


## Fact Sheet for Non-Standard Price Plan

<b>Note:</b> 1) The Energy Market Authority (EMA) requires the electricity retailer to provide you with this Fact Sheet before you enter into an Electricity Supply Contract with the electricity retailer. This Fact Sheet provides you with key information about the contract. 2) The electricity retailer must answer any questions you have about this Fact Sheet. 3) Unless otherwise stated, all fees and charges stated in this Fact Sheet are <u>inclusive</u> of the Goods and Services Tax (GST). If there is any change to the GST rate during the contract duration, the electricity retailer reserves the right to update the applicable fees and charges to be inclusive of the prevailing GST rate.			
<b>A. General Information</b>			
Name of Electricity Retailer:		Fact Sheet Version Date:	8/July/2021
<b>B. Electricity Price Plan Information</b>			
Name of Price Plan:	Get Sunny	Type of Price Plan <i>(see footnote 1):</i>	Non-Standard
<b>This is a <u>Non-Standard</u> Price Plan. The electricity rate to be paid by you is:</b>			
<input checked="" type="checkbox"/> Fixed Price Plan: <u>21.88</u> cents/kWh  <input type="checkbox"/> Discount Off the Regulated Tariff Plan: __% or __ cents/kWh discount			
<b>The electricity retailer must clearly state any incentives (including the terms and conditions) that you will receive if you contract for the electricity price plan (see footnote 2):</b>			
<input checked="" type="checkbox"/> Free gifts, promotions, rewards or services: - At no extra cost, Geneco will retire Renewable Energy Certificates on your behalf and you will receive a softcopy certificate of retirement at the end of each calendar year  <input checked="" type="checkbox"/> Conditional discount: - Enjoy one-time \$50 bill rebate when you sign up before 31 July 2021. Limited to the first 2,500 eligible customers. <a href="#">Terms and conditions</a> apply. - For the full list of promotions, visit <a href="https://www.geneco.sg/residential/promotions/">https://www.geneco.sg/residential/promotions/</a> . Terms and Conditions apply.			
Contract Duration:	18 months		
Automatic Renewal of Contract <i>(see footnote 3):</i>	<input type="checkbox"/> No.  <input checked="" type="checkbox"/> Yes:  - Renewed contract will be a standard 24 months Fixed Plan. No later than 10 business days before the contract expiry, you will be notified on the renewed electricity rate which will be lower than the prevailing regulated tariff. All other applicable charge/fee will be the same.		
Advanced Meter Required <i>(see footnote 4):</i>	No	Direct Billing of Electricity Charges by the Retailer <i>(see footnote 5):</i>	Yes. All customers will receive bills via our e-bill service. Paper bills are not provided.

### C. Additional Fees or Charges For Electricity Services

One-Time Registration Fee:	Nil	Late Payment Charge:	1% interest on outstanding balance from previous month
----------------------------	-----	----------------------	--

Early Termination Fee (see footnote 6):

Dwelling Type	Early Termination Fee (ETF)
HDB 1 or 2 rooms	S\$60
HDB 3, 4 or 5 rooms / HDB Executive	S\$130
Executive Condominium / Condominium / Private Apartment	S\$180
Terrace House/ Semi-Detached House	S\$350
Bungalow	S\$720

- Regardless of the number of months left to the expiry of the contract agreement between the consumer and Geneco, the Early Termination Fee (“ETF”) is a one-time fee corresponding to the consumer’s dwelling type.
- Geneco reserves the right to clawback from the consumer any rebates (exclude U-Save Rebates) awarded to the consumer.
- For a consumer who is relocating, ETF will be charged and incurred under the account for the old residential premise (“Old Contract”) where the contract has been terminated before the contract expiry date. This ETF will be refunded to the consumer upon fulfilment of the following conditions:
  - The consumer successfully signs up for a contract for a new residential premise (“New Contract”) via Geneco’s Website within 6 months from the date of the termination of the Old Contract (“Grace Period”).
  - For the New Contract, the consumer must sign up for a plan available on Geneco’s website which offers a contract duration that minimally fulfils the remaining months in the Old Contract, e.g if the Old Contract has 18 months remaining until the end of the contract term, the contract duration of the New Contract shall be 18 months or longer.
  - The consumer shall email Geneco, informing Geneco of the new account number within (6) months from the successful signing up of the New Contract.

In the event where the consumer fails to meet condition 3a), Geneco shall determine the request for a refund of the ETF on a case-by-case basis subject to the fulfilment of the other conditions mentioned in 3b) and 3c).

Security Deposit (see footnote 7):	<b>Dwelling Type</b>	<b>Security Deposit (SD) Amount</b>	Any Other Fees and Charges (see footnote 8):	<ul style="list-style-type: none"> <li>- Early termination fee will be charged including change of plan</li> <li>- Autopay Deduction Failure Fee: \$2.14</li> <li>- \$10.70 account closure fee charged by SP Services (e.g. change of account holder name, relocation)</li> <li>- \$5.35 processing fee for any subsequent changes to the contract</li> <li>- Any incremental Use of System Charge and Market Development and System Charge implemented by MSSL and approved by EMA after the sign-up date shall be passed on to the consumer at cost (without any mark-up)</li> </ul>
	HDB 1 or 2 rooms	S\$50		
	HDB 3, 4 or 5 rooms / HDB Executive	S\$90		
	Executive Condominium / Condominium / Private Apartment	S\$120		
	Terrace House/ Semi-Detached House	S\$150		
	Bungalow	S\$220		

#### D. Bundled Product or Services (see footnote 9)

There are other products or services bundled with the electricity price plan:

No

If yes, the electricity retailer should specify below what are the bundled products or services. You should discuss the details with the electricity retailer such as the applicable fees and charges as well as the terms and conditions for accepting the bundled products or services:

Nil

#### E. Footnotes

1) Please note the differences between a **Standard Price Plan** and **Non-Standard Price Plan**.

	Standard Price Plan	Non-Standard Price Plan
<b>Electricity Rates</b>	<ul style="list-style-type: none"><li>Inclusive of all applicable charges that vary according to the level of consumption.</li><li>Will not change throughout the contract duration.</li></ul>	<ul style="list-style-type: none"><li>May not be inclusive of all applicable charges that vary according to the level of consumption.</li><li>May change in accordance with the terms and conditions of the contract.</li></ul>
<b>Other Fees and Charges</b>	<ul style="list-style-type: none"><li>No recurring charges or fees throughout the contract duration.</li></ul>	<ul style="list-style-type: none"><li>May include recurring charges or fees throughout the contract duration.</li></ul>
<b>Contract Duration</b>	<ul style="list-style-type: none"><li>6, 12 or 24 months.</li></ul>	<ul style="list-style-type: none"><li>Not limited to 6, 12 or 24 months..</li></ul>
<b>Pricing Structure</b>	<ul style="list-style-type: none"><li>Fixed Price. Pay a fixed rate (e.g. 20 cents/kWh) for electricity throughout the contract duration.</li></ul> <p><b>OR</b></p> <ul style="list-style-type: none"><li>Discount Off the Regulated Tariff. Enjoy a discount off the prevailing regulated tariff (e.g. 5% off) throughout the contract duration.</li></ul>	<ul style="list-style-type: none"><li>The electricity retailer may set its own pricing structure.</li></ul>
<b>More Information</b>	<ul style="list-style-type: none"><li>Visit the Price Comparison Tool at <a href="http://compare.openelectricitymarket.sg">compare.openelectricitymarket.sg</a> to compare the Standard Price Plans offered by different electricity retailers</li></ul>	<ul style="list-style-type: none"><li>Visit the electricity retailer's website to enquire on Non-Standard Price Plans.</li></ul>

2) The electricity retailer may offer you incentives if you contract for the electricity price plan. The incentives may include:

- Free gifts, promotions, rewards or services; and/or
- Conditional discount that reduces your electricity bill if you meet certain conditions.

3) A contract with automatic renewal may be automatically renewed upon the expiry of the contract. For such contract:

- The electricity retailer is required to inform you at least 10 business days before the existing contract expiry date, and you have the right not to proceed with the automatic renewal;
- The electricity retailer must ensure that the electricity rate is better than the prevailing regulated tariff at the point of contract renewal; and
- After the contract has been automatically renewed, you have the right to, within the first 30 calendar days from the start of the renewed contract term, terminate the renewed contract by giving the electricity retailer at least 30 calendar days' notice without you being subject to any early termination charges or other applicable fees.

4) An advanced meter is a digital meter capable of measuring your electricity consumption every half-hour. It is optional to install an advanced meter to measure your half-hourly electricity consumption, unless the price plan you sign up for requires one. The Standard Price Plans do not require an advanced meter.

5) With direct billing, the electricity retailer will bill you directly for electricity supply, and SP Group will send you a separate bill for the other utilities (such as water and gas supply). Your electricity retailer will advise you on the billing arrangement they

offer. With indirect billing, you will receive a single monthly bill from SP Group covering the charges for electricity supply by the electricity retailer as well as the charges for the other utilities.

- 6) The electricity retailer may charge you a fee if you terminate the contract before its expiry date.
- 7) The electricity retailer may require you to provide a security deposit for the supply of electricity. If you are a residential consumer, the electricity retailer is allowed to collect not more than 2 months of your average monthly electricity bill at the point of contracting, contract renewal or during the term of the contract.
- 8) The electricity retailer may require you to pay other fees and charges, including the prevailing market-related charges. You may refer to [www.openelectricitymarket.sg](http://www.openelectricitymarket.sg) for more information on the market-related charges.
- 9) The electricity retailer may bundle the supply of electricity with other products and/or services, such as the provision of phone or internet services, home energy management systems, newspaper or magazine subscription, etc. Please note the terms and conditions of the bundled products or services.

## ELECTRICITY RETAIL AGREEMENT

### Date:

I, the Consumer named below, request that Seraya Energy Pte. Ltd. ("**Retailer**") retail to us electricity on the terms set out (i) below in the Seraya Energy **Low Tension Electricity Retail Conditions** (a copy of which is provided below), (ii) in the Seraya Energy **Electricity Supply Contract Fact Sheet** (the "**Fact Sheet**") and (iii) where applicable, the **Additional Terms & Conditions of the Get It Green Price Plan** as appended as Annex A or the **Additional Terms & Conditions of the Get Sunny Price Plan** as appended as Annex B (collectively, the "**Electricity Retail Agreement**" or "Agreement").

If the Retailer decides (at the Retailer's absolute discretion) to accept this application, a contract shall arise between the Retailer and us on the terms of this Electricity Retail Agreement.

If there is any inconsistency between the terms of the Seraya Energy Low Tension Electricity Retail Conditions and the Fact Sheet, the Seraya Energy Low Tension Electricity Retail Conditions shall prevail to the extent of the inconsistency.

### CONTRACT DETAILS

Customer Reference No.:

Supply Start Date:

Supply Expiry Date:

### CUSTOMER CONTACT DETAILS

Name ("**Consumer**"):

Email Address:

Mobile Number:

Residential Address:

Billing address (if different from Residential Address):

### SUPPLY DETAILS

MSSL / EBS account no.:

Address of premises for supply of electricity

("Premises"):

### PRODUCT DETAILS

Product Type: As per Fact Sheet

### PAYMENT DETAILS

Security Deposit Amount: As per Fact Sheet

Payment Term: 14 days for all modes of payment

Early Termination Charges: As per Fact Sheet

### **Seraya Energy Low Tension Electricity Retail Conditions ("Conditions")**

Unless expressly stated otherwise, the words used in these Conditions shall have the meanings given to them in the Electricity Act (Cap 89A) and any relevant subsidiary legislation or associated regulation ("**Relevant Legislation**") or in the Electricity Retail Agreement.

For the avoidance of doubt, the following terms used in this agreement shall have the meanings as defined in the Code of Conduct for Retail Electricity Licensees ("**Retailer's Code**"), as set out below:

1. 'Pricing and Payment Provisions' means the terms and conditions in a contract which address or provide for the:
  - a. pricing;
  - b. security deposit; and
  - c. applicable charges, including early termination charges, late payment fees and treatment for over-charging or undercharging by the Retailer.
2. 'Default Supply Arrangement' means the supply of electricity from the Market Support Services Licensee ("**MSSL**"):
  - a. In the case of a Consumer who is eligible to apply to cease his classification as Contestable Consumer under Regulation 7 of the Electricity (Contestable Consumer) Regulations, at such tariff as may be set from time to time by the 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 MSSL.

### **1. Retail of Electricity and Undertakings:**

- 1.1 The Contract Duration shall commence on the Start Date and expire on the Expiry Date. The Start Date shall not be earlier than the date on which the Consumer's electricity account is successfully transferred to the Retailer from the MSSL or the Consumer's previous retailer (as the case may be).
- 1.2 Where the Consumer's electricity account is transferred to the Retailer from the Consumer's previous retailer, the Consumer shall be wholly liable for any early termination charges, late payment fees, administrative charges and/or any other charges incurred under the Consumer's agreement with the Consumer's previous retailer.
- 1.3 During the Contract Duration, the Consumer:
  - 1.2.1 agrees to purchase and pay the Retailer for all electricity consumed at the Premises;
  - 1.2.2 agrees to maintain its status as a contestable consumer under the Electricity (Contestable Consumers) Regulations and shall not take steps to change such status unless as required under the Relevant Legislation; and
  - 1.2.3 shall arrange for the Premises to be connected to the electricity transmission and distribution system of Singapore and shall obtain such services as may be required to enable the transmission of electricity to the Premises.

### **2. Metering:**

- 2.1 The amount of electricity consumed at the Premises shall be measured by the electricity meter(s) installed at the Premises. These meter(s) are the property of the Transmission Licensee (as defined in the Electricity Act (Cap 89A)) and the Consumer shall not tamper or interfere with such meter(s) in any way. The Consumer shall provide such person with all assistance and cooperation in connection with any inspection, reading, servicing, or replacement of any such meters.
- 2.2 The Retailer reserves the right to estimate the amount of electricity consumed based on historical meter readings provided by MSSL and make appropriate adjustment in the event actual metering data is not available for whatever reason and the Retailer's estimation and/or adjustment (as the case may be) shall be final and binding on the Consumer, in the absence of manifest error.
- 2.3 The Consumer acknowledges and agrees that the Transmission Licensee and the MSSL, and not the Retailer, is responsible for meter installation and removal, meter reading and meter data management in accordance with the Metering Code, the Market Support Services Code, the Electricity Act (Cap 89A) and any other Relevant Legislation.
- 2.4 Smart Meter(s)
  - 2.4.1 Smart meter(s) installation is optional unless the Consumer signs up for an electricity price plan that requires one. The Consumer must request for an installation of new smart meter(s) to the Retailer and the Retailer shall forward such a Consumer's request to the MSSL. Pursuant to Condition 2.3, the MSSL is responsible for smart meter(s) installation and old meter(s) removal.

The Retailer is not liable for any delay, damage, defect or fault arising in connection with or as a result of the smart meter(s) installation and old meter(s) removal. The Consumer shall pay for any cost incurred for the installation of the new smart meter(s).

2.4.2 The Retailer shall use the Static Residential Load Profile (SRLP) adjusted for consumption from MSSL based on the old meter(s) until the date the MSSL notifies the Retailer that a smart meter(s) installation has been successfully completed and switched on.

2.4.3 For the avoidance of doubt, following a smart meter(s) installation, all references to “electricity meter(s)” and “meter(s)” shall also mean smart meter(s).

### **3. Security Deposit, Charges and Payments:**

3.1 Upon the commencement or renewal of this Agreement, the Consumer shall if so required by the Retailer in writing, forthwith pay the Retailer the security deposit equivalent to:

- (i) up to two (2) times of the Consumer’s average monthly electricity charges invoiced to that Consumer calculated over a continuous period of 12 months ending with the month immediately preceding the month in which the security deposit will be collected from the Consumer; or
- (ii) where the Consumer has less than 12 continuous months of invoices issued immediately preceding the month in which the security deposit will be collected from the Consumer, up to two (2) times of the Consumer’s average monthly electricity charges for that period; or
- (iii) In the case none of Conditions 3.1(i) or (ii) applies, up to two (2) times of the monthly electricity charges determined based on the national average monthly consumption of the specific dwelling type published by the MSSL and the prevailing rate offered by Retailer to the Consumer; or
- (iv) subject to Conditions 3.1(i), (ii) and (iii), the amount stated in the table below corresponding to the specific dwelling type of the Consumer:

<b>Dwelling Type</b>	<b>Security Deposit Amount<sup>1</sup></b>
HDB 1 or 2 room	S\$50
HDB 3, 4 or 5 room/ HDB Executive	S\$90
Executive Condominium/ Condominium/ Private Apartment	S\$120
Terrace House/ Semi-Detached House	S\$150
Bungalow	S\$220

Payment of such security deposit shall constitute security for the due and proper performance by the Consumer of its representations, warranties, duties, undertakings and obligations and any and all sums due to the Retailer (whether as damages or otherwise) in connection with this Agreement.

3.2 The Retailer may utilise at any time the whole or any part of the security deposit in settlement of any sum due from the Consumer to the Retailer. Any remaining security deposit in the hands of the Retailer shall be refunded to the Consumer, free of interest, within 1 month from the Consumer’s payment of the final invoice issued by the Retailer following the expiry or termination of the Agreement.

3.3 During the Contract Duration, the Retailer shall periodically invoice the Consumer, and the Consumer shall pay the aggregate of the following:

- 3.3.1 the electricity rate (not inclusive of goods and services tax) as stated on the Fact Sheet multiplied by the quantity of electricity supplied to the Consumer without any adjustment for transmission losses provided by MSSL);
- 3.3.2 the relevant Additional Fees or Charges as stated on the Fact Sheet (if applicable); and
- 3.3.3 any new applicable charge approved by the Authority under Clause 3.9.2 of the Retailer’s Code; and

- 3.3.4 any revisions in the Pricing and Payment Provisions required to comply with the relevant legislation or the Retailer's Code or as mutually agreed between the Consumer and the Retailer; and
- 3.3.5 the prevailing goods and services tax at the applicable rate on the total of the amounts stated in Conditions 3.3.1 to 3.3.4.

Any Pricing and Payment Provision and/or the terms of this Agreement may from time to time be amended, varied, supplemented by the Retailer taking into account the enactment changes to or in the interpretation or application of any new or existing laws, codes or regulations applicable to the Singapore electricity industry, or any direction from the relevant authorities in respect of the retail of electricity under this Agreement in each case where the amendment/adjustment is required for compliance with Relevant Legislation or the Retailer's Code.

For avoidance of doubt, for all non-standard price plans, the Retailer reserves the right to pass on to the Consumer (at cost) a fair proportion of any incremental adjustment or variation of the relevant Additional Fees or Charges as may be referable to the retail of electricity by the Retailer to the Consumer under this Agreement.

The Retailer shall notify the Consumer of any amendment, variation, supplementation or adjustment at least ten (10) business days before such changes take effect.

#### 3.4 Undercharging

- 3.4.1 If the Retailer undercharges the Consumer, the Retailer may recover the undercharged amount from the Consumer. The undercharged amount may be billed in any subsequent invoice issued by the Retailer or a separate invoice in respect of the undercharged amount, at the discretion of the Retailer.
- 3.4.2 If the Retailer recovers an undercharged amount from Consumer, the Retailer shall not charge interest on the undercharged amount.

#### 3.5 Overcharging

- 3.5.1 Where the Consumer has been overcharged and already paid the overcharged amount, the Retailer shall credit that overcharged amount to the Consumer's account in a manner determined by the Retailer.
- 3.5.2 If Consumer has stopped buying electricity from the Retailer and Consumer has already made full and final settlement of all invoices for electricity consumed under the Agreement, the Retailer shall use its best endeavours to pay the overcharged amount to the Consumer within twenty (20) business days after the Retailer is aware of any such overcharging.

3.6 Where the Consumer is eligible to receive, during the Contract Duration, any Utilities-Save Rebate (the "**U-Save Rebate**") which is part of the GST Voucher scheme introduced by the Singapore government for eligible residential consumers to offset their utilities bills, the Retailer shall use the applicable amount of the U-Save Rebate credited to the utilities account of Consumer to off-set against the amounts due under the Consumer's invoice(s) in accordance with the process or requirements prescribed by the Singapore government.

3.7 If the Consumer fails to make payment to the Retailer of any amount payable by the Consumer on its due date for payment, the Consumer shall pay the Retailer interest on the amount outstanding at the monthly rate stated on the Fact Sheet (to be computed on a monthly rest basis).

3.8 The Consumer acknowledges that the Retailer may appoint a billing agent to invoice and collect from the Consumer the charges and payments due under this Agreement and perform the obligations under the Pricing and Payment Provisions. Notwithstanding the foregoing, the Retailer reserves all rights to invoice and/or collect from the Consumer any charge and payment due under this Agreement not invoiced and/or collected by the billing agent. For the purpose of the Pricing and Payment Provisions, "**the Retailer**" shall mean Seraya Energy Pte. Ltd. or the billing agent, as the case may be.

3.9 Where the Electricity Retail Agreement specifies that payment shall be made by charging to the Consumer's account with American Express, MasterCard or VISA, the following provisions shall apply:

- 3.9.1 Execution by the Consumer of the Electricity Retail Agreement shall constitute the Consumer's written authorisation to the Retailer from time to time submitting to American Express International Inc., MasterCard International Incorporated or VISA International Service



Association (the relevant entity as the case may be referred to as “**the Association**”) requests for the payment of any and all sums payable by the Consumer to the Retailer (howsoever arising) and for this purpose the Retailer may charge or debit or require to be charged or debited any such sum to the Consumer’s account with the Association specified in the Electricity Retail Agreement or any other account as may be notified by the Consumer and/or the Association.

- 3.9.2 The Consumer shall not be obliged to make payment to the Retailer in respect of any invoice rendered by the Retailer provided that such payment is received by the Retailer from the Association within the Payment Term (or such additional period as the Retailer may allow the Association).
  - 3.9.3 The Consumer shall duly pay the Association any and all sums so charged or debited or paid by the Association to the Retailer on behalf of the Consumer in full without any set-off, counterclaim or deduction on account of any dispute or claim which the Consumer may have against the Retailer in relation to or arising from this Agreement, it being the express intention of the parties that the Consumer shall bring any such dispute or claim directly against the Retailer.
  - 3.9.4 The authorisation referred to in Condition 3.9.1 shall remain in force throughout and shall not be terminated before the expiry of the Contract Duration.
- 3.10 Except where the MSSL was engaged to invoice the Consumer on behalf of the Retailer, upon expiry or termination of the Agreement (where there is no renewal), the Retailer shall issue a final invoice within twelve (12) business days from the date it receives the relevant invoice from the MSSL, upon expiration or termination of the Agreement, or if unable to do so, to notify the Consumer of the expected date of issuance of such final invoice within the same period.
- 3.11 The Retailer shall be entitled to adjust, vary or correct any invoice rendered on the Consumer to take into account any revised assessment or estimation of the meter reading(s) referred to in Condition 2.2 and/or any undercharging or overcharging referred to in Conditions 3.4 and 3.5, respectively.
- 3.12 In the event where a refund is to be made to the customer, the refund will be in Singapore dollars (SGD) and Geneco reserves the right to require the customer to bear any administrative or bank charges incurred. If the customer does not have an existing SGD bank account and requires the refund to be made in a foreign currency, all charges incurred for any cross-border remittance shall be borne by the customer.

#### **4. Limitation of Liability:**

- 4.1 The Consumer acknowledges and agrees that the Retailer does not generate, transmit, distribute or control the supply of electricity and excludes any liability (whether direct, indirect or consequential) with respect to any direct, indirect or consequential loss, damage, cost or expense which the Consumer may incur or suffer in connection with the supply of any electricity to the Premises or any failure or interruption in such supply, howsoever caused.
- 4.2 To the maximum extent permissible under applicable law, the Retailer’s total liability to the Consumer (whether individually in respect of each Premises or collectively in respect of all Premises) in connection with the Agreement arising from any and all causes of action (whether in contract, tort, breach of statutory duty, at law or in equity) shall be limited to a maximum of \$20,000 or the aggregate payment received by the Retailer from the Consumer in the last six (6) months, whichever is lower. Nothing in this Condition shall operate to exclude or limit any liability for any death or personal injury resulting from the negligence of the Retailer.

#### **5. Termination:**

- 5.1 The Retailer shall be entitled to terminate the Agreement in respect of any or all the Premises if:
  - 5.1.1 the Consumer fails to pay any amount due and payable or fails to provide security deposit to the Retailer;
  - 5.1.2 the Consumer breaches any of its obligations under the Agreement and does not remedy such breach within five (5) days after being served with a notice from the Retailer;
  - 5.1.3 the Retailer is of the view that the Consumer has committed theft of electricity;

- 5.1.4 the Retailer is of the view that the Consumer is or may become insolvent or if the Consumer is in the process of or is likely to be subject to any winding-up, liquidation or judicial management proceedings; or
  - 5.1.5 the Consumer is deceased.
- 5.2 Upon occurrence of any of the events stipulated in Conditions 5.1.1 to 5.1.5, the Retailer shall give the Consumer at least ten (10) business days' notice in writing ("**Retailer's Notice of Termination**") and such notice shall contain the following information:
- 5.2.1 the effective date of the termination of the Agreement;
  - 5.2.2 the reason for termination;
  - 5.2.3 the option(s) available to the consumer to purchase electricity from another retailer or the MSSL after the termination of the Agreement;
  - 5.2.4 a request that the Consumer inform the Retailer in writing (in accordance with the mode of communication specified in Condition 9.10) by the date stipulated in the Retailer's Notice of Termination, of Consumer's selection of one of the options(s) in Condition 5.2.3 above; and
  - 5.2.5 any early termination and applicable charges payable by the Consumer to the Retailer pursuant to Condition 5.4.

In the event the Consumer fails to inform the Retailer by the date stipulated in the Retailer's Notice of Termination of his selected option in Condition 5.2.3, the Retailer shall deem the Consumer as having agreed to purchase electricity from the MSSL with effect from the date immediately following the effective date of the termination of the Agreement at such tariff as may be set from time to time by the MSSL for non-contestable consumers.

- 5.3 The Consumer shall be entitled to terminate the Agreement in respect of any or all the Premises at any time during the Contract Duration by giving the Retailer:
- 5.3.1 in respect of the Get Flexi price plan, not less than fourteen (14) calendar days' written notice; or
  - 5.3.2 in respect of all other price plans, not less than thirty (30) calendar days' written notice.
- 5.4 Unless the Consumer has signed up for the Get Flexi price plan and has fulfilled Condition 5.3.1 above, if the Agreement is for any reason whatsoever terminated before the affected Premises' Expiry Date, the Consumer shall immediately pay the Retailer on the termination of the Agreement of the affected Premises:
- 5.4.1 any and all sums payable including any sums accrued;
  - 5.4.2 unless otherwise stated on the Fact Sheet, the applicable Early Termination Charges as follows:

Dwelling Type	Early Termination Fee (ETF)
HDB 1 or 2 rooms	S\$60
HDB 3, 4 or 5 rooms / HDB Executive	S\$130
Executive Condominium / Condominium / Private Apartment	S\$180
Terrace House/ Semi-Detached House	S\$350
Bungalow	S\$720

- 5.4.3 (where a rebate (excluding the U-Save Rebate) was offered to the Consumer) the amount equal to the value of the rebate given to the Consumer (for the avoidance of doubt, this rebate does not refer to free gifts, tokens or vouchers given to consumer during events such as roadshows); and
- 5.4.4 any AMI meter installation fee (if applicable) incurred by the Retailer in respect of any or all of the Premises,

save that in the case where the termination arises as a result of a Retailer of Last Resort Event (as defined in Condition 5.5) occurring to the Retailer or arise due to a termination by Consumer due to a breach of Section 3.9.3 of the Retailer's Code, then Conditions 5.4.2 to 5.4.4 above shall not apply.

For the avoidance of doubt, the Consumer is not liable to return any free gifts, tokens or vouchers given by the Retailer upon the Consumer signing up for an electricity price plan with the Retailer upon termination of the Agreement.

- 5.5 A Retailer of Last Resort Event ("**ROLR Event**") means any of the following events or circumstances:

- 5.5.1 the revocation or expiry or non-renewal of the Retailer's electricity retail licence;
  - 5.5.2 receipt by the Authority from the Accounting and Corporate Regulatory Authority of the Retailer's application for a voluntary winding-up after the Retailer's receipt of the Authority's approval to cease operations as required to cease operations as required in the Electricity Act (Cap 89A);
  - 5.5.3 an order is made for the winding up of the Retailer or a resolution is passed for the winding up of the Retailer;
  - 5.5.4 issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Retailer is unable or not allowed to retail electricity. "Suspension Order", "Termination Order" and "Market Surveillance and Compliance Panel" shall have the meaning ascribed to them in the Retailer's Code;
  - 5.5.5 termination of the Retailer's Market Support Services (Retailer) Agreement by the MSSL; or
  - 5.5.6 termination of the Retailer's Retailer Use of System Agreement by the Transmission Licensee.
- 5.6 In a ROLR Event, the Retailer shall:
- 5.6.1 within one (1) business day from the occurrence of the ROLR Event, notify the Consumer in writing:
    - 5.6.1.1 that the Retailer's ability to retail electricity has ceased;
    - 5.6.1.2 of the arrangement set out in Condition 5.7 below; and
    - 5.6.1.3 the physical supply of electricity to the Consumer will not be affected despite the occurrence of the ROLR Event.
  - 5.6.2 Within two (2) business days provide the Consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL via the Secure File Transfer Protocol to facilitate such transfer, and the Consumer shall be deemed to have consented to the same. The Retailer is required by the Authority to transfer the Consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL to facilitate the implementation of the ROLR framework.
- 5.7 In a ROLR Event:
- 5.7.1 unless the Consumer contracts with and is successfully transferred to another retailer or the MSSL prior to the date on which the MSSL successfully transfers the Consumer to a Default Supply Arrangement ("**Default Supply Effective Date**"), the Consumer shall be deemed to have agreed to purchase electricity from the MSSL under the Default Supply Arrangement on the Default Supply Effective Date; and with respect to a Consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumer) Regulations, in which case the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date; and
  - 5.7.2 the Consumer shall be notified within one (1) Business Day from the ROLR event via the Retailer's website, short message service or text message, electronic mail or other equivalent method.
- 5.8 In the event that the Agreement has been terminated, the Retailer may refuse to retail electricity to the Consumer and transfer the Consumer to the MSSL under the Default Supply Arrangement with effect from the date immediately after the termination of the Contract Duration.

## **6. Contract Expiry / Renewal:**

- 6.1 The Agreement shall be automatically renewed on the date immediately following the Expiry Date on the same Contract Duration and the applicable price plan for any such renewal term ("**Renewal Term**") shall be the same. Except for the electricity rate under the price plan and any one-off pricing rebate, discount or incentive, the Pricing and Payment Provisions in effect prior to the renewal shall continue to apply with no change in respect of the Renewal Term. Upon automatic renewal, the Consumer shall have the right to, within the first thirty (30) days from the start of the renewed contract term, terminate the renewed contract by giving the Retailer at least thirty (30) days' written notice without being charged the applicable Early Termination Fee. Thereafter, the Early Termination Fee shall apply pursuant to Condition 5.4 for any termination of the renewed contract.

- 6.2 Prior to the Expiry Date, the Retailer may notify the Consumer of Consumer's eligibility to re-contract on the various price plans offered by the Retailer available at the Retailer's self-service portal. If the Consumer re-contracts with the Retailer by a date falling no later than ten (10) business days' prior to the Expiry Date, the Agreement will expire on the Expiry Date (unless the terms of the re-contract provide otherwise) and Condition 6.1 on automatic renewal shall not apply.
- 6.3 The Retailer will provide the Consumer with at least ten (10) business days' notice in writing prior to the Expiry Date of the Agreement and/or the Consumer Renewal Election Date (as defined below) (whichever earlier), and such notice will contain the following information, (this condition 6.3 applies to all Consumers, including but not limited to Consumers that have an automatic renewal option):
- 6.3.1 the Expiry Date;
  - 6.3.2 Retailer's renewal conditions for the Renewal Term shall be based on the applicable price plan for any such Renewal Term and the Pricing and Payment Provisions in effect prior to the renewal (but excluding the electricity rate under the price plan and any one-off pricing rebate, discount or incentive) ("**Renewal Terms and Conditions**") shall apply. The electricity rate under the Renewal Terms and Conditions shall be better than the prevailing tariff as may be set from time to time by the applicable MSSL for non-contestable consumers or any published change to such tariff at the point of renewal;
  - 6.3.3 the date which the Consumer must notify the Retailer in writing (in accordance with the mode of communication specified in Condition 9.10) whether Consumer intends not to proceed with any automatic renewal of the Agreement ("**Consumer Renewal Election Date**") based on the Renewal Terms and Conditions;
  - 6.3.4 that the Consumer has the right not to proceed with automatic renewal and the option(s) available to Consumer to purchase electricity from another retailer or MSSL after the Expiry Date of the Agreement if Consumer elects not to renew the Agreement under Condition 6.3.3; and
  - 6.3.5 that the Consumer shall respond in writing (in accordance with the mode of communication specified in Condition 9.10) to the Retailer by the Consumer Renewal Election Date of Consumer's decision on the matters stipulated in Conditions 6.3.3 and 6.3.4.
- 6.4 In the event the Consumer does not respond to the Retailer by the Consumer Renewal Election Date on the matters stipulated in Condition 6.3.3, the Retailer shall deem the Consumer as having agreed to the renewal of the Agreement on the Renewal Terms and Conditions.
- 6.5 In the event Consumer (i) does not respond to the Retailer by the Consumer Renewal Election Date on the matters stipulated in Condition 6.3.4, or (ii) responds to the Retailer that it elects not to renew the Agreement under Condition 6.3.4 by the date referred to in Condition 6.3.5 but the Consumer's account is not transferred to the new retailer as at the Expiry Date, the Retailer shall deem the Consumer as having agreed to purchase electricity from MSSL under the Default Supply Arrangement with effect from the date immediately following the Expiry Date. If the transfer of a Consumer under this Condition is not successful, the Retailer shall notify the Consumer in writing within 2 business days from the date it receives notification from the MSSL that the transfer is not successful. The Retailer will indicate the next possible Default Supply Effective Date.
- 6.6 Upon expiry and/or termination of the Agreement (where there is no renewal), the Retailer shall return the security deposit and/or refund any credit balance in favour of the Consumer within one (1) month after the Consumer has made full and final settlement of the last invoice for electricity consumed or any other charges payable under the Agreement.
- 6.7 The Retailer retains its absolute and final discretion whether or not to grant renewal of the Agreement and on the Renewal Terms and Conditions offered under Condition 6.3.2.

## **7. Force Majeure:**

- 7.1 If either party (the "**Non-Performing Party**") shall be unable to or is prevented from carrying out its obligations thereunder due to a circumstance or event which is beyond the reasonable control of the Non-Performing Party ("**Force Majeure**"), this Agreement shall remain in full force and effect for the duration of its term herein but the Non-Performing Party's obligations during the event which the Non-Performing Party is unable to carry out due to a Force Majeure (other than any obligations as to payment of money) shall to the extent of such inability be suspended for as long as the Force Majeure continues and for such reasonable period of time thereafter as may be necessary for the Non-Performing Party to resume performance of the obligations, provided that:

- 7.1.1 the Non-Performing Party shall continue to comply with its obligations under this Agreement to the maximum extent possible; and
  - 7.1.2 the Non-Performing Party uses all reasonable efforts to mitigate or alleviate the effects of the Force Majeure on the performance of its obligations under this Agreement.
- 7.2 The Non-Performing Party shall notify the other party of the invocation of Force Majeure as soon as reasonably practicable but in any event within seven (7) days of the date on which the Non-Performing Party becomes aware of the occurrence of the Force Majeure, which notice shall include full particulars of the Force Majeure and the effect such Force Majeure is having on the Non-Performing Party's performance of its obligations under this Agreement; and of the cessation of the Force Majeure and the effects the cessation of the Force Majeure is having on the Non-Performing Party's performance of its obligations under this Agreement.

## **8. Governing Law and Dispute Resolution:**

- 8.1 The Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 8.2 The Consumer shall have up to two (2) years from the date of the relevant invoice to contest or dispute the accuracy of the amounts billed in such invoice.
- 8.3 The Retailer shall be the Consumer's first point of contact should there be any dispute to be raised by the Consumer relating to the retail of electricity under this Agreement. The Consumer may call the Retailer's contact centre hotline at +65 6363 6677 or send an email to info@geneco.sg. The Retailer shall address any contest or dispute raised by Consumer within thirty (30) calendar days from the date of notification by the Consumer. If the dispute cannot be resolved within such period or if there is a deadlock, the Retailer is required to commence mediation proceedings upon the Consumer's request and the dispute will be submitted to:
- 8.3.1 (in the case of residential consumers) the Consumer Association of Singapore (CASE) or the Singapore Mediation Centre (SMC);
  - 8.3.2 (in the case of business consumers) the SMC

for resolution by mediation in accordance with the mediation procedure for the time being in force prescribed by CASE or SMC. The Retailer and the Consumer shall attend mediation proceedings and each party shall bear its own costs for any mediation commenced in CASE or SMC. If the parties are unable to reach a mutually satisfactory resolution of the dispute within thirty (30) calendar days of the commencement of such mediation, either party may refer such dispute for settlement by the courts of Singapore (including the Small Claims Tribunal). To this end, the Retailer and the Consumer submit to the non-exclusive jurisdiction of the courts of Singapore.

- 8.4 In the event a dispute under this Agreement arises pertaining to any service provided by the MSSL or Transmission Licensee, Retailer shall use its reasonable endeavours to facilitate resolution of such dispute between the Consumer and such relevant third party.

## **9. Miscellaneous Provisions:**

- 9.1 The Consumer may not assign its rights or obligations under Agreement unless the Retailer consents in writing.
- 9.2 The Agreement represents the entire understanding between the parties with respect to the supply and retail of electricity to the Consumer and any warranty, condition or other undertaking implied in law or by custom is hereby excluded.
- 9.3 The Consumer consents and hereby gives the Retailer permission to:
- 9.3.1 seek information concerning the Consumer (including credit-related information), the Premises, the Consumer's electricity usage (including historical usage, metering data and related or similar information) for the purpose of fulfilling the Retailer's obligations under the Agreement, allowing the Retailer to comply with its obligations under the relevant electricity laws (including but not limited to the Retailer's Code) or required by the Retailer to perform its business functions (including but limited to credit control, internal audit, risk management) or for other lawful purpose which the Retailer considers necessary;

- 9.3.2 use the information referred to in Condition 9.3.1 or other confidential information to offer to sell the Consumer other products and services;
  - 9.3.3 disclose any information or data disclosed by the Consumer to the Retailer's appointed billing agent in connection with this Agreement for the purpose of the performance of the billing agent's rights and obligations hereunder;
  - 9.3.4 transfer and disclose the information referred to in Condition 9.3.1 to any credit information sharing service provider (of which Retailer is a member or subscriber) or to any credit bureau in Singapore; and
  - 9.3.5 disclose any information relating to the Consumer and/or the Premises to any person whom the Retailer considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with the Agreement.
- 9.4 No electricity licensee or any person who owns or provides services in relation to any electricity meter installed on the Premises shall be regarded as an agent of the Retailer.
- 9.5 Each party acknowledges that modifications may be made to the Retailer's Code from time to time by the Authority. The Retailer shall promptly notify the Consumer of any modifications made to the Retailer's Code referred to in this Condition 9.5 and may by way of such notice amend, add or vary any term and condition of the Agreement the Retailer considers necessary as a result of the modification. Each party agrees to be bound by any applicable modification referred to in this Condition 9.5 except to the extent that the Authority, when publishing the modifications, specifies that the parties are not required to be bound by the modification.
- 9.6 The Retailer may by giving the Consumer at least ten (10) business days prior written notice, amend or supplement any part of the Agreement due to a regulatory change or governing law and shall take effect from the date notified by the Retailer to the Consumer or such dates as approved by the regulatory change or governing law.
- 9.7 No failure on the part of the Retailer to exercise, and no delay on its part in exercising any right or remedy under these Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Subject to Conditions 3.3, 9.5 and 9.6, the Agreement shall not be amended, varied or supplemented unless the parties agree in writing.
- 9.8 If any provision in the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions in the Agreement and the remainder of the affected provision shall continue to be valid.
- 9.9 No person other than the Retailer and the Consumer shall have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision in the Agreement.
- 9.10 All notices shall be given or sent by electronic email to the relevant party at its email address set out in the Electricity Retail Agreement or such other email address the party may notify the other in writing. Notices sent by email shall be deemed received immediately after being transmitted unless either Party has received a message by return that the email or electronic transmission had failed or that it was not delivered.

## Annex A

### Additional Terms & Conditions of the Get It Green Price Plan (“Additional Terms and Conditions”)

1. The Additional Terms and Conditions are part of your Get It Green Price Plan Electricity Retail Agreement (“Agreement”) with Seraya Energy Pte. Ltd. (“Seraya Energy”), and shall be incorporated into and read in conjunction with the Agreement.
2. Seraya Energy will acquire carbon credits and retire these credits on your behalf to offset or balance the carbon emissions generated from your electricity consumption, based on the electricity grid emission factors calculated and published by the Energy Market Authority of Singapore.
3. Seraya Energy will acquire carbon credits known as Verified Carbon Units (VCUs) issued from selected programmes or projects which reduce or remove carbon emissions and are certified by the Verified Carbon Standard (VCS) Program (further information is available at <http://verra.org/project/vcs-program/>). Details of some of the programmes or projects selected by Seraya Energy where VCUs may be purchased from is available on Geneco’s website. Notwithstanding the foregoing, Seraya Energy may at its absolute discretion acquire carbon offset products or credits or carbon emissions offsetting certificates from other programs, projects, vendors or suppliers apart from those listed in Geneco’s website.
4. Seraya Energy acknowledges that you hold all legal and beneficial title to VCUs purchased on your behalf and you hereby authorise Seraya Energy to retire such VCUs in your name so that the environmental attributes of such VCUs belong to you.
5. You consent and hereby give Seraya Energy permission to disclose any information relating to you and/or the Premises to any person whom Seraya Energy considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with these Additional Terms and Conditions.
6. The number of VCUs that will be retired on your behalf shall be calculated at the end of each calendar year based on your cumulative electricity consumption for the same calendar year. For the avoidance of doubt, during the 1<sup>st</sup> year of the Contract Duration, the number of VCUs you will be entitled to shall be calculated based on your cumulative electricity consumption in kilowatt hours (kWh) from the Start Date of your Agreement with Seraya Energy to the last day of the same calendar year. For the purposes of calculating VCUs, your derived carbon emission figure shall be rounded to the nearest metric ton and the remainder, if any, shall be carried forward to the next calendar year, provided your electricity contract with Geneco has not expired.
7. You shall receive your softcopy Certificate of carbon offsets (“Certificate”) containing details of the VCUs issued to you within ninety (90) calendar days of the commencement of the following calendar year.
8. In the event that your Agreement with Seraya Energy expires or is terminated during the calendar year, the number of VCUs that will be retired on your behalf shall be calculated in the manner as stipulated in Clause 5 above based on your cumulative electricity consumption in the aforementioned calendar year up until the expiry or termination of the Agreement. You will receive the softcopy of your Certificate per Clause 7.
9. While Seraya Energy has taken reasonable care to ensure that the information provided on Geneco’s website relating to carbon offset is correct, all information may be subject to change at any time without notice. Seraya Energy shall not be liable for any error or inaccuracy of the information on Geneco’s website and shall have no liability for any claims, losses or damages which may arise as a result of your use of or reliance on the information on Geneco’s website.
10. You acknowledge that any calculation methods used by Seraya Energy as described in the provisions above are only an estimate of the amount of carbon emissions associated with your consumption of electricity and the cost to offset such carbon emissions. The cost to offset your carbon emissions may vary according to fluctuations in the price of carbon credits. Seraya Energy accepts no liability if this

calculation is incorrect or does not accurately reflect either the actual carbon emissions associated with your electricity consumption or the cost to offset such carbon emissions.

11. Seraya Energy reserves the right to amend these Additional Terms and Conditions at any time in its sole discretion without notice.
12. These Additional Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and any legal action arising under these Additional Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Singapore.



## Annex B

### Additional Terms & Conditions of the Get Sunny Price Plan ("Additional Terms and Conditions")

1. These Additional Terms and Conditions are part of your Get Sunny Price Plan Electricity Retail Agreement ("Agreement") with Seraya Energy Pte. Ltd. ("Seraya Energy"), and shall be incorporated into and read in conjunction with the Agreement.
2. Seraya Energy will retire renewable energy certificates ("RECs") in your name at the end of the Contract Duration, subject to the provisions herein.
3. Seraya Energy acknowledges that you hold all legal and beneficial title to the RECs. You hereby authorize Seraya Energy and/or any of its affiliates to retire RECs on your behalf.
4. You consent and hereby give Seraya Energy permission to disclose any information relating to you and/or the Premises to any person whom Seraya Energy considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with these Additional Terms and Conditions.
5. The number of RECs retired in your name will be based on your cumulative electricity consumption ("cumulative solar electricity consumption") throughout the Contract Duration. For the avoidance of doubt, your cumulative solar electricity consumption shall be calculated in megawatt hours (MWh).
6. One (1) REC represents proof that 1 MWh of renewable energy has been produced and embodies the environmental benefits that amount of renewable energy has generated. Seraya Energy will retire one (1) REC per 1 MWh of your cumulative solar electricity consumption figure at the end of the Contract Duration.
7. In the event that your Agreement with Seraya Energy expires or is terminated during the Contract Duration, the number of RECs which Seraya Energy will retire on your behalf shall be based on your cumulative solar electricity consumption from the Start Date of your Agreement up until the date of expiry or termination of the Agreement.
8. You shall receive your softcopy REC(s) within ninety (90) calendar days of the date of expiry or termination of your Agreement with Seraya Energy.
9. While Seraya Energy has taken reasonable care to ensure that any information provided on Geneco's website relating to RECs is correct, all information may be subject to change at any time without notice. Seraya Energy shall not be liable for any error or inaccuracy of the information on Geneco's website and shall have no liability for any claims, losses or damages which may arise as a result of your use of or reliance on the information on Geneco's website.
10. Seraya Energy may acquire renewable energy certificates from other programs, projects, vendors or suppliers at its absolute discretion.
11. Seraya Energy reserves the right to amend these Additional Terms and Conditions at any time in its sole discretion without notice.
12. These Additional Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and any legal action arising under these Additional Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Singapore.