



**Direct Energy Regulated Services
Electricity Regulated Rate Tariff**

Terms and Conditions of Regulated Rate Service

**Pursuant to the Provisions of the
Electric Utilities Act and the
*Regulated Rate Option Regulation***

July 1, 2023

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9.3 Force Majeure



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data and records, length of service, Customer interactions and financial transactions. An Account can have more than one Site associated with it. A Customer of Record can have more than one Account.

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Service Connection means the Facilities of the Distribution System that deliver Electricity to a Site.

Site means the point where a Customer receives Electricity by means of a Service Connection.

means any Person who has the use of or occupies a premise or property owned by another Person.

Terms and Conditions means these Terms and Conditions of Regulated Rate Service.

UCA means the Office of the Utilities Consumer Advocate.

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2.4 Extended Meanings

In these Terms and Conditions, words importing the singular number shall 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.

2.5 Charges and Fees

All rates, charges and fees referred to in these Terms and Conditions are as set out in the Rate Schedules.

2.6 Regulated Rate Tariff is an Enactment

The Regulated Rate Tariff is an “enactment” within the meaning of the word in the *Interpretation Act*, R.S.A. 2000 c. I-8.

ARTICLE 3 GENERAL PROVISIONS

3.1 Effective Date

These Terms and Conditions have been approved by the Commission in Decision TBD and are effective as of TBD.

3.2 Customers Bound by Terms and Conditions

The Regulated Rate Tariff applies to each Customer. As a condition of receiving Regulated Rate Service, the Customer agrees to be bound by the Regulated Rate Tariff and, for greater certainty, agrees to pay the rates and fees as prescribed in the Rate



Schedules whether or not the Customer signs a service agreement or is a Customer of Record.

3.3 Modification of Regulated Rate Tariff

No agent, employee or other representative of DERS is authorized to modify any provision or rate contained in the Regulated Rate Tariff or to bind DERS to perform in any manner inconsistent with the Regulated Rate Tariff. Any request for the waiver or alteration of any part of the Regulated Rate Tariff must be filed with and approved by the Commission. DERS may make Minor Routine Changes by filing updated Terms and Conditions with the Commission.

3.4 Regulatory Approval and Amendment

Other than Minor Routine Changes as per section 3.3, DERS may only amend these Terms and Conditions with approval of the Commission. Whenever the Commission approves an amendment to these Terms and Conditions or an amendment otherwise takes effect, these Terms and Conditions will be revised to incorporate such amendments. The Commission will acknowledge the notice of the amendment to the Terms and Conditions within 60 days after such notice is filed or the Commission will direct a further process to deal with the requested changes as the Commission deems to be appropriate.

3.5 Applicable Taxes

The Customer shall pay all taxes, fees or assessments that DERS 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 applies to Regulated Rate Service.



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ARTICLE 4

REGULATED RATE SERVICE

4.1 Availability

Regulated Rate Service is available to Eligible Customers strictly in accordance with the Regulated Rate Tariff.

4.2 Requirements for Obtaining Regulated Rate Service

Eligibility for a Person to obtain Regulated Rate Service shall be determined in accordance with the EUA.

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4.4 Credit Information

As a condition of providing Regulated Rate Service to a Person, DERS may, at any time, request from the Person such information as DERS considers reasonably necessary to determine the Person's credit history and credit risk. Such information may include:

- (a) the Person's full name, address, telephone numbers (home, work, and cellular), and birthdate to allow DERS to determine a Person's credit rating, and/or
- (b) a demonstration of the Person's credit history with another regulated utility, and/or
- (c) other personal information sufficient to identify the Person and determine the Person's credit history and credit risk.

DERS may at any time exchange the information provided by a Person with one or more Canadian credit bureaus with respect to payments and/or non-payments for Electricity Services by the Person.

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6.2 Notice to Transfer to a Retailer

In the case of a Customer of Record transferring to a Retailer, DERS may wait to terminate Regulated Rate Service and close the Account until the notification of the transfer is received from ATCO Electric.

6.3 Relocation of Customer

If the Customer of Record wishes to continue to receive Regulated Rate Service but to relocate from the current Site to a new Site, as in the case of a move of residence, the Customer of Record must notify DERS at least three full Business Days prior to the Customer of Record's desired relocation date.



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7.2 Meter Testing

If a Customer believes the meter to be in error, the Customer will arrange to have the meter tested by ATCO Electric. The Customer will pay DERS all charges for meter testing incurred by DERS in accordance with the Distribution Tariff.

ARTICLE 8 BILLINGS AND PAYMENT

8.1 Billing Practices

DERS issues bills to Customers in accordance with the Regulated Rate Tariff, applicable Commission orders and applicable enactments. Subject to the foregoing, it does not issue bills to Customers in advance of providing Regulated Rate Service. DERS may require a security deposit in accordance with Article 5 of these Terms and Conditions.

Once per month, or within a period reasonably close to a month, DERS will issue a Customer of Record a bill for Regulated Rate Service provided to the Customer of Record during the previous month, or an amount of time reasonably close to a month, calculated in accordance with the Rate Schedules. The Customer of Record's bill will be issued electronically and can be viewed on the date of issue via DERS' online Customer portal. Upon request by the Customer of Record, the bill may also be issued by mail or via email.

In the event that a Customer does not provide DERS with notice in accordance with section 4.2, the issuance of the bill may be delayed.

The Customer of Record's obligation to pay the amount set out in the bill shall continue regardless of when it is issued by DERS or when it is received or viewed by the Customer of Record.



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8.2 Responsibility for Payment after Account Closure

The Customer is responsible for payment for all Regulated Rate Service provided to the Customer up to the time the Customer's Regulated Rate Service is discontinued by DERS

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ARTICLE 9 RESPONSIBILITY AND LIABILITY

9.1 Requirements in the Electric Utilities Act and Regulations

In addition to any rights and obligations contained in these Terms and Conditions, DERS is governed and bound by the EUA.

DERS shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

9.2 Interruption of Regulated Rate Service

DERS does not own or operate the Distribution System or any other part of the Interconnected Electric System and does not guarantee continuous Regulated Rate Service.

9.3 Force Majeure

DERS is relieved of its obligations under the Regulated Rate Tariff including these Terms and Conditions, and shall not be liable for any failure to perform any service under the Regulated Rate Tariff or any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, any event of Force Majeure.

Should a residence or business being served be suspended or discontinued due to fire or any other causes beyond the control of the Customer, any services and related fees and charges shall upon request by the Customer become inoperative until business is resumed (except for pass-through charges from ATCO Electric and unbilled amounts due to DERS for service theretofore rendered by it) at which time any service and related fees shall again become operative. Upon resumption of service, the Customer's credit standing with DERS will be no worse than it was prior to the suspension of service.



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9.4 Limitation of DERS' Liability to Customer

Except for direct physical damage, loss or injury to a Customer or a Customer's property resulting from the negligence, willful misconduct of, or breach of these Terms and Conditions by DERS or its employees, agents or contractors acting within the scope of their employment, DERS shall not be liable to a Customer, whether in tort, contract, strict liability or otherwise, for any loss, damage, expense, charge, cost or other liability of any kind suffered or incurred by the Customer arising out of or in any way connected with any interruption, defect, irregularity, failure, curtailment or reduction in Regulated Rate Service. Under no circumstances or for any reason shall DERS be liable to a Customer for any loss, injury or damage of an indirect, special, exemplary, punitive or consequential nature including,



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9.6 Indemnification by Customer

Each Customer shall indemnify and hold DERS and its employees and-6()TJETQq0.00000



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failing which DERS shall have no obligation to indemnify the Customer for any such loss, injury or damage.

ARTICLE 10 DISPUTE RESOLUTION

Without limiting any party's right under the EUA or Regulations to make complaints to the Commission, both parties, acting in good faith shall endeavor to resolve differences prior to taking any action to the Commission. Customers are encouraged to contact DERS first with any issues prior to escalating the issue to the UCA or the AUC3(a)-3(ve)-3()18(n)6(o)-3()18(o)-3



During the course of a dispute that has been escalated to the AUC in accordance with section 10.1 of these Terms and Conditions, DERS shall not terminate or suspend service for reasons of the escalated dispute, but may terminate or suspend service if a Customer is in contravention of other aspects of these Terms and Conditions or in violation of the Distribution Tariff.

10.3 Resolution by a Third Party

If any dispute has not been resolved pursuant to section 10.2 within a reasonable time, DERS and the Customer may pursue the matter with the AUC if the matter is within the AUC's jurisdiction, or pursue in Alberta any remedies available to them under applicable laws, including arbitration pursuant to the *Arbitration Act (Alberta)*.

ARTICLE 11 MISCELLANEOUS

11.1 Compliance with Applicable Legal Authorities

DERS and the Customer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the AUC, Independent System Operator or governmental authorities having applicable jurisdiction. DERS or the Customer will not be required to violate, directly or indirectly, or become a party to a violation of any requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide or receive Regulated Rate Service. DERS' obligation to provide any Regulated Rate Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of the Regulated Rate Service will have been obtained and will be in force during the period of Regulated Rate Service.



11.2 Service Guarantee Credit

(1) In accordance with AUC Rule 003, DERS must provide a service guarantee credit of \$150 to any Customer of Record who is subject to one of the following errors made by DERS:

- a) Customer of Record was provided written notice of pending disconnection of service in error;
- b) Customer of Record was provided written notice of pending referral to a credit agency in error;
- c) Customer of Record was referred to a credit agency in error; or
- d) Customer of Record experienced disconnection of service in error.

In the case of a discrepancy between these Terms and Conditions and AUC Rule 003 in regard to the service guarantee credit amount, or of the applicable errors in which a Customer may be provided a service guarantee credit, AUC Rule 003 shall prevail.

(2) Payment of the service guarantee credit is not required where no error has been made by DERS, and in particular is not required in the following circumstances:

- a) The Customer requests the disconnection;
- b) The Customer's Account is in arrears and the disconnection will occur within the Permissible Disconnection Period;
- c) The Customer is receiving Regulated Rate Service but fails to provide information or provides incorrect information for billing purposes and the disconnection will occur within the Permissible Disconnection Period; or
- d) The premise or property served by a Site reasonably appears to be vacant or unoccupied.

11.3 No Assignment

Service under the Regulated Rate Tariff is not assignable.



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The benefits and obligations of any service contract shall begin when DERS commences to supply Regulated Rate Service, and shall inure to the benefit of and be binding upon the respective heirs, personal representatives and successors.

This limit on assignment is not intended to infringe on or limit the right of Customer to sell, remove or otherwise lawfully dispose of Customer's property, subject to the termination clauses of these Terms and Conditions. Upon termination, any outstanding balances will remain the obligation of the Customer.

11.4 No Waiver

The failure of either party to insist in any one or more instances upon strict performance of any provisions of these Terms and Conditions or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No provision of these Terms and Conditions shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.