



# **Business Standard Terms & Conditions for Electricity Retail Contract**

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FLOENERGY.SG

Flo Energy  
Singapore Pte. Ltd.

UEN/GST Reg No

202006009E

Retail License

EMA/RE/041

270 Middle Road

#02-01

Singapore 188993

+65 6223 1000

hello@floenergy.sg

www.floenergy.sg

Operating Hours:

Mon–Fri: 9am–6pm

Closed on Sat, Sun & PH

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# Business Standard Terms & Conditions for Electricity Retail Contract

## 1 About This Document

This document sets out the standard terms and conditions on which we, the Retailer, agree to sell electricity and related services to you, the consumer identified in the Application. The terms set out in this document and the Application comprise the terms of the binding agreement between you and us for the retail of electricity by us to you. You agree to pay the amounts billed by us under this Contract, and to comply with this Contract and the Rules.

We will only retail electricity to a consumer in accordance with the Code. Unless expressly specified otherwise, the provisions of the Code shall apply to the retail of electricity to you.

This Contract does not cover the physical connection of the Premises to the Network, including any metering equipment and the maintenance of that connection and the physical supply of electricity to the Premises. This is the role of the SP Group, and covered under a separate agreement between SP Group and you.

Unless otherwise stated or the context otherwise requires, the terms and expressions used in this Contract have the meanings given to them in **Clause 19**.

## 2 The Term of This Contract

The term of this Contract commences on the “Agreement Date” stated in the Application (“**Contract Start Date**”), and ends on:

- (a) where your Contract Duration is for a specified fixed term, the last day of the Initial Term, unless the term is renewed; or
- (b) where your Contract Duration is not for a specified fixed term (or no Contract Duration is specified in the Application), on the date this Contract is terminated in accordance with the terms of this Contract,

(such term, the “**Term**”).

You agree that we may (and you hereby permit us to) notify the MSSL that you will commence purchasing electricity from us as from the “Supply Start Date” stated in the Application.

In case you were not able to provide us with the required information to process your Application and transfer your accounts from the SP Group or any other electricity retailer to us, the actual Supply Start Date may be later than the Contract Start Date (which may or may not result in the last day of the Term being a later date).

We will notify you (via email or otherwise) of the status of the transfer of your account to us in accordance with the Code. If the transfer is unsuccessful, we will inform you of the action(s) required on your part to make the transfer successful, and an indication of the next transfer date. If the transfer is successful, we will inform you of your Supply Start Date and thereafter, your billing period.

You acknowledge and agree that we may immediately proceed to make such arrangements as we may at our sole discretion consider appropriate to enable us to fulfil your requirements for electricity (including the supply of electricity inline with the Declared Monthly Consumption (kWh)) as from the Supply Start Date (and which will entail us incurring or committing to incur significant costs). You agree to do all acts and things as may be necessary and/or required by us and/or the MSSL to ensure that the transfer of your account to us and the supply of electricity by us is successful.

### 3 Automatic Renewal of Contract

Where the term of this Contract is subject to automatic renewal (as indicated in the Application), the Term shall be automatically renewed for successive terms each equal to the duration of the Contract Duration (each such renewed term, the “**Extended Term**”), upon the expiry of the Initial Term or any Extended Term. The Term will not be automatically renewed if the Application does not indicate that it will be automatically renewed.

If automatic renewal is applicable, we will send you a renewal reminder at least 10 business days before the last day of the Initial Term or any Extended Term. If you wish to continue with the same price plan, simply do nothing and the Term will automatically be renewed for another contract term of the same Contract Duration.

Each Extended Term commences on the day after your current term ends. You agree that the electricity rate applicable for each Extended Term shall be revised to the prevailing rate of the same standard price plan published on our website as at the point of renewal, and the terms and conditions of this Contract that apply for the duration of the Extended Term shall be the prevailing terms and conditions set out for such standard price plan as published on our website. We will publish revised and updated versions of the applicable terms and conditions on our website. We may vary our available price plans from time to time. The price plans made available by us from time to time are generally published on our website. In the event that a particular price plan is no longer offered by us, the applicable electricity rate and terms and conditions that apply for the Extended Term shall be the next nearest alternative price plan similar to the original price plan. The renewal reminder will contain the prevailing electricity rate and the terms and conditions that shall apply for the Extended Term.

You may request a renewal of the Term on a different price plan (as set out on our website or otherwise) by giving written notice to us no later than ten (10) business days prior to the end of the Term. We may at our sole discretion agree to such request, in which case, the electricity rate and terms and conditions of this Contract that applies for the duration of the Extended Term shall be the prevailing rate and terms and conditions of such different price plan notified by us to you.

Our prevailing electricity rate which applies for any Extended Term that is automatically renewed shall be strictly better than the prevailing tariff as may be set from time to time by the MSSL for non-contestable consumers or any published change to such tariff at the point of renewal. The provisions in this Contract relating to pricing, security deposits and applicable charges, excluding the electricity rate and any one-off pricing rebate, discount or incentive, which applies for such Extended Term that is automatically renewed shall be the same or better than those in effect prior to renewal.

If you do not wish to proceed with the renewal of the Term, you must notify us in writing at least 10 business days prior to the last day of the Initial Term or the Extended Term (as the case may be). In that case, the Term will not be renewed and will expire on the last day of the Initial Term or the Extended Term (as the case may be).

If the Term is automatically renewed or if you renew the Term on a different price plan with our agreement, you may terminate the Term and transfer to another electricity retailer or the SP Group within 30 calendar days following the start of the applicable Extended Term without paying an early termination charge, by giving us at least 30 calendar days’ prior written notice.

We may notify you at any time prior to the expiry of the Initial Term or any Extended Term that the Term shall not be renewed. In that case, the Term will not be renewed and will expire on the expiry of such Initial Term or Extended Term (as the case may be). You have the option to engage another electricity retailer for the supply of electricity to the Premises. If we do not receive a notification from the MSSL that you will be transferred to a new electricity retailer, we will transfer your account back to the MSSL, and this transfer takes effect the day after the expiry of such Initial Term or Extended Term (as the case may be).

### 4 Vacating the Premises

If you are moving and vacating the Premises, you must give us at least 30 business days’ prior written notice. The notice shall state:

- (a) whether you request for us to continue to retail electricity to you (at your new premises) for the remainder of the Term, or if you will make your own arrangements for your new premises and the Term is to be terminated;



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- (b) your new address (so that we may send you a final invoice if the Term is to be terminated or for the purposes of continuing the Term at your new premises); and
- (c) the date on which you will vacate the Premises and therefore no longer need electricity (which shall be at least 30 business days after the date of the notice).

If you request to continue the Term at your new premises, we will notify you in writing if the Term may be continued at your new premises and any other applicable terms or charges that may apply to such continuation.

We may, at our sole and absolute discretion, decline to continue the Term at your new premises, and in making such determination, we may take into account the load profile of your new premises.

If:

- (i) you state in your notice that you do not wish to continue the Term at your new premises; or
  - (ii) we do not agree to continue the Term at your new premises,
- you will be deemed to exercise your right to terminate the Term pursuant to **Clause 13.2(a)**. The Term will terminate on the date you vacate the Premises (as notified in paragraph (c) above). Where your Contract Duration is for a specified fixed term and the Term ends earlier than the scheduled expiry of the Contract Duration, you will be liable for an early termination charge as stipulated in **Clause 13.2(b)**.

If we continue to retail electricity to you at your new premises, the supply start date at your new premises will be the day immediately after the date you vacate the Premises (as notified in paragraph (c) above) unless otherwise agreed by us.

In the absence of you providing us with your new address, we are entitled to rely on the last address provided to us for the purposes of this Contract, including **Clause 9** and **Clause 18.5**.

When we receive your notice that you are vacating the Premises, we will send an account closure request to SP Group, with an effective date of closure being the date you vacate the Premises (as notified in paragraph (c) above). We will bill you on any account closure fee imposed by SP Group. For the avoidance of doubt, even if you elect to continue the Term, there will be a closure of the account in respect of the Premises. Upon closure of your account, we shall send a final invoice to you (in respect of the Premises) at the forwarding address stated in your notice, which will also include any applicable charges for early termination.

You must provide us, if we so ask, with evidence that you will cease to reside at or occupy the Premises.

## 5 Consumption Obligations

### 5.1 Volume Variation Clause

This **Clause 5.1** shall apply if the “Volume Variation Clause” in the section titled “Contract Details” in the Application applies.

If, in any month, the consumption of electricity at the Premises:

- (a) is at least the Minimum Consumption Obligation does not need exceed the Maximum Consumption Limit, the applicable electricity charge for the electricity consumed shall be the Contracted Price;
- (b) is less than the Minimum Consumption Obligation, you shall nevertheless be deemed to have consumed the Minimum Consumption Obligation in that month and you will be charged for the Minimum Consumption Obligation at the Contracted Price; or
- (c) exceeds the Maximum Consumption Limit, the applicable electricity charge for the electricity consumed in excess of the Maximum Consumption Limit shall be the prevailing half-hourly Uniform Singapore Energy Price (USEP).

### 5.2 Threshold Consumption

You agree that, during the Term, the average monthly consumption of electricity at the Premises (calculated over a continuous period of three months and based on our invoices to you) must be at least 25 per cent. of the Declared Monthly Consumption, failing which, we may terminate the Term pursuant to **Clause 13.1(f)**.



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## 6 Privacy Policy & Your Information

You warrant that any and all personal data made available by you or on your behalf (including personal data of any of your officers, employees, agents, consultants, professional advisors, contractors and/or representatives) to us (and/or any of our officers, employees, agents, consultants, professional advisors, contractors and/or representatives) in connection with this Contract is true, accurate and complete, and you have obtained the prior consent of the relevant third parties for us (and/or any of our officers, employees, agents, consultants, professional advisors, contractors and/or representatives) to collect, use and disclose such personal data for the purposes of us performing our obligations under this Contract and/or to comply with all applicable laws (including the Personal Data Protection Act 2012), or otherwise in accordance with our Cookie Policy and Personal Data and Privacy Policy (collectively the “**Privacy Policy**”) (as may be amended by us from time to time), and we (and/or any of our officers, employees, agents, consultants, professional advisors, contractors and/or representatives) need not take any further action, carry out any further activity, or change any of our procedures or processes, to enable us (and/or any of our officers, employees, agents, consultants, professional advisors, contractors and/or representatives) to collect, use and disclose such personal data for such purposes. Our Privacy Policy is accessible at [www.floenergy.sg](http://www.floenergy.sg).

You acknowledge and agree that we require your complete and accurate information (including personal data) and it is necessary for us to establish or verify your identity to a high degree of fidelity for the purposes of this Contract, and you undertake to provide such complete and accurate information to us.

You agree to keep your contact details (including your email address and telephone number) up to date by promptly informing us of any changes to your contact details in accordance with our Privacy Policy.

## 7 Exclusion of Liability and Indemnities

### 7.1 Exclusion of Liability

We do not generate, transmit, distribute or control the supply of electricity and therefore cannot guarantee that the supply of electricity will be uninterrupted. Do note that the reliability of your electricity supply would be the same even if you choose to purchase electricity from another electricity retailer.

To the maximum extent permitted by applicable laws, you agree that we shall not be liable to you, or any of your related corporations or any of your or your related corporations’ officers, employees, agents, consultants, professional advisors, contractors and/or representatives or any other person for any loss, damage, claim, action, judgement, suit, cost, expense, disbursement, injury or other liabilities which you, or any of your related corporations or any of your or your related corporations’ officers, employees, agents, consultants, professional advisors, contractors and/or representatives or any other person may incur or suffer whatsoever, whether arising out of or in connection with our services rendered or any electrical installation, connection, equipment or apparatus or the supply of electricity to the Premises (including as to its quality, fitness for any purpose, safety, that it will meet any specifications in any way or any failure, interruption, reduction, fluctuation or termination of such supply, howsoever caused) or otherwise. Any statutory or implied representations, conditions and warranties are expressly excluded.

Without prejudice to the limitations and exclusions of liability in this Contract, you agree that under no circumstances shall our aggregate liability to you, or any of your related corporations or any of your or your related corporations’ officers, employees, agents, consultants, professional advisors, contractors and/or representatives or any other person under, arising out of, or in connection with this Contract (whether in contract, tort or any other cause of action, including any termination of the Term or the occurrence of any RoLR Event), exceed the Total Liability, and you agree to waive and release us from any and all liabilities to the extent that such liabilities exceed (or would exceed) the Total Liability. The “**Total Liability**” means the lower of:

- (a) The aggregate sum of all fees paid by you to us under this Contract in the last six (6) months; or
- (b) S\$20,000.



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We shall not in any event be liable to you for any consequential or indirect loss, loss of revenue, loss of profit, loss of business, loss of goodwill, loss of anticipated savings, loss of reputation or business contracts, any punitive, special or exemplary damages, or any other form of pure economic loss, whether or not caused by any breach of any party's obligations under this Contract.

Nothing in this Contract shall exclude or limit any liability that cannot be excluded or limited by applicable laws. Nothing in this Contract shall prejudice or affect any of our rights and powers under applicable laws.

## 7.2 Indemnities

You shall indemnify and hold us harmless against any losses, damages, claims, actions, judgements, suits, costs, expenses, disbursements, injuries or other liabilities whatsoever incurred or suffered by, or brought against, us arising out of or in connection with any act, omission, default or negligence by you, or any of your related corporations or any of your or your related corporations' officers, employees, agents, consultants, professional advisors, contractors and/or representatives (including any breach by you of your obligations under this Contract).

## 8 Price for Electricity and Other Services

### 8.1 Price plans, fees and charges

Information on your price plan, and the fees and charges applicable to you, are generally set out in the Application and the fact sheet provided to you in connection with the Application (if any). Our tariffs and charges under this Contract are based on our price plans available to you at the point in time when you contract with us (or the point in time when the Term is renewed, as the case may be).

We shall invoice you solely based on consumption data provided by the MSSL. The metering data (subject to necessary adjustments or re-readings by the MSSL) shall be conclusive and binding.

Unless otherwise stated in the Application, electricity usage, Third-Party Charges and other miscellaneous charges applicable (e.g. Pool Plan Management Fees (if you opted for Flo Business Pool plan), Tenant Management Fees, etc) billed to you will be based on the metered quantity of electricity consumed with the application of the applicable transmission loss factor (as determined by SP Group and approved by the Authority).

You shall be solely liable for and pay any taxes (including goods and services tax) which may be imposed or levied under any applicable law in respect of the retail of electricity to you or any amounts paid or payable under this Contract.

We will bill you for any non-recurring (ad-hoc) charges stipulated in this Contract or imposed by SP Group should such charges apply to you (for example, meter installation charge, meter testing charge, account closure charge, and manual meter reading).

We are not responsible for any charges which you are required to pay to any previous electricity supplier (including any early termination charges).

### 8.2 Changes in pricing and terms

Except as expressly provided in **Clause 3**, we do not allow for any change of price plan if you have chosen any of our fixed price plans or discount off tariff plans with a fixed Contract Duration.

If you have opted for a Flo Business Discount (a discount off tariff plan) and the SP Regulated Tariff applicable to you changes during a billing cycle, we will calculate your invoice for that billing cycle on a proportionate basis (based on the number of days in that billing cycle for which the previous and new SP Regulated Tariff applied respectively).



For any other non-fixed price plans or discount off tariff plans without a fixed Contract Duration, we may at our sole discretion agree to your request for a one-time change of price plan provided your request is made within 1 month following the Contract Start Date, and you agree to forfeit all promotions of the existing plan and to commence the new plan at a future date agreed between you and us with the new set of terms and conditions, and for a new Contract Duration.

During the Term, if there is any newly introduced Third-Party Charge(s), or any increase to the Third-Party Charge(s), you agree to bear such new Third-Party Charge(s) or increase to the Third-Party Charge(s). We will bill you for such new or increased Third-Party Charge(s) without any mark-up.

### 8.3 Renewable Electricity Certificates (RECs)

Our published prices are inclusive of Renewable Electricity Certificates (“RECs”). Therefore, we will not bill you separately or charge you an additional fee for RECs.

We will report to you annually (via email or otherwise) the amount and the source (the generation source, for example, solar, wind or hydro) of RECs that we had purchased in relation to your electricity consumption.

RECs directly rewards and supports the development of more renewable power generation in the region. This will be a direct reward (a financial incentive) for electricity facilities to produce renewable energy in nearby countries (e.g. Vietnam and Malaysia where there is more land), and in Singapore (e.g. by way of floating solar plants).

We only buy RECs from renewable energy generation facilities that comply with and are registered by internationally recognised standards (including but not limited to the International REC Standard (I-REC) and APX (TIGR).

### 8.4 Promotions

We may offer rebates, prizes, gifts, vouchers, discounts, promotions and/or other incentives from time to time, subject to such eligibility criteria and terms and conditions as may be prescribed by us at our sole discretion. Such incentives may be subject to validity periods, and made available on a “while stocks last” basis.

Any rebates to be provided pursuant to this Clause will be credited to your electricity bill to offset amounts payable by you, and are not exchangeable for cash.

Our decision on all matters relating to any rebates, prizes, gifts, vouchers, discounts, promotions or other incentives is final and binding. We reserve the right to alter, withdraw or discontinue any rebates, prizes, gifts, vouchers, discounts, promotions or other incentives at any time without notice or liability to you.

## 9 Billing

### 9.1 General

We will send an invoice to you as soon as practicable after the end of each billing cycle. We will provide separate invoices for each of the Premises (if applicable). All invoices issued by us to you shall include, without limitation, such information and terms as may be prescribed by the Authority.

We will send the invoice:

- (a) to you at the email address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

You agree that we are not required to provide you with any hard copies of the invoices issued to you.





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We will invoice you only for the Term. Upon the expiry or termination of the Term, we will issue the final invoice to you within 12 business days after receiving the invoice from SP Group on your usages and charges. If we are unable to issue the final invoice to you within such period, we will notify you (via email or otherwise), within the same period, of the expected date of issuance of the final invoice.

## 9.2 Calculating the invoice

The invoices that we send to you will be calculated based on (and set out) the following:

- (a) the amount of electricity consumed at the Premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules);
- (b) the Pool Plan Management Fee (if you opted for Flo Business Pool plan);
- (c) the fees and charges for any additional goods/services provided to you;
- (d) the charges payable for services provided by SP Group, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with SP Group;
- (e) if applicable, the Security Deposit to be provided pursuant to **Clause 12**; and
- (f) any applicable ad-hoc charges pursuant to **Clause 8.1** or elsewhere in this Contract.

## 9.3 Estimating the electricity usage

The MSSL may estimate the amount of electricity consumed at the Premises if your meter cannot be read or if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty).

If the MSSL estimates the amount of electricity consumed at the Premises to calculate an invoice, we shall:

- (a) clearly indicate the usage graph on the invoice that it is an estimated amount, and
- (b) when your meter is later read by the MSSL, we will adjust your next invoice for the difference between the estimated and the actual electricity used based on the latest consumption information provided by the MSSL.

If we have undercharged you in any invoice, we will include such charges in a subsequent invoice to you for settlement.

Where you have been overcharged in any invoice and you have already paid the overcharged amount, we will credit that amount in your next invoice upon discovery.

If your account with us has closed and full settlement of the final invoice has been made, any subsequent debit and credit adjustment posted into your account will be processed in accordance with **Clause 12**.

## 9.4 Reviewing your invoice

If you disagree with the amount you have been charged, you can contact us and provide us with details for our review.

If you ask us to, we will arrange with SP Group for a check of the meter reading, metering data, or for a test of the meter in reviewing your invoice. You will be liable for the cost of the check or test, and we may request payment of such costs in advance. However, if the meter or metering data proves to be faulty or incorrect, we will reimburse you an amount equal to such costs which we have received from SP Group.

While your invoice is being reviewed, you are still required to pay all charges from us that are due for payment. If required, we will make the necessary adjustments in a subsequent invoice once SP Group has confirmed your usage.



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## 9.5 Your historical billing information

We provide you with online access (via our Flo Account Dashboard) to your past (if applicable at least 12 months) invoices.

## 10 Paying Your Invoice

### 10.1 What you have to pay

You are responsible for paying the amount shown on each invoice by the due date for payment stated on the invoice ("**Due Date**"). Unless otherwise stated in the Application, we will give you at least 7 calendar days from the date of the invoice to make payment of the invoice.

Unless otherwise approved by us, all payments shall be made via the accepted payment methods listed in the Application or on our website. For more details, you can refer to [www.floenergy.sg/business/payment](http://www.floenergy.sg/business/payment).

### 10.2 Issue of reminder notices

If you have not paid your invoice by the Due Date, we will send you a reminder notice (via email or otherwise) within two calendar days following the Due Date that you are required to make payment of the invoice.

### 10.3 Difficulties in paying

Suppose you are having trouble paying your invoice. In that case, you should contact us immediately (and we may assist you, for example, by discussing with you ways to reduce your expenditure or the payment methods available to you). We may transfer your accounts with us to SP Group temporarily until such time you have fully paid up your outstanding invoices. You will continue to receive electricity supply from SP Group unless you have also breached your obligations with them.

### 10.4 Late payment fees

If you do not pay your invoice on time, we shall be entitled to charge late payment interest of 1% of the outstanding unpaid amount per month, as from the Due Date until the date the amount is paid. Such interest shall be calculated on a daily basis and shall accrue before as well as after any judgment.

### 10.5 Payment rejection

We reserve the right to charge and you agree to pay us a fee of S\$1.00 for each GIRO instruction rejection. You agree to pay us a fee of S\$5.00 for each credit card or debit card instruction rejection. The applicable fee shall be imposed if the payment fails to be effected for any reason, including insufficiency of funds in your bank account.

Where payment by you is to be made via Credit Card (where such mode of payment has been approved by us), we reserve the right to suspend this mode of payment if your Credit Card limit has been reached or the Credit Card issuer does not approve the Credit Card transaction for any reason whatsoever. In such event, you shall directly make payment via PayNow or Bank Transfer (or such other means as we may approve) within 7 calendar days following the date of our notification of the failure of payment.

## 11 Meters

You agree to provide safe and unrestricted access to the Premises at all times to us, any of our officers, employees, agents, consultants, professional advisors, contractors and/or representatives, and/or any other persons who have the right or obligation under applicable laws to read, install, maintain, examine, repair, replace, inspect and/or test the meters and/or associated metering equipment.



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SP Group carries out meter reading in accordance with their meter reading schedule, and they will estimate your usages if required in compliance with the Rules. You acknowledge and agree that the MSSSL is responsible for meter reading and meter data management in accordance with applicable laws, and we shall have no liability whatsoever to you in connection with such matters.

## 12 Security Deposits

We may require that you provide a Security Deposit. The circumstances in which we may require you to provide a Security Deposit and the maximum amount of the Security Deposit are governed by the Rules. The Security Deposit amount (if any) is stated in the Application.

Unless otherwise approved in writing by us, the amount of the Security Deposit will be invoiced in the first invoice issued to you under this Contract. You shall furnish us with the Security Deposit by the due date for payment stated on the invoice. We safeguard all security deposits collected from consumers.

We may at our sole discretion approve the provision of the Security Deposit by way of a banker's guarantee in such form and from such guarantor as we may approve.

We may set off the Security Deposit provided by you against any amount payable by you to us (whether under the Contract, as damages or otherwise). Your liability to us is not limited by the amount of the Security Deposit. We may from time to time review and adjust the amount of the Security Deposit, subject to the provisions of the Rules. If the Security Deposit is for any reason less than the amount required by us, you shall pay us the amount requested by us within **7 calendar days** of our request.

If you do not provide us with the Security Deposit as required under this Contract by the due date for the provision of the Security Deposit, we may terminate the Term pursuant to **Clause 13.1**.

Any credit balance after offsetting any or all amounts payable by you to us against your Security Deposit shall be refunded to you within 1 month following your full settlement of the final invoice, without interest.

## 13 Termination / Discontinuation of Supply

### 13.1 When can we terminate/arrange for discontinuation?

You expressly agree that we shall be entitled to terminate the Term by giving you at least 10 business days' prior written notice, and to transfer your accounts to SP Group for their further action (which may include the disconnection of supply), if:

- (a) you have not paid any invoice on time;
- (b) you do not provide the Security Deposit as required pursuant to **Clause 12**;
- (c) we have reason to believe that you may have damaged or tampered with your metering equipment (or any associated equipment or apparatus);
- (d) you do not give access to the Premises to read a meter (where relevant);
- (e) there has been illegal or fraudulent diversion, extraction, use or consumption of electricity at the Premises;
- (f) you commit any breach of the Rules and/or this Contract and do not remedy such breach within five (5) days after being served with a notice from us;
- (g) subject to the Insolvency, Restructuring and Dissolution Act 2018, you cease or threaten to cease business, become insolvent, have a provisional liquidator, manager or receiver appointed over the whole or any part of your assets, enter into any general assignment or composition for the benefit of creditors, or have an order made or resolution passed for you to be wound up or if an order is made for the appointment of a judicial manager;
- (h) you provide or have provided any incomplete or inaccurate personal data to us, or any person wishes to withdraw any consent in respect of any personal data provided to us which we require for the purposes of this Contract;
- (i) the Premises are disconnected from the Network; or
- (j) we are otherwise entitled or required to do so under this Contract, the Rules, by applicable laws, or any supervisory or regulatory body.

Our notice to you shall state the effective date of termination and the reason(s) for termination.



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Retail License

EMA/RE/041

270 Middle Road  
#02-01  
Singapore 188993

+65 6223 1000  
hello@floenergy.sg  
www.floenergy.sg

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## 13.2 Termination and early termination charges

- (a) You may terminate the Term at any time by giving us at least 30 days' prior written notice.
- (b) Where your Contract Duration is for a specified fixed term and the Term is terminated by us due to any breach by you of this Contract or the Term is terminated by you pursuant to **Clause 4 or Clause 13.2(a)** in each case, before the expiry of the Initial Term or any Extended Term (as the case may be):
  - (i) you will have to pay an early termination charge (in the amount derived by the calculation methodology, or the fixed charge, as stated in the field titled "Early Termination Charge" in the Application);
  - (ii) you must pay us any costs incurred by us in discontinuing the arrangements relating to the retail of electricity to you under this Contract (including any costs incurred by us arising out of or in connection with the disconnection or reconnection of the Premises to the Network);
  - (iii) you must pay us the full value of any rebates, prizes, gifts, vouchers, discounts, promotions or other incentives which had been provided to you in connection with this Contract (which amount shall be notified by us to you); and
  - (iv) such amounts shall be charged to you in your final invoice.
- (c) Where your Contract Duration is not for a specified fixed term (or no Contract Duration is specified in the Application), no early termination charge will be payable by you.

The expiry or termination of the Term shall not affect any rights or liabilities of the parties which accrued or were incurred prior to such expiry or termination.

## 14 Intermittent Generation Source ("IGS")

You must inform us if you are a consumer with IGS or if you install an IGS any time after the execution of this Contract. An IGS includes renewable energy generation sources (such as solar and wind energy), where the power output fluctuates depending on the weather and environmental factors. We reserve the right to pass through all additional charges arising from the installation of IGS to you.

## 15 Complaints and Dispute Resolution

### 15.1 Complaints

If you are not happy with our service, you can make a complaint by calling us at 6223 1000 or emailing us at hello@floenergy.sg.

We will respond to your complaint within 10 business days and inform you of the outcome of your complaint and the reasons for our decision.

If you are not satisfied with our response, you may refer the complaint to the Consumer Association of Singapore (CASE) or the Singapore Mediation Centre (SMC) in accordance with **Clause 15.2**.

### 15.2 Dispute Resolution

The parties agree that before referring any Dispute to formal mediation, each party will, within 30 days of such party becoming aware of the Dispute, use reasonable endeavours to resolve the Dispute through amicable discussions.

For purposes of such amicable discussions, you may contact our Customer Care officers as the first point of contact. If the Dispute cannot be resolved by amicable discussions, the parties agree to attempt to resolve the Dispute through formal mediation at SMC or CASE, or such other recognised mediation centre in Singapore as you may elect, in accordance with their respective prevailing prescribed forms, rules and procedures.



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If the dispute cannot be resolved by mediation, either party may refer such Dispute for resolution exclusively to the courts of Singapore, and the parties hereby submit to the exclusive jurisdiction of the courts of Singapore.

If the dispute involves the MSSL or the Transmission Licensee, we shall use reasonable endeavours to facilitate the resolution of such a dispute between you and the MSSL or the Transmission Licensee (as the case may be).

## 16 Force Majeure

Neither party ("**Affected Party**") shall be liable for any failure to perform any of its obligations under this Contract (except any obligation to make payment of a sum of money which is due and payable under this Contract) if the performance is prevented, hindered or delayed by a Force Majeure Event (as defined below). In such event, such obligations shall be suspended for so long as the Force Majeure Event continues. The Affected Party shall use its best endeavours to give the other party prompt notice of the occurrence of the Force Majeure Event.

A "**Force Majeure Event**" means, in relation to an Affected Party, any event or circumstance, or combination of events or circumstances, or the effects thereof, that is beyond the reasonable control of the Affected Party and arises not as a result of the negligence or wilful default of the Affected Party, and includes acts of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil disobedience or disturbances, vandalism or act of terrorism; strikes, lockouts, restrictive work practices or other labour disturbances; unlawful arrests or restraints by governments or governmental, administrative or regulatory agencies or authorities; orders, regulations or restrictions imposed by governments or governmental, administrative or regulatory agencies or authorities unless such orders, regulations or restrictions are the result of a violation by the Affected Party of a permit, licence or other authorisation or of any applicable law; epidemics, pandemics (including the COVID-19 pandemic) and such measures (including any quarantine order, restriction on movement, or prohibition of working at site) imposed by any governmental, administrative or regulatory agencies to curb the spread of such epidemic or pandemic; acts of God including lightning, sandstorms, earthquake, fire, flood, landslide, inclement weather with unusually heavy or prolonged rain or lack of water due to weather or environmental problems; and interference or disruptions to the use of electricity and the transmission or electricity arising from any of the foregoing events or any act or omission of a third party for whom we are not responsible, provided however, for greater certainty, that (i) the lack of or insufficiency or non-availability of funds shall not constitute a Force Majeure Event; and (ii) an act of a party which is carried out in accordance with the Rules shall not constitute a Force Majeure Event in respect of the other party.

## 17 Retailer of Last Resort Event (RoLR)

When a RoLR Event occurs, this means that we are no longer entitled by law to sell electricity to you.

Within 1 business day from the RoLR Notice, we will notify you in writing (via email or otherwise) that we are facing an impending RoLR Event (and publish the same notification on our website).

Thereafter, no later than 11 business days prior to the date of occurrence of the RoLR Event, we shall notify you again (via email or otherwise) that you have the option to:

- (i) if another electricity retailer has agreed to the novation of the contract on the same (or better) terms and conditions, novate the contract to that electricity retailer;
- (ii) terminate your current contract with us and enter into a new contract with another electricity retailer; or
- (iii) purchase electricity from the MSSL under the Default Supply Arrangement.

You are required to respond to us with your election of the options set out above no later than 7 business days prior to the date of occurrence of the RoLR Event. If you fail to respond to us with your election within such period, or if you elect to novate this Contract to another electricity retailer but that option ceases to be available, the Default Supply Arrangement will apply.

For the avoidance of doubt, the physical supply of electricity to you will not be affected irrespective of the option that you have elected for.



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In the case of an RoLR Event, unless you contract with and are successfully transferred to another electricity retailer or the MSSL prior to the Default Supply Effective Date (as defined in the Rules), you shall be deemed to have agreed to purchase electricity from the MSSL under the Default Supply Arrangement with effect on and from the Default Supply Effective Date. You shall be deemed to have given your consent to us to apply for the cessation of your classification as a contestable consumer with effect on and from the Default Supply Effective Date (if you are eligible to apply to cease your classification as a contestable consumer under the Rules).

Upon the occurrence of a RoLR Event, we are required by the Authority to transfer your contact information (including but not limited to mailing address, electronic mailing address and telephone number) within two business days to the MSSL to facilitate the implementation of the Retailer of Last Resort (RoLR) Framework.

You hereby consent to us providing all requisite information (including your name, billing address and contact details) to the MSSL or the electricity retailer who is willing to accept novation of this Contract on the same (or better) terms and conditions.

The Term will terminate upon your account being successfully transferred to another electricity retailer or the SP Group. You will not be liable for any early termination charges arising from the RoLR Event. However, you will still be liable for any lawful charges incurred up to the day immediately preceding the Default Supply Effective Date.

Where the Contract Duration is for a specified fixed term and the Term is terminated pursuant to this **Clause 17**, you shall be entitled to receive an early termination charge (in the amount derived by the calculation methodology, or the fixed charge, as stated in the field titled "Early Termination Charges (SGD)" in the Application or Fact Sheet (if applicable)).

## 18 General

### 18.1 Governing law.

This Contract shall be subject to and governed by the laws of Singapore.

### 18.2 Third party rights.

A person who is not a party to this Contract is not entitled to enforce any of the terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act 2001.

### 18.3 Assignment or Transfer

To the fullest extent permitted under applicable law, we may assign, transfer or otherwise deal with any or all of our rights and obligations under this Contract (including the right to receive any payments due to us) to any other person holding the requisite licences with your consent or otherwise as permitted under the Rules. We will notify you of any such assignment or transfer.

You agree to execute and deliver such documents, and do such acts and things, as we may require in relation to such assignment or transfer and/or for us to be discharged from all further obligations to you.

### 18.4 Miscellaneous Provisions

Each party acknowledges that modifications may be made to the Code from time to time by the Authority in accordance with the Code. We shall promptly notify you of any modifications that may be made to the Code from time to time by the Authority.

Each party agrees to be bound by any applicable modification made to the Code from time to time unless the Authority when publishing the modification, specifies that this is not to be the case. If there is any conflict or inconsistency between the terms in this Contract and the provisions of the Code, the provisions of the Code shall prevail to the extent of such conflict or inconsistency.





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You agree that we may at any time amend any of the terms and conditions of this Contract by written notice to you (including for compliance with the relevant legislation or the Code). You shall observe and comply with any such amendment with effect from the date stated in such notice.

## 18.5 Notices

Unless otherwise stated in this Contract, any notices or other communications required or permitted to be given under this Contract to us shall be in writing and sent electronically via email. We may give you any notice or other communications required or permitted to be given under this Contract by personal delivery or prepaid registered post with recorded delivery or by email or such other means of communication as we consider appropriate.

Any notice or communication sent electronically via email is taken to have been received by you or by us on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).

A notice or communication sent by personal delivery or prepaid registered post is taken to have been received by you:

- (a) if delivered personally, immediately; or
- (b) if sent by prepaid registered post, on the date it is posted.

Our contact details for you to contact us or send us a notice are as set out in this Contract or as published on our website.

## 18.6 Confidentiality

You shall not use or disclose to any person any information relating to us, our related corporations, employees, customers, suppliers, affairs, financial information, operations, business methods or work systems, or any business relationship, arrangement, contract or transaction between us and any person, or any information designated by us as confidential or proprietary (whether verbally or in writing) ("**Confidential Information**"), save to the extent that you are required to do so by applicable laws or with our prior written consent. The foregoing shall not apply to any Confidential Information which, at the time it is acquired by you, is in the public domain, and shall cease to apply to any Confidential Information which subsequently enters the public domain otherwise than as a consequence of any breach by you of this Contract. This **Clause 18.6** shall survive the expiry or termination of the Term without limit in point of time.

We will comply with the duties of confidentiality in relation to consumer information as prescribed by the Code.

## 19 Definition of terms

- "**Affected Party**" shall have the meaning ascribed to it in **Clause 16**;
- "**Application**" means the Electricity Retail Application (in the form made available by us) submitted by you and accepted by us;
- "**Authority**" means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act 2001;
- "**billing cycle**" means the regular recurrent period for which you receive an invoice from us;
- "**business day**" means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore;
- "**Code**" means the Code of Conduct for Retail Electricity Licensees (as may be amended, modified or supplemented from time to time);
- "**Confidential Information**" shall have the meaning ascribed to it in **Clause 18.6**;
- "**Contract**" means the agreement between you and us for the retail of electricity by us to you, comprising the terms set out in this document and the Application, as may be amended, modified or supplemented from time to time in accordance with its terms;
- "**Contract Duration**" means the period stated as the "Contract Duration" in the Application;
- "**Contract Start Date**" has the meaning ascribed to it in **Clause 2**;
- "**consumer**" means a person who buys or wants to buy electricity from a electricity retailer;





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- “Declared Monthly Consumption” means a quantity of electricity expressed in kWh stated as the “Declared Monthly Consumption” in the section titled “Premises Details” in the Application;
- “Default Supply Arrangement” means the supply of electricity from the MSSL:
  - in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the MSSL for non-contestable consumers; and
  - in the case of a consumer who does not fall within subsection above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the MSSL;
- “Default Supply Effective Date” is the date on which the MSSL successfully transfers you to a Default Supply Arrangement;
- “Dispute” means any dispute, controversy or difference arising out of or in connection with this Contract;
- “Due Date” shall have the meaning ascribed to it in **Clause 10.1**;
- “Extended Term” shall have the meaning ascribed to it in **Clause 3**;
- “Force Majeure Event” shall have the meaning ascribed to it in **Clause 16**;
- “IGS” shall have the meaning ascribed to it in **Clause 14**;
- “Initial Term” means the period of the Contract Duration from the Supply Start Date, unless earlier terminated in accordance with this Contract;
- “Maximum Consumption Limit” means such percentage of the Declared Monthly Consumption stated as the “Maximum Consumption Limit” in the section titled “Contract Details” in the Application;
- “Minimum Consumption Obligation” means such percentage of the Declared Monthly Consumption stated as the “Minimum Consumption Obligation” in the section titled “Contract Details” in the Application;
- “MSSL” means a person who is authorised by an electricity licence to provide market support services (currently SP Services Limited);
- “Network” means the electricity transmission and distribution system in Singapore;
- “Premises” means the premises the details of which are stated in the section titled “Premises Details” in the Application;
- “PSO” means the Power System Operator;
- “RECs” shall have the meaning ascribed to it in **Clause 8.3**;
- “Retailer” means Flo Energy Singapore Pte. Ltd. (UEN No. 202006009E);
- “Retailer of Last Resort Event” or “RoLR Event” means an event that triggers the operation of the Retailer of Last Resort scheme under the Rules;
- “Retailer of Last Resort Notice” or “RoLR Notice” means the written notice given by us to the Authority of the impending RoLR Event pursuant to the Rules;
- “Rules” means the Electricity Act 2001, its subsidiary legislation, the market rules made or modified pursuant to the Electricity Act 2001, relevant electricity codes and the Code (in each case, as may be amended, modified or supplemented from time to time);
- “Security Deposit” means the deposit paid to us as security against non-payment of invoices and other charges payable under this Contract;
- “SP Group” means Singapore Power Limited and all its subsidiaries, including SP Services Limited, SP PowerGrid Limited, SP PowerAssets Limited;
- “Supply Start Date” means the date on which we commence the supply of electricity to you;
- “Term” shall have the meaning ascribed to it in **Clause 2**;
- “Third-Party Charge(s)” means charges, fees, expenses, costs, or taxes that are payable to different stakeholders and/or service providers in the electricity market in connection with the supply of electricity to you (including those charges, fees, expenses or costs imposed or levied by the Authority, the MSSL, the Transmission Licensee and any other competent authority and those charges set out in the Third-Party Charges Schedule of the Application); and
- “Transmission Licensee” means a person authorised by an electricity licence to transmit electricity (currently SP PowerAssets Limited).