

**STANDARD TERMS AND CONDITIONS FOR TRANSMISSION SERVICES  
FOR LOW TENSION CONSUMERS**

**NOTE:**

**IF YOU ARE AN INDIRECTLY CONNECTED CONSUMER, THE FOLLOWING  
SHALL NOT APPLY TO YOU:**

- (a) Clause 2;
- (b) Clause 3.1, 3.3(a), 3.3(b), 3.3(d), 3.3(e), and 3.3(f);
- (c) Clause 4.1(a);
- (d) Clause 5.1(a);
- (e) Clause 5.3 : the words “save where.....Market Support Services Licensee”;
- (f) Clause 5.4(b): the reference to clause 4.1 shall read as clause 4.1(b); and
- (g) Clause 25.3.

## Contents

Clause	Page
1 Definitions and Interpretation .....	2
2 Substations (Where applicable) .....	6
3 Responsibility for Providing the Service Connection and Related Matters .....	7
4 Energisation of Service Connection .....	8
5 De-Energisation and Re-Energisation.....	8
6 Obligations of Master Consumers.....	9
7 Technical Requirements.....	9
8 Maintenance of the Transmission System .....	10
9 Personnel and Worker Safety .....	10
10 Access Rights.....	11
11 Transmission Charges and Payment Terms.....	11
12 Security for Transmission Charges .....	12
13 Events of Default .....	13
14 Force Majeure .....	14
15 Confidentiality .....	14
16 Liability and Indemnification .....	15
17 Third Party Claims.....	16
18 Dispute Resolution .....	16
19 Termination .....	17
20 Costs And Expenses .....	18
21 Assignment.....	18
22 Waiver .....	18
23 Entire Agreement .....	18
24 General.....	19
25 Notices.....	19
26 Governing Law / Jurisdiction .....	20

# 1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

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

“**Agreement**” means the agreement comprising the terms and conditions set out in the Offer Letter and this document, including their respective schedules and appendices (if any);

“**Applicable Law**” means, in respect of a Party, all laws, regulations, subsidiary legislation, other statutory instruments and rules and other documents of a legislative nature which apply to the Party and all orders of a government, governmental body, authority or agency having jurisdiction over that Party, including any electricity licence issued to the Party. This definition shall take precedence over the definition of “applicable law” in any other document including the Market Rules;

“**Approved Load**” means the maximum electrical load rating described in the Offer Letter for the Service Connection to the Premises;

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

“**Completed**” means, in respect of the Works:

- (a) where a Substation is required in respect of the Consumer’s Connection, the stage at which the Substation is commissioned; or
- (b) where a Substation is not required, the stage at which the Service Connection has been laid and is available for connection to the Consumer’s Switchgear Equipment (regardless of whether or not the Consumer’s Switchgear Equipment is available for connection);

“**Conditions of Service**” means SP Services Ltd’s conditions of service which set out the terms and conditions upon which it provides market support services;

“**Confidential Information**” shall mean the following:

- (a) the contents of this Agreement;
- (b) information which is or has been provided by one Party to the other Party under this Agreement or the Transmission Code that is in its nature confidential or commercially sensitive or is derived from information that is in its nature confidential or commercially sensitive; and
- (c) information relating to the business or operations of either of the Parties;

“**Connected**” means to put into place a physical link between an Installation and the Transmission System through a Connection Point, but excluding the physical link between a Service Connection termination and an Installation, and “Connection”, “Disconnection”, “Reconnection” and all grammatical variations thereof shall be interpreted accordingly, provided that the term “**Disconnection**” shall be interpreted to mean the removal of the physical link (including the Service Connection) between the Installation and the Transmission System at the request of the Consumer;

“**Connection Charge**” means the sum identified as the connection charge in the Offer Letter;

**“Connection Point”** means, in respect of a Service Connection, the point at which the circuit breaker or other isolating device owned and controlled by the Transmission Licensee is located on the Transmission Licensee’s end of such Service Connection. This definition shall take precedence over the definition of “Connection Point” in any other document;

**“Consents”** mean such consents and Legal Approvals as shall be required for the purposes of the Works or the Consumer’s Works, as the case may be;

**“Consolidated Billing Service”** means a billing arrangement under which a Retail Electricity Licensee assumes the Consumer’s obligation to pay, amongst other charges, the Transmission Service charges which would otherwise be payable by the Consumer to the Transmission Licensee under this Agreement;

**“Consumer’s Installation”** means the Installation at the relevant Premises, whether or not owned by the Consumer, and the Consumer’s Switchgear Equipment;

**“Consumer’s Switchgear Equipment”** means the Switchgear Equipment on the Consumer’s end of the Service Connection which are supplied, installed and maintained by the Consumer;

**“Consumer’s Works”** means all the design, engineering, procurement and construction works and services which the Consumer is obliged to carry out:

- (a) pursuant to the Offer Letter, clause 2 and clause 3;
- (b) in respect of the Consumer’s Switchgear Equipment;

**“Contractor”** means each person appointed by the Transmission Licensee to carry out the Works;

**“Dedicated Substation”** means a Substation which has been constructed and equipped to enable the Transmission Licensee to provide Transmission Services to the Premises and which cannot be used by the Transmission Licensee to provide Transmission Services to any other premises or installation;

**“Default Notice”** has the meaning ascribed in clause 13.2;

**“Distribution Connection”** means the connection between the Premises and the Distribution Network established by the Service Connection;

**“Distribution Network”** means that part of the Transmission System at 22kV and below;

**“Effective Date”** means:

- (a) in respect of a New Consumer, the date on which the Offer Letter is countersigned by that Consumer; and
- (b) in respect of an Existing Consumer, the date specified in the Offer Letter as the date on which that Offer Letter is deemed to have been accepted by that Consumer;

**“Endorsed Substation Plan”** means a document specifying the location and design of the type of substation(s) required to implement the Connection submitted by the Consumer’s LEW and endorsed by the Transmission Licensee;

**“Equipment”** means all cables, supply lines, switchgear, meters, electrical equipment, accessories and other apparatus;

**“Event of Default”** has the meaning ascribed in clause 13.1;

**“Existing Consumer”** means a Consumer who is already Connected to the Transmission System and receiving a supply of electricity at its Premises on the Effective Date;

**“Force Majeure Event”** means in relation to either Party, any event or circumstance, or combination of events or circumstances which is beyond the reasonable control of that Party and which results in or causes the failure of that Party to perform any one or more of its obligations under this Agreement, and the adverse effects of which could not have been foreseen and prevented, overcome, remedied or mitigated in whole or in part by that Party through the exercise of diligence and reasonable care, including, by way of example and without prejudice to the generality of the foregoing:

- (a) act of God, strike, lockout, restrictive work practices or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, invasion, armed conflict or act of a foreign enemy, terrorist act, blockade, embargo, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, landslide, unusually heavy or prolonged rain, lack of water arising from weather or environmental problems, explosion, fault or failure of plant and/or apparatus breakage or accident to machinery or lines or pipe (including any caused by the act of a third party) which could not have been prevented by the exercise of Good Utility Practice;
- (b) 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 the result of a violation by the person of a permit, licence or other authorisation or of any Applicable Law, any Act of Parliament or other legislation, by-law, prohibition, measure or directive of any kind and/or of any governmental, parliamentary, local or other competent authority;
- (c) the adoption, amendment, repeal or reinterpretation after the Effective Date by a Legal Authority of any law of Singapore which materially affects a Party’s ability to perform its obligations under this Agreement; or
- (d) the inability of the Transmission System to accept any electricity generated by the generators or suspension of transmission through the same to the extent that such inability or suspension or the consequences thereof could not have been prevented by the exercise of Good Utility Practice by the Transmission Licensee,

provided that lack of funds shall not be interpreted as a cause beyond the control of a Party and an act of a Party effected in accordance with the Transmission Code shall not constitute a Force Majeure Event in respect of the other Party. This definition shall take precedence over the definition of “force majeure event” in any other document including the Market Rules;

**“Good Utility Practice”** means those standards, practices, methods and procedures conforming to safety and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances. This definition shall take precedence over the definition of “good utility practice” in any other document including the Market Rules;

**“Handbook”** means the handbook jointly published by the Market Support Services Licensee and the Transmission Licensee entitled “How to Apply for Electricity Connection” which is available for download at the Transmission Licensee’s and SP PowerGrid Ltd’s websites;

**“Indirectly Connected Consumer”** means in relation to a Master Consumer, any Indirectly Connected Consumer who is connected to the electrical system of the premises of that Master Consumer;

**“Legal Approval”** means any authorisation, permit, clearance, licence, consent, exemption or approval from or required by any Legal Authority;

**“Legal Authority”** means any agency, authority, department, inspectorate, ministry, legislative body, parliament, statutory or legal entity or person (whether autonomous or not), commission, instrumentality of the Government of the Republic of Singapore or any subdivision thereof having jurisdiction over either Party;

**“Maintenance Days”** means such days (whether consecutive or non consecutive, and whether business or otherwise) which the Transmission Licensee may require in order to carry out routine maintenance to the Transmission System, and which may involve De-Energisation of the Service Connection;

**“Market Support Services Code”** means the code bearing such name and binding on, amongst other parties, the Market Support Services Licensee;

**“Master Consumer”** means a consumer whose Premises are connected, or are to be connected, to the Transmission System, to which Premises the Installations of other consumers are connected;

**“Meter”** means the main meter and the check meter that measures the flow of electricity to and/or from the Consumer’s Premises;

**“Metering Code”** means the Code of Practice that sets forth requirements relating to meters and metering in the wholesale electricity market and the retail electricity market;

**“New Consumer”** means a Consumer who is not Connected to the Transmission System, or is Connected but its Service Connection is not Energised, on the Effective Date;

**“Non-dedicated Substation”** means a Substation which has been constructed and equipped to enable the Transmission Licensee to provide Transmission Services to the Premises and which may also be used by the Transmission Licensee to provide Transmission Services to other premises or installations;

**“Offer Letter”** means the letter of offer for Transmission Services sent to a Consumer by the Transmission Licensee, together with a copy of these Terms and Conditions;

**“Party”** means a party to this Agreement and “Parties” means every Party;

**“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organisation or government (or any agency, instrumentality or subdivision thereof);

**“Prescribed Rate”** means the rate which is four percentage points (4%) above the arithmetic average of the rates quoted by the Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited, and United Overseas Bank Limited (or such other banks as the Authority may specify in writing from time to time) as being the prime lending rates of such banks for each day of the period for which interest accrues, and in respect of any day during such period which is not a day for which such a rate is quoted the last preceding rate quoted shall apply;

**“Service Connection”** means two or more insulated electrical conductors which provide, or are intended to provide, an electrical link between a Connection Point and a Consumer’s Installation. For the purposes of an Indirectly Connected Consumer, the Service Connection shall refer to two or more insulated electrical conductors which provide, or are intended to provide, an electrical link between a Master Consumer’s electrical system and the Consumer’s Installation of that Indirectly Connected Consumer;

**“Service Connection Works”** means all the design, engineering, procurement and construction works and services required for the construction, installation and (where applicable) modification of the Service Connection;

**“Substation”** shall have the meaning ascribed to it in clause 2.1;

**“Switchgear Equipment”** means in respect of a Service Connection, the circuit breakers, together with all control, instrumentation, metering, protection, signalling and regulating devices in respect of such circuit breakers;

**“Target Commencement Date”** means, where specified in the Offer Letter, the date on which Works in respect of the Service Connection are expected to commence;

**“Target Completion Date”** means, where specified in the Offer Letter, the date on which all Works in respect of the Service Connection are expected to be Completed;

**“Target Date”** means, where specified in the Offer Letter in respect of a Distribution Connection, the date stated in the Offer Letter or such other date as agreed by the Parties in writing as the scheduled date of Energisation;

**“Terms and Conditions”** means the terms and conditions set out in this document, including its schedules;

**“Transfer”** means to sell, assign, lease, transfer or otherwise dispose of a thing;

**“Transmission Charges”** means the charges calculated by the Transmission Licensee from time to time pursuant to clause 11 and the Transmission Services Rate Schedule;

**“Transmission Code”** means the Code of Practice issued or approved by the Authority that describes the rights and obligations of the Transmission Licensee and other parties with respect to Transmission Services;

**“Transmission Licensee’s Switchgear Equipment”** means the Switchgear Equipment on the Transmission Licensee’s end of the Service Connection which are supplied, installed and maintained by the Transmission Licensee;

**“you”** means the Consumer and “your” has a corresponding meaning;

**“Works”** means all the design, engineering, procurement and construction works and services which the Transmission Licensee is obliged to carry out:

- (a) pursuant to the Offer Letter, clause 2 and clause 3;
- (b) in order to connect the Service Connection or Substation to the Transmission System;
- (c) in respect of the Transmission Licensee’s Switchgear Equipment.

1.2 Unless defined in this Agreement or the context otherwise requires, capitalised words and expressions used in this Agreement shall have the meanings ascribed to them in the Act, the Market Rules and the Transmission Code.

1.3 This Agreement shall be supplemented by, and construed in a manner consistent with, the rights and obligations, if any, of the Parties under the Act, the Transmission Code (including guidelines issued pursuant to the Transmission Code, including the Handbook) and the Metering Code. In the event of any inconsistency between this Agreement on the one hand and the Act, Transmission Code or Metering Code on the other hand, the Act, Transmission Code and Metering Code, as the case may be, shall take precedence.

## **2 Substations (Where applicable)**

2.1 Where a new substation is required or that an existing substation is required to be upgraded or maintained (in each case, the **“Substation”**) in order to effect, upgrade or maintain the Connection of the Premises to the Transmission System, the Consumer shall, at its own cost:

- (a) provide the site or, in the case of upgrading, any additional site for such Substation; and
- (b) construct (according to the requirements of the Transmission Licensee) and maintain the exterior, the structure (including the roof) and (where applicable) the fire protection systems inside the switchroom of the Substation or any extension thereof; or

- (c) in the case of an existing Substation where no upgrading works are required, maintain the exterior, the structure (including the roof) and (where applicable) the fire protection systems inside the switchroom of the Substation or any extension thereof.
- 2.2 The Transmission Licensee shall, subject to clauses 2.3 and 2.4, supply, lay, install and maintain the necessary cables, supply lines, switchgear, meters, electrical equipment, accessories and other apparatus for such Substation.
  - 2.3 If the Consumer has requested for a Dedicated Substation, the Consumer shall pay to the Transmission Licensee the cost of all Equipment installed for the purposes of the Dedicated Substation in addition to the Connection Charge and in accordance with invoices sent to the Consumer by the Transmission Licensee.
  - 2.4 Where the Consumer has not requested for a Dedicated Substation, the Transmission Licensee shall bear the cost of all Equipment installed in the Substation other than those solely connected to the Service Connection. The Transmission Licensee shall be entitled to use the Substation, together with the site on which it is located, in connection with the supply of electricity to other consumers, or for the improvement of other supplies of electricity or in such manner as permitted by its Transmission Licence, and to make such connections or additions to the Substation as may be necessary for any of these purposes.
  - 2.5 Subject to the proviso herein, the Transmission Licensee shall have exclusive use of the Substation, together with the site on which it is located, and the Consumer shall be deemed to have granted to the Transmission Licensee, its employees and agents an irrevocable licence at all times to have full and unrestricted use thereof and free access thereto provided that the Transmission Licensee shall not use a Dedicated Substation to provide Transmission Services to any other premises or installation.
  - 2.6 If the Equipment installed at the Premises by the Transmission Licensee is being used to provide Transmission Services to the Premises and/or to other premises or installations, the Transmission Licensee may, at the request of the Consumer, relocate the Equipment if the Transmission Licensee is satisfied that such relocation is reasonable and the Consumer complies with such terms and conditions as the Transmission Licensee may impose, including terms and conditions relating to the payment by the Consumer of all costs and expenses necessary for the relocation.

### **3 Responsibility for Providing the Service Connection and Related Matters**

- 3.1 The Transmission Licensee shall perform any Service Connection Works which it is required to perform and all maintenance in respect of the Service Connection where the Consumer's Switchgear Equipment is located at the ground level of the Premises.
- 3.2 The Transmission Licensee shall at all times retain ownership of all Equipment which may be supplied, laid or installed by the Transmission Licensee from time to time pursuant to the terms of this Agreement.
- 3.3 The Consumer shall, at its own cost:
  - (a) be responsible for the connection of the Service Connection to the Consumer's Switchgear Equipment, including all cable termination work, and all maintenance in respect thereof;
  - (b) install, operate, test and maintain the Switchgear Equipment on its end of the Service Connection and shall keep such Switchgear Equipment set in accordance with the relevant provisions of the Transmission Code;
  - (c) install and maintain:



- (i) such current transformers and voltage transformers as the Transmission Licensee may specify in respect of the Meter, and shall ensure that they comply with the relevant specifications set out in the Metering Code; and
- (ii) a suitable facility (including all necessary pre-wiring) in which to house the Meter;
- (d) be responsible for obtaining and maintaining with effect from the Effective Date all Consents required for:
  - (i) the construction and operation of the Substation in respect of the Connection of its Premises to the Transmission System; and
  - (ii) the installation and connection of the Service Connection, where it has agreed to perform the Service Connection Works;
- (e) following the completion of any Works upon the Premises, reinstate the Premises; and
- (f) be responsible for demolishing any decommissioned substation.

#### **4 Energisation of Service Connection**

- 4.1 The Transmission Licensee shall not be obliged to Energise the Service Connection until the following conditions set out below have been satisfied:
- (a) a copy of the Certificate of Readiness in respect of the Consumer's Installation has been delivered to the Transmission Licensee in accordance with the Transmission Code; and
  - (b) the Consumer is in full compliance with its obligations under this Agreement.

#### **5 De-Energisation and Re-Energisation**

- 5.1 The Transmission Licensee shall De-Energise the Service Connection in respect of the Premises in the following circumstances:
- (a) upon receipt of a direction from a Market Support Services Licensee to that effect which is expressed to be given pursuant to the Act, the Market Support Services Code or the Conditions of Service; or
  - (b) upon receipt of a direction or order from the Authority to that effect.
- 5.2 The Transmission Licensee may De-Energise the Service Connection in respect of the Premises in any of the following circumstances:
- (a) if the Consumer has been notified that the Transmission Licensee has not received payment of any Transmission Charges owing to it by the Consumer on the due date thereof and, after a period of ten (10) Business Days from the date of the giving of such notice,
    - (i) the Transmission Licensee is of the opinion that the non-payment is not the result of an administrative error; and
    - (ii) the Parties have not agreed on a remedy;

- (b) if the Consumer fails to provide any security required under clause 12 of this Agreement within the relevant period of time specified therein;
  - (c) upon termination of this Agreement in accordance with clause 13 or clause 19; or
  - (d) for any other reason as permitted pursuant to the Act, the Market Rules or the Transmission Code.
- 5.3 The Transmission Licensee shall notify the Consumer as early as possible of any involuntary De-Energisation of its Premises pursuant to clause 5.1 or 5.2 save where the De-Energisation has occurred as a result of a direction from the Market Support Services Licensee.
- 5.4 If the Service Connection has been De-Energised by the Transmission Licensee pursuant to clause 5.1 or 5.2, the Transmission Licensee shall only Re-Energise such Service Connection within fourteen (14) Business Days (or such earlier period as may be reasonably practicable) when:
- (a) the Consumer has made an application for Re-Energisation within thirty (30) days of De-Energisation;
  - (b) the Consumer has satisfied each condition set out in clause 4.1;
  - (c) in the case where the breach that caused the De-Energisation was attributable to the Consumer, the Consumer has paid or agrees to pay all costs associated with such Re-Energisation and any associated commissioning procedures, including the costs of installing any of the equipment of the Transmission Licensee onto the Consumer's property; and
  - (d) in the case where the Service Connection was De-Energised under clause 5.1, upon receipt by the Transmission Licensee of a direction from the party who had directed the De-Energisation,

And Provided That the Service Connection shall be in serviceable condition for the purposes of Re-Energisation.

## **6 Obligations of Master Consumers**

- 6.1 A Master Consumer shall not Energise the premises of any Indirectly Connected Consumer until that Indirectly Connected Consumer provides evidence that it has established an account with the Market Support Services Licensee.
- 6.2 A Master Consumer that receives a notification from the Transmission Licensee or its agent of an intended De-Energisation in respect of any Indirectly Connected Consumer shall be obliged at its own expense to facilitate and render such assistance (including notifying that Indirectly Connected Consumer) to the Transmission Licensee or its agent, as the case may be, in effecting the De-Energisation.
- 6.3 The Master Consumer shall, when approving any Indirectly Connected Consumer's load, ensure that the total load at the Master Consumer's Premises shall not exceed the Approved Load of the Premises.

## **7 Technical Requirements**

- 7.1 The Consumer shall at its own cost:

- (a) provide stand-by power or stand-by generator(s) and other means to serve its Premises if its operations cannot tolerate any failure, reduction, interruption, variation or inconsistency in the supply of electricity; and
  - (b) provide power quality devices, such as uninterruptible power supply, voltage stabiliser, voltage restorer, or any other means to serve its plant if its operations cannot tolerate any voltage fluctuations or distortions in supply.
- 7.2 The Consumer may, subject to any requirements that the Transmission Licensee may impose on effective measures to be undertaken by the Consumer to prevent power feedback, operate an internal generating plant or standby generating plant in parallel with the Transmission System. The Consumer shall not alter any equipment installed for the purpose of preventing such parallel operation unless in accordance with such terms and conditions as the Transmission Licensee may impose.
- 7.3 The Consumer's Service Connection shall only comprise one intake point in respect of the Premises.
- 7.4 Notwithstanding the provisions of clause 16, a Consumer acting in contravention of clause 7.2 hereby undertakes to indemnify the Transmission Licensee for all losses and liabilities incurred by the Transmission Licensee arising, whether directly or indirectly (including as a result of Third Party claims), from the operation of the Consumer's internal generating plant or standby generating plant, as the case may be.

## **8 Maintenance of the Transmission System**

- 8.1 For the purposes of maintenance of the Transmission System, the Transmission Licensee shall be entitled to schedule and implement Outages in accordance with the Transmission Code, the Market Rules and this Agreement. Notwithstanding clause 16, the Transmission Licensee shall not be liable to the Consumer in respect of any loss arising as a result of:
- (a) any scheduled Outages which are implemented in accordance with the requirements of the Market Rules and/or the Transmission Code; or
  - (b) any Outages that are rejected, cancelled, deferred or recalled by the Power System Operator in accordance with the Market Rules.
- 8.2 The Transmission Licensee may schedule three (3) Maintenance Days per calendar year in respect of the Distribution Connection.
- 8.3 Notwithstanding clause 8.2 and without prejudice to the generality of clause 8.1(a), if a fault, defect, or cable diversion arises from the Transmission System which results in or requires De-Energisation of the Service Connection to the Premises, the Transmission Licensee shall be entitled to De-Energise (if necessary) the Service Connection in order to remedy the fault or defect.

## **9 Personnel and Worker Safety**

- 9.1 Each Party shall adopt safety procedures in respect of any Service Connection or equipment directly connected to it so as to ensure the safety of personnel and/or plant at any time that work and/or testing is carried out on or near the Service Connection or equipment.
- 9.2 Whenever work is carried out in respect of a Service Connection or equipment directly connected to it, the Party initiating the work must ensure that appropriate safety procedures have been

adopted in accordance with clause 9.1 and must co-ordinate the work to ensure it complies with the safety procedures.

## **10 Access Rights**

- 10.1 Without prejudice to the provisions of clause 2, the Transmission Licensee shall be entitled to install on the Premises of the Consumer such Equipment, including the Meter, as may be required to allow the Transmission Licensee to perform its functions, duties and powers under this Agreement, the Act, the Transmission Code, the Metering Code and the Market Rules and the Consumer shall make available at no cost to the Transmission Licensee sufficient space reasonably required by the Transmission Licensee on the Consumer's Premises for such Equipment.
- 10.2 The Consumer hereby grants to the Transmission Licensee all such rights of access to the Premises and the Equipment as may reasonably be required for the purpose of performing its functions, duties and powers under this Agreement, the Act, the Transmission Code, the Metering Code or the Market Rules.
- 10.3 In exercising its rights of access, the Transmission Licensee shall comply with reasonable safety requirements of the Consumer. The Transmission Licensee shall take reasonable measures not to damage or tamper with the Consumer's Equipment, and shall, notwithstanding clause 16, be liable for loss or damage to such Equipment as a result of non-compliance with reasonable measures.
- 10.4 Where the Transmission Licensee has installed Equipment on the Premises of the Consumer, the Consumer:
- (a) shall take reasonable measures not to damage or tamper with the Equipment;
  - (b) shall take reasonable measures to prevent damage to or tampering of the Equipment by third parties; and
  - (c) shall comply with all reasonable safety and operating instructions given to it by the Transmission Licensee,

and, notwithstanding the provisions of clause 15, the Consumer shall be liable for any loss of or damage to the Equipment which has arisen as a result of non-compliance with clauses 10.4(a), 10.4(b) and 10.4(c).

## **11 Transmission Charges and Payment Terms**

- 11.1 The Transmission Licensee shall publish its Transmission Charges in a document called "Transmission Services Rate Schedule", which may be revised with the approval of the Authority.
- 11.2 The Transmission Licensee will calculate the charges payable by the Consumer for each billing period in accordance with the Transmission Services Rate Schedule. The Transmission Licensee shall invoice its charges as follows:
- (a) where the Consumer has entered into a supply agreement with an electricity supplier who provides a Consolidated Billing Service, the invoice shall be sent to the electricity supplier;
  - (b) where the Consumer receives an electricity supply from SP Services Limited or has entered into a supply agreement with an electricity supplier (other than SP Services

Limited) and that electricity supplier does not provide a Consolidated Billing Service the invoice will be sent to the Consumer.

- 11.3 The Consumer shall pay to the Transmission Licensee the Transmission Charges stated in each invoice which it receives pursuant to clause 11.2(b) within ten (10) calendar days from the date of invoice. Such payment shall be made in accordance with the terms and conditions set out in the invoice.
- 11.4 The Transmission Licensee shall be entitled to charge interest on any amount owing under this agreement (whether for Connection Charges, Transmission Charges or otherwise) at the Prescribed Rate for such debts.
- 11.5 Unless otherwise indicated, all amounts specified under this Agreement shall be exclusive of taxes.
- 11.6 All payments under this Agreement shall be made:
- (a) without deduction, set off or deferment in respect of sums the subject of any disputes or claims whatsoever save for sums the subject of a final award or judgment (after exhaustion of appeals if this opportunity is taken) or which by agreement between the Parties may be so deducted or set off; and
  - (b) together with any taxes payable in respect of such payments.

Upon resolution of any dispute in relation to an invoice or invoices in accordance with this Agreement, any amount which the Consumer may have overpaid or underpaid will be credited (with interest at the Prescribed Rate, if it is determined that the Transmission Licensee was at fault) or debited (as the case may be) to an invoice to be issued to the Consumer under this Agreement.

- 11.7 The Consumer acknowledges and agrees that the Transmission Licensee may appoint an agent to act on its behalf to calculate and collect Transmission Charges in accordance with the terms and conditions set out in this clause 11.
- 11.8 In addition to the Transmission Charges set out in this clause 11, the Consumer shall pay to the Transmission Licensee such other charges, including Connection Charges incurred in connection with one-off or additional services and meter charges in accordance with the Transmission Services Rate Schedule which shall be approved by the Authority.

## **12 Security for Transmission Charges**

- 12.1 The obligation to provide the Transmission Licensee with security under clause 12.2 shall not apply to the Consumer during any period where the Consumer is receiving an electricity supply under a supply agreement with a Retail Electricity Licensee who provides a Consolidated Billing Service.
- 12.2 Subject to clause 12.1, the Consumer shall provide the Transmission Licensee with security (or additional security) for the payment to it of all money which may become due to it in respect of Transmission Services, in the amount determined by the Transmission Licensee. The maximum amount of security that the Transmission Licensee may require shall be one and a half times the average monthly exposure faced by it in respect of the Consumer or such other amounts as determined in accordance with the Transmission Code.
- 12.3 The Consumer shall provide the security referred to in clause 12.2 in such form as may be acceptable to the Transmission Licensee, including any one or more of the following:
- (a) a cash deposit;

- (b) an irrevocable letter of credit;
  - (c) a bankers' guarantee or other financial guarantee in form and substance acceptable to the Transmission Licensee; or
  - (d) any combination of the above.
- 12.4 The Transmission Licensee shall at least once annually, or more frequently as the Transmission Licensee determines appropriate, and where required under clause 12.5, revise its estimate of its maximum financial exposure in respect of the Consumer and shall notify the Consumer accordingly.

Where such revision results in:

- (a) a decrease in the Transmission Licensee's maximum financial exposure by more than ten percent relative to the immediately preceding estimate, the Consumer may replace the security provided to the Transmission Licensee with security that reflects the decrease in the Transmission Licensee's maximum financial exposure. Where the security is held in the form of a cash deposit, the Consumer may obtain from the Transmission Licensee a refund of part of any cash deposit that reflects the decrease in the Transmission Licensee's maximum financial exposure and the Transmission Licensee shall, when requested by the Consumer, return the excess amount to the Consumer within twenty (20) Business Days of the date of receipt of the request; or
  - (b) an increase in the Transmission Licensee's maximum financial exposure by more than ten percent relative to the security provided by the Consumer, the provisions of clause 12.5 shall apply.
- 12.5 Where any security provided by the Consumer hereunder becomes inadequate or invalid, the Transmission Licensee may, by notice, require that the Consumer provide adequate and valid security within twenty (20) Business Days of receipt of the notice. Where the Consumer fails to provide such replacement security within such period the Transmission Licensee may De-Energise the Service Connection, as the case may be.
- 12.6 The Consumer acknowledges and agrees that the Transmission Licensee may appoint an agent to act on its behalf to calculate and collect security in accordance with the terms and conditions set out in this clause 12.

### 13 Events of Default

- 13.1 An Event of Default means, in respect of a Party, a breach by that Party of a material provision of this Agreement, other than in respect of:
- (a) payment for Transmission Services; or
  - (b) the provision of security pursuant to clause 12 in respect of Transmission Charges.
- 13.2 If an Event of Default occurs in respect of a Party, the non-defaulting Party may serve the defaulting Party with a notice (the "**Default Notice**") specifying the Event of Default and may terminate this Agreement with effect from the date specified in such notice, in which case the provisions of clause 5.2 and clause 19 shall apply.

13.3 Nothing in this clause shall:

- (a) be construed as affecting any other right or remedy which the non-defaulting Party may have under this Agreement or Applicable Law, including a right to seek damages or indemnification where applicable, relating to or arising from an Event of Default; or
- (b) apply to a default in payment for Transmission Services or a failure by the Consumer to provide security in respect of Transmission Charges, which shall be governed by the provisions of clause 11 and clause 12.

## 14 Force Majeure

14.1 Subject to the provisions of this clause, neither Party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement, other than the obligation to make payments of money, to the extent that such failure or delay is due to a Force Majeure Event, provided that the Party invoking a Force Majeure Event shall only be excused from performance pursuant to this clause:

- (a) for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Party to resume performance of the obligation; and
- (b) where and to the extent that the failure or delay in performance would not have been experienced but for such Force Majeure Event.

14.2 Where a Party invokes a Force Majeure Event, it shall give notice to the other Party:

- (a) of the invocation of the Force Majeure Event as soon as reasonably practical but in any event within two (2) Business Days of the date on which the Party becomes aware of the occurrence of the Force Majeure Event, which notice shall include full particulars of the Force Majeure Event and of the effect that such Force Majeure Event is having on the Party's performance of its obligations under this Agreement; and
- (b) of the cessation of the Force Majeure Event and of the cessation of the effects of the Force Majeure Event on the Party's performance of its obligations under this Agreement.

14.3 Where a Party invokes a Force Majeure Event, it shall:

- (a) subject to clause 14.4, use all reasonable endeavours to mitigate or alleviate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
- (b) continue to comply with its obligations under this Agreement to the maximum extent possible.

14.4 The settlement of any strike, lockout or other labour disturbance constituting a Force Majeure Event shall be within the sole discretion of the affected Party involved in such strike, lockout or other labour disturbance and nothing in clause 14.3(a) shall require the affected Party to mitigate or alleviate the effects of such strike, lockout or other labour disturbance.

## 15 Confidentiality

15.1 Subject to clause 15.2 and clause 15.3, each Party shall safeguard and keep confidential all Confidential Information which it acquires during the term of this Agreement and which concerns the other Party unless (and only to the extent permitted by) the prior written consent of the Party concerned has been obtained to disclose the Confidential Information.

- 15.2 Nothing in clause 15.1 shall prevent the disclosure, use or reproduction of any Confidential Information by a Party:
- (a) to any of its directors, officers, employees or agents where such person requires the Confidential Information for the due performance of that person's functions and duties;
  - (b) to its legal or other professional advisor, auditor or other consultant where such person requires the information for purposes of this Agreement or the Transmission Code, or for the purpose of advising it in relation thereto;
  - (c) to the extent required by Applicable Law, an applicable Code of Practice, the Market Rules or by a Legal Authority, or for the purpose of legal proceedings or other forms of dispute resolution or the giving of advice in relation thereto;
  - (d) to the extent reasonably required in connection with the Party's financial arrangements, investment in that Party or a Transfer of the Party's assets, in each case upon obtaining an undertaking of confidentiality from the recipient of the Confidential Information;
  - (e) to protect the health or safety of personnel, equipment or the environment, or during an actual or threatened emergency, High-Risk Operating State or Emergency Operating State;
  - (f) to the extent that Confidential Information is required by the Power System Operator in the performance of its duties under the Act; or
  - (g) if the disclosure, use or reproduction of Confidential Information is such that the disclosed information cannot be identified with the Consumer.
- 15.3 The obligations of confidentiality in clause 15.1 shall survive termination of this Agreement and shall continue unless and until any of the relevant Confidential Information enters the public domain through no fault of the relevant Party or its agents.

## **16 Liability and Indemnification**

- 16.1 To the extent permitted by applicable law, and where neither Party has excluded liability to the other Party under or in connection with this Agreement, each Party's liability to the other Party, whether arising in contract, tort, breach of statutory duty or otherwise, shall not exceed the sum as specified herein in respect of each incident or series of related incidents. Each Party's liability to the other Party shall be limited to direct losses resulting from any material breach of contract, wilful misconduct or negligence of the relevant Party. Except to the extent that liability may not be so excluded under applicable law, each Party excludes all liability in respect of any indirect or consequential loss (including any loss of profits, business, goodwill or any economic loss) arising from or in connection with the execution of this Agreement, whether such liability arises in contract, tort, breach of statutory duty or otherwise. In the case of Consumers with a Service Connection to their Premises, the liability referred to in this clause 16.1 shall not exceed \$3000.00 Singapore Dollars. For the avoidance of doubt, nothing in this clause 16.1 shall limit or restrict the Transmission Licensee's right to recover Transmission Charges together with all interest which may have accrued pursuant to clause 11.4, or prejudice the Consumer's obligation to pay the same.
- 16.2 Each Party shall have a duty to mitigate its losses, liabilities or damages arising out of or in connection with the execution of this Agreement.
- 16.3 Subject to clause 16.1, each Party shall indemnify and hold harmless the other Party from all claims, losses or liabilities sustained, in respect of any matter to which liability may be imposed pursuant to that Party's negligence, wilful misconduct or breach of any of the terms in this Agreement.



- 16.4 For the purpose of this Agreement, any act or omission of a Party carried out in strict compliance with:
- (a) a direction of the PSO, the EMA or the EMC in accordance with (where applicable) the Electricity Act or the Market Rules, or a direction of the MSSL pursuant to the Market Support Services Code; or
  - (b) its obligations under the Market Rules or Transmission Code,
- shall be deemed not to constitute negligence, wilful misconduct nor a breach of this Agreement.
- 16.5 Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury caused by that Party's negligence.
- 16.6 Nothing in clause 16.1 shall be construed as limiting the liability of a Party in respect of a breach of that Party of its confidentiality obligations in this Agreement.
- 16.7 The rights, obligations and remedies set out in this Agreement are intended to be the exhaustive rights, obligations and remedies of the Parties with respect to this Agreement and shall apply to all liabilities and claims of any kind, whether as a result of a breach of any obligations, warranty or representation, negligence, breach of a statutory duty, strict liability or otherwise howsoever arising on the part of either Party.
- 16.8 Each of the sections and parts of sections of clause 16 shall:
- (a) be construed as a separate and severable contract term, and if one or more of such sections or part of a section is held to be invalid, unlawful or otherwise unenforceable, the other or others of such sections shall remain in full force and effect and shall continue to bind the Parties; and
  - (b) survive termination of this Agreement.

## 17 Third Party Claims

- 17.1 A Party that is served with notice of the commencement of a proceeding against it by a third party in relation to this Agreement (a "**Third Party Claim**") shall promptly notify the other Party within five (5) Business Days of receipt of the Third Party Claim.
- 17.2 Where a Third Party Claim relates to a matter in respect of which a Party (the "**Indemnified Party**") will seek indemnification from the other Party (the "**Indemnifying Party**"), the Indemnified Party shall not accept, compromise, arbitrate or settle or agree to accept, arbitrate, compromise or settle the Third Party Claim without first having taken all reasonable steps to defend such Third Party Claim.

## 18 Dispute Resolution

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the matter is not resolved by negotiation, the Parties shall refer the dispute to arbitration in accordance with the arbitration rules of the Singapore International Arbitration Centre which are in force from time to time. The arbitrator shall be appointed by the Chairman for the time being of the Singapore International Arbitration Centre.

18.2 The obligation to refer a dispute to arbitration under clause 18.1:

(a) shall not apply:

- (i) in relation to disputes which involve the recovery of any amount which is due and payable under this Agreement and is not disputed in good faith;
- (ii) if there is an express provision to the contrary in this Agreement;
- (iii) if there is a contrary provision in the Act, the regulations, an applicable code of practice or the electricity licence of a Party; or
- (iv) in the circumstances set out in clause 17;

(b) is subject to the rights, powers, duties and obligations of the Authority.

18.3 If a dispute is not resolved by the Parties pursuant to clause 18.1, the dispute may be resolved by litigation.

## 19 Termination

19.1 Subject to the terms and conditions of this Agreement:

- (a) the Consumer may terminate this Agreement without cause at any time upon one (1) month's notice; or
- (b) either Party may terminate this Agreement in accordance with clause 13.2.

19.2 This Agreement shall automatically terminate:

- (a) upon the involuntary De-Energisation of the Service Connection under clauses 5.1 and 5.2 on the thirty-first day following the date of De-Energisation, unless prior to such day, the Service Connection has been Re-Energised or the Consumer has made an application for such Re-Energisation; or
- (b) upon the Market Support Services Licensee closing the Consumer's Market Support Services account pursuant to the conditions of service agreement between these parties.

19.3 Where this Agreement is terminated, the Transmission Licensee may De-Energise the Service Connection.

19.4 Notwithstanding termination of this Agreement, in whole or in part, for any reason, each Party shall remain liable in respect of all obligations and liabilities owed to the other Party that were incurred or arose under this Agreement prior to the effective date of termination regardless of the date on which any claim relating thereto may be made, subject only to any applicable provisions of the Limitation Act (Cap. 163). Notwithstanding any other provision of this Agreement the provisions of clauses 1, 3.3, 6, 10, 11, 15, 16, 17, 18, 19 and 20 shall survive termination of this Agreement for any reason without restriction as to time.

19.5 Upon termination of this Agreement in respect of the Premises, the Transmission Licensee shall, within twenty (20) days following termination provided it is satisfied that the Consumer has no remaining financial obligations or liabilities under this Agreement, return to the Consumer all security held by the Transmission Licensee in respect of the Consumer.

19.6 Upon termination of this Agreement in respect of the Premises, the Transmission Licensee may, where the Consumer has financial obligations under this Agreement that are outstanding for more than ten (10) Business Days from the effective date of termination, take such steps as may be

necessary to realise any security held to offset any such outstanding financial obligations. Where the security exceeds the value of such outstanding financial obligations, including the costs of the Transmission Licensee in realising of such security, the Transmission Licensee shall, within thirty (30) Business Days of termination, return to the Consumer any remaining security held by the Transmission Licensee in respect of the Consumer.

## **20 Costs And Expenses**

- 20.1 Except as may otherwise be expressly specified in this Agreement or the Transmission Code or as the Parties may otherwise agree, as between the Parties the Consumer shall bear all of the costs and expenses relating to the performance by the Consumer of its functions, duties and powers under this Agreement and the Transmission Code, including those arising from any appointment by the Consumer of Licensed Electrical Workers (“LEWs”) to perform the technical obligations of the Consumer under this Agreement.
- 20.2 Except as may otherwise be expressly specified in this Agreement or the Transmission Code or as the Parties may otherwise agree, as between the Parties the Transmission Licensee shall bear all of the costs and expenses relating to the performance by the Transmission Licensee of its functions, duties and powers under this Agreement and the Transmission Code.

## **21 Assignment**

- 21.1 The Consumer may not assign or Transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of the Transmission Licensee.
- 21.2 Nothing in this clause shall be construed as limiting the right of the Consumer to use such personnel, service providers or other agents as the Consumer considers appropriate in performing its functions, duties and powers under this Agreement or the Transmission Code.
- 21.3 This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective heirs, administrators, executors, successors, substitutes (including persons taking by novation) and permitted assigns.

## **22 Waiver**

- 22.1 A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver.
- 22.2 No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement, the Act or an applicable Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.

## **23 Entire Agreement**

- 23.1 This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties

with respect thereto. Each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or warranty or other undertaking other than those expressly set out in this Agreement.

## **24 General**

- 24.1 No amendment to this Agreement shall be effective unless approved by the Authority and agreed by the Parties in writing.
- 24.2 Each Party shall promptly execute and deliver or cause to be executed and delivered all further documents in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.
- 24.3 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act by a person who is not a party to this Agreement.
- 24.4 Each clause and part of a clause in this Agreement shall be construed as a separate and severable contract term, and if one or more of such clauses or part of a clause is held to be invalid, unlawful or otherwise unenforceable, the other or others of such clauses shall remain in full force and effect and shall continue to bind the Parties.

## **25 Notices**

- 25.1 Unless otherwise specified, all notices required or permitted to be given or made under this Agreement shall be in writing and may be delivered personally or sent by pre-paid courier or post with recorded delivery or by facsimile and if by facsimile, followed by a copy of such facsimile sent by prepaid post addressed to the relevant Party. Such notice shall be sent to each Party at its address and facsimile number stated below or to such other address or facsimile number as that Party may from time to time duly notify to the other Party in accordance with this clause.
  - (a) In the case of the Transmission Licensee, to:  
  
SP PowerGrid Limited  
(as agent of SP PowerAssets Ltd)  
2 Kallang Sector  
Singapore 349277  
Facsimile: 6304 8576  
Attention: Chairman
  - (b) In the case of the Consumer, to the address and facsimile number stated in the Application.
- 25.2 Any such notice despatched in accordance with clause 25.1 shall be deemed to have been duly served (if given by facsimile) immediately, or (if given by courier or personally delivered) at the time of delivery, or (if given or made by post) four (4) Business Days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
- 25.3 The Consumer shall provide the Transmission Licensee with the name and contact information of a person which may be contacted on a twenty-four (24) hour basis in respect of any matter arising under this Agreement.

## **26 Governing Law / Jurisdiction**

- 26.1 In the event of litigation taking place pursuant to clause 18.3, both parties to this Agreement hereby submit to the exclusive jurisdiction of the Singapore Courts. This Agreement shall be governed by and construed in accordance with the laws of Singapore.

\*\*\*\*\*