



مكتب التنظيم والرقابة لقطاع الكهرباء و المياه
RSB FOR ELECTRICITY & WATER

**REGULATORY AND SUPERVISORY BUREAU FOR THE
ELECTRICITY AND WATER SECTOR**

**REGULATIONS FOR DISTRICT COOLING PURSUANT TO
EXECUTIVE COUNCIL RESOLUTION (6) OF 2021**

**RD04d: MINIMUM REQUIREMENTS FOR SUB METERING SERVICE
AGREEMENTS**

Version history

Issue #	Modification	ISSUED	APPROVED	DATE
0.1	First Issue	J. Grinnell	R. Alaileh	31/01/2025

1. Scope and Application

- a. The Sub-Metering Service Agreement (SSA) is a contractual agreement wherein a Building Manager engages a Billing Service Provider to deliver Billing Services.
- b. The purpose of this document is to ensure that essential aspects of the Billing Service are explicitly defined in the Sub-Metering Service Agreement, with responsibilities for the service's continued delivery and maintenance clearly assigned to ensure uninterrupted service to Units.
- c. This document sets out the minimum requirements that must be included in Sub-Metering Service Agreements between Billing Service Providers and Building Managers. These minimum requirements also apply to Billing Services provided in Single Building Systems.
- d. Within six (6) months of the date this regulation comes into force, existing SSA must be amended where they are inconsistent with these minimum requirements.
- e. Termination or suspension of the SSA must be immediately notified to the RSB by the BSP.
- f. The RSB may reject, revoke or suspend a permit or a Billing Service under a permit if:
 - i. the SSA does not comply with these minimum requirements;
 - ii. the SSA is terminated;
 - iii. the Billing Services under an SSA are suspended; or
 - iv. there is a contractual dispute between the Building Manager and a BSP concerning an SSA.
- g. The Building Manager must ensure at all times that a valid SSA with a permitted BSP is in place. Failure to do so will result prohibiting the collection of any District Cooling Service charges during the period where no valid SSA is in place.
- h. This document applies to any Billing Service permitted by RSB.

2. Definitions

Terms not specifically defined in this document shall carry the meanings assigned to them in Executive Council Resolution (6) of 2021 Regulating the Provision of District Cooling Services in Dubai.

Billing Agent – an entity permitted to provide Billing Services in accordance with the Resolution.

Billing Service Provider (BSP)– a District Cooling Service Provider or a Billing Agent as the case may be.

Building – a stand-alone structure comprised of one or more Units.

Building Manager – the entity in control of the administration and operation of the Building and its assets including the Building’s cooling system. This may be the developer, the property manager, the Building owner or in the case of jointly owned properties, any other person approved by RERA.

Customer – has the meaning given to it in the Resolution.

District Cooling Service – The activity related to generating, distributing, selling, or billing cooling energy including cooling services provided in Single Building Systems.

Master Meter – an energy meter used for measuring energy transfer from a District Cooling System to a Building.

Metering Equipment - refers to the equipment used to measure thermal energy transferred in the cooling system, including ancillary equipment such as isolation valves, communication modules and data storage systems.

Resolution – Executive Council Resolution (6) of 2021 Regulating the Provision of District Cooling Services in the Emirate of Dubai.

RSB – the Regulatory and Supervisory Bureau for the electricity and water sector.

Single Building System - a Building’s cooling system comprising an in-building (on premise) chiller plant, and where Building’s Units are charged for District Cooling Services on the basis of the volume of chilled water provided measured by a Sub-Meter.

Sub-Meter – an energy meter used for measuring energy transfer from a Unit.

Sub-Metering Service Agreement (SSA) – an agreement between a Building Manager and a Billing Service Provider, for the provision Billing Services to Units in a Building served by District Cooling Services.

Unit – a designated part of a Building recognized on the real property register or a single ownership dwelling such as a residential villa.

3. Minimum requirements for inclusion in the SSA



- a. In respect of maintaining Metering Equipment, the SSA must:
 - i. include an explicit provision that the Building Manager must facilitate access to any Sub-Meters and/or Metering Equipment for the purposes of maintaining Metering Equipment, including instances where the Metering Equipment is inside the Unit.
 - ii. allocate responsibility for ensuring that Metering Equipment used or useful in the provision of Billing Services complies with all applicable regulations and standards including *RD06: Metering and Billing*.
 - iii. identify the frequency of periodic inspection of Sub-Meters to be carried out by the BSP, and the retention period of the inspection records.
 - iv. set out a process for identifying and logging details of any faults with Metering Equipment and raising them to the attention of the Building Manager for repair or replacement. The process must include timescales by which the Building Manager will authorize or procure the repair or replacement of the faulty Sub-Meter. Where the Billing Service Provider is accountable for repair or replacement, a timescale by which such repair or replacement is to be completed, must also be included.

- b. In respect of the billing cycle, the SSA must:
 - i. place accountability on the BSP to carry out accurate, timely, monthly reading of all meters in accordance with the applicable regulations and best industry practice. Specifically, readings must be validated to ensure they are logical and that no errors are contained in the Sub-Meter reading.
 - ii. specify which day(s) of the month meter readings are to be taken.
 - iii. set out the process to be adopted when preparing and issuing bills to Customers. In setting out this process the SSA must commit both parties to ensure that bills reflect Sub-Meter readings unless the Sub-Meter has been shown to be faulty.
 - iv. define the terms such as timings for remittances from the BSP to the Building Manager. The terms must also include the details for the calculation of such remittances including, but not limited to, the collection rates and debt age-profiling.
 - v. define the processes for audit of monthly or annual account(s) and for closure of accounts.

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- vi. oblige the BSP to carry out regular reconciliation of Unit accounts to ensure that payments received are accurately recorded and accounted for, and that any discrepancies are promptly investigated and resolved.
 - vii. define the process to be followed when managing the collection of payments from Customers, including sending payment reminders, processing received payments, and managing overdue accounts in accordance with the RD02 and other relevant regulations.
- c. On maintaining the register of Customers, the SSA must:
- i. identify the responsibility of the Building Manager to provide to the BSP all available Billing Services information to enable the BSP to carry out the Billing Services, including but not limited to Customers' information, statement of accounts, inspection and replacement reports.
 - ii. define the process to be followed when updating the register of Customers for the purposes of providing Billing Services. The process must detail the notice to be issued by the Building Manager to the BSP informing him when there is a change of Customer in a Unit due to change of ownership, occupancy, or otherwise.
 - iii. ensure that customer data is protected and only used for the purposes of carrying out the Billing Services.
- d. On the reconciliation of District Cooling bills, the SSA must:
- i. grant the BSP access to the Sub-Meters, as well as the Master Meter(s), for the purposes of reconciling total consumption.
 - ii. provide all necessary information for the reconciliation of the contracted capacity between the Building and its Units.
- e. On the schedule of prices, the SSA must:
- i. ensure that the Billing Service fee and other ancillary charges including security deposits are approved in accordance with *RD10: Tariffs, Charges, and Fees*.
 - ii. ensure that security deposits collected from Customers to be returned to the Customer within five (5) working days of the conclusion of the billing agreement.

- f. On other administrative aspects, the SSA must:
- i. warrant that the Building Manager has the authority to allow Billing Service for the Building, and that the occupants are made aware of their obligations in this regard, either in the sales and purchase agreements or rental contracts.
 - ii. define the terms for dispute resolution as negotiated and agreed between the parties.
 - iii. define the governing language to be English.
 - iv. allow for effective novation of the agreement to any new Building Manager.
 - v. ensure that confidentiality clauses do not restrain access to billing information from either party, nor prevent provision of information to RSB.
 - vi. safeguard the limits of liability for each party as negotiated.
 - vii. allow for insurance to be held by both parties on typical commercial terms.
 - viii. include a condition precedent that the SSA shall not take effect unless and until the BSP obtains RSB permit to carry out the Billing Service in the Building. Failure to satisfy this condition shall render the SSA null and void.
 - ix. include a provision that the BSP must maintain the RSB permit in good standing throughout the term of the SSA. Failure of BSP to maintain a valid RSB permit shall be reason for termination of the SSA.
 - x. clearly state the term of the agreement together with notification requirements on each party for termination or renewal.
 - xi. allow for either party to terminate the agreement in the event of non-performance or material breach of terms. The notice period must be no less than two months to allow sufficient time for onboarding of new BSP and ensure continuity of service to Customers.
 - xii. include clear obligations and process for handing over Billing Services materials to the Building Manager or new BSP in case of SSA termination, including but not limited to Customers' information, statement of accounts, deposits, collected fees and charges, inspection and replacement reports, and audit reports.