Senoko energy for life

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STANDARD TERMS AND CONDITIONS (RESIDENTIAL)

Unless otherwise defined in the Standard Terms and Conditions below, capitalised words used hereof shall have the meanings set out in your Product Terms from Senoko Energy Supply Pte Ltd (the "**Senoko Energy**"). Prices reflected in this document is inclusive of GST, unless otherwise stated.

The plan is only offered to you as you are residing in residential properties such as HDB, Condominium, Private Apartment and Landed, and have subscribed for electricity consumption for your own personal household use.

1. SUPPLY OF ELECTRICITY

1.1. Senoko Energy shall, subject to the terms and conditions in this Agreement, supply electricity to your Premise(s) as set out in the Product Terms for the Contract Period commencing from the Contract Start Date and ending on the Contract End Date.
1.2. You shall be responsible for the connection of the Premise(s) to the electricity transmission and distribution system and to ensure that electricity can be transmitted to the Premise(s).
1.3. U-Save rebates is part of the GST Voucher scheme introduced by the Singapore Government for eligible residential consumers to offset their electricity bills. The U-Save rebates will be utilised to offset unpaid electricity charges that are billed by Senoko Energy.
1.4. Senoko Energy shall invoice you solely based on consumption data provided by the Market Support Services Licensee ("MSSL"), and such consumption data shall be without any adjustment for transmission losses except where you are buying electricity from any wholesale electricity market at the prevailing market prices through Senoko Energy. Where you are invoiced based on the estimated amount of electricity consumed by you, such estimate shall be based solely on consumption data provided by the MSSL (and not on estimate determined by Senoko Energy or other person). The estimated amount will clearly be indicated as such.
1.5. Senoko Energy shall notify you of: (1) the supply effective date for successful transfers; and (2) the next possible supply effective date (if any) for unsuccessful transfers within 2 Business days from being notified by the MSSL.

2. TERMS OF PAYMENT

2.1. The electricity charges set out in the invoice issued by Senoko Energy shall be final, binding and conclusive evidence of the amount payable by you and you shall pay Senoko Energy the electricity charges invoiced by Senoko Energy for the electricity supplied to you during the Contract Period.
2.2. You shall pay Senoko Energy for the electricity charges using your selected Payment Mode (as described in Senoko Energy's Product Terms) within 14 days of the issuance of invoice. Post-dated cheques are not acceptable and although they are rejected, they shall not be returned. You shall make payment for the electricity charges in full, notwithstanding any dispute with Senoko Energy. Upon resolution of such dispute, any amount which you may have overpaid or underpaid (as determined by such resolution) will be credited or debited, as the case may be, by a credit or debit note to be issued by Senoko Energy to you.
2.3. If payment is not received by the due date, an additional late payment interest at the higher of either S$0.50 or 1% per month shall be charged on all outstanding payments, calculated on a daily basis on the amount unpaid shall be levied from (and including) the due date (set out in the invoice) to the date of actual payment. Senoko Energy shall be entitled to recover all the costs and expenses, including without limitation legal costs (on a full indemnity basis) incurred in recovering such payment.
2.4. Overcharging or undercharging will be addressed by the next invoice cycle when such incident is brought to Senoko Energy's attention or upon Senoko Energy's discovery of such occurrence. The treatment of over-charging or under-charging will be reflected in the following month's invoice.
2.5. All rebates, promotions, or discounts, as termed by Senoko Energy, will expire at Contract End Date and cannot be transferred, exchanged for or converted to cash.
2.6. If paper invoice is required, a "Paper Charge" of S$1.635 per bill will be levied. This will appear as a separate charge line in your monthly invoice.
2.7. Unless an amendment is required for compliance with the relevant legislation or the Code of Conduct, any changes to the pricing and payment provisions and/or the terms of this contract shall require the mutual consent of Senoko Energy and you
2.8. The "Refer and Earn" programme only applies to referrers and customers subscribing to electricity for their personal household use in residential properties such as HDB, Condominium, Private Apartment and Landed.

3. SECURITY DEPOSIT ("SECURITY")

3.1. Subject to Senoko Energy's discretion and review, Security is waived for residential consumers. Senoko Energy shall collect Security from you if you have any payment default. Senoko Energy shall make the final decision and inform you via the Notice of Security Deposit if you need to pay security deposit. Non-payment of security deposit within the stipulated time-frame constitute a material breach.

3.2. Senoko Energy may utilise the whole or part of such Security at any time in payment of any sum due to Senoko Energy from you. In the event that the Security or part thereof has been used to pay any sum due to Senoko Energy, you shall, upon notification by Senoko Energy via a Notice of Security Deposit, top-up or provide additional Security within ten (10) Business days from the notification by bill payment date. Additionally, Senoko Energy shall notify you at least ten (10) Business Days in writing of any increase in Security, based on the following criteria:

i. Increment in monthly bill in which the total amount increases 20% or more due to:

<u>either</u>

I. Your consumption; or

II. The increase in electricity rate;

<u>or</u>

I. Your consumption; and

II. The increase in electricity rate;

ii. Late payment (i.e., payment is not received by the Due Date) exceeds three (3) times in one (1) year; or

iii. A decline in your credit rating due to a report from any credit rating agencies or any negative news from any *Official News Sources that impacts your credit performance.

3.3. You shall provide a fresh or additional Security within ten (10) Business Days upon notification, if one criterion of clause 3.2 or more criteria occurs, based on the following formula:

Total Security to be collected from the Consumer =
1.5 months of your monthly consumption and rounded up to the nearest hundred Singapore Dollars

The Security top-up required =
Total Security to be collected from the Consumer − *Initial Security Required by Senoko Energy

3.4. No interest shall be payable for Security provided in the form of a cash deposit.

3.5. If you need to pay Security and the Security is not received from you within the time period as stated in the Notice of Security Deposit, Senoko Energy shall terminate this Agreement pursuant to clause 6.1 and Senoko Energy shall transfer your electricity account to MSSL (as defined hereunder) at your sole costs and expense.

4. EXCLUSION OF LIABILITY

4.1. You acknowledge that Senoko Energy does not have any control or influence over the generation, transmission or distribution of electricity and that SP PowerGrid Ltd, the Transmission Licensee (**"TL"**), is responsible for the physical delivery and quality of electricity. Senoko Energy makes no representation or warranty whatsoever concerning any electricity supplied to the Premises (whether as to its quantity, quality, stability, reliability or voltage of any supply). Senoko Energy shall therefore have no liability with respect to any loss, damage, cost or expense which you may incur in connection with the supply or non-supply of electricity howsoever caused.

4.2. To the extent permitted by Applicable Law, and where Senoko Energy has not excluded liability to you under or in connection with this Agreement, Senoko Energy's total liability to you, whether arising in contract, tort, breach of statutory duty or otherwise, shall not exceed six (6) months of your average monthly bill.

5. TERMINATION

5.1. Senoko Energy may terminate this Agreement within 10 Business days upon written notification to you, in any of the following events:

a) You fail to pay the charges within the period stated in clause 2.3;

b) You fail to provide, maintain or top-up the Security as required under this Agreement;

c) Breach of your representations or warranties under this Agreement;

d) You breach your obligations (other than payment obligations and Security obligations) under this Agreement and fail to remedy such breach within 10 calendar days from the issuance of a notice of such breach by Senoko Energy;

e) If you fail to obtain all necessary approvals and licences for the purchase and use of electricity, including without limitation the electrical installation licence;

f) You are insolvent or bankrupt (or suffer an event similar or analogous to any of the aforesaid;

g) Senoko Energy has suffered a RoLR Event;

h) You are deceased; or

i) You choose to terminate this Agreement without cause before the Contract End Date (for the avoidance of doubt, this shall include the situation where you terminate this Agreement before the commencement of supply of electricity).

You shall be deemed to have given your consent to Senoko Energy to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.

5.2. With the exception of clause 5.1(g), in the event of termination of this Agreement by Senoko Energy for any reason stated in clause 5.1 above, you shall compensate Senoko Energy for all costs and expenses to be incurred by Senoko Energy in connection with such termination. The early termination charges will be computed as follows:

TERMINATED WITHIN THE:	1ST SIX MONTHS	1ST YEAR	2ND YEAR	3RD YEAR
In a 36 months contract	**S$872.00**	**S$872.00**	**S$545.00**	**S$327.00**
In a 24 months contract	**S$545.00**	**S$545.00**	**S$327.00**	**Not Applicable**
In a 12 months contract	**S$327.00**	**S$327.00**	**Not Applicable**	**Not Applicable**
In a 6 months contract	**S$163.50**	**Not Applicable**	**Not Applicable**	**Not Applicable**

5.3. In the event that you are an expatriate who has been assigned/seconded to Singapore for work (and you are not an expatriate who is a permanent resident in Singapore), and you are given notice by your employer that you will be expatriated from the Republic of Singapore permanently or if for any cause whatsoever you are ordered to leave the Republic of Singapore permanently ("Expatriation"), you can terminate this Agreement by giving Senoko 30 days' written notice of termination on the ground of Expatriation and provide Senoko with documentary evidence of the Expatriation. If the cessation date of this Agreement is within the last six (6) months of the Agreement for a 24/36 months contract (or within the last three (3) months of the Agreement for a 12-month contract), the Early Termination Charge shall be waived. In the event that this agreement is renewed for a further 12/24/36 months, the Early Termination Charge may be waived in the event of a termination during the renewed term provided that at least 30 days' termination notice is given in writing to Senoko on the ground of Expatriation. For the avoidance of doubt, the 30 days' notice will commence from the date that Senoko receives the documentary evidence and the notice.

5.4. Upon the termination of this Agreement, Senoko Energy will: -

a) If you have paid Security to Senoko Energy, we shall return the Security to you within one (1) month from the settlement of the last electricity invoice provided there are no outstanding obligations or liabilities due to Senoko Energy ("Consumer's Outstandings"); or

b) If there are Consumer's Outstandings, the Security is used to set-off against the Consumer's Outstandings. If the Security is in excess of the Consumer's Outstandings, Senoko Energy shall return the excess value of the Security to you within one (1) month from the settlement of the last electricity invoice. If the Security is insufficient, the Security will be fully utilised to set-off against the Consumer's Outstandings and the unrealised Consumer's Outstandings shall constitute a debt due and owing to Senoko Energy immediately.

5.5. In a Retailer of Last Resort ("RoLR") event, unless you contract with and is successfully transferred to another retailer or Market Support Services Licensee (MSSL) prior to the Default Supply Effective Date:

a) You shall be deemed to have agreed to purchase electricity from the applicable MSSL under the Default Supply Agreement with effect on and from the Default Supply Effective Date; and

b) In the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumer) Regulations, you shall be deemed to have given your consent to Senoko Energy to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.

The affected Consumer shall be notified within 1 Business day from RoLR event via the Retailer's website, short message service or text message, electronic mail or other equivalent method.

5.6. Upon termination, you may be transferred to the MSSL under the Default Supply Arrangement, including but not limited to the following situations: where you have not elected to renew the contract or you fail to notify us of your subsequent retailer within the stipulated time-frame.

5.7. Upon the expiry or termination of the contract, Senoko Energy shall issue to you the final invoice within 10 Business days from the date Senoko Energy receives the relevant invoice from the Market Support Services Licensee. If for any reason Senoko Energy's final invoice cannot be issued within such period, Senoko Energy shall within that same period notify you of the expected date of issuance of the final invoice. Such notification by Senoko Energy may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).

6. REPRESENTATIONS AND WARRANTIES

6.1. You represent and warrant as follows:
   a) You are entitled to lawfully purchase and use electricity from Senoko Energy during the term of this Agreement;
   b) You have the full power and authority to enter into and perform this Agreement and the person(s) signing this Agreement and all documents in connection with this Agreement has/have been duly authorised to sign this Agreement and has the full power to bind your residence/household;
   c) You permit Senoko Energy to notify MSSL of any change to its purchasing arrangements, including any transfer, assignment, expiry or termination of this Agreement.

6.2. You shall indemnify Senoko Energy from all claims, losses or liabilities incurred as a result of your negligence, willful misconduct or a breach of the representations and warranties made under clause 6.1.

7. GENERAL

7.1. You shall not assign or transfer the rights or obligation of this Agreement to any third party without Senoko Energy's prior written consent.

7.2. No terms of this Agreement are enforceable by a person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act.

7.3. Your acceptance of Senoko Energy's offer including but not limited to the Fact Sheet, Product Terms, Consumer Advisory, and this Standard Terms and Conditions may be received by either facsimile, duly recorded conversation and consent over telecommunication, online transaction by clicking "submit" or other similar means, or a scanned copy of such acceptance may be provided by email which shall be treated as valid and effective notwithstanding that the original copy of your acceptance is not received by Senoko Energy.

7.4. This Agreement shall be governed by and construed in accordance with the laws of Singapore and both parties agree to submit to the exclusive jurisdiction of the Singapore courts.

7.5. You hereby agree to keep the Confidential Information secret and, safe for Permitted Disclosures, you shall not disclose the same to any third party. This clause shall survive the termination or expiration of this Agreement.

7.6. Unless otherwise specified, all notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and may be delivered personally or sent by prepaid courier or registered post with recorded delivery, electronic mail (email) or by facsimile transmission followed by a copy of such facsimile sent by prepaid registered post or courier. Such notice shall be sent to each Party at its address, email address or facsimile number stated below or to such other address or facsimile number as either Party may from time to time duly notify the other Party in writing.

In the case of Senoko Energy, to:
Address : 31 Senoko Road
Singapore 758103
Facsimile : 6759 6885
Attention : HOD (Commercial), Senoko Energy Supply Pte Ltd
Email : feedback@senokoenergy.com

In your case, to the address, email address or the facsimile number specified in the Product Terms. Any notice, demand or communication required or permitted to be given or made under this Agreement to you may be sent by electronic mail at the address specified in the Product Terms or to such other address that may from time to time duly notify by you in writing.

7.7. Any such notice, demand or communication shall be deemed to have been duly served (if given or made by email or facsimile) immediately or (if delivered personally or by courier) at the time of delivery, or (if given or made by normal post) seven (7) days after posting.

7.8. In the event that there are inconsistencies in the documents forming the Agreement, the documents shall prevail over one another in the following order: The Notice of Security Deposit, these Standard Terms and Conditions, Senoko Energy's Product Terms (which has been accepted by you).

7.9. At least 10 Business days before the expiry of the contract, Senoko Energy shall notify you in writing on the Contract End Date and the proposed pricing for the automatic renewal of the contract. You shall inform Senoko Energy in writing by the specified date whether you elect to proceed with the automatic renewal of this contract based on the proposed pricing or whether you wish to opt out of the automatic renewal scheme. The electricity rate in your automatic renewal contract will be strictly better than the prevailing regulated tariff; the payment provisions in the automatic renewal contract excluding the electricity rate and any one-off pricing rebate, discount or incentive, will be the same or better than those in effect prior to the contract renewal; the term of such contract upon automatic renewal shall be the same as the term of such contract prior to automatic renewal; and where such contract has been automatically renewed, you shall have the express right to, within the first 30 calendar days from the start of the renewed contract term, terminate the renewed contract by giving Senoko Energy at least 30 calendar days' notice, and you by doing so shall not be liable for or subject to any early termination charges or other applicable fees. You have the express right not to proceed with the automatic renewal of your contract. If we do not receive any response from you through the mode of

communication stipulated in the notice within the stipulated timeline indicated in our notice, it shall be deemed that this contract has been automatically renewed.

7.10. You agree that Senoko Energy is entitled to retain, process and disclose personal data and other information related to you, this contract and the supply and consumption of electricity under this contract (1) to the credit bureau and other program partners in connection with processing your application and benefits and for operating this contract and for the abovementioned parties to transfer and disclose information relating to you to Senoko Energy, and (2) to its related companies, program partners, consultants and vendors for the purpose of offering related value-add services to you.

7.11. You permit Senoko Energy to notify the applicable MSSL that you will commence purchasing electricity from Senoko Energy as of the effective date of contract. Senoko Energy is required by the Authority to transfer your contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL to facilitate the implementation of the RoLR Framework.

7.12. Dispute Resolution
You shall contact Senoko Energy to resolve any dispute arising from this contract. Senoko Energy shall use reasonable endeavours to facilitate the resolution of dispute pertaining to services provided by MSSL or TL. If the dispute cannot be resolved within 30 calendar days or when there is a deadlock, Senoko Energy shall commence mediation. If the dispute is not resolved within 30 Business days after the commencement of negotiation, either party may commence arbitration in accordance with clause 7.13. For further details, please refer to Senoko Energy's standard operating procedure on dispute resolution.

7.13. Subject to clause 7.12, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be in English.

7.14. You hereby agree that Senoko Energy, where from time to time, may contact you to solicit feedback on our services for internal coaching purposes.

7.15. Modifications may be made to the Code of Conduct from time to time by the Authority. We will promptly notify you of any modifications that may be made to the Code of Conduct. We are bound by any applicable modification made to this Code of Conduct unless the Authority, when publishing the modification, specifies that this is not to be the case.

8. DEFINITIONS

"Agreement" means the Retailer's proposal when accepted by you, these standard Terms and Conditions and the Notice of Security Deposit as may be amended, modified or supplemented from time to time;

"Applicable Law" means the laws, regulations and codes which may be promulgated from time to time by the government authorities and statutory boards in Singapore, including the Act, the Electricity Regulations, the Market Rules and the Codes, as may be amended from time to time; Applicable Law shall mean any of them;

"Business days" refers to any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore.

"Code of Conduct" means Code of Conduct for Retail Electricity Licensees.

"Codes" means any and all codes of practice from time to time issued by the Energy Market Authority pursuant to the Electricity Act, and includes the Transmission Code, Regulated Supply Service Code, Market Support Services Code, Metering Code and Code of Conduct for Retail Electricity Licensees.

"Confidential Information" shall mean all information and/or documents (regardless of form, format or media) relating to the a Party (**"Disclosing Party"**) and its related to corporations (as defined in the Companies Act, Cap 50 Singapore Statutes) whether disclosed to or obtained (whether directly from the Disclosing Party or from other persons) by the other Party (**"Receiving Party"**) before or after the date hereof, in writing, orally or by any other means and it includes but is not limited to:

a. Any information and/or documents which contains without limitation technical information, operational information, intellectual property (e.g patents and trademarks), administrative information, economic information, marketing information, details of Retailers, consumers, employees, debtors, creditors, officers of the Disclosing Party and its related corporations, planning, trade secrets, research, know-how, business information or financial information of the Disclosing Party and its related corporations;
b. Any discussions and communication between the Parties in relation to this Agreement;
c. The existence and details of this Agreement and arrangements hereunder; and
d. Any information described as proprietary or designed as confidential.

"Consumer Information" means information acquired by Senoko Energy relating to you pursuant to this Agreement;

"Contract Period" refers to the period commencing from the Contract Start Date and ending on the Contract End Date;

"Default Supply Arrangement" means the supply of electricity from the applicable MSSL:

a. In the case of a consumer who is eligible to apply to cease his 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 the applicable MSSL for non-contestable consumers; and
b. In the case of a consumer who does not fall within subsection (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.

"Default Supply Effective Date" is the date on which the MSSL successfully transfers you to a default supply arrangement.
"Initial Security Required by Senoko Energy" means "Security as required in the Agreement".
"Notice of Security Deposit" refers to the notice that states the amount of security deposit that you need to furnish to Senoko Energy within the stipulated deadline.
"Official News Sources" means "news, including but not limited to, Straits Times, Business Times, Reuters, and Bloomberg".
"Permitted Disclosures" means:

a. The disclosures of Confidential Information made by a Party with the expressed approval of the other Party;
b. The disclosures made by a Party relates to Confidential information which has become public knowledge, provided always that such Confidential Information disclosed did not become public knowledge due to a breach of this Agreement by that Party;
c. The disclosures made to a Party's agents, directors, contractors, employees, officers, shareholders, stakeholders and sub-contractors, provided always that such abovementioned recipients observe the same confidentiality obligations as that Party and if there is any breach of confidentiality by such recipient, it shall be deemed as a breach by that Party;
d. The disclosures made by a Party to comply with any directive, code (including without limitation the Codes) guideline, instruction, law, notice, order, rules, regulations, policy and statute issued by any government authority, court or stock exchange, provided always that prior to such disclosure, (i) notice is given to the other Party, (ii) if requested by the other Party, co-operation is given to seek protective order against such disclosure; and (iii) the amount of Confidential Information disclosed shall be up to the level which is necessary for that Party to be in compliance.

"Retailer of Last Resort Event" or "RoLR Event" means an event whereby a Licensee becomes unable or loses the right to retail electricity to you by virtue of one or more of the following events:

i. Revocation by the Authority, or expiry or non-renewal, of the Licensee's electricity licence
ii. Receipt by the Authority of a notification from the Accounting and Corporate Regulatory Authority of the Licensee's application for a voluntary winding-up after the Licensee's receipt of the Authority's approval to cease operations as required in the Act;
iii. An order is made, or resolution is passed for the winding up or liquidation of the Licensee;
iv. Issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Licensee is unable or not allowed to retail electricity;
v. Termination of the Licensee's Market Support Services (Retailer) Agreement by the MSSL; or
vi. Termination of the Licensee's Retailer Use of System Agreement by the Transmission Licensee.

"Third Party Contracts" refer to agreements entered into by Senoko Energy and/or you with any third parties, such as the TL or MSSL, to enable Senoko Energy to supply electricity to you.
"Total Security" means "Initial Security Required by the Retailer and Security top up as required".