



Electric Utilities Act

Roles, Relationships and Responsibilities Regulation 2003

Roles, Relationships and Responsibilities Regulation



TERMS AND CONDITIONS OF DEFAULT RETAILER SERVICE AND DEFAULT SUPPLIER SERVICE

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payments, import costs, the cost of losses and unaccounted for electric energy, as allocated by the Independent System Operator.

means ATCO Electric Ltd.

means the Distribution System owned by ATCO Electric.

means ATCO Electric's Terms and Conditions for Distribution Access Service and Terms and Conditions of Distribution Service Connections, as the case may be.

has the meaning ascribed to that term in the EUA.

means any day other than Saturday, Sunday or a holiday as defined in the Interpretation Act, R.S.A. 2000, c8I-

means the Alberta Utilities Commission established under the Alberta Utilities Commission Act, R.S.A., 2007, c.37.2, as amended from time to time.

means a Person that is eligible to obtain either Default Retailer Service or Default Supplier Service.

means the Customer for whom DFS has opened an account pursuant to Section 4.3.

means the service that is required by the Roles, Relationships and Responsibilities Regulation, AR 86/2000, as amended, to be provided by a default retailer.

means the service that is required by the Roles, Relationships and Responsibilities Regulation, AR 169/2003, as amended, to be provided by a default supplier.

means Direct Energy Default Supply, a Direct Energy Partnership business managed by Direct Energy Marketing Limited.



has the meaning ascribed to that term in the Settlement System Code.

has the meaning ascribed to that term in the Settlement System Code

has the meaning ascribed to that term in the EUA.

means a person, firm, partnership, corporation, organization or REA or other association, and includes an individual member thereof

means, at any point in time the Price Schedule filed with the Commission and in effect at such time regarding Default Retailer Service and Default Supplier Service.

means incorporated rural electrification association.

includes, but is not limited to, a cash deposit, guarantee, indemnity bond, and/or irrevocable letter of credit acceptable to DFS.

means Default Retailer Service or Default Supplier Service, as applicable.

means the Facilities of the ATCO Electric Distribution System that deliver Electricity to a Site.

means the rules governing the roles of the ATCO Electric Distribution System.



If there is any conflict between a provision in these Terms and Conditions and an agreement for Default Retailer Service or Default Supplier Service, the express provisions of these Terms and Conditions shall govern as of their effective date.

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

In these Terms and Conditions, words importing the singular number only include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

These Terms and Conditions are effective on ~~Effective Date~~ defined herein



- (a) All Customers must be of legal age to contract for service ~~DFS~~. ~~DFS~~ reserves the right to verify the identity of the Customer and the accuracy of the information provided.
- (b) All Customers must supply information ~~regarding~~ the location of the Site to be served, the Customer's connected load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information and any other information that may be required ~~by~~ ~~DFS~~.
- (c) All Customers must provide written acceptance specifying that the Customer has agreed to these Terms and Conditions, where required by ~~DFS~~ sole discretion.
- (d) All Customers who are not paying by electronic funds transfer must submit a pre authorized payment agreement.
- (e) All Customers must satisfy the credit requirements ~~DFS~~ set forth in Article 5.
- (f) All Customers must meet any other requirements ~~DFS~~, acting reasonably, may impose in order to provide Service hereunder to the Customer.

Upon satisfaction of the above requirements ~~DFS~~ will open an account for the prospective Customer for Service at the applied for Site and the Customer shall be the Customer of Record for the Site and, where applicable, will be required to pay ~~DFS~~ a onetime set up fee for opening the account in accordance with the Price Schedule. The Customer will be responsible to pay ~~DFS~~ amounts charged to the account from the time the account is opened until Final Settlement has occurred. Service will be provided to the Customer, subject to these Terms and Conditions ~~DFS~~ reserves the right to discontinue Service to the Customer if at any time the Customer fails to meet these requirements.



DFS reserves the right to refuse Service enrollment to a prospective customer at any Site where:

- (a) DFS determines, in its sole discretion, that the prospective Customer is not creditworthy or a previous account held by that Person ~~DFS~~ is in arrears; or
- (b) the Customer has an outstanding balance ~~DFS~~ for Service; or
- (c) the prospective Customer fails to provide Security acceptable ~~DFS~~ in accordance with Article 5; or
- (d) a previous Customer at the Site had a history of ~~payment~~ and ~~DFS~~ believes, on reasonable grounds, that the defaulting Customer would continue to occupy the premises located at the Site; or
- (e) the prospective Customer has not complied with the applicable provisions of these Terms and Conditions to the satisfaction ~~DFS~~; or
- (f) any representation made by the prospective Customer, directly or on its behalf, to ~~DFS~~ for the purpose of obtaining Service is, ~~DFS~~'s opinion, fraudulent, untruthful or misleading; or
- (g) the prospective Customer has not, when requested by ~~DFS~~ so, provided a signed written application for Service.

A Customer cannot assign its account for Service or any rights in relation to Service for a Site to a new occupant or owner of the premises at which the Site is located. The new occupant or owner must apply



- (d) the Adjusted Pool Price has increased;
- (e) there has been more than a 50% increase in the Customer's average monthly consumption of Electricity over the prior four month period;
- (f) the Customer makes a request for reconnection of service after having been disconnected for non-payment;
- (g) the Customer is or may be requiring temporary Service at a Site; or
- (h) where the Customer can reasonably be found to be in financial difficulty.

DFS, in its sole discretion, may waive the requirement for Security by the Customer.

DFS, in its sole discretion, will determine the amount of Security required to be provided by a Customer based on current market conditions. The amount of Security will cover up to 120 days of consumption, as estimated by DFS Distribution Tariff charges, Electricity commodity costs and administrative fees.

- (a) Security will not be returned to the Customer until Final Settlement Terms of 0.004.6 Terms of Service



ATCO Electric provides DFS under the ATCO Electric Distribution Tariff meter readings and estimates of



Should the Customer dispute any amount owing, the Customer shall nonetheless pay such disputed amount and submit the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, DFS will issue refunds or impose additional charges, as appropriate, to affected Customers. The right or ability of either party to dispute a bill for Service provided hereunder shall only apply to bills rendered during a period of one (1) year prior to the date of a written notice of such dispute.

Bills rendered by DFS under these Terms and Conditions will include, among other things, charges payable by DFS to ATCO Electric under the Distribution Tariff. Those charges are or may be subject to adjustment under the ATCO Electric Distribution Tariff. Bills rendered by DFS under these Terms and Conditions may be adjusted from time to time to, among other things, reflect adjustments by ATCO Electric under its Distribution Tariff and DFS will issue refunds



If a Customer's Service is discontinued by DFS or disconnected under the ATCO Electric Terms and Conditions, the Customer is responsible for payment for all Service provided to the Customer up to the time of such discontinuation or disconnection, and until payment for final charges of consumption has been made.

In the event of discontinuance or termination of Service, or disconnection of a Service Connection of a Customer for nonpayment or for any other reason, to have Service restored, the Customer shall pay:

- (a) any amount owing to DFS;
- (b) the security deposit, if any, required under Article 5 herein; and
- (c) the reconnection fee prescribed in the Price Schedule.

;



When a Customer elects to terminate Service under these Terms and Conditions, DFS will determine whether a final meter reading is required.

When a Customer elects to terminate Service under these Terms and Conditions, the Customer's account will not be closed until after Final Settlement has taken place. The Customer remains liable for all charges up to the point of Final Settlement. If a Customer's account is closed, any outstanding charges may be transferred to any other Default Retailer Service or Default Supplier Service account held by the same person.

DFS shall make all reasonable efforts to maintain a continuous supply of Electricity to its Customers served under these Terms and Conditions, but DFS cannot guarantee an uninterrupted supply of Electricity.

- (a) If Service is interrupted, defective, curtailed, reduced, irregular, or fails from causes or circumstances beyond DFS control or through negligence of its employees, servants or agents, DFS shall not be liable to the Customer or any other Person for the interruption, defect, reduction, irregularity or failure.
- (b) Without limiting the generality of the foregoing, DFS does not own or operate the ATCO Electric Distribution System or any other part of the Interconnected Electric



property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a Customer.

Any claim by a Customer for loss, injury or damage must be filed with the DFRB.



If either DFS or the Customer neglect or refuse to appoint an arbitrator within fifteen (15) days after the other party (provided such other party has appointed its arbitrator) has served DFS or the Customer, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta



or indirectly, or become a party to a violation of any requirements of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide Service to any Customer. DS obligation to provide Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of the Service will have been obtained and will be in force during the period of Service.



A onetime set-up fee will be charged to Customers as follows:

- f* Customers with 1 to 5 service accounts on Default Supplier Service will be charged \$600.
- f* Customers with 6 to 10 service accounts on Default Supplier Service will be charged \$1200.
- f* Customers with 11 or more service accounts on Default Supplier Service will be charged \$1800.

For each account on Default Retailer Service or Default Supplier Service, an administrative fee of \$0.025 per kWh will be charged for all electricity consumed

At Sites that are metered with interval meters, Electricity consumed at the Site will be charged to the Customer by multiplying the hourly Adjusted Pool Price by the corresponding hourly consumption.

At Sites that are metered with conventional meters, including Automatic Meter Reading (AMR) meters, Energy consumed at the Site will be charged to the Customer by multiplying the weighted average monthly Adjusted Pool Price by the monthly consumption at the Site

Regardless of the type of metering used at a Site, Site Adjusted Pool Price will include any uplifts passed through from the Independent System Operator, including but not limited to trading fees, curtailment fees, import costs and any other charges that may be imposed by the Independent System Operator. The Adjusted Pool Price will be grossed up to account for all losses and unaccounted for electric energy that the Independent System Operator assigns. DFS shall have the right to flow through to its Customers



The charge for reconnecting a Customer's ~~Site~~ ^{Site} whether on an expedited basis or not, will be the applicable charge under the ~~ATCO~~ ^{ATCO} Electric Distribution Tariff plus \$50.00.

The amount due shown on a bill is owing ~~DS~~ ^{DS} on the statement date. If a Customer does not pay a bill in full within seventeen (17) days after the statement date specified on the bill, a late payment charge of 1.5% per month may be applied. The outstanding unpaid amount, including the late payment charge, shall be applied to the charges that become due and payable in the next bill.

The following charges shall apply, as applicable:

- a. Meter Reads, Supplementary Amount of any applicable charge under the ATCO Elec
Meter Reads, Meter Disputes or Distribution Tariff
Meter Testing
- b. Interval Meter Usage Data Amount of any applicable charge under the ATCO Elec
Distribution Tariff
- c. Dishonoured Cheque \$25.00