

DEFINITIONS

- 1. ACT**
The Electricity Supply Act 1990 (Act 447) and/or any regulations made hereunder and/or any amendment, revision, modification or enactment made thereto or thereof from time to time.
- 2. ACTUAL MAXIMUM DEMAND**
Means the maximum demand as registered by the kilowatt meters installed at the consumer's premises on which basis the Consumer shall be billed monthly for the capacity of electrical power utilized.
- 3. APPLICATION FORM**
Application Form means a form for electricity supply application either in a physical printout version or in a digital version via online application, whichever applicable
- 4. BUSINESS/NON-DOMESTIC CONSUMER**
Any Consumer who applies for electricity for purposes other than for private dwelling (Private dwellings are domestic premises, which are not used as hotels, boarding houses or for the purpose of carrying out any businesses, trades, profession or service).
- 5. CHANGE OF TENANCY**
The process of changing the current registered consumer to a new registered consumer who shall be liable for the existing electricity account of a premises.
- 6. CONNECTION CHARGE**
An upfront contribution amount payable by a Consumer requiring infrastructure for new supply and/or upgrading of existing infrastructure for additional supply requirement as approved by Energy Commission as provided under the Act.
- 7. CONSUMER**
A person who is supplied with electricity or whose premises are for the time being connected for the purpose of supply of electricity by the Supply Authority or a Licensee.
- 8. CONTRACT**
The Contract of Electricity Supply comprising of terms and conditions and the supply application form.
- 9. CONNECTION LOAD CHARGE (CLC)**
The additional charge for each kilowatt payable by the Consumer on a monthly basis when the actual Maximum Demand recorded is less than 75% of the Declared Maximum Demand.
- 10. DECLARED MAXIMUM DEMAND**
Means the Consumer's declared electrical power requirement which shall be in kilowatt (kW) or mega-watt (MW) as contracted with TNB.
- 11. DOMESTIC CONSUMER**
A Consumer occupying a private dwelling premises, which is not used as a hotel, boarding house or used for the purpose of carrying out any form of business, trade, professional activities or services.
- 12. ENERGY COMMISSION**
The Energy Commission established under the Energy Commission Act 2001.
- 13. EXTRA HIGH VOLTAGE**
A voltage normally exceeding 230,000 volts.
- 14. EXTRA LOW VOLTAGE**
A voltage normally not exceeding 50 volts alternating current or 120 volts direct current, whether between conductors or between conductor and earth.
- 15. HIGH VOLTAGE**
A voltage normally exceeding 50,000 volts but equals to or not exceeding 230,000 volts.
- 16. LAWS**
Any provisions of the Act, principle of law as decided by the court or court order which affects any issues relating to the supply of electricity to the Consumer.
- 17. LICENSEE**
A person licensed under section 9 of the Act.
- 18. LIQUIDATED DAMAGES**
A sum of money chargeable to the Consumer who fails or cease to take supply for the period of 5 years.
- 19. LOW VOLTAGE**
A voltage normally exceeding extra low voltage but not exceeding 1,000 volts alternating current or 1,500 volts direct current between conductors, or 600 volts alternating current or 900 volts direct current between conductor and earth.

- 20. MAXIMUM DEMAND**
Means for any month, the electrical power taken by the Consumer measured to be twice the largest number of kilowatt-hours (kWh) supplied during any consecutive thirty (30) minutes in that month.
- 21. MEDIUM VOLTAGE**
A voltage normally exceeding Low Voltage but equals to or not exceeding 50,000 volts.
- 22. MONTHLY MINIMUM CHARGE (MMC)**
A monthly charge applicable to Consumer in the event his monthly total electricity bill (kW and/or kWh) is less than the stated amount stipulated in the prevailing Tariff as approved by the government.
- 23. PROJECT MINIMUM MONTHLY CHARGES (PMMC)**
A monthly charge equivalent to 2% of the net capital cost of the supply project. The PMMC is chargeable only during the first 5 years from the date of supply, after which MMC shall be applied. Subject to the amount of electricity consumed, a Consumer will be charged the higher of PMMC or the consumption based on the applicable tariff as approved by EC or any relevant authority
- 24. REGISTERED ELECTRICAL CONTRACTOR**
A person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Regulations 1994.
- 25. SUPPLY AUTHORITY**
Any statutory authority established by an Act of Parliament or any other law to generate and/or supply electricity.
- 26. TARIFF**
The rates to be charged to the Consumer for the consumption of electricity as referred under the tariff column of the Application Form, as provided by the Act.
- 27. TNB**
Tenaga Nasional Berhad (200866-W), a company incorporated in Malaysia under the Companies Act 1965 and with its registered address at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129 Jalan Bangsar, 59200 Kuala Lumpur and having branches in Peninsular Malaysia.

A. CONSUMER'S COVENANTS

- 1. TO TAKE SUPPLY**
To take supply at the premises according to the Tariff rates pursuant to the provision of the Act.
- 2. CONNECTION CHARGE**
To pay to TNB a Connection Charge in full (if any) and such payment to be paid before any work is commenced by TNB, as provided in the Act.
- 3. DEPOSIT**
To pay the required deposit to cover the estimated charges for two (2) months supply of electricity before the supply is connected, provided that TNB shall from time to time have the right to revise the amount of deposit required depending on the amount of charges for consumption of electricity. Payment of deposit can be made in the form of cash, cheque, bank draft, cashier's order or bank guarantee.

Provided that, except for deposit paid in the form of bank guarantee, TNB shall pay to the Consumer subject to such conditions and at such rates may be prescribed a sum equivalent to the annual interest on the deposit pursuant to the Act.
- 4. UPKEEP AND MAINTENANCE OF TNB'S INSTALLATION AND EQUIPMENT**
The Consumer agrees: -
 - a) to take steps to ensure no damage or tampering is caused to the said installation and equipment;
 - b) to allow TNB to maintain any electrical installation and equipment within the Consumer's premises at any time for safety purposes.If there is any defect or abnormality on the installation, TNB shall have the right to make good the defects without being liable for any damages provided always it is not due to the negligence or wilful acts of TNB, its employees or agents.
- 5. TERMINATION BY THE CONSUMER**
Subject to clause 26, to give TNB notice in writing and shall be served by: -
 - a) hand delivery; or
 - b) registered post; or
 - c) regular post; or
 - d) electronic as determined by TNB.

Termination of Contract shall be effective three (3) working days after TNB received the termination notice. The Consumer shall provide access for TNB to perform the supply disconnection and if the Consumer fails to do so, the termination shall not come into effect and Consumer must pay all charges related to the electricity consumption at the premises until the actual disconnection of supply and termination of the contract can be performed.

6. VACATED PREMISES

If the Consumer vacates the premises without giving any notice to TNB as provided under Clause 5, the Consumer shall be liable to pay all charges of electricity consumption and any charges payable relating to the electricity supply until the installation is disconnected or until another consumer applied for electricity supply and entered into a new contract of supply.

TNB shall have the right not to provide electricity supply at any other premises to the Consumer who vacated the premises until the Consumer has made full payment of the outstanding balance.

7. TENANTED PREMISES

In the event the premises is tenanted, the Consumer/owner of the premises agrees: -

- a) to inform tenant to apply for electricity to be registered under the tenant's name by way of Change of Tenancy upon occupancy to TNB;
- b) to inform TNB of any change of tenancy and the Consumer has the option for the tenant to apply for Change of Tenancy for the account;
- c) the Consumer to take full responsibility to pay all the bills registered under the Consumer's name;

8. RESPONSIBILITY TO MAKE GOOD ALL DAMAGE

The Consumer shall pay for all damages which are intentionally caused on TNB's installation within the Consumer's premises or due to negligence on the Consumer's part or any persons under his control.

9. NO INTERFERENCE OF ELECTRICITY SUPPLY TO OTHER CONSUMERS

To use electricity supply so as not to interfere with the supply of electricity to any other consumers.

10. NO OBSTRUCTION TO TNB'S INSTALLATION

- a) The Consumer shall not create any obstruction and/or undertake any activity in the vicinity of any TNB's electrical installation and/or place any equipment which may endanger life or properties and/or to make any electrical wiring and/or installation to any existing wiring and installation at any premises without any written permission from the Energy Commission and/or TNB.
- b) (i) TNB has the right to take any reasonable action to remove any obstruction created by the Consumer or representative under Consumer's supervision/control.
(ii) TNB shall not be liable to pay any compensation for any losses and/or damages to the Consumer due to the said removal.

11. RENEWABLE ENERGY INSTALLATIONS

All renewable energy installations shall be subjected to the guideline as approved by Energy Commission.

12. ACCESS

The Consumer consents with TNB that the authorised employees, servants, agents and/or representatives of TNB shall be permitted to have access to the premises of the Consumer at reasonable time, manner and circumstances: -

- (a) To carry out their duties/ inspection and/or test and/or construction and/or other things relevant to the supply and disconnection to the Consumer's premises.
- (b) For entry pursuant to Clause 12(a) TNB shall make good any damage, if any, as a result of such entry.

13. APPLICANT DECLARATION

The Consumer shall abide at all times to the Applicant Declaration as stipulated in the Application Form.

B. TNB'S COVENANTS

14. LOCATION OF TNB'S INSTALLATION

TNB shall determine the position and end-connection of entry route of the service lines or cable(s) including cut-out fuses, meter(s), and others to the Consumer's premises. In the event that the Consumer wishes to remove the said installation, authorization of TNB must be obtained and the costs of the removal shall be fully borne by the Consumer. Any removal made without written authorization shall entitle TNB to disconnect the supply without any notice.

15. USAGE OF INSTALLATION FOR OTHER CONSUMER

TNB may use its part of the installation to supply electricity to other consumers in the area.

16. INSPECTION BY TNB

- (a) TNB may need to inspect and test all installations before connection of supply. However, it is the responsibility of the Registered Electrical Contractor to ensure that the installations are safe.
- (b) The Consumer shall inform TNB of any proposed extensions or alterations to the installations so that TNB may conduct inspection and test of the extension or alteration if TNB so desires.
- (c) TNB does not accept any responsibility for any loss or damage caused by or occurs during or after test due to any defect in the installation and any test carried out by TNB is for TNB's purposes only and does not imply any warranty that the installation is suitable for the Consumer's purposes or that it fully complies with the Act or any subsequent amendments made there under.

17. TEMPORARY DISCONNECTION OF SUPPLY

TNB may temporarily disconnect the supply to the Consumer's premises for any purposes in connection with TNB's efficient electricity supply system by giving an early notice. TNB shall not be liable to provide any alternative supply after the disconnection.

18. CHANGE OF TENANCY

In the event the Consumer's premises which supply is being given under this Contract is tenanted, TNB shall inform the Consumer that they have the option for the tenant to apply for Change of Tenancy for the account.

19. THE CONSUMER'S STATUS

TNB has the obligation to provide electricity supply to the legal owner or occupier of any premises as provided by the Law.

C. IT IS HEREBY AGREED BY BOTH PARTIES

20. RISER AND LATERAL MAINS

- (a) For single individual premises, any installation comprising mains and service lines and other ancillary equipment up to and including the meter will be the property of TNB;
- (b) For multi tenanted premises where part of the supply is intended for including but not limited to the owner, developer, management or landlord, and the rest for the tenants in the building, the landlord's supply and each of the tenant's supplies will be separately metered and billed by TNB. The owner, developer, management, landlord or their respective agents shall provide, own, maintain and repair at his own expense the electrical systems in the buildings including adequate and necessary rising and lateral mains. The design, installation and operating of such electrical systems shall comply with requirements set by the relevant authorities including the Statutory Authority and TNB as provided by the Act.

21. BILLING AND PAYMENT

- (a) All bills including but not limited to any other applicable charges in respect of any amounts payable to TNB shall be rendered to the Consumer monthly and shall be paid by the Consumer within thirty days of its presentation.
- (b) Notwithstanding anything hereinbefore mentioned, TNB shall have the right to impose Minimum Monthly Charge in the event the monthly total electricity bill is less than the stipulated amount in the Tariff Book.
- (c) TNB shall have the right to impose surcharge of one percent (1%) on the outstanding amount calculated until the date of full payment.
- (d) The Consumer shall be liable for electricity bills issued by TNB including any unpaid amount insofar as the account is registered under the Consumer's name regardless of any consumption of electricity by any third party.
- (e) The Consumer shall be responsible to repay the amount in the bills rendered by TNB including any other relevant charges for any invalid payment made by the Consumer such as false credit card, bounced cheque and any other invalid payment.
- (f) In the event the Consumer fails to make payments of any amount pursuant to Clause 21(a), (b) and (c), TNB shall have the right to disconnect electricity supply at the Consumer's premises.
- (g) The Consumer shall be liable to pay for any unpaid amount of electricity bill and/or loss of revenue and/or expenses incurred by TNB by reason of dishonest consumption of electricity supply in accordance with the provisions of the Act.
- (h) TNB shall have the right to make adjustment and to update the Consumer's account in accordance with the Law.

22. REMOVAL OF TNB INSTALLATION

If the Consumer or the proprietor of the premises requests TNB to remove or relocate the supply line, pole, sub-station, pylon or any other TNB's installation or equipment within or outside the Consumer's premises, subject to consent by TNB if the transmission/distribution system is not disrupted, all costs of executing the removal or relocation shall be fully borne by the Consumer or the proprietor as the case may be.

23. EVENT OF DEFAULT

The occurrence of any of the following shall constitute an event of default under this Contract and it is not limited to:

- (a) Act or default of the Consumer affecting the efficiency and/or safety of TNB's installation.
- (b) The Consumer has failed to comply and/or breach with any provision of this Contract and/or the Act and/or commit any offence under the Act.
- (c) The Consumer has obtained consent for 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.
- (d) The Consumer acknowledges in writing its inability to pay its debt as such debts become due.
- (e) The Consumer makes a general assignment or an arrangement or composition with or for the benefit of its creditor.
- (f) Instituting a case voluntarily or filing a petition against any party seeking to take advantage of any law relating to bankruptcy, insolvency, restructuring of its debts, winding up or composition.
- (g) The Consumer is under receivership or under special administration or liquidation.
- (h) The Consumer is declared a bankrupt by the Court.
- (i) Upon the Consumer dissolution or death.
- (j) Failure to pay the amount as stipulated under Clause 19 above.
- (k) Consumption of electricity in any dishonest manner.

- (l) The Consumer fails to comply with any of the provisions stipulated under Clause 13 of this Contract.

On such effective date of termination hereof, TNB shall be discharged from any obligations and liabilities under this Contract.

24. DISCONNECTION OF SUPPLY

TNB may disconnect the supply to the Consumer by giving no less than seven (7) working days prior notice in any situation mentioned below: -

- (a) Any default by the Consumer under Clause 21 and such default are not remedied within the stipulated period if any;
- (b) Any right to disconnect the supply as provided under the Act.

25. TERMINATION OF CONTRACT BY TNB

- (a) TNB may terminate this Contract on reasonable grounds taking into account of the circumstances accordingly, or for reasons permitted by the Law and this Contract upon giving not less than fourteen (14) working days' notice in writing of its intention to do so.
- (b) TNB may terminate this Contract under Clause 23 by giving fourteen (14) working days' notice from the date of expiry of the remedy period (if applicable)
- (c) If the Consumer renders to TNB a notice of disconnection of supply thereby it shall be deemed as a notice of termination of the Contract subject to the issuance of notice under Clause 25(a).
- (d) If TNB discovers that the information given is false and/or is disputed with the existence of prima facie proof relating to the supply and proven by any applicable laws, TNB shall have the right to terminate this Contract upon giving a written notice of not less than 48 hours.

26. NOTICES

Unless and otherwise provided under the Act and any clause stated under this Contract, any notice, demand or other communication which is required or allowed to be given or made under this Contract shall be in writing and shall be served by hand delivery or by way of prepaid registered post or ordinary post or electronically, as opted by the Consumer, to the address stated in this Contract. Proof of posting or service of any notice, demand or communication shall be deemed to be duly served:

- i) if service is delivered by hand, at the time of such delivery and duly acknowledged;
- ii) if service is by way of post, on the third (3rd) Working Day after posting thereof.
- iii) if service is by way of electronic means, at the time of delivery to the recipient; or
- iv) if service is by way of post and electronic means, on the third (3rd) Working Day after posting thereof.

27. SERVICES OF LEGAL PROCESS

The service of any legal process shall be by way of prepaid registered post sent to the address as stated in this Contract. Proof of posting will be regarded as proof of acceptance and the said service shall be deemed to have been duly served and duly received upon the expiry of five (5) days from the date of posting.

28. FORCE MAJEURE

TNB shall not be liable to the Consumer for any breach of terms and conditions of this Contract due to any of this event which shall include but not limited to national emergency, war, hostilities, riot, civil commotion, earthquake, flood, disposition or by compliance with any order of government, local government or any other authorities.

29. INDEMNITY AND NO LIABILITY CLAIM

- a) The Consumer agrees to indemnify and keep indemnified (indemnifying) TNB from and against all and/or any claims, actions, compensations, suits, proceedings, demands and all legal costs incurred thereby, brought against TNB, its servants or agents by a third party to which TNB may be or become liable in respect of or arising from the performance of this Contract provided always it is not due to the negligence or wilful acts of TNB, its employees or agents.
- b) The Consumer hereby agrees that neither TNB nor its employees, servants, agents, representatives shall be liable and/or make good the Consumer in respect of any damage, injury or loss to any of the Consumer's property and/or life unless such damage, injury or loss have been proven as a result of any wilful act, negligence, omission and/or failure to comply with any safety measures as provided under any written law.
- c) The Consumer hereby agrees further that TNB shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer as a result of any unavoidable accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident that may occur in consequence of the supply or the use or misuse which is not due to the negligence or wilful act of TNB and/or its employees.

30. PERMISSION FROM LANDLORD

If required, the Consumer may assist TNB in getting the permission from the landlord for the connection of electricity supply to the Consumer's premises.

D. MISCELLANEOUS

31. TAXES

(a) Service Tax

The Consumer shall bear and pay its own Service Tax on the services as may be levied by the government from time to time.

For the purpose of this clause:

"Service Tax" means the Service Tax applicable to the Contract pursuant to the Service Tax Act;

"Service Tax Act" means the Service Tax Act 2018 of Malaysia and includes its rules, regulations or guideline issued by the relevant authorities in charge of such tax.

(b) Other Taxes & Levies

Except as provided for otherwise, the Consumer shall be responsible for all present and future taxes, duties, levies, and other similar charges including any related interest and penalties, howsoever designated (hereinafter referred to as 'Other Taxes'), arising out or in connection with the supply of any kind imposed by law.

32. GOVERNING LAW

This Contract will be governed by and construed in accordance with the Act and any regulations made there under including any amendment thereto as well as any other relevant written laws.

33. AMENDMENT, MODIFICATION OR REPLACEMENT

No amendment or other variation to this Contract is binding unless the same is duly affected by an instrument in writing signed by the parties and expressed to be for the purpose of such amendments.

34. ASSIGNMENT

The Consumer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of TNB.

35. WAIVER

Knowledge or acquiescence by TNB 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, TNB shall be entitled to exercise its rights under this Contract.

36. TIME PERIOD

Time wherever mentioned shall be the essence of this Contract.

37. SUCCESSORS-IN-TITLE

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

38. STAMP DUTY

The stamp duty in respect of this Contract shall be borne and fully paid by the Consumer.

39. 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 hereof.

40. INSTALLATION OF EQUIPMENT TO GENERATE ELECTRICITY

The Consumer shall inform TNB on any equipment installed at his premise for the purpose of generating electricity.

41. POWER QUALITY

The Consumer shall ensure all its electrical installations have sufficient immunity against short duration voltage events (sags & swells) and transient events, and shall not generate other significant power quality voltage signatures that might have detrimental effects to the electrical supply systems. The related power quality technical standards are defined in TNB Electricity Supply Application Handbook (ESAH).

42. POWER FACTOR

The Consumer shall at any time use its best endeavor to obtain the highest power factor possible close to the value of 1.0 in all the operation of the Consumer's electrical installations. A power factor charge shall be imposed on the Consumer based on the current rates approved as provided by the Act if the power factor in any month falls short of the minimum power factor set under the existing TNB policy. Consumers under domestic tariff and streetlight tariff are exempted from the power factor charge.

43. WELDING SET

In addition to the applicable tariff rate, Low Voltage, Medium Voltage, High Voltage and Extra High Voltage Consumers who install transformer-operated electric welding set equipment will be imposed a charge. Motor-operated welding sets are exempted from the said charge.

44. CONFIDENTIALITY

Except as it is or becomes a part of the public domain, all information provided by either Party under this Contract shall be confidential at all times unless specified otherwise in writing.

45. PERSONAL DATA

- (a) TNB will comply with the provisions of the Personal Data Protection Act 2010 ("APDP 2010") while processing the Consumer's personal data under this contract;
- (b) TNB may disclose Consumer's personal data to lawyers, debt collection agencies and any third parties appointed by TNB as agents, contractors, service providers

- and/or professional advisors for any purpose related to the supply of electricity to the Consumer;
- (c) Consumer may make any inquiries, complaints or applications for access or correction to his/her personal data relating to the electricity supply to TNB;
 - (d) Consumer hereby agrees that his/her personal data may be transferred outside Malaysia for a lawful purpose or necessary for and directly related to the activities of supplying electricity by TNB. In the event of no consent is given by the Consumer, the personal data may be transferred to a country that have personal data protection law at least equivalent to the level of protection afforded by PDPA 2010 or for the exercise of any functions conferred on any person by any law; and
 - (e) TNB Personal Data Protection Policy can be accessed by the Consumer at <https://www.tnb.com.my/pdpa>.

E. THE FOLLOWING ADDITIONAL CLAUSES ARE APPLICABLE FOR BUSINESS/NON-DOMESTIC CONSUMER/LARGE POWER CONSUMER (LPC)

46. MAXIMUM DEMAND

Consumers who are taking supply at Medium Voltage, High Voltage or Extra High Voltage shall have an obligation to ensure that the Actual Maximum Demand shall not exceed Declared Maximum Demand;

- (i) In the event the Actual Maximum Demand at any time during the prescribed period exceeds the Declared Maximum Demand, the Actual Maximum Demand shall be the new Declared Maximum Demand for the billing purpose shall become effective from the next billing period.
- (ii) Notwithstanding the foregoing, in the event the Actual Maximum Demand exceeds the Declared Maximum Demand and such excess impacts or affects the safety, security and efficiency of the TNB System, TNB shall in its absolute discretion reduce the Maximum Demand to the Declared Maximum Demand.

47. CONNECTION LOAD CHARGE (CLC)

The Consumer shall be required to pay a Connection Load Charge (if any) when taking supply at Medium Voltage, High Voltage or Extra High Voltage based on the prevailing Tariff and Connection Charges policy.

48. LIQUIDATED DAMAGES

In the event the Consumer fails or ceases to take supply for the period of five (5) years after supply been given, the Consumer shall pay to TNB Liquidated Damages. Provided always that the amount and payment of Liquidated Damages shall be subjected to the prevailing Tariff and Connection Charges policy.

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