

**STANDARD CONTRACT TERMS AND CONDITIONS
IN A RENEWED OR EXTENDED CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A BUSINESS**

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

Section 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. 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 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>[Where the renewal / extension form provided to the customer includes only one price option in relation to price for a commodity, the energy retailer shall check the applicable box and insert details.]</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>[If the renewal / extension form provided to the customer required the customer to select from among various renewal / extension price options for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Price is the price that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for details.]</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 must still pay to others | <p>The Contract Price is only for part of your total electricity and natural gas bill. You still have to pay other charges to have electricity and natural gas delivered to the Business. For electricity, you also still have to pay your share of the Global Adjustment. For the month of <i>[insert month/year]</i>, the Global Adjustment was \$XX.00/kWh. The amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges.</p> |
| Contract Length | <p><i>[Where the renewal/extension form provided to the customer only includes only one option in relation to term for a commodity, the energy retailer shall include the following:</i></p> <p>You will buy 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 the renewal/extension form provided to the customer required the customer to select from among various terms for a commodity, the energy retailer shall, for that commodity, include the following sentences: The Contract Length is the period of time that you choose from the different options on the [renewal or extension] form that we sent you with this Contract. Please refer to the [renewal or extension] form for</i></p> |

| | |
|----------------------------------|---|
| | details.] |
| Contract Start Date | This Contract will start on <i>[insert effective renewal/extension date]</i> . |
| Your right to change your mind | You told us that you wanted this Contract by telephone or by returning to us a signed copy of the <i>[renewal or extension]</i> form that we sent to you with this Contract. You have 14 days from that telephone call or from when you returned the signed form to us 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 14 days, this Contract will end. You will not have to pay a Cancellation Fee. Section 5.1 tells you about your right to change your mind. |
| Your rights to end this Contract | You can end this Contract for different reasons. If you end this Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee. Section 5.2 tells you about your rights to end this Contract. Section 5.3 tells you about Cancellation Fees. |
| Our rights to end this Contract | 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> 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> |

2 What words mean in this Contract

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

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

“Account Holder” is the Business 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 Your authority to agree to this Contract; Billing under this Contract

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 accept this Contract to supply electricity and natural gas to the Business.

3.2 Billing

Your Gas Utility and your Electricity Utility will 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.

We reserve the right to bill you directly.

4 Contract Price and Other Energy Costs You Must 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 (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 must still pay to others

There are other charges that you still have 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. The Global Adjustment is explained in the 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 government agency that regulates the electricity and natural gas sectors in Ontario. | Taxes |
| 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 can change your mind about this Contract. You can do that within 14 days from the day you told us that you wanted this Contract by telephone or by returning to us a signed copy of the *[renewal or extension]* form that we sent to you with this Contract. If you tell us that you have changed your mind in those 14 days, this Contract will end. You will not have to pay any Cancellation Fees.

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 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 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.
5. 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.
6. If this Contract is the result of our having automatically renewed or extended a contract that you had with us before.

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 8.0 if applicable]

8 Making Changes to this Contract

We can't 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 don't 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.]