



# Standard Terms & Conditions for Electricity Retail Contract

Last updated 9 June 2021





FLOENERGY.SG

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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.

## 2 What Is 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.

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 e-mail 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 e-mail on the status of the transfer and reconfirm your Supply Start Date and inform you about your bill period.

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

### 2.2 Contract End

This Contract ends:

- (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.



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We will notify you via e-mail 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 MSSL 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 MSSL that you will be transferred to a new retailer, we will actively transfer you back to the MSSL, 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 Contract Renewal

Contract renewals apply 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, we shall bill you for your electricity usage at the prevailing rate of the same type of price plan (Flo Fixed or Flo Discount). The renewal reminder will contain the prevailing rate of the renewed price plan.

In line with the Code of Conduct for Retail Electricity Licensees, the electricity rate (prevailing rate) in a contract which 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.

### 4 Vacating Your Premises

If you are moving home and vacating your Premises, you must inform us and provide us 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/or **Clause 16.5**.

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

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](http://www.floenergy.sg)

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 our Data Protection Officer 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 (express 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 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 What are our price plans 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 .

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.

If you are a residential consumer:

- a) all the relevant Third Party Charges are included in the published prices payable by the residential consumer.
- b) Electricity usage billed for residential Customers will be based on metered quantity without adjustment for transmission loss.

If you are a business consumer: unless otherwise stated in the Fact Sheet and Electricity Retail Application:

- a) our published prices are inclusive of regulated Third Party charges from the SP Group (such as recurring MSS charges, Use of System charges); and transmission losses, carbon tax, and GST;
- b) Electricity usage and Third Party Charges 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 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, meter reading, and data management charge if monthly usage is lower than 60 kWh).

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.

## 7.2 Changes in pricing and terms

We may vary our available price plans from time to time.

However, we will not make amendments to pricing and payment provisions and/or the Contract Duration under this Contract unless such amendment pertains to the regulated charges imposed by SP Group, regulated or market-related charges imposed by EMA or the Energy Market Company, government fees/taxes imposed directly on electricity consumption, for compliance with the relevant Rules. We will notify you at least 10 business days before such change in charges take effect.

If we change our standard terms and conditions, we will publish the revised version of our standard terms and conditions on our website on/before it starts.

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

If a tariff (for example, the 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 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 duration no shorter than the existing plan.

## 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.

If you are eligible for U-Save rebates, we will reflect the remaining U-Save rebate amount for offsetting your electricity charges according to the rebate amount provided by SP Group.

Should you notice that the remaining rebate amount is less than your entitlement under the GST Voucher scheme, this is because SP Group has utilised the U-Save rebate against your other utilities charges which should be reflected in their bill to you.



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Should you notice any discrepancies in the U-Save rebate reflected in our bill to you, do e-mail to us with a copy of your SP Group bill reflecting the U-Save rebate amount, and we will seek clarification on the discrepancy with SP Group. We will revert to you as soon as we receive a reply from them.

## 7.5 Renewable Electricity Certificates (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 exact same amount of RECs as your consumption of electricity 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.

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.

Unless otherwise stated, our published prices are inclusive of RECs. We will not bill you separately or charge you an additional fee for RECs.

## 7.6 Promotions

We may offer discounts and/or 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 electricity charges 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).

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 e-mail of the expected date of issuance of the final invoice.

We will send the invoice:

- (a) to you at the e-mail 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.

## 8.2 Calculating the bill

The invoices we send to you ('your bills') will be calculated based on and/or 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 SP Group 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 SP Group estimates the amount of electricity consumed at your Premises to calculate an invoice, we shall:

- (a) state on the bill usage graph that it is an estimate; and
- (b) when your meter is later read, we will adjust your bill for the difference between the estimate and the electricity actually used.

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 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.

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 portal/mobile app) to your past twelve (12) months' bills. We will not provide you with hard copies of the invoices issued to you.

# 9 Paying Your Bill

## 9.1 What you have to pay

You are responsible for paying the amount shown on each 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 not paying by recurring card deductions. If you are a business consumer, different payment terms may apply to you.

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

## 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 e-mail and/or text message that payment is required within the next 2 calendar days.

## 9.3 Difficulties in paying

If you are having trouble paying your bill, you should contact us immediately (and we may assist you for e.g. 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.

# 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.

Our invoices are prepared based on SP Group's meter reading.

# 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/or Electricity Retail Application and will not exceed two (2) months of your average monthly electricity bill.

The security deposit amount will be collected before the Supply Start Date and indicated clearly on the invoice. We safeguard all security deposit collected from residential consumers.

If you have paid a security deposit to us, we can use that security deposit to pay off any outstanding charges you owe to us at any time, including in our final invoice to you.

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 by 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:

- (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/or 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 final bill.

## 12.3 Billing by SP Group

Once your accounts have been transferred to SP Group under **Clause 12.1**, SP Group is required under the Rules to bill you at such tariffs stipulated under **Clause 15**, or as per the Rules.

## 12.4 Reconnection after disconnection

We can request SP Group 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 charges.

# 13 Complaints and Dispute Resolution

## 13.1 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).



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## 13.2 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.

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 13.2**, you acknowledge that neither of us is legally obliged to attempt resolution through mediation.

## 14 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.

## 15 Retailer of Last Resort Event

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 the 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 Market Support Services Licensee under the Default Supply Arrangement

Due to a RoLR event occurring in relation to us (such date being the Default Supply Effective Date referred to in the Rules), then, unless you have contracted with and successfully transferred to another retailer or the SP Group before the Default Supply Effective Date, you shall be deemed to have agreed to purchase electricity from the SP Group 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, 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 15(a)** above.

You are deemed to have consented to:

- (iv) our applying for the cessation of your classification as a contestable consumer if you fall within **Clause 15(a)**; 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 Market Support Services Licensee (MSSL).
- (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



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(vii) the transfer of your account to the SP Group or substitute retailer (under **Clause 16.3**) as they will continue to supply and bill you for your electricity usages.

Upon your account being successfully transferred to another retailer or the SP Group under **Clause 16.3**, this Contract will terminate. 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.

For avoidance of doubt, the physical supply of electricity to your Premises will not be affected due to the occurrence of RoLR event.

## 16 General

### 16.1 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.

### 16.2 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).

### 16.3 Substitute retailer

We can 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 ("substitute retailer") without your permission, as long as they have all the necessary licences. We will tell you in writing if this happens.

You agree that if that happens:

- (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.

### 16.4 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. We shall promptly notify you of any modifications made to the Code of Conduct for Retail Electricity Licensees. Each party agrees to be bound by any applicable modification referred to except to the extent that the Authority, when publishing the modifications, specifies that the parties are not required to be bound by the modification.

We may add or vary any term and condition of the Contract we consider necessary as a result of the modification made to the Code of Conduct for Retail Electricity Licensees by the Authority. We may, by giving you at least 14 days prior written notice, amend or supplement any part of the Agreement due to a regulatory change or governing law and shall take effect from the date notified by the Retailer to the Consumer or such dates as approved by the regulatory change or governing law.

### 16.5 Notices

Notices under this Contract shall be sent electronically via e-mail, unless this Contract says otherwise.



FLOENERGY.SG

Flo Energy  
Singapore Pte. Ltd.  
UEN/GST Reg No  
202006009E  
Retail License  
EMA/RE/041

55B Amoy Street  
Singapore 069881

+65 6223 1000  
hello@floenergy.sg  
www.floenergy.sg

Operating Hours:  
Mon–Fri: 9am–6pm  
Closed on Sat, Sun & PH

Notices sent electronically via e-mail 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.

## 17 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;;
- "consumer" means a person who buys or wants to buy electricity from a retailer;
- "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;
- "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;
- "RoLR event" means an event that triggers the operation of the Retailer of Last Resort scheme under the Rules;
- "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;
- "Transmission Licensee" means SP PowerAssets and SP PowerGrid or any successor or assign, which owns and operates the Network.