

Consent to AADC for the Provision of Diesel Engine Maintenance Services

14 June 2011

ED/L03/066 Issue 1

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Al Ain Distribution Company

PO Box 1065 Al Ain

Consent for Provision of Diesel Engine Maintenance Services

1. Introduction

1.1 AADC, by way of letter dated 22 May 2011, has applied to the Bureau for its Consent pursuant to Condition 2, paragraph 2 of the Licence to provide Diesel Engine Maintenance Services to certain customers in Al Ain.

2. Definitions

2.1 Terms used in this Consent shall, unless defined herein or the context otherwise admits, have the same meanings as ascribed to them in Law No (2) or the Licence.

AADC means Al Ain Distribution Company.

Bureau means the Regulation and Supervision Bureau for the Water, Wastewater and Electricity Sector in the Emirate of Abu Dhabi as established under Law No (2).

Consent means this consent granted by the Bureau to AADC to undertake Diesel Engine Maintenance Services.

Diesel Engine Maintenance Services means services to be provided by AADC to maintain standby diesel generators owned by certain customers in Al Ain.

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.

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Licence means the distribution and supply licence number ED/L01/007 granted by the Bureau to AADC, as modified from time to time.

Licensed Activities means those activities which AADC is authorised to carry out under its Licence.

3. Consent

3.1 The Bureau, having duly considered the application from AADC, grants its Consent to AADC under Condition 2, paragraph 2 of the Licence, to AADC providing Diesel Engine Maintenance Services to certain customers in Al Ain.

4. Conditions to this Consent

- 4.1 This Consent is subject to the following conditions:
 - (a) AADC will continue to comply with all the requirements of Law No (2) and the Licence in respect of its Licensed Activities.
 - (b) This Consent must not adversely affect the operations and costs of AADC's Licensed Activities. AADC shall ensure the financial ring fencing between the activities authorised under this Consent and its Licensed Activities and ensure that there is no cross-subsidy.
 - (c) AADC will meet health, safety and environmental related requirements imposed by the Bureau or any other authority having jurisdiction over AADC's activities.
 - (d) AADC will, in relation to the activities covered in this Consent, comply with all the requirements of Condition 9 of the Licence (Separate accounts for Separate Businesses) as if the activities covered by this Consent are a Separate Business, as defined in the Licence.
 - (e) AADC shall not undertake the activities authorised under this Consent unless it has obtained and kept current any necessary consent, permit, licence or other form of authorisation required from authorities other than the Bureau having jurisdiction over such activities.

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(f) AADC shall comply with all other applicable legislation relating to the activities authorised under this Consent.

5. Duration of Consent

- 5.1 This Consent shall remain valid up to 31 December 2014.
- 5.2 Not less than 30 days prior to the expiry of this Consent as specified in paragraph 5.1, AADC must write to the Bureau to either:
 - (a) request an extension of this Consent; or
 - (b) confirm that the activities to which this Consent applies are no longer being carried out by AADC.

6. Modification and Revocation

6.1 This Consent is subject to modification or revocation by the Bureau at any time by written notice to AADC.

GRANTED for and on behalf of the Bureau by:

No laboration of Supervision

NICHOLAS CARTER

Director General

Dated this 14th day of June 2011

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