

## DUBAI MULTI COMMODITIES CENTRE AUTHORITY COMMUNITY REGULATIONS 2019<sup>1</sup>

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Regulations, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Word or expression	Meaning in these Regulations
<b>Applicable Laws</b>	all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by a Relevant Authority and DMCCA, including these Regulations, the Master Community Declaration and the Master Community Rules which are applicable in the DMCC Free Zone, to the Community Users in respect of the use and enjoyment of the Master Community
<b>Community User</b>	the Owners and Occupiers (which for the avoidance of doubt includes Owner's Associations, Suppliers, Invitees or Visitors as defined in the Master Community Declaration) and any other member of the public or entity that uses or is a stakeholder of the Master Community
<b>Community Rules</b>	any rules, regulations, requirements, codes of practice, directions, or other guidance issued by the DMCCA in respect of the governance of the community of the Master Community including but not limited to the Master Community Rules
<b>Development Plots</b>	mean the parcels of land within the Master Community that from time to time: (a) are set aside for future development by the Master Developer; (b) to which a building permit has been issued by the Relevant Authorities but do not have any Improvements constructed on them in respect of which the relevant completion certificate has issued; and

<sup>1</sup> Effective date 2 of Jan 2020, unless otherwise advised by DMCC

	(c) are not substantially operational and/or not fully occupied or open to the public, and “Development Plot” shall have a corresponding meaning. The Development Plots as at the date this Declaration takes effect are depicted on the Master Plan;
<b>DMCC</b>	Dubai Multi Commodities Centre
<b>DMCC Community Fines and Penalty Policy</b>	the policy issued by DMCCA from time to time specifying the applicable fines and penalties for a breach of these Regulations or other legislation administered by DMCCA
<b>DMCC Free Zone</b>	the DMCC free zone, established pursuant to Law No. 4 of 2001 and by virtue of Decision No. 4 of 2002 on Establishing the Dubai Commodities and Metals Centre, each issued in the Emirate of Dubai (and includes any area regulated by DMCCA), and for the purposes of these Regulations the DMCC Free Zone includes the Master Community
<b>DMCC Group Security</b>	any person appointed by DMCCA to manage the security of the DMCC Free Zone
<b>DMCC License</b>	a license issued by the DMCCA to undertake certain business activities within the DMCC Free Zone
<b>DMCCA</b>	the authority of DMCC established pursuant to Law No. 4 of 2001 and by virtue of Decision No. 4 of 2002, each issued in the Emirate of Dubai, which authority has governance over the DMCC Free Zone
<b>Hotel</b>	a building or any part thereof operated as a hotel, hotel apartments, serviced apartments and/or furnished apartments in accordance with the Dubai Corporation of Tourism and Commerce Marketing
<b>Hotel Levy</b>	as defined in Regulation 7.1
<b>Hotel Operator</b>	as defined in Regulation 7.2
<b>Invitee</b>	any person or entity using or occupying a Property including the Owner’s or Occupier’s Suppliers, Visitors, servants, agents and employees
<b>Master Community</b>	the entire Master Community known as the DMCC Master Community, developed or to be developed on a portion of the land comprising Plot No. 814, Parcel ID No. 393 Emirates Hill First, Dubai, situated between 5th and 6th Interchanges, Sheikh Zayed Road, Dubai, as depicted on the Master Plan and

	includes all or any extensions of or reductions to the Master Community from time to time
<b>Master Community Declaration</b>	the declaration relating to the management, administration, maintenance and control of the Master Community as may be amended by DMCCA from time to time
<b>Master Community Rules</b>	the rules designated by the DMCCA from time to time in accordance with the Master Community Declaration
<b>Master Community Service Charge</b>	the service charges payable by Owners to DMCCA pursuant to the Master Community Declaration
<b>Occupier</b>	any occupier, tenant, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Property (or any part thereof) and, where appropriate, their Invitees and Visitors
<b>Operational Fitness Certificate</b>	an operational fitness certificate issued by DMCCA to authorize commencement of business operations from commercial Property
<b>Owners</b>	the Plot Owners, the Building Owners and the Unit Owners, as the context so permits and, where appropriate, their Invitees and Visitors
<b>Owners Association</b>	an owners association or Building Management Group established in respect of a Building within the Master Community
<b>Podium Car Parking Structure</b>	has the meaning given to it in the Master Community Declaration
<b>Previous Community Regulations</b>	Dubai Multi Commodities Centre Authority Free Zone Rules and Regulations Third Edition – March 2012
<b>Property/Properties</b>	a Plot, Building, Component or Unit and/or any one of them (as the context so determines)
<b>Property Contents</b>	as defined in Regulation 11.2
<b>Regulations</b>	these Dubai Multi Commodities Centre Authority Community Regulations 2019
<b>Relevant Authorities and Relevant Authority</b> means any one of them	the DMCCA, the Government of the UAE, the Government of the Emirate of Dubai, any other ministry, department, local authority or entity having jurisdiction over the DMCC Free Zone and any service provider approved by DMCCA and having jurisdiction over the DMCC Free Zone

<b>Residential Unit</b>	any Property used for residential purposes
<b>RTA</b>	Dubai Roads and Transport Authority
<b>Sanction</b>	one or all sanctions that may be imposed for a breach of these Regulations by DMCCA as set out and defined in Regulation 20
<b>Unit</b>	a property unit within a Building that has been Subdivided
<b>Unit Holders</b>	persons owning freehold space or holding a lease of a Unit within the Master Community
<b>Visitors</b>	an Owner's or Occupier's invited visitors to the Master Community DMCC Free Zone including an Owner's or Occupier's customers, guests and family members

1.2 In these Regulations, any term that is capitalised but is not specifically defined shall have the corresponding meaning given to that term in the Master Community Declaration.

1.3 In these Regulations, a reference to:

- (i) a provision of any law, rule or regulation includes a reference to that law, rule or regulation as amended, extended or re-enacted from time to time;
- (ii) a person includes any natural person, corporate entity or unincorporated entity, including a company, partnership, unincorporated association, government or state;
- (iii) an obligation to publish, or to cause to be published, a particular document includes, unless expressly provided otherwise in these Regulations, publishing or causing to be published in printed or electronic form;
- (iv) a calendar year means a year of the Gregorian calendar;
- (v) a word that suggests one gender includes all genders;
- (vi) the singular includes the plural and vice versa, unless the context otherwise requires;
- (vii) these Regulations includes any regulations made under these Regulations, unless expressly provided otherwise in these Regulations;
- (viii) a section, regulation or schedule by number only, and without further identification, is a reference to the section, regulation or schedule of that number in these Regulations; and
- (ix) writing includes any mode of communication that preserves a record of the information contained in it and is capable of being reproduced in tangible form, including electronic means.

1.4 The headings in these Regulations do not affect its interpretation.

## **2. GENERAL DUTY**

2.1 All Community Users living, working, doing business or visiting or in any way present in or using the Master Community must comply with (i) these Regulations and Community Rules (ii) any other Applicable Laws, to the extent applicable to Community Users.

2.2 Each Community User has a duty to, as far as reasonably practicable, use and enjoy the Master Community in such a way so as to not interfere with others use and enjoyment of the Master Community.

2.3 These Regulations set out the high-level principles for governance of the Master Community as a whole to ensure high standards of use and enjoyment of the Master Community by all Community Users and which must be adhered to by all Community Users and must be read and complied in conjunction with any Community Rules issued from time to time.

## **3. COMMUNITY MANAGEMENT**

3.1 DMCCA is authorised to manage and operate the DMCC Free Zone and its facilities. DMCCA may appoint agents, service providers and representatives to assist with its management and operational obligations and has the right to transfer such powers as it, in its sole discretion, considers appropriate.

3.2 The Master Community shall be managed by DMCCA in accordance with all Applicable Laws, these Regulations, and the Master Community Declaration.

## **4. SECURITY**

4.1 Security within the DMCC Free Zone shall be managed by DMCC Group Security, or such other reputable security services provider which DMCCA may appoint from time to time, who shall maintain full, unfettered power and authority on all and any security and safety measures within the DMCC Free Zone. DMCC Group Security shall be unhindered in the acts it undertakes and decisions it makes with respect to what it considers necessary or desirable to achieve its responsibilities of ensuring security and in making security decisions in respect of the DMCC Free Zone. All Community Users shall at all times comply with DMCC Group Security decisions and instructions to ensure high standards of security and safety in the DMCC Free Zone are maintained at all times.

## **5. FREEHOLD AND LEASEHOLD OWNERSHIP**

5.1 All Owners and Occupiers of Property of any description located within the Master Community shall not use such Property for any purpose(s) other than that prescribed by DMCCA.

5.2 Owners and Occupiers shall not change the permitted use of its Property located within the Master Community without the prior written approval of DMCCA. DMCCA shall

approve all requests for a change of use within a reasonable time period and in the best interests of the Master Community and neighbouring districts.

- 5.3 All Owners of Property within the Master Community shall obtain official title of ownership under the name of the person owning that Property. Such title must be registered with the Relevant Authority with a copy submitted and registered with DMCCA. Failure to do so may result in the imposition of a Sanction.
- 5.4 All DMCC Licences to undertake activities within the DMCC Free Zone issued by the DMCCA must be made in conjunction with an application in respect of commercial Property, including, but not limited to, a freehold or leasehold of either office space, retail space, commercial or industrial space, warehouse or development land within the DMCC Free Zone from which the licensee shall be deemed to operate.
- 5.5 A person or entity operating under a Licence is not permitted to operate from a Residential Unit and an Owner or Occupier of a Residential Unit shall be deemed insufficient grounds for the grant of a DMCC Licence, unless otherwise approved by DMCCA at its sole discretion.
- 5.6 All Owners of Property shall ensure that the rent, Master Community Service Charges and any other charges, terms or conditions which relate to a Property shall, where possible, be as specified within the freehold sale and purchase agreement or leasehold agreement, as applicable.
- 5.7 Notwithstanding provisions contained to the contrary elsewhere, all Owners of Property acknowledge that they may be subject to and liable for additional charges, fees and levies imposed by sub-developers, Owners Associations, Relevant Authorities, or other bodies, including charges, fees and levies that may arise from:
  - (a) the use and maintenance of common areas within a specific building, pursuant to Applicable Laws;
  - (b) the ownership of a freehold interest in a specific building; and
  - (c) any contractual obligation.

Such charges, fees and levies identified may, for the ease of administration and payment, incorporate Master Community Service Charges as a component, depending upon DMCCA's collection policy at any given time and DMCCA reserves the right, if required, to review, query and amend any charges that DMCCA, in its sole discretion, deems unreasonable.

- 5.8 All Owners and Occupiers have a duty to notify the DMCCA immediately upon taking occupancy of a Property in the Master Community and providing DMCCA with full contact details of each and every Owner and/or Occupier owning and occupying the Property and any changes thereto, in order that DMCCA can maintain and keep up to date an accurate register of current Owners and Occupiers, together with current contact details for all Owners and Occupiers in order that DMCCA can contact the same in respect of any

emergency or other general community management related matters within the Master Community. Failure to do so may result in the imposition of a Sanction.

## 6. UNITS

- 6.1 Unit Holders must ensure that their property is well maintained and fitted out in accordance with the Community Rules and any DMCCA fit-out policies and/or guidelines issued from time to time.
- 6.2 Unit Holders must not share, assign or sub-lease their Unit without the prior written approval of DMCCA. DMCCA reserves the right to reject any application for sub-lease or assignment and to charge an annual fee for each approved sub-lease in addition to any other payable fees.
- 6.3 A Unit may not be sub-divided without the prior approval of DMCCA. DMCCA reserves the right to reject or amend any application for sub-division and may charge a fee associated with any application to sub-divide a Unit.
- 6.4 DMCCA has the ultimate right and jurisdiction to charge and collect Master Community Service Charges from all Owners, without recourse to any other Relevant Authority.
- 6.5 All Jointly Owned Property, (as defined by Applicable Laws) within the Master Community must be operated in accordance with the Applicable Laws. Any breach of Applicable Laws shall be subject to imposition of a Sanction by DMCCA and/or a penalty from any other Relevant Authority.
- 6.6 Where a Jointly Owned Property within the Master Community is represented by a managing entity, the managing entity must be licenced with the DMCCA.

## 7. HOTEL LEVY

- 7.1 Hotels operating within the Master Community are required to pay an annual levy to DMCCA (**Hotel Levy**), payable from the date on which it obtains its building completion certificate.
- 7.2 The Hotel Levy shall be payable by the operator or managing body of the hotel (**Hotel Operator**) in arrears and shall be calculated by DMCCA based on a Hotel's built up area (such area to include any apartments attached to the Hotel).
- 7.3 The Hotel Operator shall be responsible for the timely and accurate calculation and payment of the Hotel Levy to DMCCA on such terms as DMCCA may direct from time to time.
- 7.4 The Hotel Levy shall be invoiced separately from Master Community Service Charges.
- 7.5 Where a Hotel Operator fails to pay the Hotel Levy in accordance with any policy of DMCCA in place from time to time, DMCCA may claim those sums from the Plot Owner on which the Hotel is situated, and on such terms as DMCCA otherwise deems appropriate.
- 7.6 All Hotel Operators shall:

- (a) provide DMCCA with a certificate issued by a reputable and internationally recognised firm of auditors, confirming gross revenue has been accurately calculated; and
  - (b) furnish DMCCA or its appointed agent or representative with a manager's cheque for the total Hotel Levy payable for the previous year by no later than thirty (30) calendar days from the end of the respective year.
- 7.7 DMCCA reserves the right to verify the calculation of the Hotel Levy at the cost of the Hotel Operator (should any discrepancy in the calculation of the gross revenue be found) and a Hotel Operator shall cooperate with DMCCA and provide whatever information DMCCA may request in exercising such rights.
- 7.8 Falsification of figures or any failure to cooperate with DMCCA in its verification of the amount of the Hotel Levy, and in particular depicting a lower gross revenue than that actually realised, shall attract such Sanction as DMCCA shall deem appropriate, and which the Hotel Operator agrees to pay in addition to any underpayment of the Hotel Levy.

## **8. FREEHOLD TRANSFER**

- 8.1 In the event of any transfer or disposal of the freehold ownership of Property, all outstanding matters relating to that Property (including but not limited to payment of all outstanding dues such as the Master Community Service Charges and other service charges must be settled by the Owner, regardless of whether the transfer or disposal was initiated by the Owner or DMCCA and otherwise such transfer or disposal must be in accordance with the Master Community Declaration.

## **9. LEASE TERMINATION**

- 9.1 In the event of a termination of a leasehold agreement of Property all outstanding matters relating to that Property (including but not limited to payment of all outstanding dues such as the Master Community Service Charges and other service charges) must be settled by the Occupier, regardless of whether the termination process was initiated by the Occupier or DMCCA.
- 9.2 In the event of a termination of a leasehold agreement, the Occupier must ensure that the Property is fully vacated, including the removal of all equipment, facilities and signage that are not the property of the Owner and making good any damages (both within the Property and in the Master Community generally) by the termination date, unless otherwise agreed in writing with DMCCA; and any waste material has been properly and safely disposed of in accordance with the requirements of all Relevant Authorities.
- 9.3 Once the Occupier has vacated and cleared its Property, it shall issue a written notice to DMCCA. On receipt of such notice, DMCCA shall arrange for an inspection of the Property as soon as reasonably practicable. Where an inspection identifies that the Property has not been fully vacated and properly cleared, DMCCA may apply any relevant charges, dues and penalties to the Occupier or Owner (at DMCCA's discretion).



## 10. INSPECTION OF PROPERTY

- 10.1 DMCCA or its nominated agent may conduct inspections of Property within the Master Community from time to time to monitor compliance with these Regulations and any other Applicable Laws. DMCCA will endeavour to minimise disturbance or disruption to the Owner or Occupier's enjoyment of the Property.
- 10.2 Notwithstanding Regulation 10.1, DMCCA reserves the right to enter a Property at any time without prior notice if:
- (a) there is actual or suspected fire, flood or any other matter which presents and actual or suspected threat to the safety and security of the DMCC Free Zone or any person or property within the DMCC Free Zone;
  - (b) there is a discharge of substance(s) from the Property which are, or are believed to be a pollutant, toxic, noxious or otherwise offensive;
  - (c) DMCCA has reason to suspect that any DMCC Licence Holder is in serious breach of the terms of its Licence, or any Occupier in breach of its lease or any provisions of these Regulations or any other Applicable Laws; or
  - (d) DMCCA reasonably believes such entry is justified in order to protect the interests of the DMCCA, any other DMCC Licence Holder, the DMCC Free Zone, Community User or the general public.
- 10.3 Neither DMCCA, nor its agents or employees shall be held liable for any loss or damage resulting from the proper performance of their duties in relation to any such entry and inspection.
- 10.4 Inspections of Property or any other part of the DMCC Free Zone by third parties or outside organisations (other than agents of DMCCA working under the authority of the DMCCA or any other Relevant Authority), are expressly prohibited unless DMCCA has given prior written consent for such an inspection to take place.
- 10.5 Where an Owner or Occupier is approached by any third party in respect of an inspection of its Property or any part of the DMCC Free Zone, it shall notify DMCCA immediately.
- 10.6 All Owners and Occupiers must extend and ensure that their Visitors, Invitees and (where relevant), officers extend all such cooperation and assistance as DMCCA, its agents or employees may require to properly perform their duties in relation to any entry and inspection.
- 10.7 Any Owners or Occupiers that fail to extend cooperation or assistance to DMCCA, its agents or employees, or otherwise seek to obstruct or hinder such persons from performing their duties in any way shall be liable for a Sanction.

## 11. INSURANCES

- 11.1 All Owners and Occupiers of Property are required to hold and maintain valid policies of insurance as set out in their freehold sale and purchase agreement, leasehold agreement, licence and/or these Regulations.
- 11.2 All Owners and Occupiers of Property are required to maintain their own policy of insurance where required to cover the contents of their property and any chattels or fixtures and fittings located at the Property (**Property Contents**). Neither DMCCA, its affiliates, business units or any employee, officers or agents shall be liable for any loss or damage to any Property Contents due to any reason including without limitation, fire, flood, theft or natural calamity.
- 11.3 All contractors and sub-contractors and any other legal or beneficial Owners of Development Plots under development must:
- (a) hold a valid contractor's all risks insurance policy;
  - (b) hold valid third party insurance policies;
  - (c) ensure that the terms of such insurance policies identified in items (a) and (b) above are acceptable to DMCCA; and
  - (d) provide a copy of any such policy to DMCCA on reasonable written notice.

## 12. PLANNING, CONSTRUCTION AND OPERATION CONTROLS

- 12.1 No fabric or function of the Master Community shall be altered without the prior written consent of DMCCA.
- 12.2 In addition to and subject to any Applicable Laws, DMCCA may issue planning, construction and operational guidelines to control and administer developments, alterations and property maintenance and operations within the Master Community.
- 12.3 DMCCA may, in its absolute discretion, delegate its responsibilities to any other Relevant Authority or third party agent or provider.
- 12.4 DMCCA shall have control and supervisory oversight in respect to all planning matters within the Master Community including those in connection with:
- (a) the review and approval of design plans and specifications;
  - (b) liaising with Relevant Authorities with respect to the issuance of planning permits, building permits and/or licences;
  - (c) the design and positioning of all parking and landscaping;
  - (d) inspections;

- (e) liaising with Relevant Authorities with respect to the issuance of completion certificates in respect of building works;
- (f) the levy and collection of fees for the provision of any of the above services; and
- (g) the enforcement of any and all planning and building controls, laws, any Applicable Laws, including but not limited to the construction guidelines.

12.5 Owners or Occupiers undertaking any construction works must, following completion of all construction works:

- (a) obtain from the Relevant Authority, agent, or any other authority nominated by a Relevant Authority, all necessary inspections and approvals;
- (b) obtain all necessary no objection certificates and/or approvals from DMCCA;
- (c) pay any fees levied by DMCCA or representative of DMCCA; and
- (d) obtain all necessary building completion certificates and/or any other relevant approvals from the Relevant Authority prior to approving the occupation of the constructed facilities and authorising connection of any services or utilities.

12.6 All DMCC Licence holders that have constructed facilities on Development Plots or have fitted out Property for its commercial business purposes (such as warehousing, commercial or office space) are required to obtain from DMCCA, its agents or any other Relevant Authority nominated by DMCCA an Operational Fitness Certificate prior to commencing commercial business operations. Where a person is required to hold an Operational Fitness Certificate for its Property, it shall not, under any circumstances, commence business operations unless and until it is in receipt of a valid Operational Fitness Certificate.

### **13. SIGNAGE, ADVERTISING AND BRANDING**

13.1 No sign board or name plate shall be erected or displayed in any part of the Master Community without the prior written approval of DMCCA and Relevant Authorities.

13.2 All signage shall be in accordance with the Applicable Laws, as may be amended from time to time.

13.3 No advertising or branding within the Master Community shall be erected or displayed by any Owner or Occupier, Community User or any other person without the prior written approval of DMCCA.

13.4 All advertising and branding within the Master Community shall be in accordance with the requirements set out in the Applicable Laws, as may be amended from time to time.

### **14. TRAFFIC AND PARKING AFFAIRS**

14.1 The roads within the Master Community are to be treated as public highways for the purposes of these Regulations.

- 14.2 Community Users must ensure that all vehicles are roadworthy and comply with all Applicable Laws, pertaining to vehicle safety. Drivers violating any provisions of this Section 14 shall be reported to the Dubai Police or any other Relevant Authority and may be subject to penalties imposed by the RTA and/or Dubai Police.
- 14.3 All Community Users must adhere to the Community Rules regarding parking.
- 14.4 Vehicles may only be parked at authorised locations, which may be subject to charges.
- 14.5 Any vehicle found to be parking in breach of the Community Rules or in an unauthorised location anywhere within the Master Community shall be reported to the Relevant Authority and the relevant person or entity shall be subject to the imposition of a Sanction.
- 14.6 DMCCA retains control over all Podium Car Parking Structures owned by DMCCA and any commercial parking facilities within the Master Community.
- 14.7 Any owner of a parking bay within the Master Community and any commercial parking operators wanting to commercially lease their bays within the Master Community must hold the relevant DMCC Licence and have received written approval from DMCCA to operate within the DMCC Free Zone.
- 14.8 DMCCA approval for commercial parking operations shall be granted at its sole discretion and upon such commercial terms as DMCCA may determine from time to time.
- 14.9 In the event that any person owning or operating parking within the Master Community fails to comply with the parking requirements of the Community Rules, DMCCA may impose a Sanction including revoking any DMCC Licence held by such person, withdrawing approval to operate within the DMCC Free Zone and/or issue a penalty or fine.
- 14.10 Neither DMCCA, its agents, representatives nor employees shall be held liable for any vehicle related death or injury of any person authorised or unauthorised within the Master Community.

## **15. COMMUNITY INFRASTRUCTURE, SERVICES AND UTILITIES**

- 15.1 All services provided within or which are for the benefit of the Master Community Users, shall be provided in accordance with agreements entered into between DMCCA and the Relevant Authorities or relevant service provider. If required, Owners or Occupiers may enter into separate agreements with DMCCA or service providers approved by DMCCA, with respect to the provision of utility services to their Unit.
- 15.2 All Community Users shall ensure that reasonable access to the Master Community infrastructure is made available to DMCCA (and where applicable its agents and service providers) to enable the servicing and maintenance of the Master Community infrastructure.

15.3 No person may obstruct or prevent access at any time to any part of the Master Community without prior written approval from DMCCA. To otherwise obstruct or prevent access to any part of the Master Community may be subject to imposition of a Sanction.

## **16. ENVIRONMENTAL MANAGEMENT**

16.1 All Community Users shall comply with the Community Rules, Applicable Laws and the requirements of any Relevant Authority with respect to environment, water, waste, energy management. Failure to comply with any of these requirements will be subject to a Sanction imposed by DMCCA or penalty of the Relevant Authority.

## **17. EASEMENTS AND RIGHTS OF ACCESS**

17.1 DMCCA is responsible for the provision of access easements and rights of access within the Master Community. Such easements and rights of access are required for the installation and maintenance of essential infrastructure, public access and shared use of Property within the Master Community by all Community Users and Relevant Authorities.

17.2 All Owners must fully implement all requirements of DMCCA and comply with all applicable Community Rules in respect of the use and provision of any such rights of access and easements to other Community Users.

## **18. MASTER COMMUNITY SERVICE CHARGES**

18.1 DMCCA is the sole determinant of the service charge amounts and zones within the Master Community. DMCCA will identify and charge the Master Community Service Charge in a fair and equitable allocation. DMCCA has the right to change the amounts and update the allocation of Master Community Service Charges as it deems necessary to reflect the beneficial use of Master Community Facilities as determined by DMCCA.

18.2 DMCCA has the right to withdraw its any or all the services in respect of the Master Community Facilities if full and prompt payment of Master Community Service Charges is not performed.

## **19. SANCTIONS**

19.1 A person who commits a contravention of these Regulations or any other legislation administered by DMCCA will, at the absolute discretion of DMCCA be subject to imposition of a fine or other penalty (**Sanction**).

19.2 Ignorance of any provision of these Regulations or other legislation administered by DMCCA will not be excuse any non-compliance.

### **19.3 Administrative imposition of fines:**

- (a) If DMCCA considers that a person has committed a contravention of these Regulations or any other legislation administered by DMCCA, DMCCA may impose on such person a fine up to the amount specified by DMCCA from time to time.

- (b) For the purposes of this Regulation 19.3, DMCCA may prescribe the applicable procedures in relation to the imposition, publication, collection and recovery of fines.
- (c) In the event of any violation of a material nature, the person who commits a contravention shall be automatically subject to a fine as specified in the DMCC Community Fines and Penalty Policy.
- (d) Where an offence is not explicitly covered in the DMCC Community Fines and Penalty Policy, DMCCA may levy an appropriate fine that is commensurate with the severity of the offence and any level of loss, damage and/or inconvenience caused by the offence.
- (e) The payment of any fine shall be in addition to and not in substitution of any civil and/or criminal penalties that may apply.
- (f) All fines, charges or other financial penalties imposed upon on any person in accordance with these Regulations, if unpaid after a period of 90 days, may be set off from any money owed by DMCCA or any of its affiliate to such person, deducted from fees or charges owing to DMCCA from such person or recovered as a debt.

#### 19.4 Administration of other penalties

- (a) Where DMCCA considers that a person has committed a contravention of these Regulations or any other legislation administered by DMCCA, DMCCA may impose on such person such other penalties as DMCCA may determine from time to time.
- (b) For the purposes of this Regulation 19.4, DMCCA may prescribe the applicable procedures in relation to the imposition, publication, and administration of such penalties.

## **20. TITLE**

20.1 These Regulations are to be referred to as the Dubai Multi Commodities Centre Authority Community Regulations 2019.

## **21. LEGISLATIVE AUTHORITY**

21.1 These Regulations are issued by DMCCA under Rule No. 4 of 2002 for Organising Operations at the Dubai Metals and Commodities Centre, as amended from time to time.

## **22. APPLICATION OF THESE REGULATIONS**

22.1 These Regulations are made on and come into force on the effective date of publication by DMCCA.

22.2 These Regulations repeal and replace any Previous Community Regulations.

22.3 These Regulations apply to all Community Users.

22.4 DMCCA has full power and authority to issue, from time to time, policies, procedures, regulations, standards, guidance, manuals or such other directions or orders in respect of the DMCC Free Zone.

22.5 Except where otherwise provided in these Regulations, anything done or omitted to be done pursuant to or for the purposes of the Previous Community Regulations (or any regulations made under the Previous Community Regulations) is treated as being done or omitted to be done pursuant to or for the purposes of these Regulations.

22.6 Without limiting the generality of Regulation 22.5, and subject only to Regulation 22.7, such repeal and replacement does not affect:

(a) any right, privilege, remedy, obligation or liability accrued to or incurred by any person; or

(b) any investigation or legal or administrative proceeding commenced or to be commenced in respect of any such right, remedy, privilege, obligation or liability,

under the Previous Community Regulations (or any regulations made under the Previous Community Regulations) and any such investigation or legal or administrative proceeding may be instituted, continued or enforced, including any penalty, fine or forfeiture, under these Regulations.

22.7 If:

(a) a subject matter is not addressed in these Regulations but is addressed in the Previous Community Regulations (or any regulations made under the Previous Community Regulations); and

(b) there is an investigation or legal or administrative proceeding as specified in Regulation 22.6(b),

the relevant provision from the Previous Community Regulations (or any regulations made under the Previous Community Regulations) is treated as surviving the repeal and replacement under this Regulation 22.7 until such time as the matter is addressed.

- 22.8 DMCCA may establish any transitional or saving provisions as it deems necessary to give effect to, or to facilitate, the transition from the Previous Community Regulations (and any regulations made under the Previous Community Regulations) to these Regulations.



