



# PAL Cooling Services LLC

## Standalone District Cooling Services Licence





## Licence Development

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## Part 1 – The Licence

### 1. Grant of Licence

The Department of Energy (“DoE”) hereby grants a District Cooling Services Licence (“Licence”) to **PAL Cooling Services LLC (PAL)** to carry out the activity referred to in Part 1, paragraph 4.

This Licence is granted in exercise of the powers conferred on the DoE by Law No (11) of year 2018 and DC Regulatory Framework in force.

### 2. Conditions of Licence

- a) The Licence is granted subject to the Conditions in Part 2 and for the period referred to the Licence.
- b) The Licence is subject to revocation or modification in accordance with the Law and the DC Regulatory Framework.
- c) The Licence is also subject to revocation or modification in accordance with its terms and Conditions 4 and 6.

### 3. Licence term

- a) This Licence:
  - i) is effective from 28-03-2023; and
  - ii) unless revoked in accordance with the provisions of Condition 4, this Licence shall continue until 31 May 2043 unless it is revoked in accordance with the Law, the DC Regulatory Framework, the provisions of Condition 4, and/or extended in accordance with the provisions of Condition 7.

### 4. Licensed Activity

The activity permitted to be carried out by the Licensee pursuant to this Licence is the provision of **Standalone District Cooling Services** via central DC System in the Authorised Service Area listed in Schedule (1), which comprise:

- a) the generation of Coolant from central DC Plant(s);
- b) the distribution of Coolant to Premises via central DC Network(s); and
- c) the supply and/or sale of Coolant to bulk Customers for District Cooling purposes



in the Authorised Service Area(s) set out in Schedule (1).

## 5. Definitions

The following words and expressions used in this Licence shall have the following meanings:

**Abu Dhabi EHSMS** means the Emirate of Abu Dhabi's Environment, Health and Safety Management System developed in accordance with Chairman of the Executive Council Resolution No (42) of 2009 concerning the Abu Dhabi EHSMS (Resolution No (42) of (2009));

**Affiliate** means in relation to the Licensee, any Holding Company or Subsidiary of the Licensee or any subsidiary of a Holding Company of the Licensee;

**Air Conditioning** means the process of treating air to simultaneously control its temperature, humidity, and cleanliness and distribution of this air to meet the requirements of the conditioned space;

**Approved Range** means the escalation amount, percentage or index specified or referenced in the DC Regulations or any other regulations issued by the DoE in relation to increases in Tariffs, charges or other fees (including those specified in Schedule 3);

**Asset** means:

- a) any asset for the time being forming part of any one or more of the following:
  - i) the Licensee's DC System;
  - ii) any control centre for use in conjunction with any asset referred to in (i) above;or
- b) any legal or beneficial interest in land upon which any asset referred to in (a) above is situated;

**Asset Disposal** means, in respect of any Asset, any sale, gift, lease, licence, loan, mortgage, charge or the grant or perfection of any other encumbrance or the permitting of an encumbrance to subsist or any other disposition to a third party;

**Auditors** means the Licensee's auditors for the time being holding office in accordance with the requirements of the laws of the UAE and it does not include technical assessors appointed under paragraph (3) of Condition 14;

**Authorised Service Area** means the area as shown and described in Schedule 1; being the area in which the Licensee is permitted to carry out the Licensed Activity;



**Authorised Person** means any person (individual or corporate) acting on behalf of the Licensee pursuant to a security power of attorney, assignment or other security document that has received the consent of the DoE;

**Building** means any building and associated structures and facilities constructed or to be constructed by, or on behalf of, Customers;

**Chilled Water** means cool water used in a closed hydronic system (typically chemically treated) for Air Conditioning or process cooling applications;

**Condition** means a condition set out in Part 2 of this Licence, as may be modified by the DoE from time to time;

**Control** means, in respect of a Person, the first Person, by another, the second Person, that the second Person (whether alone or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):

- a) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of the first Person or of any other Person; or
- b) controls or has the power to control the affairs and policies of the first Person or of any other Person which controls the first Person; or
- c) is the parent undertaking of the first Person or of any other Person which controls the first Person; or
- d) possesses or is, or will be at a future date, entitled to acquire:
  - i) Thirty Percent (30%) or more of the share capital or issued share capital of, or of the voting power in, the first Person or any other Person which controls the first Person; or
  - ii) such part of the issued share capital of the first Person or any other Person which controls the first Person as would, if the whole of the income of such Person were in fact distributed, entitle the second Person to receive thirty percent (30%) or more of the amount so distributed; or
  - iii) such rights as would, in the event of the winding up of the first Person or any other Person which controls the first person or in any other circumstances, entitle the second Person to receive thirty percent (30%) or more of the assets of the first Person which would then be available for distribution,

and, for those purposes, there shall be attributed to any Person the rights and powers of:

- a) any nominee of his;



- b) any one or more Persons which he, or he and associates of his, controls; and
- c) any one or more associates of his;

**Coolant** means Chilled Water or any other medium used for the purposes of providing District Cooling services;

**Cooling Energy** means the removal of heat energy, expressed in megawatt-hours cooling or kilowatt-hours cooling;

**Cooling Load** means the rate of removal of heat energy, expressed in megawatts cooling or kilowatts cooling;

**Cooling Tower** means a heat removal device using water to reject heat to the atmosphere and cool the condenser side of a chiller. Cooling Towers use evaporation (latent heat of vaporization) to reject heat from condenser water;

**Current Scale of Charges and Services** means any publication, invoice or guidance prepared and issued by the DoE to the Licensee, identifying the fee structure and charges payable by the Licensee, as revised and amended by the DoE from time to time;

**Customer** means an Entity that includes, but is not limited to an owner of Premises, a Building or an apartment, Unit or other form of segregated accommodation within a Building, or an owners' association in relation to a Building, or an industrial Facility, that, in each case, benefits from Air Conditioning sourced from a DC System, that contracts with the Licensee or its agents and pays and/or is required to financially compensate such Licensee (directly or indirectly) for the provision of District Cooling services;

**DC Customer Care and Supply Code** has the meaning given to that term in paragraph (1) of Condition 18;

**DC Network** means the distribution piping system (including all piping, pumps, valves and fittings) and related equipment to be operated and maintained by the DC Provider for the purposes of transporting Chilled Water from one or more DC Plant(s) or Temporary Plant(s) to Building(s) or to Distribution Pipelines that comprise a portion of DC Retailer Facilities.

**DC Plant** means the plant, including pumping stations, chillers, TES facilities, Cooling Towers, associated electrical substations, emergency power supply equipment, systems control, switchgear, electrical installation auxiliary equipment, piping and other installations and ancillary equipment, used or useful in the production of Cooling Energy and the distribution of Chilled Water, operated and maintained for purposes of supporting the provision of District Cooling Provider services, to be installed on a DC Plot;



**DC Plot** means an area of land on which a DC Plant is to be built and operated;

**DC Provider** means an entity, which generates and distributes Cooling Energy by means of Chilled Water using a DC System in accordance with the provisions of the Law and the DC Regulatory Framework, for the purpose of furnishing DC Provider Services (Standalone) or Integrated DC Services;

**DC Provider Services (Standalone)** means any activity (other than the provision of Integrated DC Services) by a DC Provider related to the generation and distribution of Cooling Energy by means of Chilled Water using one or more DC Plants and the distribution of such Cooling Energy to DC Retailers;

**DC Regulations** means any executive regulations or regulations and codes issued by the DoE pursuant to the Law and related to the District Cooling sector in the Emirate of Abu Dhabi, as may be amended, supplemented or replaced from time to time;

**DC Regulatory Framework** means any DC Regulations any policies, orders, resolutions, decisions, procedures, violations codes, technical codes, guidelines and other determinations as may be made or amended by the DoE in accordance with Law No (11) of 2018;

**DC Retailer** means an Entity which either:

(a) acquires Cooling Energy by means of Chilled Water from a DC Provider for the purpose of resale of such acquired Cooling Energy; or

(b) is a DC Provider licensed to undertake Integrated DC Services that supplies and/or sells Cooling Energy by means of Chilled Water,

in each case, to end-user Customers (either directly or through one or more agents that undertake Customer invoicing, metering and/or billing collection services);

**DC Retail Services** means any activity related to the purchase of Licensed DC Services from a DC Provider where applicable and the supply or sale (either directly or indirectly through one or more agents responsible for invoicing, metering and/or billing collection services) of such acquired Cooling Energy by means of Chilled Water to end-user Customers;

**DC Scheme** means each real-estate development (including a master- development and/or a sub-development) or a group of Buildings within an authorised area that is, or are connected to or served by, or are intended to be connected to or served by, one or more DC Systems;

**DC Services Agreement** means an agreement for the supply, provision, sale or purchase of Cooling Energy by means of Chilled Water from:





- (a) an Offtaker undertaking DC Wholesale Services to an Offtaker or DC Retailer;
- (b) an Offtaker undertaking Integrated DC Services to an end-user Customer; or
- (c) DC Retailer to an end-user Customer;

**DC System** means the equipment (including the DC Plant and the DC Network) comprising a system for the centralized production and distribution of Cooling Energy in the form of Chilled Water from a central chiller plant to multiple Premises through a network of underground pipes;

**Distribution Pipeline** means a pipeline used for transporting Coolant;

**District Cooling** or **DC** means the cooling of facilities through centralized DC Systems and Networks using a cooling medium from the cooling plant producing the cooling energy;

**DoE** means the Department of Energy as established pursuant to Abu Dhabi Law No (11) of 2018 concerning the establishment of the Department of Energy.

**Environmental Policy** means a written policy designed to protect the environment from the effects of the Licensed Activity, together with operational objectives and management arrangements to give effect to such policy, as may be amended from time to time;

**Emergency** means an unforeseen circumstance or combination of circumstances relating to the operation of a DC System or the provision of District Cooling services which calls for immediate action in order to prevent or minimize injury to Persons or property, including the interruption of District Cooling services or a reduction in output from a DC Plant, which such circumstances may be further defined by the DoE and incorporated in the DC Regulatory Framework (including the DC Regulations);

**Entity** means an individual, company, association, society, partnership, corporation, municipality, institution, government organisation, agency or group;

**Facility** means a Building, commercial premises and/or an industrial factory within the Authorised Service Area;

**Further Term** means the period approved by the DoE in accordance with Condition 7 by which the Licence may be extended beyond the term;

**General Assembly** means a general meeting of the shareholders of the Licensee held in accordance with the procedures set out in the Licensee's memorandum and articles of association and any relevant law under which the Licensee was established;

**Health and Safety Policy** means a written policy designed to protect the health and safety of the general public, construction workers and other persons employed directly or indirectly by



the Licensee or allowed to work on or access the Licensee's System by the Licensee from the effects of the Licensed Activity, together with operational objectives and management arrangements to give effect to such policy, as may be amended from time to time;

**Holding Company** means, in relation to the Licensee, any other person that Controls the Licensee;

**Information** shall include any documents, accounts, estimates, returns or reports (whether or not prepared specifically at the request of the DoE) of any description specified by the DoE;

**Integrated DC Services** means any activity related to the generation of Cooling Energy by means of Chilled Water using one or more DC Plants and the distribution, supply and/or sale (either directly or indirectly through one or more agents responsible for invoicing, metering and/or billing collection services) of such Cooling Energy by means of Chilled Water to end-user Customers;

**Kilowatt cooling** or **kWc** means a unit of Cooling Load.

**Kilowatt-hours cooling** or **KWhc** means a unit of Cooling Energy.

**Law** means Law No (11) and Law No (2);

**Law No (2)** means Law No (2) of 1998 concerning the Regulation of the Water and Electricity Sector in the Emirate of Abu Dhabi (as amended from time to time);

**Law No (11)** means Law No (11) of 2018 concerning the establishment of the DoE (as amended from time to time);

**Licence** means the electronically generated licence granted by DoE to undertake a Licensed Activity;

**Licence Term** has the meaning given thereto in paragraph 3 of Part 1 of this Licence;

**Licensed Activity** means, in respect of the Licensee, the activities referred to in paragraph 4 of Part 1 of this Licence;

**Licensee** means the Entity to whom this Licence is granted;

**Megawatt Cooling** or **MWc** means a unit of Cooling Load equal to 1,000 kWc;

**Megawatt-hour Cooling** or **MWhc** means a unit of Cooling Energy equal to 1,000 kWhc;

**Offtaker** means an Entity that owns, operates or manages in bulk, a Building within a DC Scheme that is connected to the DC Network of the relevant DC Scheme pursuant to either an indirect connection (i.e. using one or more heat exchanger stations to transfer Cooling



Energy), or a direct connection (i.e. without the transfer of Cooling Energy through one or more heat exchanger stations);

**Operational Control** means in respect any Asset necessary to undertake the Licensed Activity, that a person has the direct right to control such Asset or direct how such Asset is operated and for the avoidance of doubt Operational Control is relinquished when responsibility for the operation of such Asset, or any substantial part of such operations are sub-contracted by the Licensee to a third party.

**Person** means any person, company, body corporate, establishment, partnership or other entity having an independent legal personality;

**Premises** means any land, Building or structure;

**Related Undertaking** means in relation to the Licensee any undertaking in which the Licensee has a participating interest amounting to thirty percent (30%) or more of such undertaking's share capital or in respect of which the Licensee has the right to appoint a majority of the directors to that undertaking;

**Relevant Legislation** means the Law, the DC Regulatory Framework, and all relevant legislations and directives issued by the Government of the Emirate of Abu Dhabi or UAE, including, but not limited to international treaties that have been recognized by the UAE and given the force of law in the UAE;

**Sector Regulatory Authority** or **SRA** means those authorities as defined in Resolution No (42) of 2009 responsible for developing and monitoring the implementation of the Abu Dhabi EHSMS by all Entities within their relevant sector;

**Self Insurance** means the Licensee's financial capacity to meet any liability to a third party in respect of which the Licensee does not otherwise have insurance cover;

**Subsidiary** means in relation to the Licensee or any Holding Company of the Licensee, an Entity (including a partnership) in respect of which the Licensee or such Holding Company has direct or indirect Control;

**Tariff** means a rate or charge for, or in connection with, the provision of, District Cooling services, for the establishment and maintenance of interconnections with a DC Network, or for maintenance and improvement of all or a part of a DC System which may be assessed by a Licensee in accordance with the DC Regulatory Framework, a Licence condition, an exemption, a regulation or by direction of the DoE;



**Temporary Plant** means a DC Plant providing Chilled Water on a temporary basis until the permanent DC Plant is ready. A Temporary Plant is, subject to the DoE's approval, intended to operate for a maximum of five (5) Years;

**TES** means a technology allowing the storage of Cooling Energy in a thermal medium

**UAE** means the United Arab Emirates;

**Unit** means any defined part of a Building, including an apartment, townhouse, home unit, retail unit, commercial unit or other form of segregated accommodation or dwelling within a Building, which is leased or owned by a Customer;

**Year** means a normal calendar year, being three hundred and sixty five (365) days.

## **6. Interpretation**

For the purpose of this Licence:

- a) where any obligation of the Licensee is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the Licensee fails to comply with that obligation within that time limit;
- b) in construing a Condition, the heading or title of any Condition or paragraph shall be disregarded;
- c) any reference to a numbered Condition or Schedule is a reference to the Condition or Schedule bearing that number or prefix in this Licence and any reference to a numbered paragraph is a reference to the paragraph bearing that number or prefix in this Licence;
- d) any reference to a Schedule is a reference to the relevant Schedule to this Licence;
- e) terms used in this Licence shall unless the context otherwise admits have the same meaning as ascribed to them in the Law and DC Regulatory Framework; and
- f) words in the singular include the plural and those in the plural include the singular.

**GRANTED for and on behalf of the DoE by:**

**Eng. Ahmed Mohamed Al Rumaithi**

Undersecretary



## Part 2 – District Cooling Services Conditions

The Conditions shall apply to the District Cooling Licensed Activity of the Licensee.

### Condition 1 – Compliance

1. In carrying out the Licensed Activity, the Licensee shall comply at all times with the Law, the DC Regulatory Framework, the terms of this Licence, and the Relevant Legislation, respectively.
2. The Licensee shall comply with any directions, instructions, or decisions issued by the DoE in fulfilment of the DoE's duties under the law.
3. The Licensee shall comply with all applicable laws of the UAE, including but not limited to:
  - a) the Law;
  - b) unless expressly consented to by the DoE, the DC Regulatory Framework (including the DC Regulations) issued by the DoE from time to time pursuant to the Law, including with respect to:
    - i) the application of District Cooling in certain Authorised Service Areas;
    - ii) compliance by DC Plants, DC Systems and/or DC Providers with certain technical codes and standards of performance in the provision of District Cooling Services;
    - iii) Tariffs structures, codes and/or schemes; and
    - iv) standard contractual frameworks to be entered into in connection with the provision of District Cooling Services; and
  - c) any applicable codes of practice or standard of performance as may be approved or issued by the DoE in accordance with the Law.
4. The Licensee shall, on an annual basis (or at such other intervals as the DoE may direct from time to time) prepare and submit to the DoE a statement setting out how the Licensee is complying with its obligations under the Law and DC Regulatory Framework (including all regulations issued by the DoE from time to time) and the Conditions in this Licence. Such statement shall set out how the Licensee proposes to continue to comply with any guidance issued by the DoE and applicable standards concerning the Licensed Activity prevailing in the UAE.



5. The DoE may issue consents, derogations or waivers in accordance with the Law relieving the Licensee of its obligation to comply with any regulations (including the DC Regulations) to such extent and on such conditions as may be specified in those consents, derogations or waivers.

### **Condition 2 – Prohibited activities**

1. Unless already separately and expressly consented or licensed by the DoE, the Licensee shall not and shall procure that any Affiliate or Related Undertaking of the Licensee (whether on its own account or in combination with any other) shall not:
  - a) engage in any other regulated activities as described in the Law, except that this paragraph shall not prevent the Licensee from carrying out ancillary activities which shall include:
    - i) storing water for purposes of ensuring adequate flow and pressure in the DC Distribution Pipeline; and
    - ii) treatment or polishing of wastewater or trade effluent for the purposes of using such treated water in the Licensee's DC Plant or DC System.
2. The Licensee shall not without the prior written consent of the DoE carry on any activities other than the Licensed Activity or those other activities necessarily ancillary thereto. The DoE reserves the right to request any information it deems necessary in order to consider an application for the DoE's consent under this Condition.
3. The Licensee may not enter into a subcontract with any Entity, a licensed DC Retailer or agent to conduct all or any Licensed Activity, unless the Licensee obtains the prior written approval of the DoE and provided that the Licensee shall continue to be fully liable for any obligations set out in this Licence or imposed on the Licensee pursuant to the DC Regulatory Framework.
4. The Licensee shall not, without the prior written consent of the DoE, acquire (i) any economic interest, whether by the ownership of shares or otherwise in or (ii) any Asset from, another DC Provider or DC Retailer or a Company carrying out District Cooling activities in the Emirate.

### **Condition 3 – Asset Disposal**

1. The Licensee shall not transfer or agree to transfer any of its Assets and liabilities, or create, or agree to create, any security over any of its Assets without the prior consent



of the DoE. The DoE will issue either general or individual decisions or guidance on which Assets shall be included for the purposes of this Condition 3 as required.

2. Where the Assets of the Licensee are in the form of liabilities, the Licensee shall be prohibited from entering into any agreement under which such liabilities are discharged, released or transferred to another Person without the prior consent of the DoE.
3. The Licensee shall not effect Asset Disposal or relinquish Operational Control over any Asset otherwise than in accordance with this Condition.
4. Save as provided in paragraph 5 of this Condition, the Licensee shall give the DoE at least two (2) months prior written notice of its intention to:
  - a) effect Asset Disposal; or
  - b) relinquish Operational Control over any Asset,and shall provide to the DoE such further information as the DoE may request relating to any one or more of the following:
  - a) the subject Asset;
  - b) the circumstances of such intended Asset Disposal or relinquishment of Operational Control over such Asset.
5. Notwithstanding paragraphs 3 and 4 of this Condition, the Licensee may effect Asset Disposal or relinquish Operational Control over any Asset:
  - a) where:
    - i) the DoE has issued directions for the purposes of this Condition containing a general consent (whether or not subject to conditions) to:
      - A) transactions of a specified description; and/or
      - B) the Asset Disposal or relinquishment of Operational Control over Assets of a specified description; and
    - ii) the transaction or the subject Asset is of a description to which such directions apply and the Asset Disposal or relinquishment of Operational Control is in accordance with any conditions to which the consent is subject;



- b) under such contracts or agreements as may have been designated by the DoE for the purposes of this Condition; or
  - c) where the Asset Disposal or relinquishment of Operational Control over any Asset is required by or under:
    - i) any enactment or subordinate legislation and the enactment or subordinate legislation requires the Licensee to obtain the consent of the DoE to the Asset Disposal or relinquishment of Operational Control; or
    - ii) a transfer scheme.
6. The Licensee may effect Asset Disposal or relinquish Operational Control over any Asset that is specified in any notice given under paragraph 4 of this Condition where:
- a) the DoE confirms in writing that it consents to such Asset Disposal or relinquishment of Operational Control over any Asset (such consent may be made subject to the acceptance by the Licensee or any third party in favour of whom the Asset is proposed to be divested or Operational Control is proposed to be relinquished on such conditions as the DoE may specify); or
  - b) the DoE does not inform the Licensee in writing of any objection to such Asset Disposal or relinquishment of Operational Control within the notice period referred to in paragraph 4 of this Condition.

#### Condition 4 – Licence Revocation and Suspension

1. The DOE may at any time revoke or suspend (in whole or in part) this Licence, by not less than thirty (30) days notice in writing to the Licensee:
- a) if the Licensee agrees in writing with the DoE that this Licence should be revoked;
  - b) if any amount payable under Condition 7 is unpaid thirty (30) days after it has become due and remains unpaid for a period of thirty (30) days after the DoE has given the Licensee notice that the payment is overdue;
  - c) if the Licensee fails to comply with any enforcement action, enforcement order, written warning, administrative penalty or other administrative action pursuant to Articles 10 and 11 of Law No.(11);
  - d) if the Licensee ceases to carry on its business in the Licensed Activity;





- e) if the Licensee:
  - i) has been adjudicated insolvent or if the general assembly passes a resolution to wind up the Licensee;
  - ii) suffers a change in its Control (but excluding any change of Control in the Licensee or Licensee's ultimate Holding Company where such Licensee or Licensee's Holding Company is listed);
- f) on the expiry of the duration of the existence of the Licensee as specified in its memorandum and articles of association; or
- g) on the dissolution of the Licensee by the operation of law on its merger with another entity;
- h) if the Licensee has been in breach of any material provision of the Licence; or
- i) in accordance with the Law and the DC Regulatory Framework in force.

#### **Condition 5 – Licence Transfer**

1. The Licensee or any Authorised Person is hereby authorised to transfer this Licence, subject to paragraphs 2, 3 and 4 of this Condition.
2. This Licence shall not be transferred except with the prior written consent of the DoE.
3. In deciding whether to give its consent under paragraph 2 of this Condition, the DoE shall apply the same criteria as it would apply if it were deciding whether to grant a corresponding licence to the transferee and the DoE may require the transferee to provide the same information as it would require if the transferee were applying for the corresponding licence.
4. A consent under paragraph 2 of this Condition may be given by the DoE subject to compliance by the Licensee with:
  - a) such modifications or other conditions as the DoE considers necessary or expedient for the purpose of protecting the interests of consumers; and
  - b) such incidental or consequential modifications or conditions as it considers necessary or expedient.



### **Condition 6 – Licence Amendments**

1. Without prejudice to any provisions in the Law or in the DC Regulatory Framework in force, this Licence may be modified by DoE as follows:
  - a) The DoE shall provide notice of any licence amendment to the Licensee, containing the proposed amendments to this Licence either by its own motion or following a request from the Licensee;
  - b) Unless otherwise agreed with the Licensee, the Licensee shall have a minimum of one calendar month to review and consider the proposed licence amendments and the DoE shall make itself available to discuss such licence amendments during such time and shall publish a notice on its website inviting any comments on such proposed licence modification;
  - c) Following receipt of any written representations from the Licensee received by the DoE before the end of the review period set out in paragraph b, the DoE will give careful consideration to such representations and may engage in such further consultation with the Licensee as it considers appropriate taking into account the nature, value and complexity of the proposed Licence amendment;
  - d) Following such consultation, the DoE will issue a revised Licence to the Licensee consolidating any such licence amendments; and
  - e) The Licensee may, within one (1) calendar month, object to the revised Licence issued, by writing to the DoE Chairman with reasons and any proposal for alternative licence amendments. The DoE Chairman may in his/her absolute discretion review and consider such representations in good faith and provide a written direction as to any further action that should be taken (if any).
  - f) The Licensee may appeal any DoE decision in accordance with any dispute resolution procedures issued by DoE.

### **Condition 7 – Licence Extension**

1. The Licensee may make an application to the DoE for its approval to extend this Licence for an additional period (“Further Term”).
2. An application to extend the Licence for a Further Term must be submitted by the Licensee not less than three months prior to the end of the term. Applications to extend this Licence must include (but are not limited to):



- a. full details of circumstances leading to application for extension;
  - b. the period of the proposed extension;
  - c. details of the procedures, processes, and systems in place to operate and maintain the Facility for the Further Term; and
  - d. details of any permits, consents, approvals, or similar certificates held or required to be obtained by the Licensee to continue operation of the Facility.
3. The DoE may, at its absolute discretion:
- a. approve, reject, or otherwise determine any application to extend the Licence for a Further Term; and
  - b. set such conditions for the Further Term as it may deem appropriate and necessary.
4. Subject to the DoE receiving, in a timely manner, such information as it may reasonably require from the Licensee, the DoE shall give written notice to the Licensee of its decision in respect of the Licensee's application to extend the Licence for a Further Term not less than twenty eight (28) days from the expiration of the term.
5. The DoE shall give notice of its proposal to extend the Licence, in accordance with the Law.
6. The Licensee will be responsible for any fees incurred or levied by the DoE in accordance with the DoE Current Scale of Charges and Services, in respect of any application for a Further Term, irrespective of the outcome of the application.
7. For the purpose of this Condition:
- a. applications to extend this Licence for a Further Term must be received in full and final form no later than three (3) months prior to the end of the term;
  - b. subject to any conditions arising pursuant to paragraph 3(b) of this Condition, to the extent necessary and with necessary changes made, the Conditions of this Licence shall apply to a Further Term of this Licence granted by the DoE.

#### **Condition 8 – Information, Access and Audit Rights of the DoE**

1. The Licensee shall promptly inform the DoE of any circumstances that result, or are likely to result, in a change in the Information provided to the DoE and shall provide updated Information to the DoE in a timely manner.



2. Without prejudice to the powers of the DoE to call for Information under or pursuant to any other Conditions in this Licence or Relevant Legislation, the Licensee shall, at its own cost, furnish to the DoE such Information as the DoE requires for the purpose of performing the functions assigned to it by or under the Law, including but not limited to:
  - a) statements of charges to Customers for the reporting period since the end of the period covered by the last submission of Information by the Licensee;
  - b) details of any interruption or curtailment of the provision of District Cooling services, if any, including a summary of all breakdowns and repair work for the reporting period;
  - c) surveys and research undertaken in connection with the demand for Cooling Energy, including the characteristics of the demand for Cooling Energy of different classes of Customers;
  - d) reports on performance of the DC System with regard to availability and quality of service;
  - e) reports on performance comparison of the District Cooling services with the conventional Air Conditioning Systems;
  - f) such Information as the DoE may consider necessary in light of these Conditions;
  - g) details of any significant changes to the Licensee DC System and their effect on the provision of the Licensed Activity; and
  - h) details on the safety and security measures implemented.
3. Without prejudice to any Conditions in this Licence or Relevant Legislation, the Licensee shall provide to DoE a copy of its shareholders agreement, articles of association, bylaws, registration and economic certificates and any other documents relevant to its formation and Control. The Licensee must notify the DoE of any material changes in these documents, and any merger, change or restructuring to the capital or shareholding of the Licensee.
4. The DoE may from time to time require the Licensee to appoint independent technical assessors to conduct audits of its compliance with its obligations under this Licence, including its obligation to comply with the DC Regulations, any applicable code of practice or standard of performance.



5. The Licensee shall conduct, or have conducted by such independent third party as the DoE may specify, at its own cost, such audits of the Licensee's financial records, systems or procedures pertaining to the Licensed Activity as the DoE may from time to time require and shall submit to the DoE such reports as the DoE may direct in respect of such audits.

### **Condition 9 – Health and safety**

1. The Licensee shall, taking due account of any guidance issued to it by the DoE and applicable health and safety standards prevailing in the Emirate of Abu Dhabi and the UAE, establish a Health and Safety Policy, together with operational objectives and management arrangements to give effect to such policy.
2. The Licensee shall, regularly and at least annually and otherwise as appropriate, review the Health and Safety Policy, its operational objectives and management arrangements.
3. The Licensee shall, upon the establishment and any material change of the Health and Safety Policy, promptly send to the DoE a copy of the amended policy together with a general description of the operational objectives and management arrangements.
4. The Licensee shall act with regard to the Health and Safety Policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.
5. The DoE may, taking into account the Licensee's overall health and safety performance as determined under paragraph 5 of this Condition, require an in-depth review of the Licensee's Health and Safety Policy, procedures and practices.
6. The Licensee is required to submit official registration number under Abu Dhabi Occupational Health and Safety System managed by Abu Dhabi Public Health Centre (ADPHC), in compliance with Resolution No. (42) of 2009.
7. Any Licensee who is not able to make such registration as envisaged under clause 6 above, may register via DoE, as the SRA for Energy and District Cooling sector.
8. Licensee will be subjected to the OSH governance regulations managed by the DoE as a part of licence conditions and compliance monitoring requirements.



9. Licensee will be responsible to maintain the OSH Certificates issued from DoE and endorsed by ADPHC, through regular inspections and Audits as required in the HSE regulatory guidance and codes.
10. Following any Audits or Inspections the Licensee shall implement the appropriate corrective actions as stipulated in the SRA Management Guide and any other improvements or recommendations specified by DoE.

#### **Condition 10 – Environmental matters**

1. The Licensee shall, taking due account of any guidance issued to the Licensee by the DoE and of any applicable environmental standards prevailing in the Emirate of Abu Dhabi, establish a written Environmental Policy designed to protect the environment from the effect of the Licensed Activity, together with operational objectives and management arrangements to give effect to such policy. The Licensee shall review the policy, the operational objectives and management arrangements periodically and otherwise as appropriate.
2. The Licensee shall, upon the establishment and any material change of them, promptly send the DoE a copy of the amended policy together with a general description of the operational objectives and management arrangements.
3. The Licensee shall act with regard to the policy and operational objectives and use reasonable endeavours to operate the management arrangements effectively.

#### **Condition 11 – Fees**

1. The Licensee shall, at the times stated hereunder, pay to the DoE fees and/or other necessary charges of the amount specified in, or determined under this Condition.
2. In respect of the year beginning on 1 January after the year when the Licence is issued, and in each subsequent year, the Licensee shall pay the Licence fees to the DoE in accordance with any Current Scale of Charges and Services.
3. Such fees and/or charges shall be paid in full by the Licensee to the DoE within one (1) month of the DoE giving notice in writing to the Licensee of its charges.
4. The Licensee must pay fees and/or charges to the DoE in accordance with this Condition and any failure to do so will be a ground for the DoE to suspend and/or revoke the Licence, and/or the imposition of fines and/or administrative sanctions in



accordance with the Law, the DC Regulatory Framework in force, and the terms of this Licence.

### Condition 12 – Insurance

1. The Licensee shall, in respect of its Licensed Activity, maintain insurance (including Self-Insurance) against third party liabilities (including but without limitation, with respect to type, cover, level and identity of insurer) with any modification as may be required pursuant to paragraph 3.
2. The Licensee shall promptly send the DoE a copy of the insurance policy (including details of any Self Insurance) together with a general description of the insurance type, cover, level and the identity of the insurer.
3. Where the DoE notifies the Licensee that the DoE requires any modification of the insurance pursuant to paragraph 1 the Licensee shall, no later than sixty (60) days (or such longer period as the DoE may approve) from the date of the notice, ensure that such modification is made.

### Condition 13 – Tariffs and Charges for Services

1. The Licensee shall ensure compliance with all applicable regulations with respect to Tariffs and charges set forth in the DC Regulatory Framework, DC Regulations or any other Regulations issued by the DoE.
2. Without limitation to paragraph 1 above, the Licensee's proposed Tariffs and charges shall, as a minimum, include the components set forth in the DC Regulations.
3. Without the prior written approval of the DoE, the Licensee shall not increase any Tariffs, fees and/or charges previously approved by the DoE except in compliance with the requirements forth in the DC Regulations.
4. Where the Licensee requires the DoE consent pursuant to paragraph 3 above, the Licensee shall:
  - a) notify the DoE at least three (3) months in advance of the proposed commencement of any proposed Tariff, fee or charge increase in excess of the Approved Range; and
  - b) not implement any Tariff, fee or charge increase before receiving the DoE's written consent.



5. The DoE shall endeavour to inform the Licensee in writing of its decision under paragraphs 3 and 4 within thirty (30) working days upon the Licensee submitting all relevant information to the DoE.
6. The Licensee shall publish on its website or otherwise publish in such manner as the DoE may require the Licensee's Tariff (and each separate Tariff component as outlined in paragraph 2 above), charges and fees approved by the DoE.
7. The Licensee shall publish statements, in a form approved by the DoE, setting out the basis upon which the fees and charges for District Cooling services will be levied for each DC Scheme served by a DC System of the Licensee, with such detail as shall be necessary to enable any Customer within the relevant DC Scheme to ascertain the fees and charges to which he would become liable for the provision of such District Cooling services.

#### **Condition 14 – Separate Accounts for Separate DC Systems and DC Schemes**

1. The first financial year of the Licensee shall be from the Effective Date to 31 December of the year when the Licence is issued and thereafter, each financial year shall run from 1 January to 31 December.
2. The remaining paragraphs of this Condition apply for the purpose of ensuring that with effect from 1 January 2023 the Licensee maintains accounting and reporting arrangements which enable separate accounts to be prepared for and show the financial affairs of:
  - a) the Licensed Activity which relates to serving a particular DC Scheme from a DC System;
  - b) the Licensed Activity undertaken using the DC Systems in aggregate;  
and
  - c) the businesses and activities of the Licensee in aggregate,and those accounts to be prepared in accordance with accounting standards approved from time to time by the DoE.
3. The Licensee shall, in respect of the Licensed Activity:
  - a) keep or cause to be kept for the period of ten (10) Years and in the manner referred to in this Condition separate accounting records in respect of:





- (i) the Licensed Activity which relates to serving a particular DC Scheme from a DC System; and
- (ii) the Licensed Activity undertaken using the DC Systems in aggregate;

in each case, in accordance with such reasonable accounting policies as the DoE may from time to time prescribe or impose;

- b) prepare, on a consistent basis from such accounting records, accounting statements comprising a profit and loss account, a balance sheet and a statement of cash flow, together with notes thereto, and showing separately in respect of:
  - (i) each Licensed Activity which relates to serving a particular DC Scheme from a DC System; and
  - (ii) the Licensed Activity undertaken using the DC Systems in aggregate,

and in appropriate detail the amounts of any revenue, cost, asset, liability, reserve or provision;

- c) procure, in respect of the accounting statements prepared in accordance with this Condition, a report by the Auditors of the Licensee addressed to the DoE stating whether in their opinion those statements have been properly prepared in accordance with this Condition and give a true and fair view of revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to:
  - (i) the Licensed Activity which relates to serving a particular DC Scheme from a DC System; and
  - (ii) the Licensed Activity undertaken using the DC Systems in aggregate;
- d) deliver to the DoE a copy of the accounting statements required to be prepared by this Condition together with the Auditors' report referred to in sub-paragraph (c) above as soon as reasonably practicable and in any event no later than five (5) months after the end of the period to which they relate.

4. Accounting statements prepared under paragraph 3(b) shall, so far as reasonably practicable and unless otherwise approved by the DoE having regard to the purposes of this Condition:

- a) have the same content and format as the annual accounts of the Licensee



- prepared in accordance with applicable law;
- b) conform to generally accepted accounting practices in the Emirate of Abu Dhabi or such other standards as may be notified to the Licensee by the DoE from time to time; and
  - c) state the accounting policies adopted.
5. The Licensee shall:
- a) in respect of its financial affairs keep and prepare such accounts and accounting statements for, and as at the end of, each financial year as would be required by the laws of the Emirate of Abu Dhabi to be kept by the Licensee if the Licensee was a company which was not a Subsidiary of any other company and which did not have any Subsidiaries; and
  - b) procure, in relation to such accounting statements, a report of the Auditors of the Licensee addressed to the DoE, and deliver a copy of such accounting statements together with the auditor's report to the DoE, in conformity with the requirements of sub-paragraphs (c) and (d) of paragraph 2 of this Condition, which shall apply mutatis mutandis to this paragraph.
6. The Licensee shall not be required to prepare and/or maintain separate accounts in accordance with this Condition to the extent that the DoE has otherwise issued a derogation in accordance with the Law permitting the Licensee's non-compliance with such requirement.

#### **Condition 15 – Confidential Information**

1. The Licensee shall take reasonable measures to ensure that all information received by it relating to the Licensed Activity:
- a) is kept confidential by the Licensee except as otherwise permitted by the DoE, this Licence, or any applicable code of practice, and that access to such confidential information is provided only, and as is necessary for the due performance of their lawful functions, to directors, officers and employees of the Licensee, or to an agent of the Licensee that has agreed in writing to observe this requirement of confidentiality;
  - b) is not used by the Licensee for any purpose other than that for which it was provided or for a purpose permitted by this Licence, or any applicable code of



practice; and

- c) is not used by the Licensee for any commercial advantage in the provision of any service other than a service comprised in the Licensed Activity.
2. The Licensee shall take such other action, including complying with restrictions upon the transfer, engagement, or re-engagement of employees, as the DoE may from time to time require to ensure the information acquired by it in connection with the Licensed Activity is, except as otherwise permitted by the DoE, this Licence, or any applicable code of practice, kept confidential by the Licensee and not dealt with in a manner which may restrict, distort or prevent competition in any of the industries to which it provides its services.
  3. Nothing in this Condition shall be construed as requiring the Licensee to keep confidential any information that is or becomes generally and publicly available other than as a result of a breach by the Licensee of paragraph 1 or 2 of this Condition.

#### **Condition 16 – Fair-dealing**

1. In the provision of:
  - a) a supply of services comprised within the Licensed Activity to any Customer; and
  - b) the terms offered or agreed (including price or for the carrying out of works) for connection to the Licensee's DC System,

the Licensee shall not unduly discriminate as between any Persons or class or classes of similarly situated Persons.

2. The Licensee shall purchase or otherwise acquire all plant, materials and services, having regard to the quantity and nature of those matters which are required by it to discharge its obligations, and to the diversity, number and reliability thereof, from the most economical sources available to it at the time of purchase or other acquisition.
3. The Licensee shall ensure that it transacts on an arms' length basis with all parties including its Affiliates and Related Undertakings and in accordance with paragraph 4 below.
4. In determining whether any such agreement or arrangement is on an arm's length basis, the DoE shall have regard to whether:



- a) the price and other terms affecting the financial value of the agreement or arrangement are in accordance with the market value based on the then current trends and practices to be ascertained by an independent qualified person to be appointed by the Licensee at its own cost and approved by the DoE;
  - b) the parties are contracting freely and independently of each other;
  - c) there is any special relationship between the parties; and
  - d) the terms are made on a “willing buyer and willing seller” basis given the circumstances surrounding the agreement or arrangement, as the case may be.
5. The Licensee shall ensure that no cross-subsidy from the Licensed Activity covered by this Licence is given to another separate non-regulated business owned by the Licensee, an Affiliate, any other Related Undertaking or any third party (and similarly that no cross-subsidy is received by such regulated activities covered by this Licence).
6. The Licensee shall not in giving any information required under this Licence, the Law or any Regulations or in making an application for a Licence, make, prepare, attest to or certify, orally or in writing, any representation or statement that it knows to be false in a material manner, or to be calculated to mislead.

#### **Condition 17 – Investigation of Offences**

1. The Licensee shall monitor its activities with respect to compliance with this Licence and shall report any suspected non-compliance to the DoE.
2. Where the Licensee reports a suspected non-compliance by itself or requests the DoE to institute proceedings against any Person for contravening a provision of Relevant Legislation in relation to the Licensed Activity, the Licensee shall furnish to the DoE as soon as reasonably practicable:
  - a) a full investigation report on the suspected non-compliance or contravention; and
  - b) all relevant information and evidence in the possession or control of the Licensee for the prosecution and conviction of the suspect (if any).
3. Where the DoE receives any information from any person other than the Licensee indicating that an offence under Relevant Legislation may have been committed in respect of activities of, or property belonging to or managed by the Licensee, the DoE may inform



the Licensee of such information and the Licensee shall furnish to the DoE as soon as reasonably practicable:

- a) a full investigation report on the suspected offence; and
  - b) all relevant information and evidence in the possession or control of the Licensee for the prosecution and conviction of the suspect.
4. The Licensee and its directors and officers shall give full assistance and co-operation to the DoE and its prosecuting officer or counsel in connection with any proceedings arising from paragraphs 1 through 3 of this Condition.
5. The Licensee must provide DoE access to all premises of the Licensee and the information therein to enable the DoE to perform its duty (including investigation of offences) in accordance with the Law, the DC Regulatory Framework in force and the terms of this Licence.

#### **Condition 18 – Customer Care and Supply Code**

1. The Licensee shall within three (3) months from the Effective Date, prepare and submit to the DoE for its approval and, following approval, implement and adhere to, a code of practice (the **DC Customer Care and Supply Code**) meeting the requirements of applicable DC Regulatory Framework (including the DC Regulations), which shall, as a minimum include section headings and general and specific content more particularly described in Schedule 2 (Minimum Requirements of DC Customer Care and Supply Code) of this Licence.
2. The Licensee shall make arrangements for Persons occupying residential Premises who are elderly, disabled or chronically sick by which special services in the following respects can be made available where appropriate (and reflect this in the DC Customer Care and Supply Code):
  - a) where practicable, providing special controls for meters and repositioning meters;
  - b) providing special means of identifying officers authorised by the Licensee; and
  - c) giving advice on the most productive use of Cooling Energy.
3. The Licensee shall, whenever requested to do so by the DoE, review the policies, procedures, performance standards and methods established in the DC Customer Care and Supply Code, and the manner in which any such policy, procedure,



performance scheme and/or method has been operated or implemented, with a view to determining whether any modification should be made to it or to the manner of its operation or implementation.

4. In establishing the DC Customer Care and Supply Code and in carrying out any review (including in accordance with paragraph 2), the Licensee shall consult with Customers and shall have regard to any representations made about the procedure or the manner in which it is likely to be or (as the case may be) has been operated.
5. The Licensee shall submit the DC Customer Care and Supply Code and any revision of it, which (after consultation with Customers in accordance with paragraph 3) is proposed to be made, to the DoE for its approval.
6. The Licensee shall provide to the DoE such information as the DoE may require from time to time for the purpose of establishing whether or not the Licensee's overall performance meets the performance standards established in the DC Customer Care and Supply Code.
7. To the extent that the Licensee's methods for dealing with Customers in default of their obligations to pay for Cooling Energy, as set out in the DC Customer Care and Supply Code, are approved by the DoE, the Licensee shall not, without the consent of the DoE, make any substantial changes with respect to such adopted methods.
8. The Licensee shall produce to the DoE a copy of any customer database or provide access to such database established in accordance with the approved DC Customer Care and Supply Code at any time within fourteen (14) days of a notice from the DoE requiring sight of a copy or such access.
9. The Licensee shall:
  - a) send a copy of the DC Customer Care and Supply Code and any revision of it (in each case, after it has been approved by the DoE) to the DoE;
  - b) publish a copy of the current DC Customer Care and Supply Code (as from time to time revised) on its website or provide this by email to any Customer who so requests it (and provide this free of charge in hard copy to any Customer mentioned in paragraph 2 above upon their request).; and
  - c) provide details on the Licensee's bills as to how to access or obtain the DC Customer Care and Supply Code.
10. The DC Customer Care and Supply Code shall be produced and published in the



Arabic and the English languages.

11. In the event of a dispute relating to the DC Customer Care and Supply Code between the Licensee and Customer or in cases when a complaint is referred to the DoE, the DoE may issue a binding decision to the parties to resolve the dispute in accordance with the Law and the DC Regulatory Framework in force. In all cases, the Licensee shall cooperate fully with the DoE for the prompt resolution of Customer complaints.

#### **Condition 19 – Payment and Disconnection**

1. Before a supply of District Cooling services to residential Premises is disconnected in accordance with the DC Customer Care and Supply Code adopted by the Licensee following approval by the DoE, the Licensee shall make reasonable attempts to contact (i) the occupier and (where applicable) (ii) the owner (in each case by letter or email, by phone and by text message) with a view to agreeing a payment arrangement, failing which the Licensee may take steps to disconnect the supply of District Cooling services.
2. The Licensee shall not, without prior DoE written consent, disconnect:
  - a) any residential Premises or refuse to supply the same with Cooling Energy during the months of June to September (inclusive); and
  - b) any hospital or other centre for the disabled, elderly or sick or refuse to supply the same with Cooling Energy at any time.

#### **Condition 20 – Contracts**

1. The Licensee shall, if requested by the DoE, submit for review by the DoE copies of proposed (and, if requested by the DoE, executed) contracts, including concession or franchise agreements, master cooling agreements, EPC or other construction contracts for DC Systems, operation and maintenance contracts with operators of DC Systems and any DC Services Agreements.
2. Each Licensee shall:
  - a) to the extent that it enters into a Retail Transaction with residential Customers; or
  - b) to the extent that it enters into DC Services Agreement with a DC Retailer that enters into a Retail Transaction with residential Customers,

ensure that it incorporates and does not deviate in any respect from the prescribed minimum



contractual terms of the applicable DC Services Agreement issued by the DoE pursuant to the DC Regulations (the “**Minimum CSA Terms**”).

3. The Licensee shall, promptly upon receipt of a direction from the DoE that its DC Services Agreement either fails to incorporate or deviates in any material respect from the Minimum CSA Terms, promptly amend the relevant DC Services Agreement referred to in such direction to the extent possible in order to comply with the DoE’s request.
4. The Licensee shall, to the extent that it enters into a Retail Transaction with residential Customers, supply every residential Customer who is not a Customer supplied by the Licensee on the Effective Date, and only on the basis, of the relevant terms and conditions that comply with the Minimum CSA Terms, as developed in accordance with the Customer Care and Supply Code approved by the DoE.
5. The Licensee shall whenever requested to do so by the DoE or shall as otherwise required pursuant to the Customer Care and Supply Code approved by the DoE, review the DC Services Agreement established in accordance with this Condition and the manner in which those DC Services Agreement have been operated, with a view to determining whether any modifications should be made to them or any of them or the manner of their operation. Any modification which may be made to such terms and conditions, or any of them, shall require the prior written approval of the DoE.

#### **Condition 21 – Performance Standards (only for DC Retail Services)**

1. The Licensee shall conduct the part of its Licensed Activity comprising the sale of Cooling Energy to Customers, Customer meter reading, Customer billing, bill collection and maintenance of Customer records in the manner which it reasonably considers to be best calculated to achieve any standards of overall performance or standards of performance in connection with the promotion of the efficient use of District Cooling by Customers as set out in any regulations issued by the DoE from time to time.





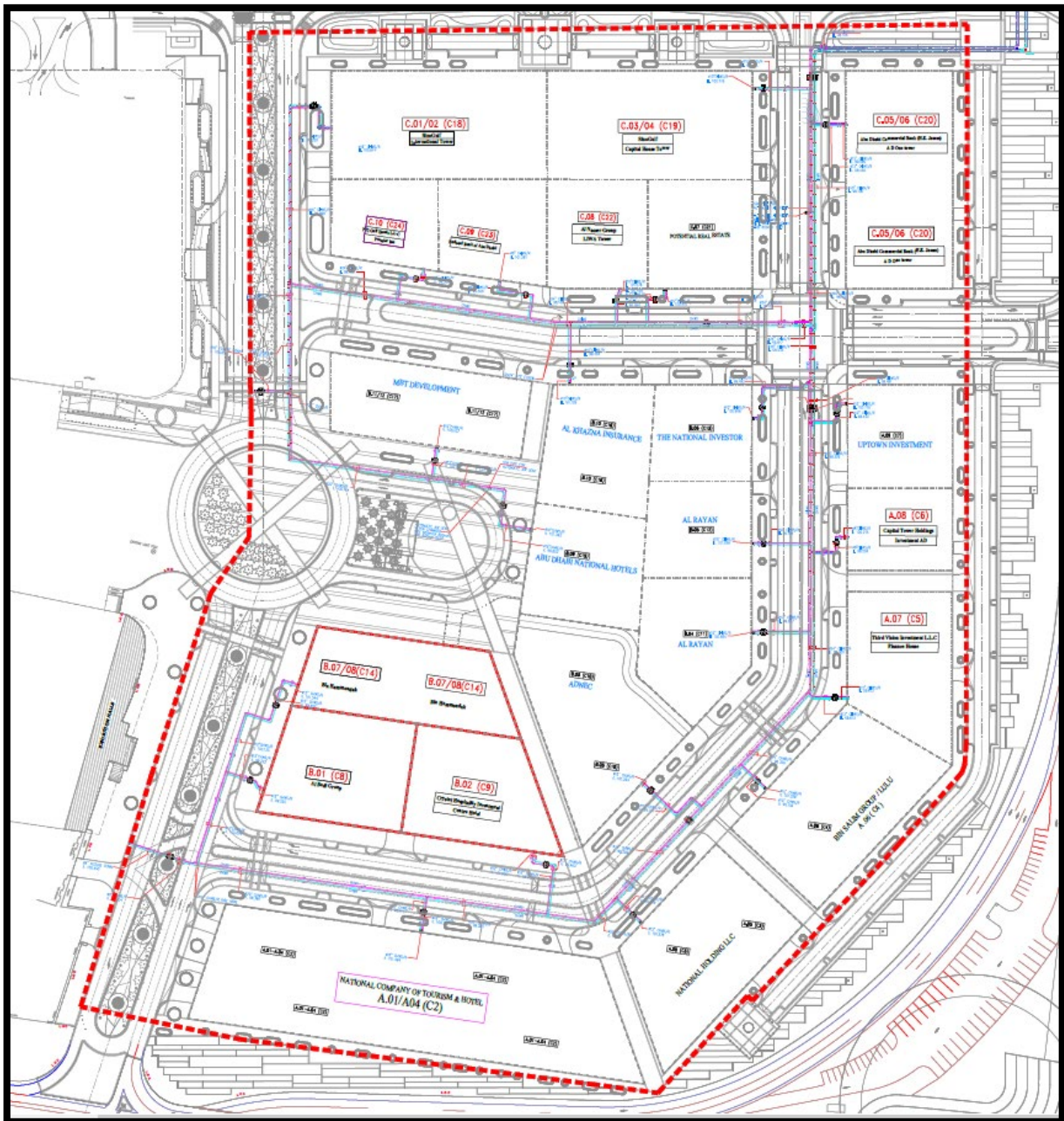
## Schedule 1 - Authorised Service Area and DC Scheme

### Part 1 - Detailed Information of DC Scheme 1:

<b>Licensee:</b>	PAL ADNEC DC Scheme
<b>Referenced authorized service area:</b>	[161576 m <sup>2</sup> ]
<b>Number of DC plants:</b>	1 DC plant
<b>Ultimate Licensed Capacity of DC plant(s):</b>	25,000 RT (ultimate installed gross capacity)
<b>Installed capacity of DC plant(s):</b>	20,000 RT
<b>Concession Effective Date:</b>	05 February 2013
<b>Operation start date: (if different from above)</b>	June 2013
<b>Concession End Date:</b>	31/05/2043



Part 2 – Location Map of the regulated activities:





## **Schedule 2 – Minimum Requirements of DC Customer Care and Supply Code**

### **Part 1 – General Layout of DC Customer Care and Supply Code**

1. Approval and cover page, with effective date
2. Introduction
  - a) Any specific introductions relating to the Licensee
  - b) Introduction of departments etc.
3. Amendments / Change log
  - a) Contains changes and amendments to previous version of document  
(preferably table format)
4. Scope
5. References
6. Terms and Definitions
7. Guiding Principles
  - a) Visibility
  - b) Accessibility
  - c) Responsiveness
  - d) Objectivity
  - e) Charges
  - f) Confidentiality
  - g) Customer focused approach
  - h) Accountability
  - i) Continual Improvement
8. Framework
  - a) Purpose
  - b) Policy Statement
  - c) Responsibility and Authority
9. Owners and contributors list (by title)
10. Interfaces
  - a) Internal (including interactions between the Licensee and the DoE)
  - b) External
11. List Inputs and Outputs
  - a) What are the forms/templates etc. needed to start procedure
  - b) What are the outputs (specifying response times and the periods within which it is intended that different descriptions of complaint should be processed and resolved)



12. KPIs

- a) Definition
- b) Calculation methodology
- c) Scope and timings to calculate KPI
- d) Calculation frequency

13. Forms and Templates

- a) Forms and templates needed for procedure.
- b) Appendix of these forms/templates should be added.

14. Reporting Mechanism

- a) How are the data and KPI captured
- b) How is this reported to the DoE
- c) Who are the entities reported to
- d) The template of reporting needs to be attached as an annex

15. Frequency of Document Review

- a) How often is document and procedure reviewed
- b) Justification for that frequency

16. Links to customer service and other standards if applicable

17. Fees and Charges

- a) Are there any fees and charges involved within the procedure

18. Process maps

- a) Include different process maps and explanation of stages and sub processes (e.g. for each compliant category there needs to be a clear process map of the stages and the departments the complaint will go through clearly highlighting roles, responsibilities and process owners and timeline).
- b) They should reflect automated and 3<sup>rd</sup> party services and communication/interfacing strategies

19. Define sub processes

- a) highlighting roles, responsibilities and process owners and timelines
- b) Identify work instructions for each stage within process

20. Communication Plan

- a) Internal and external awareness plan for changes, updates etc.

**Part 2 – Specific Content to be included in DC Customer Care and Supply Code**

1. Standards of performance with respect to the part of its Licensed Activity comprising the sale of Cooling Energy to Customers, Customer meter reading, Customer billing,



bill collection and maintenance of Customer records, which, as a minimum shall:

- a) identify the standards of overall performance to which Licensee shall be obliged to adhere from time to time;
  - b) state the standards of performance in relation to specific matters to which it shall be required to adhere from time to time;
  - c) specify the financial compensation which the Licensee shall make to Customers in the event that the standards of performance referred to in sub-paragraph (ii) above are not complied with;
  - d) require the Licensee to publish in such manner as the DoE may direct statistics identifying the extent to which its performance meets, or fails to meet, the performance standards established for it pursuant to the DC Customer Care and Supply Code; and
  - e) specify the criteria to be used to establish whether or not overall performance is in accordance with the performance standards set for it by the DoE in the approved DC Customer Care and Supply Code;
2. Arrangements for dealing with, and special services available to, Persons occupying residential Premises who are elderly, disabled or chronically sick, including:
- a) procedures for making available, where appropriate, special controls for meters and repositioning meters;
  - b) providing special means of identifying officers authorised by the Licensee, and giving advice on the use of Cooling Energy; and
  - c) any charges made or to be made;
3. Procedures for payment of District Cooling service bills by Customers occupying residential Premises, including appropriate guidance for the assistance of such Customers who may have difficulty in paying such bills;
4. Methods for dealing with Customers who, through misfortune or inability to cope with Cooling Energy supplied for residential use on credit terms, incur obligations to pay for Cooling Energy so supplied which they find difficulty in discharging including, in particular, methods for:
- a) distinguishing such residential Customers from others in default;
  - b) detecting failures by such Customers to comply with arrangements



- entered into for paying by instalments charges for Cooling Energy supplied; and
- c) making such arrangements so as to take into account the Customer's ability to comply with them;
5. Procedure for ascertaining, with the assistance of other Persons or organisations, the ability of Customers to comply with such arrangements;
  6. Guidance to Customers to enable them to make informed judgements on the most efficient and productive use of Cooling Energy supplied to them;
  7. List of the different categories of Customer supplied or to be supplied with Cooling Energy by Licensee;
  8. Standard terms and conditions of supply in respect of each category of Customer, which shall incorporate, and not deviate in any respect from, any minimum mandatory terms and conditions of supply prescribed by the DoE pursuant to Regulations issued or approved by the DoE;
  9. Procedure for the Licensee to review the standard terms and conditions of supply established in accordance with Regulations and this Licence, and to record and report to the DoE on the manner in which those terms and conditions have been operated, with a view to assisting the DoE in determining whether any modifications should be made to them or any of them or the manner of their operation;
  10. Provisions explaining its policy in relation to Customers that it is permitted to disconnect and re-connect, including procedure which the Licensee will follow before it disconnects a supply of Cooling Energy to any residential Premises;
  11. Procedure for the maintenance of an accurate database of premises which are connected to the Licensee's DC System, which as a minimum shall contain:
    - a) the address of the relevant premises;
    - b) the name and address of the Customer who is supplied with District Cooling services at the relevant premises; and
    - c) the class of Customer for tariff purposes into which the Customer falls for the purpose of Condition 6 of the Licence; and
  12. Complaints handling procedure, which shall as a minimum include reasonable detail with respect to the manner in which the Licensee conducts its Licensed Activity.