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 ADDC 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 Department of Energy (“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 or water or both, 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

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

ADDC may use the security deposit to recover any amount owed to ADDC by the Customer due to a failure by the Customer to pay his/her electricity or water bill within the required time period. ADDC 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.

ADDC 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

ADDC will charge the customer for all electricity and water consumption that ADDC 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 customer’s Meter. Where it has not been possible to read the customer Meter, then ADDC will estimate the bill based on the customer’s historic consumption or other relevant reference information.

Details of ADDC’s charges are available on its website (www.addc.ae) or in its branch offices.

The customer shall pay for the supply of electricity and water based on the prevailing tariff rates. ADDC may modify tariff rates or any other charges as per the approved schedule published by The Distribution Companies from time to time for the relevant category. If there is any change to the Charges ADDC will seek to inform the customer in reasonable time before any changes.

The customer shall be responsible for reviewing his/her monthly bill details and in case of any discrepancies or dispute he/she shall notify ADDC.
8. Bills and Payment

ADDC 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 his/her 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 his/her bill, published on ADDC’s website and in branch.

In the event that a Customer is experiencing payment difficulties, then, in ADDC’s sole discretion, ADDC 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 ADDC can 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 your ADDC bills on time could adversely affect your credit record maintained by Etihad Credit Bureau. Any bank fees incurred by ADDC in connection with a rejected cheque will be credited to a Customer’s account.

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

ADDC 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 his bill on the reverse of his bill, at our branch offices, by visiting our website or contacting our call centre.

The Customer may select a preferred payment method each time he makes 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 ADDC (due to historic non-payment issues), then such customer shall set up a direct debit arrangement with ADDC.

10. Payment Difficulties

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

11. Contacting ADDC

The Customer may contact ADDC to discuss Service or any other products or service offered by ADDC. The available communication channels and the related information is available on ADDC’s website (ADDC.ae).

12. Other Services

ADDC 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 – ADDC 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
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amount in the event you cancel your tenancy contract early. You should refer any queries on Municipality Fees to the relevant Municipality.

13. VAT

ADDC 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 will be implemented on ADDC services as of 1 January 2018 at the rate of 5%. The amount of VAT paid will be shown separately on each Customer bill.

14. When ADDC Can Disconnect

(a) ADDC 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 ADDC may disconnect the Supply if:

(i) we need to protect your health and safety, or the health and safety of our Representative or the general public or prevent damage to property;
(ii) you fail to pay your bill by Bill Due Date and you have not made special arrangements with us to pay your bill;
(iii) we have proof that there has been tampering with a Meter or the Fittings on your Premises;
(iv) 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;
(v) you ask us to disconnect your Supply;
(vi) 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;
(vii) we are required to by a Court Order, to comply with a direction given by a competent authority or by any Relevant Law;
(viii) we end the Agreement in accordance with Clause 355.

(b) There may be other circumstances when we may disconnect your Supply. Please see our Code of Practice on Disconnection for more details.

(c) ADDC 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 ADDC disconnect the Supply because of non-payment, ADDC will reconnect the Supply, if the customer:

(a) Settled all his outstanding amounts with ADDC; or
(b) agree on a special payment arrangement or payment plan with ADDC; and
(c) Pay 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 ADDC 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 his Supply will become part of the Agreement.

(b) If customer request ADDC to make a change to his Supply, customer must pay the applicable charges related to:

(i) reviewing customer application to make a change; and
(ii) if ADDC approve customer application, any change ADDC’s makes to your Supply as a result.

17. What Customer Are Responsible For
Customers are responsible for:

(a) paying your bill on time;

(b) making sure that we have safe and reasonably easy access to our Meter and Fittings at your Premises (including any ADDC appointed contractors, sub-contractors, employees or agents);

(c) complying with all Relevant Laws relating to you and your Supply;

(d) inform 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 ADDC if you require Special Services from ADDC (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, licences or approvals (including renewed trade licences);

(h) if customer are the owner of the Premises:
   (i) making sure that all Fittings on your side of the Connection Point to your Premises are safe and comply with all Relevant Laws;
   (ii) ensuring only a licensed electrical contractor does electrical work on your Premises and Fittings on your side of the Connection Point to your Premises.

(g) if customer is not the owner of the Premises, telling ADDC if the owner has not made safe any Fittings past the Connection Point on his Premises which are not safe or has not complied with any Relevant Laws after you have told the owner about such things;

(h) Promptly reply to queries in order for them to provide you with the best possible service;

(i) telling us if:
   (i) you have not received a bill from us for over a month;
   (ii) you think there is a mistake on your bill;
   (iii) 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 ADDC 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.

(g) Use any other source of supply that may adversely affect our network without written notification to ADDC.

19. If Customer Are a Landlord or Owner

(a) If customer are a landlord:

   (i) 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;
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(ii) you must not ask us to disconnect Supply to your tenant’s premises while they have a valid lease agreement with you;

(iii) 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;

(iv) 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 Are 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;

(d) you must not accept responsibility for someone else’s Supply account.

21. If Customer Breach The Agreement

For any breach of clauses under the Agreement, ADDC 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;

(e) claim payment from customer for any damage or loss occurred due to this.

22. Liability for Breaches

Without limiting ADDC’s rights, if ADDC become liable to any third Person as a result of a breach by the Customer of the Agreement, customer must repay ADDC for the full amount of our liability and costs ADDC incur.

23. Protection of Customer’s Sensitive Equipment

Supply interruptions and voltage and frequency fluctuations can occur outside ADDC control and can damage sensitive electrical appliances. It is customer’s responsibility to protect his sensitive equipment. ADDC 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 his or her Premises.

24. Supply Through Third Party

There are times when ADDC may Supply to customer through Third Party Assets. For example, if Customer lives in or has Premises in a high rise building ADDC 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 ADDC needs to use Third Party Assets to Supply customer, ADDC 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 ADDC Supply to customer.
25. Interruptions in Supply

(a) There are times when ADDC may need to interrupt customer Supply:

(i) to maintain, repair or change equipment or the network;
(ii) to connect Supply to another person;
(iii) because of an emergency or to manage loads;
(iv) for health and safety reasons;
(v) to upgrade or protect Supply to you or others;
(vi) to avoid danger to people or property;
(vii) to take care of or protect the network;
(viii) to deal with an Event Beyond Our Control.

(b) The customer must advise ADDC 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. ADDC 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 ADDC plan to interrupt customer Supply, ADDC will give at least 2 calendar days notice before they do. If customer Supply is interrupted because of an emergency ADDC will give whatever notice is reasonable in the circumstances.

27. Metering

The customer need a Meter on his Premises to measure how much water or electricity or both ADDC Supply to him. Unless otherwise agreed in writing, ADDC 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 he or she can approach ADDC for a Meter check request. Customer will be informed at the time of making such request what the Meter check applicable charges are:

- Meter Not Faulty - If ADDC check the Meter and find that it the Meter is not faulty, ADDC will charge the Customer for checking the Meter as per the applicable charges.
- Meter Faulty – on occasion, the Meter may not to be working properly (i.e. it is faulty) ADDC 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) ADDC has a right and regulatory obligations to access ADDC’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 ADDC has safe and fairly easy access to your Premises to install, read, test, service or replace ADDC’s Meter.

(b) Under this Agreement, the Customer has agreed to grant necessary access to ADDC’s Meter located on the Customer’s premises. The Customer shall provide and facilitate access by ADDC, including obtaining any entry permission and approval required for ADDC’s staff/representative access.

(c) Under this Agreement, Customer has also agreed to permit access to Customer Premises in order to:

(i) restore Supply in your area because of an unplanned interruption;
(ii) protect or prevent danger or damage to people or property;
(iii) remove any Meters, Fittings, or other equipment;
(iv) do research about the demand for water and electricity.

(b) Our Representatives will carry proper identification at all times when entering your Premises on our behalf. You may contact ADDC Call Centre if you have any questions or need to check authorizations for access.
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(c) ADDC will not be responsible for any delay or interruption in Supply if the Customer delays in granting access authorization.

30. Events Beyond Customer or ADDC Control

If either of ADDC 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 ADDC in the first instance. ADDC 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 ADDC’s Complaint Handling Procedure then the Customer may ask for an independent review of the matter by the Department of Energy. Please see ADDC Complaint Handling Procedure that is published on its website (ADDC.ae) for more information; or visit DoE website for more information related to the appeal complaint procedures (www.doe.gov.ae).

32. ADDC Liability to Customer if Things Go Wrong

(a) If, through ADDC lack of care, customer property is damaged and ADDC ought to have expected that the damage was reasonably likely if ADDC did not take care, then ADDC will pay the costs of either repairing or replacing the damaged property, dependable on ADDC’s choice.

(b) ADDC will not be liable to a Customer for any other loss or damage if:

(i) ADDC breach any obligation ADDC owe to Customer for any other reason;

(ii) caused by another Person being careless or not doing what he must do; or

(iii) caused by an Event Beyond Control.

(c) If, for any reason ADDC cannot rely on the above to exclude ADDC liability, then ADDC liability will be limited to:

(i) AED 30,000 for any single event or series of related events occurring on a network system; or

(ii) 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 ADDC liability in respect of property damage does not apply if, through ADDC lack of care, customer or anyone at customer’s premises with his consent is injured or killed.

33. Changes to the Agreement

ADDC may make changes to this Agreement from time to time. ADDC will give customer at least 30 days prior notice of any changes to the Agreement. ADDC 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 ADDC 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 ADDC instructions to close your account in writing or by phoning ADDC contact centre or via service request on ADDC website;

(b) complete ADDC account clearance process; and

(c) settle any outstanding sums due for Supply.

35. How ADDC May End The Agreement
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If the customer does not meet his obligations under the Agreement, ADDC may disconnect his service. If ADDC do, ADDC 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 ADDC may end this Agreement immediately.

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

ADDC may also end this Agreement if the customer does not provide ADDC with any Essential Information ADDC ask for.

36. If ADDC End The Agreement

If ADDC end this Agreement, ADDC may, if ADDC 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 ADDC are entitled to keep customer deposit, if any, to cover amounts he owes to ADDC or until ADDC need to provide the customer with a refund;

(b) Clause 8, Bills and Payment, to the extent it relates to amounts the customer owe ADDC but not yet paid by him;

(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 his responsibility for breaches;

(d) Clause 29, Access to Customer Premises, to the extent necessary for ADDC to take final readings and to remove our equipment;

(e) Clause 32, ADDC 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 ADDC 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 and the laws of the Emirate of Abu Dhabi. The Customer and ADDC 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 ADDC and will continue until it is ended by the Customer in accordance with Clause 34 or ended by ADDC in accordance with Clauses 35 and 36.

40. Disclosure of information

The Customer agrees that ADDC may share Customer information with:

(i) ADDC’s employees, agents and/or professional advisors;

(ii) other companies within ADDC’s group of companies (including any parent or subsidiary companies of such parent company);

(iii) other third party contractors who provide services to ADDC which require the processing of customer information;

(iv) relevant authorities upon request; or

(v) other third party payment providers who provide services that may be of interest to customer.

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

41. Fines

ADDC is the sole legal distribution of water and electricity and electricity services to the residency of the Emirate of Abu Dhabi, with exception of Al Ain area, as per Law No (2) of 1998 Concerning the Regulation of the Water and electricity
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Sector in the Emirate. To be provided with the said services, applicants must agree to abide by the following terms and conditions:

1. Customer agrees to pay water and electricity consumption bills on monthly basis using one of the agreed different payment channels. A fine of AED 50 (Fifty) 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 of AED 100 (One hundred) will be applied.

2. Customer agrees not to changes, modify or manipulate any of ADDC’s assets. A fine of AED 10,000 (Ten thousand) will be levied on him for committing any of the previous violation besides estimated consumption fees for the period of manipulation.

3. Customer agrees not supply others with the services, from after meter point, without consulting ADDC, otherwise a fine of AED 5000 (Five thousand) will be levied on him besides estimated consumption fees and any costs of other damages.

4. Customer agrees not to supply other with the services, before the meter point, without consulting ADDC, otherwise a fine of AED 10000 (Ten thousand) will be levied on him besides estimated consumption fees and any cost of other damages.

5. Customer agrees not to reconnect services without consulting ADDC, otherwise a fine of 100 (One thousand) will be levied on him, deposit confiscation and payment of all other dues.

6. Customer agrees to ensure that Clearance Certificate has been issued at the end of his tenancy contract, otherwise he will be charged fees of any future consumption or fines levied on the same account.

7. No request will be accepted from the same account after the tenancy contract has been cancelled.

8. ADDC reserves the right to disconnect services from account/s of the customer who fail to abide by the aforementioned terms and conditions.

9. The customer undertakes to update all his personal details mentioned in this agreement and to bear any consequences in case he fail do so.

10. Customer agrees to pay the deposit of any new services account as per ADWEA’s fees regulations.

11. The Agent shall present the original notarized Power of Attorney.

42. Solar Rooftop Installations

A Customer may install a rooftop solar system at his/her 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 ADDC websites). Where a Customer has installed such a system, the Customer should notify ADDC and ADDC will be 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 his authorized 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 his/her heirs or beneficiaries may request the transfer of his/her 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

‘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 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 Bureau 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.

‘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 connected to a Meter, stop valve or other isolating device on our water supply network.

‘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.

‘EIBOR’ means the Emirates Interbank Offer Interest Rate published by the UAE Central Bank.

‘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 Abu Dhabi or UAE laws, regulations or directives.

‘Event Beyond Control’ means an event or circumstance that is beyond either Customer or ADDC control and includes (but is not limited to) floods, hurricanes, earthquakes, lightning strikes, fires, transmission faults, lack of electricity generation or water production and labour 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 we will install or have installed at your Premises to measure the quantity of electricity or water or both we Supply to you.

‘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 ADDC 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 Sunday to Thursday 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.

‘Supply’ means supply of electricity or water or both (as the case may be) and any associated services.

‘Terms and Conditions’ means the current terms and conditions applying to the Agreement at any given time.

‘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 a Friday, a Saturday or a public holiday in the public sector in the Emirate of Abu Dhabi.

DISCUSSION DRAFT – 31 MAY 2018. To be effective from 1 July 2018 so that customers are provided with 30 days notice as per Clause 33