

# Standard Terms and Conditions

## 1.0 How we define certain key terms in our Contract

These terms and conditions are approved by the Director of Fair Trading pursuant to the *Energy Marketing Regulation*. They have been drafted in plain language to make it easy for you to understand.

<b>Contract</b>	These terms and conditions, the Product Sheet and the Recorded Call if applicable.
<b>Directive</b>	Any contract with a Distribution Company or its tariffs, policies or directives.
<b>Distribution Company</b>	The organization that operates your local natural gas or electricity distribution system, including the load settlement agent.
<b>Early Exit Fee</b>	Your cost to end your Contract with us before its expiry date. The amount is described in the Product Sheet.
<b>Energy</b>	The natural gas or electricity, or both, that you are buying under this Contract.
<b>Energy Charge</b>	The price per unit that you agree to pay for the Energy supplied to you under this Contract. It is described in the Product Sheet.
<b>Laws</b>	Any law, regulation, Directive or other legal requirement relating to this Contract or the supply, sale, receipt and purchase of Energy.
<b>Other Charges</b>	The amounts you will pay us in addition to the Energy Charge that are related to the supply of Energy and services under this Contract. They are charged by third parties related to third party enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission charges, delivery charges and Taxes. They also include amounts charged by us that are described in the Product Sheet.
<b>Product Sheet</b>	The document titled "Product Sheet" that describes what you are purchasing and your personal information.
<b>Recorded Call</b>	The recorded telephone call that describes what you are purchasing and your personal information. A telephone call conducted to verify a written agreement is not a Recorded Call.
<b>Site</b>	Your home, business or other locations noted as Site ID numbers in the Product Sheet.
<b>Site Administration Fee</b>	The amount set out in the Product Sheet that we charge you each month for each Site to administer your account.
<b>Start Date</b>	The date on the Product Sheet you will first receive Energy from us under this Contract.
<b>Taxes</b>	All lawful taxes and charges related to your purchase of Energy and services under this Contract.

## 2.0 Supply of Energy

### 2.1 Conditions for supplying Energy

- Before we supply you with Energy and services, you must meet our credit requirements, and you must continue to meet our credit requirements; and
- Before we supply you with Energy and services, the Distribution Company must enroll your Site with us designated as your retailer.

### 2.2 Credit requirements and deposits

You agree to provide us with and authorize us to receive from third parties reasonable financial and credit information if we request it. We will use it to evaluate your creditworthiness, and as a result we may require a deposit at any time during the term of this Contract.

### 2.3 Appointing us as your agent

By entering into this Contract, you appoint us as your limited agent to deal with third parties for all purposes related to the performance of this Contract. In this role, we will conduct

activities such as enrolling your Site, acquiring and arranging for the supply of Energy and services to you, and billing you for the Energy and services supplied to you. You authorize the Distribution Company to give us your consumption information and any related information that we may require. This agency relationship ends when both of us have completed all obligations under this Contract and any renewal of it. When we act as agent, we only do so for the purposes directly related to this Contract. You are free to make your own decisions about the Energy and Contract you choose, and you agree that we are not your financial advisor and therefore have no liability for your choices.

## 3.0 Billing, Metering and Payment

### 3.1 Billing

We will bill you regularly and you must pay your bill. Your bill includes charges for all Energy supplied to you based on the Energy Charge, Other Charges, Site

Administration Fee and any deposit. Occasionally your bill will contain charges or credits for adjustments related to those charges or your Energy consumption.

### 3.2 Estimated and actual consumption

The portion of your bill related to consumption is based on your metered Energy consumption and estimates of consumption that we or the Distribution Company make. Periodically, we will make adjustments between estimated and actual consumption and bill you a debit or credit.

### 3.3 Late payments or disputed invoices

If we do not receive your payment by the date indicated on the bill, we will charge you the late payment fee set out in the Product Sheet. You have the right to dispute incorrect calculations or estimates if you inform us promptly, but you must pay your bill in full while a dispute is being resolved. If you are correct, we will adjust your bill. You are responsible for all legal and collection fees associated with us trying to collect any amounts owing, including Early Exit Fees.

### 3.4 Use of deposit

We may use any deposit made by you for the payment of any amounts owing pursuant to this Contract.

## 4.0 Changes to the supply of Energy and ending this Contract

### 4.1 Moving

- a) You must give us at least 45 days' advance notice before you move and tell us your new address. If the new location is within a territory we serve, we will amend this Contract to apply to your new location. Any interruption in supply of Energy or services caused by your failure to give us 45 days' notice and any additional costs either of us incur in serving the new location will be your responsibility.
- b) If you move out of Alberta or to a territory we do not serve, then on the date of your move, this Contract will end without liability to either of us. If you move to a territory where we supply only electricity or natural gas, then, on the date of your move, this Contract, as it applies to the other commodity, will end without liability to either of us.
- c) If we cannot supply electricity or natural gas, or both, to your new location for any other reason (including that a third party supplies you with electricity or natural gas, or both), this Contract, as it applies to electricity or natural gas, or both, will end and we may charge you the Early Exit Fee.

### 4.2 Transferring this Contract

You may transfer this Contract to another person with our consent, which may be withheld. We may transfer this Contract to another Energy retailer by giving you notice.

### 4.3 We can end this Contract if...

We can end this Contract and charge you the Early Exit Fee if you:

- a) do not pay your bill in full by the date on your bill;

- b) do anything that prevents us from supplying you with Energy or services;
- c) increase your consumption above 2500 GJs or 250,000 kWhs per year; or
- d) do not give us satisfactory financial or credit information, do not give us a deposit when we request one, or do not meet our credit requirements.

### 4.4 You can end this Contract if...

You can end this Contract without cost or payment of the Early Exit Fee:

- a) within 10 days after a copy of this Contract, signed by you, is received by us; or
- b) within 60 days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call; or
- c) if another contract presently exists for the supply of Energy to your Site (but not if the existing contract expires on or before the start of this Contract)..

You can end this Contract without payment of the Early Exit Fee within one year from the date this Contract is entered into if we i) do not set out the date the supply of Energy or services will begin; ii) do not begin the supply of Energy or services within 30 days of that date (unless you expressly authorize the late start); or iii) were not properly licensed when we entered into this Contract.

### 4.5 De-Enrolling You with the Distribution Company

When this Contract ends we will ask the Distribution Company to de-enroll your Site. When it does, you will receive Energy from a default supplier or another retailer you choose. The obligations under this Contract will not end until the de-enrolment is finished and we have each completed all of our obligations to each other.

### 4.6 Payment of Early Exit Fee

If we charge you the Early Exit Fee, it will appear on your bill. If you do not pay it to us by the date indicated, we will charge you the late payment fee.

## 5.0 Unexpected Events

### 5.1. Inability to Perform

Certain events beyond our control may make it impossible for us to supply Energy or services to you. We are not legally responsible to you in those events and will resume supplying Energy or services as soon as we reasonably can. This Contract will otherwise remain in full effect.

### 5.2. Change of Laws

If we believe a change in Laws requires that we make a change to this Contract, we will notify you and the changes will apply 30 days after the notice is sent. The Energy Charge and expiry date will not change unless you agree. If a change in Laws stops us from supplying

Energy or services under this Contract or creates additional costs for us that are not included in Other Charges, then we may end this Contract. If so, we will notify you and 30 days after the notice is sent, this Contract will end without liability to either of us.

## **6.0 Other duties and responsibilities**

### **6.1 Promises**

We both need each other's assistance to successfully perform this Contract. Therefore, we both promise to comply with Laws and to help each other in enrolling your Site.

### **6.2 LIMITATION ON RESPONSIBILITY**

WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE DISTRIBUTION COMPANY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.

## **7.0 Miscellaneous**

### **7.1 Privacy**

Our privacy policy governs the way we use the information you give us. We only use it to establish and collect money for your account, to supply Energy under this Contract, to meet our contractual obligations with others, for law enforcement activities and to communicate with you about our other services. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise. Any withdrawal of consent that prevents us from supplying Energy and services will result in the application of the Early Exit Fee. If you have any questions about the collection or use of this information, please visit our website or contact us by calling the number on your bill.

### **7.2 Notices**

Each of us must deliver any notice related to this Contract to the other's address on the Product Sheet. You are required to produce independent evidence that the notice was delivered. Each of us may change our address by giving notice to the other.

### **7.3 Entire Contract and execution**

We both agree that this Contract is the only thing we may look

to as the evidence of the agreement between us. Except for changes to personal information and the like, we both can only amend this Contract in writing or by telephone if allowed by Laws.

### **7.4 Waiver, remedies and sections that don't end**

No failure or delay to exercise a right under this Contract will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Section 6.2 does not end when this Contract ends but stays in effect.

### **7.5 Fixing legal problems with this Contract**

If any part of this Contract is illegal or cannot be enforced, we both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this Contract, it will be removed and the rest of this Contract will stay in effect.