

CONDITIONS OF SUPPLY OF ELECTRICITY

1 Supply: Electricity will be supplied in accordance with the provisions of the Electricity Ordinance Cap 107 and Electricity Regulations for the time being in force. The supply provided will normally be 240 Volts, single phase, 50 cycle alternating current but a 415/240 Volts 3-phase four wire alternating current supply may be made available if the load justifies this.

2 Meters: Metering equipment will be provided by Connect Saint Helena Ltd. The consumer shall pay the appropriate fee for the rent of the meter. If the meter is found in any quarter to have ceased to register, or have registered incorrectly, the consumer shall pay, for the energy supplied for such quarter, a reasonable sum based on the readings of any meter formerly or subsequently installed on his premises, due regard being given to any changes in the character of the installation and any change in consumption, and any adjustments rendered necessary, owing to the meter having ceased to register or having registered incorrectly, shall be made only in respect of the energy supplied during such quarter.

3 Service Lines: The consumer shall contribute towards the cost of any lines or apparatus required to provide the supply, but the lines and apparatus so provided will remain the property of Connect Saint Helena Ltd and may be used for supplying other consumers.

4 Wiring Regulations: The consumer's installation must be carried out and maintained in accordance with the requirements of the Electricity Regulations Cap 107.

5 Payment: It is agreed by the consumer and Connect Saint Helena Ltd respectively, that the rates of charge for electrical energy supplied by Connect Saint Helena Ltd to the consumer shall (subject to the minimum payment required) be those in force from time to time as approved by the Regulator. Accounts will be rendered quarterly. If accounts are not paid within twenty eight days of the account's being rendered, Connect Saint Helena may disconnect the supply without further notice. Should the Consumer fail to make full settlement of the amount owing to Connect Saint Helena Ltd within 28 days of the date shown on the account, Connect Saint Helena Ltd may charge interest at the rate of 0.75% per month (or part of) on the outstanding amount due on a month by month basis until the outstanding amount and the accumulated interest is paid in full.

6 General: Connect Saint Helena Ltd shall not be liable for any loss of or damage to, property in consequence of any failure, total or partial, to supply electricity (including a failure to supply at the agreed voltage), or for any other defect in such supply, when such failure or defect was due to any of the following causes:-

- (a) tempest, violence, strikes, inevitable accident or other unavoidable cause, or *force majeure*;
- (b) breakdown of any part of the electricity works, machinery or electric lines;
- (c) fair wear and tear;
- (d) the reasonable requirements of the electric system;
- (e) any other cause beyond the control of Connect Saint Helena Ltd,

Provided that such immunity from liability shall not extend to any case where the failure or defect in the supply of electricity which caused the loss of, or damage to, property is proved to have been due to fault or negligence of Connect Saint Helena Ltd or any person employed by Connect Saint Helena Ltd in connection with the supply of electricity.

7 Termination of supply: A request to terminate a supply must be given in writing to Connect Saint Helena Ltd by the consumer at least twenty four hours prior to the intended date of termination. Failure to do so renders the consumer liable for payments for electricity supplied up to the date of the next meter reading.

8 Inspection and Testing: Connect Saint Helena Ltd shall cause the inspection and testing of all installations before connection to the supply. No supply will be connected until Connect Saint Helena Ltd have satisfied themselves that the consumers installation is in good order and condition and not likely to interfere with supplies to other consumers. The consumer shall inform Connect Saint Helena Ltd of any proposed extensions or alterations of his installation so that the company may make an inspection and test of the extension or alteration. Approval of an installation does not imply any warranty that the installation is suitable for the consumer's purposes, and Connect Saint Helena Ltd accepts no responsibility for loss or damage caused by or arising out of any defect in the consumer's installation.

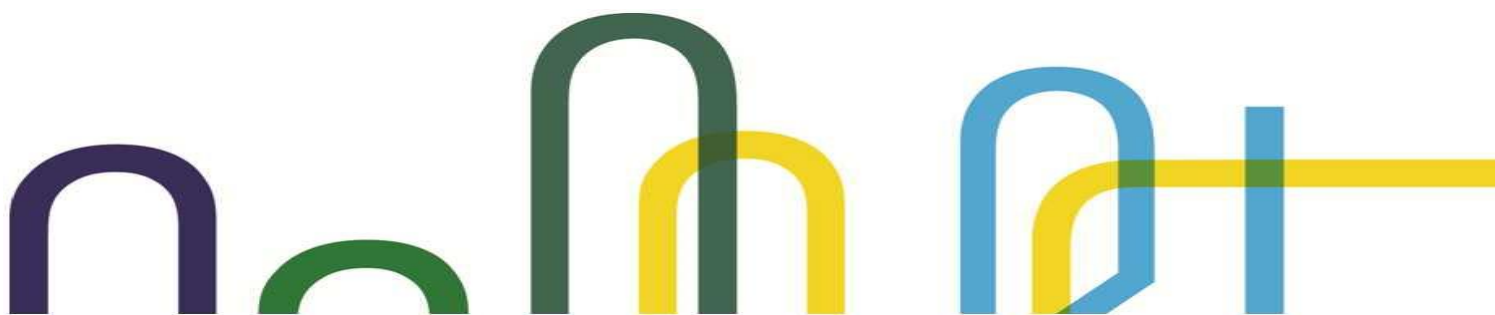
9 Improper Use of Supply: If the consumer shall make improper use of the energy supplied so as to interfere with the supply to other consumers or with the distribution of electricity or commit a breach of any of the Conditions to Supply, Connect Saint Helena Ltd reserve the right to discontinue the supply of energy to the consumer with or without notice.

10 Consumers Fittings: Connect Saint Helena Ltd is not responsible for the maintenance of, or repairs to, any wires, lamps, or other appliances belonging to the consumer.

11 Authority's Apparatus: No person other than a person authorised by Connect Saint Helena Ltd shall be permitted to connect, disconnect, unseal, or in any way interfere with the meters, fuses, cable or other apparatus, the property of Connect Saint Helena situated on the consumer's premises.

12 Temporary Interruptions: Connect Saint Helena may temporarily discontinue the supply for purposes of testing or for any other purposes whatsoever connected with the proper working of Connect Saint Helena Ltd's system, or in the case of emergency affecting or liable to affect the proper working of the system.

13 Revision of Conditions: These Conditions of Supply are subject to alternation, addition or amendment by Connect Saint Helena Ltd at any time upon giving seven days' notice thereof by public advertisement.





CONDITIONS OF SUPPLY OF WATER

1 Supply: Water will be supplied in accordance with the provisions of the Water Ordinance, Cap 55 and Water Regulations for the time being in force. The Branch Water Line provided for a domestic supply will normally be 20mm outside diameter pipe but this may be increased due to requirements.

2 Meters: Metering equipment will be provided by Connect Saint Helena Ltd. If the meter is found in any quarter to have ceased to register, or have registered incorrectly, the consumer shall pay, for the water supplied each quarter, a reasonable sum based on the readings of any meter formerly or subsequently installed on his premises. Due regard will be given to any changes in the character of the installation, any change in consumption, any adjustments rendered necessary, owing to the meter having ceased to register or having registered incorrectly, and shall be made only in respect of the water supplied during such quarter.

3 Branch Water Lines: The consumer shall pay the cost of any lines or fittings required to provide the supply, but the lines and fittings so provided will remain the property of Connect Saint Helena Ltd up to and including the water meter and may be used for supplying other consumers.

4 Water Regulations: The consumer's installation must be carried out and maintained in accordance with the requirements of the Water Regulations.

5 Payment: It is agreed by the consumer and Connect Saint Helena Ltd respectively that the rates of charge for water supplied by Connect Saint Helena Ltd to the consumer shall (subject to the minimum payment required) be those in force from time to time as approved by the Regulator. Accounts will be rendered quarterly. If accounts are not paid within twenty eight days of the account's being rendered; Connect Saint Helena Ltd may disconnect the supply without further notice. Should the Consumer fail to make full settlement of the amount owing to Connect Saint Helena Ltd within 28 days of the date shown on the account, Connect Saint Helena Ltd may charge interest at the rate of 0.75% per month (or part of) on the outstanding amount due on a month by month basis until the outstanding amount and the accumulated interest is paid in full.

6 General: Connect Saint Helena Ltd shall not be liable for any loss of, or damage to, property in consequence of any failure, total or partial, to supply water (including a failure to supply at the minimum pressure), or for any other defect in such supply, when such failure or defect was due to any of the following causes:-

- (a) Tempest, violence, strikes, inevitable accident or other unavoidable cause, or force majeure;
- (b) Breakdown of any part of the water works, machinery or water lines and fittings;
- (c) Fair wear and tear;
- (d) The reasonable requirements of the water system;
- (e) Any other cause beyond the control of Connect Saint Helena Ltd,

Provided that such immunity from liability shall not extend to any case where the failure or defect in the supply of water which caused the loss of, or damage to, property is proved to have been due to fault or negligence of Connect Saint Helena Ltd or any person employed by Connect Saint Helena Ltd in connection with the supply of water.

7 Termination of supply: A request to terminate a supply must be given in writing to Connect Saint Helena Ltd by the consumer at least seven days prior to the intended date of termination. Failure to do so renders the consumer liable for payments for water, supplied up to the date of the next meter reading.

8 Improper Use of supply: If the consumer shall make improper use of the water supplied so as to interfere with the supply to other consumers or with the distribution of water or commit a breach of any of the Conditions of Supply, Connect Saint Helena Ltd reserve the right to discontinue the supply of water to the consumer with or without notice.

9 Consumer's Fittings: Connect Saint Helena Ltd is not responsible for the maintenance of, or repairs to, any water related items belonging to the consumer.

10 Connect Saint Helena Ltd's Apparatus: No person other than a person authorised by Connect Saint Helena Ltd shall be permitted to connect, disconnect, unseal, or in any way interfere with the meters, or any pipes and fittings prior to the water meter, the property of Connect Saint Helena Ltd situated on the consumer's premises.

11 Temporary Interruptions: Connect Saint Helena Ltd may after giving due notice temporarily discontinue the supply for purposes of testing or for any other purposes whatsoever connected with the proper working of Connect Saint Helena Ltd's system, or in the case of emergency affecting or liable to affect the proper working of the system.

12 Revision of Conditions: These Conditions of Supply are subject to alteration, addition or amendment by Connect Saint Helena Ltd at any time upon giving seven days notice thereof by public advertisement.

