

### For Customer Use

#### Customer Details:

Customer Name

ID/CR No.

Mobile No.

#### Customer Accounts:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Customer  
Signature

I hereby inform you that I have no objection to transfer the (deposit/credit) amount to the beneficiary mentioned below and agree to comply with all EWA terms and conditions & certify that all information provided in this application form is true and accurate and accept full responsibility for any incorrect or misleading details.

Date

### Beneficiary Details

Beneficiary Name

ID No.

Mobile No.

Other No.

IBAN No.

### For Official Use Only:

## 1. Definitions

- 1.1 **EWA:** Electricity and Water Authority.
- 1.2 **Customer:** The duly authorised person or entity applying for an electricity and/or water service subscription provided by EWA, as the owner, tenant, or in any other capacity.
- 1.3 **Account:** The account registered with EWA in the name of the **Customer**, through which the amounts due for electricity and water services and any related official fees or administrative charges are calculated.
- 1.4 **Meter:** The measurement device installed at the Customer's premises to record the amount of electricity or water consumed by the **Customer**.
- 1.5 **Service:** The electricity or water service, or both, provided by EWA to the Customer, including the new connection and supply.
- 1.6 **Regulations and Instructions:** The regulations, instructions, and decisions issued by EWA concerning the provision of electricity and water services.
- 1.7 **Laws:** The laws issued by the relevant authorities related to electricity and water services.
- 1.8 **Official Channels:** The communication channels available from EWA to the general Customers and public, including EWA's call centre, **Customer** service centers, and website.
- 1.9 **Direct Debit Agreement:** An agreement signed by the Customer for automatic deductions from the bank specified by the Customer. It can be used to pay off arrears for certain accounts determined by EWA.
- 1.10 **Fixed Deduction Agreement:** A fixed deduction agreement for one year, where the monthly average consumption for the account is calculated, and the amount is deducted throughout the year.
- 1.11 **Guarantor:** The person who guarantees another person with an account on a property owned by the guarantor, whether commercial or residential.
- 1.12 **Vital Sites and Gathering Places:** The vital facilities and institutions and gathering places referred to in Decision No. 2 of 2010 regarding the electrical installations system and its amendments.
- 1.13 **Electric Loads:** The devices and equipment that consume electricity when operated. These loads are measured in watt-hours (Watt/Hour) or kilowatts per hour (kW/Hour).
- 1.14 **Technical Service:** A technical service related to changing, moving, removing, or inspecting the electricity or water service, or both, provided by EWA to the Customer.
- 1.15 **Devices Associated with Meters:** Devices installed by EWA as needed to read the meters remotely.
- 1.16 **Benayat:** The official system used to issue building permits for all types of building projects whether Investment, Residential, Industrial, Commercial, etc.
- 1.17 **Invoice:** A formal document issued by EWA to the Customer detailing the charges due for electricity and/or water consumption during the specified billing period. The invoice includes administrative fees, any additional charges, account information, consumption details, and payment instructions.

## 2. Terms and Conditions

- 2.1 These are the terms and conditions which apply to the delivery of the Service by EWA to the Customer, unless there is a separate written agreement between the Customer and EWA.

## 3. Customer Responsibilities

### 3.1 Service Applications and Security Deposit

- 3.1.1 The Customer shall submit a request to EWA through the Official Channels by completing the designated agreement form (if any) or through the Benayat system or any other system approved by EWA. EWA reserves the right to reject the application if the conditions, terms, and regulations are not met.
- 3.1.2 The Customer shall attach all required documents specified in the application form or EWA Service Guide to the service application form. EWA also has the right to request any additional documents.
- 3.1.3 EWA may cancel the Customer's application if the approved conditions and specifications for the requested site are not met within one month from the date of the last visit or from the date of the application.
- 3.1.4 The fees for new supply must be paid in advance according to the fees determined by EWA. The application will be cancelled if the connection fees are not paid or the required arrangements for service connection are not made within the specified period.
- 3.1.5 A security deposit must be paid on the account if the Customer is not the property owner or is not guaranteed by the property owner.
- 3.1.6 A Customer who does not own the property and is not guaranteed by the property owner is required to pay a security deposit when submitting a request to open a new account to complete their application. The Customer has the right to reclaim the security deposit or the remaining balance after closing the account and issuing the final bill. The security deposit will be refunded via bank transfer, and any dues on any of the Customer's other accounts will be deducted before returning the security deposit to the Customer.
- 3.1.7 EWA, in accordance with the procedures, Laws, and Regulations and Instructions, may adjust the amount the Customer is required to pay as a security deposit if the meter size is changed due to an increase or combination of loads at the property.
- 3.1.8 EWA is committed to providing all its services within the Service Level Agreements (SLAs) or Key Performance Indicators (KPIs) published on the EWA website & the Service Guide, provided that the Customer is ready to receive the service and has satisfied all the

requirements and conditions on time.

- 3.2 Electricity and Water Meters
  - 3.2.1 The Customer acknowledges that the electricity and water Meters, along with their associated devices, are the exclusive property of EWA.
  - 3.2.2 Any tampering with these Meters is considered unlawful, including but not limited to:
    - Breaking or removing the seals attached to them.
    - Opening the Meters or attempting to alter their readings in any manner.
    - Moving or relocating the Meter or Service line.
  - 3.2.3 The Customer undertakes to install the Meters at the location and in the manner specified by EWA, to maintain them, and to immediately report any malfunction to EWA. The Customer also agrees to grant EWA representatives access to the Meters at the designated time to take any actions they deem appropriate without dispute or objection.
  - 3.2.4 The Customer shall not place any barriers or obstructions on the Meter box, the Meters, or the Services.
  - 3.2.5 Under no circumstances shall the Customer prevent EWA representatives from reading the Meters or performing any maintenance or replacement of the Meters if necessary. In the event of non-compliance by the Customer, EWA reserves the right to disconnect the Services.
  - 3.2.6 EWA has the right to install devices associated with the Meters that facilitate remote Meter reading within private buildings, and the Customer is obligated to provide the necessary infrastructure for these devices.
  - 3.2.7 If the Customer intends to demolish the building, they undertake to submit a request for the removal of the Meters and Services to EWA prior to the demolition process and to refrain from demolishing until all Services have been removed by EWA.
- 3.3 Payment and Invoices
  - 3.3.1 EWA issues monthly Invoices to the Customer indicating the amount of electricity or water consumed according to the applicable tariff, administrative fees, and any other charges.
  - 3.3.2 If it is not possible to determine the actual consumption for any reason, EWA has the right to issue the Invoice based on an estimated consumption, using estimates it deems appropriate.
  - 3.3.3 The monthly Invoices are sent to the Customer via email, in addition to sending the Invoice amount via SMS to the mobile phone provided by the Customer.
  - 3.3.4 The Customer is required to pay the Invoice through the various payment channels provided by EWA before the due date specified on the Invoice.
  - 3.3.5 The Customer must immediately notify EWA if they encounter difficulties in making payments through the available channels by contacting one of the Official Channels.
  - 3.3.6 The Customer must notify EWA if the monthly Invoice is not received by contacting one of the Official Channels.
  - 3.3.7 The Customer must notify EWA if the consumption of Electricity or Water is not reflected in the monthly Invoice by contacting one of the Official Channels.
  - 3.3.8 EWA may issue an Invoice for the consumption of Electricity or Water or any other charges not previously billed to the Customer upon discovery, whether the Account is active or closed.
  - 3.3.9 EWA may adjust the Customer's issued Invoices if an error in the Invoice is discovered.
  - 3.3.10 EWA may transfer arrears to any of the Customer's other Accounts, whether active or closed, residential or non-residential, without prior notice, if the Customer fails to pay the amounts due.
  - 3.3.11 Concerning the water distribution network system, the total consumption of sub-meters is expected to match the consumption of the main Meter. Any differences in consumption will be charged to the main Meter Account. It is also noted that the property owner must pay the first-time water tank filling Invoice.
- 3.4 Guarantee
 

If a guarantee is approved as a substitute for a deposit on the Customer's Account, the following conditions shall apply:

  - 3.4.1 EWA may demand the Guarantor to pay the amounts due on the guaranteed account in the event of:
    - The refusal, inability, or failure of the Guaranteed party to make payments.
    - The death of the Guaranteed party.
    - The Guaranteed party leaving the country.
  - 3.4.2 EWA may transfer the amounts due on the Guaranteed Account to any active Account in the name of the Guarantor. EWA also has the right to take any measures it deems appropriate to compel the Guarantor to settle the dues, including disconnecting the Service.
  - 3.4.3 The Guarantor, or their heirs or legal representatives, has the right to cancel the Guarantee at any time, if EWA is notified of the intention to cancel at least one month before the cancellation date. The cancellation of the Guarantee shall not take effect until all arrears on the Guaranteed Account up to the cancellation date are settled.
  - 3.4.4 EWA reserves the right to reject a Guarantee that does not meet the required conditions. EWA may also refuse to continue the Guarantee if the Guarantor breaches its terms, loses legal capacity, becomes insolvent, or in the event of their death. The refusal of the Guarantee's continuation does not affect EWA's right to require the Guarantor, their heirs, or legal representatives to pay the amounts due on the Guaranteed Account.
  - 3.4.5 In the event of the termination or cancellation of the Guarantee for any reason, or the death of the Guarantor, the Account holder who was Guaranteed must pay the appropriate deposit amount according to the applicable laws. If the deposit is not paid, EWA reserves the right to immediately disconnect the Service.



### 3.5 Direct Bank Deduction

- 3.5.1 The Customer must sign an agreement with EWA permitting deductions from the Customer's named bank account by EWA of amounts owed to EWA in accordance with the terms and regulations mentioned on EWA's website. Such agreement may be either a Direct Debit Agreement or a Fixed Deduction Agreement.
- 3.5.2 The Customer is required to provide a valid and approved bank account for the direct debit system. The bank accounts approved by EWA for the direct bank deduction service are current accounts, savings accounts, and credit cards.
- 3.5.3 The approved Direct Debit Agreement remains valid until EWA is notified of the Customer's desire to cancel it, provided that a new Direct Debit Agreement is signed.
- 3.5.4 To address high consumption and arrears resulting from increased monthly consumption or accumulated arrears, the Customer must pay the difference or adjust the monthly deduction amount. EWA reserves the right to disconnect the Service if the Customer refuses to pay the difference or adjust the monthly deduction amount according to the applicable procedures.
- 3.5.5 If the Direct Debit Agreement is rejected by the bank for any reason, EWA will inform the Customer and grant a timeframe to resolve the cause of the rejection. If the Customer fails to update the information within the specified period, EWA reserves the right to disconnect the Service if arrears exist.
- 3.5.6 If the monthly installment amount cannot be deducted for any reason, EWA reserves the right to retry at a later date to deduct the amount or any part of it within the agreed-upon limit. If the bank rejects repeated deduction attempts, the Customer must pay the amount using other payment methods to avoid Service disconnection.
- 3.5.7 The Fixed Deduction Agreement continues for 12 months and is automatically renewable, provided there are no arrears. EWA will review the actual invoice amounts at the end of the agreement and reserves the right to adjust the fixed amount based on actual consumption and arrears.
- 3.5.8 At the end of each year of the Fixed Deduction Agreement, the account is reconciled so that any credit balance is retained as a balance for the Customer in their Account, or the Customer pays any outstanding balance either in a lump sum or in installments according to EWA's procedures.

### 3.6 General Obligations of the Customer

The Customer is obligated to:

- 3.6.1 Adhere to the Laws and Regulations and Instructions related to electricity and water services, and to these general terms and regulations relating to the provision of the Service.
- 3.6.2 Conserve electricity and water.
- 3.6.3 The Customer must notify EWA of any change in property ownership, rental status, or property use and he/she is responsible for registering their account with EWA upon purchasing or renting the property. The signing date of the Electricity and Water Agreement by the Customer and account activation with EWA will be considered the start date for billing, provided that all required and supporting documents are completed. EWA may issue backdated bills from the date of the purchase or rental contract and the Customer alone is responsible for any delay in submitting an application to register the account in his/her name.
- 3.6.4 Upon vacating the property, the Customer must submit a request to close the account and allow EWA employees to disconnect the service.
- 3.6.5 The Customer is fully responsible for any unbilled consumption of electricity or water at the rented property, whether the non-billing is due to a technical fault or illegal consumption. This responsibility continues as long as the Account remains in their name.
- 3.6.6 The property owner is fully responsible for any unbilled consumption of electricity or water on their property if the Account is not registered in the name of a tenant, whether the non-billing is due to a technical fault or illegal consumption.
- 3.6.7 The Customer must comply with licensed electrical loads and use high-efficiency appliances according to the applicable terms and procedures. The Customer is responsible for any consequences of installing unlicensed electrical loads, low-efficiency appliances, or relocating the meter and service line without consulting EWA.
- 3.6.8 If the Customer wishes to make any changes, additions, or removals to the electrical loads, they must notify EWA and submit a technical service request through the Official Channels. This includes all technical services provided by EWA.
- 3.6.9 EWA reserves the right to take appropriate technical measures, including disconnecting the Service, if the Customer adds unlicensed electrical loads.
- 3.6.10 The Customer must ensure regular inspection of all electrical wiring, connections, and grounding, as well as the efficiency of electrical loads, by appointing a certified electrical contractor.
- 3.6.11 The Customer is not allowed to use electricity and water for any purpose other than that specified in their application to EWA according to the approved tariff. It is also prohibited to supply the Service provided to the Customer to any other person, for a fee or free of charge.
- 3.6.12 The Customer must ensure their contact information is updated to continue receiving notifications from EWA.
- 3.6.13 Customers at Vital Sites and Gathering Places must provide an alternative power source, such as a generator or any other power source, and a water supply source to avoid any harm that may result from electricity/water outages. EWA is not liable for any damages caused by a Service outage due to reasons beyond its control, which

include:

- Faults affecting the electricity or water networks, or any other components of EWA's infrastructure, which may lead to widespread service disruption.
- Unexpected events such as accidents or emergency maintenance, which may require temporary Service interruptions.

### 4.0 Responsibilities of EWA

#### 4.1 General Responsibilities of EWA

- 4.1.1 Provide electricity and water Services to Customers at the highest possible quality.
- 4.1.2 Regularly maintain EWA's electricity and water networks to prevent and avoid faults.
- 4.1.3 Take necessary measures to minimize Service interruptions as much as possible.
- 4.1.4 Notify Customers of planned Service interruptions in advance whenever possible.
- 4.1.5 Restore Service as quickly as possible in the event of an interruption.
- 4.1.6 EWA reserves the right to change the terms and conditions of the Service without prior notice whenever necessary, and such changes will be effective upon announcement.
- 4.1.7 EWA will send all notifications through available Official Channels, such as email, text messages, or any other suitable method.

#### 4.2 Complaints & Suggestion Channels

- 4.2.1 EWA commits to receiving and handling customer complaints through its Official Channels.
- 4.2.2 EWA commits to reviewing received complaints and responding to them within an appropriate timeframe based on the classification of the complaint, with the possibility of extending this timeframe in exceptional cases.
- 4.2.3 The Customer will be notified of any updates regarding the status of their complaint. The Customer has the right to escalate the complaint to the relevant department within EWA if they are not satisfied with the proposed solution.

#### 4.3 Service Disconnection and Restoration

EWA has the right to disconnect the Service to the Customer in the following cases:

- 4.3.1 Failure to make payment within the specified period, including failing to settle arrears resulting from increased consumption under the direct debit agreement, after being notified to pay and settle the Account.
- 4.3.2 Tampering with or sealing the Meters.
- 4.3.3 Refusing EWA employees access to the Meters.
- 4.3.4 Conducting unauthorized extensions or violating safety regulations.
- 4.3.5 Providing false information to EWA when applying for the Service or a new Account.
- 4.3.6 Upon receiving a service disconnection request from a relevant official authority.
- 4.3.7 Failure to comply with any of the terms and conditions outlined in this agreement.
- 4.3.8 Regarding the water Service, if the Account is closed and not reactivated for more than 5 years by the Customer (either as an owner or tenant), EWA has the right to remove the service line and Meter from the property. To restore the Service, the property owner must submit a new supply request through the Official Channels.
- 4.3.9 In the event of Service disconnection due to non-payment or any other Customer-related reason, EWA will apply the reconnection fees specified by EWA, which vary depending on the Meter type and the disconnection method used.

#### 5.0 Other Services

EWA may be required by Law to collect other fees due by the Customer. Any other fees due will be itemised separately in the Customer's Invoice. This will include any municipality fees payable by the Customer.

#### 6.0 Liability for Breach

Without limiting EWA's rights, if EWA become liable to any third party as a result of a breach by the Customer of these terms and conditions, the Customer shall be obliged to indemnify EWA for any such liabilities, and any costs incurred by EWA as a result of the breach by the Customer.

#### 7.0 Disclosure of Information

##### 7.1 The Customer agrees that EWA may share the Customer's information with:

- 7.1.1 EWA's employees, agents and/or professional advisors;
- 7.1.2 Other third party contractors who provide services to EWA which require the processing of customer information; or relevant authorities upon request.
- 7.2 EWA will also share Customer personal data in circumstances where EWA are under a legal obligation to do so, for example where EWA are required to share information under statute or because of a court order or otherwise under any Law.

#### 8.0 Applicable Law

These terms and conditions shall be governed by and construed in accordance with the Laws of Bahrain. The Customer and EWA agree that the courts of Bahrain shall have exclusive jurisdiction to hear any disputes in relation to these terms and conditions.