' means either (i) the Electricity Distribution Code, Version 3, dated 30 November 2005 as may be amended from time to time; or (ii) the Water Distribution Code, Version 2, dated November 2002 as may be amended from time to time.

'Essential Information' means any information or documents required by us to identify you, confirm your identity or residency status or other essential information we may require for your account pursuant to Relevant Law.

'Event Beyond Control' means an event or circumstance that is beyond either Customer or TAQA Distribution control and includes (but is not limited to) floods, hurricanes, earthquakes, lightning strikes, fires, transmission faults, lack of electricity generation or water production and labor strikes.

'Fittings' means either or both (i) electrical fittings, being switches, relays, fuses, wiring and equipment used to deliver or use electricity on the load side of your Connection Point; or (ii) water fittings, being that part of the water connection arrangement between our distribution system or network up to and including your ground storage tank or roof cistern and may include a pipe, Meter, valve or any other relevant equipment to facilitate the water supply connection.

'Meter' means the equipment TAQA Distribution will install or have installed at the Customer's Premises to measure the quantity of Supply.

'Municipality Fees' means published municipality fees determined by the relevant municipality from time to time;

'Net Metering' means an arrangement of energy metering under which rooftop solar system installed at a Customer premise delivers solar power simultaneously with the power supplied by TAQA



Distribution to that premise and the net consumption after off-setting the power generated by the solar power system is measured and displayed for the applicable billing period.

'Normal Business Hours' means 07:30-15:00 any Monday to Friday which is not a public holiday in the public sector in the Emirate of Abu Dhabi.

'Our Representatives' means any of our employees, contractors or agents who are acting on our behalf or with our authority.

'Person' means either a legal entity or an individual who is at least 18 years of age.

'Premises' means your premises or any other location we provide you with Supply.

'Relevant Law' means any laws, regulations, industry rules, standards and codes of practice applying from time to time in the Emirate of Abu Dhabi.

'Recycled Water' means treated liquid effluent produced by a wastewater treatment system or facility that is suitable for reuse and does not comply with the Water Quality Regulations for human use.

'Supply' means supply of electricity or water or both (as the case may be)

'TAQA Distribution' means Abu Dhabi Distribution Company PJSC, trading as TAQA Distribution.

'Terms and Conditions' means the current terms and conditions applying.

'Third Party Assets' means any equipment, property, device, pipe, wiring or other item not owned or controlled by us.

'Water' means Wholesome Water and/or Recycled Water (as the case may be).

'Wholesome Water' means water that is in compliance with the Water Quality Regulations and is supplied for drinking, washing, cooking or food production.

'Working Day' means a day other than Saturday, Sunday or a public holiday in the public sector in the Emirate of Abu Dhabi.



# **Dealing with Customer Complaints**

Guidelines of the applicable principles

#### Dear Customer

TAQA Distribution's commitment to supplying you with the best services represents the core of its business interests. The following guidelines highlight TAQA Distribution's policy of handling complaints and assure you of getting a response thereto within a maximum period of 2 weeks.

# **Our Complaint Handling System aims to:**

- 1. Ensure that your complaint is dealt with, either through a satisfactory explanation of its causes, or through initiating an immediate action to deal with it alongside with the necessary apology;
- 2. Set a timeline for resolving complaints;
- 3. Investigate the complaint with due transparency and fairness;
- 4. Respect Customer's privacy; and
- 5. Keep the Customer informed with all the related information; and
- 6. Consider complaints as opportunities to improve our performance provided in strict confidentiality in accordance with the Personal Data Protection Law.

# You may submit your complaints to us through any of the following Channels:

- 1. TAQA Distribution Contact Center on the toll-free number 8002332.
- 2. Any of TAQA Distribution offices within the Emirate of Abu Dhabi.
- 3. E-mail: contactcentre@taqadistribution.com
- 4. Contact Abu Dhabi Government toll free at 800555

For further information please log into our website: www.taqadistribution.com

In case you are not satisfied with the solution provided for your complaint, you may approach the DoE to consider your case on the following address Abu Dhabi, PO Box 32800, or log in info@doe.gov.ae.



# **Electricity and Water Saving Tip**

# **Electricity Saving Tips**

- 1. Set your AC thermostat temperature two degrees higher to save energy.
- 2. Clean your air conditioner's filter regularly and perform AC maintenance to help your unit run more efficiently and trim cooling costs.
- 3. Keep doors and windows shut, close curtains or blinds during the hottest part of the day and check window insulations to improve cooling efficiency in your home.
- 4. Turn off your water heater when not needed.
- 5. Consider energy-efficient electrical appliances that offer cycle and load size adjustments when shopping for new appliances.
- 6. Save up to 50% on your lighting costs by using compact fluorescent light bulbs (CFLs) in place of comparable incandescent or halogen bulbs.
- 7. Turn your lights off when you leave a room.
- 8. Turn off appliances when not in use.
- 9. Use your "sleep" and "hibernate" modes when your computer is idle.
- 10. After you are finished cooking or bathing, turn off kitchen, bath and other ventilating fans within 20 minutes.
- 11. Set your refrigerator's temperature to between 3 and 5.5 degrees Celsius, and the freezer between -15 and -18

# Water Saving Tips

1. One bucket of water is enough to wash your car. Using a hosepipe wastes hundreds of litres of water.

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- 2. Use a broom instead of a hosepipe to clean outdoor paved areas. Using a hosepipe wastes hundreds of litres of water.
- 3. Water your garden in the morning or the evening to reduce evaporation and put a layer of mulch around your plants.
- 4. Check your outdoor taps, sprinklers and hoses for leaks.
- 5. Monitor your water bill for unusually high consumption.
- 6. Don't let the water run when washing up and rinsing, fill one sink with wash water and the other with rinse water.
- 7. Soak your pots and pans instead of letting the water run while you scrape them clean.
- 8. Reuse dishwater for watering your houseplants.
- 9. Wash your fruits and vegetables in a pan of water.
- 10. Shorten your shower time by 2 minutes and you will save up to 500 litres per month.
- 11. Save up to 100 litres a month by turning off running water while brushing your teeth.
- 12. Run your clothes washer and dishwasher only for full loads to save water and energy every time.
- 13. Wash your dark clothes in cold water to save water and energy.



Avoid watering your lawn during daytime to minimize evaporation

10 am 6 pm



# **PAYMENT OPTIONS**

A network of payment options now closer to you where you can choose the option that suits you.

# TAQA DISTRIBUTION WEBSITE

Use your credit card (Visa or MasterCard) through TAQA Distribution's safe and secure online payment form at www.taqadistribution.com without any extra charges. Just register with our eservices to use this service.

# ABU DHABI GOVERNMENT WEBSITE

You can make safe and secure online payments of TAQA Distribution bills using your credit card (Visa or MasterCard) if you register at My Abu Dhabi through www.abudhabi.ae

### MAIL

If you choose to mail your payment, please make your cheque or money order payable to TAQA Distribution with your phone number written on the back. You'll find the mailing address on your bill. Remember to please attach the payment slip from the bottom of your bill that contains your account details to your cheque or money order. This is vital for us to allocate your payment to the correct account.

# TAQA DISTRIBUTION CUSTOMER SERVICE CENTERS

You can pay your bill in person by simply presenting your bill and payment at any TAQA Distribution Customer Service Centres.Payments are accepted in cash, or cheque or credit card. For location details of our Customer Service Centres and opening hours ring 8002332 Distribution or email us at contactcentre@taqadistribution.com.

# **EMIRATES POST OFFICES**

You can pay TAQA Distribution bills at any Emirates Post Office across the UAE, seven days a week during Normal Business Hours.

# TAQA DISTRIBUTION KIOSKS

Electronic e-kiosks for water and electricity bills payment have been installed in a number of TAQA Distribution's branches, shopping malls and ADNOC petrol stations across Abu Dhabi city and it is dependencies.

# AUTO-PAY BY CREDIT CARD

If you register with TAQA Distribution Eservice, you can set up an Auto-Pay bill payment option which allows you to make regular, scheduled payments using your credit card. Conveniently you will be able to control your finances by setting automatic deductions on regular basis from your nominated credit card.

# **TAQA DISTRIBUTION TOLL-FREE NUMBER (8002332)**

Call us on 8002332 to pay your TAQA Distribution bill with your credit card using our automatic voice messaging service through our secured online payment channel.



# **BANKS PAYMENT**

Bill amount could be deposited at any of the company's dedicated bank accounts with Abu Dhabi Commercial Bank (ADCB) and First Abu Dhabi Bank (FAB). (This option is OBLIGATORY for companies and OPTIONAL for individuals).

# BANK ATM MACHINES

Bill payments can be made through ATM machines at the TAQA Distribution partner banks. For a full list of TAQA Distribution partner banks, contact 8002332 Distribution or email us at contactcentre@taqadistribution.com. You must have a bank account with a partner bank to use this service.

# **TELE BANKING**

The service is presented to you through phone banking. Please note that you have to be a bank account holder with a partner bank to use this service.

# BANK BILL PAY

TAQA Distribution partner banks offer TAQA Distribution bill payment services to their Customers through internet banking. For more information, check with your bank about this service.

# BANK BILL PAY

It's an easy, convenient way to pay multiple bills through one bank remittance and is most useful. for corporate Customers who have more than 10 bills a month. Multi billed Customers only need to remit the money directly to TAQA Distribution bank account (A/C 0156049436) with First Abu Dhabi Bank, Corniche branch, and then email the payment details to our email address dialygov@taqadistribution.com. Contact 8002332 for more details.

# **EXCHANGE COMPANIES**

Now you can pay your water and electricity bills through the branches of the Lulu International Exchange and Al Ansari Exchange across the UAE. Plans are in the pipeline to include more exchange companies.

# TAQA DISTRIBUTION CUSTOMER SERVICE CENTRE

You can pay your TAQA Distribution bill in cash or cheque instantly by visiting one of our branches. The service is available during Normal Business Hours.