

SARAWAK ENERGY BERHAD  
GENERAL TERMS AND CONDITIONS (GTC)  
FOR ELECTRICITY SUPPLY  
MAIN METERING AND SUB-METERING SCHEME

The GTC is for Sarawak Energy customers who are registered under the main and sub-metering scheme whereby customers are separately classified for Main Metered Customer and Sub-Metered Customer. The GTC defines the boundary of authority and responsibility between Sarawak Energy, main-meter owner and sub-meter owner(s) towards the meter installation and the subsequent processes in providing the supply of electricity.

Dated this

day of

2018

**CONTRACT FOR SUPPLY OF ELECTRICITY**

**(UNDER MAIN METERING AND SUB-METERING  
SCHEME)**

\*\*\*\*\*

BETWEEN

**SYARIKAT SESCO BERHAD (Company. No. 672931-A)**  
("the Company")

AND

**MAIN METERED CUSTOMER**  
(Whose details are specified in **Item 2 of the Schedule**  
of this Contract)



**IN WITNESS WHEREOF** the parties hereto have executed this Contract on the day and year herein before appearing.

SIGNED by the Main Metered  
Customer

)  
)  
)  
) .....

Authorized Signatory

Name:

Designation:

WN.KP No:

In the presence of:

)  
)  
)  
) .....

Name:

WN.KP No:

SIGNED  
for and on behalf of  
**SYARIKAT SESCO BERHAD**  
**(CO. NO. 672931-A)**

)  
)  
)  
) .....

Authorized Signatory

In the presence of:

)  
)  
)  
) .....

Name:

Designation:

**GENERAL TERMS AND CONDITIONS FOR ELECTRICITY SUPPLY**  
**(UNDER MAIN METERING AND SUB-METERING SCHEME)**  
**("GTC")**

**1. DEFINITIONS AND INTERPRETATIONS**

In this Contract, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

- (a) **"Company"** means **SYARIKAT SESCO BERHAD (COMPANY NO. 672931-A)**, a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Level 9, Menara Sarawak Energy, No.1, The Isthmus, 93050 Kuching, Sarawak
- (b) **"Contract"** means this Contract for Supply of Electricity (Under Main Metering and Sub-Metering Scheme), the schedules and appendices and General Terms and Conditions for Electricity Supply (Under Main Metering and Sub-Metering Scheme);
- (c) **"Common Area"** means any area which is not comprised in any Unit, and shall include all parking lots, landscaping area, playing fields, recreational area, stairways, walkways, corridors, elevator shaft, roofs, entrances, exits, lobbies, open spaces, walls, fences, lifts and all other areas used or capable of being used or enjoyed in common by all Unit owners;
- (d) **Connection Charge** means a sum of money imposed by the Company on the Main Metered Customer and/or Sub-Metered Customer who requests for new or additional supply of electricity, which is not part of the Tariff;
- (e) **"Main Meter"** means a master meter (including any installations and associated equipment, systems and technologies) used to measure the electricity consumption of all Units and common areas in the Premises;
- (f) **"Main Metered Customer"** refers to the owner of the Premises or landlord or any other customer determined as Main Metered Customer by the Company and which include any of the following: -
  - (i) any developer established under Building Ordinance 1994; or

- (ii) a management corporation or its managing agent or administrator or local authority established or appointed under Strata Titles Ordinance 1995; or
  - (iii) any authorized person appointed under any other written law for the management of the Premises
- (g) **"Main Metering Point"** means the point of physical connection in the electrical circuit for the Main Meter to measure the electricity consumption in the Premises;
- (h) **"GTC"** means the General Terms and Conditions for Electricity Supply (Under Main Metering and Sub-Metering Scheme) as attached to this Contract and include any amendments and modifications thereto from time to time;
- (i) **"Ordinance"** means Sarawak Electricity Ordinance (Chapter 50) and includes amendments and modifications thereto from time to time;
- (j) **"Premises"** means the premises described in **Item 4 of the Schedule** attached to this Contract and may include any of the following: -
- (i) Residential premises; or
  - (ii) Commercial complexes; or
  - (iii) Multi-storey factories or industrial complexes; or
  - (iv) All other multi-metered premises as determined by the Company.
- (k) **"Rules"** means Sarawak Electricity Rules, 1999 and any amendments and modifications thereto;
- (l) **"Sub-Meter"** means a subsidiary meter (including any installation and associated equipment, systems and technologies) used to measure the electricity consumption of a Unit in the Premises;
- (m) **"Sub-Metered Customer"** refers to the Unit owner or tenant of the Premises or any other customer determined as Sub-Metered Customer by the Company that receives the supply of electricity through the Sub-Meter;
- (n) **"Sub-Metering Point"** means the point of physical connection in the electrical circuit for the Sub-Meter to measure the electricity taken from the installation under the Main Meter;

- (o) **"Tariff"** means the tariffs which is stated in Section 4A of the Ordinance; and
- (p) **"Unit"** means a residential unit or commercial unit or any other rental or purchased unit within the Premises.

## **2. EFFECTIVE DATE**

- 2.1 Regardless the date of the signing of this Contract, this Contract shall be effective on the date stated in **Item 1 of the Schedule**.
- 2.2 This Contract shall remain in effect unless earlier terminated by the Parties in accordance with the terms and conditions of this Contract.
- 2.2 By signing this Contract, the Main Metered Customer and/or Sub-Metered Customer agree to be bound by the terms and conditions stated herein.

## **3. INSTALLATION OF SERVICE LINES, DISTRIBUTION EQUIPMENTS, WIRINGS AND METER FOR ELECTRICITY SUPPLY**

### **3.1 Service Lines and Distribution Equipment**

- 3.1.1 The Main Metered Customer and/or Sub-Metered Customer shall pay for the costs of installation of service line, mains wiring, meter and other equipment and accessories for the supply of electricity to the Premises and/or Unit.
- 3.1.2 The service lines, poles, cables and other ancillary equipment including the meter remain the properties of the Company who reserves the right to utilize them in any way it may decide, regardless of the Main Metered and/or Sub-Metered Customer's contribution thereto.
- 3.1.3 The Company shall decide on the appropriate types of service lines, method of entry and position of the meter board for the purpose of supply of electricity.
- 3.1.4 A request for any other type of service lines and/or different method of entry and/or position of meter board by the Main

Metered Customer and/or Sub-Metered Customer may be approved by the Company provided that all costs incurred for the said request shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

### **3.2 Wiring Installation**

- 3.2.1 Wiring installation, inspection and testing shall be carried out by a contractor appointed by the Main Metered Customer and/or Sub-Metered Customer and the contractor shall be a competent person as prescribed under the Rules.
- 3.2.2 The Company is not obliged to connect any meter installation that does not conform to the Rules.
- 3.2.3 The Main Metered Customer and/or Sub-Metered Customer shall maintain the wiring installation within the Premises and/or Unit and Common Area in good condition.
- 3.2.4 In the event that the wiring installation is found faulty and unsafe due to the acts and/or omissions of the Main Metered Customer and/or Sub-Metered Customer, the Company reserves all the rights to disconnect the electricity supply to the Premises.
- 3.2.5 Any repairs and costs incurred for making good the wiring installation which is found to be faulty and unsafe due to the acts and/or omissions of the Main Metered Customer and/or Sub-Metered Customer as mentioned in Clause 3.2.4 shall be borne solely by the Main Metered Customer and/or Sub-Metered Customer.
- 3.2.6 Where the supply has been given, the Company shall not be responsible for any loss or damage caused by or arising out of any defects in the wiring installation done by the appointed contractor of the Main Metered Customer and/or Sub-Metered Customer.

### **3.3 Metering Requirements**

- 3.3.1 The Company shall provide and install the cut-out fuses and Main Meter and Sub-Meter at the locations to be determined by the Company.



3.3.2 The costs of the cut out fuse and installation of the Main Meter and Sub-Meter shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

3.3.3 The Main Meter and Sub-Meter shall belong to the Company.

**4. READINGS OF MAIN METER, SUB-METER AND METER AT COMMON AREAS**

4.1 The Main Meter and Sub-Meter shall be accessible for reading and testing by the Company's authorized representatives.

4.2 The Main Meter and Sub-Meter shall not be concealed or obstructed wholly or partially so as to impede the reading and examination of the Main Meter and Sub-Meter failing which the Company may disconnect the electricity supply to the Premises and/or Unit without further notice.

4.3 Where the Company finds that the Main Meter and the Sub-Meter have been positioned or fixed in such manner other than their original positions as fixed by the Company (due to renovation or alteration of the Premises or Unit), the Company shall be entitled to request the Main Metered Customer and/or Sub-Metered Customer, at their own costs to remove the meter to their original position or any other location as the Company shall direct. The failure on part of the Main Metered Customer and/or Sub-Metered Customer to do so without reasonable excuse, will entitle the Company to disconnect electricity supply to the Premises and/or Unit at its absolute discretion.

4.4 The reading of the electricity meters by the Company's authorized representatives will be carried out as follows: -

(a) the reading of the Main Meter (which is referred to as "R1"); and

(b) the reading of the Sub-Meter (which is referred to as "R2")

4.5 Based on the readings taken by the authorized representatives of the Company mentioned in Clause 4.4 above, the difference in consumption between R1 and R2 shall be paid by the Main Metered Customer holding the main meter account with the Company.

## **5. ACCESS TO METERS AND RELATED WIRING SYSTEM**

- 5.1 Access to any land, premises or building of the Main Metered Customer and/or Sub-Metered Customer for the purpose of meter reading and inspection of the meters and/or related wiring systems and/or installations shall be given to the Company's authorized representatives during reasonable hours to ensure that the same are safe and there is no contravention of the provisions of the Ordinance and/or the Rules and/or the Contract.
- 5.2 If the Main Metered Customer and/or Sub-Metered Customer fail to give reasonable facilities or access for testing, inspection or meter-reading, the Company may discontinue the supply of electricity to the Main Metered Customer and/or Sub-Metered Customer, and/or, impose additional estimated consumption charges amounting to **FIFTY PERCENT (50%)** of the current month of electricity consumption, from the sixth (6<sup>th</sup>) month when no access is granted in accordance with this provision. The Main Metered Customer and/or Sub-Metered Customer will be required to move the meter to an accessible location if the meter continues to be inaccessible. The Company reserves the right to revise the additional estimated consumption charges from time to time.
- 5.3 The Company reserves the right to remove any obstruction created by the Main Metered Customer and/or Sub-Metered Customer which blocks the access of the Company's authorized representatives for the purpose of testing, inspection and meter-reading.
- 5.4 The Company shall not be liable to pay any compensation for any losses and/or damages to the Main Metered Customer and/or Sub-Metered Customer due to the removal of any obstruction created by the Main Metered Customer and/or Sub-Metered Customer as mentioned in Clause 5.3.

## **6. LOAD REQUIREMENTS**

The Main Metered Customer must ensure that the total applied load requirement for connections to the Sub-Meters meet the total existing and future load requirements for all Sub-Metered Customers and Common Area within the Premises.

## **7. CONNECTION CHARGE**

The Main Metered Customer and/or Sub-Metered Customer shall pay a Connection Charge in full (if any) and such other payments as required by the Company before any installation works for the supply of electricity are to be carried out.

## **8. COLLATERAL DEPOSIT**

8.1 The Main Metered Customer and/or Sub-Metered Customer shall pay to the Company the collateral deposit to be ascertained by the Company.

8.2 The collateral deposit shall be held by the Company as security for the prompt payment of electricity charges and any other monies that may be due and payable by the Main Metered Customer and/or Sub-Metered Customer to the Company.

## **9. ACCOUNTS**

9.1 All accounts with the Company for electricity supply to the Premises and/or Unit through Main Meter and Sub-Meter must be set up in the Main Metered Customer's name and/or the Sub-Metered Customer's name.

9.2 Should the Main Metered Customer and/or Sub-Metered Customer wishes to (1) sell the Premises or Unit or (2) terminate any lease or rental to the Premises or Unit, then the Main Metered Customer or Sub-Metered Customer must notify the Company in writing at least **five (5) days** before their final move out date.

9.3 Pursuant to Clause 9.2, the Company will arrange for a final meter reading and the Main Metered Customer or Sub-Metered Customer shall be responsible for the payment of all bills under the Main Metered Customer or Sub-Metered Customer's account.

## **10. BILLING AND PAYMENT**

10.1 The Main Metered Customer and/or Sub-Metered Customer shall be billed for the consumptions of electricity recorded by the Main Meter and Sub-Meter under the appropriate Tariff.

- 10.2 The electricity supply to the Main Metered Customer shall be measured by the Main Meter which shall be installed by the Company at the Main Metering Point.
- 10.3 Each Sub-Metered Customer's supply to any Unit shall be separately metered using the Sub-Meter which is installed at the Sub-Metering Point.
- 10.4 For the Sub-Metered Customer, the electricity charges shall be billed directly to the Sub-Metered Customer by the Company.
- 10.5 The Main Metered Customer shall be billed for the difference in the consumption recorded by the Main Meter and the consumption recorded by the Sub-Meter.
- 10.6 The electricity bills shall be delivered to the Main Metered Customer and/or Sub-Metered Customer in accordance with the address as stipulated in **Item 2 and/or 4 of the Schedule** unless notified otherwise in writing by the Main Metered Customer and/or Sub-Metered Customer to the Company.
- 10.7 Non-receipt of any bill does not relieve the Main Metered Customer and/or Sub-Metered Customer from the liability under this Contract to make payment for the bills delivered to the Main Metered Customer and/or Sub-Metered Customer.
- 10.8 Should the Company discover at any point of time that the Main Meter and/or Sub-Meter failed to record the consumption correctly for any reason whatsoever, the Company retains the right to bill the Main Metered Customer and/or Sub-Metered Customer and adjust the amount based on the Company's best estimate electricity consumed for the relevant period of consumption by the Main Metered Customer and/or Sub-Metered Customer.
- 10.9 All electricity bills shall be paid on or before the due date stated therein.
- 10.10 The Main Metered Customer and/or the Sub-Metered Customer shall not be entitled to withhold payment of any disputed amount of electricity bill. Where any dispute as to the amount of electricity bill is settled in favour of the Main Metered Customer and/or Sub-Metered Customer, the

Company shall credit the disputed amount into the Main Metered Customer and/or Sub-Metered Customer's account with the Company.

- 10.11 The Company shall have the right to impose late payment charge at the rate of **one percent (1%)** for every thirty (30) days from the tax invoice date to the Main Metered Customer and/or Sub-Metered Customer on the amount outstanding due to any late payment. The late payment charge shall be imposed from the due date until the date of the actual receipt of payment of the outstanding amount by the Company. A processing fee of **Ringgit Malaysia Ten (RM10.00)** will be levied on the 90th day from the statement date.
- 10.12 In the event of non-compliance of provision under Clause 10.9 herein, the Company shall at its absolute discretion and without liability to the Main Metered Customer and/or Sub-Metered Customer or any third party, disconnect the electricity supply to the Premises and/or Unit at any time after the due date specified in the electricity bill.
- 10.13 Where the payment of bills is made by cheque, the Main Metered Customer and/or Sub-Metered Customer shall be under a duty to ensure that the same are honoured. A penalty of **Ringgit Malaysia Ten (RM10.00) only** will be levied for every dishonoured cheque.

## **11. RELATED TAXES AND DUTIES**

Any related taxes and duties (including GST) imposed by the Federal and State Government in respect of the supply of electricity by the Company to the Main Metered Customer and/or Sub-Metered Customer under this Contract shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

## **12. METER TAMPERING**

- 12.1 On completion of each connection and the meters and cut-out sealed, the Main Metered Customer and/or Sub-Metered Customer shall be held responsible if the meter, seal or cut-out is removed or tampered with. Should the meter or seal be found to have been tampered with or the Main Metered Customer and/or Sub-Metered Customer fails to have the supply metered through the appropriate meters, the supply may be immediately disconnected and the meters will be replaced at the costs of the Main Metered Customer and/or Sub-Metered Customer.

12.2 The Company reserves the right to recover in full the loss of revenue arising from the act of tampering and claim any remedies available to it at law in the event that the meter is unable to record the correct meter reading due to the act/omission of the Main Metered Customer and/or Sub-Metered Customer.

Any:

- (i) costs, expenses and/or damages suffered or incurred by the Company in procuring replacement of the meter;
- (ii) loss of revenue; and
- (iii) penalty for offences in the Ordinance

in respect of the above shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

### **13. DISCONNECTION/RECONNECTION OF ELECTRICITY SUPPLY**

#### **13.1 Disconnection By The Company Due To Events Of Default, Court Order, Safety, Security And Under The Law:**

13.1(a) The Company shall have the right to disconnect the electricity supply of the Main Metered Customer and/or Sub-Metered Customer in any situations mentioned below: -

- (i) any events of default have been committed by the Main Metered Customer and/or Sub-Metered Customer or occurred in accordance with Clause 14;
- (ii) by Court Order or Judgement;
- (iii) if in the opinion of the Company that the continuation of the supply will jeopardize the safety, reliability or security of the Company's system or presents an imminent physical threat or endanger the safety, life or health of any person; and
- (iv) any right to disconnect the supply without notice as provided under this Contract and/or Ordinance and/or Rules.

- 13.1(b) Any disconnection of supply to the Premises and/or Unit shall be carried out by the Company from the cut out of the Main Meter or Sub-Meter or any isolating device installed and sealed by the Company.
- 13.1(c) Where the Main Metered Customer has outstanding electricity bills with the Company: -
- (i) reminder letter with a statement certifying the payment that are outstanding shall be sent by the Company to the Main Metered Customer;
  - (ii) after three (3) reminders, the Company will inform the Main Metered Customer that supply will be cut off if no payment is made; and
  - (iii) after (i) and (ii) above, if the outstanding electricity bills amount is still unsettled, the Company shall inform the Sub-Metered Customers that the Main Metered Customer account is in default of payment and the supply will be cut-off in accordance with either (a) or (b) below;
    - a. if all the above fails, the Company shall initiate supply cut-off to the common facilities. The Company shall have the right to enter and operate into the Main Metered Customer's electrical installation at any reasonable hours to exercise its rights under the law and disconnect the supply to any common facilities. The Main Metered Customer shall give access to the authorized representatives of the Company to enter and operate into the Main Metered Customer's electrical installation for the said purpose; or
    - b. in the event that the Company have no access to disconnect only to the common facilities, the Company shall have the right to disconnect the supply to the Main Meter, which may affect the supply of electricity to the Sub-Metered Customers, even if the Sub-Metered Customer does not have

any outstanding electricity bills with the Company. Under the said circumstances, the Company shall not be liable to both the Main Metered Customer and Sub-Metered Customers for any losses and damages resulting from the disconnection of electricity supply to the Premises.

**13.2. Disconnection or Connection Of Supply By Main Metered Customer**

13.2.1 Where the electrical installation within the Premises is under the operation and control of the Main Metered Customer, the Main Metered Customer may operate any switches and/or isolation devices under their operation and control to any Units under their ownership.

13.2.2 Where such Units within the Premises are rented out by the Main Metered Customer to the Sub-Metered Customer, the Main Metered Customer can operate the switches or isolation devices within the electrical installation that may or may not interrupt the supply of electricity to the said Units.

13.2.3 Any disconnection or connection of supply to any Unit by the Main Metered Customer by operating the switches or isolation devices pursuant to Clause 13.2.2 shall not constitute disconnection or connection of supply by the Company.

**14. TERMINATION OF CONTRACT**

14.1 The occurrence of any one of the following shall constitute an event of default under this Contract: -

(a) Act or default of the Main Metered Customer and/or Sub-Metered Customer affecting the efficiency and /or safety of the Company's installation;

(b) The Main Metered Customer and/or Sub-Metered Customer fails to comply with any of its material covenant and any provision under this Contract and/or Ordinance and/or Rules;



- (c) If the Main Metered Customer and/or Sub-Metered Customer fails to make any payments (including electricity bills) due to the Company within the time provided to make the such payments;
- (d) If the Main Metered Customer and/or Sub-Metered Customer applies for a consent to the appointment of or the taking of possession by a receiver or liquidator of itself or of all or a substantial part of its property;
- (e) If the Main Metered Customer and/or Sub-Metered Customer makes a general assignment or an arrangement or composition with or for the benefit of its creditors;
- (f) If the Main Metered Customer and/or Sub-Metered Customer commences a voluntary case or file a petition against such Party seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization of its debts, winding up or composition;
- (g) If the Main Metered Customer and/or Sub- Metered Customer is under receivership or under special administration or liquidation;
- (h) If the Main Metered Customer and/or Sub-Metered Customer is declared bankrupt;
- (i) Upon the Main Metered Customer and/or Sub-Metered Customer resolution or death;
- (j) If the premises or Units of the Main Metered Customer and/or Sub-Metered Customer is under auction and/or foreclosure proceedings; and
- (k) If during meter reading and/or inspection, the Main Metered Customer and/or Sub- Metered Customer fail to co-operate fully with the Company's authorized representatives and render the necessary assistance to undertake the meter reading and/or inspection.

14.2 If an event of default occurs, the Company may terminate this Contract by giving **seven (7) day** notice in writing to the Main Metered Customer and/or Sub-Metered Customer and/or pursue with any remedies available to the Company at law (including disconnection of electricity supply). Upon termination of this Contract: -

- (a) the Company shall have the right to cease any and/or all of its obligations and liabilities under this Contract; and
- (b) the Company shall be entitled to claim against the Main Metered Customer or Sub-Metered Customer for all to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Company arising from such termination.

The termination of this Contract herein shall not affect or prejudice the rights of the Company which have accrued prior to the date of termination of this Contract.

## **15. TRANSFER OF OUTSTANDING AMOUNT AND COLLATERAL DEPOSIT**

- 15.1 The Company shall have the right to transfer any outstanding amount of electricity from any account of the Main Metered Customer and/or Sub-Metered Customer to any active account registered under the Main Metered Customer or Sub-Metered Customer's name.
- 15.2 If there is a balance of collateral deposit from the Main Metered Customer and/or Sub-Metered Customer's terminated account, the Company shall have the right to use the balance of the Collateral Deposit to offset any outstanding amount from whichever account registered under the Main Metered Customer and/or Sub-Metered Customer's name.

## **16. FORCE MAJEURE**

The Company shall not be liable to the Main Metered Customer and/or Sub-Metered Customer for any breach of terms and conditions of this Contract due to any of these events which shall include but not limited to:-

- (a) national emergency war;
- (b) hostilities, riot;
- (c) civil commotion;
- (d) earthquake;
- (e) flood; and
- (f) disposition or by compliance with any order of government, local or any other authorities.

## **17. INTERRUPTION OF ELECTRICITY SUPPLY**

- 17.1 The Main Metered Customer and/or Sub- Metered Customer hereby agrees that the Company shall not be liable for any costs incurred, loss and damage to industrial goods, products, properties, reputations or life of the Main Metered Customer or Sub-Metered Customer as a result of (1) any accidents not due to any wilful acts to comply with any safety measures as provided under any written law by the Company, (2) interruption of electricity supply due to fluctuation or variation of voltage and frequency, (3) interruption of electricity supply due to any act of God such as fire, flood and so on, (4) interruption of electricity supply due to acts of vandalism and theft; (5) interruption of electricity supply due to any directions or orders from Malaysian Courts, Malaysian Government or Malaysian local authorities; and (6) interruption of electricity which is beyond the control of the Company and not due to the wilful acts of the Company or its employees or representatives.
- 17.2 The Company may temporarily interrupt the electricity supply for purposes of testing, carrying out repairs, extensions or modifications to the Company's system at no costs payable to the Main Metered Customer and/or Sub- Metered Customer. The Company is not obliged to provide alternative source of supply upon such interruption to electricity supply.
- 17.3 The Main Metered Customer and/or Sub- Metered Customer shall have no claim against the Company for failure of supply or any delay in giving supply arising from any cause whatsoever.

## **18.1 INFORMATION IN CONTRACT**

- 18.1 It shall be the responsibility of the Main Metered Customer and/or Sub-Metered Customer to ensure that the information to be provided by the

Main Metered Customer and/or Sub-Metered Customer in this Contract is correct, updated and true.

- 18.2 In the event that the information to be provided by the Main Metered Customer and/or Sub-Metered Customer has been changed including the address and contact number of the Main Metered Customer and/or Sub-Metered Customer, the Main Metered Customer and/or Sub-Metered Customer shall inform the Company in writing within **five (5) days** from the date the address and contact number of the Main Metered Customer and/or Sub-Metered Customer is changed.
- 18.3 If the Main Metered Customer and/or Sub-Metered Customer fails to inform the Company on the change of address and contact number pursuant to Clause 18.2, the Company shall not be responsible in the event that the Main Metered Customer and/or Sub-Metered Customer does not received any notice, letters, bills and others from the Company.
- 18.4 Any outstanding bills which are sent based on the address as stated in this Contract (until confirmed to be changed in writing by the Main Metered Customer and/or Sub-Metered Customer) shall be deemed to be payable by the Main Metered Customer and/or Sub-Metered Customer.

## **19. PERSONAL DATA**

- 19.1 The information provided by the Main Metered Customer and/or Sub-Metered Customer shall be used by the Company and/or its group of company in accordance with the Privacy Notice issued by the Company.
- 19.2 By submitting the application for supply of electricity and executing this Contract, the Main Metered Customer and/or Sub-Metered Customer consent to the use of such information for the purpose as provided for in the Privacy Notice issued by the Company.

## **20. NOTICE**

- 20.1 Any correspondences including notice, letter, bill and so on to be given to the Main Metered Customer and/or Sub-Metered Customer (unless it is published in the media) shall be deemed to be given if the same is delivered or sent as follows: -

- (a) by registered post to the address of the Main Metered Customer and/or Sub-Metered Customer as stated in this Contract and received by the Main Metered Customer and/or Sub-Metered Customer on the fifth (5<sup>th</sup>) day following the day on which it was dispatched to; or
- (b) by hand delivery by the Company's employees and/or agents to the address of the Main Metered Customer and/or Sub-Metered Customer as stated in this Contract on the day any notice, letter or bill is hand delivered to the Main Metered Customer and/or Sub-Metered Customer; or
- (c) by facsimile transmission, shall be deemed to have been served upon receipt by the Company of a transmission report emanating from the facsimile machine of the Company indicating that the notice has been properly transmitted. If a notice sent by facsimile transmission is sent or received on a day, which is not a working day or after 5.00 p.m. on a working day, it is deemed to be received on the next working day; or
- (d) by email shall be deemed to have been served upon receipt by the Company of email delivery report from the Company's email account that the attachment has been sent to the Main Metered Customer and/or Sub-Metered Customer.

20.2 Any correspondences including notice, letter, bill and so on to be given to the Company shall be deemed to be given if the same is delivered or sent as per the following: -

- (a) by registered post to the Company's respective regional office (attention to: Senior Manager, Customer Service) on the fifth (5<sup>th</sup>) day following the day on which it was dispatched to; or
- (b) by hand delivery by the Main Metered Customer and/or Sub-Metered Customer and/or their employees or agents to the Company's respective regional office (attention to: Senior Manager, Customer Service) on the day any notice, letter or bill is hand delivered to the Company; or
- (c) by facsimile transmission to the Company's respective regional office facsimile shall be deemed to have been served upon receipt

by the Main Metered Customer and/or Sub-Metered Customer of a transmission report emanating from the facsimile machine of the Main Metered Customer and/or Sub-Metered Customer indicating that the notice has been properly transmitted. If a notice sent by facsimile transmission is sent or received on a day, which is not a working day or after 5.00 p.m. on a working day, it is deemed to be received on the next working day; or

- (d) by email to the Company's customer service officer shall be deemed to have been served upon receipt by the Main Metered Customer and/or Sub-Metered Customer of email delivery report from the Main Metered Customer or Sub-Metered Customer's email account that the attachment has been sent to the Company.

## **21. CONSENT**

Any request for supply of electricity to the Sub-Metered Customer through Sub-Meter in respect of any Unit in the Premises shall be consented to in writing by the Main Metered Customer.

## **22. CHANGE OF OWNERSHIP**

- 22.1 It is the responsibility of the Main Metered Customer and/or Sub-Metered Customer to immediately inform the Company and terminate the Contract whenever there is any change of ownership or tenants in respect of the Premises and/or Unit to which supply pursuant hereto is connected, failing which, the Main Metered Customer and/or Sub-Metered Customer shall continue to be fully liable for the electricity supplied thereto and charged accordingly.
- 22.2 Pursuant to Clause 22.1 and upon termination of this Contract by the Main Metered Customer and/or Sub-Metered Customer, the Company reserves all the rights to inspect and/or disconnect electricity supply to the Premises and/or Unit. Any outstanding bills after such termination of the Contract shall be fully settled by the Main Metered Customer and/or Sub-Metered Customer.
- 22.3 The Company reserves the right to reject any fresh application of electricity supply by the new owner or tenant in the event that any

outstanding electricity bills have not been fully settled by the Main Metered Customer and/or Sub-Metered Customer.

- 22.4 If the electricity bills remain unpaid in respect of one premise belongs to the Main Metered Customer and/or Sub-Metered Customer, and which property has been transferred to the new owner or tenant, the Company shall also have the right to reject any fresh application for electricity supply by the Main Metered Customer and/or Sub-Metered Customer in respect of his or her other properties.
- 22.5 In the event that there is outstanding electricity bill in respect of the Premises and/or Unit which has been auctioned, the payment of the electricity bill shall be paid in accordance with the Memorandum of Sale /Conditions of Sale, failing which the Company shall have the right to reject any fresh application for electricity supply to the auctioned property pending payment of the same by the successful bidder or the owner of the Premises and/or Unit.

### **23. DECEASED CUSTOMER**

- 23.1 The Main Metered Customer shall inform the Company in writing in the event of death of any Sub-Metered Customer (if it is known) having Contract with the Company and produce any evidence of death of the deceased customer (if any).
- 23.2 Any of the occupiers of the Premises and/or Unit, upon the death of the deceased customer shall enter into a fresh contract with the Company for the purpose of supply of electricity failing which the Company reserves all the rights to disconnect the electricity supply to the Premises and/or Unit at any time.

### **24. VACATED PREMISE**

- 24.1 If the Main Metered Customer and/or Sub-Metered Customer vacates the Premises and/or Unit without giving any notice in writing to the Company, the Main Metered Customer and/or Sub-Metered Customer shall be responsible for payment of all electricity consumed and any other charges due until the supply been disconnected and/or all electrical installation been dismantled or until such time when another customers

applies for a supply of electricity and enters into a new Contract with the Company.

- 24.2 The Company reserves the right to disconnect the electricity supply and/or remove/ dismantle all electrical installation up to the meter point without notice if it is found unsafe or other reasonable reasons to do so.

## **25. MISCELLANEOUS PROVISIONS**

### **25.1 Liability of Main Metered Customer and/or Sub-Metered Customer for Damage to Equipment**

25.1.1 The Main Metered Customer or Sub-Metered Customer will be held responsible by the Company for the safe keeping of all meters and other equipment belonging to the Company placed on the Premises and/or Unit.

25.1.2 Should any damage or injury be caused by fire, water, accident, theft or any other causes for which the Company is not responsible, the Main Metered Customer and/or Sub-Metered Customer shall pay to the Company on demand the cost of making good any such damage or injury.

### **25.2 Responsibilities of Main Metered Customer or Sub-Metered Customer**

25.2.1 The Main Metered Customer and/or Sub-Metered Customer shall utilize the electricity supply in an optimal, safe, efficient, diligent and prudent manner.

25.2.2 The Main Metered Customer and/or Sub-Metered Customer shall pay for all damages to the property of the Company due to negligence or wilful misconduct on the Main Metered Customer and/or Sub-Metered Customer's part or any persons under the Main Metered Customer and/or Sub-Metered Customer's control.



### **25.3 Removal of the Company's Installation**

If the Main Metered Customer and/or Sub- Metered Customer or owner of the premise request the Company to remove or re-site the supply line, pole, sub-station, pylon, or any installation or equipment, all cost of executing the removal or re-sitting shall be fully borne by the Main Metered Customer and/or Sub- Metered Customer as the case maybe.

### **25.4 Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Malaysia, and the Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

### **25.5 Assignment**

The Main Metered Customer and/or Sub-Metered Customer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of the Company.

### **25.6 Waiver**

Knowledge or acquiescence by the Company of or in breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such acknowledge or acquiescence, the Company shall be entitled to exercise its rights under this Contract.

### **25.7 Time**

Time wherever mentioned shall be the essence of this Contract.

### **25.8 Successors-In-Title**

This Contract shall be binding upon the successors-in-title and permitted assigns of the respective Parties hereto.

### **25.9 Stamp Duty**

The stamp duty in respect of this Contract shall be borne and fully paid by the Main Metered Customer and/or Sub-Metered Customer.

### **25.10 Severability**

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision here

## SCHEDULE

(Which is to be taken read and construed as an integral part of this Contract)

<b>SECTIONS</b>	<b>ITEMS</b>	<b>PARTICULARS</b>
<b>1</b>	<b>Effective Date</b>	
<b>2</b>	<b>Main Metered Customer</b>	<p><b>a) Individual: -</b> Name: WN.KP: Address: Contact No: (i) Phone Number: (ii) Facsimile Number: (iii) Email Address: Contract Person:</p> <p><b>b) Company:</b> Name: Company No./ Business Registration No: Address: Contact No: (i) Phone Number: (ii) Facsimile Number: (iii) Email Address: Contract Person:</p>

<p><b>3</b></p>	<p><b>Sub-Metered Customer</b></p>	<p><b>a) Individual: -</b>  Name:  WN.KP:  Address:  Contact No: -  (iv) Phone Number:  (v) Facsimile Number:  (vi) Email Address:  Contract Person:</p> <p><b>b) Company:</b>  Name:  Company No./  Business Registration No:  Address:  Contact No:-  (i) Phone Number:  (ii) Facsimile Number:  (ii) Email Address:  Contact Person:</p>
<p><b>4</b></p>	<p><b>Premises</b></p>	

Dated this

day of

2018

**CONTRACT FOR SUPPLY OF ELECTRICITY**

**(UNDER MAIN METERING AND SUB-METERING  
SCHEME)**

\*\*\*\*\*

BETWEEN

**SYARIKAT SESCO BERHAD (Company. No. 672931-A)**  
("the Company")

AND

**SUB-METERED CUSTOMER**  
(Whose details are specified in **Item 3 of the Schedule**  
of this Contract)



**IN WITNESS WHEREOF** the parties hereto have executed this Contract on the day and year herein before appearing.

SIGNED by the Sub-Metered  
Customer

)  
)  
)  
) .....

Authorized Signatory

Name:

Designation:

WN.KP No:

In the presence of:

)  
)  
)  
) .....

Name:

WN.KP No:

SIGNED  
for and on behalf of  
**SYARIKAT SESCO BERHAD**  
**(CO. NO. 672931-A)**

)  
)  
)  
) .....

Authorized Signatory

In the presence of:

)  
)  
)  
) .....

Name:

Designation:

**GENERAL TERMS AND CONDITIONS FOR ELECTRICITY SUPPLY**  
**(UNDER MAIN METERING AND SUB-METERING SCHEME)**  
**("GTC")**

**1. DEFINITIONS AND INTERPRETATIONS**

In this Contract, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

- (a) **"Company"** means **SYARIKAT SESCO BERHAD (COMPANY NO. 672931-A)**, a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Level 9, Menara Sarawak Energy, No.1, The Isthmus, 93050 Kuching, Sarawak
- (b) **"Contract"** means this Contract for Supply of Electricity (Under Main Metering and Sub-Metering Scheme), the schedules and appendices and General Terms and Conditions for Electricity Supply (Under Main Metering and Sub-Metering Scheme);
- (c) **"Common Area"** means any area which is not comprised in any Unit, and shall include all parking lots, landscaping area, playing fields, recreational area, stairways, walkways, corridors, elevator shaft, roofs, entrances, exits, lobbies, open spaces, walls, fences, lifts and all other areas used or capable of being used or enjoyed in common by all Unit owners;
- (d) **Connection Charge** means a sum of money imposed by the Company on the Main Metered Customer and/or Sub-Metered Customer who requests for new or additional supply of electricity, which is not part of the Tariff;
- (e) **"Main Meter"** means a master meter (including any installations and associated equipment, systems and technologies) used to measure the electricity consumption of all Units and common areas in the Premises;
- (f) **"Main Metered Customer"** refers to the owner of the Premises or landlord or any other customer determined as Main Metered Customer by the Company and which include any of the following: -
  - (i) any developer established under Building Ordinance 1994; or



- (ii) a management corporation or its managing agent or administrator or local authority established or appointed under Strata Titles Ordinance 1995; or
  - (iii) any authorized person appointed under any other written law for the management of the Premises
- (g) **"Main Metering Point"** means the point of physical connection in the electrical circuit for the Main Meter to measure the electricity consumption in the Premises;
- (h) **"GTC"** means the General Terms and Conditions for Electricity Supply (Under Main Metering and Sub-Metering Scheme) as attached to this Contract and include any amendments and modifications thereto from time to time;
- (i) **"Ordinance"** means Sarawak Electricity Ordinance (Chapter 50) and includes amendments and modifications thereto from time to time;
- (j) **"Premises"** means the premises described in **Item 4 of the Schedule** attached to this Contract and may include any of the following: -
- (i) Residential premises; or
  - (ii) Commercial complexes; or
  - (iii) Multi-storey factories or industrial complexes; or
  - (iv) All other multi-metered premises as determined by the Company.
- (k) **"Rules"** means Sarawak Electricity Rules, 1999 and any amendments and modifications thereto;
- (l) **"Sub-Meter"** means a subsidiary meter (including any installation and associated equipment, systems and technologies) used to measure the electricity consumption of a Unit in the Premises;
- (m) **"Sub-Metered Customer"** refers to the Unit owner or tenant of the Premises or any other customer determined as Sub-Metered Customer by the Company that receives the supply of electricity through the Sub-Meter;
- (n) **"Sub-Metering Point"** means the point of physical connection in the electrical circuit for the Sub-Meter to measure the electricity taken from the installation under the Main Meter;

- (o) **"Tariff"** means the tariffs which is stated in Section 4A of the Ordinance; and
- (p) **"Unit"** means a residential unit or commercial unit or any other rental or purchased unit within the Premises.

## **2. EFFECTIVE DATE**

- 2.1 Regardless the date of the signing of this Contract, this Contract shall be effective on the date stated in **Item 1 of the Schedule**.
- 2.2 This Contract shall remain in effect unless earlier terminated by the Parties in accordance with the terms and conditions of this Contract.
- 2.2 By signing this Contract, the Main Metered Customer and/or Sub-Metered Customer agree to be bound by the terms and conditions stated herein.

## **3. INSTALLATION OF SERVICE LINES, DISTRIBUTION EQUIPMENTS, WIRINGS AND METER FOR ELECTRICITY SUPPLY**

### **3.1 Service Lines and Distribution Equipment**

- 3.1.1 The Main Metered Customer and/or Sub-Metered Customer shall pay for the costs of installation of service line, mains wiring, meter and other equipment and accessories for the supply of electricity to the Premises and/or Unit.
- 3.1.2 The service lines, poles, cables and other ancillary equipment including the meter remain the properties of the Company who reserves the right to utilize them in any way it may decide, regardless of the Main Metered and/or Sub-Metered Customer's contribution thereto.
- 3.1.3 The Company shall decide on the appropriate types of service lines, method of entry and position of the meter board for the purpose of supply of electricity.
- 3.1.4 A request for any other type of service lines and/or different method of entry and/or position of meter board by the Main

Metered Customer and/or Sub-Metered Customer may be approved by the Company provided that all costs incurred for the said request shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

### **3.2 Wiring Installation**

- 3.2.1 Wiring installation, inspection and testing shall be carried out by a contractor appointed by the Main Metered Customer and/or Sub-Metered Customer and the contractor shall be a competent person as prescribed under the Rules.
- 3.2.2 The Company is not obliged to connect any meter installation that does not conform to the Rules.
- 3.2.3 The Main Metered Customer and/or Sub-Metered Customer shall maintain the wiring installation within the Premises and/or Unit and Common Area in good condition.
- 3.2.4 In the event that the wiring installation is found faulty and unsafe due to the acts and/or omissions of the Main Metered Customer and/or Sub-Metered Customer, the Company reserves all the rights to disconnect the electricity supply to the Premises.
- 3.2.5 Any repairs and costs incurred for making good the wiring installation which is found to be faulty and unsafe due to the acts and/or omissions of the Main Metered Customer and/or Sub-Metered Customer as mentioned in Clause 3.2.4 shall be borne solely by the Main Metered Customer and/or Sub-Metered Customer.
- 3.2.6 Where the supply has been given, the Company shall not be responsible for any loss or damage caused by or arising out of any defects in the wiring installation done by the appointed contractor of the Main Metered Customer and/or Sub-Metered Customer.

### **3.3 Metering Requirements**

- 3.3.1 The Company shall provide and install the cut-out fuses and Main Meter and Sub-Meter at the locations to be determined by the Company.

3.3.2 The costs of the cut out fuse and installation of the Main Meter and Sub-Meter shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

3.3.3 The Main Meter and Sub-Meter shall belong to the Company.

**4. READINGS OF MAIN METER, SUB-METER AND METER AT COMMON AREAS**

4.1 The Main Meter and Sub-Meter shall be accessible for reading and testing by the Company's authorized representatives.

4.2 The Main Meter and Sub-Meter shall not be concealed or obstructed wholly or partially so as to impede the reading and examination of the Main Meter and Sub-Meter failing which the Company may disconnect the electricity supply to the Premises and/or Unit without further notice.

4.3 Where the Company finds that the Main Meter and the Sub-Meter have been positioned or fixed in such manner other than their original positions as fixed by the Company (due to renovation or alteration of the Premises or Unit), the Company shall be entitled to request the Main Metered Customer and/or Sub-Metered Customer, at their own costs to remove the meter to their original position or any other location as the Company shall direct. The failure on part of the Main Metered Customer and/or Sub-Metered Customer to do so without reasonable excuse, will entitle the Company to disconnect electricity supply to the Premises and/or Unit at its absolute discretion.

4.4 The reading of the electricity meters by the Company's authorized representatives will be carried out as follows: -

(a) the reading of the Main Meter (which is referred to as "R1"); and

(b) the reading of the Sub-Meter (which is referred to as "R2")

4.5 Based on the readings taken by the authorized representatives of the Company mentioned in Clause 4.4 above, the difference in consumption between R1 and R2 shall be paid by the Main Metered Customer holding the main meter account with the Company.

## **5. ACCESS TO METERS AND RELATED WIRING SYSTEM**

- 5.1 Access to any land, premises or building of the Main Metered Customer and/or Sub-Metered Customer for the purpose of meter reading and inspection of the meters and/or related wiring systems and/or installations shall be given to the Company's authorized representatives during reasonable hours to ensure that the same are safe and there is no contravention of the provisions of the Ordinance and/or the Rules and/or the Contract.
- 5.2 If the Main Metered Customer and/or Sub-Metered Customer fail to give reasonable facilities or access for testing, inspection or meter-reading, the Company may discontinue the supply of electricity to the Main Metered Customer and/or Sub-Metered Customer, and/or, impose additional estimated consumption charges amounting to **FIFTY PERCENT (50%)** of the current month of electricity consumption, from the sixth (6<sup>th</sup>) month when no access is granted in accordance with this provision. The Main Metered Customer and/or Sub-Metered Customer will be required to move the meter to an accessible location if the meter continues to be inaccessible. The Company reserves the right to revise the additional estimated consumption charges from time to time.
- 5.3 The Company reserves the right to remove any obstruction created by the Main Metered Customer and/or Sub-Metered Customer which blocks the access of the Company's authorized representatives for the purpose of testing, inspection and meter-reading.
- 5.4 The Company shall not be liable to pay any compensation for any losses and/or damages to the Main Metered Customer and/or Sub-Metered Customer due to the removal of any obstruction created by the Main Metered Customer and/or Sub-Metered Customer as mentioned in Clause 5.3.

## **6. LOAD REQUIREMENTS**

The Main Metered Customer must ensure that the total applied load requirement for connections to the Sub-Meters meet the total existing and future load requirements for all Sub-Metered Customers and Common Area within the Premises.

## **7. CONNECTION CHARGE**

The Main Metered Customer and/or Sub-Metered Customer shall pay a Connection Charge in full (if any) and such other payments as required by the Company before any installation works for the supply of electricity are to be carried out.

## **8. COLLATERAL DEPOSIT**

8.1 The Main Metered Customer and/or Sub-Metered Customer shall pay to the Company the collateral deposit to be ascertained by the Company.

8.2 The collateral deposit shall be held by the Company as security for the prompt payment of electricity charges and any other monies that may be due and payable by the Main Metered Customer and/or Sub-Metered Customer to the Company.

## **9. ACCOUNTS**

9.1 All accounts with the Company for electricity supply to the Premises and/or Unit through Main Meter and Sub-Meter must be set up in the Main Metered Customer's name and/or the Sub-Metered Customer's name.

9.2 Should the Main Metered Customer and/or Sub-Metered Customer wishes to (1) sell the Premises or Unit or (2) terminate any lease or rental to the Premises or Unit, then the Main Metered Customer or Sub-Metered Customer must notify the Company in writing at least **five (5) days** before their final move out date.

9.3 Pursuant to Clause 9.2, the Company will arrange for a final meter reading and the Main Metered Customer or Sub-Metered Customer shall be responsible for the payment of all bills under the Main Metered Customer or Sub-Metered Customer's account.

## **10. BILLING AND PAYMENT**

10.1 The Main Metered Customer and/or Sub-Metered Customer shall be billed for the consumptions of electricity recorded by the Main Meter and Sub-Meter under the appropriate Tariff.

- 10.2 The electricity supply to the Main Metered Customer shall be measured by the Main Meter which shall be installed by the Company at the Main Metering Point.
- 10.3 Each Sub-Metered Customer's supply to any Unit shall be separately metered using the Sub-Meter which is installed at the Sub-Metering Point.
- 10.4 For the Sub-Metered Customer, the electricity charges shall be billed directly to the Sub-Metered Customer by the Company.
- 10.5 The Main Metered Customer shall be billed for the difference in the consumption recorded by the Main Meter and the consumption recorded by the Sub-Meter.
- 10.6 The electricity bills shall be delivered to the Main Metered Customer and/or Sub-Metered Customer in accordance with the address as stipulated in **Item 2 and/or Item 4 of the Schedule** unless notified otherwise in writing by the Main Metered Customer and/or Sub-Metered Customer to the Company.
- 10.7 Non-receipt of any bill does not relieve the Main Metered Customer and/or Sub-Metered Customer from the liability under this Contract to make payment for the bills delivered to the Main Metered Customer and/or Sub-Metered Customer.
- 10.8 Should the Company discover at any point of time that the Main Meter and/or Sub-Meter failed to record the consumption correctly for any reason whatsoever, the Company retains the right to bill the Main Metered Customer and/or Sub-Metered Customer and adjust the amount based on the Company's best estimate electricity consumed for the relevant period of consumption by the Main Metered Customer and/or Sub-Metered Customer.
- 10.9 All electricity bills shall be paid on or before the due date stated therein.
- 10.10 The Main Metered Customer and/or the Sub-Metered Customer shall not be entitled to withhold payment of any disputed amount of electricity bill. Where any dispute as to the amount of electricity bill is settled in favour of the Main Metered Customer and/or Sub-Metered Customer, the

Company shall credit the disputed amount into the Main Metered Customer and/or Sub-Metered Customer's account with the Company.

- 10.11 The Company shall have the right to impose late payment charge at the rate of **one percent (1%)** for every thirty (30) days from the tax invoice date to the Main Metered Customer and/or Sub-Metered Customer on the amount outstanding due to any late payment. The late payment charge shall be imposed from the due date until the date of the actual receipt of payment of the outstanding amount by the Company. A processing fee of **Ringgit Malaysia Ten (RM10.00)** will be levied on the 90th day from the statement date.
- 10.12 In the event of non-compliance of provision under Clause 10.9 herein, the Company shall at its absolute discretion and without liability to the Main Metered Customer and/or Sub-Metered Customer or any third party, disconnect the electricity supply to the Premises and/or Unit at any time after the due date specified in the electricity bill.
- 10.13 Where the payment of bills is made by cheque, the Main Metered Customer and/or Sub-Metered Customer shall be under a duty to ensure that the same are honoured. A penalty of **Ringgit Malaysia Ten (RM10.00) only** will be levied for every dishonoured cheque.

## **11. RELATED TAXES AND DUTIES**

Any related taxes and duties (including GST) imposed by the Federal and State Government in respect of the supply of electricity by the Company to the Main Metered Customer and/or Sub-Metered Customer under this Contract shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

## **12. METER TAMPERING**

- 12.1 On completion of each connection and the meters and cut-out sealed, the Main Metered Customer and/or Sub-Metered Customer shall be held responsible if the meter, seal or cut-out is removed or tampered with. Should the meter or seal be found to have been tampered with or the Main Metered Customer and/or Sub-Metered Customer fails to have the supply metered through the appropriate meters, the supply may be immediately disconnected and the meters will be replaced at the costs of the Main Metered Customer and/or Sub-Metered Customer.



12.2 The Company reserves the right to recover in full the loss of revenue arising from the act of tampering and claim any remedies available to it at law in the event that the meter is unable to record the correct meter reading due to the act/omission of the Main Metered Customer and/or Sub-Metered Customer.

Any:

- (i) costs, expenses and/or damages suffered or incurred by the Company in procuring replacement of the meter;
- (ii) loss of revenue; and
- (iii) penalty for offences in the Ordinance

in respect of the above shall be borne by the Main Metered Customer and/or Sub-Metered Customer.

### **13. DISCONNECTION/RECONNECTION OF ELECTRICITY SUPPLY**

#### **13.1 Disconnection By The Company Due To Events Of Default, Court Order, Safety, Security And Under The Law:**

13.1(a) The Company shall have the right to disconnect the electricity supply of the Main Metered Customer and/or Sub-Metered Customer in any situations mentioned below: -

- (i) any events of default have been committed by the Main Metered Customer and/or Sub-Metered Customer or occurred in accordance with Clause 14;
- (ii) by Court Order or Judgement;
- (iii) if in the opinion of the Company that the continuation of the supply will jeopardize the safety, reliability or security of the Company's system or presents an imminent physical threat or endanger the safety, life or health of any person; and
- (iv) any right to disconnect the supply without notice as provided under this Contract and/or Ordinance and/or Rules.

- 13.1(b) Any disconnection of supply to the Premises and/or Unit shall be carried out by the Company from the cut out of the Main Meter or Sub-Meter or any isolating device installed and sealed by the Company.
- 13.1(c) Where the Main Metered Customer has outstanding electricity bills with the Company: -
- (i) reminder letter with a statement certifying the payment that are outstanding shall be sent by the Company to the Main Metered Customer;
  - (ii) after three (3) reminders, the Company will inform the Main Metered Customer that supply will be cut off if no payment is made; and
  - (iii) after (i) and (ii) above, if the outstanding electricity bills amount is still unsettled, the Company shall inform the Sub-Metered Customers that the Main Metered Customer account is in default of payment and the supply will be cut-off in accordance with either (a) or (b) below;
    - a. if all the above fails, the Company shall initiate supply cut-off to the common facilities. The Company shall have the right to enter and operate into the Main Metered Customer's electrical installation at any reasonable hours to exercise its rights under the law and disconnect the supply to any common facilities. The Main Metered Customer shall give access to the authorized representatives of the Company to enter and operate into the Main Metered Customer's electrical installation for the said purpose; or
    - b. in the event that the Company have no access to disconnect only to the common facilities, the Company shall have the right to disconnect the supply to the Main Meter, which may affect the supply of electricity to the Sub-Metered Customers, even if the Sub-Metered Customer does not have

any outstanding electricity bills with the Company. Under the said circumstances, the Company shall not be liable to both the Main Metered Customer and Sub-Metered Customers for any losses and damages resulting from the disconnection of electricity supply to the Premises.

**13.2. Disconnection or Connection Of Supply By Main Metered Customer**

13.2.1 Where the electrical installation within the Premises is under the operation and control of the Main Metered Customer, the Main Metered Customer may operate any switches and/or isolation devices under their operation and control to any Units under their ownership.

13.2.2 Where such Units within the Premises are rented out by the Main Metered Customer to the Sub-Metered Customer, the Main Metered Customer can operate the switches or isolation devices within the electrical installation that may or may not interrupt the supply of electricity to the said Units.

13.2.3 Any disconnection or connection of supply to any Unit by the Main Metered Customer by operating the switches or isolation devices pursuant to Clause 13.2.2 shall not constitute disconnection or connection of supply by the Company.

**14. TERMINATION OF CONTRACT**

14.1 The occurrence of any one of the following shall constitute an event of default under this Contract: -

(a) Act or default of the Main Metered Customer and/or Sub-Metered Customer affecting the efficiency and /or safety of the Company's installation;

(b) The Main Metered Customer and/or Sub-Metered Customer fails to comply with any of its material covenant and any provision under this Contract and/or Ordinance and/or Rules;

- (c) If the Main Metered Customer and/or Sub-Metered Customer fails to make any payments (including electricity bills) due to the Company within the time provided to make the such payments;
- (d) If the Main Metered Customer and/or Sub-Metered Customer applies for a consent to the appointment of or the taking of possession by a receiver or liquidator of itself or of all or a substantial part of its property;
- (e) If the Main Metered Customer and/or Sub-Metered Customer makes a general assignment or an arrangement or composition with or for the benefit of its creditors;
- (f) If the Main Metered Customer and/or Sub-Metered Customer commences a voluntary case or file a petition against such Party seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization of its debts, winding up or composition;
- (g) If the Main Metered Customer and/or Sub- Metered Customer is under receivership or under special administration or liquidation;
- (h) If the Main Metered Customer and/or Sub-Metered Customer is declared bankrupt;
- (i) Upon the Main Metered Customer and/or Sub-Metered Customer resolution or death;
- (j) If the premises or Units of the Main Metered Customer and/or Sub-Metered Customer is under auction and/or foreclosure proceedings; and
- (k) If during meter reading and/or inspection, the Main Metered Customer and/or Sub- Metered Customer fail to co-operate fully with the Company's authorized representatives and render the necessary assistance to undertake the meter reading and/or inspection.

14.2 If an event of default occurs, the Company may terminate this Contract by giving **seven (7) day** notice in writing to the Main Metered Customer and/or Sub-Metered Customer and/or pursue with any remedies available to the Company at law (including disconnection of electricity supply). Upon termination of this Contract: -

- (a) the Company shall have the right to cease any and/or all of its obligations and liabilities under this Contract; and
- (b) the Company shall be entitled to claim against the Main Metered Customer or Sub-Metered Customer for all to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Company arising from such termination.

The termination of this Contract herein shall not affect or prejudice the rights of the Company which have accrued prior to the date of termination of this Contract.

## **15. TRANSFER OF OUTSTANDING AMOUNT AND COLLATERAL DEPOSIT**

- 15.1 The Company shall have the right to transfer any outstanding amount of electricity from any account of the Main Metered Customer and/or Sub-Metered Customer to any active account registered under the Main Metered Customer or Sub-Metered Customer's name.
- 15.2 If there is a balance of collateral deposit from the Main Metered Customer and/or Sub-Metered Customer's terminated account, the Company shall have the right to use the balance of the Collateral Deposit to offset any outstanding amount from whichever account registered under the Main Metered Customer and/or Sub-Metered Customer's name.

## **16. FORCE MAJEURE**

The Company shall not be liable to the Main Metered Customer and/or Sub-Metered Customer for any breach of terms and conditions of this Contract due to any of these events which shall include but not limited to:-

- (a) national emergency war;
- (b) hostilities, riot;
- (c) civil commotion;
- (d) earthquake;
- (e) flood; and
- (f) disposition or by compliance with any order of government, local or any other authorities.

## **17. INTERRUPTION OF ELECTRICITY SUPPLY**

- 17.1 The Main Metered Customer and/or Sub- Metered Customer hereby agrees that the Company shall not be liable for any costs incurred, loss and damage to industrial goods, products, properties, reputations or life of the Main Metered Customer or Sub-Metered Customer as a result of (1) any accidents not due to any wilful acts to comply with any safety measures as provided under any written law by the Company, (2) interruption of electricity supply due to fluctuation or variation of voltage and frequency, (3) interruption of electricity supply due to any act of God such as fire, flood and so on, (4) interruption of electricity supply due to acts of vandalism and theft; (5) interruption of electricity supply due to any directions or orders from Malaysian Courts, Malaysian Government or Malaysian local authorities; and (6) interruption of electricity which is beyond the control of the Company and not due to the wilful acts of the Company or its employees or representatives.
- 17.2 The Company may temporarily interrupt the electricity supply for purposes of testing, carrying out repairs, extensions or modifications to the Company's system at no costs payable to the Main Metered Customer and/or Sub- Metered Customer. The Company is not obliged to provide alternative source of supply upon such interruption to electricity supply.
- 17.3 The Main Metered Customer and/or Sub- Metered Customer shall have no claim against the Company for failure of supply or any delay in giving supply arising from any cause whatsoever.

## **18.1 INFORMATION IN CONTRACT**

- 18.1 It shall be the responsibility of the Main Metered Customer and/or Sub-Metered Customer to ensure that the information to be provided by the

Main Metered Customer and/or Sub-Metered Customer in this Contract is correct, updated and true.

- 18.2 In the event that the information to be provided by the Main Metered Customer and/or Sub-Metered Customer has been changed including the address and contact number of the Main Metered Customer and/or Sub-Metered Customer, the Main Metered Customer and/or Sub-Metered Customer shall inform the Company in writing within **five (5) days** from the date the address and contact number of the Main Metered Customer and/or Sub-Metered Customer is changed.
- 18.3 If the Main Metered Customer and/or Sub-Metered Customer fails to inform the Company on the change of address and contact number pursuant to Clause 18.2, the Company shall not be responsible in the event that the Main Metered Customer and/or Sub-Metered Customer does not received any notice, letters, bills and others from the Company.
- 18.4 Any outstanding bills which are sent based on the address as stated in this Contract (until confirmed to be changed in writing by the Main Metered Customer and/or Sub-Metered Customer) shall be deemed to be payable by the Main Metered Customer and/or Sub-Metered Customer.

## **19. PERSONAL DATA**

- 19.1 The information provided by the Main Metered Customer and/or Sub-Metered Customer shall be used by the Company and/or its group of company in accordance with the Privacy Notice issued by the Company.
- 19.2 By submitting the application for supply of electricity and executing this Contract, the Main Metered Customer and/or Sub-Metered Customer consent to the use of such information for the purpose as provided for in the Privacy Notice issued by the Company.

## **20. NOTICE**

- 20.1 Any correspondences including notice, letter, bill and so on to be given to the Main Metered Customer and/or Sub-Metered Customer (unless it

is published in the media) shall be deemed to be given if the same is delivered or sent as follows: -

- (a) by registered post to the address of the Main Metered Customer and/or Sub-Metered Customer as stated in this Contract and received by the Main Metered Customer and/or Sub-Metered Customer on the fifth (5<sup>th</sup>) day following the day on which it was dispatched to; or
- (b) by hand delivery by the Company's employees and/or agents to the address of the Main Metered Customer and/or Sub-Metered Customer as stated in this Contract on the day any notice, letter or bill is hand delivered to the Main Metered Customer and/or Sub-Metered Customer; or
- (c) by facsimile transmission, shall be deemed to have been served upon receipt by the Company of a transmission report emanating from the facsimile machine of the Company indicating that the notice has been properly transmitted. If a notice sent by facsimile transmission is sent or received on a day, which is not a working day or after 5.00 p.m. on a working day, it is deemed to be received on the next working day; or
- (d) by email shall be deemed to have been served upon receipt by the Company of email delivery report from the Company's email account that the attachment has been sent to the Main Metered Customer and/or Sub-Metered Customer.

20.2 Any correspondences including notice, letter, bill and so on to be given to the Company shall be deemed to be given if the same is delivered or sent as per the following: -

- (a) by registered post to the Company's respective regional office (attention to: Senior Manager, Customer Service) on the fifth (5<sup>th</sup>) day following the day on which it was dispatched to; or
- (b) by hand delivery by the Main Metered Customer and/or Sub-Metered Customer and/or their employees or agents to the Company's respective regional office (attention to: Senior Manager, Customer Service) on the day any notice, letter or bill is hand delivered to the Company; or



- (c) by facsimile transmission to the Company's respective regional office facsimile shall be deemed to have been served upon receipt by the Main Metered Customer and/or Sub-Metered Customer of a transmission report emanating from the facsimile machine of the Main Metered Customer and/or Sub-Metered Customer indicating that the notice has been properly transmitted. If a notice sent by facsimile transmission is sent or received on a day, which is not a working day or after 5.00 p.m. on a working day, it is deemed to be received on the next working day; or
- (d) by email to the Company's customer service officer shall be deemed to have been served upon receipt by the Main Metered Customer and/or Sub-Metered Customer of email delivery report from the Main Metered Customer or Sub-Metered Customer's email account that the attachment has been sent to the Company.

## **21. CONSENT**

Any request for supply of electricity to the Sub-Metered Customer through Sub-Meter in respect of any Unit in the Premises shall be consented to in writing by the Main Metered Customer.

## **22. CHANGE OF OWNERSHIP**

- 22.1 It is the responsibility of the Main Metered Customer and/or Sub-Metered Customer to immediately inform the Company and terminate the Contract whenever there is any change of ownership or tenants in respect of the Premises and/or Unit to which supply pursuant hereto is connected, failing which, the Main Metered Customer and/or Sub-Metered Customer shall continue to be fully liable for the electricity supplied thereto and charged accordingly.
- 22.2 Pursuant to Clause 22.1 and upon termination of this Contract by the Main Metered Customer and/or Sub-Metered Customer, the Company reserves all the rights to inspect and/or disconnect electricity supply to the Premises and/or Unit. Any outstanding bills after such termination of the Contract shall be fully settled by the Main Metered Customer and/or Sub-Metered Customer.

- 22.3 The Company reserves the right to reject any fresh application of electricity supply by the new owner or tenant in the event that any outstanding electricity bills have not been fully settled by the Main Metered Customer and/or Sub-Metered Customer.
- 22.4 If the electricity bills remain unpaid in respect of one premise belongs to the Main Metered Customer and/or Sub-Metered Customer, and which property has been transferred to the new owner or tenant, the Company shall also have the right to reject any fresh application for electricity supply by the Main Metered Customer and/or Sub-Metered Customer in respect of his or her other properties.
- 22.5 In the event that there is outstanding electricity bill in respect of the Premises and/or Unit which has been auctioned, the payment of the electricity bill shall be paid in accordance with the Memorandum of Sale /Conditions of Sale, failing which the Company shall have the right to reject any fresh application for electricity supply to the auctioned property pending payment of the same by the successful bidder or the owner of the Premises and/or Unit.

### **23. DECEASED CUSTOMER**

- 23.1 The Main Metered Customer shall inform the Company in writing in the event of death of any Sub-Metered Customer (if it is known) having Contract with the Company and produce any evidence of death of the deceased customer (if any).
- 23.2 Any of the occupiers of the Premises and/or Unit, upon the death of the deceased customer shall enter into a fresh contract with the Company for the purpose of supply of electricity failing which the Company reserves all the rights to disconnect the electricity supply to the Premises and/or Unit at any time.

### **24. VACATED PREMISE**

- 24.1 If the Main Metered Customer and/or Sub-Metered Customer vacates the Premises and/or Unit without giving any notice in writing to the Company, the Main Metered Customer and/or Sub-Metered Customer shall be responsible for payment of all electricity consumed and any other charges due until the supply been disconnected and/or all electrical

installation been dismantled or until such time when another customers applies for a supply of electricity and enters into a new Contract with the Company.

- 24.2 The Company reserves the right to disconnect the electricity supply and/or remove/ dismantle all electrical installation up to the meter point without notice if it is found unsafe or other reasonable reasons to do so.

## **25. MISCELLANEOUS PROVISIONS**

### **25.1 Liability of Main Metered Customer and/or Sub-Metered Customer for Damage to Equipment**

25.1.1 The Main Metered Customer or Sub-Metered Customer will be held responsible by the Company for the safe keeping of all meters and other equipment belonging to the Company placed on the Premises and/or Unit.

25.1.2 Should any damage or injury be caused by fire, water, accident, theft or any other causes for which the Company is not responsible, the Main Metered Customer and/or Sub-Metered Customer shall pay to the Company on demand the cost of making good any such damage or injury.

### **25.2 Responsibilities of Main Metered Customer or Sub-Metered Customer**

25.2.1 The Main Metered Customer and/or Sub-Metered Customer shall utilize the electricity supply in an optimal, safe, efficient, diligent and prudent manner.

25.2.2 The Main Metered Customer and/or Sub-Metered Customer shall pay for all damages to the property of the Company due to negligence or wilful misconduct on the Main Metered Customer and/or Sub-Metered Customer's part or any persons under the Main Metered Customer and/or Sub-Metered Customer's control.

### **25.3 Removal of the Company's Installation**

If the Main Metered Customer and/or Sub- Metered Customer or owner of the premise request the Company to remove or re-site the supply line, pole, sub-station, pylon, or any installation or equipment, all cost of executing the removal or re-sitting shall be fully borne by the Main Metered Customer and/or Sub- Metered Customer as the case maybe.

### **25.4 Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Malaysia, and the Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

### **25.5 Assignment**

The Main Metered Customer and/or Sub-Metered Customer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of the Company.

### **25.6 Waiver**

Knowledge or acquiescence by the Company of or in breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such acknowledge or acquiescence, the Company shall be entitled to exercise its rights under this Contract.

### **25.7 Time**

Time wherever mentioned shall be the essence of this Contract.

### **25.8 Successors-In-Title**

This Contract shall be binding upon the successors-in-title and permitted assigns of the respective Parties hereto.

### **25.9 Stamp Duty**

The stamp duty in respect of this Contract shall be borne and fully paid by the Main Metered Customer and/or Sub-Metered Customer.

### **25.10 Severability**

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision here

## **SCHEDULE**

(Which is to be taken read and construed as an integral part of this Contract)

<b>SECTIONS</b>	<b>ITEMS</b>	<b>PARTICULARS</b>
<b>1</b>	<b>Effective Date</b>	
<b>2</b>	<b>Main Metered Customer</b>	<p><b>a) Individual:</b> Name: WN.KP: Address: Contact No: (i) Phone Number: (ii) Facsimile Number: (iii) Email Address: Contract Person:</p> <p><b>b) Company:</b> Name: Company No./ Business Registration No: Address: Contact No: (i) Phone Number: (ii) Facsimile Number: (iii) Email Address: Contract Person:</p>

<p><b>3</b></p>	<p><b>Sub-Metered Customer</b></p>	<p><b>a) Individual: -</b>  Name:  WN.KP:  Address:  Contact No: -  (iv) Phone Number:  (v) Facsimile Number:  (vi) Email Address:  Contract Person:</p> <p><b>b) Company:</b>  Name:  Company No./  Business Registration No:  Address:  Contact No:-  (i) Phone Number:  (ii) Facsimile Number:  (ii) Email Address:  Contact Person:</p>
<p><b>4</b></p>	<p><b>Premises</b></p>	