



# Standard Terms & Conditions for Electricity Retail Contract

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FLOENERGY.SG

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Singapore Pte. Ltd.  
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## 1 About This Document

This document sets out the terms and conditions on which we, Flo Energy Singapore Pte Ltd (UEN No. 202006009E) (the "**Retailer**" in this Contract referred to as "**we**", "**our**" or "**us**") agree to sell electricity and related services to you ("**Consumer**" or "**you**").

This document, and in case of a residential premises, the Electricity Supply Contract Fact Sheet ("**Fact Sheet**"), along with you submitting the Electricity Retail Application (if accepted by us) ("**Application**"), will form a binding agreement between you and us (the "**Electricity Retail Contract**" or "**Contract**").

You agree to pay the amounts billed by us under this Contract and to comply with this Contract and the Rules.

This Contract does not cover the physical connection of your Premises to the distribution system, including any metering equipment and the maintenance of that connection and the physical supply of electricity to your Premises. This is the role of SP Group, the current Market Support Services Licensee ("**MSSL**").

The terms used in this Contract have the same meanings as they have in the Rules. For ease of reference, we have included a simplified explanation of some terms at the end of this Contract. Where the simplified explanations given at the end of this Contract differ from the definitions in the Rules, the definitions in the Rules prevail.

We will only retail electricity to a consumer in accordance with the Code of Conduct for Retail Electricity Licensees ("**Code**"). Unless expressly specified otherwise, all terms and conditions in the Code shall apply to the retail of electricity to a consumer (whether residential or business).

We will only sell electricity to a consumer except under and in accordance with the terms of a contract signed or acknowledged and accepted (whether by hand, electronically or otherwise) by the Retailer and the Consumer.

## 2 The Term of This Contract

### 2.1 Contract Start

This Contract starts on the Contract Start Date ("**Contract Start Date**") stated in our Electricity Retail Application submitted by you.

We may notify the applicable MSSL that you will commence purchasing electricity from us as of the Contract Start Date.

In case you were not able to provide us with the required information to process your Application and transfer your accounts from the SP Group or any other electricity retailers to us, the actual Supply Start Date may be later than the Contract Start Date. Consequently, the actual Contract End Date will also be delayed accordingly.

If the transfer is unsuccessful, we will notify you within 2 business days via email on the status of the transfer. If the transfer has failed, we will inform you of the action(s) required on your part to make the transfer successful, and an indication of the next transfer date.

If the transfer is successful, we will notify you within 2 business days via email on the status of the transfer and reconfirm your Supply Start Date. After that, we will also notify you about your bill period.

### 2.2 Contract End

This Contract ends:





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- (a) where your Contract Duration has a fixed term specified: on the date, such fixed term ends; or
- (b) where your Contract Duration has no fixed term specified: on the date, you terminate this Contract in accordance with **Clause 12.2**, unless your Contract is renewed or earlier terminated in accordance with these terms (the date of expiry or termination to be referred to as "**Contract End Date**").

Contract Duration shall be as stated in the Fact Sheet and the Electricity Retail Application and starts from the Supply Start Date.

We will notify you via email at least 10 business days before the Contract End Date, where your Contract Duration has a fixed term specified.

This Contract also ends:

- (a) if you have informed us not to proceed with the automatic renewal of this Contract, in which case this Contract shall not be renewed and shall expire on the Contract End Date;
- (b) if you agree to a new contract upon renewal;
- (c) if you terminate this Contract pursuant to **Clause 12.2**, or we receive a notification from the MSSSL stating that you will be transferred to another retailer;
- (d) if a different consumer starts to buy electricity for the Premises, in which case this Contract will end on the date that your accounts are transferred out from us;
- (e) if the Premises are disconnected and have not been reconnected pursuant to **Clause 12.4**; or
- (f) if we terminate this Contract pursuant to **Clause 12.1**.

If we have notified you that this Contract shall not be renewed and shall expire on the Contract End Date, you have the option to engage another retailer for the supply of electricity at your Premises. If we do not receive a notification from the MSSSL that you will be transferred to a new retailer, we will actively transfer you back to the MSSSL, and this transfer takes effect the day after the Contract End Date.

Please note that if you wish to be supplied by another retailer, you will need to submit an application to your desired new retailer in order to effect a transfer from us.

The expiry or termination of this Contract will not affect any rights or liabilities accrued before the end of this Contract.

### 3 Automatic Renewal of Contract

A Contract will not be automatically renewed if your Fact Sheet and the Electricity Retail Application does not provide for its Automatic Renewal.

Automatic Renewal of Contract applies where your Contract Duration has a fixed term specified.

We will send you a renewal reminder at least 10 business days before the Contract End Date. If you wish to continue with the same price plan, simply do nothing, and we will automatically renew your Contract for another contract term of the same Contract Duration. Your renewed Contract begins the day after the Contract Duration of your current term ends, on the same terms except that for the renewal term, the electricity rate shall be revised to the prevailing rate of the standard plan published on our website at the point of renewal. The renewal reminder will contain the prevailing rate of the renewed price plan and the terms and conditions of the renewed contract.

In line with the Code of Conduct for Retail Electricity Licensees, the electricity rate in a contract that provides for its automatic renewal shall be strictly better than the prevailing tariff at the point of your renewal.

If your Contract is automatically renewed or if you renew your Contract on a different price plan, you can terminate your Contract with us and transfer to another retailer or the SP Group within one (1) month from the Supply Start Date of your renewed Contract without an Early Termination Charge.





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## 4 Vacating Your Premises

If you are moving home and vacating your Premises, you must inform us and provide us with your new address so we can send you a final bill. Until you do, we are entitled to rely on the last address provided to us for the purposes of this Contract, including **Clause 8** and **Clause 17.5**.

When we receive your notice that you are vacating your Premises, we will send an account closure request to SP Group, with an effective date of closure being the date specified in your notice. We will bill you on any account closure fee imposed by SP Group.

Upon closure of your account, we shall send a final bill to you at the forwarding address stated in your notice.

If you tell us, you are leaving the Premises, we may ask you for evidence that you are no longer responsible for the Premises.

You will continue to be responsible for all applicable charges relating to the Premises until your Contract ends.

## 5 Privacy Policy & Your Information

For the purpose of this Contract, we will process your personal data in line with our Privacy Policy, which we may amend from time to time. You can find it at [www.floenergy.sg/documents/privacy-policy](http://www.floenergy.sg/documents/privacy-policy).

You acknowledge that we require complete and accurate information (including your personal data) to identify you to a high degree of fidelity for this Contract, and you undertake to provide the same.

You agree to keep your contact details (including your email address and telephone number) up to date by informing us of any changes in accordance with our Privacy Policy.

## 6 Exclusion of Liability

We do not directly control the reliability of electricity to your property, so we cannot guarantee that the supply will be uninterrupted. We also do not make any representation or warranty (expressed or implied) about the supply of electricity to your Premises. But we can confirm that the reliability of your electricity supply would be the same even if you chose a different licensed electricity retailer.

You acknowledge that we do not generate, transmit, distribute or control the supply of electricity.

We exclude any liability for any direct, indirect or consequential loss, damage, cost or expense which you may incur or suffer in connection with the supply of electricity to the Premises or any failure or interruption in such supply, howsoever caused.

To the maximum extent permitted by applicable laws, our liability to you (whether for breach of any condition or warranty or otherwise) is excluded. Without prejudice to the limitations and exclusions in this Contract, you agree that notwithstanding anything in this Contract, our aggregate liability to you under, arising out of, or in connection with this Contract whether in contract, tort or any other cause of action, shall not exceed the Total Liability, and you agree to waive and release us from any and all liabilities to the extent that such liabilities exceed (or would exceed) the Total Liability. "**Total Liability**" means the lower of:

- (a) the aggregate sum of all fees paid by you to us under this Contract; or
- (b) S\$10,000.

Nothing in this Contract shall exclude or limit any liability that cannot be excluded or limited by applicable laws.

## 7 Price for Electricity and Other Services

### 7.1 Price plans, fees and charges

Generally, for information on your price plan, fees and charges applicable to you, please refer to the Fact Sheet and Electricity Retail Application.





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Our tariffs and charges under this Contract are based on our price plans available to you at the point in time when you contract with us.

We shall invoice all Consumers solely based on consumption data provided by the MSSL. The metering data (subject to necessary adjustments or re-readings by the MSSL) shall be conclusive and binding.

Unless otherwise stated in the Fact Sheet and Electricity Retail Application, all the relevant Third Party Charges are included in the published prices payable by the residential Consumer.

If you are a residential consumer:

- a) Electricity usage billed for residential consumers will be based on metered quantity without adjustment for transmission loss.

If you are a business consumer:

- a) Unless otherwise stated in the Fact Sheet and Electricity Retail Application Electricity usage, Third Party Charges and Pool Plan Management Fees (for Flo Business Pool Price Plan) billed for Business Customers will be based on metered quantity with the application of the Transmission Loss Factor.

Should there be any changes to the GST rate, we will bill you at the revised prices based on the new GST rate starting from its effective date as announced by the relevant Authority.

We will bill you for any non-recurring (ad-hoc) charges stipulated in this Contract or imposed by SP Group should it apply to you (for example, meter installation charge, meter testing charge, account closure charge, and manual meter reading).

We are not responsible for any charges you have to pay your existing electricity supplier.

## 7.2 Changes in pricing and terms

We may vary our available price plans from time to time (for example, published on our website).

If we change our Standard Terms and Conditions, we will publish the revised version of our Standard Terms and Conditions on our website.

We do not allow for any change of price plan if you have chosen any of our fixed price plans or discounted tariff plans with a fixed Contract Duration.

If you have opted for a Flo Business Discount or Flo Discount plan (a Discount Off Tariff plan), and the SP Regulated Tariff applicable to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

For any other non-fixed price plans, we may agree to your request for a one-time change of price plan provided your request is made within 1 month from the Contract Start Date, and you agree to forfeit all promotions of the existing plan and to commence the new plan at a future date agreed by us with the new set of terms and conditions, and for a new Contract Duration.

## 7.3 Change in usage

You agree to inform us if you change from residential to business usage or business to residential usage, so that we can change your price plan as required.

## 7.4 U-Save rebates

U-Save rebates is part of the GST Voucher scheme introduced by the Singapore Government for eligible residential consumers to offset their utilities bills.





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The U-Save rebates will be prioritised to offset non-electricity charges from MSSL, which should be reflected in their bill (from the SP Group) to you. Any remaining amount of the U-Save rebate would be used to offset the electricity charges from the Retailer.

If you are a residential consumer: you hereby authorise us to claim from MSSL, on behalf of you, "U-Save Rebates" under the "GST Voucher – U-Save" scheme, in respect of the retail of electricity by the Retailer to the Consumer under each Contract.

In the event we are able to claim such rebates from MSSL, in respect of any period, the amount of the rebates claimed (provided by the MSSL) in respect of such period shall be reflected in the invoice(s) issued to you under such period and set off against the amounts payable under such invoice(s).

## 7.5 Renewable Electricity Certificates (RECs)

Our published prices are inclusive of RECs. Therefore, we will not bill you separately or charge you an additional fee for RECs.

Renewable energy generation facilities are eligible to be issued Renewable Electricity Certificates (RECs) for every unit of renewable electricity generated. We buy these RECs from renewable electricity facilities in the region. We buy the same amount (or more) of RECs as your electricity consumption and redeem these on your behalf. By redeeming these RECs, which can only be done once, the claim of 100% renewable energy is made without the need to consume it physically.

We will report to you annually via email the amount and the source (the generation source, for example, solar, wind or hydro) of RECs we've purchased in relation to your energy consumption.

RECs directly rewards and supports the development of more renewable power generation in the region. This will be a direct reward (a financial incentive) for electricity facilities to produce renewable energy in other nearby countries, like Vietnam and Malaysia, where there is more land. But even to produce solar energy in Singapore and in places where there is no land at all using floating solar plants.

We only buy RECs from renewable energy generation facilities that comply with and are registered by the International REC Standard (I-REC), which is the internationally recognised standard. This is a non-profit organisation that provides a robust attribute tracking standard for use around the world.

## 7.6 Promotions

We may offer discounts and promotions from time to time.

All rebates, prizes, gifts or vouchers offered in any promotion shall be subject to its own terms and conditions made available on our website and only available during the relevant validity period of such promotion, on a "while stocks last" basis.

Rebates will be credited to your electricity bill to offset amounts payable by you and are not exchangeable for cash.

Our decision on all matters relating to discounts, promotions, rebates, prizes, gifts or vouchers is final and binding. We reserve the right to alter, withdraw or discontinue any promotion at any time without notice or liability to you.

## 8 Billing

### 8.1 General

We will send an invoice to you as soon as possible after the end of each billing cycle. We will provide separate invoices for each of your Premises (if applicable). All invoices issued by us to you shall include, without limitation, such information and terms as may be prescribed by the Authority.





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We will send the invoice:

- (a) to you at the email address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

We will not provide you with hard copies of the invoices issued to you.

We will invoice you only for the term of the contract. We will issue the final invoice to you within 12 business days upon receiving the invoice from SP Group on your usages and charges. If we are unable to issue the final invoice to you within such period, we will notify you, within the same period, via email of the expected date of issuance of the final invoice.

## 8.2 Calculating the bill

The invoices we send to you ('your bills') will be calculated based on and include:

- (a) the amount of electricity consumed at your Premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules);
- (b) the fees and charges for any additional goods/services provided to you;
- (c) the charges payable for services provided by SP Group, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with SP Group; and
- (d) any applicable ad-hoc charges pursuant to **Clause 7.1** or elsewhere in this Contract.

## 8.3 Estimating the electricity usage

The MSSL may estimate the amount of electricity consumed at your Premises if your meter cannot be read or if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty).

If the MSSL estimates the amount of electricity consumed at your Premises to calculate an invoice, we shall:

- (a) clearly indicate on the bill usage graph that it is an estimated amount, and
- (b) when your meter is later read by the MSSL, we will adjust your next bill for the difference between the estimated and the actual electricity used. Based on the latest consumption information provided by the MSSL

If we have undercharged you, we will include such charges in a subsequent invoice to you for settlement.

Where you have been overcharged and you have already paid the overcharged amount, we will credit that amount to your next bill upon discovery.

If your account with us has closed and full settlement of the final invoice has been made, any subsequent debit and credit adjustment posted into your account will be processed in accordance with **Clause 11**.

## 8.4 Reviewing your bill

If you disagree with the amount you have been charged, you can contact us and provide us with details for our review.

If you ask us to, we will arrange with SP Group for a check of the meter reading, metering data, or for a test of the meter in reviewing your bill. You will be liable for the cost of the check or test, and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we will reimburse you for the amount paid.

While your bill is being reviewed, you are still required to pay all charges from us that are due for payment.







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If required, we will make the necessary bill adjustments in a subsequent bill once SP Group has confirmed your usage.

## 8.5 Your historical billing information

We provide you with online access (via our Flo Account Dashboard) to your past (if applicable at least 12 months) bills.

# 9 Paying Your Bill

## 9.1 What you have to pay

You are responsible for paying the amount shown on each (monthly) invoice by the date for payment (the due date) mentioned on the invoice.

The due date will be no later than 7 calendar days from the date on which we issue your invoice. If you are a business consumer, different payment terms may apply to you, which will be stated in the Electricity Retail Application.

Unless otherwise approved by the Retailer, all payments shall be made via GIRO, PayNow or Bank Transfer to the bank account designated by us.

If you are paying by recurring Credit / Debit Card deductions, your monthly payment will automatically be charged to your card account within 3 calendar days of the invoice date.

If you are paying by recurring GIRO deductions, your monthly payment will automatically be charged to your card account on the due date mentioned on the invoice.

## 9.2 Issue of reminder notices

If you have not paid your bill by the due date, we will send you a reminder notice via email that payment is required within the next 2 calendar days.

## 9.3 Difficulties in paying

Suppose you are having trouble paying your bill. In that case, you should contact us immediately (and we may assist you, for example, by discussing with you ways to reduce your expenditure or the payment methods available to you). We may transfer your accounts with us to SP Group temporarily until such time you have fully paid up your outstanding bills. You will continue to receive electricity supply from SP Group unless you have also breached your obligations with them.

## 9.4 Late payment fees

If you do not pay your bill on time, we may charge a late payment fee of 1% of the outstanding amount per month. Such interest shall be compounded and accrued from the day the amount is due for payment until the day the amount is paid.

## 9.5 Payment rejection

You agree to pay Flo a fee of S\$1.00 for each GIRO instruction rejection. You agree to pay Flo a fee of S\$5.00 for each credit card or debit card instruction rejection. The applicable fee shall be imposed if the payment fails to be effected for any reason, including insufficiency of funds in the Consumer's bank account.

Where payment by the Consumer is to be made via Credit Card, as approved by the Retailer, the Retailer reserves the right to suspend this mode of payment if the Consumer's Card limit has been reached or the Credit Card issuer does not approve the Credit Card transaction for whatever reasons. In such event and upon notification by the Retailer, the Consumer shall



directly make payment via PayNow or Bank Transfer within 7 calendar days of the date of notification.

## 10 Meters

You agree to provide safe and unrestricted access to your Premises for the purposes of reading and maintaining the meters (where relevant).

SP Group carries out meter reading in accordance with their meter reading schedule, and they will estimate your usages if required in compliance with the Rules.

## 11 Security Deposits

We may require that you provide a security deposit. The circumstances under which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules. The security deposit amount shall be as stated in the Fact Sheet and Electricity Retail Application and will not exceed 2 months of your average monthly electricity bill.

The Consumer shall furnish the Retailer with the Security Deposit at least 7 calendar days before the Contract Start Date. We safeguard all security deposits collected from Consumers.

The Security Deposit can be provided by payment through PayNow, Bank Transfer and Cheque.

If you are a business consumer and subject to written approval by the Retailer, the Security Deposit payment by the Consumer can be made by way of a banker's guarantee in a form and from a guarantor approved by the Retailer.

Any credit balance after offsetting your Security Deposit shall be refunded to you within 1 month from your full settlement of the final invoice, without interest.

## 12 Termination / Discontinuation of Supply

### 12.1 When can we terminate/arrange for discontinuation?

Upon giving you at least 10 business days' notice, we will transfer your accounts to SP Group for their further action, which may include the disconnection of supply if:

- (a) you have not paid your bill on time;
- (b) you do not provide the Security Deposit we are entitled to require from you;
- (c) we have reason to believe that you may have damaged or tampered with your metering equipment (or associated equipment owned by SP Group/us);
- (d) you do not give access to your Premises to read a meter (where relevant);
- (e) there has been illegal or fraudulent use of electricity at your premises;
- (f) you commit a breach of the Rules and/or this Contract;
- (g) you become a bankrupt, or any proceedings are commenced against you seeking a declaration that you are bankrupt;
- (h) you become insolvent, have a provisional liquidator, manager or receiver appointed over the whole or any part of your assets, enter into any general assignment or composition for the benefit of creditors, or have an order made or resolution passed for you to be wound up or if an order is made for the appointment of a judicial manager;
- (i) you have either provided your essential personal data incompletely or inaccurately, or you wish to withdraw any part of the same; or
- (j) we are otherwise entitled or required to do so under this Contract, the Rules, by law, or any supervisory or regulatory body.

### 12.2 Termination and early termination charges

Where your Contract Duration has no fixed term specified:

- (a) you may terminate this Contract at any time by giving us 30 days' notice in writing, and your Contract End Date shall be the effective date of such termination; and
- (b) no Early Termination Charge will be payable by you.

Where your Contract Duration has a fixed term specified:





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- (a) you may terminate this Contract at any time by giving us 30 days' notice in writing, subject to the payment of the Early Termination Charge; and
- (b) if you terminate this Contract before the expiry of the Contract Duration in the current term for a reason other than our material breach, or if you breach any of your obligations under this Contract which results in a termination before the expiry of the Contract Duration in the current term:
  - (i) you will be charged an Early Termination Charge (as stated in the Fact Sheet and Electricity Retail Application),
  - (ii) you will have to pay back any issued upfront rebates (if any); and
  - (iii) your Early Termination Charge will be added to your bill.

### 12.3 Billing by SP Group

Once your accounts have been transferred to the MSSSL under **Clause 12.1**, the MSSSL is required under the Rules to bill you at such tariffs stipulated under **Clause 16**, or as per the Rules.

### 12.4 Reconnection after disconnection

We can request the MSSSL to reconnect your Premises if:

- (a) you ask us to arrange for reconnection of your Premises; and
- (b) you have rectified the matter that led to the disconnection; and
- (c) you pay any reconnection charge imposed by us or SP Group.

We may terminate this Contract following disconnection if you do not meet the requirements above in this Clause, and you shall be liable for the termination and associated charges.

## 13 Intermittent Generation Source ("IGS")

If you fail to inform us that the Consumer is a Consumer with IGS or if the Consumer has installed an IGS any time after the execution of the Electricity Retail Contract with us, we reserve the right to pass through all the additional charges arising from the installation of IGS to the Consumer.

## 14 Complaints and Dispute Resolution

### 14.1 Complaints

If you are not happy with our service, you can make a complaint by calling us on 6223 1000 or emailing us at hello@floenergy.sg.

We will respond to your complaint within 10 business days and inform you of the outcome of your complaint and the reasons for our decision.

If you are not satisfied with our response, you may refer the complaint to the Consumer Association of Singapore (CASE) or the Singapore Mediation Centre (SMC).

### 14.2 Mediation

You and we agree that before referring any dispute or difference to formal mediation, each of us will, within 30 days of either of us becoming aware of the dispute, do our best to resolve the dispute or difference through amicable discussions.

For purposes of such amicable discussions, you may contact our Customer Care officers as the first point of contact. If the dispute cannot be resolved at this level, you and we agree to attempt to resolve the dispute through formal mediation at either:

- (a) the SMC; or
- (b) CASE;

in accordance with their respective prevailing prescribed form, rules and procedures.





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If the dispute involves SP Group, we shall use reasonable endeavours to facilitate the resolution of such a dispute between you and SP Group.

Despite the provisions in this **Clause 14.2**, you acknowledge that neither of us is legally obliged to attempt resolution through mediation.

## 15 Force Majeure

If either party to this Contract cannot meet an obligation under this Contract because of a Force Majeure Event:

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact.

A Force Majeure Event means, in relation to an Affected Party, any event or circumstance, or combination of events or circumstances, (a) that is beyond the reasonable control of the Affected Party and arises not as a result of the negligence or wilful default of such Party; and (b) that adversely affects the performance of the Affected Party of its obligations under this Electricity Agreement, the Applicable Law or Third Party Contracts, and includes acts of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil disobedience or disturbances, vandalism or act of terrorism; strikes, lockouts, restrictive work practices or other labour disturbances; unlawful arrests or restraints by governments or governmental, administrative or regulatory agencies or authorities; orders, regulations or restrictions imposed by governments or governmental, administrative or regulatory agencies or authorities unless such orders, regulations or restrictions are the result of a violation by the Affected Party of a permit, licence or other authorisation or of any Applicable Law; acts of God including lightning, sandstorms, earthquake, fire, flood, landslide, inclement weather with unusually heavy or prolonged rain or lack of water due to weather or environmental problems; and interference or disruptions to the Use of Electricity and the transmission or electricity arising from any of the foregoing events or any act or omission of a third party for whom the Retailer is not responsible, provided however, for greater certainty, that (i) the lack of or insufficiency or non-availability of funds shall not constitute a Force Majeure Event; and (ii) an act of a Party which is carried out in accordance with the Electricity Laws shall not constitute a Force Majeure Event in respect of the other Party.

## 16 Retailer of Last Resort Event (RoLR)

When a RoLR event occurs, this means that we are no longer entitled by law to sell electricity to you.

Within 1 business day from the RoLR Notice, we shall notify you by email that we are facing an impending RoLR Event (and publish the same notification on our website). And no later than 11 business days prior to the date of occurrence of the RoLR Event, we shall notify you by email again that you have the option to:

- (i) if another retailer has agreed to the novation of the contract on the same or strictly better terms and conditions, novate the contract to that retailer;
- (ii) terminate your current contract with us and enter into a new contract with another retailer; or
- (iii) purchase electricity from the applicable MSSSL under the Default Supply Arrangement

For the avoidance of doubt, the physical supply of electricity to you will not be affected despite the occurrence of the RoLR Event.

Due to a RoLR event occurring in relation to us, then, unless you have contracted with and successfully transferred to another retailer or the MSSSL prior to the Default Supply Effective Date (such date being the Default Supply Effective Date referred to in the Rules), you shall be deemed to have agreed to purchase electricity from the applicable MSSSL under the Default Supply Arrangement with effect on and from the Default Supply Effective Date:

- (a) at such tariff, as may be set from time to time by the SP Group for non-contestable consumers (the regulated tariff), if you are eligible to apply to cease your classification as a contestable consumer under the Rules; or
- (b) at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the SP Group, if you do not fall within **Clause 16(a)** above.





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You are deemed to have consented to:

- (iv) our applying for the cessation of your classification as a contestable consumer, with effect on and from the Default Supply Effective Date, if you fall within **Clause 16(a)** and eligible to apply to cease your classification as a contestable consumer under the Rules; and
- (v) upon the occurrence of a RoLR Event, we are required, within 2 business days, by the Authority to transfer the Consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL to facilitate the implementation of the Retailer of Last Resort (RoLR) Framework.
- (vi) Our providing relevant information (including your name, billing address and contact details) to SP Group or the substitute retailer who is willing to accept novation of this Contract on the same or better terms & conditions; and
- (vii) the transfer of your account to the SP Group or substitute retailer as they will continue to supply and bill you for your electricity usages.

This Contract will terminate upon your account being successfully transferred to another retailer or the SP Group (under **Clause 16**). You will not be liable for termination charges arising from the RoLR event. However, you will still be liable for any lawful charges incurred up to the day immediately preceding the Default Supply Effective Date.

## 17 General

### 17.1 Governing law and jurisdiction.

This Contract shall be subject to and governed by the laws of Singapore. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

### 17.2 Third party rights.

A person who is not a party to this Contract is not entitled to enforce any of the terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B).

### 17.3 Substitute retailer

To the fullest extent permitted under Applicable Law, we will only transfer any or all of our rights and responsibilities under this Contract (including the right to receive any payments due to us) to another person ("a substitute licensed retailer"), if we receive the Consumer's consent and as long as they have all the necessary licences. We cannot transfer to another Retailer (Licensee) any of our rights and responsibilities unless we receive your consent. We will notify you if this happens.

Should we receive your consent to any such transfer, sale or assignment:

- (a) the substitute retailer will take on (and we will be released from) all our rights and responsibilities under this Contract, and you will deal with the substitute retailer from then on;
- (b) this Contract will be novated to the substitute retailer, and the substitute retailer will:
  - (i) perform all the obligations under this Contract and be liable for any failure to perform the obligations; and
  - (ii) will be entitled to exercise all our rights under this Contract; and
- (c) you will execute such documents and do such things as we may require for the substitute retailer to replace us, and for us to be discharged from all further obligations to you.

### 17.4 Miscellaneous Provisions

Each party acknowledges that modifications may be made to the Code of Conduct for Retail Electricity Licensees from time to time by the Authority in accordance with the Code. We shall promptly notify you of any modifications that may be made to this Code from time to time by the Authority.

Each party agrees to be bound by any applicable modification made to this Code from time to time unless the Authority when publishing the modification, specifies that this is not to be the case;





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An amendment to any Pricing and Payment Provisions (before the Goods and Services Tax) and/or the term of a contract with a residential consumer shall require the mutual consent of the Retailer and the residential Consumer unless such amendment is required for compliance with the relevant legislation or this Code. We will notify you if this happens.

## 17.5 Notices

Notices under this Contract shall be sent electronically via email unless this Contract says otherwise.

Notices sent electronically via email is taken to have been received by you or by us on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).

A notice sent otherwise than electronically is taken to have been received by you or by us (as relevant):

- (a) on the date it is handed to the party, left at the party's premises (in your case) or our office (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (b) on the date, it is posted.

Our contact details for you to contact us or send us a notice are as set out in this Contract or as published on our website.

## 18 Simplified Explanation of Terms

- "AMI" means Advanced Metering Infrastructure
- "billing cycle" means the regular recurrent period for which you receive a bill from us;
- "business consumer" means a consumer who is not a residential consumer,
- "business day" means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore;
- "code" means the Code of Conduct for Retail Electricity Licensees
- "consumer" means a person who buys or wants to buy electricity from a retailer;
- "Default Supply Arrangement" means the supply of electricity from the applicable Market Support Services Licensee (MSSL).
- "Default Supply Effective Date" is the date on which the Market Support Services Licensee (MSSL) successfully transfers the Consumer to a Default Supply Arrangement
- "Electricity Act" means the Electricity Act (Chapter 89A);
- "force majeure event" means an event or circumstance beyond the reasonable control or influence of you or us (as applicable), including acts of God, government orders, court orders, emergencies, Network breakdown, or insufficient volumes of electricity, or any other action by the Transmission Licensee or the PSO;
- "GST" means Goods and Services Tax;
- "Market Support Services Licensee" the current Market Support Services Licensee ("MSSL") is the SP Group.
- "Network" means the electricity transmission and distribution system in Singapore;
- "PSO" means the Power System Operator;
- "relevant authority" means any person or body who has the power under law to direct us, including the Energy Market Authority (EMA);
- "residential consumer" means a person a consumer who is a lawful owner or occupier of residential premises who purchases electricity for personal, household or domestic use at their premises;
- "retailer" means a person that is authorised to sell electricity to consumers;
- "Retailer of Last Resort Event" or "RoLR Event" means an event that triggers the operation of the Retailer of Last Resort scheme under the Rules;
- "Retailer of Last Resort Notice" or "RoLR Notice", we will notify the Authority in writing of the impending RoLR Event as soon as possible but in no event later than 22 business days prior to the date of occurrence of the RoLR Event. Such notification shall be referred to as the "RoLR Notice".



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- "Rules" means the Electricity Act, its subsidiary legislation, market rules, relevant electricity codes and the Code of Conduct for Retail Electricity Licensees (including its modifications made by EMA from time to time);
- "security deposit" means an amount of money paid to us as security against non-payment of bills and other charges payable under this Contract;
- "SMS" means short message service;
- "SP Group" means Singapore Power Limited and all its subsidiaries, including SP Services Limited, SP PowerGrid Limited, SP PowerAssets Limited;
- "Third Party Charge(s)" means charges that are payable to different stakeholders in the electricity market.
- "Transmission Licensee" means SP PowerAssets and SP PowerGrid or any successor or assign, which owns and operates the Network.

