

# Diamond Energy Merchants Pte Ltd

## Standard Terms and Conditions for Retail Electricity Supply Agreement

### PREAMBLE

These standard terms and conditions pertain to the sale of electricity to you as a contestable consumer at your premises. It is a standard retail electricity supply agreement that starts without you having to sign a document agreeing to these terms and conditions. In addition to this agreement, the electricity laws and other consumer laws also contain rules pertaining to the sale of electricity and we will comply with these rules in our dealings with you. For example, the Code of Conduct for Retail Electricity Licensees (“the Code”) sets out specific rights and obligations about marketing, payment methods, and arrangements for customers experiencing payment difficulties.

More information is available from the website of the Open Electricity Market at [www.openelectricitymarket.sg](http://www.openelectricitymarket.sg) and the Energy Market Authority at [www.ema.gov.sg](http://www.ema.gov.sg).

### 1. THE PARTIES

1.1 This agreement is between:

Diamond Energy Merchants Pte. Ltd. (“Diamond Electric”), 1 CleanTech Loop, #02-08 CleanTech One, Singapore 637141, who sells electricity to you at your premises (in this agreement Diamond Electric is referred to as “we”, “our” or “us”); and

You, the contestable customer to whom this agreement applies (in this agreement are referred to as “you” or “your”)

### 2. DEFINITIONS AND INTERPRETATION

2.1 Terms used in this agreement have the same meanings as they have in the Code. However, for ease of reference, a simplified explanation of some terms is provided in section 25.

2.2 Where the simplified explanations given in section 25 differ from the definitions in the Code, the definitions in the Code prevail.

### 3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions.

This contract sets out the terms and conditions for a standard retail electricity supply agreement for a customer under the Code.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential consumer; or
- (b) you are a business consumer; and
- (c) you consent to us selling electricity to you at your premises.

#### **4. WHAT IS THE TERM OF THIS AGREEMENT?**

##### **4.1 When does this agreement start?**

This agreement starts on the date you satisfy any pre-conditions set out in the Code, including giving us acceptable identification and your contact details for billing purposes.

##### **4.2 Transfer of account**

We will notify you in writing of the status of the transfer of your account:

- a) in the event the transfer is successful, within two (2) business days from the supply effective date.
- b) in the event the transfer is not successful, within two (2) business days from the notification from Market Support Services Licensee (“MSSL”) and notify you of the next possible supply effective date or the actions needed to successfully transfer your account.

##### **4.3 Early termination of agreement by retailer**

Under the following provisions, we may terminate the agreement by giving you at least ten (10) business days prior written notice. We will notify you the effective date of termination of the agreement, the reason for termination and you will be transferred to MSSL under a Default Supply Arrangement (“DSA”) under clause 22. We may only terminate the agreement due to the following reasons and early termination charge will apply:

- a) due to consumer’s insolvency or bankruptcy; or
- b) there is a breach of agreement by the consumer; or
- c) the consumer has not paid the bill for two (2) consecutive months.

##### **4.4 Early termination of agreement by consumer**

- a) You may terminate the agreement and take up the services of another retailer. The early termination charge will apply.

##### **4.5 Waiver of early termination charge**

We will waive the early termination charge under any of the following situations:

- a) a Retailer of Last Resort (RoLR) event under clause 21; or

- b) your termination of the agreement due to a breach of the agreement by us; or
- c) suspension of our Electricity Retail License.

#### 4.6 Credit balance and/or security deposit

When the agreement ends, we may use your credit balance and/or Security Deposit to offset amounts owed by you. Any credit balance and/or Security Deposit after offsetting amounts owed shall be refunded to you within one (1) month from the settlement of your last bill.

#### 4.7 Final meter read

If you do not provide safe and unhindered access to the premises to conduct a final meter reading (where relevant), this agreement will not end until we have issued you a final bill and you have paid any outstanding amount.

#### 4.8 Rights and obligations

Rights and obligations accrued before the end of this agreement continue despite the end of the agreement, including any obligation to pay amounts owed to us.

#### 4.9 Vacating your premises

If you are vacating your premises before we send you our final bill and /or any notice to be served to you, you must provide your forwarding address for issuance of the final bill and/or notices.

When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and for sending a final bill to you at the forwarding address stated in your notice.

- (b) You will continue to be responsible for charges for the premises until your agreement ends.

### **5. SCOPE OF THIS AGREEMENT**

#### 5.1 What is covered by this agreement?

- (a) Under this agreement we agree to sell you electricity at your premises. We also agree to meet other obligations set out in this agreement and to comply with the relevant laws and the Code.
- (b) In return, you agree:
  - (i) to be responsible for charges for electricity supplied to the premises until this agreement ends even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this agreement; and

(iii) to meet your obligations under this agreement and the relevant laws.

## 5.2 What is not covered by this contract?

This agreement does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the physical delivery of electricity to your premises. This is the role of SP Group. Refer to the SP Group website at <https://www.spgroup.com.sg> for details.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Full information

You must give us all information we reasonably require for the purposes of this agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information

You must notify us promptly if information you have provided to us changes, including if your billing address changes, or if your use of electricity changes (for example, if you start running a business at the premises).

### 6.3 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this agreement because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner, or other person responsible for the premises, fulfils the obligation.

## 7. OUR LIABILITY

SP PowerAssets, a member of SP Group, the transmission licensee, remains responsible for the physical delivery of electricity to your premises, regardless of which electricity retailer you are supplied by. Therefore:

- (a) The quality and reliability of your electricity supply is not our responsibility as your retailer and hence we cannot be held accountable for violations, omission, non-performance, deficiencies, etc. in that respect, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including persons acting on the direction of relevant authorities.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this agreement.
- (c) Unless we have acted in bad faith, we are excluded of any liability for loss or damage you suffer as a result of the total or partial failure to supply electricity

to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## **8. PRICE FOR ELECTRICITY AND OTHER SERVICES**

Any changes to the terms and conditions pertaining to price, security deposit, contract duration, applicable charges including early termination charges, late payment charges, and any over-charging or/and under-charging requires mutual consent between us and you. For the avoidance of doubt, mutual agreement to changes (if any) applies only to residential customers.

### **8.1 What are our tariffs and charges?**

- (a) Our tariffs and charges for the sale of electricity to you under this agreement are our standing offer prices. These are published on our website and may, or may not, include third party charges that apply.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices and fact sheets available at our website [www.Diamond-Electric.com.sg](http://www.Diamond-Electric.com.sg).

### **8.2 Changes to tariffs and charges for commercial customers**

- (a) If we vary our standing offer prices, we will publish the variation on our website at least ten (10) business days before it starts. We will also include details with your bill that follows, if the variation affects you.

### **8.3 Variation of tariff due to change of use**

If a change in your use of electricity means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our applicable standing offer prices:

- (a) if you notify us there has been a change of use—from the date of notification;  
or
- (b) if you have not notified us of the change of use— retrospectively from the date the change of use occurred.

### **8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances and evaluate if the requested tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we will:
  - (i) transfer you to that other tariff within ten (10) business days; or

- (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if applicable).

#### 8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applicable to you changes during a billing cycle, we will calculate your next bill on a proportional basis.

#### 8.6 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this agreement are stated to be inclusive of GST

### 9. **BILLING**

#### 9.1 General

We will send a bill to you no later than twenty-one (21) days after the end of each billing cycle. We will send the bill:

- (a) to you at the email address nominated by you; or
- (b) to you at the mailing address nominated by you if paper billing by post has been requested; or
- (c) to a person authorised in writing by you to act on your behalf.

#### 9.2 Final bill

We will issue to you the final bill within twelve (12) business days of us receiving the invoice from MSSL. If for any reason we cannot issue you the final bill within this period, we will, within the same period, notify you the expected date of issuance of the final invoice.

#### 9.3 Calculating the bill

Bills we send to you will be calculated on:

- (a) the amount of electricity consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Code); and
- (b) the amount of fees and charges for any other services provided under this agreement during the billing cycle; and
- (c) the charges payable for services provided by SP Group, including connection charges if you have asked for a new connection or connection alteration.

#### 9.4 Estimating the electricity usage

- (a) If your meter cannot be read, we may bill you using estimates by SP Group of the amount of electricity consumed at your premises. This may occur if your metering data is not obtained by SP Group (for example, if access to the meter is not given to SP Group, the meter is faulty, etc.).
- (b) when your meter is later read by SP Group, we will adjust your bill in the next available billing cycle to reflect the difference between the estimate and the electricity actually used.
- (c) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you the expenses in requesting SP Group to do so.

#### 9.5 Treatment of U Save Rebates

U Save Rebates will be applied to your account in accordance with the Code and any rules set out by the relevant authorities.

### **10. PAYING YOUR BILL**

#### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the payment due date) on the bill. The payment due date will be no earlier than thirteen (13) business days from the date on which we issue your bill.

#### 10.2 Issue of reminder notices

If you have not paid your bill by the payment due date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date (due date) for payment which will be not less than six (6) business days after we issue the notice.

10.3 We may charge a fee of \$1.07 (inclusive of GST at the current prevailing rate of 7.00%) for every reminder notice sent to you. If you do not make payment in accordance with a bill sent to you, we may impose a late payment charge of 1.00% on outstanding amounts per month.

#### 10.4 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are unable to pay your bill for two (2) consecutive months, we may transfer your account back to the MSSL in accordance with the DSA framework.

### **11. METERS**

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).

- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills.

## **12. UNDERCHARGING AND OVERCHARGING**

### **12.1 Undercharging**

- (a) If we have undercharged you, we may recover from you the difference between the amount actually payable by you and the amount undercharged (difference) without imposing any interest

### **12.2 Overcharging**

- (a) Where you have been overcharged by less than S\$ 100.00, and you have already paid the overcharged amount, we will credit the appropriate amount to your next bill.
- (b) Where you have been overcharged by S\$ 100.00 or more, we will inform you within ten (10) business days of our becoming aware of the overcharge and, if you have already paid that amount, we will credit that amount to your next bill. However, if you request otherwise, we will comply with your request.
- (c) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within thirty (30) days.
- (d) If you have been overcharged, as a result of your own fault, or unlawful act, or omission, we may limit the amount we credit or pay you.

### **12.3 Reviewing your bill**

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we will arrange for the MSSL to check the meter reading, or metering data, or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance.
- (c) During the period your bill is reviewed, you will be required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last twelve (12) months or adjusted for the available months if twelve (12) months of your bills are not available to us.

## **13. SECURITY DEPOSITS**

### **13.1 Security deposit**

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Code.

### 13.2 Use of a security deposit

- (a) We may use your security deposit to offset any amount you owe us:
  - (i) if you fail to pay a bill and as a result, we arrange for the transfer of your premises to the RoLR; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises, or when you stop purchasing electricity from us at your premises, or when you request that your premises be disconnected).
- (b) If we use your security deposit to offset amounts owed to us, we will advise you within ten (10) business days.

### 13.3 Return of security deposit

- (a) We will return your security deposit in the following circumstances:
  - (i) subject to clause 4.2 of this agreement, you stop purchasing electricity at the relevant premises under this agreement.

## 14. RENEWALS

When your agreement is up for renewal, we will notify you by issuing a reminder to you at least thirty (30) days prior to the expiry of your agreement. As applicable, in the event that we are unable to contact you, or we do not receive a reply from you at least fourteen (14) days prior to the expiry of your agreement, we will:

- (a) for agreements with automatic renewal clause:

the agreement will be automatically renewed for the period and at the discount off the regulated tariff as indicated in the Contract, (excluding any one-off pricing rebate, additional discount, incentives, etc) upon its expiry.

Within the first thirty (30) days from the start of the renewed agreement, you may terminate the agreement, without incurring an Early Termination Charge, as long as prior written notice of at least thirty (30) days is given.

- (b) for agreements without renewal clause:

we will transfer your account as per the DSA.

## 15. WRONGFUL AND ILLEGAL USE OF ELECTRICITY

### 15.1 Use of electricity

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to your premises; or
- (b) interfere or allow interference with any electricity equipment that is at your premises except as may be permitted by law; or
- (c) use the electricity supplied to your premises or any electricity equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow electricity purchased from us to be used otherwise than in accordance with this agreement and the Code; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## **16. NOTICES AND BILLS**

- (a) Notices and bills under this agreement must be sent in writing, unless this agreement or the Code states otherwise
- (b) A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or at our office (in our case) or successfully emailed to the party (which occurs when the sender receives an email sent report to that effect); or
  - (ii) on the date two (2) business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## **17. PERSONAL DATA PROTECTION ACT NOTICE**

By entering into this agreement, you are deemed to have provided us consent to contact you and share all of your relevant information with third parties where required. We will comply with all relevant personal data protection legislation in relation to your personal information. You can find the Personal Data Protection Act at <https://www.pdpc.gov.sg/Legislation-and-Guidelines/Legislation>

## **18. COMPLAINTS AND DISPUTE RESOLUTION**

### **18.1 Complaints**

If you have a complaint relating to the sale of electricity by us to you, or this agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

## 18.2 Our obligations in handling complaints

If you make a complaint, we will respond to your complaint within the required timeframes set out in our Standard Complaints and Dispute Resolution Procedures at [Diamond-Electric.com.sg/resources](http://Diamond-Electric.com.sg/resources) and inform you of the outcome of your complaint and the reasons for our decision.

## 19. FORCE MAJEURE

### 19.1 Effect of force majeure event

If either party to this agreement cannot meet an obligation under this agreement because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome, or minimise those effects.

### 19.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a twenty-four (24) hour telephone service within thirty (30) minutes of being advised of the event or otherwise as soon as practicable.

### 19.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome, or minimise the effects of that event as soon as practicable.

### 19.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 20. APPLICABLE LAW

The laws of Singapore govern this agreement.

## 21. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell electricity to you due to a RoLR event occurring in relation to us, we are required under the Code to provide relevant

information (including your name, billing address, and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event, and this agreement will come to an end.

Please refer to [Diamond-Electric.com.sg/resources](http://Diamond-Electric.com.sg/resources) (Code of Conduct for Retail Electricity Licensees) for more information on the RoLR framework.

No later than twenty-one (21) business days from the RoLR event:

- (a) we will notify you in writing that we are facing a RoLR event; and
- (b) we may notify you in writing (if applicable), if another retailer is willing to accept novation of your agreement (same terms and conditions of your existing agreement with us) and we will seek your agreement to accept the novation within the period of time stipulated by us.

No later than eleven (11) business days from the RoLR event:

- (a) we will notify you in writing of your options to:
  - (i) novate (if applicable) your agreement (same terms and conditions of your existing agreement with us) and we will seek your agreement to accept the novation within the period of time stipulated by us; or
  - (ii) terminate the agreement and enter into a new agreement with another retailer; or
  - (iii) purchase electricity from the MSSL under the DSA framework.

During a RoLR event:

if you do not indicate your preference, you are deemed to have agreed to purchase electricity from the MSSL under the DSA with effect on and from the Default Supply Effective Date.

## **22. DEFAULT SUPPLY ARRANGEMENT**

DSA means the supply of electricity from the MSSL. You will be transferred to MSSL for the purchase of electricity at the applicable tariff. Customers with consumption of 4,000 kWh and below per month, will get transferred to the regulated tariff under SP Group while customers with consumption above 4,000 kWh per month will be transferred to the Wholesale Electricity Price under SP Group. The DSA will take effect when:

- (a) you are eligible to apply to cease your classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, you shall be deemed to have given us consent to apply for cessation of your classification as a contestable consumer with effect from the Default Supply Effective Date.; or
- (b) a RoLR event occurs; or

- (c) you elect not to renew your electricity supply agreement with us; or
- (d) there is an early termination of agreement under clause 4.3.

Please refer to [Diamond-Electric.com.sg/resources](http://Diamond-Electric.com.sg/resources) (Code of Conduct for Retail Electricity Licensees) for more information on the DSA Framework.

## **23. Suspension of Retailer**

In the event we are suspended from participating in the Open Electricity Market:

- (a) We shall honour all contracts that have commenced supply prior to the suspension date.
- (b) Within one (1) business day from the suspension, notify customers with contracts that have yet to commence, of the suspension and provide them the option to terminate the contract without early termination charge or continue with the contract.

## **24. GENERAL**

### **24.1 Our obligations**

Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you to fulfil the obligation.

### **24.2 Amending this agreement**

- (a) we may update this agreement to reflect changes in law or regulations. We will notify you of any changes within seven (7) business days and will also publish amendments to this agreement on our website.
- (b) any amendments to any pricing or payment provisions and/or the term of agreement with a residential customer shall require mutual consent of both parties unless such amendment is required for compliance with the relevant legislation or the Code.

## **25. SIMPLIFIED EXPLANATION OF TERMS**

*Billing Cycle* means the regular recurring period for which you receive a bill from us;

*Business Day* means a day other than a Saturday, a Sunday or a Public Holiday;

*Code* means the Code of Conduct for Retail Electricity Licensees;

*Consumer* means a person who buys electricity from an electricity retailer;

*Default Supply Effective Date* is the date on which the MSSL successfully transfers a customer to a Default Supply Arrangement;

*Designated Retailer* means the responsible retailer for the premises (where you have an existing connection);

*Disconnection* means an action to prevent the flow of electricity to the premises, but does not include an interruption;

*Electricity Laws* means laws and rules relating to electricity and the legal instruments made under those laws and rules;

*GST* is Goods and Services Tax;

*Payment Due Date* means the date that payment for the bill is to be made on or before.

*Pricing and payment Provisions* means the terms and conditions in an agreement pertaining to pricing, security deposit, and applicable charges, including early termination charges, late payment charge, and treatment for over-charging or under-charging.

*Relevant Authority* means any person or body who has the power under law to direct us, including the Energy Market Authority, and the Singapore Police Force;

*Residential Customer* means a person who purchases *electricity* principally for personal, household or domestic use at their premises;

*Retailer* means a person that is authorised to sell *electricity* to contestable consumers;

*RoLR event* means an event that triggers the operation of the Retailer of Last Resort framework whereby we become unable to or lose the right to retail electricity to you by virtue of one or more of the events as per the Code

*Security Deposit* means an amount of money paid to us as security against non-payment of a bill in accordance with the Code;

*Small Customer* means:

- i) a residential customer; or
- ii) a business customer who consumes electricity at or below a level determined by the Code;

*Standing Offer Prices* means tariffs and charges that we charge you for or in connection with the sale and supply of electricity. These are published on our website.

**For further information please contact:**

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