



Direct Energy Business

**Terms and Conditions of
Default Retailer Service and Default Supplier Service**

**Pursuant to the Provisions of the
, SA. 2003, c E-51
and the**

AR 169/2003, as amended, and the

AR 82/2000, as amended

Effective April 1, 2023



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"Adjusted Pool Price" means "pool price" as defined in the EUA, and includes additional costs passed through by the Independent System Operator including, without limitation, trading costs, curtailment payments, input costs, the cost of losses and unaccounted for electric energy, as allocated by the Independent System Operator;

"ATCO Electric" means ATCO Electric Ltd

"ATCO Electric Distribution System" means the distribution system operated by ATCO Electric Ltd



**"Default Supplier Service" means the service that is required by the
, AR 169/2003, as amended, to be provided by a default supplier;**

"DEB" means Direct Energy Business, a Direct Energy Partnership business managed by Direct Energy Marketing Limited

"Distribution Access Service" has the meaning ascribed to that term in the EUA and provided to Customers by means of the ATCO Electric Distribution System

"Distribution System" has the meaning ascribed to that term in the EUA.

"Distribution Tariff" means ATCO Electric's tariff for the provision of Distribution Access Service approved by the Commission and as amended from time to time

"Effective Date" means the date in which these Terms & Conditions take effect, which is April 1, 2023

"Electricity" has the meaning ascribed to that term in the EUA, expressed in kilowatt hours

"Electricity Services" has the meaning ascribed to that term in the EUA.

**"EUA" means the
, S.A. 2003, c. E-51, including the regulations enacted thereunder; as amended**

"Facilities" means physical plant including, without limitation, transmission and distribution lines, transformers, poles, equipment and machinery;

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

"Force Majeure" means circumstances not reasonably within the control of DEB, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars,

blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, interruption of supply, goods or services including Electricity or Distribution Access Service, the intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise

"Independent System Operator" means the meaning ascribed to that term in the EUA.

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

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

"Interconnected Electric System" has the meaning ascribed to that term in the EUA.

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

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

"REA" means incorporated rural electrification association

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

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

"Service Connection" means the Facilities of the ATCO Electric Distribution System that deliver Electricity to a Site



"Settlement System Code" means the rules governing the roles, standard practices and process of the various organizations involved in load settlement in Alberta, made by the Independent System Operator pursuant to section 20(1)(h) of the EUA.

"Site"



**ARTICLE 3
GENERAL PROVISIONS**

31 Effective Date

These Terms and Conditions are effective on the Effective Date, defined herein

32



or the Price Schedule on the Direct Energy Regulated Services website, unless otherwise indicated in the amended document(s).

36 Customer Authorization

Becoming a Customer shall constitute consent and authorization from the Customer for DEB to enroll the Customer for receipt of Distribution Access Service

37 Applicable Taxes

The Customer shall pay all taxes, fees or assessments that DEB is required to collect from time to time as required pursuant to any statute, regulation, or other governmental directive or order or decision of the Commission that relates to Default Retailer Service or Default Supplier Service

38 Use of Default Retailer Service or Default Supplier Service

Service is provided for the Customer's use only, and the Customer shall not sell or otherwise permit another person to acquire such service

ARTICLE 4

PROVISION OF SERVICE

41 Provision of Default Retailer Service or Default Supplier Service

- (a) Default Retailer Service is available to Default Retailer Customers strictly in accordance with these Terms and Conditions**
- (b) Default Supplier Service is available to Default Supplier Customers strictly in accordance with these Terms and Conditions**

57 Interest Payable on Cash Deposits

Interest will be paid on each Customer's cash deposit at the end of each calendar year or when the deposit is refunded. Interest will be calculated using simple interest on the daily balance of any cash deposit held by DEB in respect of the Customer. The interest rate applicable for each year is the greater of 2.5 percent per annum or the interest rate specified from time to time under the , RSA 200 c R 17. Interest payable under this section may be applied against any amounts owing for unpaid bills.

**ARTICLE 6
RENDERING AND PAYMENT OF BILLS**

61 Customer Billing

DEB will bill the Customer for Service provided to the Customer in accordance with the billing procedures set out as follows:

- (a) DEB will invoice the Customer each billing cycle for Service provided by DEB for the period prior to the billing cycle.**
- (b) Bills to Customers will reflect all applicable charges and fees, including without limitation, charges for Electricity consumption, Distribution Tariff charges, and administrative fees charged to the Customer's account in accordance with the Price Schedule.**

62 Measurement of Electricity Consumption

ATCO Electric provides to DEB under the ATCO Electric Distribution Tariff meter readings and estimates of Electricity consumption. Billings to Customers under these Terms and Conditions





66 Summary and Consolidation Billing

DEB will issue separate bill for each Site. However, the Customer and DEB may agree that DEB



outstanding charges may be transferred to any other Default Retailer Service or Default Supplier



cooperate with ATCO Electric regarding operating instructions, policies and procedures of the Independent System Operator and transmission facility owners, which may include such things as reducing supply voltage to Customers and full interruption of Customers' Loads. Further, from time to time, Distribution Access Service and Default Retailer Service or Default Supplier Service may be interrupted, defective, irregular or fail by reason of actions by ATCO Electric, transmission system owners, the Independent System Operator or conditions on the ATCO Electric Distribution System or otherwise.



administrative fee will be based on the Customer's average daily consumption in the prior month.