

## **TUAS POWER SUPPLY'S CONDITIONS OF SUPPLY OF ELECTRICITY ("Agreement")**

### **1. Charges, Billing and Payment**

- 1.1 The Consumer shall pay for the electricity supplied to Consumer's Premises based on the Energy Charges as set out under the Agreement.
- 1.2 The amount stated as due to Tuas Power Supply Pte Ltd ("Retailer") in invoice rendered by the Retailer shall be paid by the Consumer to the Retailer within the Payment Period.
- 1.3 The Consumer shall pay a fee, as fixed by SP Services Limited or the Retailer from time to time, for each reminder issued to the Consumer due to failure or default in making payment.
- 1.4 The Consumer shall pay the Retailer late payment interest on the amount outstanding at the rate of 1% per month.
- 1.5 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 Consumer or account holder under SP Services Limited ("SP account holder") is eligible to receive U-Save rebates to offset its utilities bill(s) (electricity and non-electricity charges), such rebate(s) will be reflected on its utilities bill(s).
- 1.6 The Retailer shall be entitled, without prior notice to the Consumer, to utilise the Security Deposit held by SP Services Limited to offset any outstanding amount due to the Retailer under this Agreement. In the event of RoLR event (as defined hereunder), SP Services Limited shall refund the Security Deposit (in respect of supply of electricity) to the Consumer or the SP account holder (where applicable), such refund shall be subject to any deductions or adjustments arising from any unpaid amounts arising from or in connection with this Agreement. However, if the Consumer is transferring its electricity account to SP Services Limited or another retailer with billing services by SP Services Limited, the Security Deposit will not be refunded and shall be retained by SP Services Limited for the Consumer or SP account holder's electricity consumption, where applicable.

### **2. Exclusion of Liability for Supply Interruption, Delays and Failure**

- 2.1 The Consumer acknowledges that the Retailer shall not be liable for any failure or default in the supply of electricity to Consumer's Premises and or any matters relating thereto including the quantity, quality, stability, reliability or voltage of any supply of electricity.

### **3. Termination**

- 3.1 The Retailer may terminate the Agreement immediately by 10 business days' written notice to the Consumer if the Consumer fails or neglects to pay any sum payable by the Consumer to the Retailer within 7 days from the sum becoming payable. In such event, the Consumer will be transferred to SP Services Limited at such regulated tariff as may be set from time to time.
- 3.2 If (a) the Consumer terminates this Agreement other than upon expiry of this Agreement (including before Commencement Date but after entering into this Agreement); or (b) if the Retailer terminates this Agreement pursuant to Clause 3.1, the Consumer shall pay the Retailer early termination charges of S\$200 (GST is not applicable).
- 3.3 Upon expiry of this Agreement, this Agreement shall be automatically renewed and such successive term shall be for the same duration as the Initial Term unless a written notice of not less than 18 business days has been provided by the Retailer to the Consumer of the expiry of the term and the Consumer has informed the Retailer in writing no later than 8 business days prior to the expiry date of its intention not to extend this Agreement. However, if the Consumer informs the Retailer its option not to automatically renew this Agreement and does not inform the Retailer of its selected option to transfer to another retailer no later than 8 business days prior to the expiry date, it is deemed that the Consumer has agreed to purchase electricity from the applicable Market Support Services Licensee ("MSSL") at the prevailing regulated tariff immediately following the expiry of this Agreement.
- 3.4 Upon such written notification as set out in clause 3.3 provided by the Retailer and if the Consumer does not respond or inform the Retailer of its option to transfer to another retailer, it is deemed that the Consumer has agreed to extend this Agreement for a successive term for the same duration as the Initial Term provided that the energy rates shall be based on the rates as notified by the Retailer in its written notification and such rates shall be better than the prevailing regulated tariff as may be set from time to time by SP Services Limited at the point of contract renewal. ("Renewal Term").
- 3.5 After the expiry of the Initial Term and if the Agreement is automatically renewed, the Consumer is entitled to terminate the Agreement within the first 30 calendar days from the start of the Renewal Term by providing at least 30 calendar days' prior written notice.
- 3.6 In such case of clause 3.3 or 3.5 abovementioned, the Agreement shall terminate upon expiry of the existing term without the Consumer being liable to pay the early termination charges.

#### 4. General

- 4.1 The Retailer shall invoice the Consumer based on the consumption data provided by the MSSL. In the event that the metering consumption data for the Consumer's Premises is revised by the MSSL, then, notwithstanding any termination or expiry of the Agreement, the Retailer shall be entitled to make the necessary adjustments based on consumption data provided by the MSSL (without any adjustment to transmission and distribution losses) to the Consumer's bills and render an invoice reflecting the adjusted consumption to the Consumer, who shall promptly make payment within 14 days of the invoice. In the event that the revised consumption resulted in any overpayment by the Consumer, the sum(s) overpaid by the Consumer shall be credited under the subsequent invoice by making the necessary adjustments. If there is an undercharge made by the Retailer, the Retailer will debit such amount in the subsequent invoice. In the event that after full settlement of the final invoice has been made by the Consumer and there is an overpayment made by the Consumer, the Retailer shall refund the amount overpaid by the Consumer within 30 days from the date of discovery. In the event that there is any underpayment by the Consumer, the Retailer or SP Services Limited on behalf of the Retailer shall recover the outstanding sum (if any) from the Consumer.
- 4.2 In the event of any dispute or any complaint, the Retailer shall be the first point of contact. The Consumer shall refer the matter to the Retailer's CusCare team at [cuscare@tuaspower.com.sg](mailto:cuscare@tuaspower.com.sg) or 6838 6888 and the parties shall use reasonable endeavours to resolve the dispute or complaint amicably within thirty (30) calendar days from the day the Retailer becoming aware of the dispute. In the event that the Consumer submits any dispute arising out of or in connection with this Agreement for mediation, the Retailer shall agree to such submission. For Consumer(s) who require assistance from Consumers Association of Singapore ("CASE"), its contact information can be found at [www.case.org.sg](http://www.case.org.sg). If the parties cannot resolve any dispute for any reason, either party may file a suit in court.
- 4.3 Consumer (who is a residential consumer) has two (2) years from the issuance date of the relevant bill to contest the dispute(s).
- 4.4 In the event that the Retailer becomes unable or loses the right to retail electricity to its consumers (hereinafter referred to as "Retailer of Last Resort Event" or "RoLR Event"), unless the Consumer successfully transfers to another retailer prior to the Default Supply Effective Date (as defined hereinafter), the Consumer shall be deemed to have agreed to purchase electricity from the applicable MSSL at the prevailing regulated tariff with effect on and from the date which the MSSL successfully transfers the Consumer to the default supply arrangement ("Default Supply Effective Date").  
In addition, the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.
- 4.5 In the event of RoLR event, except if the Consumer is being transferred to SP Services Limited or another retailer with billing services by SP Services Limited, Security Deposit or credit balance (after deductions or adjustments arising from any unpaid amount) shall be refunded by SP Services Limited to the Consumer or SP account holder (where applicable) within 1 month from the settlement of the Consumer's last electricity invoice. Credit balance may be utilised by SP Services Limited for other utilities and/or services under the Consumer or SP account holder's bill with SP Services Limited, where applicable. In the event of RoLR event and if the Consumer's electricity account is being transferred to SP Services Limited or another retailer with billing services by SP Services Limited, the Security Deposit shall remain under the Consumer or SP account holder's utilities account and continue to be maintained and administered by SP Services Limited, where applicable. In such case, if on or after RoLR event, there is any outstanding amount due and payable by the Consumer to the Retailer, the Retailer or SP Services Limited on behalf of the Retailer shall claim against the Consumer and shall not make any deductions from the Security Deposit.
- 4.6 In the event that there is any metering dispute between the Consumer and MSSL or Singapore Power Group, the Retailer shall use its reasonable endeavours to facilitate resolution between the Consumer and MSSL or Singapore Power Group.
- 4.7 The Retailer shall be entitled to observe and comply with all applicable laws, regulation, codes and customs prevailing in Singapore with respect to the Supply and shall not in consequence be regarded to be in breach of any obligation or duty it owes to the Consumer (whether under the Agreement or otherwise). The Retailer may by written notice to the Consumer revise any term of the Agreement so as to conform to or comply with any direction or request by the EMA. In particular, the Code of Conduct for Retail Electricity Licensees, as may be modified by the EMA from time to time, shall apply to the retail of the Supply under the Agreement. The Retailer will notify the Consumer of any such modifications and such modifications shall be binding on the parties. Without prejudice to the foregoing, the Retailer shall not revise any of the terms under this Agreement in relation to Energy Charges, payment term and contract duration without the Consumer's prior consent.
- 4.8 Upon expiry or termination of this Agreement, the Retailer shall (except where the Retailer has engaged SP Services Limited to invoice the Consumer on the Retailer's behalf) issue to the Consumer the final invoice within 12 business days from the date the Retailer receives the relevant invoice from MSSL.

4.9 This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

**5. Personal Data and the Consumer's information**

5.1 The Consumer hereby agrees that the Retailer (including the Retailer's employees, representatives, agents or authorised persons) may collect, use, disclose, store and process the personal information of the Consumer or its representatives for the purposes relating but not limited to the Retailer's electricity business or related activities. The Retailer shall be entitled to disclose any information concerning the Consumer to any other person as may be required or permitted by law, or where the Retailer considers that such disclosure is desirable for the purposes of the matters contemplated by this Agreement.

5.2 The Retailer is required by Energy Market Authority ("EMA") to transfer the Consumer's contact information (including but not limited to mailing address, electronic mailing address, and telephone number) to MSSL. The Consumer hereby consents to such disclosure of its information to MSSL and/or SP Services Limited from time to time.

By signing this Electricity Retail Agreement, I/we acknowledge that I/we have read and fully understood the attached terms and conditions and Electricity Supply Contract Fact Sheet Version Date 31/Aug/2019.

NOTE: Where applicable, in the event that the signatory/applicant is not the electricity account holder, the Consumer confirms that he/she is authorized on behalf of the SP account holder to enter into this Agreement for the supply of electricity to be invoiced by SP Services Limited and payable by the SP account holder. In this regard, the Consumer shall indemnify the Retailer against any claims, charges, costs or damages incurred by the Retailer :-

- a) If the SP account holder fails to make any or full payment to the Retailer of the amount due and owing hereunder;
- b) In connection with any claims by the SP account holder against any deduction of the SD by SP, any payment of the SP invoice by SP account holder or any benefits accrued to the Consumer such as LinkPoints, or otherwise, howsoever arising in connection with the supply of electricity under this Agreement.