

LIMITED COMPANY

**GEMEENSCHAPPELIJK
ELECTRICITEITSBEDRIJF
„BOVENWINDSE EILANDEN"**

ESTABLISHED AT SINT MAARTEN

**CONDITIONS FOR CONNECTION
AND RATES**

**OF THE ELECTRICITY COMPANY
AT PHILIPSBURG • ST. MAARTEN**

CONDITIONS

for connection to the Electricity system on
SINT MAARTEN

(In case of disputes the original
Dutch text is binding.)

Article 1.

Definition.

In these conditions is meant by:

1. **distribution system:**
overhead- and/or underground wires, through which the electricity is transmitted to the connecting lines.
2. **high voltage system:**
overhead- and/or underground wires, through which the electricity under high voltage is transmitted.
3. **low voltage system:**
overhead- and/or underground wires, through which the electricity under low voltage is transmitted.
4. **phase conductor:**
one of the conductors, which, in normal operation with regard to another not on the same phase connected conductor and against ground, gives a voltage.
5. **neutral conductor:**
one of the conductors, which, in normal operation has no or only little voltage against ground.

1. **connection:**
connecting line with the thereon connected devices, wherethrough resp. whereby the electricity is supplied to the consumer.
2. **connecting line:**
line with accessories from the distribution-system as far as the connecting devices.
3. **connecting devices:**
safety, measuring and other devices, including transformers, converters and rectifiers, forming the connection between connecting line and installation.
4. **measuring device:**
device, under circumstances the combination of devices, which registers the supplied quantity of electricity and/or the electrical demand, or which restricts the available maximum electrical demand.
5. **installation:**
electrical lines with accessories, as well as the thereon connected lighting and the electrical machinery behind the connection.
6. **installation regulations:**
regulations, stipulated by the Governor in consultation with the electricity company, where to the installations have to apply.
7. **electricity company:**
N.V. Gemeenschappelijk Electriciteitsbedrijf „Bovenwindse Eilanden“.
8. **management:**
management of the N.V. Gemeenschappelijk Electriciteitsbedrijf „Bovenwindse Eilanden“ or her proxy.

6. **applicant:**
natural person or corporate body who has requested the electricity company for a connection.
7. **consumer:**
natural person or corporate body who has come to an agreement with the electricity company with respect to the purchase of electricity.
8. **premises:**
plot of land with or without buildings.
9. **concession:**
electricity license given by the Governor of the Netherlands Antilles to the N.V. Gemeenschappelijk Electriciteitsbedrijf „Bovenwindse Eilanden“.
10. **consumption period:**
period of about 30 days between two meter readings.

Article 2.

System of electricity supply.

1. The electricity company supplies electricity with a frequency of 60 cycles per second.
2. The voltages in the low voltage system are at the option of the electricity company:

nominally 120 Volt between a phase conductor and the neutral conductor,

or nominally 240 Volt between the phase conductors together,

or nominally 208 Volt between the phase conductors together.

3. The voltage in the high voltage system amounts to nominally 12,000 Volt between the phase conductors together, which voltage can be altered with regard to the whole high voltage system or part of it to the insight of the electricity company.

Article 3.

Applications.

1. An application for connection of an installation is to be done by filling in and signing a special form, which can be obtained free of charge at the office of the electricity company. Stamp duty, if due, is to be paid by the applicant.
2. This form also comprises a declaration to be signed by the owner of the premises whereon the installation to be connected is situated or by his proxy.
He therein permits the electricity company to place, have, repair, alter and wholly or partly remove the connection, as well as to cut down trees and crops if these would otherwise cause danger, damage or hindrance to the connection.
3. Also obliged to hand in a completely filled in and signed application for connection, is he, who, with permission of the concerned consumer, wishes to take over an existing agreement regarding the supply of electricity. By signing the prescribed form, the new consumer becomes responsible next to the former consumer for that which the latter owes the electricity company on account of not yet paid consumption and/or caused damages.
4. The form stays in deposit at the office of the electricity company and will be open to inspection by or on behalf of the consumer. If desired a duplicate will be provided free of charge.

2. The agreement for supply of electricity is considered to be effective as from the day the form, signed by the applicant and by the owner or his proxy, has come in the possession of the electricity company.
3. By closing the agreement, the consumer submits to the clauses of the concession, as far as applicable to him, to the clauses of these conditions for connection and the alterations to be introduced herein, as well as to the effective rates and the alterations to be introduced therein and to the installation regulations.

At the same time, he thereby authorizes personnel of the electricity company to set foot upon the premises where the to be connected or already connected installation is situated, in case and as often as such is desirable in the opinion of the electricity company with regard to the electricity supply to him or others.

He can demand, however, that these personnel produce a legitimization, supplied by the management.

Article 4.

Sale of electricity to a third party.

The consumer is not allowed to sell or supply to a third party the electricity supplied to him in whichever form or under whichever denomination, unless with permission of the electricity company and under conditions to be determined by the electricity company.

Article 5.

Connection.

1. An installation will only be connected to the distribution system if it meets the installation regulations.

As soon as it is evident to the electricity company that the installation no longer meets the installation regulations, she can at once interrupt the supply of electricity until the installation has been corrected according to the installation regulations.

2. The electricity company can never be held responsible for the condition of the installation, nor for the resulting consequences.
3. The way of connecting, the place of the connecting line and the connecting devices will be decided by the electricity company in consultation with the consumer.
4. The connection will be accomplished, subject to the conditions of the concession, by or on behalf of the electricity company of the utmost five working days after receipt of the application if:
 - a. the consumer has fulfilled the formalities set by the electricity company;
 - b. the to be connected installation is situated on a road along which a distribution system of sufficient dimension, through which the electricity with a voltage suitable to be supplied to the consumer is transmitted, is present;
 - c. has been fulfilled to that which is stated in the installation regulations mentioned in member 1 regarding the inspection of the installation;
 - d. by closing the agreement for supply of electricity the consumer, according to what is stated in article 5 member 1 of the concession conditions, has deposited against receipt an amount equal to the price of the electricity consumption over a consumption period, estimated by the electricity company.

The amount serves to ensure that the consumer will fulfill his financial obligations towards the electricity company. In case the amount proves to be insufficient or has been used up wholly or partly, the consumer is obligated to supplement this amount within four days after notification to an amount, equal to the price of the electricity consumption over a consumption period, re-estimated by the electricity company.

The amount stays in deposit at the electricity company, interest payment will not take place.

After termination of the agreement for electricity supply the amount will be refunded to the consumer against return of the receipt, decreased by the settlement of any claims the electricity company still might have on him.

If the amount or the balance thereof has not been claimed within one year after termination of the agreement for electricity supply, it will fall to the electricity company.

A duplicate of the receipt of meant amount will be provided only once.

5. The consumer takes care of his bill and risk to the satisfaction of the electricity company and continuously of the necessary and appropriate room and of the eventual separations for the accomplishing and keeping in place of the connection on the premises of the consumer and in case the electricity company might desire such, on the premises of a third party.

Contrary to what is stated in article 1 members 6 and 8, in the connection mentioned in this number are not included transformers, converters and rectifiers, unless, in the opinion of the electricity company in view of the demand needed by the consumer mostly more than 10 kVA — and the kind of electricity to be supplied, the existence of one or more of these devices in the room meant in this member is necessary.

6. The electricity company is authorized to supply electricity from a connection to neighboring consumers as well, in which case the concerning clause stated in article 4 of the concession will be applicable.
7. If for the connection of an installation extension of the distribution system is necessary, the concerning clauses in the articles 3 and 4 of the concession will be applicable. The consumer can acquaint himself with the contents of the concession at the office of the electricity company in Sint Maarten.
8. The connection can be refused, in case it is desired for temporary purposes, such as illumination, lighting of tents etc., and in case it has to serve as reserve for and/or as a supplement of a device for the generation of electricity.
9. The consumer has to take care that the power-factor will not be lower than 0.9, on the understanding that, in case the power factor is lower than 0.9 the electricity company is entitled to charge a compensation, recorded in the "General Rates for Electricity supply", unabated the right of the electricity company to demand the consumer to correct the power factor.
10. The connection is and stays property of the electricity company.

Article 6.

Maintenance of connections.

1. The maintenance and alterations on the connection will be done exclusively by or on behalf of the electricity company. The costs hereof, except for the cases mentioned in the members' 2 and 3, are for the account of the electricity company.

2. Damages to the connection which are caused by the consumer, his carelessness or his imprudence, will be repaired for his account.
3. Unabated the clause in article 8, member 2, changing of the connection will be done on request of the consumer for his account.
4. The consumer is responsible for the damage which is, in the opinion of the electricity company, a result of breaking the seals and/or the connections on the connecting devices by others than the electricity company.

Article 7.

Determination of the charging.

1. The amount indebted by the consumer to the electricity company will be determined according to the fixed rates on the ground of the indication (s) of the measuring device, unless other arrangements with the consumer have been made by the electricity company.
2. The reading of the indication (s) of the measuring device by the electricity company will take place, as a rule, once per calendar month, yet may take place more often.
3. In case it is evident that one or more seals and/or terminations on the connecting devices have been broken, or that in any way the indication (s) of the measuring device has (have) been affected or any co-connection has been accomplished without the knowledge of the electricity company, the electricity company, will be entitled to claim a compensation up to an amount, calculated according to a consumption of the total nominal capacity of the lawful and

unlawful connected installation during 720 hours per month over the duration of the established irregularity, estimated by the electricity company, unabated her right to compensation for other damages, including the expenses of the investigation, repairs and replacing of the measuring device and irrespective of possible prosecution of criminal law against the consumer.

Article 8.

Examination of measuring devices on request.

1. Upon written request of the consumer, the measuring device which forms part of the connection made on his behalf, will be examined on his account and be replaced it necessary.
2. In case it is evident from the examination that the inaccuracy of indication of the measuring device amounts to more than 3%, the expenses of this examination and of the replacement of the device by another one shall be for account of the electricity company, whereas the consumption not yet charged will be estimated according to the average of the preceding three consumption periods. If the consumer cannot agree with this way of charging, or if the electricity company considers it more reasonable to apply another standard, then, except for appeal by the consumer to the Governor, an estimate of the not yet charged consumption by the electricity company will suffice.
3. The expenses of examination and replacement meant in the first member have been recorded in the "General Rates for Electricity supply"
4. The consumer has a right to be present at the examination and to be assisted thereby.

Article 9.

Notification and payment of the charges.

1. The electricity company is obligated:
 - a. to notify the consumer of the amount due over the period of consumption, ending in the preceding month, at the latest on the 28th of each calendar month;
 - b. to hand over a receipt upon receiving the amount due;
 - c. to clearly specify the notification meant under a), as well as the receipt meant under b).
2. The consumer is obligated to pay his electricity bill at the latest on the 10th of that calendar month following the calendar month first mentioned in member 1 sub a of this article, exclusively at the office of the electricity company, unless permission has been given to another form of payment. If this date falls on a Sunday or a generally recognized Christian holiday, the payment has to take place at the latest on the next working-day.
3. In case the consumer fails to pay his dues including the fixed rates stated in the "General Rates for Electricity supply", timely, the electricity company can cut off the electricity supply. The electricity supply to the premises will only be reconnected after payment of the dues has taken place, increased by the costs, according to that rates fixed in the "General Rates for Electricity supply".

Article 10.

Termination of the connection and cutting off of the electricity supply.

1. The electricity supply can be interrupted in order to perform repairs or alterations in the interest

of the electricity company, as a result of breakdowns and by order of the Government.

2. If possible, the consumers concerned will be given notice of an interruption of electricity supply and of the presumable duration beforehand.
3. If a consumer wishes to discontinue using electricity temporarily for more than fourteen days, the connection of his installation can be cut off upon his written request. The cutting off and the reconnecting will be charged to him according to the rate fixed in the "General Rates for Electricity supply".

4. Interruption of electricity supply otherwise than:

as a result of which is stated in member 1 of this article;
as a result of cuts stated in mention by article 5 and member 3 of article 9; in case of force majeure,

will entitle the consumer to reduction of part of the fixed rates which the consumer is indebted to the electricity company in compliance with the "General Rates for Electricity supply".
. This reduction will be determined in accordance with the part of the period of consumption during which the cutting and/or interruption has occurred, on the understanding that, in case a number of kWh is included in the fixed rate, this number will also be reduced accordingly. This (these) reduction (s) can, however, only be permitted in case the cutting off and/or interruption has occurred for more than six consecutive hours.

Article 11.

Termination of the electricity supply.

1. The consumer, who as from a certain date desires no further electricity supply to the premises wherein the connected installation is situated, is obligated to give notice in writing thereof to the electricity company at the utmost three days before that date.
2. The electricity company can denounce the agreement for electricity supply in case the consumer fails to comply with his obligations conformably to the stipulations of these conditions. A new application from this ex-consumer will only be accepted, after he has paid his debts and when it is obvious to the electricity company, that the installation complies with the installation regulations.
3. The agreement for electricity supply will not end before the third day after a written denouncement, unless it has been stated expressly otherwise in an agreement with a certain duration.

The consumer stays responsible, even after ending the agreement, for the not yet paid consumption and for the damage which might have been done to the connection belonging to the electricity company.

4. In case a consumer has left the premises on which the installation for which the agreement has been made is situated without denouncement of the current agreement, same will be considered expired, the electricity company reserving all rights to compensation of costs, damage and interests.

Article 12.

Indemnity.

The electricity company is not bound to any compensation

or indemnification, in case the electricity-supply described in article 2 would be disturbed by whatever cause, or in case damage or hindrance is the result of deviators in mentioned supply, or in case any damage or hindrance might be done to or by the connecting lines or connecting devices.

The consumer indemnifies the electricity company towards third parties, including the owner of the premises, from any liability emanating from damage or hindrance.

Article 13.

Hindrance.

1. An installation may not, to the opinion of the electricity company, cause any symptoms which might result to hindrance to the other consumers, or the electricity company herself.
2. The electricity company can order the consumer, in order to avoid such hindrance, to engage provisions on his costs, or he will not be allowed to use certain appliances and/or motors during hours to be decided upon by the electricity company.

Article 14.

Differences.

In differences, arising from the application of these conditions, the Governor decides.

Article 1.

Alteration of the conditions.

The electricity company can only alter these conditions with the Governor's consent.

GENERAL RATES FOR ELECTRICITY SUPPLY.

A. RATES EXCLUSIVELY FOR DOMESTIC PURPOSES.

(Light, Ventilators, Cooking-devices, Vacuum cleaners, Air conditioners, Radio's etc.)

1. The rates entitle the consumer to consume electricity during 24 hours a day up to the demand, unless otherwise has been agreed.
2. The electricity supply takes place via a singular rate electricity meter. Meter rent is not due.
3. The rate per consumption period amount to:
 - I. For a connection with two conductors and an available capacity of 2.4 kVA:

0-25 kWh	f 4.75
for the remaining kWh	ct. 17/kWh.
 - I. For a connection with more than two conductors and an available capacity of more than 2.4 kVA:

0 - 100 kWh	f 17.50
for the remaining kWh	ct. 17/kWh.
4. The available capacity shall be determined by the electricity company.
5. The fuel-clause is applicable to the rates.
6. The power factor is not to be lower than 0.9.

In case some proves to be lower, the consumer has to engage provisions at his cost in accordance with the electricity company to correct the power factor to 0.9.

The electricity company may charge an extra amount of 1 ct. per kWh, until the consumer has proven to the satisfaction of the electricity company that the power factor has been brought to 0.9 again.

B. RATES FOR COMMERCIAL PURPOSES.

(Offices, Shops, Hotels, Coffee shops, Restaurants etc.)

1. The rates entitle the consumer to consume electricity during 24 hours a day up to the demand, unless otherwise has been agreed.
2. The electricity supply takes place via a singular rate electricity meter. Meter rent is not due.
3. The rate per consumption period amounts to:
 - I. For a connection with two conductors and an available capacity of 2.4 kVA:

0 - 25 kWh	f 4.75
for the next 325 kWh, (from 26 up to and including 350 kWh)	ct. 17/kWh.
for the remaining kWh	ct. 15/kWh.
 - II. For a connection with more than two conductors and an available capacity of more than 2.4 kVA:

0 - 100 kWh	f 19.00
for the next 900 kWh, (from 101 up to and including 1,000 kWh)	ct. 17/kWh.
for the remaining kWh	ct. 15/kWh.
4. The available capacity will be determined by the electricity company.
5. The fuel-clause is applicable to the rates.
6. The power factor is not to be lower than 0.9.

In case some proves to be lower, the consumer has to engage provisions at his cost in accordance with the electricity company to correct the power factor to 0.9.

The electricity company may charge an extra amount of 1 ct. per kWh, until the consumer has proven to the satisfaction of the electricity company that the power factor has been brought to 0.9 again.

Special rates.

Special agreements can be made with consumers, who wish to have the disposal of capacity of more than 50 kVA and with those consumers who guarantee a substantial monthly consumption during a prolonged period or who consume electricity during favorable parts of the 24 hours.

GENERAL REGULATIONS.

II. Cost of connection and disconnecting etc.

1. For the first time an installation will be connected to the distributing system free of charge.
2. The temporary disconnection and/or connection afterwards, on the consumer's request and provided this will not be desired more than once a year, also takes place free of charge; for each next occasion fl. 2.50 will be charged.
3. In case payment of the electricity bill does not take place in due time, the consumer has to pay fl. 1.00 collecting-charges for each representation of the not yet paid bill.
4. Upon resumption of supply as meant in article 9 member 3 of the Conditions for connection, the consumer has to pay, except for the costs mentioned in member 3, also an amount of fl. 2.50, while, moreover, the electricity company can demand an increase of the amount meant in article 5 member 4d of the Conditions for connection up till a maximum of two months estimated current consumption.

II. Examination and replacement of the measuring devices.

In case the costs of the examination and replacement of measuring devices upon the consumer's request,

according to article 8 of the Conditions for connection have to be paid by the consumer, the electricity company will charge him an amount of fl. 5.00 per singular measuring device.

FUEL-CLAUSE.

The rates are based on a price of fl. 45.00 per 1,000 liters of Diesel oil f.o.b. delivered on the site of the powerplant of the electricity company in Sint Maarten. For each new amount of fl. 1.00 that this fuel price is higher or lower than fl. 45.00 per 1,000 liters of Diesel oil, the rates will be increased/de-creased resp. with fl. 0.000425 per supplied kWh. The adjustment takes place as from the date of the price alteration.

These Conditions for Connection to the Electricity-system and General Rates for Electricity supply in Sint Maarten have been approved by the Governor of the Netherlands Antilles.