CLP POWER HONG KONG LIMITED

SUPPLY RULES

March 2001
ADVISORY SERVICE
Advice concerning matters relating to the supply of electricity may be obtained free of charge from the Company.

OTHER COMPANY PUBLICATIONS
In addition to the Supply Rules, printed leaflets on various specialised topics may be obtained from the Company on request.

HEAD OFFICE
147 Argyle Street, Kowloon
GENERAL ENQUIRIES
Telephone : 2678 8111

CUSTOMER ACCOUNT ENQUIRIES
Telephone : 2678 2678

EMERGENCY SERVICE (24 hours)
Telephone : 2728 8333

INTERNET http://www.clpgroup.com

All CLP Power staff visiting Customers' premises on official duties must produce their Employee Identity Cards. Each card displays the name and a photograph of the bearer. Please check before allowing entry to your premises.
In case of doubt, ring the CLP Power Emergency Service immediately on telephone number 2728 8333
201 Customer

1. The Customer appearing on the Company’s records as the registered Customer in respect of an Account (the “registered Customer”) shall be liable to the Company for all charges (including backcharges), fees and costs payable to the Company in respect of that Account. Any Customer who actually obtains and uses electricity supplied on that Account shall be liable jointly and severally with the registered Customer for all charges (including backcharges), fees and costs payable to the Company in respect of that Account. Should a registered Customer cease to use the Supply without arranging for the Company to terminate the Account or to transfer the Account to another Customer, then the registered Customer shall be liable for all charges (including backcharges), fees and costs payable to the Company in respect of that Account in respect of any period before he ceases to be the registered Customer of that Account.

2. If the Company reasonably believes that a registered Customer has ceased to use electricity under the Account registered in his name without arranging for the Company to terminate the Account or to transfer the Account to another Customer, the Company shall be at liberty to invite the person the Company reasonably believes to be the actual Customer to register himself as the registered Customer in place of the registered Customer, and, if such invitation is accepted, to amend its records accordingly without notice to the registered Customer. If such person the Company reasonably believes to be the actual Customer being so invited by the Company refuses to register himself as the registered Customer, then the Company shall be entitled to disconnect the Supply to that Account.

3. The Company may, for the purposes of supplying to a Customer any services, facilities and goods he may require, or carrying on or developing the business operations of the Company or any related company or for any related purpose, require the Customer to supply to the Company such of his personal data as are necessary for the purpose in question and any changes to the personal data from time to time. If the Customer refuses to do so, the Company may not provide or continue to provide such services,
facilities and goods. The Company shall provide the Customer with a copy of the Company's Customer Personal Data Policy Statement upon request.

4. The Company shall be at liberty to ignore any communication from or application or request by any person in relation to an Account in respect of which he is not the registered Customer. The Company will not become involved in any dispute between any landlord and tenant.

202 Supply Frequency and Voltage

1. The Company supplies electricity by the alternating current system at the frequency of 50 hertz and in ranges of voltage. The ranges of voltage level available are set out below.

2. The Company shall determine which ranges of voltage are to be supplied.

3. The Company shall exercise reasonable care and skill to supply electricity to the main incoming terminals of the Customer's Installation at a frequency of 50 hertz plus or minus 2%.

4. The Company shall exercise reasonable care and skill to supply electricity to the main incoming terminals of the Customer's Installation at one or more of the following ranges of voltage at the Company's service termination:-
   (a) for a single phase Supply, a nominal voltage of 220 volts (root mean square value) plus or minus 6% between a phase conductor and neutral conductor;
   (b) for a 3 phase Supply, using a 3 phase 4 wire system, a nominal voltage of 380 volts plus or minus 6% (root mean square value) between phase conductors and 220 volts (root mean square value) plus or minus 6% between phase and neutral conductors;
   (c) for a 3 phase Supply, a nominal voltage of 11,000 volts (root mean square value) plus 10% or minus 2½% between phase conductors; and
   (d) for a 3 phase Supply, a nominal voltage of 132,000 volts (root mean square value) plus 10% or minus 2½% between phase conductors.

5. The Company shall exercise reasonable care and skill to supply electricity to the main incoming terminals of the Customer's Installation with the voltage dip performance as indicated in the European Standard EN50160.

6. The Customer shall ensure that the equipment to be connected to the Company's Supply system is suitable for the frequency and voltage to be supplied.
203 Application for Supply/Transfer

1. Any person who wishes to apply for a Supply or change of load shall apply to the Company as far in advance of the date for desired commencement of the Supply as is reasonably practicable. Application may be made by telephone, by submission of a completed application form, by attendance at a Customer Services Centre or through other means accepted by the Company. The Company shall use all reasonable efforts to provide the Supply by the requested date. The application form and application process can be obtained free of charge from the Company's Customer Services Centres.

2. Installations for which estimated load is less than 60 amperes should normally be arranged to receive a single phase Supply. An Installation requiring more than 60 amperes may be required to be arranged to receive a three-phase Supply.

3. There may be occasions when the Company finds it necessary to restrict loading on a single phase Supply. The Company may in such cases require that the Installation be adapted for a three-phase Supply.

4. Where rising mains are required, the Company shall be provided with full details of the proposed rising mains which shall be subject to the acceptance of the Company prior to the provision of Supply.

5. A person who wishes to have an Account transferred into his name shall apply to the Company. Application may be made by telephone, by submission of a completed application form, by attendance at a Customer Services Centre or through other means accepted by the Company. Provided that the applicant has paid all outstanding and accrued charges and the appropriate deposit, the Company may approve an application for transfer without the consent of the registered Customer and without incurring any liability to the registered Customer. The applicant will then be treated by the Company as the registered Customer on the Account. The Company is not bound to accept any application which is in respect of an Account for which there already exists a registered Customer.

6. Any person applying for a Supply for domestic, commercial and/or industrial uses must notify the Company at the time of application for Supply or transfer of Account or as soon as practicable thereafter if the interruption
or disconnection of the Supply (even if only for an instant) would result in special or substantial loss or damage to any person. Upon receipt of such notification the Company may review the applicant's special circumstances and may advise the applicant of appropriate back-up facilities to be implemented by the applicant.

7. If in the reasonable opinion of the Company the transferee of an Account has been the occupant of the premises to which the Account is connected for any period of time before the date of the transfer of Account, and any meter irregularity is revealed after the date of the transfer which leads to backcharging, the transferee shall be liable to pay the Company the amount of the backcharges for the period of his occupation of the premises both before and after the date of the transfer.

204 Temporary Supply

1. The Company may agree to a temporary Supply for lighting, construction and/or testing purposes.

2. A temporary Supply shall not be used as a permanent Supply. However, it will be subject to the same conditions as a permanent Supply and any additional conditions specified by the Company in writing.

205 Unmetered Supply

Unmetered Supply will only be considered for special cases. Written application should be made to the Company. The Company shall determine the conditions governing the Supply for each case.

206 Standby Supply

A standby Supply will only be considered for special cases. Written application should be made to the Company. The Company shall determine the conditions governing such Supply for each case.
207 High Voltage Supply

1. The Company may provide Supply at high voltage where it is deemed necessary or appropriate by the Company.

2. A Customer requiring a high voltage Supply to meet his requirements should apply for it in writing to the Company. Application should be made as early as possible since the work undertaken by the Company to provide a high voltage Supply normally requires a longer completion time. The Company shall determine the conditions governing the Supply for each case.

208 Accommodation for Company's Equipment

1. A Customer shall provide, free of cost to the Company, suitable accommodation on or adjacent to his premises to house such equipment as the Company may require for the purposes of providing and metering the Supply. The accommodation, which shall be specified by the Company, may include but may not be limited to substation premises together with associated building services, fire protection equipment, cable entry facilities, switchroom and structures for mounting cutouts and meter boards and facilities and physical measures to protect the Company's equipment from the elements and unauthorised interference. The Customer shall be responsible for the maintenance of such accommodation services and equipment in order to safeguard the Company's equipment.

2. The Customer shall be responsible at his own cost and expense for any reinstatement work to the Customer's premises rendered necessary by the installation or repair of the Company's equipment. If the Customer fails to carry out such reinstatement, the Company may carry out the same and the costs thereof shall be payable by the Customer upon presentation of a bill by the Company.

3. Should a Customer request the relocation of any of the Company's equipment installed in premises provided by the Customer in accordance with Rule 208.1, and should the Company agree to such request, the Customer shall be liable to pay the cost of such relocation and will reimburse to the Company any costs incurred.
4. Should a person request the relocation of any of the Company's equipment installed in any private or public premises for his own benefit and should the Company agree to such request, the person shall be liable to pay the cost of such relocation and shall reimburse to the Company any costs incurred.

5. The accommodation to be provided by the Customer must comply with all applicable Government regulations and with the Company's requirements.

6. The Company may at any reasonable time (and at any time in an emergency) enter a Customer's premises for the purposes of inspecting and maintaining the Company's equipment and for meter-reading. A Customer shall not erect any fixtures or fittings in such a way as to obstruct free access by the Company to any of its equipment.

209 Interference or Tampering with Company's Equipment

1. The Customer must not interfere with or tamper with the Company's equipment. Should any part of the Company's equipment be subject to interference or tampering, the Company may do any or all of the following:
   (a) disconnect the Supply of electricity to the Customer immediately, and recover from the Customer the costs incurred in the disconnection and (if the Company reconnects the Supply) the costs incurred in the reconnection;
   (b) adjust the charges payable by the Customer as provided for in Rule 228;
   (c) recover from the Customer the cost of making good any damage to or replacement of the Company's equipment and property;
   (d) relocate the Company's equipment to another suitable location, and recover from the Customer the cost incurred in the relocation.

2. Interfering or tampering with the Company's equipment by the Customer may also render the Customer liable to prosecution under the Theft Ordinance and the remedies set out above will not limit or exclude the exercise of any other right or remedy available to the Company.
210 Provision of Supply Cable and Equipment

The Company will only be responsible for the provision and maintenance of its supply cables and equipment up to :-
(a) the Company's main fuses or service terminations;
(b) the incoming terminals of the Customer's main circuit breaker where the Supply is taken directly from the Company's transformer or high voltage switchgear.

211 Supply Position

1. The electricity supplied to a Customer will normally be provided at a single position approved by the Company. Each such supply point shall be the subject of a separate Account.

2. The Company will endeavour to provide Supply at the position requested by the Customer. Where this is not practicable it shall be the Customer's responsibility to connect his electrical Installation to the nearest supply position provided by the Company.

212 Meter Position

1. The position and spacing of meters must be in accordance with the Company's specifications to allow easy and convenient access for meter-reading and maintenance.

2. The meter position should be close to the source of Supply. In case arrangements cannot be made for the Company to inspect the entire section of the circuit between the source of Supply and the present or proposed meter position, the Customer shall arrange for a REW to inspect such circuit and confirm that there is no other meter connected to the circuit. This requirement applies to premises which are directly supplied from the Company's LV Service Cable(s).

3. If work is to be carried out on the Customer's Installation which affects the meter, the Customer shall inform the Company before the commencement of such work.
213 Connection of Supply to New Electrical Installations

1. It is the duty of the Customer to ensure that any Installation is designed, installed, inspected and tested in accordance with the Supply Rules and the Electricity Ordinance by a Registered Electrical Worker (REW) of a Registered Electrical Contractor (REC). In connecting a Supply the Company does not warrant or represent that any Installation it has inspected is safe or complies with the Supply Rules or any statutory requirements.

2. (a) The connection of any Installation to the Company's Supply mains shall not occur until the Installation has passed inspection by the Company. Before a Company inspection takes place, the Customer shall ensure that appropriate tests and inspection shall be made by a REW of a REC employed by the Customer to verify that the relevant provisions of the Supply Rules and all statutory requirements have been met. The Customer shall provide the Company with a copy of a Work Completion Certificate signed by the REW and REC. The REW responsible for the Installation is required to be present at the time of inspection by the Company, failing which the Company reserves the right not to carry out the inspection.

   (b) The Director of Electrical and Mechanical Services may exempt certain Installations from the requirements of Rule 213.2(a). Exempted Installations shall not be connected to the Company's Supply mains unless the interface requirements specified in Section 300 of the Supply Rules have been met.

   (c) The Company may reconnect a Supply to a Customer's Installation without inspection if the reconnection is made within 4 months after the disconnection, and the disconnection was for reasons other than safety or contravention of the Electricity Ordinance.

3. If on inspection an Installation is found to be incomplete, or is likely to affect the safe and stable operation of the Company's system or another Customer's Installation, or fails to comply with the Supply Rules, Supply may not be given and a charge may be made for each subsequent inspection.

4. Any Installation connected to the Company's Supply without the Company's prior approval is strictly prohibited and may result in the Company taking any of the actions set out in Rule 209.1. In addition, the Customer shall be liable for all losses, damages, costs and expenses incurred by the Company arising therefrom and may be liable to prosecution under the Electricity Ordinance and other legislation.
Maintenance of the Customer’s Electrical Installation

1. A Customer shall at all times maintain his Installation in accordance with the requirements of the Electricity Ordinance, all other relevant laws and regulations of the Hong Kong SAR Government, and the Supply Rules. The obligation to ensure that the Installation is at all times safe and complies with the Supply Rules and all statutory requirements remains with the Customer at all times.

2. If alteration to an Installation is made during shutdown maintenance, the Customer shall ensure that appropriate inspections and tests are carried out by a REW of a REC to verify that, after the alteration, the Installation is safe for restoration of Supply. The Customer shall provide the Company with a copy of the Work Completion Certificate signed by the REW and REC. The REW responsible for such alteration is required to be present at the time of inspection by the Company, failing which the Company reserves the right not to restore the Supply.

3. If changes are to be made to the metering arrangements or the Installation during shutdown maintenance, the Customer shall inform the Company before the shutdown.

4. If there are no changes in metering arrangements or alteration to the Installation during shutdown maintenance, the Customer shall make a declaration to that effect to the Company before restoration of Supply.

Additions or Alterations to Existing Electrical Installations

1. A Customer wishing to have his Supply increased over and above the Approved loading or extended beyond the premises for which the Supply was originally intended, must inform the Company by submission of the relevant application form. The Company will advise the applicant of any additional charges and / or deposit which may be required.

2. In the case of an alteration or addition to an Installation which is connected to rising mains, the owner of the Installation should, before commencing any alteration or addition, obtain agreement from the owner of the rising
mains by completing a "Confirmation of Agreement from Owner of Rising Mains for Connection of Electrical Installation with an Increased Current Demand" form provided by the Company if the new current demand of the Installation after the alteration or addition will exceed the existing approved loading before the alteration or addition is carried out on the Installation.

3. Before Supply is given to an addition or alteration of an Installation, appropriate tests and inspection shall be made by a REW of a REC employed by the Customer to verify that the statutory requirements and the requirements of the Supply Rules have been met. The Customer or his REC/REW shall provide the Company with a copy of a Work Completion Certificate (Form WR1) signed by the REW and REC.

4. The Company will normally inspect additions or alterations to an Installation prior to Supply being given to such additions or alterations. If on inspection, the Company is of the opinion that an addition or alteration to an Installation is incomplete, is likely to affect the safe and stable operation of the Company's system or another Customer's Installation or fails to comply with any of the Supply Rules, Supply may not be given and a charge may be made for each subsequent inspection.

5. Addition of load above the Approved loading of an existing Installation or extension of the Installation beyond the premises for which the Supply was originally intended without the Company's prior approval is strictly prohibited and may result in the Company taking any of the actions set out in Rule 209.1 or Rule 231. In addition, the Customer shall be liable for all losses, damages, costs and expenses incurred by the Company arising therefrom and may be liable to prosecution under the Electricity Ordinance and other legislation.

216 Customer's Generating Plant

The Customer shall take from the Company all the electricity that may be required by him for use at his premises except that he may take electricity from an internal generating plant in times of emergency and for test runs of limited duration. The Customer shall not cause an internal generating plant to run in parallel with the Company's Supply nor shall any alteration be made to switchgear installed for the purpose of preventing such connection unless agreed by the Company in writing.
217 Customer Not to Supply Third Parties

Subject to Rule 218, a Customer shall not supply to or share with any third party electricity obtained from the Company other than with the prior written consent of the Company and under such conditions as the Company may specify, nor cause or permit or allow any electricity obtained from the Company to be supplied or diverted or extended to any premises which are not in the exclusive possession of the Customer.

218 Extension of Supply to Other Customers by the Company

The Company shall have the right to extend a Supply from a Customer's premises to other Customers. Such extension may involve electricity in excess of the firstmentioned Customer's requirements and may be accomplished by connection to the Company's supply distribution network or equipment at any point up to the firstmentioned Customer's meters. The Customer shall not withhold permission for extension of the Company's supply network across his property to other Customers.

219 Quality of Supply

1. The Company shall exercise reasonable care and skill to provide the Customer with an uninterrupted Supply which does not fluctuate in frequency or voltage outside the ranges set out in Rule 202.

2. The Company does not promise that a Supply will not be interrupted or that its frequency or voltage will not fluctuate outside the ranges set out in Rule 202. A Supply may be interrupted or its frequency or voltage may fluctuate outside the ranges set out in Rule 202 even though the Company has exercised reasonable care and skill to provide an uninterrupted Supply which does not so fluctuate in frequency and voltage.

3. A Supply may be interrupted or its frequency or voltage may fluctuate outside the ranges set out in Rules 202 in circumstances such as the following:
   (a) when the Company takes action for safety reasons;
   (b) when the Company makes improvements or carries out maintenance, repairs or works; and
   (c) when matters outside the control of the Company cause it do so.

These are examples. They are not the only circumstances in which a Supply may be interrupted or its frequency or voltage may so fluctuate.
4. The Company's liability in respect of a fluctuation in frequency or voltage outside the ranges set out in Rules 202.3 and Rule 202.4 is limited by Rule 232.

220 Requirements of Customer's Equipment

1. The Company will specify requirements that the Customer must comply with in order to limit the magnitudes of objectionable effects. These objectionable effects and requirements are set out below for reference :-

<table>
<thead>
<tr>
<th>Type of Distortion</th>
<th>Type of Abnormal Load</th>
<th>Operational Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Voltage</strong></td>
<td>Electric arc furnace</td>
<td>• for 132kV and below 2 %</td>
</tr>
<tr>
<td><strong>Fluctuation</strong></td>
<td>Motor starting</td>
<td>• Infrequent (intervals exceeding 2 hours) 3 %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Frequent (intervals not exceeding 2 hours) 1 %</td>
</tr>
<tr>
<td></td>
<td>Rolling mill and traction (motor starting intervals not exceeding several minutes)</td>
<td>• Step-type change : up to 66kV 1 %</td>
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<td></td>
<td></td>
<td>132kV ¾ %</td>
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<tr>
<td></td>
<td></td>
<td>• Ramp-type change : up to 66kV 1 % /sec</td>
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<tr>
<td></td>
<td></td>
<td>132kV ¾ % /sec</td>
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<td></td>
<td></td>
<td>• Limit of total change : up to 66kV 3 %</td>
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<td></td>
<td></td>
<td>132kV 2¼ %</td>
</tr>
<tr>
<td><strong>Voltage Unbalance</strong></td>
<td>Single phase electric traction load</td>
<td>• Voltage : negative sequence 2 % of positive sequence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Current into generators : negative sequence 5 % of positive sequence</td>
</tr>
<tr>
<td><strong>Harmonic Voltage Distortion</strong></td>
<td>Electric arc furnace</td>
<td>• At 132kV or above odd harmonic distortion 1 %</td>
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<tr>
<td></td>
<td></td>
<td>total harmonic distortion 1½ %</td>
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<tr>
<td></td>
<td></td>
<td>• At 66kV or 33kV odd harmonic distortion 2 %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>total harmonic distortion 3 %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• At 11kV odd harmonic distortion 3 %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>total harmonic distortion 4 %</td>
</tr>
<tr>
<td>Harmonic Current Distortion</td>
<td>Other Non-linear Equipment with size I' in Ampere</td>
<td>• At 380V/220V total odd harmonic distortion:</td>
</tr>
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<td>-----------------------------</td>
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<td>---------------------------------------------</td>
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<td></td>
<td></td>
<td>I &lt; 30A</td>
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<td></td>
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<td>30A ≤ I &lt; 300A</td>
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<td></td>
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<td>300A ≤ I &lt; 600A</td>
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<td>600A ≤ I &lt; 1500A</td>
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<tr>
<td></td>
<td></td>
<td>I ≥ 1500A</td>
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<tr>
<td></td>
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<td>total even harmonic distortion:</td>
</tr>
</tbody>
</table>

2. The limits of the electric and magnetic fields of the Customer's Installations associated with high voltage cables and conductors should comply with the tolerances published by the International Commission on Non-Ionising Radiation Protection (ICNIRP) in 1998. For instance, the limits of exposure to the general public are:-

(a) the electric field strength should not exceed 5 kilovolts per metre (root mean square value); and

(b) the magnetic flux density should not exceed 0.1 millitesla (root mean square value)

The Company reserves the right to disconnect the Supply to any installation which by reason of generation/injection of undesirable and objectionable effects on the Company's system or the electricity Supply to other Customers such as described in 1 and 2 above.

3. It is the responsibility of the Customer to ensure that his sensitive and/or essential equipment is able to function continuously through anticipated voltage dips, caused when supply system is subject to external interference such as lightning, third party cable damage or when there is an equipment fault. The Customer should select modern equipment that is able to ride-through many of these disturbances and there are international references to guide equipment manufacturers in the types of voltage fluctuations that can occur on a power system. Customers should ask their suppliers whether the equipment can function properly during the Supply voltage dip conditions illustrated in the European Standard EN50160 and if not, how they should protect their equipment. General guidelines are given in Appendix B for reference.
221 Power Factor

The power factor of a Customer's load shall at no time be permitted to fall below a minimum of 0.85 lagging and the Customer shall install any correction equipment necessary for maintaining not less than this value. The correction method employed and equipment installed shall comply with the requirements of the Company.

222 Deposits

1. The Company may prior to the connection of a Supply or from time to time after connection require payment of a deposit or deposits by the Customer as security for all charges which may become payable in respect of an Account. The amount of the deposit or deposits will be determined by the Company from time to time by reference to the usage on the Account and in the normal course of events will not exceed the highest expected charge on such Account for 60 days.

2. In certain circumstances the Company may at its discretion accept a guarantee in lieu of a cash deposit from an institution recognised and approved by the Company. The Company may review the amount of such guarantee from time to time as the Company may think fit.

223 Deposit Interest

The Company will pay interest on a cash deposit held by it calculated and paid at such rates published by the Company from time to time. Interest on a cash deposit will cease to accrue:-

(a) when the Account is terminated (whether or not on the application of the registered Customer),

(b) when the deposit is refunded or applied or set off by the Company towards or against any indebtedness of the Customer to the Company, or

(c) when notice is sent to the Customer's last known address that the deposit is no longer required, whichever is the earliest.
Deposit Receipts and Refunds

1. A deposit receipt will be issued against payment of a deposit referred to in Rule 222. A deposit receipt is not a cash voucher as the deposit may at any time be used by the Company for payment of amounts outstanding in respect of relevant Accounts.

2. Care should be taken of any deposit receipt issued by the Company as a duplicate receipt will not be issued. Subject to the provisions of Rule 224.3, the presentation of the deposit receipt will be required to enable any refund or transfer of the deposit to be made. If a deposit receipt is lost, the loss must be reported to the Company by the Customer in writing as soon as practicable after the loss is discovered. Unless the Company has received a written loss report in respect of a deposit, payment by the Company of the deposit (or any part of it) to any person presenting the deposit receipt and demanding a refund shall be a good discharge of all the Company's obligations in respect of the deposit (or relevant part of it), and shall not prejudice the Company's right to recover any amount due to it from the Customer who paid the deposit. The Company may require the person presenting a deposit receipt for refund or transfer to provide proof of identity. In the case of an application for the refund or transfer of a deposit following the loss of a deposit receipt, the person applying shall be required to execute an indemnity in the form specified by the Company in respect of such refund or transfer.

3. Upon the termination of an Account the Company will, subject to the Company's rights under the Supply Rules, refund the deposit referred to in Rule 222 to the registered Customer. Upon presentation of a deposit receipt for refund or transfer of an Account, the refund or transfer will be made at the face value of the receipt as augmented by interest allowed in accordance with Rule 223. Where the deposit receipt is not presented but an indemnity is executed in accordance with Rule 224.2, the refund or transfer will be made in the amount of the deposit as augmented by interest allowed in accordance with Rule 223 as shown from the records of the Company. The Company may at any time apply all or part of any deposit paid by a Customer to the Company, or call on any guarantee of the Customer's obligations, in reduction of any amount owed by the Customer to the Company.
225 Metering of Electricity

1. To determine the amount of electricity consumed and the electricity demanded, a meter or meters will be installed by the Company on the Customer's premises in accordance with Rule 208.1. The register or indicator of the meter(s) shall be prima facie evidence of the amount of electricity consumed and where appropriate the maximum demand.

2. Dependent on the type of Supply the Company may employ high voltage metering.

226 Accuracy of Meter

The Customer accepts that the register or indicator of the meter may operate within permissible limits of plus $2\frac{1}{2}\%$ and minus $3\frac{1}{2}\%$ and that within these permissible limits no adjustment of charges will be made. Should the accuracy of a meter be disputed the Customer may request an accuracy test to be carried out by the Company. The Company may charge for this service if the meter is found to operate within the permissible limits.

227 Settlement of Charges

1. The Company may from time to time issue bills to each Customer for all electricity consumed under any Account in respect of which the Customer is the registered Customer and for any other electricity supplied by the Company to the Customer. The Company will bill the Customer for actual consumption in accordance with readings obtained from the Company's meters or, at the option of the Company, for projected or estimated consumption based upon the Customer's previous usage or such other basis as the Company considers appropriate. Where a bill for estimated consumption is issued, the Company will make any necessary adjustments when an actual reading is obtained. The Company may take meter readings on a periodic basis. Bills may be issued in respect of such period or periods as the Company may from time to time to determine. The charges made by the Company to the Customer for electricity shall be calculated on the basis of the Company's published tariffs current at the time of the Supply in question and any variations which may have been made to the fuel clause in the tariff. The Company may issue bills that are payable immediately upon issue or within a fixed period of time after issue.
2. In the event of a tariff revision and/or an adjustment of the fuel clause the revised tariff and/or fuel clause shall apply to the consumption and demand as and from the date announced by the Company as the date on which the revision and/or adjustment is to take effect. Since the Company's meters do not show consumption and demand by the day but only the total consumption and demand over a period, the Company shall be entitled to apply the revised tariff and/or fuel clause adjustment to the bill for the period in which the revised tariff and/or fuel clause adjustment is to take effect, on a pro rata basis according to the number of days in the period to which the revised tariff and/or fuel clause adjustment is to take effect. In the event that no meter reading is taken in the month in which the revision or adjustment is to take effect, the Company may apply a projected or estimated reading based on the revision or adjustment.

3. Bills must be settled on or before the due date. The Customer should allow sufficient mailing or bank processing time to ensure that payment of a bill is received by the Company by the bill's due date. A Customer who fails to settle a bill on its due date shall pay additional charges as required by the Company. Bills that do not bear a due date are payable upon issue.

4. In the event of non-receipt by the Company of payment of any outstanding amounts due from the Customer, the Company may disconnect any Supply. Such a disconnection will be without prejudice to the exercise of the other rights or remedies available to the Company. In the event of such a disconnection a charge will be made to the Customer for reconnection of the Supply.

5. If a Customer is the Customer in respect of more than one Account, the Company may apply all or part of any of the deposits or guarantees held by or issued to the Company in respect of any of the Accounts in reduction of any amount owed to the Company by the Customer.

6. If a Customer requests or agrees, the Company may present bills to the Customer by electronic means such as by facsimile transmission or electronic mail.

228 Adjustment of Charges

1. When a meter is not subject to any abnormal condition other than incorrect calibration, and the meter is found to be outside the permissible limits of accuracy of plus $2\frac{1}{2}\%$ and minus $3\frac{1}{2}\%$, the Company will make
retrospective adjustments to the amounts shown in the Company's records as due from the Customer in respect of consumption and demand for the period reasonably estimated by the Company to be the period during which such incorrect calibration subsisted. Such adjustments shall be made with reference to the Company's records, the Customer's consumption history and other relevant circumstances.

2. When a Customer has been undercharged or overcharged as a result of:
   (a) incorrect reading of a meter;
   (b) incorrect application of a meter multiplying constant;
   (c) connection of a meter to unmatched equipment; or
   (d) cross-connection by the Company of equipment relating to different Accounts,
then the Company will, on the basis of its records, available technical evidence, the Customer's consumption history and other relevant circumstances, make retrospective adjustments to the amounts shown in the Company's records as due from the Customer in respect of consumption and demand to such extent and for such period as may be reasonably determined by the Company to be necessary to rectify such under or over charge.

3. In the event that the Company suffers a loss of revenue due to :-
   (a) a malfunction of a meter or its associated equipment or part thereof;
   (b) cross-connection other than by the Company of equipment relating to different Accounts;
   (c) unauthorised tapping of electricity;
   (d) disconnection, incorrect connection or non-connection of, or any unauthorised interference with, any meter or its associated equipment or part thereof; or
   (e) any artificial means that causes an alteration of the index or register to any meter or prevents any meter from duly registering the quantity of electricity supplied,
the Company will, on the basis of its records, available technical evidence, the Customer's consumption history and other relevant circumstances, make retrospective adjustments to the amounts shown in the Company's records as due from the Customer in respect of consumption and demand to such extent and for such period as may be reasonably determined by the Company to be necessary to rectify such under charge.
4. Where a Customer has applied for and has been granted a Supply under a particular tariff type and it is subsequently discovered that he was not or has ceased to be eligible for the Supply under such tariff type, electricity provided during the period when he was not so eligible shall be charged on the basis of a tariff type to be determined by the Company to be the correct tariff type. The Company shall be entitled to make retrospective adjustments to the amounts shown in the Company's records as due from the Customer in respect of tariff rates for the period in question determined by reference to the Company's records, available technical evidence, the Customer's consumption history and other relevant circumstances. A Customer shall cease to be eligible for a particular tariff type if he does not comply with or observe any provision of the Supply Rules or other terms and conditions governing Supply under that tariff type.

5. The Company will advise a Customer of any adjustment under Rule 228.1 to Rule 228.4 by way of an amended or supplementary bill. Additional charges payable by the Customer under such a bill shall be payable upon its issue. In the event of non-payment of an amended or supplementary bill by a Customer, the Company may deduct the amount of such charges from the deposit held by it and recover any shortfall of the deposit.

6. The Company has no obligation to make any refund in respect of an adjustment under this Rule in respect of an Account which has been terminated. Where the Company makes a refund pursuant to the Supply Rules it shall have discretion to make the refund either to the registered Customer of the Account in question or, when Supply under such Account is not used by the registered Customer, to any person the Company reasonably thinks fit. In making a refund, the Company may give credit to the Customer in question and will pay any balance due when the relevant Account is terminated.

229 Termination of Account

1. A registered Customer shall pay all bills issued by the Company in respect of all Accounts in his name whether or not the registered Customer is in occupation of the premises to which the Accounts relate until such time as the Supply has been terminated by the Company or the Accounts transferred.

2. A Customer intending to vacate any premises or intending to cease to be a Customer in respect of any Account or requiring any Supply to be
disconnected must give at least two full working days' prior notice in writing, by telephone, by attending at a Customer Services Centre or by other means accepted by the Company to terminate the Account. If less than two full working days' notice is given, the Company will endeavour to disconnect the Supply or terminate or transfer the Account by or on the requested date but if it shall fail to do so, the registered Customer shall be responsible to the Company for any electricity consumed on that Account until the expiry of two full working days after receipt of such notice.

230 Change of Tariff

A Customer wishing to change the tariff type under which he obtains Supply shall apply in writing to the Company. The Company's response to such application will be notified to the Customer in writing within 30 days after receipt of the application. In approving an application, the Company will specify a commencement date for the Supply to be provided at the new tariff type. The commencement date will normally be the Company's next scheduled meter-reading date following the date of the Company's approval. A Customer's application for Supply at a particular tariff type may be refused if he has within 12 months prior to such application been so supplied and has at his own request ceased to be so supplied under the same tariff type.

231 Refusal or Disconnection of Supply

1. The Company may refuse or disconnect a Supply when the law or any provision of the Supply Rules requires or permits it to do so.

2. The Company may refuse or disconnect a Supply in circumstances such as the following:-

(a) when the Company considers that there is an imminent risk of an electrical accident;

(b) when the Company considers it necessary to ensure the safe and stable operation of its or another person's Installation;

(c) when the Company is not satisfied that it is safe to connect a Supply to an Installation;

(d) when it is impracticable or unsafe to supply electricity because of the location of the Customer's premises;
(e) when the Company has reasonable grounds to believe that the Customer's Installation may contravene the Electricity Ordinance or any subsidiary legislation or may affect the safe and stable operation of its or another person's Installation, and the Customer fails to allow the Company to inspect the Installation or to give the Company an inspection report in the form required by the Electricity Ordinance;

(f) when the Company considers that the Customer's Installation contravenes the Electricity Ordinance or affects the safe and stable operation of another person's Installation, and the Customer fails to rectify the problem in a time specified by the Company;

(g) when the Director of Electrical and Mechanical Services orders the Company to disconnect a Supply;

(h) when the Customer does not agree to the Company's usual contractual terms or to provide reasonable evidence of creditworthiness;

(i) when the Customer has failed to pay a deposit which the Company has required it to pay under Rule 222;

(j) when the Customer has failed to settle the charges due under Rule 227;

(k) when an application is made for the bankruptcy or winding up of the Customer;

(l) when the Customer has failed to afford the Company reasonable access to its equipment or the Customer's Installation for the purpose of inspection or meter reading or any other purpose; and

(m) when the Customer has failed to perform its contractual obligations to the Company.

These are examples. They are not the only circumstances in which the Company may refuse or disconnect a Supply.

3. The Company may disconnect a Supply without notice in the following circumstances:-

(a) when the Company considers that there is an imminent risk of an electrical accident;

(b) when the Company considers it necessary to ensure the safe and stable operation of its or another person's Installation; and

(c) when the Director of Electrical and Mechanical Services orders the Company to disconnect a Supply.

These are examples. They are not the only circumstances in which the Company may disconnect a Supply without notice.
4. The Director of Electrical and Mechanical Services may disconnect a Supply in the circumstances set out in the Electricity Ordinance.

232 Limitation of Liability

1. The Company accepts any liability it may have in law in respect of any loss or damage which it causes by a breach of its contract with, or terms of supply to, the Customer subject to the limitations of liability which are set out in these Rules.

2. The Company shall not be liable to the Customer or any other person for
   (a) any economic loss arising from the interruption of a business or a business process; or
   (b) any loss of profit; or
   (c) any loss of revenue; or
   (d) any loss of data; or
   (e) any liability to any third party; or
   (f) any indirect or consequential or special loss or damage, of whatsoever nature and howsoever arising.

3. The Company shall not be liable to the Customer or to any other person for any loss or damage of whatsoever nature and howsoever arising insofar as the extent of such loss or damage was outside the contemplation of the Company and the Customer when this contract was made. This Rule applies to both the physical and financial extent of loss and damage.

4. The Company shall not be liable to the Customer or any other person for more than the amount of HK$2 million in respect of any loss or damage arising from an event or incident or a series of events or incidents which have the same or substantially the same cause.

5. The limitations in Rule 232.2, Rule 232.3 and Rule 232.4 apply to loss or damage arising out of any one or more of the following:-
   (a) a breach by the Company of its contract with or its terms of supply to the Customer, whether or not it is negligent;
   (b) a negligent act or omission by the Company towards the Customer or any other person;
   (c) any breach of statutory duty by the Company;
   (d) an interruption of a Supply or a fluctuation in its frequency or voltage, whether or not it is negligent;
(e) a refusal or disconnection of a Supply, whether or not the law or any provision of the Supply Rules requires or permits it; and

(f) an intentional act of any servant or agent of the Company, whether or not the law or any provision of the Supply Rules requires or permits it.

6. The Company shall not be liable to the Customer or any other person for any loss or damage of whatsoever nature and howsoever arising which arises out of any one or more of the following:-

(a) an interruption of a Supply or a fluctuation in its frequency or voltage, when the Company reasonably takes action for safety reasons;

(b) an interruption of a Supply or a fluctuation in its frequency or voltage, when the Company reasonably makes improvements or carries out maintenance, repairs or works;

(c) an interruption of a Supply or a fluctuation in its frequency or voltage as a result of matters outside the control of the Company. Such matters may include an act or omission of a supplier to the Company;

(d) a fluctuation in frequency or voltage within a range referred to in Rule 202 which the Company, or the Company and the Customer, have determined is to be supplied; or

(e) a refusal or disconnection of a Supply, when the law or any provision of the Supply Rules requires or permits it.

This limitation extends to loss or damage to property, to all the kinds of loss and damage set out in Rule 232.2 and to all other kinds of loss and damage of whatsoever nature and howsoever arising.

7. The limitations of liability in Rule 232.2, Rule 232.3, Rule 232.4 and Rule 232.6 do not apply to claims arising from death or personal injury.

8. The Customer is advised to obtain insurance cover in respect of loss or damage that he cannot recover from the Company.

9. These limitations of liability are reasonable and effective in law. The attention of the Customer is drawn to Sections 7 and 8 of the Control of Exemption Clauses Ordinance, which may invalidate unreasonable limitations of liability.