

**APPLICATION FOR DISCONNECTION OF ELECTRICITY SUPPLY**

**PART I – APPLICATION FOR DISCONNECTION OF ELECTRICITY SUPPLY (“APPLICATION”)  
(To be completed by Retailer/ MSSL)**

Meter ID Number(s):		Voltage:	
Premises Address (the “ <u>Installation</u> ”):			
<b>Request for Disconnection of Electricity Supply</b>			
Requested Date for Disconnection  (Subject to SPPG’s Approval)		Requested Time for Disconnection  (Subject to SPPG’s Approval)	*am/pm
Name of Customer (the “ <u>Customer</u> ”):		Electricity Account No:	
Retailer’s/ MSSL’s Authorised Representative:			
Name:			
Contact Number:			
Mailing Address:			
Email Address:			

To: SP PowerGrid Limited  
Attn: Electricity Operations Admin Executive Assistant (EO Admin)

1. As the electrical installation licence (“**Electrical Installation Licence**”) for the Installation has expired on \_\_\_/\_\_\_/\_\_\_ (dd/mm/yyyy), we, the above undersigned for the Installation hereby request SP PowerGrid Limited (“**SPPG**”) to disconnect the electricity supply to the Installation (the “**Disconnection**”).

2. We hereby acknowledge and agree that:

(a) Disconnection Fee

SPPG shall charge a fee of:-

<u>During office Hours ( 8am to 5:30pm )</u>	Fee (Exclude GST)
Disconnection of 1 LT supply connection	\$125.00
Disconnection of 1 HT supply connection	\$225.00

<u>After office Hours &amp; Saturday</u>	Fee (Exclude GST)
Disconnection of 1 LT supply connection	\$300.00
Disconnection of 1 HT supply connection	\$337.50

<u>On Sunday &amp; Public Holiday</u>	Fee (Exclude GST)
Disconnection of 1 LT supply connection	\$400.00
Disconnection of 1 HT supply connection	\$450.00

(the "**Disconnection Fee**"). Price subject to prevailing GST.

The Disconnection Fee (**inclusive of GST**) is payable upon submission of this Application. All Disconnection Fees paid shall be non-refundable.

(b) Disconnection Date/Disconnection Time

(i) The requested disconnection date and disconnection time stated above shall be an indication of our preferred date/timing only and shall be subject to availability/scheduling at SPPG's sole discretion. SPPG shall notify us of the scheduled disconnection date (the "**Disconnection Date**") and disconnection time (the "**Disconnection Time**").

(ii) In the event of any cancellation of the scheduled Disconnection, the Disconnection Fees shall be forfeited in full and a new Application (together with fresh Disconnection Fees) must be submitted by us if we wish to schedule another Disconnection.

3. We hereby represent and warrant as a condition of this Application that: -

- (a) The Customer is a contestable consumer to whom we are currently supplying electricity.
- (b) The Customer's electrical installation is directly connected to SP Group's transmission system.
- (c) We have conducted all necessary checks and confirmed that the Electrical Installation Licence for the Installation has expired on \_\_/\_\_/\_\_\_\_ (dd/mm/yyyy), and the Customer has no intention of renewing the Electrical Installation Licence.

SIGNED by Authorised Signatory  
for and on behalf of \_\_\_\_\_  
(Name of Retailer)  
in the presence of:



\_\_\_\_\_  
Witness' Name:  
Designation:  
Date:

\_\_\_\_\_  
Authorised Signatory's Name:  
Designation:  
Date:

Important Notes:

1. The Application may only be signed by an authorised member of the management staff of the Retailer/MSSL.
2. Please complete and submit the original Application at 2 Kallang Sector Singapore 349277 (Attn: SPPG / EO Admin - Level 6) together with the following:-
  - (a) the original “Deed of Indemnity & Undertaking”; and
  - (b) the Disconnection Fee **(inclusive of GST)** by way of a crossed cheque or cashier’s order made payable to “SP PowerAssets Limited” or such other party as SPPG may direct.and any other documents as may be required by SPPG (collectively, the “**Requisite Documents**”).
3. “**SP Group**” includes Singapore Power Limited and any company that is fully or partially owned by Singapore Power Limited, whether beneficially or otherwise or under its management or control, including all its subsidiaries, affiliates and related companies
4. The requested disconnection date and time are subject to SPPG’s approval.
5. All Applications and Requisite Documents must reach SPPG 10 business days prior to the date requested by the Retailer/MSSL for the proposed Disconnection.

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**PART II - FOR OFFICIAL USE (To be completed by SPPG Only)**

Reference No: DN\_ / 20\_ \_ / 0\_ \_

Original Application Form received	Yes / No
Original Deed of Indemnity & Undertakings received	Yes / No
Cheque for “Disconnection Fee” received and cleared by accounts	Yes / No

Name of SPPG DN Admin: \_\_\_\_\_

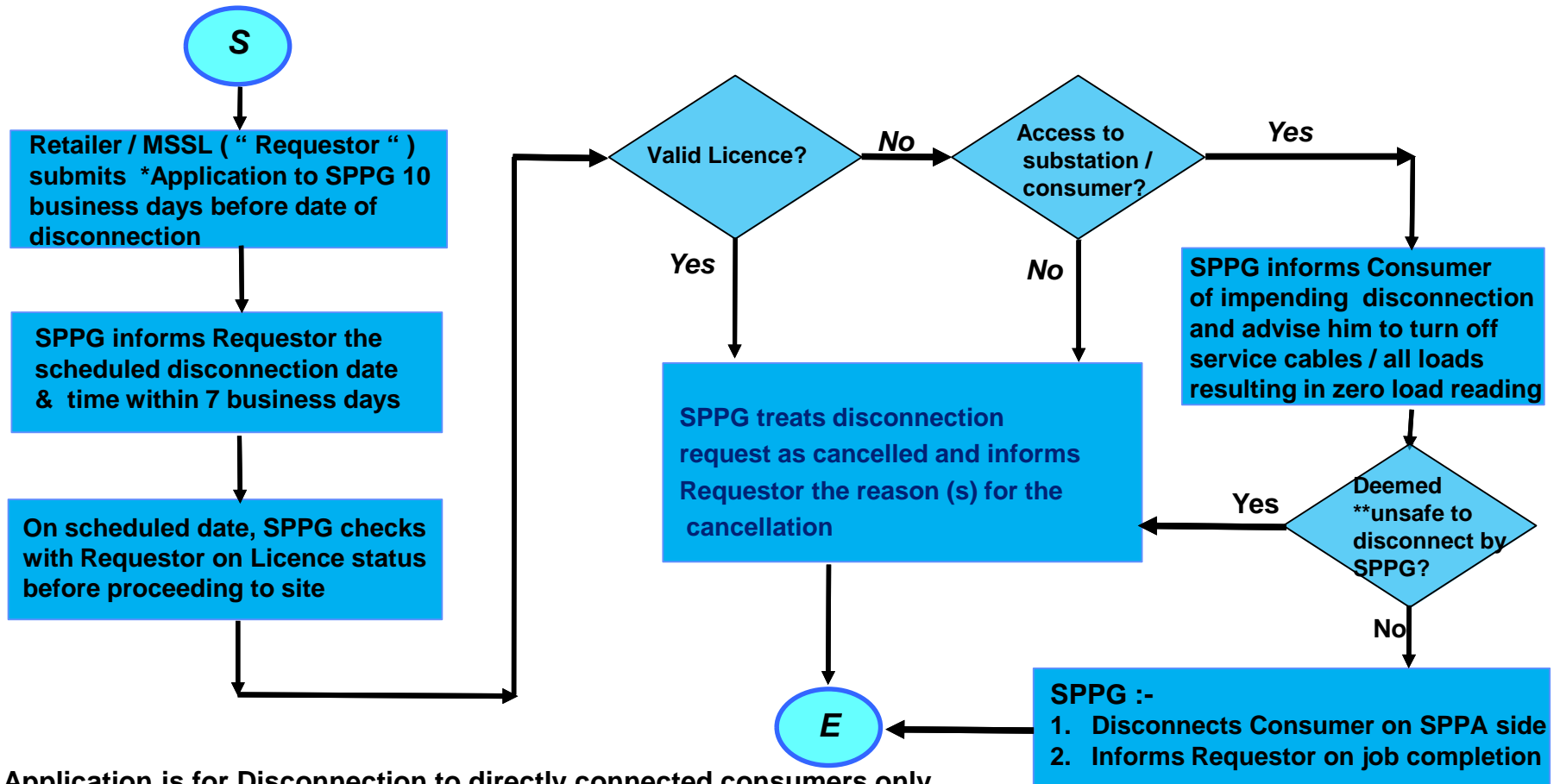
Signature of SPPG DN Admin: \_\_\_\_\_

Date \_\_\_\_\_

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# Involuntary Disconnection

Due to non-renewal of Electrical Installation Licence



\* Application is for Disconnection to directly connected consumers only

\*\* Unsafe means:-

1. load reading >0; or
2. any other observations deemed unsafe by SPPG

## DEED OF INDEMNITY AND UNDERTAKINGS

1. We \_\_\_\_\_ [UEN: \_\_\_\_\_] (the "**Retailer**"), refer to our Application for Disconnection of Electricity Supply (the "**Application**") dated \_\_\_/\_\_\_/\_\_\_\_\_(dd/mm/yyyy) requesting SP PowerGrid Limited ("**SPPG**") to disconnect the electricity supply to the installation at \_\_\_\_\_ (the "**Installation**").

### Definitions

2. Capitalised terms used in this deed ("**Deed**") that are not otherwise defined shall have the meanings given to them in the Application.
3. In this Deed, the following words and expressions shall have the meaning stated hereunder except where the context otherwise requires:

"**Law**" means all applicable laws. This shall include, but is not limited to, any and all existing legislation in Singapore, any and all rules, regulations, codes of practice, by-laws, ordinances, decrees, practice directions, standards of performance and any other requirements of or imposed by any Authorities and all amendments, revisions and/or re-enactments thereto from time to time.

"**SP Group**" includes Singapore Power Limited and any company that is fully or partially owned by Singapore Power Limited, whether beneficially or otherwise or under its management or control, including all its subsidiaries, affiliates and related companies

### Warranties

4. We hereby represent and warrant as a condition of the Application that: -
- (a) The Customer is a contestable customer to whom we are currently supplying electricity.
  - (b) The Customer's electrical installation is directly connected to SP Group's transmission system.
  - (c) We have conducted all necessary checks and confirmed that the Electrical Installation Licence for the Installation has expired on \_\_\_/\_\_\_/\_\_\_\_\_(dd/mm/yyyy) and the Customer has no intention of renewing the EL.

### Undertakings

5. We hereby irrevocably and unconditionally confirm, agree and undertake as follows:-
- (a) This limitation of liability shall not apply to any liability of SPPG stemming from the misconduct or negligence of SPPG, its employees, its agents, or in other circumstances where such liability may not be limited under the law.
  - (b) SPPG, the SP Group and any directors, officers, employees, advisors, agents, representatives, successors and assigns of SPPG and/or the SP Group (collectively the "**Representatives**") shall not be liable to us, the owner of the Installation or any other party, in contract, tort, negligence, breach of statutory duty or otherwise for any losses (direct or indirect), claims, damages, liabilities, costs or expenses of any nature whatsoever, incurred or suffered by us, the owner of the Installation or any other party (including without limitation, any damage to the Installation and the materials/goods/equipment therein) arising from or in connection with the Disconnection.

- (c) SPPG, the SP Group and the Representatives shall not be liable for any personal injury or death of our officers, employees, servants, agents, representatives or sub-contractors howsoever arising except in the case of death or personal injury caused by the negligence or misconduct of SPPG, the SP Group or the Representatives or in other circumstances where such liability may not be so limited under the Law.
- (d) None of the Representatives shall be in any way personally liable for their acts, omissions and/or obligations arising from or in connection with the Disconnection.
- (e) We shall be fully responsible for any of the Customers' feedback/complaints/queries/requests ("**Customer Issues**") and shall, at our own expense, ensure that all Customer Issues are resolved to the satisfaction of the Customers and SPPG. SPPG may (but shall not in any way be obliged to), at its absolute discretion, direct us to respond to the Customer Issues using the information provided by SPPG.
- (f) We shall be liable for and fully indemnify and save harmless SPPG, the SP Group and the Representatives from and against any and all proceedings, actions, claims, demands, liabilities, losses (including for personal injury or death and injury or damage to any property real or personal), damages, fines, penalties, compensations (including payable at Law in respect of any accident, illness or injury to any workman or other person), expenses, charges and costs (including legal costs on a solicitor-client indemnity basis) whatsoever which SPPG, any entity in the SP Group and/or any Representatives may suffer, incur, sustain or be subject to (whether directly or indirectly or consequentially) arising out of, in connection with or in relation to carrying out the Disconnection, unless such injury, damage, loss, fine or penalty was caused by or had arisen directly and solely as a result of a negligent act of SPPG.
- (g) We shall forthwith upon the occurrence of any incident which may give rise to its liability under this undertaking provide a written report to SPPG.
- (h) If any action, claim or proceeding is brought against SPPG, any entity in the SP Group, any shareholders of SPPG and/or any entity in the SP Group and/or any Representatives by any third party arising from or in connection with this Deed unless caused by or arisen as a result of negligence or misconduct of SPPG, its employees or its agents, we shall, at our own expense render to SPPG and/or such entity all assistance that may be required by SPPG and/or such entity, including the provision of such information, manpower and documents that may be required by SPPG and/or such entity. Without prejudice to the generality of the foregoing, we shall, at SPPG's request and/or the request of such entity, defend SPPG and/or such entity against any and all actions or claims. In respect of such actions and/or claims, SPPG and/or such entity shall be represented by counsel of its choice at our expense.
- (i) We shall be fully responsible for all acts, obligations and liabilities whatsoever of our servants, employees, agents, contractors and/or subcontractors arising from or in connection with the Disconnection.
- (j) The acts (including attempted acts) and omissions, whether direct or indirect, of any of our agents, employees, consultants, subcontractors, shareholders, affiliates, subsidiaries or parent companies shall be deemed to be our acts and omissions.

### **Settlement of Disputes**

- 6(a) Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("**SIAC**") for the time being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be in English. In the event that recourse to the courts shall be necessary for the purpose of determining any question of law required to be determined for arbitration, the parties hereto hereby submit to the exclusive jurisdiction of the courts of Singapore, agree not to commence any suit, action or proceeding relating thereto

except in such courts, and waive, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such courts on the basis of any objection to personal jurisdiction or venue. The decision of the arbitrator shall be final and binding on the Parties and may be used (without limitation) as a basis for judgment in any country which has ratified the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

**Governing Law**

7. This Deed shall be governed by the laws of Singapore.

**General**

- 8. No failure or delay by SPPG in exercising any right, power or privilege under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.
- 9. Neither party shall not assign or transfer its rights or obligations contained in this Deed or any interest therein without the prior written consent of the other.
- 10. This Deed shall be binding on and shall ensure for the benefit of the successors and assigns of the Retailer and SPPG.
- 11. No variation, modification or amendment to this Deed shall be valid or binding except in writing and executed by both the Retailer and SPPG.
- 12. If any provision of this Deed is held to be void, illegal or unenforceable under any applicable law in any jurisdiction, the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction shall not in any way be affected or impaired and shall remain in full force and effect.
- 13. For the purposes of the Contracts (Rights of Third Parties) Act (Cap.53.B) of Singapore, the undertakings and obligations given by the Retailer under this Deed shall additionally be for the benefit of the SP Group.

**IN WITNESS WHEREOF** the common seal of \_\_\_\_\_ (the Retailer) was hereto affixed the day and year first above written.

Signed, seal and delivered by \_\_\_\_\_  
**(Name of Retailer)** }  
in the presence of:

\_\_\_\_\_  
Witness's Name:  
Designation:  
Date:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary