

## **General Terms and Conditions (Home and Businesses)**

### **In this General Terms and Conditions:**

- a) any reference to a “clause” or “Schedule” is a reference to a clause or schedule of this Agreement, unless the context otherwise requires;
- b) any reference to either of the words “include” and “including” is to be construed without limitation;
- c) any reference to a statute, statutory instrument, regulation, code or order shall be construed as a reference to such statute, statutory instrument, regulation, code or order as amended or re-enacted from time to time;
- d) any reference in this Agreement to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument as the same may have been, or may from time to time be, amended, varied, supplemented or novated;
- e) clause headings are for ease of reference only and are to be ignored for construction purposes;
- f) any reference in this Agreement to a person includes body corporate, unincorporated associations, partnerships and individuals; and
- g) where a word or expression is defined cognate words and expression shall be construed accordingly.

## **PART A: TERMS AND CONDITIONS FOR HOME CUSTOMER**

### **On-Boarding**

- A-1 The Home Customer declares that he/she is above the age of 21 and is under no legal disability to enter into this Agreement, failing which the Company shall be entitled to terminate this Agreement immediately and look to the Home Customer for any and all the costs, expenses and losses suffered by the Company as a result. The Home Customer shall provide accurate and complete information to Company and inform Company immediately of any changes in any particulars or information given to during application including but not limited to any changes in address and/or contact particulars, and shall take all reasonable steps to prevent fraudulent, improper or illegal use of the Services/Supplies.
- A-2 The Home Customer declares that: (i) he/she is the main account holder of the utility account or (ii) he/she has filled up an authorisation form prescribed by the Authority and is authorised by the main utility account holder to enter into this Agreement.
- A-3 The Home Customer shall be informed of the status of the transfer of account from MSSL to the Company. For successful transfer, the Company shall inform the Home Customer of the successful transfer within 2 (two) business days from the Supply Effective Date. For unsuccessful transfer, the Company shall inform the Home Customer of the unsuccessful transfer within 2 (two) business days from the date of notification from MSSL of the unsuccessful transfer.
- A-4 In the event that AMI meter is required for the Price Plan, the Home Customer acknowledge that his/her successful transfer from MSSL to the Company is subject to the successful installation and commissioning of the AMI meter and the Start Date may change. In the event that MSSL did not grant approved the transfer application for any reason whatsoever, whether or not attributable to the Home Customer, before the Start Date, the Company reserves the right to terminate and void the Agreement as it deems fit, and the Company shall not be liable in such an instance.

- A-5 The Home Customer acknowledges that the terms and conditions of this Agreement may change from time to time in order to comply with any modifications made to the Retailer Code of Conduct by the Authority. The Company shall notify the Home Customer of any modifications that may be made to the Retailer Code of Conduct from time to time by the Authority and the Home Customer agrees to be bound by the new terms and conditions of this Agreement arising from any modifications to the Retailer Code of Conduct.
- A-6 The Home Customer acknowledges and consents to the Company, as a licensed electricity retailer to transfer the Home Customer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL, which required by the Authority under the Code of Conduct for Retail Electricity Licensees.

### **Fact Sheet & Consumer Advisory**

- A-7 The Home Customer acknowledges that he/she has read and understood the information presented in the Consumer Advisory and Fact Sheet prior to entering into this Agreement with the Company.

### **Security Deposit**

- A-8 The Home Customer shall pay to the Company an initial security deposit in cash and maintain it at an amount which is equivalent to two (2) times the average monthly electricity charges which is calculated based on: (i) a continuous period of 12 months ending with the month immediately preceding the month in which the security deposit is to be collected, or (ii) if the Home Customer has less than 12 continuous months of invoices issued immediately preceding the month in which the security deposit is to be collected, the applicable period, or (iii) if none of (i) or (ii) is applicable, the national average monthly consumption of the specific dwelling type as published by the MSSL and the prevailing rate offered by the Company to the Home Customer.
- A-9 The Initial Security Deposit for the Home Customer is as follows:

<b>Household Type</b>	<b>Initial Security Deposit</b>
HDB 1 Room	\$ 50
HDB 2 Room	\$ 50
HDB 3 Room	\$ 50
HDB 4 Room	\$ 60
HDB 5 Room	\$ 60
HDB Exec	\$ 90
Private Apt	\$ 90
Terrace	\$ 120
Semi-D	\$ 120
Bungalow	\$ 200

- A-10 The Company may apply any Security Deposit towards payments of overdue amount under the Agreement.
- A-11 A Security Deposit does not relieve Home Customer from his/her obligations to pay any charges, nor does it constitute a waiver of the Company's rights to suspend, disconnect or terminate the electricity supply due to non-payment.
- A-12 The Company reserves the right to bill the Home Customer for any subsequent shortfall in the Security Deposit.

- A-13 The Company reserves the right to terminate this Agreement and transfer his/her account to MSSL under the Default Supply Arrangement, or any other electricity retailer that the Home Customer chooses, for failure to provide the required Security Deposit.
- A-14 The Security Deposit amount, less any unpaid invoice amounts, shall be refunded (without interest) to the Home Customer no later than 30 (thirty) calendar days from the Home Customer's payment of the final invoice issued by the Company. Final invoice shall be issued within 12 business days from the date the Company receives the relevant invoice from MSSL (unless otherwise advised by the Company).

### **Metering**

- A-15 The quantity of Electricity sold by the Company to the Home Customer shall be determined by metering data from readings of the Meter provided by MSSL in accordance with the Metering Code and MSS Code and shall be without any adjustment for Transmission Losses except where the Home Customer is buying electricity from any wholesale electricity market at the prevailing market prices through the Company. The metering data (subject to necessary adjustments or re-readings by MSSL) shall be conclusive and binding on the Parties for purposes of determining the Electricity Charges payable.
- A-16 In the event the metering consumption for the Home Customer's premises is revised, then, notwithstanding any termination or expiry of this Agreement, the Company shall be entitled to make the necessary adjustments to its Monthly Invoice reflecting the adjusted consumption to the Home Customer who shall promptly make payment on or before the Payment Due Date.
- A-17 In the event of any overcharging or undercharging, for any reason, including but not limited to such inaccurate meter readings, the Company shall bill the Home Customer in the next invoice due to any undercharging or credit the account with any overcharged amount.

### **Payments & Charges**

- A-18 The Home Customer acknowledges that he/she is liable to make payment for all charges arising under this Agreement.
- A-19 The Home Customer shall pay for the electricity supplied to the premises at such Tariff Rate/Recurring Charge which was opted for at the time of this application.
- A-20 The Home Customer shall pay the Company the aggregate of the following charges for Electricity delivered by the Company passing through the Delivery Point:
- (a) Electricity Tariff x Electricity sold or Recurring Charges;
  - (b) Third Party Charges; and
  - (c) Goods and Services Tax at the prevailing rate.
- A-21 At the end of each Billing Period, the Company shall deliver by electronic mail to the Home Customer a Monthly Invoice and the Home Customer shall pay the total charges stated in the Monthly Invoice in full on or before the Payment Due Date. All amounts or charges payable by the Home Customer under this Agreement are exclusive of any duties, fees, Goods and Services Tax and other applicable tax. In the event the Home Customer fails, refuses or neglects to make such payment, the Home Customer shall pay a late payment charge of S\$5.00 per bill. For avoidance of doubt, the charging of the late payment charge shall not constitute a waiver nor prejudice any other remedies of the Company under this Agreement. The Home Customer shall pay the Company a fee of S\$1.00 for each GIRO instruction rejection.
- A-22 U-Save rebates is part of the GST Voucher Scheme introduced by the Singapore Government for eligible Home Customer to offset their utilities bills. The U-Save rebates will be prioritised to

offset non-electricity charges from MSSL, and any remaining amount of the U-Save rebate would be used to offset the electricity charges from the Company. The Home Customer hereby authorises the Company to claim from MSSL, on behalf of the Home Customer, "U-Save Rebates" under the "GST Voucher – U-Save" scheme, in respect of the retail of electricity by the Company to the Home Customer under each Agreement. In the event that the Company is able to claim such rebates from MSSL on behalf of the Home Customer in respect of any Agreement for any period, the amount of the rebates claimed in respect of such period shall be reflected in the invoice(s) issued to the Home Customer under such Agreement for such period, and set off against the amounts payable under such invoice(s).

- A-23 Any outstanding/credit balance will be brought forward to the next Monthly Invoice and settled in accordance by the Payment Due Date. All remaining credit balance reflected in the final invoice at the end of the Agreement will be refunded within 30 (thirty) calendar days from the final invoice by the Home Customer.
- A-24 The Company allows the Monthly Invoices to be paid through GIRO, AXS, credit/debit card, or any other mode of payment as advised by the Company.
- A-25 Where the Home Customer has specified that payment shall be made by charging to the Home Customer's account with a credit or debit card (including recurrent payments for electricity invoices) acceptable by the Company, the following provisions shall apply:
- A-25.1 Execution by the Home Customer of this Agreement shall constitute the Home Customer's written authorisation to the Company from time to time submitting to the relevant credit card governing body ("**Association**") requests for the payment of any and all sums payable by the Home Customer to the Company (however arising) and for this purpose the Company may charge or debit or require to be charged or debited any such sum to the Home Customer's account with the Association as may from time to time be notified to the Company by the Home Customer and/or the Association. Such Home Customer's authorisation shall be deemed to include the disclosure of invoices issued by the Company from time to time, as may be requested by the Association for any purpose whatsoever.
- A-25.2 The Home Customer shall not be obliged to make payment to the Company in respect of any invoice rendered by the Company provided that such payment is received by the Company from the Association no later than the Payment Due Date (or such period as the Company may allow the Association). The Home Customer shall immediately inform the Company if it decides to cease making payments using the credit card initially notified to the Company and make all payments directly to the Company. In the event that a payment instruction rejection is received from the Association for any reason whatsoever, the Home Customer shall pay the Company the total charges stated in the Monthly Invoice in full on or before the Payment Due Date. The Home Customer shall pay the Company a fee of S\$5.00 for each payment instruction rejection.
- A-25.3 The Home Customer shall duly pay the Association any and all sums so charged or debited or paid by the Association to the Company on behalf of the Home Customer in full without any set-off, counterclaim or deduction on account of any dispute or qualm which the Home Customer may have against the Company in relation to or arising from this Agreement. It is the intention of the parties that the Home Customer shall bring any such dispute or claim directly against the Company.
- A-25.4 The Home Customer must inform the Company immediately in writing if the credit or debit card is lost, stolen, expired or terminated or if Home Customer wants to terminate this method of payment. The termination of the credit/debit card payment arrangement will only be in effect when the message referring to the credit/debit card deduction is no longer reflected in the bill. If the Company is unable to make the deduction or settlement with the card company, the Company will not be liable to Home Customer in any way and Home Customer must make payment for outstanding amounts through AXS, immediately together with any administrative fees and/or processing fee for the failed transaction.

- A-26 Where the Home Customer has specified that payment shall be made by GIRO, the Home Customer shall notify the relevant bank and the Company if this method of payment is to be terminated. The termination of the GIRO arrangement will only be in effect when the message referring to the GIRO is no longer reflected in the bill. If the Company is unable to make the deduction or settlement with the bank, the Company will not be liable to Home Customer in any way and Home Customer must make payment for outstanding amounts in credit cards, or through AXS immediately together with any administrative fees and/or processing fee for the failed transaction.

### **Title and Risk**

- A-27 Title and risk in the Electricity sold by the Company to the Home Customer passes to the Home Customer at the Delivery Point.

### **Transmission Licensee**

- A-28 The Home Customer shall be responsible for securing and maintaining connection of its premises to the Transmission System for the sale of Electricity under this Agreement.
- A-29 The Home Customer acknowledges that the Transmission Licensee may disconnect the Home Customer's connection to the Transmission System:
- (a) in the event of an emergency/public safety;
  - (b) upon receipt of a direction or order from the PSO, EMA or MSSL;
  - (c) if the Home Customer's Installation connected to the Transmission System do not comply with the Transmission Code;
  - (d) for any other reason as required pursuant to any Law or Codes; or
  - (e) the Transmission Licensee has been unreasonably prevented from inspecting or maintaining the connection.
- A-30 Where there is any connection, disconnection or reconnection of the Home Customer's premises to the Transmission System, the Home Customer shall be liable for and pay the Company such charges levied by the Transmission Licensee on the Company in connection therewith within 10 (ten) calendar days of receiving an invoice for such charges.

### **Modification of Terms**

- A-31 Subject to Clause A-32 any amendments to the Pricing and Payment Provisions and/or the Term of this Agreement shall require the mutual consent of the Company and the Home Customer.
- A-32 The Company may by written notice to the Home Customer modify any term and condition of this Agreement to the extent the Company considers necessary as a result of or in connection with:
- (a) enactment of, or changes to or in the interpretation or application of any Law or Codes;
  - (b) order or direction by the Energy Market Authority or other relevant authority; or
  - (c) any amendment or modification to or replacement of any Regulatory Contract, and
- the Home Customer agrees to be bound by such modifications upon receipt of written notice from the Company.

## **Liability**

A-33 Save as otherwise expressly provided in this Agreement (including Termination Sums payable), neither Party shall be liable to the other for loss arising from breach of this Agreement or negligence other than for loss directly resulting thereof causing physical damage to the property of the other. Notwithstanding the aforesaid, the Home Customer shall fully indemnify the Company from and against any and all liability, loss, damage, cost, or expense that the Company may incur, suffer, or be required to pay by reason of any act, negligence, or breach of the Home Customer's Connection Agreement by the Home Customer, failure or refusal to comply with directions from the EMA, or Transmission Licensee or for any Unauthorised Energy Use by the Home Customer. Nothing herein shall be construed so as to prevent the Company from bringing an action in debt against the Home Customer.

## **Exclusion and Limitation of Liability**

A-34 Save as otherwise expressly provided in this Agreement, neither Party shall in any circumstances whatsoever be liable to the other for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss. Any statutory or implied conditions and warranties are excluded. The Sale of Goods Act (Cap. 393) is expressly excluded from application to this Agreement.

A-35 The Company shall not be liable for any loss, damage, cost, expense, liability or injury whatsoever suffered by or caused to the Home Customer or the Home Customer's property resulting from (i) any planned outage, (ii) unplanned outage, interruption, failure, unreliability, variation, continuity or reduction of the Electricity sold, (iii) Electricity voltage or frequency fluctuation, instability, surge or dip, (iv) defect of whatever nature in the Electricity sold, or (v) any act or omission by any third party (including the Authority, the Market Company, PSO, MSSL or the Transmission Licensee) or (vi) for any other reason whatsoever.

A-36 Without prejudice to the foregoing, the rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive rights or remedies express or implied and otherwise provided by common law or statute.

## **Security**

A-37 Home Customer must ensure the security and secrecy of his/her login identification, passwords, PINs or email or other accounts given to, chosen by or owned by Home Customer. Home Customer must ensure that these are not revealed to any third party. Home Customer is solely responsible for all activities that occur under his/her login identification, password(s), PIN and/or his/her accounts, whether such activities were carried out with his/her express consent and/or knowledge or otherwise. Use of any login identification, password or PIN deemed by us, in the Company's sole discretion, to be insecure shall be a breach of this Agreement.

A-38 If Home Customer discovers or suspects any unauthorised use or disclosure of his/her login identification, password(s) and/or PIN or that his/her account security has been compromised, he/she must immediately:

- (a) inform the Company; and
- (b) change his/her password(s) and/or PIN.

A-39 Home Customer is advised to change password(s), PIN or any other security identification regularly to protect his/her own security.

A-40 The security of Home Customer's account, network and systems, including any content stored, sent or received through these mediums, is his/her own responsibility. The Company cannot guarantee the safety and security of any transmission.

## **Termination / Expiry**

- A-41 The Agreement shall be in force for the duration of the Term of Agreement unless terminated earlier pursuant to this Agreement.
- A-42 The Home Customer is required to provide the Company 30 (thirty) calendar days prior written notice period to terminate the Agreement before the End Date. Early Termination Charges shall apply.
- A-43 In the event of any of the following:
- (a) Home Customer is insolvent or bankrupt (or suffers an event similar or analogous to any of the aforesaid);
  - (b) Home Customer has deceased;
  - (c) Home Customer has breached any terms and conditions of this Agreement and has failed to remedy the breach within a reasonable period of time; or
  - (d) the Company has suffered a ROLR Event,
- the Company is entitled to terminate this Agreement with 10 (ten) business days' notice, in which case all sums due, accruing due or payable to the Company in respect of this Agreement up to the date that this Agreement is terminated will become immediately due and payable to the Company.
- A-44 In the event of any termination of the Agreement by the Company arising from a RoLR event, unless the Home Customer contracts with and is successfully transferred to another Licensee or the MSSL prior to the Default Supply Effective Date, the Company will transfer the Home Customer's account to MSSL on the Default Supply Arrangement i.e. regulated tariff on the Default Supply Effective Date. Early Termination Charge will be waived for termination arising from a RoLR event.
- A-45 Upon termination or expiry of this Agreement, neither Party shall have any further obligations under this Agreement except such obligations as have accrued as of the date of such termination or expiry or by their express terms survive the expiration or termination of this Agreement. Without prejudice to the foregoing, the Home Customer shall pay all sums due and payable or accrued under this Agreement including costs incurred by the Company in discontinuing the electricity purchase arrangements upon termination or expiry of this Agreement.

## **Auto-Renewal**

- A-46 The Company will notify the Home Customer, no later than 10 (ten) business days prior to the End Date, of the following:
- A-46.1 The terms and conditions of the renewed contract;
- A-46.2 Option(s) available to the Home Customer to purchase electricity from another Licensee or the MSSL after the expiry of the contract ("**Options**");
- A-46.3 The stipulated date by which the Home Customer shall inform the Company in writing: (i) whether he/she would like to proceed with automatic renewal and accept the renewed contract or (ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or to accept the renewed contract;
- A-46.4 The consequences in the event the Home Customer fails to inform the Company of: (i) its election whether to proceed with automatic renewal of the contract by the stipulated date and/or

(ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or accept the renewed contract; and

A-46.5 The mode of communication through which the Home Customer may inform the Company of (i) his/her election whether to proceed with any automatic renewal of the contract and/or (ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or accept the renewed contract.

A-47 Pursuant to Clause A-46.3:

A-47.1 If the Home Customer informs the Company of his/her election to renew the contract on the terms and conditions offered by the Company on or before the stipulated date in the notification, the renewed contract will take effect from the date immediately following the End Date.

A-47.2 If the Home Customer did not inform the Company of his/her election to renew the contract on the terms and conditions offered by the Company or elects not to proceed with the automatic renewal of the contract by the stipulated date in the notification, the Home Customer shall be automatically renewed at the same contract duration, same price plan type as the existing contract and at a rate lower than the prevailing regulated tariff at the point of renewal. All other applicable charges/fees will be the same or better than the existing quantum.

A-47.3 If the Home Customer informs the Company that he/she elects not to proceed with automatic renewal of the contract and he/she fails to inform the Company of his/her selection of one of the Options by the stipulated date in the notification, the Home Customer shall be deemed to have agreed to purchase electricity from the applicable MSSL under the Default Supply Arrangement with effect from the date immediately following the End Date.

A-47.4 If the contract is automatically renewed, the Home Customer shall have the express right to, within the first 30 (thirty) calendar days from the start of the renewed contract term, terminate the renewed contract by giving the Company at least 30 (thirty) calendar days' notice, and the Home Customer by doing so shall not be liable for or subject to any early termination charges or other applicable fees.

### **Early Termination Charges**

A-48 If this Agreement is terminated prior to its End Date pursuant to Clauses 42A-42, 43(a) or A-43(c), the Home Customer shall pay to the Company an Early Termination Charge equivalent to (Termination Rate x Unexpired Months) where:

- i. Unexpired Months refer to the number of months (inclusive of month at the date of termination) between the date of termination and the End Date;
- ii. Termination Rate for each Residence Type is as shown below:

Residence Type	Termination Rate (\$/month)
HDB 1 Room	10
HDB 2 Room	15
HDB 3 Room	20
HDB 4 Room	30
HDB 5 Room	35
HDB Executive	40
Private Apartment	40
Terrace	70
Semi-Detached	95
Bungalow	200



### **Third Party Rights**

A-49 The Contracts (Rights of Third Parties) Act Cap 53B is hereby expressly excluded from application to this Agreement.

### **Jurisdiction, Governing Law and Dispute Resolution**

A-50 The Courts of Singapore shall have exclusive jurisdiction over the parties in respect of proceedings arising from or in connection with this Agreement and the laws of Singapore shall apply to this Agreement.

A-51 This Agreement shall be construed in all respects under the laws of the Republic of Singapore. In the event that there are any disputes (including but not limited to invoices), the Home Customer may call 6727 8833 or write in to **support@sembcorp.com.sg** to register their dispute with the Company. The Company will use its reasonable endeavors to investigate and resolve the dispute with the Home Customer within 30 (thirty) calendar days from the date of the call or lodgments of dispute.

A-52 If the Home Customer is dissatisfied with the proposed resolution by the Company, the Home Customer shall be entitled to proceed with dispute resolution including, but not limited to, referring the dispute to mediation by reference to the Small Claims Tribunal or the State Courts. The Home Customer acknowledges and understands that there is a time limit of 2 (two) years from the date of issue of such invoice to lodge any dispute.

### **Inconsistencies**

A-53 Subject to Clause A-54, this Agreement shall be supplemented by the rights and obligations of the Parties under the applicable law and codes and the provisions of this Agreement shall be construed, to the extent possible, in a manner consistent with the rights and obligations of the Parties under law and codes.

A-54 In the event of inconsistency between this Agreement and the provisions of any Law or Codes, then the latter shall prevail to the extent of the inconsistency. Where the Home Customer has no rights or obligations under any law or codes, this Agreement shall prevail. Nothing in this Agreement shall prejudice or affect the rights or powers of the Company under any law or codes.

### **Severance, Entire Agreement and Waiver**

A-55 If any provision of this Agreement shall be held to be void, illegal, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect; provided that the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the void, illegal, invalid or unenforceable provision which as nearly as possible validly gives effect to their intentions in this Agreement and this shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect. For the avoidance of doubt, where a provision has been found to be void or unenforceable, and the Company is as a result thereof unable to continue performance of this Agreement, the Company shall not be held in breach of its obligations under this Agreement, and further, shall not be liable for any damages and or losses that may be occasioned as a consequence, nor shall the Company be subjected to any form of mandatory performance of the Agreement.

A-56 This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous dealings, whether written or oral. The Parties did not rely on any representation or statements or undertaking or warranty of the other in entering into this Agreement. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

## **Force Majeure**

- A-57 Neither Party shall be liable to the other for any failure in the fulfillment of any of its obligations under this Agreement due to Force Majeure. Failure or inability to make payment shall never be Force Majeure.
- A-58 The expression "**Force Majeure**" shall mean any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement provided that a Force Majeure event occurring under any of Regulatory Contracts or Market Rules shall be deemed a Force Majeure under this Agreement unless waived by the Company in full or in part.

## **Confidentiality and Data**

- A-59 This Agreement and all information disclosed by each Party to the other ("**Confidential Information**") shall, for two (2) years after the termination of this Agreement be treated by each Party as confidential except where such Confidential Information:
- (a) is or becomes available to the public domain at the time it was disclosed or comes into the public domain other than in consequence of a breach of the provisions of this Agreement;
  - (b) is independently developed by the receiving Party without any breach of the confidentiality provisions in this Agreement;
  - (c) is disclosed with the prior written approval of the disclosing Party; or
  - (d) is required by applicable law or a regulatory body or pursuant to a judicial order to be disclosed provided that the receiving Party gives advance notice to the disclosing Party of such requirement to the extent legally permissible so that the disclosing Party has the opportunity to object to such disclosure.
- A-60 The Home Customer acknowledges and agrees that the Company may collect, use and disclose to any third party any and all particulars relating to his/her personal information for the purposes of (i) providing the requested services, (ii) billing and account management (including debt collection or recovery); (iii) conducting surveys or obtaining feedback; (iv) informing him/her of their or their related entities', partners', and business affiliates' services and offers (unless he/she duly inform the Company otherwise); and (v) complying with all applicable laws and regulations, and business requirements.
- A-61 The Home Customer hereby consents to disclosure of Confidential Information and any data or information concerning the Home Customer by the Company as may be required or allowed under any Law or Codes.
- A-62 The Home Customer consents to Company's verification of the accuracy of the information that is submitted (including performing cross tabulations with external databases and information).
- A-63 By entering into this Agreement, Home Customer confirms his / her agreement to the Sembcorp Personal Data Protection Policy <https://www.sembcorp.com/Pages/Privacy.aspx>

### **Assignment**

A-64 The Home Customer shall not assign, novate or transfer any of his/her rights and/or obligations under this Agreement without the Company's prior written consent. The Company may assign, novate and/or transfer all or part of its rights and/or obligations under this Agreement to any party upon notice to the Home Customer.

### **Notice**

A-65 Without prejudice to Clause A-21, any notice to be given by one Party to the other under this Agreement shall be in writing and shall be delivered by hand to the Party in question or sent by electronic mail to such Party or by registered letter or facsimile addressed to that Party at such address as the Party in question shall from time to time designate by written notice. Any notice given by facsimile or electronic mail (other than routine communications) shall, unless already acknowledged, be subsequently confirmed by letter sent by registered letter or by hand but without prejudice to the validity of the original notice if received.

### **Company's Business Policy**

A-66 Home Customer acknowledges the Company's business policies which are based on honesty, integrity and fairness and agrees to extend, to the extent reasonably practicable, such co-operation as the Company requests from the Home Customer to ensure that the Home Customer's performance of this Agreement does not cause the Company to be in breach of the Company's business policies. The Home Customer acknowledges in particular that the Company does not permit any offering, solicitation, payment or acceptance of bribes in any form, including facilitation payments.

### **Contact**

A-67 For any enquiry, Home Customer may contact Company's Customer Care hotline at 6727 8833 or visit <http://www.semcorppower.com> for more information.

## **PART B: TERMS AND CONDITIONS FOR BUSINESS CUSTOMER**

### **On-Boarding**

- B-1 The Business Customer declares that he/she is above the age of 21 and is under no legal disability to enter into this Agreement, failing which the Company shall be entitled to terminate this Agreement immediately and look to the Business Customer for any and all the costs, expenses and losses suffered by the Company as a result. The Business Customer shall provide accurate and complete information to Company and inform Company immediately of any changes in any particulars or information given to during application including but not limited to any changes in address and/or contact particulars, and shall take all reasonable steps to prevent fraudulent, improper or illegal use of the Services/Supplies.
- B-2 The Business Customer hereby authorises the Company to apply for contestability status on their behalf and agrees to furnish the Company the required information for such application within 10 (ten) calendar days of the date of the letter of offer. The Business Customer acknowledges that the Company reserves the right to claim from them for any and all the costs, expenses and losses suffered by the Company in the event that the Business Customer fail to furnish the requisite information for contestability application.
- B-3 The Start Date set out in this Agreement is indicative and subject to approval of the Business Customer's contestability status by MSSL and successful installation and commissioning of the AMI electricity meter. In the event that the approval of the contestability status or the successful installation and commissioning of the AMI electricity meter is delayed, the Start Date shall be revised accordingly. Should the delay be longer than 3 months from the estimated Start Date, the Company reserves the right to revise the Tariff Rates/Recurring Charges set out herein.
- B-4 The Business Customer shall be informed of the status of the transfer of account from MSSL to the Company. For successful transfer, the Company shall inform the Business Customer of the successful transfer within 2 (two) business days from the Supply Effective Date. For unsuccessful transfer, the Company shall inform the Business Customer of the unsuccessful transfer within 2 (two) business days from the date of notification from MSSL of the unsuccessful transfer.
- B-5 The Business Customer acknowledges that the terms and conditions of this Agreement may change from time to time in order to comply with any modifications made to the Retailer Code of Conduct by the Authority. The Company shall notify the Business Customer of any modifications that may be made to the Retailer Code of Conduct from time to time by the Authority and the Business Customer agrees to be bound by the new terms and conditions of this Agreement arising from any modifications to the Retailer Code of Conduct.
- B-6 The Business Customer acknowledges and consents to the Company, as a licensed electricity retailer to transfer the Business Customer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL, which required by the Authority under the Code of Conduct for Retail Electricity Licensees.

### **Security Deposit**

- B-7 The Business Customer shall provide to the Company an Initial Security Deposit of \$200 in cash and maintain it at an amount which is equivalent to two (2) times the monthly charges ("**Security Deposit**").
- B-8 The Company reserves the right to require Security Deposit more than 2 times the monthly charges should it have reasonable grounds to require the same due to change in

circumstances, which may include, but shall not be limited to, publicly available information about adverse changes of financial position and changes of shareholding structure of the Business Customer, defaults or delay in payments, and information from others sources which casts a doubt on the financial situation of the Business Customer. The Business Customer shall within 14 (fourteen) days from the date of notification provide the required additional Security Deposit.

- B-9 The Company may apply any Security Deposit towards payments of overdue amount under the Agreement.
- B-10 A Security Deposit does not relieve Business Customer from his/her obligations to pay any charges, nor does it constitute a waiver of the Company's rights to suspend, disconnect or terminate the electricity supply due to non-payment.
- B-11 The Company reserves the right to bill the Business Customer for any subsequent shortfall in the Security Deposit.
- B-12 The Company reserves the right to terminate this Agreement and transfer his/her account to the MSSL on the Default Supply Arrangement, or any other electricity retailer that the Business Customer chooses, for failure to provide the required Security Deposit.
- B-13 The Security Deposit amount, less any unpaid invoice amounts, shall be refunded (without interest) to the Customer no later than 30 (thirty) calendar days from the Consumer's payment of the final invoice issued by the Company. Final invoice shall be issued within 12 (twelve) business days from the date the Company receives the relevant invoice from MSSL (unless otherwise advised by the Company).

### **Metering**

- B-14 The quantity of Electricity sold by the Company to the Business Customer shall be determined by metering data from readings of the Meter provided by MSSL in accordance with the Metering Code and MSS Code. The metering data (subject to necessary adjustments or re-readings by MSSL) shall be conclusive and binding on the Parties for purposes of determining the Electricity Charges payable. If no Meter reading is available, the Company may estimate the quantity of Electricity sold based on the preceding month's quantity sold (if available) or if not, in its sole discretion, for purposes of billing (subject to final Meter readings by MSSL). Any adjustments thereto shall be reflected in the next Monthly Invoice (or in the Monthly Invoice immediately after final Meter reading has been made) and the amounts due from or to the Company shall be set-off against amounts payable or paid forthwith as the case may be.
- B-15 In the event of any overcharging or undercharging, for any reason, including but not limited to such inaccurate Meter readings, Company shall bill the Business Customer for any undercharging or credit the account with any overcharged amount.

### **Payments & Charges**

- B-16 The Business Customer acknowledges that he/she is liable to make payment for all charges (including all AMI meter installation charges) arising under this Agreement.
- B-17 The Business Customer shall pay for the electricity supplied to the premises at such Tariff Rate/Recurring Charge which was opted for at the time of this application or as otherwise revised in accordance with Clause B-18.
- B-18 The Tariff Rate/Recurring Charge may from time to time be adjusted by the Company taking into account enactment of any new, or changes to or in the interpretation or application of Law or Codes applicable to the Singapore electricity industry or direction from the relevant authorities or change to the conditions of the Electricity License or change in the cost structure

of the Company in respect of the sale of electricity under this Agreement, including changes to the cost structure arising from the imposition of additional costs on the Company or revision of rates and/or charges to the Company by the Generator as a result of or in connection with enactment of any new, or changes to or in the interpretation or application of Law or Codes or change in the Business Customer's electrical installations.

- B-19 The Business Customer shall pay the Company the aggregate of the following charges for Electricity delivered by the Company passing through the Delivery Point:
- (d) Electricity Tariff x Electricity sold or Recurring Charges;
  - (e) Transmission Losses charge;
  - (f) Third Party Charges; and
  - (g) Goods and Services Tax at the prevailing rate.
- B-20 At the end of each Billing Period, the Company shall deliver by electronic mail to the Business Customer a Monthly Invoice and the Business Customer shall pay the total charges stated in the Monthly Invoice in full on or before the Payment Due Date. All amounts or charges payable by the Business Customer under this Agreement are exclusive of any duties, fees, Goods and Services Tax and other applicable tax. In the event the Business Customer fails, refuses or neglects to make such payment, the Company shall charge a late payment charge of S\$50.00 per bill where for avoidance of doubt, the charging of such said interest shall not constitute a waiver nor prejudice any other remedies of the Company under this Agreement. The Business Customer shall pay the Company a fee of S\$1.00 for each GIRO instruction rejection.
- B-21 Any outstanding/credit balance will be brought forward to the next Monthly Invoice and settled in accordance by the Payment Due Date. All remaining credit balance reflected in the final Monthly Invoice at the end of the Agreement will be refunded within 30 (thirty) calendar days from the date of the final Monthly Invoice.
- B-22 The Company allows the Monthly Invoices to be paid through GIRO, AXS, credit/debit card, or any other mode of payment as advised by the Company.
- B-23 Where the Business Customer has specified that payment shall be made by charging to the Business Customer's account with a credit or debit card (including recurrent payments for electricity invoices) acceptable by the Company, the following provisions shall apply:
- B-23.1 Execution by the Business Customer of this Agreement shall constitute the Business Customer's written authorisation to the Company from time to time submitting to the relevant credit card governing body ("**Association**") requests for the payment of any and all sums payable by the Business Customer to the Company (however arising) and for this purpose the Company may charge or debit or require to be charged or debited any such sum to the Business Customer's account with the Association as may from time to time be notified to the Company by the Business Customer and/or the Association. Such Business Customer's authorisation shall be deemed to include the disclosure of invoices issued by the Company from time to time, as may be requested by the Association for any purpose whatsoever.
- B-23.2 The Business Customer shall not be obliged to make payment to the Company in respect of any invoice rendered by the Company provided that such payment is received by the Company from the Association no later than the Payment Due Date (or such period as the Company may allow the Association). The Business Customer shall immediately inform the Company if it decides to cease making payments using the credit card initially notified to the Company and make all payments directly to the Company. In the event that a payment instruction rejection is received from the Association for any reason whatsoever, the Business Customer shall pay the Company the total charges stated in the Monthly Invoice in full on or before the Payment Due Date. The Business Customer shall pay the Company a fee of S\$5.00 for each payment instruction rejection.
- B-23.3 The Business Customer shall duly pay the Association any and all sums so charged or debited or paid by the Association to the Company on behalf of the Business Customer in full without

any set-off, counterclaim or deduction on account of any dispute or claim which the Business Customer may have against the Company in relation to or arising from this Agreement. It is the intention of the parties that the Business Customer shall bring any such dispute or claim directly against the Company.

- B-23.4 The Business Customer must inform the Company immediately in writing if the credit or debit card is lost, stolen, expired or terminated or if Business Customer wants to terminate this method of payment. The termination of the credit/debit card payment arrangement will only be in effect when the message referring to the credit/debit card deduction is no longer reflected in the bill. If the Company is unable to make the deduction or settlement with the card company, the Company will not be liable to Business Customer in any way and Business Customer must make payment for outstanding amounts through AXS, immediately together with any administrative fees and/or processing fee for the failed transaction.
- B-24 Where the Business Customer has specified that payment shall be made by GIRO, the Business Customer shall notify the relevant bank and the Company if this method of payment is to be terminated. The termination of the GIRO arrangement will only be in effect when the message referring to the GIRO is no longer reflected in the bill. If the Company is unable to make the deduction or settlement with the bank, the Company will not be liable to Business Customer in any way and Business Customer must make payment for outstanding amounts in credit cards, or through AXS immediately together with any administrative fees and/or processing fee for the failed transaction.

#### **Title and Risk**

- B-25 Title and risk in the Electricity sold by the Company to the Business Customer passes to the Business Customer at the Delivery Point.

#### **Transmission Licensee**

- B-26 The Business Customer shall enter into a Connection Agreement with the Transmission Licensee (*if not already entered*) and be responsible for securing and maintaining connection of its premises to the Transmission System for the sale of Electricity under this Agreement.
- B-27 The Business Customer acknowledges that the Transmission Licensee may disconnect the Business Customer's connection to the Transmission System:
- (f) in the event of an emergency/public safety;
  - (g) upon receipt of a direction or order from the PSO, EMA or MSSL;
  - (h) if the Business Customer's Installation connected to the Transmission System do not comply with the Transmission Code;
  - (i) for any other reason as required pursuant to any Law or Codes; or
  - (j) the Transmission Licensee has been unreasonably prevented from inspecting or maintaining the connection.
- B-28 Where there is any connection, disconnection or reconnection of the Business Customer's premises to the Transmission System, the Business Customer shall be liable for and pay the Company such charges levied by the Transmission Licensee on the Company in connection therewith within 14 (fourteen) calendar days of receiving an invoice for such charges.
- B-29 The Business Customer shall indemnify and pay to the Company the full amount of all charges, costs, losses and expenses caused to the Company in the event the Business Customer chooses to take electricity exceeding its Declared Contracted Capacity or the Contracted Capacity (*only for extra high tension and high tension customers*).

### **Modification of Terms**

B-30 The Company may by written notice to the Business Customer modify any term and condition of this Agreement to the extent the Company considers necessary as a result of or in connection with:

- (d) enactment of, or changes to or in the interpretation or application of any Law or Codes;
- (e) order or direction by the Authority or other relevant authority; or
- (f) any amendment or modification to or replacement of any Regulatory Contract, and

the Business Customer agrees to be bound by such modifications upon receipt of written notice from the Company.

### **Liability**

B-31 Save as otherwise expressly provided in this Agreement (including Termination Sums payable), neither Party shall be liable to the other for loss arising from breach of this Agreement or negligence other than for loss directly resulting thereof causing physical damage to the property of the other. Notwithstanding the aforesaid, the Business Customer shall fully indemnify the Company from and against any and all liability, loss, damage, cost, or expense that the Company may incur, suffer, or be required to pay by reason of any act, negligence, or breach of the Business Customer's Connection Agreement by the Business Customer, failure or refusal to comply with directions from the EMA, or Transmission Licensee or for any Unauthorised Energy Use by the Business Customer. Nothing herein shall be construed so as to prevent the Company from bringing an action in debt against the Business Customer.

### **Exclusion and Limitation of Liability**

B-32 Save as otherwise expressly provided in this Agreement, neither Party shall in any circumstances whatsoever be liable to the other for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss. Any statutory or implied conditions and warranties are excluded. The Sale of Goods Act (Cap. 393) is expressly excluded from application to this Agreement.

B-33 The Company shall not be liable for any loss, damage, cost, expense, liability or injury whatsoever suffered by or caused to the Business Customer or the Business Customer's property resulting from (i) any planned outage, (ii) unplanned outage, interruption, failure, unreliability, variation, continuity or reduction of the Electricity sold, (iii) Electricity voltage or frequency fluctuation, instability, surge or dip, (iv) defect of whatever nature in the Electricity sold, or (v) any act or omission by any third party (including the EMA, the Market Company, PSO, MSSSL or the Transmission Licensee) or (vi) for any other reason whatsoever.

B-34 Without prejudice to the foregoing, the rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive rights or remedies express or implied and otherwise provided by common law or statute.

### **Security**

B-35 Business Customer must ensure the security and secrecy of his/her login identification, passwords, PINs or email or other accounts given to, chosen by or owned by Business Customer. Business Customer must ensure that these are not revealed to any third party. Business Customer is solely responsible for all activities that occur under his/her login identification, password(s), PIN and/or his/her accounts, whether such activities were carried out with his/her express consent and/or knowledge or otherwise. Use of any login identification, password or PIN deemed by us, in the Company's sole discretion, to be insecure shall be a breach of this Agreement.



- B-36 If Business Customer discovers or suspects any unauthorised use or disclosure of his/her login identification, password(s) and/or PIN or that his/her account security has been compromised, he/she must immediately:
- (a) inform the Company; and
  - (b) change his/her password(s) and/or PIN.
- B-37 Business Customer is advised to change password(s), PIN or any other security identification regularly to protect his/her own security.
- B-38 The security of Business Customer's account, network and systems, including any content stored, sent or received through these mediums, is his/her own responsibility. The Company cannot guarantee the safety and security of any transmission.

### **Termination / Expiry**

- B-39 The Agreement shall be in force for the duration of the Term of Agreement unless terminated earlier pursuant to this Agreement.
- B-40 The Business Customer may terminate this Agreement before the End Date by providing the Company with 30 (thirty) calendar days prior written notice. Early Termination Charges shall apply.
- B-41 Without prejudice to Clause B-40, the Business Customer may terminate this Agreement before the End Date if:
- (a) The Company commits any breach of this Agreement which is not remedied within 21 (twenty-one) calendar days of receipt of the Customer's notice to the company requiring remedy thereof; or
  - (b) The Company becomes unable to pay its debts within the meaning of the Companies Act (Cap. 50) or has a receiver appointed of the whole or any material part of its assets or undertaking or has a judicial management or equivalent order made in relation to it or passes any resolution for winding-up or becomes subject to a petition for winding-up,

Then, without prejudice to any then subsisting rights of the Business Customer under this Agreement, the Business Customer may by written notice to the Company terminate this Agreement immediately and changes its Electricity purchase arrangements from purchasing from the Company to MSSL under the Default Supply Arrangement.

- B-42 In the event of any of the following:
- (a) the Business Customer fails to deliver the Security Deposit or additional Security Deposit, as the case may be;
  - (b) any amount due and payable by the Business Customer to the Company remains unpaid;
  - (c) the Business Customer commits any other breach of this Agreement which is not remedied within such period of remedy contained in the Company's notice to the Business Customer;
  - (d) the Business Customer becomes unable to pay its debts within the meaning of the Companies Act (Cap. 50) or has a receiver appointed or has a judicial management or equivalent order made in relation to it or passes any resolution for winding-up, or becomes subject to a petition for winding-up;
  - (e) the Business Customer has, or in the Company's reasonable opinion the Business Customer has failed to comply with the Connection Agreement and/or any laws, statutes, rules, regulations, and codes prevailing in Singapore in relation to the sale of Electricity to

the Business Customer or where Business Customer's premises is disconnected from the Transmission System, or the Business Customer's account with the MSSL is closed; or

(f) the Company has suffered a ROLR Event,

the Company is entitled to terminate this Agreement with 10 Business Days' notice, the Company shall be released and discharged from all obligations and liabilities hereunder, in which case all sums due, accruing due or payable to the Company in respect of this Agreement up to the date that this Agreement is terminated will become immediately due and payable to the Company.

- B-43 In the event of any termination of the Agreement by the Company arising from a RoLR event, unless the Business Customer contracts with and is successfully transferred to another Licensee or the MSSL prior to the Default Supply Effective Date, the Company will transfer the Business Customer's account to MSSL, without any Early Termination Charge payable, under the Default Supply Arrangement with effect on and from the Default Supply Effective Date..
- B-44 Upon termination or expiry of this Agreement, neither Party shall have any further obligations under this Agreement except such obligations as have accrued as of the date of such termination or expiry or by their express terms survive the expiration or termination of this Agreement. Without prejudice to the foregoing, the Business Customer shall pay all sums due and payable or accrued under this Agreement including costs incurred by the Company in discontinuing the electricity purchase arrangements pursuant to Clause A-43 upon termination or expiry of this Agreement.

#### **Auto-Renewal**

- B-45 The Company will notify the Business Customer, no later than 10 Business Days prior to the End Date, of the following:
- B-45.1 The terms and conditions of the renewed contract;
- B-45.2 Option(s) available to the Business Customer to purchase electricity from another Licensee or the MSSL after the expiry of the contract ("**Options**");
- B-45.3 The stipulated date by which the Business Customer shall inform the Company in writing: (i) whether he/she would like to proceed with automatic renewal and accept the renewed contract or (ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or to accept the renewed contract;
- B-45.4 The consequences in the event the Business Customer fails to inform the Company of: (i) its election whether to proceed with automatic renewal of the contract by the stipulated date and/or (ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or accept the renewed contract; and
- B-45.5 The mode of communication through which the Business Customer may inform the Company of (i) his/her election whether to proceed with any automatic renewal of the contract and/or (ii) his/her selection of one of the Options should he/she elect not to proceed with automatic renewal of the contract or accept the renewed contract.
- B-46 Pursuant to Clause B-45.3:
- B-46.1 If the Business Customer informs the Company of his/her election to renew the contract on the terms and conditions offered by the Company on or before the stipulated date in the notification, the renewed contract will take effect from the date immediately following the End Date.
- B-46.2 If the Business Customer did not inform the Company of his/her election to renew the contract on the terms and conditions offered by the Company or elects not to proceed with the automatic renewal of the contract by the stipulated date in the notification, the Business Customer shall

be automatically renewed at the same contract duration, same price plan type as the existing contract and at a rate lower than the prevailing regulated tariff at the point of renewal. All other applicable charges/fees will be the same or better than the existing quantum.

- B-46.3 If the Business Customer informs the Company that he/she elects not to proceed with automatic renewal of the contract and he/she fails to inform the Company of his/her selection of one of the Options by the stipulated date in the notification, the Business Customer shall be deemed to have agreed to purchase electricity from the applicable MSSL under the Default Supply Arrangement with effect from the date immediately following the End Date.
- B-46.4 If the contract is automatically renewed, the Business Customer shall have the express right to, within the first 30 (thirty) calendar days from the start of the renewed contract term, terminate the renewed contract by giving the Company at least 30 (thirty) calendar days' notice, and the Business Customer by doing so shall not be liable for or subject to any early termination charges or other applicable fees.

### **Early Termination Charges**

- B-47 If this Agreement is terminated prior to its End Date pursuant to Clauses B-40, A-43(a) or A-43(c), the Customer shall pay to the Company an Early Termination Charge equivalent to 50% x Average Daily Bill Amount x Unexpired Term ("**Termination Sum**") with respect to this Agreement.
- B-48 In the event Electricity is supplied to several premises belonging to the Business Customer, the Company agrees that although the supply of Electricity to the Business Customer's premises shall constitute one single agreement, the Company agrees that the termination of electricity supply to one or more of the Business Customer's premises pursuant to Clause B-40 shall not constitute a termination of this Agreement, subject always to the requirement for payment of the Termination Sum in respect of the premises where the supply of the electricity has ceased.

### **Third Party Rights**

- B-49 The Contracts (Rights of Third Parties) Act Cap 53B is hereby expressly excluded from application to this Agreement.

### **Jurisdiction, Governing Law and Dispute Resolution**

- B-50 The Courts of Singapore shall have exclusive jurisdiction over the parties in respect of proceedings arising from or in connection with this Agreement and the laws of Singapore shall apply to this Agreement.
- B-51 This Agreement shall be construed in all respects under the laws of the Republic of Singapore. In the event that there are any disputes (including but not limited to invoices), the Business Customer may call 6727 8833 or write in to [support@sembcorp.com](mailto:support@sembcorp.com) to register their dispute with the Company. The Company will use its reasonable endeavors to investigate and resolve the dispute with the Business Customer within 30 (thirty) calendar days from the date of the call or lodgments of dispute.
- B-52 If the Business Customer is dissatisfied with the proposed resolution by the Company, the Customer shall be entitled to proceed with dispute resolution including, but not limited to, referring the dispute to mediation by reference to the Small Claims Tribunal or the State Courts. The Business Customer acknowledges and understands that there is a time limit of 2 (two) years from the date of issue of such invoice to lodge any dispute.

### **Inconsistencies**

- B-53 Subject to Clause B-54, this Agreement shall be supplemented by the rights and obligations of the Parties under the applicable law and codes and the provisions of this Agreement shall be construed, to the extent possible, in a manner consistent with the rights and obligations of the Parties under law and codes.
- B-54 In the event of inconsistency between this Agreement and the provisions of any Law or Codes, then the latter shall prevail to the extent of the inconsistency. Where the Business Customer has no rights or obligations under any law or codes, this Agreement shall prevail. Nothing in this Agreement shall prejudice or affect the rights or powers of the Company under any law or codes.

### **Severance, Entire Agreement and Waiver**

- B-55 If any provision of this Agreement shall be held to be void, illegal, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect; provided that the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the void, illegal, invalid or unenforceable provision which as nearly as possible validly gives effect to their intentions in this Agreement and this shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect. For the avoidance of doubt, where a provision has been found to be void or unenforceable, and the Company is as a result thereof unable to continue performance of this Agreement, the Company shall not be held in breach of its obligations under this Agreement, and further, shall not be liable for any damages and or losses that may be occasioned as a consequence, nor shall the Company be subjected to any form of mandatory performance of the Agreement.
- B-56 This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous dealings, whether written or oral. The Parties did not rely on any representation or statements or undertaking or warranty of the other in entering into this Agreement. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

### **Force Majeure**

- B-57 Neither Party shall be liable to the other for any failure in the fulfillment of any of its obligations under this Agreement due to Force Majeure. Failure or inability to make payment shall never be Force Majeure.
- B-58 The expression "**Force Majeure**" shall mean any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement provided that a Force Majeure event occurring under any of Regulatory Contracts or Market Rules shall be deemed a Force Majeure under this Agreement unless waived by the Company in full or in part.

### **Confidentiality and Data**

- B-59 This Agreement and all information disclosed by each Party to the other ("**Confidential Information**") shall, for 2 (two) years after the termination of this Agreement be treated by each Party as confidential except where such Confidential Information:
- (a) is or becomes available to the public domain at the time it was disclosed or comes into the public domain other than in consequence of a breach of the provisions of this Agreement;
  - (b) is independently developed by the receiving Party without any breach of the confidentiality provisions in this Agreement;

(c) is disclosed with the prior written approval of the disclosing Party; or

(d) is required by applicable law or a regulatory body or pursuant to a judicial order to be disclosed provided that the receiving Party gives advance notice to the disclosing Party of such requirement to the extent legally permissible so that the disclosing Party has the opportunity to object to such disclosure.

- B-60 The Business Customer acknowledges and agrees that the Company may collect, use and disclose to any third party any and all particulars relating to his/her personal information for the purposes of (i) providing the requested services, (ii) billing and account management (including debt collection or recovery); (iii) conducting surveys or obtaining feedback; (iv) informing him/her of their or their related entities', partners', and business affiliates' services and offers (unless he/she duly inform the Company otherwise); and (v) complying with all applicable laws and regulations, and business requirements.
- B-61 The Business Customer hereby consents to disclosure of Confidential Information and any data or information concerning the Business Customer by the Company as may be required or allowed under any Law or Codes.
- B-62 The Business Customer consents to Company's verification of the accuracy of the information that is submitted (including performing cross tabulations with external databases and information).
- B-63 By entering into this Agreement, Business Customer confirms his / her agreement to the Sembcorp Personal Data Protection Policy that can be found via <https://www.sembcorp.com/Pages/Privacy.aspx>

#### **Assignment**

- B-64 The Business Customer shall not assign, novate or transfer any of his/her rights and/or obligations under this Agreement without the Company's prior written consent. The Company may assign, novate and/or transfer all or part of its rights and/or obligations under this Agreement to any party upon notice to the Business Customer.

#### **Notices**

- B-65 Without prejudice to Clause B-20, any notice to be given by one Party to the other under this Agreement shall be in writing and shall be delivered by hand to the Party in question or sent by electronic mail to such Party or by registered letter or facsimile addressed to that Party at such address as the Party in question shall from time to time designate by written notice. Any notice given by facsimile or electronic mail (other than routine communications) shall, unless already acknowledged, be subsequently confirmed by letter sent by registered letter or by hand but without prejudice to the validity of the original notice if received.

#### **Company's Business Policy**

- B-66 Business Customer acknowledges the Company's business policies which are based on honesty, integrity and fairness and agrees to extend, to the extent reasonably practicable, such co-operation as the Company requests from the Business Customer to ensure that the Business Customer's performance of this Agreement does not cause the Company to be in breach of the Company's business policies. The Business Customer acknowledges in particular that the Company does not permit any offering, solicitation, payment or acceptance of bribes in any form, including facilitation payments.

## **Contact**

B-67 For any enquiry, Business Customer may contact Company's Customer Care hotline at 6727 8833 or visit <http://www.sembcorp.com> for more information.

## DEFINITIONS AND INTERPRETATIONS

In this Agreement, except where the context requires, the following expressions shall have the meanings set opposite them:

“**Act**” means the Electricity Act 2001 (Cap 89A);

“**AXS**” means the payment methods instituted by AXS Pte Ltd;

“**Billing Period**” means a calendar month or part thereof;

“**Business Day**” means, where expressed by reference to a person in Singapore, any day other than a Saturday, Sunday or a day on which banks are authorized or required to be closed in Singapore;

“Business Customer” means a Customer who is not a Home Customer and have an aggregated monthly consumption of 2,000 kWh and below at the point of contract;

“**Codes**” means the Codes of Practice (as defined in the Act), Regulatory Contracts, Market Rules and any orders or directions thereunder;

“**Company**” or “**Sembpower**” means Sembcorp Power Pte Ltd;

“**Consumer Advisory**” means the consumer advisory notice to residential customers as prescribed by the Authority from time to time;

“**Default Supply Arrangement**” means the supply of electricity from the applicable MSSL:

- (a) In the case of a Customer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable MSSL for non-contestable consumers; and
- (b) In the case of a Customer who does not fall within subsection (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL;

“**Delivery Point**” means the point where Electricity enters the facility for receiving Electricity at the Customer's premises;

“**Default Supply Effective Date**” is the date on which the MSSL successfully transfers the Customer to a Default Supply Arrangement;

“**Electricity**” has the meaning ascribed to it in the Act;

“**Electricity License**” means a license granted by the EMA to the Company, among other things, to retail Electricity;

“**End Date**” means the date of termination of the sale of Electricity by the Company to the Customer;

“**Energy Market Authority** or **EMA** or the **Authority**” means the authority established under the Energy Market Authority Act (Cap 92B);

“**Fact Sheet**” means a fact sheet containing information and details as may be required by the Authority, comprising all the Company's standard offers for residential customers (whether or not such offers are bundled with other services and/or products) on its website(s) and on the Price Comparison Website;

“**Generator**” means Sembcorp Cogen Pte Ltd or any other counterparties which the Company has contracted with in relation to the supply of electricity of the Agreement with the Customer;

“**GIRO**” means the General Interbank Recurring Order which is a paperless and cashless payment method;

“**Goods and Services Tax**” means the tax as provided under the Goods & Services Tax Act (Cap. 117A);

“**Home Customer**” means a Customer whose premises are lawfully used or occupied by the Customer and are not non-residential premises;

“**kWh**” means kilowatt hours;

“**Law**” means any ordinance, statute including the Act, regulation, rule, directive or order, having the force of law and includes Electricity Licence as defined under the Act;

“**Licensee**” means a Retail Electricity Licensee who is subject to the Code as a condition of its electricity license;

“**Market Rules**” has the same meaning as “market rules” in the Act;

“**Market Services Support Licensee or MSSL**” has the same meaning as “market support services licensee” in the Act;

“**Market Support Services Agreement**” means the agreement entered between MSSL and the Company for provision of market support services.

“**Market Support Services Code or MSS Code**” means the Code of Practice approved by the EMA that describes the standards of support services to the electricity market;

“**Meter**” means the metering equipment and other measuring device and instruments used to measure the Electricity delivered at the Delivery Point;

“**Metering Code**” means the Code of Practice approved by the EMA that describes the standards of metering services;

“**Monthly Invoice**” means the statement of total charges payable by the Customer for each Billing Period;

“**MWh**” means megawatt hours;

“**Outage**” has the meaning ascribed to it in the Market Rules;

“**Payment Due Date**” means the specified period for payment of the total charges under a Monthly Invoice;

“**Party**” refers to either the Company or Customer and “**Parties**” refer to them both;

“**Power System Operator or PSO**” has the meaning ascribed to it in the Market Rules;

“**Price Comparison Website**” means the informational, non-commercial website set up and managed by the MSSL for and on behalf of the Authority to facilitate a consumer to compare the differences between the offers by the Licensees;

“**Pricing and Payment Provisions**” means the terms and conditions in a contract which address or provide for the following matters:

- (a) Pricing;
- (b) Security Deposit; and
- (c) Applicable charges, including early termination charges, late payment fees and treatment for over-charging or under-charging by the Company;



**“Regulatory Contracts”** means agreements required to be executed by the Company under the relevant Codes, namely the PSO/MP Agreement, Retailer Use of System Agreement and the Market Support Services Agreement (as these are defined in the relevant Codes.) ;

**“Retailer of Last Resort Event or ROLR Event”** means an event whereby the Company becomes unable or loses the right to retail Electricity to its Customers by virtue of one or more of the following events: (i) revocation by the EMA, or expiry or non-renewal of the Electricity Licensee's electricity license; (ii) receipt by the EMA of a notification from the Accounting and Corporate Regulatory Authority of the Licensee's application for a voluntary winding-up after the Electricity Licensee's receipt of the EMA's approval to cease operations as required under the Act; (iii) an order is made or resolution is passed for the winding up or liquidation of the Electricity Licensee; (iv) issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Electricity Licensee is unable or not allowed to retail electricity; (v) termination of the Electricity Licensee's Market Support Services (Retailer) Agreement by the MSSL; or (vi) termination of the Electricity Licensee's Retailer Use of System Agreement by the Transmission Licensee;

**“Start Date”** means the date of commencement of the sale of Electricity by the Company to the Customer;

**“Suspension Order”** has the same meaning as “suspension order” in the Market Rules;

**“Term of Agreement”** means the period commencing on the Start Date and ending on the End Date (or earlier termination of this Agreement);

**“Termination Order”** has the same meaning as “termination order” in the Market Rules;

**“Termination Rate”** refers to the rate payable by the Customer in the event of early termination depending on the residence type;

**“Third Party Charges”** means such charges and fees determined under any of the Regulatory Contracts, Connection Agreement, Codes as adjusted, revised, varied, removed or added from time to time, payable by the Customer;

**“Transmission Code”** means the Code of Practice approved by the EMA that describes the standards of performance in accordance with which the Transmission Licensee is required to act vis-à-vis the Transmission System;

**“Transmission Licensee”** means PowerGrid Limited or any successor or assign, which owns and/or operates the Transmission System;

**“Transmission Losses”** means transmission losses for the conveyance of Electricity sold by the Company to the Customer from the point of exit from the 66kV of the Transmission System to the Delivery Point;

**“Transmission System”** means the system of interconnected electric lines owned by the Transmission Licensee for the purpose of conveying Electricity;

**“Unauthorised Energy Use”** means (a) to dishonestly or fraudulently abstract, use or consume, or dishonestly or fraudulently divert or cause to be diverted any Electricity supplied; or (b) to alter or tamper with the Meter; and

**“Unexpired Term”** means the number of calendar days (any part thereof shall be rounded upwards and considered a full calendar day) between the date of termination and the date the Term of Agreement would otherwise have expired.