

Conditions of Service for Contestable Consumers

1 Introduction

- 1.1 This Conditions of Service for Contestable Consumers document (the “**Agreement**”) sets out the terms on which We, as the Market Support Services Licensee (“**MSSL**”), agree to provide you, as the Contestable Consumer, the applicable Services in respect of your Premises’ MSS Account registered with Us, and you agree to receive the Services from the MSSL.
- 1.2 This Agreement is subject to, and you agree to comply with all your obligations under, all Applicable Laws. You further agree to comply with any direction or instruction issued by Us in compliance with all Applicable Laws.
- 1.3 In this Agreement, capitalised words have the meanings set out in Appendix 1.

2 Notification of Contestability

- 2.1 You will be notified of your classification as a Contestable Consumer by the Energy Market Authority (“**EMA**”) or by Us, and the effective date of your classification as a Contestable Consumer (the “**Contestability Notice**”).

3 Premises Receiving Supply before Receipt of Contestability Notice

- 3.1 This clause 3 only applies to you if you were already receiving a supply of electricity at your Premises prior to receiving the Contestability Notice.
- 3.2 Notwithstanding any change in your electricity purchase arrangements for your Premises, you shall remain subject to and liable for all obligations and liabilities which were incurred by you under your existing electricity purchase arrangements in respect of your Premises prior to such change, regardless of the date on which any claim relating thereto may be made, subject only to the provisions of the Limitation Act (Cap. 163).

4 Premises Not Receiving Supply Before Receipt of Contestability Notice

- 4.1 If you were not already receiving a supply of electricity at your Premises as a Contestable Consumer prior to receiving the Contestability Notice, then you shall be referred to in this Agreement as either a “Retailer Consumer”, a “Direct Market Consumer” or a “MSSL Consumer”, depending on your application for contestability you have submitted to Us. This Agreement shall take effect on such date stipulated in our notice to you informing you that We have opened an MSS Account for your requested Premises.

5 Payment Security

- 5.1 If you are or wish to become a Direct Market Consumer, a MSSL Consumer or a Retailer Consumer under the split billing arrangement, you are required to provide and maintain payment security (which will be calculated in accordance with the relevant provisions of the Market Support Services Code), failing which, We may refuse to provide you with, or may discontinue the provision of, Services under this Agreement. Subject to the provisions of the Market Support Services Code, such payment security may be applied by Us in or towards payment of any amount which is due and payable to Us.
- 5.2 If:

- (a) you were already receiving a supply of electricity at your Premises prior to receiving the Contestability Notice, you shall submit to Us payment security of an amount which shall be notified to you. You may transfer your current payment security for electricity consumption in our possession and top up any shortfall;
 - (b) you, as a non-residential consumer, were not already receiving a supply of electricity at your Premises before receiving the Contestability Notice, you shall provide Us with the relevant payment security before We begin supplying you with any Services. The relevant payment security for residential Contestable Consumers will be billed in your first invoice.
 - (c) without prejudice to (a) and (b) above, at any time you become a Retailer Consumer under split billing arrangement, a Direct Market Consumer or a MSSL Consumer, you shall provide Us with the amount of payment security we require within 7 calendar days from the date of our notification.
- 5.3 From time to time, We will review the amount of your payment security and may require you to increase it in accordance with the relevant provisions of the Market Support Services Code. If We notify you of such an increase in payment security, you shall provide new or additional payment security within 7 calendar days of our notification.
- 5.4 We will accept any of the following in a form acceptable to Us, or any combination thereof, as payment security:
- (a) a banker's guarantee
 - (b) an irrevocable letter of credit;
 - (c) a cash deposit; or
 - (d) such other legal forms of security which, in our discretion, We deem appropriate.

We are entitled to retain any interest earned on a cash deposit.

6 Services Provided to All Contestable Consumers

- 6.1 We, as the MSSL, shall provide to you and your Premises all applicable Market Support Services as stipulated in the Market Support Services Code, which includes but are not limited to:
- 6.1.1 consumer registration and transfer services: We open the account in respect of your Premises and record the particular electricity purchase arrangement you have selected.
 - 6.1.2 temporary discontinuance of your electricity supply or account closure: We can arrange for your supply of electricity to be temporarily discontinued or for your account to be closed. Temporary discontinuance of electricity supply is not applicable for residential consumers.
 - 6.1.3 information about your MSS Account: We can provide you with historical information concerning your MSS Account. The type of information available is as set out in the Market Support Services Code.
 - 6.1.4 metering services: We read your meter and use this information to produce data from which electricity charges are calculated.

- 6.1.5 facilitation of access by you to the Wholesale Electricity Market through Us (“Indirect Access”).
- 6.2 In accordance with the Market Support Services Code, a service transaction request will need to be submitted to Us each time you wish to (a) change your electricity purchase arrangement, (b) temporarily discontinue your electricity supply or close your account (see clause 6.1.2) or (c) obtain information about your MSS Account (see clause 6.1.3). You acknowledge this service transaction request may be submitted by other persons on your behalf. We will process each service transaction request received from you or such other person in accordance with the Market Support Services Code.
- 6.3 Notwithstanding any change in your electricity purchase arrangement made under this Agreement, you shall remain subject to and liable for all obligations and liabilities which were incurred by you under this Agreement prior to such change, regardless of the date on which any claim relating thereto may be made, subject only to the provisions of the Limitation Act (Cap. 163).
- 6.4 If you are a Retailer Consumer and We notify you that your Retailer is unable or loses the right to retail electricity to you in accordance with any Applicable Law, you will be transferred to buy electricity from Us under the following arrangement from the date stated in such notification unless We receive a valid service transaction request from you to be transferred to an alternative supply arrangement:
- 6.4.1 in the case if you are eligible to apply to cease your classification as a Contestable Consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by Us for Non-Contestable Consumers; and
- 6.4.2 in the case if you do not fall within clause 6.4.1 above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through Us as a MSSL Consumer.

7 Conditions to be satisfied before Turn-On or Consumption

- 7.1 This clause 7 will only apply to you if you were not receiving a supply of electricity at your Premises prior to receiving the Contestability Notice. You agree that you shall not allow Turn-On to be effected or, if it has already been effected on or prior to the date on which this Agreement takes effect, you agree that you shall not consume any electricity, until:
- 7.1.1 your MSS Account has been opened;
- 7.1.2 your electrical installation has been inspected and certified fit by a licensed electrical worker of appropriate class; and where the installation is exempted from an electrical installation license under Section 71 of the Electricity Act, it shall be checked by Us;
- 7.1.2 all necessary Meter Installations have been installed, comply with the requirements of the Metering Code and are functioning properly;
- 7.1.3 an initial meter reading has been taken which is satisfactory to Us;
- 7.1.4 you have satisfied all conditions required by SP PowerAssets or your Retailer to be satisfied prior to Turn-On being effected; and
- 7.1.5 where applicable, you have provided the required payment security to us.
- 7.2 We shall:

- 7.2.1 have no obligation or responsibility to ensure that Turn-On is effected or that it is effected in accordance with your requirements as to date and time; and
- 7.2.2 without prejudice to the generality of clause 10 of this Agreement, not be liable for any losses, liabilities, costs or expenses arising as a result of any delay or failure in effecting Turn-On or from the manner in which it occurs.

8 Paying Bills

- 8.1 You accept that our charges for providing the Services as set out at www.openelectricitymarket.sg are regulated by the EMA in accordance with the Market Support Services Code and may vary from time to time. You accept our bills for providing the Services as conclusive and binding for all purposes but nothing herein shall preclude Us from correcting any error or omission made in a bill from time to time.
- 8.2 Our charges will be set out in a bill and sent to you in the following manner:
- 8.2.1 if you are a Retailer Consumer under the consolidated billing arrangement, our bill will be sent to your Retailer;
- 8.2.2 if you are a Retailer Consumer but We have issued a notice (which We have not subsequently revoked) informing you that We are required under any Applicable Law or direction from EMA to send our bill directly to you, our bill will be sent to you; and
- 8.2.3 if you are a Retailer Consumer under the split billing arrangement or a MSSL Consumer or a Direct Market Consumer, our bill will be sent to you.
- 8.3 You shall pay every bill sent by Us on or before the due date shown on the bill. Unless otherwise indicated on the bill, the due date is fourteen calendar days from the date of the bill. Post-dated cheques are not acceptable and will be returned. If by the payment due date of any bill the entire outstanding balance stated therein is not paid in full, a late payment charge (“LPC”) at 1% will be imposed on the outstanding balance. The LPC will be compounded monthly until the entire outstanding amount (including the LPC) is paid.
- 8.4 All payments under this Agreement shall be made:
- (a) in immediately available and freely transferable funds to such account of ours and with such bank as We may designate from time to time for such purpose;
- (b) without deduction, set off or deferment in respect of sums which are the subject of any disputes or claims whatsoever save for sums which are the subject of a final award or judgement (after exhaustion of appeals if this option is taken) or which by agreement between the Parties may be so deducted or set off; and
- (c) together with any taxes payable in respect thereof.
- 8.5 Payment for each bill shall be made on or before its due date during the continuance of any dispute resolution process under this Agreement. Upon resolution of any dispute in relation to a bill or bills in accordance with this Agreement, any amount which you may have overpaid or underpaid will be credited (with interest at a rate equal to the Prescribed Rate, which shall accrue daily on the amount overpaid on and from the date of payment to the date of refund, if it is determined that We were at fault) or debited (as the case may be) to a bill to be issued to you in accordance with the Market Support Services Code.

9 Meters and Meter Reading

- 9.1 You must notify SP PowerAssets and Us immediately upon discovering that your Meter Installation has been damaged or tampered with. In the event metering data is not available or in the circumstances permitted under the Metering Code, We reserve the right to estimate the amount of electricity usage during the relevant period.
- 9.2 The Meter Installation shall be read at our scheduled frequency on Business Days and We reserve the right to change such frequency from time to time and to make unscheduled readings in the circumstances permitted under the Metering Code. There shall be a charge per additional instance of meter reading requested by you.
- 9.3 If you are not using Advanced Metering Infrastructure (“**AMI**”) meters and wish to temporarily cease the supply of electricity under this Agreement for any period of time for whatever reason, which cessation does not involve the services of SP PowerAssets, please inform Us with at least 2 Business Days’ notice, failing which you may be liable for estimated consumption during such periods of absent meter recording. If the cessation requires the involvement of SP PowerAssets, you or your Retailer on your behalf shall first make an application to SP PowerAssets for such cessation. After the confirmation and acceptance of your application by SP PowerAssets, We shall on your behalf submit a request for the temporary disconnection in accordance with the Market Support Services Code. If you are using AMI meters and wish to temporarily cease the supply of electricity under this Agreement for any period of time for whatever reason, whether or not such cessation involves the services of SP PowerAssets, please inform Us with at least seven business days’ notice, failing which you may be liable for estimated consumption during such periods of absent meter recording. This is not applicable to residential consumers.
- 9.4 If you are not using AMI meters, you are required to have a functioning telephone line for the purpose of reading the meters remotely and you shall be responsible for maintaining the telephone line at your own cost. Such telephone line may, at your discretion, be an existing line or a new line. The telephone line may be shared for other usage but must be available for Us to read the meters remotely without interference.
- 9.5 You are required to provide access and permission for the carrying out of installation of communications equipment to enable the AMI meters to communicate effectively. Such installation may include drilling/installation of cable trunking and installation of external antennas. Failure to provide such access and permission will invalidate your application hereunder.
- 9.6 If the meters cannot for any reason be read remotely, We shall conduct a manual reading on site at your cost. You may also be liable for manual reading costs in the event that you turn off or shut down the miniature circuit breaker without an approved application therefor which necessitates the manual reading on site. There will be no cost for conducting a manual reading for Premises with AMI meters.
- 9.7 You shall provide Us access to your property upon written or verbal notice or upon identification by our staff to you to enable Us to read, maintain, replace or examine your meters. You shall ensure that the doors of centralised meter rooms, meter compartments, meter risers and/or meter kiosks are fitted with master series locksets approved by SP PowerAssets.

10 Liability

- 10.1 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 12 months of charges for the Services paid to the Market Support Services Licensee 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 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 this Agreement, whether such liability arises in contract, tort, breach of statutory duty or otherwise.

- 10.2 Each Party shall have a duty to mitigate its losses, liabilities or damages arising out of or in connection with this Agreement.
- 10.3 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 Market Company in accordance with (where applicable) the Electricity Act or the Market Rules; or
 - (b) its obligations under the Market Rules or an applicable code of practice;
- shall be deemed not to constitute wilful misconduct, negligence nor a breach of this Agreement.
- 10.4 Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury caused by that Party's negligence or wilful misconduct.
- 10.5 Nothing in clause 10.1 shall be construed as limiting the liability of a Party in respect of a breach of that Party of the confidentiality obligations in this Agreement.
- 10.6 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.
- 10.7 The Parties further agree as follows:
- (a) Each of the clauses 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 parts of such clause and the remainder of this Agreement shall remain in full force and effect and shall continue to bind the Parties;
 - (b) Clause 10 shall survive termination of this Agreement; and
 - (c) If you are a Retailer Consumer or Direct Market Consumer, you agree that We, our related entities, and our or our related entities' officers, employees, advisors, representatives and agents shall not be responsible or liable for any loss, damage, claim, compensation, expense or cost whatsoever which you or any of your related entities, or your or your related entities' officers, employees, advisors, representatives and agents, may suffer, incur, sustain or be subject to (whether directly or indirectly or consequentially) arising out of, in connection with or in relation to any act and/or omission of any Retailer and/or any participant of the Wholesale Electricity Market.

11 Events outside our control

- 11.1 If We are unable to perform any obligation under this Agreement because of an event beyond our control, We will not be required to perform the obligation until that event has ceased.

12 **Discontinuance of Supply and Account Closure**

- 12.1 We reserve the right to procure the discontinuance of the Services (including Indirect Access) where (i) subject to the provisions of the Market Support Services Code, your payment is overdue to Us after a period of 29 calendar days if you are a residential consumer or 16 calendar days if you are a non-residential consumer has elapsed from the date the settlement payment is due; (ii) you fail to comply with our requirements in respect of payment security within the relevant time; (iii) you breach a material provision of this Agreement (other than any provision in respect of payment for services or payment security); (iv) any legal approval, licence, permit or authorisation necessary to enable you to carry on your principal business or activities is suspended, revoked or otherwise ceases to be in full force and effect; (v) it becomes, or you claim that it has become, unlawful for you to comply with your obligations under this Agreement or you cease to carry on your principal business or a substantial part of it; (vi) an Insolvency Event (as defined in clause 12.7) occurs; or (vii) permitted or required under any Applicable Laws.
- 12.2 Where Indirect Access has been discontinued pursuant to clause 12.1, you shall:
- 12.2.1 remain liable for all charges for the Services which have accrued up to and including the date of discontinuance and which have not been paid; and
- 12.2.2 be liable for all losses, costs, charges and expenses associated with such discontinuance, which shall be payable by you upon our demand.
- 12.3 If within 30 days of your Indirect Access being discontinued pursuant to clause 12.1:
- (a) the event which caused or resulted in the discontinuance is remedied;
- (b) you have paid our reasonable expenses in discontinuing and resuming such Indirect Access; and
- (c) you have provided any additional payment security We may require,
- We shall arrange for the Indirect Access to your Premises to be resumed and shall resume the Services which We were providing to you at the time of the discontinuance.
- 12.4 We shall have no obligation or responsibility to ensure that the supply of electricity to your Premises is resumed or that it is resumed by a particular date or time, and, without prejudice to the generality of clause 10 of this Agreement, we shall not be liable for any losses, liabilities, costs or expenses arising as a result of any delay or failure in resuming such supply or from the manner in which it occurs.
- 12.5 You or any person authorised by you shall give Us at least 7 Business Days' notice if you wish to close your MSS Account, in which case you shall provide Us with details of your new address (if any) or a forwarding address. We shall close your MSS Account if We have procured the discontinuance of the Indirect Access to you under clause 12.1 and you do not satisfy the requirements of clause 12.3. We shall cease the provision of all Services in respect of your Premises upon account closure. You shall indemnify, defend and hold harmless SP Services Limited and all companies owned directly or indirectly by Singapore Power Limited, their respective officers, directors, employees, agents, personnel, consultants, professional advisors and other representatives ("the **Indemnified**") against any and all claims (including from Retailers or other third parties), demands, proceedings, actions, liabilities (including civil and criminal liability), injuries, damages (compensatory, punitive or otherwise), losses (direct, indirect, consequential, incidental, special or otherwise), fines and penalties (statutorily imposed or otherwise), costs and expenses (including legal costs on an indemnity basis), interest and any other form of economic loss (including loss of goodwill, reputation, profits, business or turnover) that the Indemnified

may suffer, incur, sustain or be subject to, arising out of, in connection with or in relation to the closure of your MSS Account, discontinuance of Indirect Access and/or discontinuance of Services pursuant to your instructions or in accordance with Clause 12.1.

- 12.6 We reserve the right to include in any bill sent to you in respect of the Premises any outstanding debt owing by you in respect of any other premises and to apply your payment security provided under this Agreement in or towards payment of such outstanding debt.
- 12.7 For the purpose of clause 12.1, an insolvency event shall occur when (i) you enter into or take any action to enter into any arrangement, composition or compromise with, or an assignment for the benefit of, all or any class of your creditors or members or a moratorium involving any of them; (ii) you are or claim that you are unable to pay from your own money your debts when they fall due for payment; (iii) a receiver, manager, judicial manager or person having a similar or analogous function is appointed in respect of any of your property; (iv) an administrator, liquidator, trustee in bankruptcy or person having a similar or analogous function is appointed in respect of you or any action is taken to do so; (v) you are wound up or dissolved or an application is made for your winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for your winding up or dissolution; except as part of a bona fide corporate reorganisation; or (vi) you are taken to be insolvent or unable to pay your debts under any relevant law (each an “**Insolvency Event**”).

13 General

- 13.1 All communications (except general enquiries and during an emergency) shall be sent by each Party under this Agreement to the other Party at the last known address by fax, post or hand. General enquiries may and communications during an emergency shall be communicated by telephone. Our contact details are provided in our website at www.openelectricitymarket.sg. Any such notice shall be deemed to be duly served (if given by facsimile) immediately, or (if given by courier or personally delivered) at the time of delivery, or (if given by post) twenty-four hours 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. If you are a Direct Market Consumer, you will be an EBT System Participant and you shall communicate to Us via the retail electronic business transaction system in accordance with the Market Support Services Code.
- 13.2 We may, subject to the approval of the EMA, at any time without notice to you suspend, withdraw or terminate our Services provided to you or modify these terms and conditions. We shall publish and notify consumers of all terms and conditions so modified and such modified terms and conditions shall take effect at such time as may be approved by EMA.
- 13.3 This Agreement shall remain in full force and effect until such time as (a) the MSS Account for your Premises has been closed pursuant to the terms of this Agreement and (b) each of the Parties to this Agreement has fully discharged all of its obligations and liabilities incurred hereunder. We may use any legal measures to recover monies that you owe to Us.
- 13.4 If any term of this Agreement is held to be unenforceable for any reason, the remaining terms will be unaffected and will remain in force.
- 13.5 You are not entitled to assign or transfer this Agreement to another person without our prior written consent.
- 13.6 This Agreement shall enure to the benefit of, and be binding on, your heirs, administrators, executors, successors and permitted assigns.

- 13.7 If you breach this Agreement, any delay or omission on our part in exercising any right, power, privilege or remedy under this Agreement or under any Applicable Law shall not impair such right, power, privilege or remedy or be interpreted as a waiver thereof.
- 13.8 Any waiver of our rights, powers, privileges or remedies under this Agreement or under any Applicable Law will only be effective if We notify you of such waiver in writing.
- 13.9 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.

14 Dispute Resolution

- 14.1 In the event that you have any dispute regarding any of the Services and/or any dispute regarding the existence, validity or termination of this Agreement, such dispute shall be decided as follows:
- (a) You shall notify Us in writing not later than 14 Business Days from the date of such incident or event that caused such dispute. Subject to the completion of an investigation into the said dispute, We will provide you with a written reply no later than 7 Business Days after the receipt of your written notice. In the event the investigation of the said dispute cannot be completed within the aforesaid timeframe, We will inform you of the same.
 - (b) If you are dissatisfied with our written reply, you may, not later than 7 Business Days after receipt thereof, request for a meeting with Us and We will endeavour to provide you a written reply of our decision within 7 Business Days after the said meeting.
 - (c) If you are dissatisfied with the decision made by Us pursuant to clause 14.1(b), you shall choose to submit the dispute to either:
 - (i) arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this clause. The arbitration proceedings shall be governed by Singapore law. The seat and venue of the arbitration shall be Singapore. The arbitration shall be conducted in the English language. The arbitral tribunal shall consist of one arbitrator to be agreed upon by the Parties. In the event that the Parties are unable to reach such agreement within fourteen (14) days of a request by one Party to the other Party to agree to the appointment of a named arbitrator, the arbitral tribunal shall consist of three (3) arbitrators, one to be appointed by each of the Parties and the third to be mutually selected by the two arbitrators appointed by the Parties; or
 - (ii) mediation at the Singapore Mediation Centre (“SMC”) in accordance with SMC’s Mediation Procedure for the time being in force or the Consumers Association of Singapore (“CASE”) Mediation Center in accordance with CASE’s Mediation Procedure for the time being in force. Unless otherwise agreed by the Parties, there shall be one (1) mediator who will be appointed by SMC or CASE (as applicable). The mediation shall be governed by Singapore law and shall take place in Singapore in the English language.
- 14.2 You shall not commence any arbitration or mediation (as applicable) unless you have referred the dispute to Us first in accordance with the clauses 14.1(a) and 14.1(b). For the avoidance of doubt, clauses 14.1(a) and 14.1(b) shall not apply to Us if We, in our absolute discretion, decide to commence any action (whether through arbitration, mediation or otherwise) in respect of any dispute.

15 *Personal Data Protection*

- 15.1 You agree that We shall be entitled to collect, use and disclose to any person or organisation any particulars relating to your personal data (including your MSS Account information) for the purposes of (i) our provision of services including any debt collection or recovery; (ii) our compliance with legal and business requirements; and (iii) marketing or promoting other services and products offered by Us, our related entities, partners or affiliates from time to time, unless you inform Us otherwise.
- 15.2 Neither We, our related entities, our or our related entities' officers, employees, advisors, representatives or agents shall be responsible for and/or liable for any loss, damage, claim, compensation, expense or cost whatsoever which you or any of your related entities, your or your related entities' officers, employees, advisors, representatives and agents, may suffer, incur, sustain or be subject to (whether directly, indirectly or consequentially) arising out of or in connection with any collection, use or disclosure of any information to which you have consented or is otherwise permitted under Applicable Laws.

APPENDIX 1

DEFINITIONS

AND

INTERPRETATION

1.1 In this Agreement unless the context requires the following terms shall have the following meanings:

Agreement	this Agreement and its Appendices
Applicable Laws	the Electricity Act, our electricity licence, the Electricity Regulations, the Market Rules, the Codes and any other applicable laws, regulations or codes, and "Applicable Law" shall mean any of them
Business Days	where expressed by reference to a person in Singapore, any day other than a Saturday, Sunday or a day on which banks are authorised or required to be closed in Singapore
Codes	the Market Support Services Code, the Metering Code and the Transmission Code, as well as any other code of practice issued by the EMA with which you are obliged to comply
Contestable Consumer	a consumer who is, in accordance with the Electricity Act, eligible to purchase electricity: (a) from a Retailer; (b) directly from any Wholesale Electricity Market; or (c) indirectly from any Wholesale Electricity Market through Us.
Direct Market Consumer	a Contestable Consumer who purchases electricity directly from the Wholesale Electricity Market
EBT System Participant	a person required to interface with Us through the retail electronic business transaction system
Electricity Act	Electricity Act (CAP 89A)
Electricity Regulations	any regulations made under section 103 of the Electricity Act
Indirect Access	has the same meaning as set out in clause 6.1.5 of this Agreement
Market Company	the company referred to in the Electricity Act as the "Market Company" which holds an electricity licence authorising it to operate any wholesale electricity market
Market Rules	the rules issued by the EMA governing, among other things, the Wholesale Electricity Market and the operation of the electricity system
Market Support Services	shall have the same meaning as defined under the Electricity Act (Cap 89A), as amended from time to time

Market Support Services Code	the code entitled as such issued by the EMA under the Electricity Act
Metering Code	the code entitled as such issued by the EMA under the Electricity Act
Meter Installation	an electricity meter and, if so equipped, the self contained meter transformers, wiring, test links, fuses, lamps, data recorders, miniature circuit breakers and communication modem required to provide remote access to the metered data
MSS Account	an account opened by Us for a Contestable Consumer
MSSL Consumer	a Contestable Consumer who purchases electricity indirectly from the Wholesale Electricity Market through Us
Premises	premises which are the subject of this Agreement
Prescribed Rate	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 EMA may specify in writing from time to time) as being the respective 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; premises which are the subject of this Agreement
PSO	Power System Operator
Retailer Consumer	a Contestable Consumer who purchases electricity from a Retailer
Retailer	a person who is authorised by an electricity license to retail electricity to a Contestable Consumer
Services	the services listed in clause 6.1 of this Agreement (including Indirect Access) that are provided by Us to a Contestable Consumer
SP PowerAssets	this means SP PowerAssets Limited (formerly known as PowerGrid)
Transmission Code	the code entitled as such issued by the EMA under the Electricity Act
Turn-On	as defined in the Transmission Code: the closing of an incoming electrical switch controlled by the connected person, to allow flow of electricity to or from the relevant installation
Wholesale Electricity Market	the electricity market established by the Market Rules for the trading of electricity, ancillary services or any other electricity related products or services

We and Us

SP Services Limited, including our successors and assigns

- 1.2 A reference in this Agreement to the Electricity Act or the Electricity Regulations includes all statutes or regulations varying, consolidating, re-enacting, extending or replacing it or them.
- 1.3 A reference in this Agreement to a document or provision of a document includes a modification or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto.
- 1.4 A reference in this Agreement to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties.