



مكتب التنظيم و الرقابة
Regulation & Supervision Bureau

Development Licence

The Zoo & Aquarium Public Institution in Al Ain

Sewerage, Wastewater Treatment and Disposal Licence

13 July 2017

ED/L07/112

Revision 1

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water, wastewater and electricity sector of the Emirate of Abu Dhabi

Document	Approved by	Recipients of controlled copies
ED/L07/112	Director General	The Zoo & Aquarium Public Institution in Al Ain Bureau

The Zoo & Aquarium Public Institution in Al Ain

Sewerage, Wastewater Treatment and Disposal Licence

Licence ED/L07/112 - Revision (1)

Amended on 13 July 2017

The Zoo & Aquarium Public Institution in Al Ain - Sewerage, Wastewater Treatment and Disposal Licence					
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Licence development

Previous Issues

Document No. ED/L07/112, Issue No. 1 Rev (0), Issue Date 26 December 2015.

Changes in issue No. 1 Revision (1), Issue Date 13 July 2017

In accordance with the meeting held at the RSB offices on 23rd of May 2017 to notify and seek approval from the licensee on the RSB intention to modify certain conditions and terms of this licence related to Health, Safety and Environment, and approval letter received from Al Ain on 6th of June 2017, we have modified condition 7 & 12

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Sewerage, Wastewater Treatment and Disposal Licence

Part 1 – The Licence

1. Grant of Licence

The Bureau hereby grants a Sewerage, Wastewater Treatment and Disposal licence (“**Licence**”) to the Zoo & Aquarium Public Institution in Al Ain to carry out the activities referred to in Part 1, paragraph 4.

This Licence is granted in exercise of the powers conferred on the Bureau by Article (82) of Law No (2).

2. Conditions of Licence

This Licence is granted subject to the Conditions in Part 2 of this Licence and for the term referred to in Part 1, paragraph 3.

This Licence is subject to modification in accordance with its terms or with Law No (2).

This Licence is subject to revocation in accordance with Condition 10.

3. Licence term

This Licence:

- a) is effective from 26 December 2015; and
- b) unless revoked in accordance with the provisions of Condition 10,

This Licence shall continue until 25 December 2020 upon which date it will expire.

4. Licensed Activities

The activities permitted to be carried out by the licensee pursuant to this Licence in respect of the Facility at the Site are:

- a) Sewerage;
- b) Wastewater Treatment; and
- c) Disposal.

5. Definitions

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

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;

Asset means any asset for the time being forming part of the Relevant System and any legal or beneficial interest in land upon which any of the foregoing is situate;

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

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 Bureau pursuant to Article (127) of Law No (2);

Biosolids means the treated solid waste produced from the Wastewater Treatment System;

Bureau means the Regulation and Supervision Bureau for the Water, Wastewater and Electricity Sector as established under Law No (2);

Compliance Notice means a notice to comply, notice of breach, notice to rectify and respective compliance, release or discharge notice, court order and such similar compliance notice from any relevant authority or court of competent jurisdiction;

Condition means a condition set out in Part 2 of this Licence, as may be modified 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) 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 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 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;

Current Scale of Charges and Services means the publication prepared and issued by the Bureau to all Licensed Operators, identifying the fee structure and charges for all licence holders, as revised and amended by the Bureau from time to time;

Developer means the developer specified in Schedule 1;

Development means the development specified in Schedule 1;

Disposal means the safe and sustainable disposal, recycling or sale of various products produced from the Wastewater Treatment System, including but not limited to Recycled Water and Biosolids;

Disposal Activities means the authorised activities of the Licensee or any affiliate or Related Undertaking in the regulated activity of disposing of Recycled Water and Biosolids;

Disposal System means the system consisting (wholly or mainly) of pipes, pumping stations, tankers, and other plant and equipment owned or operated by the Licensee and used for Disposal;

Facility means the sewage treatment plant and associated ancillary services installed by the Developer at the Site to provide sewerage services for the Development;

Further Term means the period approved by the Bureau (in accordance with Condition 14) 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;

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Grey Water means Wastewater sourced solely from baths, showers, hand basins and domestic laundries;

Health, Safety and Environment Plan means documented procedures to define the environment, health and safety risks, hazards and controls which are designed to be incorporated on a project/site or facility for the duration of its operations;

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

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;

Licensed Activities means the activities permitted to be carried out by the Licensee pursuant to the terms of this Licence;

Licensee means the Person to whom this Licence is granted;

Wastewater Flow Monitoring Code of Practice means the Code of Practice for Wastewater Flow Monitoring;

Operational Code means a code of that name required by the Bureau to be prepared by the Licensee and approved by the Bureau;

Operational Control means the direct control by the Licensee over the performance of the Licensed Activities, and for the avoidance of doubt Operational Control is relinquished when responsibility for performance of the Licensed Activities, or any substantial part thereof, is 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;

Recycled Water means the effluent from the Wastewater Treatment System;

Related Undertaking means in relation to the Licensee any undertaking in which the Licensee has a participating interest amounting to 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 System means any or all of the Sewerage System, the Wastewater Treatment System and the Disposal System;

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;

Sewerage means the connection of premises to the Sewerage System and the transportation of wastewater from premises or customers to the Wastewater Treatment System;

Sewerage Activities means the authorised activities of the Licensee or any Affiliate or Related Undertaking in the regulated activity of collection and transfer of wastewater;

Sewerage System means the system consisting (wholly or mainly) of sewerage pipes, pumping stations, tankers and other plant and equipment owned or operated by the Licensee and used for the transportation of wastewater from the Facility to the Wastewater Treatment System;

Site means the site of the Facility marked out in red on the site plan of the Development shown at Schedule 2;

Trade Effluent means any Wastewater discharged to a sewerage system which is produced in the course of any industrial, commercial, agricultural, medical, scientific or trade activity, but does not include domestic Wastewater.

Wastewater means the water-borne wastes generated by any domestic, commercial or industrial activity including Grey Water and Trade Effluent.

Wastewater Treatment means the reception of wastewater from the Sewerage System, the treatment of such wastewater and delivery of the resulting products and by-products to the Disposal System;

Wastewater Treatment Activities means the authorised activities of the Licensee or any Affiliate or Related Undertaking in the regulated activity of treatment and processing of wastewater;

Wastewater Treatment System means the system consisting (wholly or mainly) of pipes, pumping stations, tankers, and other plant and equipment owned or operated by the Licensee and used for the Wastewater Treatment; and

UAE means the United Arab Emirates.

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 or paragraph, the heading or title of any Condition or paragraph shall be disregarded;
- c) unless the context otherwise admits, any reference to a numbered Condition is a reference to the Condition bearing that number or prefix in this Licence and any reference to a paragraph is to the paragraph bearing that number or prefix in the Condition in which the reference occurs;
- d) any reference to a Schedule is a reference to the relevant Schedule in this Licence;
- e) terms used in this Licence shall unless the context otherwise admits have the same meaning as ascribed to them in Law No (2); and
- f) words in the singular include the plural and those in the plural include the singular.

Granted by

Saif Saeed Al Qubaisi
Director General
Regulation and Supervision Bureau

Part 2 – Sewerage, Wastewater Treatment and Disposal Conditions

The Conditions in this Part 2 shall apply to the Licensed Activities forming the Sewerage Activities, the Wastewater Treatment Activities and the Disposal Activities of the Licensee.

Condition 1 – Compliance

1. In carrying out the Licensed Activities, the Licensee shall comply with the terms of this Licence and Law No (2) at all times.

Condition 2 – Prohibited activities

1. Without consent in writing of the Bureau, 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 Law No (2);
 - b) introduce charges or otherwise derive commercial benefit from the Licensed Activities; or
 - c) hold any economic interest, whether by the ownership of shares or otherwise, in entities which, on their own account or in combination with other entities, provide more in aggregate than 25% of the wastewater treatment capacity of the treatment facilities in the Emirate of Abu Dhabi.

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Condition 3 – Compliance with Operational Codes and Wastewater Flow Monitoring Code of Practice

1. The Licensee shall comply with the provisions of any Operational Code and Wastewater Flow Monitoring Code of Practice in so far as applicable to it.
2. The Bureau may issue directions relieving the Licensee of its obligations under paragraph 1 in respect of such parts of any Operational Code or Wastewater Flow Monitoring Code of Practice and to such extent as may be specified in any such directions.

Condition 4 – Asset Disposal

1. The Licensee shall not affect Asset Disposal or relinquish Operational Control over any Asset otherwise than in accordance with this Condition.
2. Save as provided in paragraph 3 of this Condition, the Licensee shall give the Bureau at least two 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 Bureau such further information as the Bureau may request relating to any one or more of the following:
 - c) the subject Asset;
 - d) the circumstances of such intended Asset Disposal or relinquishment of Operational Control over such Asset.
3. Notwithstanding paragraphs 1 and 2 of this Condition, the Licensee may effect Asset Disposal or relinquish Operational Control over any Asset:
 - a) where:
 - i) the Bureau 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 Bureau 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 Bureau to the Asset Disposal or relinquishment of Operational Control; or
 - ii) a transfer scheme.
4. The Licensee may effect Asset Disposal or relinquish Operational Control over any Asset that is specified in any notice given under paragraph 2 of this Condition where:

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- a) the Bureau 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 Bureau may specify);
or
- b) the Bureau 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 2 of this Condition.

Condition 5 – Provision of Information to the Bureau

1. Subject to paragraph 2 of this Condition, the Licensee shall submit to the Bureau, in such manner and at such times as the Bureau may require, such Information and shall procure and submit to it such reports, as the Bureau may consider necessary in light of the Conditions or as it may require for the purpose of performing the functions assigned or transferred to it by or under Law No (2).
2. Without prejudice to the generality of paragraph 1 of this Condition, the Bureau may call for the submission of accounting Information.

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Condition 6 – Insurance against third party liability

1. In respect of the Licensed Activities, the Licensee shall maintain insurance (including any Self Insurance) against third party liability (including, but without limitation, with respect to insurance type, cover, level and the identity of the insurer) with any modifications as may be required pursuant to paragraph 5 of this Condition.
2. The Licensee shall promptly send the Bureau 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. Except as otherwise agreed by the Bureau, the Licensee shall ensure that every insurance policy (other than any Self Insurance), maintained pursuant to paragraph 1 of this Condition, bears an endorsement that 30 days' notice shall be given to the Bureau, by the insurer (or the insurance broker), of any lapse or cancellation of the insurance policy.
4. The Licensee shall review the insurance policy (including any Self Insurance) against third party liability annually and otherwise as may be appropriate, and promptly send a copy of any updated or amended insurance policy to the Bureau.
5. The Bureau may notify the Licensee that it requires a modification to the insurance policy (including any Self Insurance) and the Licensee shall ensure that such a modification is made within 60 days of receipt of the notice from the Bureau unless a longer period is agreed with the Bureau.

Condition 7 – Health, Safety and Environment

1. Taking due account of any guidance issued to it by the Bureau and applicable health, safety and environmental standards prevailing in the Emirate of Abu Dhabi and the UAE (including the requirements pursuant to Condition 12.2), the Licensee shall, establish a site-specific Health, Safety and Environment Plan, together with operational objectives and management arrangements to give effect to such plan.
2. The Licensee shall, regularly and at least annually and otherwise as appropriate, review the site-specific Health, Safety and Environment Plan, its operational objectives and management arrangements.
3. The Licensee shall, upon the establishment and any material change of the site-specific Health, Safety and Environment Plan, promptly send the Bureau a copy of the amended plan together with a general description of the operational objectives and management arrangements.
4. The Licensee shall act with regard to the site-specific Health, Safety and Environment Plan and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.
5. The Licensee's site-specific Health, Safety and Environment Plan, procedures and practice will be subject to an annual audit in accordance with the Bureau's Health, Safety and Environmental requirements. The Bureau may also choose to undertake an unplanned inspection at any time.
6. Following this audit the Licensee will be expected to implement any improvement action required. This will then be monitored by the Bureau.
7. The Bureau may, taking into account the Licensee's overall health, safety and environmental performance as determined under Paragraph 5 of this Condition, require an in-depth review of the Licensee's Health, Safety and Environment Plan.

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Condition 8 – Fees

1. The Licensee shall, at the times stated hereunder, pay to the Bureau 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 2016 and in each subsequent year, the Licensee shall pay the Licence fees to the Bureau in accordance with its Current Scale of Charges and Services.
3. Such fees and/or charges shall be paid by the Licensee to the Bureau within one month of the Bureau giving notice in writing to the Licensee of its charges.
4. It is noted that under Law No (2) the Bureau is a separate legal personality with an independent budget and is funded by the payment of fees and/or charges by those persons awarded licences pursuant to Law No (2). Fees and charges collected by the Bureau are a necessary part of its operations as they enable it to maintain an independent revenue source.
5. Accordingly, the Licensee must pay fees and/or charges to the Bureau in accordance with this Condition and any failure to do so will be a ground for the Bureau to revoke the Licence under Condition 10.

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Condition 9 – Regulations

1. The Licensee shall comply with all regulations issued by the Bureau pursuant to Law No (2) in so far as applicable.

Condition 10 – Revocation

1. The Bureau may at any time revoke this Licence by giving at least 30 days prior written notice to the Licensee:
 - a) if the Licensee agrees in writing with the Bureau that this Licence should be revoked;
 - b) if any amount payable under Condition 8 of this Licence is unpaid 30 days after it has become due and remains unpaid for a period of 30 days after the Bureau has given the Licensee notice that the payment is overdue;
 - c) if the Licensee breaches any Condition of this Licence;
 - d) if any information provided by the Licensee pursuant to this Licence or in its application for this Licence is found to be false or misleading;
 - e) if the Licensee fails to comply with:
 - i) a preliminary order made by the Bureau pursuant to Article (107) of Law No (2); or
 - ii) a final order made by the Bureau pursuant to Article (106) of Law No (2); or
 - iii) an order which has been confirmed by the Bureau pursuant to Article (109) of Law No (2),
and such failure is not rectified to the satisfaction of the Bureau within three months after the Bureau has given notice to the Licensee, provided that no notice shall be given by the Bureau before the expiration of a reasonable period within which an application under Article (121) of Law No (2) could be made questioning the validity of a final or preliminary order or before the proceedings relating to any such application are finally determined;
 - f) if the Licensee ceases to carry on the Licensed Activities permitted by this Licence;
 - g) if the Licensee:
 - i) becomes insolvent or if the General Assembly passes a resolution to wind up the Licensee or if the Licensee suffers a loss of 50% of the share capital and a resolution to wind up the Licensee is passed by the shareholders representing at least 25% of the share capital of the Licensee;
 - ii) suffers a change in Control;
 - h) if the Licensee is convicted of having committed an offence under Law No (2) in making its application for this Licence;

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- i) on expiry of the duration of the existence of the Licensee as specified in its memorandum and articles of association; or
 - j) on the dissolution of the Licensee by the operation of Law No (2) or any other applicable law in the UAE on its merger with another entity.
2. Any notice issued pursuant to paragraph 1 of this Condition shall specify:
- a) the basis upon which the Bureau is revoking this Licence; and
 - b) the date upon which the revocation will take effect.
3. For the purpose of paragraph 1(g) (ii) of this Condition there is a change in the Control of the Licensee whenever a Person obtains Control of the Licensee who did not have Control of the Licensee when this Licence was granted.

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Condition 11 – Avoidance of public nuisance

1. The Licensee shall take all reasonable measures to plan, design, construct, operate and maintain the Relevant System so as to minimise public nuisances such as wastewater floods and odour emissions arising from the Licensed Activities.
2. The Licensee shall keep a record of all complaints associated with public nuisance.
3. The Licensee shall take all necessary steps (in an efficient and timely manner) to remedy such complaints under paragraph 2 of this Condition.
4. The Licensee shall furnish the Bureau with such information as to matters relating to compliance with this Condition as the Bureau may from time to time direct.

Condition 12 – Controls on Use of Water

1. The Licensee shall ensure safe discharge or transfer of the Recycled Water to the point of their use or disposal.
2. In compliance with any applicable Regulations and any site-specific Health, Safety and Environment Plan, the Licensee must:
 - a) ensure that Legionella risk is covered in any applicable internal procedures (and these are updated) in order to control against this risk;
 - b) proactively take steps to raise employee awareness of the Legionella risk and the control measures put in place by any applicable health or regulatory authorities (including the Bureau, HAAD etc); and
 - c) take all other necessary measures to eliminate the risks of Legionella bacteria in Recycled Water. These measures should include identifying and assessing sources of risks, preparing a scheme to prevent or control Legionella risks, implementing, managing and monitoring precautions and keeping records of precautions.
3. The Licensee may sell the Recycled Water to any person for their use pursuant to paragraph 1 of this Condition 12 and in accordance with the provisions of the Law at such cost-reflective tariffs as approved by the Bureau from time to time.
4. The Licensee shall furnish the Bureau with such information as to matters relating to compliance with this Condition 12 as the Bureau may from time to time direct or request.

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Condition 13 – Transfer of Licence

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 Bureau.
3. In deciding whether to give its consent under paragraph 2 of this Condition, the Bureau shall apply the same criteria as it would apply if it were deciding whether to grant a corresponding licence to the transferee and the Bureau 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 Bureau subject to compliance by the Licensee with:
 - a) such modifications or other conditions as the Bureau 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.

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Condition 14 – Extension of Licence term

1. The Licensee may make an application to the Bureau for its approval to extend this Licence for a Further Term.
2. An application to extend the Licence for a Further Term must be submitted in writing 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;
 - 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;
 - e) details of any Compliance Notice arising from or related to the operation or maintenance of the Facility; and,
 - f) where the Licensee is not the Developer, a letter of “No Objection” from the Developer to the Licensee’s application to extend this Licence for a Further Term.
3. The Bureau 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 Bureau receiving, in a timely manner, such information as it may reasonably require from the Licensee, the Bureau 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 28 days from the expiration of the term.
5. The Bureau shall give notice of its proposal to extend the Licence, in accordance with Article (84) of Law No (2).
6. The Licensee will be responsible for any fees incurred or levied by the Bureau in accordance with the Bureau’s 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 months prior to the end of the term;

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- 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 Bureau.

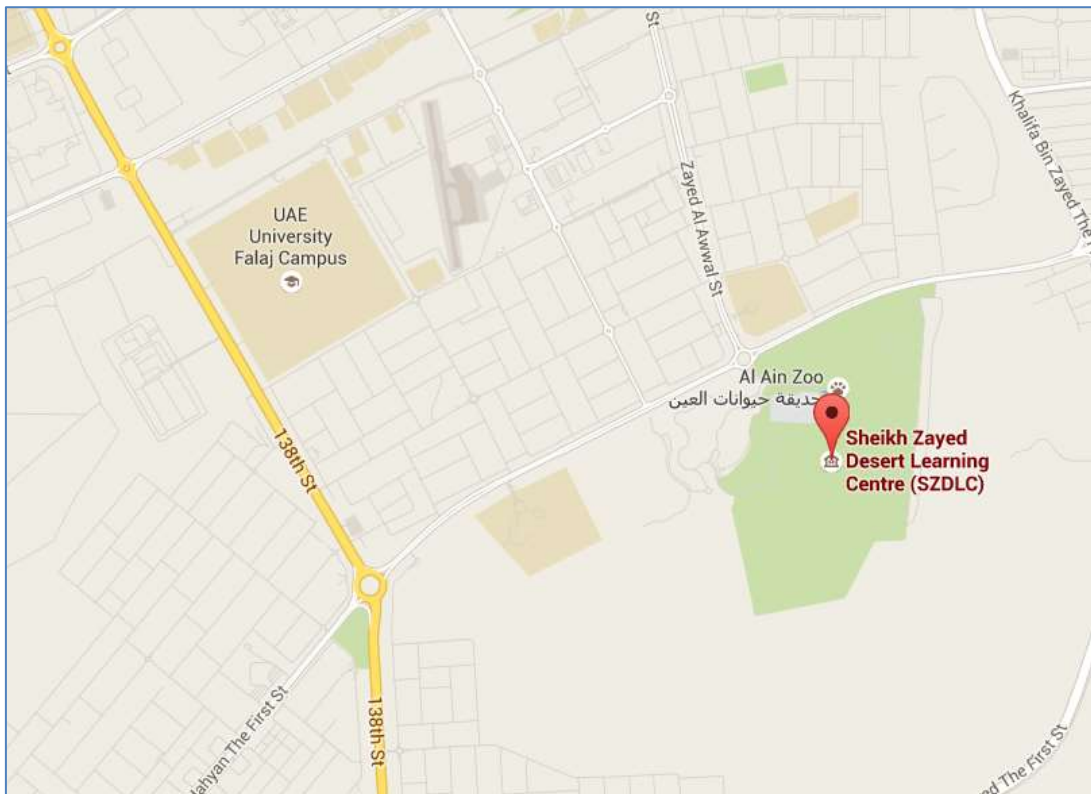
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Schedule 1 – Reference Schedule

Item 1. Licensee	The Zoo & Aquarium Public Institution in Al Ain
Item 2. Developer	The Zoo & Aquarium Public Institution in Al Ain
Item 3. Development	Sheikh Zayed Desert Learning Centre at Al Ain Wildlife Park and Resort Project in Al Ain Zoo at Al Ain City
Item 4. Class of Licence	Small Scale - Development
Item 5. Wastewater Treatment Capacity	Works maximum daily flow: 12 cubic metres per day (m ³ /d)
Item 6. Start Date	26 December 2015
Item 7. Expiry Date	25 December 2020

Schedule 2 – Site of Facility



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