

CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A BUSINESS

For use on and after January 1, 2017

[Energy retailer may include its business name and logo and on this and subsequent pages of the contract. Energy retailer may also include contract identification information at the bottom of this and subsequent pages of the contract.]

See [section 2](#) for what different words mean in this Contract.

1 What you are buying and from who

Energy Retailer information	<p><i>[Insert name and licence numbers of energy retailer]</i> <i>[Name of energy retailer]</i> is not your Gas Utility or your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity and natural gas. Our electricity licence number is <i>[Energy retailer to insert electricity retailer licence number]</i> and our natural gas licence number is <i>[Energy retailer to insert gas marketer licence number]</i>.</p> <p>Section 7 tells you how to contact us for different reasons.</p>
Your information	<p><i>[Insert customer name and contact information for the customer. Other customer information needed by the energy retailer to enrol the customer or manage the contract may be added/solicited as required. If the utility account numbers for the non-residential property to be supplied is to be noted, it can be included here or in the next item.]</i></p>
Address of the Business to be supplied under this Contract	<p><i>[Insert address of non-residential property to be supplied under the contract]</i></p>
Contract Price: What you pay for electricity and natural gas under this Contract	<p><i>[Energy retailer to check the applicable box.]</i></p> <p>Type of Contract Price:</p> <p><input type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input type="checkbox"/> Other</p> <p><i>[Energy retailer to include details of the contract price. Energy retailer may include the name that the energy retailer uses for the product in question, preceded by the words "We call this".]</i></p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity and natural gas bills the Contract Price covers.</p>
Other energy costs: Charges you will continue to pay to others	<p>The Contract Price is only for part of your total electricity and natural gas bill. You will remain responsible for paying other charges to have electricity and natural gas delivered to the Business. For electricity, you will also remain responsible for paying your share of the Global Adjustment. The electricity Price Comparison that we gave you with this</p>

	<p>Contract shows that the Global Adjustment was \$XX.XX/kWh <i>[Energy retailer to insert the GA amount as per the price comparison provided to the consumer]</i> for the month of <i>[Energy retailer to insert month/year]</i>. But the amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Contract Length	<p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your electricity and natural gas from <i>[insert name of energy retailer]</i> for: <i>[energy retailer to check the applicable box]</i></p> <p><input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 5 years <input type="checkbox"/> Other: _____</p> <p><i>[Where energy retailer checks “Other”, energy retailer to insert details regarding the contract term.]</i></p>
Contract Start Date	<p><i>[Energy retailer to insert Version 1 or Version 2, as applicable.]</i></p> <p><i>Version 1:</i></p> <p>This Contract will start on <i>[Insert effective date of the Contract]</i>. The day when you will start to get electricity and natural gas under the Contract is later than this day.</p> <p>Section 3.3 tells you how long it should normally take to switch you to the Contract Price for the electricity and natural gas used at the Business.</p> <p><i>Version 2:</i></p> <p>This Contract will start on the day you start to get electricity and natural gas under the Contract.</p> <p>Section 3.3 tells you how long it should normally take for that to happen.</p>
Your right to change your mind	<p>After you enter into this Contract, you have 10 days to change your mind. The Energy Consumer Protection Act gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p>Section 5.1 tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p>Section 5.2 tells you about your rights to end this Contract.</p> <p>Section 5.3 tells you about Cancellation Fees.</p>

Our rights to end this Contract	<p>We can end this Contract for different reasons. <i>[Energy retailer to insert if applicable: If we end the Contract, you may have to pay an Early Exit Fee.]</i></p> <p>Section 5.4 tells you about our rights to end this Contract. <i>[Energy retailer to insert if applicable: Section 5.5 tells you about Early Exit Fees]</i></p>
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2 What words mean in this Contract

“We”, “us” and “our” refer to *[insert energy retailer name]*.

“You” and “your” refers to the Business whose name is set out beside “[Your information](#)” in section 1.

“Account Holder” is the person whose name is on the Gas Utility and Electricity Utility bills for the Business.

“Business” is the property that is supplied with electricity and natural gas under this Contract as shown in section 1.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for electricity and natural gas that you buy from us for the Business.

[Energy retailer to insert if applicable: “Early Exit Fee” is what you agree to pay if we end this Contract.]

“Electricity Utility” is the electricity company that runs the wires that bring electricity to the Business. An Electricity Utility is also called a distributor or a distribution company.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to the Business. A Gas Utility is also called a distributor or a distribution company.

3 Supply of electricity and natural gas and billing

3.1 You are the Account Holder or the Account Holder’s agent

You have told us that:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to enter into this Contract to supply electricity and natural gas to the Business.

3.2 Enrolling you as a new customer

Before we provide electricity and natural gas for the Business, we have to take two steps.

Step one: We must enrol you as a new customer. *[Energy retailer to insert, if applicable: This may involve a standard credit check.]*

Step two: We will ask your Gas Utility and your Electricity Utility to switch you to the Contract Price for the electricity and natural gas used in the Business. This switch is a change to the supply arrangement information on your Gas Utility and Electricity Utility accounts, and will not interrupt electricity or natural gas service to the Business.

You agree that we can act as your agent for the purpose of asking your Gas Utility and your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity and natural gas used in the Business and managing this Contract. You also agree that your Gas Utility and your Electricity Utility can give us information about the gas and electricity accounts for the Business that we need in order to enrol you and to manage this Contract.

3.3 Start date of supply

We will start supplying electricity and natural gas to the Business under this Contract after your Gas Utility and your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Business under this Contract within *[energy retailer to enter number]* days from when the Gas Utility and the Electricity Utility finish switching you to the Contract Price.

We do not control how fast your Gas Utility or your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity or natural gas are:

- a. Mistakes in the information that we have about you
- b. If your Gas Utility or your Electricity Utility does not tell us they have done the switch
- c. If your Gas Utility or your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control

3.4 Delivery and billing

Your Gas Utility and your Electricity Utility will continue to deliver natural gas and electricity to the Business. They will also continue to read your natural gas and electricity meters.

Your Gas Utility and your Electricity Utility will also normally continue to bill you on our behalf for electricity and natural gas supplied to the Business under this Contract. Your electricity and natural gas bills will be sent to you in accordance with your Gas Utility's and your Electricity Utility's usual requirements and schedules for things like billing and payment dates and security deposits.

[Energy retailer to insert if applicable: We reserve the right to bill you directly.]

[Energy retailer may include further details regarding billing and collections pertaining to the energy retailer's own practices in section 4.4 or as part of the additional terms and conditions contemplated at the end of this document, as applicable.]

4 Contract Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity and natural gas used at the Business, other than any electricity that is supplied by a generator that is on or directly connected to the Business.

Your agreement to buy from us lasts until the end of the Contract Length. The [Contract Length](#) is shown in section 1.

4.2 Contract Price: What you pay for electricity and natural gas under this Contract

You agree that you will pay the Contract Price for the electricity and the natural gas that you buy from us.

The [Contract Price](#) is shown in section 1. It includes:

For electricity:	For natural gas:
The price for the electricity used in the Business. Electricity use is measured in kilowatt hours or “kWh”.	The price for the natural gas used in the Business. Natural gas use is measured in cubic meters or “m ³ ”.
Any other charge listed in section 1 as part of the Contract Price .	Any other charge listed in section 1 as part of the Contract Price . This can include: <ul style="list-style-type: none">- The price for getting natural gas to your Gas Utility (this is called “transportation”)- The price for holding on to the natural gas until you need it (this is called “storage”)

4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

For electricity:	For natural gas:
What you have to pay your Electricity Utility to bring electricity to the Business.	What you have to pay your Gas Utility to bring natural gas to the Business, except for transportation and/or storage if section 1 shows that these are included in the Contract Price .
Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board’s website at www.ontarioenergyboard.ca/OEB/Consumers . The Ontario Energy Board is the independent	Taxes

government agency that regulates the electricity and natural gas sectors in Ontario.

The Debt Retirement Charge

Taxes

4.4 How you pay, deposits, late payments etc.

[Energy retailer to insert details as required by the Energy Consumer Protection Act]

5 Ending the Contract

5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If your Business moves to a different location.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:

- a. If we said something that is not true or that can mislead you
 - b. If you are not the Account Holder or the Account Holder's agent
 - c. If we did not follow the Ontario Energy Board's consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
 5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
 6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
 7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

[Energy retailer to insert the text below if applicable]

We will also let you end the Contract for these other reasons: *[Energy retailer to insert details as required by the Energy Consumer Protection Act]*

5.3 Cancellation Fees

[Energy retailer to insert the text below if applicable. If the energy retailer is not charging a Cancellation Fee or is charging an amount less than the Cancellation Fee provided for in the Energy Consumer Protection Act, the energy retailer may replace the text below with the appropriate details as required by the Energy Consumer Protection Act.]

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we can charge you a Cancellation Fee. The maximum Cancellation Fee depends on how much electricity and natural gas the Business used in the 12 months before you end this Contract.

The highest Cancellation Fee for electricity is:

$\$0.015 \times [\text{amount of electricity used in the Business in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

The highest Cancellation Fee for gas is:

$\$0.05 \times [\text{amount of gas used in the Business in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

5.4 We can end this Contract if...

We can end this Contract for different reasons: *[Energy retailer to insert details as required by the Energy Consumer Protection Act]*

[Energy retailer to insert the following if applicable:]

5.5 Early Exit Fees

[Energy retailer to insert details]

6 Transferring the Contract

[Energy retailer to insert details as required by the Energy Consumer Protection Act]

7 How to Contact Us...

[Energy retailer to insert details for 7.1 to 7.3 as required by the Energy Consumer Protection Act]

7.1 If you have a complaint or question

7.2 To renew or extend this Contract

7.3 To change your mind or end this Contract

[Energy retailer to insert section 8 if applicable]

8 Making changes to this Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

[Energy retailer may insert any other contract terms and conditions below, as long as they are in plain language and are not inconsistent with the standard contract terms and conditions.]