

**Third Party Gas Supply – Gas Retailers**

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## Introduction

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In Saskatchewan, customers consuming less than 660,000 m<sup>3</sup> of gas per year are provided with the freedom to purchase their natural gas from an independent Gas Retailer as opposed to SaskEnergy. Gas Retailers are not affiliated with or endorsed by SaskEnergy. Gas Retailers are independent companies that allow you to shop for, and purchase, your Gas from someone other than SaskEnergy. If you choose to become a Gas Retailer customer, you will purchase the natural gas you consume directly from the Gas Retailer and SaskEnergy will continue to be responsible for the delivery of the gas to your meter through its distribution system pipeline. The Gas Retailer is responsible for providing the gas for its customers to SaskEnergy, and SaskEnergy is responsible for delivering the gas to the customers' meters.

If you choose to enter into an arrangement to purchase your natural gas directly from a Gas Retailer, (a 'Commodity Sale Arrangement') you will be required to read and sign a Disclosure Statement and Appointment of Agent (Appendix A), authorizing the Gas Retailer to act as your agent and permitting the exchange of your customer account information between SaskEnergy and the Gas Retailer.

If you choose to become a Gas Retailer's customer, you will continue to be billed by SaskEnergy. Your Gas Retailer will provide SaskEnergy with the rate agreed upon in your contract with your Gas Retailer. SaskEnergy is not a party to, nor does it receive, a copy of your contract with the Gas Retailer. It is your responsibility to ensure that your Gas Retailer is charging you the rate agreed to in your contract.

For customers who remain on SaskEnergy's gas supply service, SaskEnergy purchases natural gas on the open market and passes these costs through to the customer without any mark up. The cost of the Gas supplied is displayed on your bill as the "Gas Consumption Charge". Your Gas Retailer may or may not be able to supply Gas at a lower rate than SaskEnergy. However, they may be able to offer fixed-pricing over long periods, or other benefits. Unlike SaskEnergy rates, Gas Retailer prices are not subject to scrutiny by Saskatchewan's Rate Review Panel. Gas Delivery charges remain the same whether you receive gas from SaskEnergy or a third party.

SaskEnergy is not a guarantor of the credit worthiness of any Gas Retailer, nor does SaskEnergy guarantee Gas Retailer contracts. If you choose to return to SaskEnergy supply for any reason prior to the end of your contract, or without sufficient notice, you may incur a Short Notice Return Charge from SaskEnergy in addition to potential charges from our Gas Retailer for early termination of your contract. SaskEnergy's 'Short Notice Return Charge' is defined in Appendix E of SaskEnergy's Terms and Conditions of Service Schedule attached below.

It is your responsibility to ensure that you understand your contract and are dealing with a knowledgeable and reputable firm.

The following companies are authorized Gas Retailers in Saskatchewan:

**Connect Energy Partnership**

Suite 201, 203 Stonebridge Boulevard  
Saskatoon, SK S7T 0G3  
Phone: 1-866-934-6918  
Fax: (306) 979-0496  
Email: info@connectenergy.ca

**Direct Energy Marketing Limited  
o/a Direct Energy Business**

501 – 525 8<sup>th</sup> Avenue SW  
Calgary AB T3A 4V1  
Phone: (403) 266-6393  
Email: Business@directenergy.com

**Future Now Energy**

3443 McClocklin Road  
Saskatoon, SK S7R 0C2  
Phone: 1-866-363-6427  
Fax: 1-888-491-9599

**Hudson Energy Canada Corp.**

Commercial Client Services  
Suite 200, 6345 Dixie Road  
Mississauga, ON L5T 2E6  
Phone: 1-855-552-5551  
Fax: 1-866-211-0505  
Email: sask@hudsonenergy.net  
Website: www.hudsonenergy.net

**Just Energy**

Suite 200, 6345 Dixie Road  
Mississauga, ON L5T 2E6  
Phone: 1-866-587-8674  
Email: [cs@justenergy.com](mailto:cs@justenergy.com)

**Peak Energy**

101 Main Street Box 398  
Balcarres, SK S0G 0C0  
Phone: (306) 334-4400  
Email: info@peakgas.ca  
Website: www.peakgas.ca

**Twin Eagle Resource Management Canada, LLC**

Suite 300, 250 – 6<sup>th</sup> Ave. S.W.  
Calgary, AB T2P 3H7  
Phone: (403) 984-5352  
Fax: (403) 984-5351  
Email: [Claire.Knechtel@twineagle.com](mailto:Claire.Knechtel@twineagle.com)

## Frequently Asked Questions

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*These questions and answers are for general information only. They provide common answers, to the most common questions, in most circumstances. SaskEnergy is not providing legal advice, and this information should not be used in the interpretation of your contracts. In the event of a conflict, SaskEnergy's Terms and Conditions of Service Schedule, Code of Conduct, and your agreement(s) with your Gas Retailer shall govern. For definitive answers customers should consult independent legal counsel. SaskEnergy can accept no responsibility for errors or omissions, and expressly disclaims any such responsibility.*

### **Q1: What is a Gas Retailer?**

A Gas Retailer is a company that sells natural gas to customers, typically under multi-year contracts, as an alternative to purchasing your gas from SaskEnergy. The Gas Retailer arranges for SaskEnergy to deliver the Gas Retailer's gas to the customer. **This Gas Retailer supply option is only available for customers consuming less than 660,000 m<sup>3</sup> of gas per year**, as larger customers have other options for their supply of natural gas.

### **Q2: How do I know if the Gas Retailer is reputable?**

Gas Retailers are not affiliated with or endorsed by SaskEnergy. They are independent companies and their prices are not scrutinized by the Saskatchewan Rate Review panel. Special rebates or incentives promised by the Gas Retailer to encourage you to sign a contract are not part of any government program. It is the customer's responsibility to read the details of the contract with the Gas Retailer and to ascertain the Gas Retailer's reputation.

### **Q3: How do I sign up with a Gas Retailer?**

There are currently six Gas Retailers actively seeking customers in Saskatchewan. Their contact information is available above. Customers must sign a legally binding contract with the Gas Retailer. Customers must sign-up by September 15<sup>th</sup> for gas deliveries beginning the following November 1, and must purchase gas from the Gas Retailer for a minimum term of one year. If you switch to, or from, a Gas Retailer for the purchase of your gas outside of the timeline defined above, you may be assessed a short notice charge by SaskEnergy. For more information please refer to Appendix E of SaskEnergy's Terms and Conditions of Service Schedule.

**Q4: A Gas Retailer provided me with a fixed price on my natural gas supply and guarantees the price will stay the same for the next 5 years. What will be the SaskEnergy rates for natural gas for the next 5 years?**

SaskEnergy's rates are adjusted periodically, usually annually and occasionally twice per year. SaskEnergy's rates for natural gas are based on the market price paid by SaskEnergy to purchase gas for our customers. SaskEnergy uses a number of mechanisms, including the purchase of gas during summer months and injection into storage, forward contracts and financial instruments, to address price volatility. Since SaskEnergy's rates typically change annually, customers should be wary of gas retailers who guarantee savings beyond the first year, as gas retailers have no knowledge regarding SaskEnergy's future rates. SaskEnergy's current and historical rates can be found on SaskEnergy's website at [http://www.saskenergy.com/business/comrates\\_curr.asp](http://www.saskenergy.com/business/comrates_curr.asp).

In setting the commodity rate, SaskEnergy follows the standard natural gas utility practice in Canada of passing through the cost of gas sold to customers *without* mark-up. No profit or loss should be incurred by the utility on the sale of natural gas. SaskEnergy's earnings are generated on the distribution of natural gas throughout the province. For more information, please refer to:

<http://www.saskenergy.com/business/SaskEnergy%20Commodity%20Rate%20Overview.pdf>.

**Q5: I've just signed an agreement with a Gas Retailer and I've since changed my mind. What should I do?**

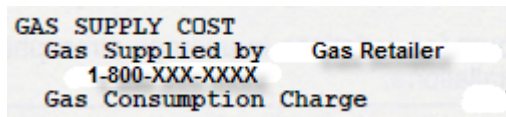
Contact your Gas Retailer. Residential customers have the right to cancel their contract without reason if they notify their Gas Retailer within 10 business days of the date on the notice sent by SaskEnergy. SaskEnergy sends a notice by mail to each customer for which SaskEnergy has been advised that the customer has agreed to purchase their gas from a Gas Retailer. If you have changed your mind and want to cancel your contract within the 10 business day period, contact your Gas Retailer in writing requesting to cancel your contract. You should retain a copy of the cancellation request for proof of cancellation. This 10 day cancellation provision is only available for residential customers.

**Q6: How will switching my gas supply change my services currently provided by SaskEnergy?**

In most circumstances, your services will not be affected. Although you will no longer be purchasing your gas from SaskEnergy, SaskEnergy will deliver the natural gas that you are now purchasing from a Gas Retailer to your meter. SaskEnergy will continue to provide you with the same customer service (meter reading, billing, collections, safety calls, etc.) regardless of your gas supplier. SaskEnergy will ensure that any Pre-authorized or Equalized Payment Plans are maintained.

**Q7: Will I get separate bills from SaskEnergy and the Gas Retailer?**

No, you will continue to receive a SaskEnergy bill which includes charges for SaskEnergy to deliver your natural gas and provide service. These bills will indicate the name of your Gas Retailer and their contact information under “Gas Supply Cost”.



**Q8: I signed a fixed price contract for my natural gas supply with a Gas Retailer. How will I know that my gas supply is no longer provided by SaskEnergy?**

The gas contracts are from November 1<sup>st</sup> to October 31<sup>st</sup> of the following year and must be for a minimum term of one year and a maximum term of five years. When SaskEnergy receives notification from a Gas Retailer that they have contracted to supply gas to a customer, SaskEnergy will send a confirmation letter (notice) to the customer advising that SaskEnergy has received notice from a gas retailer that the customer has signed an agreement to purchase gas from the gas retailer.

**Q9: If I have a question about my bill, who should I call?**

If you have a question about your gas consumption charge or gas contract, you should call your Gas Retailer at the number displayed on your bill under Gas Supply Cost, or the phone number on your copy of the gas contract that your Gas Retailer should have left with you. If you have any questions regarding any other component of your bill, or general questions about billing, payments, or SaskEnergy services, call SaskEnergy at 1-800-567-8899 and a SaskEnergy Customer Service Representative will be pleased to help you.

**Q10: What happens if I move?**

Your contract is specific to the gas supplied to you at the service address on your contract. SaskEnergy notifies the Gas Retailer that you are no longer on their gas supply at this address. If you move, you may or may not be able to transfer your Gas Retail supply contract to your new service address. It is important that you read the terms and conditions of your agreement with your Gas Retailer and understand the options and associated fees if you discontinue your gas supply before the end of your contract term.

**Q11: What happens if the Gas Retailer can no longer provide my natural gas?**

SaskEnergy will continue to provide natural gas delivery and supply you with gas if your Gas Retailer fails to supply gas for you. However, there may be a Short Notice Return Charge if the market price of natural gas is higher than SaskEnergy's rate when you switch back to SaskEnergy, as SaskEnergy would have to purchase additional natural gas at the higher market prices to meet your supply needs. The difference in gas prices would be charged back to you on your estimated gas consumption from the time you switch back to SaskEnergy to the following October 31<sup>st</sup>.

**Q12: I no longer wish to be in a fixed contract with a Gas Retailer. How do I get out of it?**

A contract is a legal agreement. It is important that you read your contract terms and conditions and be aware of contract termination fees. If you choose, or are required for any reason, to return to SaskEnergy supply before the end of your contract, you could be assessed two fees – a Short Notice Return Charge by SaskEnergy and additional fees by your Gas Retailer. For example, some Gas Retailers provide Early Exit Fees if you terminate your contract. If you have any issues related to the conduct of your Gas Retailer or feel you have been treated unfairly, refer to the Code of Conduct and Dispute Resolution Process.

**Q13: What happens when my contract with the Gas Retailer expires on October 31<sup>st</sup>?**

Unless SaskEnergy is advised by the Gas Retailer that your gas supply contract has been renewed, or is advised that you have been enrolled by another Gas Retailer, your gas supply will revert back to SaskEnergy.

**Q14: If I have a Code of Conduct complaint against a Gas Retailer what can I do?**

Please see the Code of Conduct and Dispute Resolution Process attached below. The Code of Conduct requires, amongst other things, minimum contractual terms, and that the terms of any offer are communicated to the customer in writing in a clear, complete, accurate and understandable manner. Dispute Resolution Coordinators are currently provided by the Dispute Resolution Office, an agency of Saskatchewan Ministry of Justice and Attorney General; see:

<http://www.justice.gov.sk.ca/disputeresolutionoffice>

## Code of Conduct

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### Definitions

For the purpose of this Code:

- (a) The term “**Commodity Sale**” refers to a sale of natural gas and/or related services to Customers in which the Gas Retailer or the Salesperson solicits a sale, with or without an invitation by the buyer, in which the Offer to purchase, the agreement to purchase, or the sale are made at either the Gas Retailer’s place of business or at a place other than the place of business of the Gas Retailer, and including telephone solicitation;
- (b) The term “**Customer**” refers to any firm, company, family or individual to whom Commodity Sale activities are directed;
- (c) The term “**Disclosure Statement**” means the “Commodity Sale of Natural Gas/Disclosure Statement and Appointment of Agent” form attached as Appendix A hereto.
- (d) The term “**Local Distribution Company**” or “**LDC**” refers to a person that is enfranchised to distribute gas within a defined territory, in Saskatchewan being SaskEnergy;
- (e) The term “**Offer**” refers to any solicitation or representation relating to Commodity Sale by a Gas Retailer or a Salesperson either in writing or verbally, and any agreement of purchase and sale arising from such a solicitation;
- (f) The term “**Salesperson**” refers to any person conducting selling activities on his own behalf or on behalf of a Gas Retailer;
- (g) The term “**Gas Retailer**” refers to any firm, company or individual offering natural gas and/or related services for sale by means of Commodity Sale, either directly or through an intermediary and may include marketers, brokers, agents, producers, consultants and lawyers.

### Introduction

Direct purchase of natural gas through Commodity Sale and related services takes place usually, though not exclusively, in a Customer’s place of business or home through personal contact. Commodity Sale may involve several parties, including marketers, producers, lawyers, consultants, brokers, agents, utilities and the Consumer of the natural gas and/or related services offered. The relationship between the various parties must be based on fair and ethical principles.



## **Scope**

The purpose of this Code is to foster and uphold a sense of responsibility towards the Customer and towards the general public by all those engaged in Commodity Sale of natural gas and related services in the province of Saskatchewan.

The Code applies to sales practices used in the marketing of Commodity Sale of gas.

The Code is to be applied in spirit as well as to the letter, bearing in mind the varying degrees of knowledge, experience and discriminatory ability of those to whom Commodity Sale is directed.

## **Basic Principles**

All Commodity Sale arrangements shall conform to the principles of fair competition as generally accepted in business, with particular regard to:

- ✓ the terms of the Offer and the methods and form of contact with the Customer;
- ✓ the methods of presentation of information on the supply and services relating to natural gas;
- ✓ the fulfillment of any obligation arising from the Offer of Commodity Sale of natural gas or any operation connected with it.

Commodity Sale activities shall be carried out in conformity with the laws of Canada and its provinces, where applicable.

Gas Retailers shall voluntarily assume responsibility towards the Customer with respect to fair sales methods and product value, and shall make every reasonable effort to ensure Customer satisfaction.

Gas Retailers shall ensure that their sales persons are fully informed as to the characteristics of the gas supplies and/or services offered to enable them to give the Customer all necessary information to make informed decisions.

## ***The Terms of the Offer***

### **Accuracy**

**Article 1** The terms of any Offer shall be clear so that the Customer may know the nature of what is being offered and the commitment and risks involved in agreement to contract for natural gas and/or any related services. In particular, but without limiting the generality of the foregoing, any Offer shall be accurate and truthful as to any representation made as to price, delivery arrangements, payment terms and conditions, quality and value of services, source(s) of supply and quantity and performance and warranty conditions.

### **Price and Other Terms**

**Article 2** The following shall apply concerning price and other terms:

- ✓ Whether an Offer is on a cash or any other basis, the Offer shall clearly state the price and terms of payment and interest provisions, including any deposit requirement, allocation of cost savings and/or services, and the nature and amount of any additional charges.
- ✓ If credit terms are offered to a Customer, the Offer shall contain those terms and shall otherwise comply with The Cost of Credit Disclosure Act, 2002 (Saskatchewan).
- ✓ All Offers shall contain clear statements as to the natural gas supplies, quantities of natural gas to be purchased, intended start-up and delivery dates, and the term of the agreement.
- ✓ If the price or any other term or condition is subject to redetermination, indexation or arbitration, the Offer shall so state.
- ✓ No Offer to a residential or farm Customer shall require that a sign-up fee be taken in order to initiate a Commodity Sale contract.
- ✓ All Offers shall contain the minimum contract terms specified in Schedule 5 of the Gas Retailer Master Services Agreement.

### **Obligations and Liabilities**

**Article 3** The Offer shall state the respective obligations, liabilities and risks of the Gas Retailer and Customer in clear and understandable terms to allow the Customer to be sufficiently informed to understand them prior to entering into the agreement.

**Article 4** The Gas Retailer shall obtain a signed Disclosure Statement from every Customer to whom an Offer for Commodity Sale is extended. Such Disclosure Statement shall be signed by the Customer prior to execution of any Commodity Sale Agreement for natural gas. The form of the Disclosure Statement and Agency Agreement to be utilized is attached as Appendix A to this Code of Conduct.

### **Protection**

**Article 5** All Offers, sales practices and related agreements shall be governed by this Code and shall be interpreted in accordance with all applicable federal and provincial consumer protection and business practice legislation including the Competition Act (Canada), The Consumer Protection Act (Saskatchewan) and The Direct Sellers Act (Saskatchewan).

All Offers to residential Customers shall include the following statement of cancellation rights as required in section 9 of the Regulations to The Direct Seller's Act.

#### **“BUYER'S RIGHT TO CANCEL**

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this *[contract/statement of cancellation rights]*. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the Gas Retailer has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address *[below/in this contract]*. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

[Address for Notice - include name, business, address, phone and, if applicable, fax number of the vendor]"

## **Guarantees**

**Article 6** Offers may contain the words “guarantee,” “guaranteed,” “warranty” or “warranted,” or words having the same or similar meanings, only if the name and address of the guarantor, the terms of the guarantee and the remedial action open to the Customer are clearly and succinctly set out in the Offer. Any such guarantee shall in no way diminish the rights which a Customer would otherwise enjoy under Canadian or applicable provincial laws.

## **After-Sales Service**

**Article 7** When an agreement between a Gas Retailer and Customer provides for the supply and/or services for the duration of the term of an agreement, full particulars of such supply and/or services shall be clearly stated in the Offer.

## ***Presentation of Offer***

### **All Commodity Sale arrangements shall conform to the principles of fair competition as Identity of the Gas Retailer**

**Article 8** The name, permanent address, main provincial office address and the telephone number of the Gas Retailer shall be clearly and fully disclosed in any sales document or other sales literature distributed to the Customer, so as to enable the Customer to contact the Gas Retailer. Sales documents and other sales literature containing only an accommodation address or a post office box number are not acceptable.

**Article 9** All Salespersons shall immediately, truthfully and fully identify themselves and, on request, provide proof of licensing and bonding to prospective Customers. They shall also truthfully and fully indicate the purpose of their approach to the Customers, identify the Gas Retailer with whom they are associated and indicate that they are selling Commodity Sale natural gas and/or related services.

**Article 10** Neither a Gas Retailer nor any Salesperson shall mislead or otherwise create any confusion in the mind of a Customer about the identity of the represented Gas Retailer, its promotion campaigns or trademark, or those of competitors and/or LDC's.

## **Integrity**

**Article 11** Salespersons shall ensure that sales shall not be organized and operated so as to create confusion in the mind of the Customer, mislead the Customer or misrepresent any aspect of the Offer, abuse the trust of the Customers, or exploit any lack of experience or knowledge of the Customer.

## **Clarity**

**Article 12** Gas Retailers and Salespersons shall ensure that all terms of any Offer are communicated to the Customer in writing in a clear, complete, accurate and understandable manner. Print which, by virtue of its size or other visual characteristics is likely to materially negatively affect the legibility or clarity of any Offer, shall not be used.

## **Truthful Presentation**

**Article 13** The characteristics of any transaction and the supply and/or services offered, including:

- ✓ price, deposit, credit and rebate terms;
- ✓ identity of and accessibility to the Gas Retailer;
- ✓ delivery terms and conditions during and after sales services;
- ✓ sources and reliability of supplies;
- ✓ terms of guarantee and warranty;
- ✓ liabilities and obligations of Gas Retailer and Customer;
- ✓ benefits/risks to Customer;
- ✓ awards, bonuses and prizes with respect to the Offer;
- ✓ any other information required to be provided to the Customer by Canadian or applicable provincial laws; and
- ✓ all other terms of the Offer;

shall be presented completely, accurately and truthfully.

## Telephone Marketing

**Article 14** When conducting a telephone marketing program, all telephone contacts must be made during reasonable hours. Salespersons must immediately, truthfully and fully identify themselves and, on request, provide proof of licensing and bonding to prospective Customers. They shall also immediately, truthfully and fully indicate the purpose of their approach to the Customers, identify the Gas Retailer with whom they are associated, and indicate that they are selling Commodity Sale natural gas and/or related services. The caller must first personally obtain the consent of the recipient to play a recorded Offer.

## Unfair Practices

**Article 15** The Gas Retailer shall refrain from engaging in business practices that are deemed to be unlawful, unfair or otherwise contrary to the provisions of the Competition Act, The Consumer Protection Act, or The Direct Sellers Act.

## **Salesperson Operations**

### **Respect of Privacy**

**Article 16** Sales shall not be intrusive. The right of a Customer to refuse further discussion shall be scrupulously respected.

### **Honesty, Fairness and Veracity**

**Article 17** A Salesperson shall not abuse the trust of individual Customers or exploit their lack of experience or knowledge, or play on ignorance or on fear, thereby exerting undue pressure on Customers. All Offers must be clear and honest. A Salesperson shall ensure that all rebates should be sent out in a timely fashion.

A Salesperson shall not make any statement or take any measure which, directly or by implication, omission, ambiguity or exaggeration, is likely to mislead a Customer with regard to the terms of the Offer or any other matter.

A Salesperson shall, to the best of his/her knowledge and ability, give complete, accurate and clear answers to a Customer's questions concerning the Offer or any other matter.

### **Information and Consent**

**Article 18** A Salesperson shall ensure that the Customer clearly and thoroughly understands the information provided. The demonstration or explanation of the transaction involving the Commodity Sale shall, as far as possible, be adapted to the needs and inquiries of the Customers.

A Salesperson shall provide sufficient time for Customers to read the entire contract form thoughtfully and without interruption or harassment.

A Salesperson shall not sign up any Customer to a Commodity Sale agreement without the express written consent of the Customer, and the prior execution of a Disclosure Statement, in the form attached as Appendix A, by that Customer.

### **Testimonials and Endorsements**

**Article 19** A Salesperson shall not refer to any testimonial or endorsement which is:

- ✓ not authorized by the person quoted, if in a private capacity;
- ✓ not genuine or unrelated to the experience of the person giving it;
- ✓ obsolete or otherwise no longer applicable;
- ✓ taken out of context; or
- ✓ used in any way likely to mislead the Customer.

## Comparisons and Fair Competition

- Article 20** A Salesperson shall refrain from using any comparisons which may mislead and which are incompatible with the principles of fair competition. Points of comparison shall be fairly selected and shall be based on facts which can be independently substantiated.
- Article 21** A Salesperson shall not discredit any competing company, firm or individual, or any supplies or services provided by such parties, directly or by implication. Accurate, complete and truthful comparisons, however, are acceptable. When price comparisons are used, they must be factual, complete and verifiable. All statements or promises made in any promotional material must be complete and in accordance with actual conditions, situations and circumstances existing at the time the promotion is made. Any data referred to must be competent and reliable and support the specific claim for which it is cited.
- Article 22** A Salesperson shall not induce any Customer to breach a contract with another Gas Retailer.
- Article 23** A Salesperson shall not take unfair advantage of the goodwill attached to the trade name or symbol of another Gas Retailer or product.
- Article 24** The agent/broker/marketer shall not engage in any false, misleading or deceptive advertising or publish any material which may have the effect of misleading potential Customers.

## Responsibility for Code Observance

- Article 25** A Salesperson shall ensure that Offers are not solicited through any prohibited unfair practices as set forth in the Competition Act, The Consumer Protection Act or The Direct Seller's Act, whether or not the Customer, who is a party to the Commodity Sale, falls under the protection of that legislation.
- Article 26** The LDC will refrain from conducting business with anyone who has not obtained a license under The Direct Seller's Act, or any other license, as required, in the province of Saskatchewan; who has not executed a Gas Retailer's Supply Agreement; and who does not strictly adhere to this Code of Conduct in its dealings with both residential Customers and commercial Customers. It is understood by all parties that this Code of Conduct will apply to Commodity Sales to commercial Customers and will govern the relationship.
- Article 27** The prime responsibility for the observance of this Code of Conduct towards Customers rests with the Gas Retailer. Failure to comply with this Code of Conduct may result in revocation of the Gas Retailer's license under The Direct Sales Act for a period to be determined by the Registrar, Consumer

Protection Branch, Saskatchewan Justice; potential sanctions by regulators of The Consumer Protection Act and the Competition Act; termination of Gas Retailer's Supply Agreement as contemplated therein; or activation of the dispute resolution procedure specified herein.

## Complaints

**Article 28** Should any Customer complain that a Gas Retailer or Salesperson has engaged in any improper course of conduct pertaining to Commodity Sale and/or related services, the Gas Retailer shall promptly investigate the complaint and take all appropriate and necessary steps in their circumstances to redress any and all wrongs disclosed by such investigation.

All Customers, Gas Retailers and the LDC shall have the right to participate in and engage the dispute resolution process set forth in Schedule 6 to the Gas Retailer Master Services Agreement for issues which arise under the provisions of this Code of Conduct.

## Violations and Enforcement

**Article 29** Many provisions of this Code of Conduct are reflection of the requirements of the Competition Act, The Consumer Protection Act, and The Direct Seller's Act, which seek to set forth criteria against unfair business practices and business practices which are unethical and unfair to Customers. Violation of these sections can lead to criminal and civil sanctions. Under the Competition Act, offenses can lead to fines or imprisonment or both. The Consumer Protection Act also provides for a variety of criminal and civil sanctions against and remedies for unfair business practices conducted in Saskatchewan.

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## **Minimum Contractual Terms**

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The following terms shall be included in all gas sales contracts (the “Contracts”) between the Gas Retailer and Customers for gas supply service entered into pursuant to the Gas Retailer Master Services Agreement executed between the parties (the “Gas Retailer Master Services Agreement”).

### **Article 1- Definitions**

- 1.1 The terms used herein shall have the same meanings as are ascribed to corresponding terms in the definitions section of the Gas Retailer Master Services Agreement and all Schedules thereunder.

### **Article 2 - Sale and Purchase of Gas**

- 2.1 Obligation to Sell. All Contracts will state that the Gas Retailer’s obligation to deliver gas is firm, subject only to the events of force majeure as described below.
- 2.2 Point of Delivery. The Point of Delivery for the gas to the Customer shall be specifically stated in the Contract. In all cases, the Point of Delivery will be the SaskEnergy meter located at or near Gas Retailer’s Customer’s premises where SaskEnergy’s distribution system connects to the Gas Retailer’s Customer’s facilities
- 2.3 Point of Receipt. The Point of Receipt for the gas from the Gas Retailer to SaskEnergy for delivery to the Customer shall be TransGas Energy Pool, and shall be stated in the Contract.
- 2.4 Price. All Contracts shall state the price for the volume of gas to be delivered in Canadian dollars per cubic metre.
- 2.5 Volume. All Contracts shall state that the Gas Retailer shall supply all the gas required by the Gas Retailer’s Customer in respect of each Delivery Service Account.

### **Article 3 - Term of This Contract**

- 3.1 All Contracts between a Gas Retailer and a Customer shall clearly state the starting date and ending date of the Contract. The term of all Contracts with residential Customers shall not be less than one (1) year and not more than five (5) years from the commencement date (including all rights of renewal or extension) and shall contain clear statements indicating that renewal of any Contract shall require the Gas Retailer to deliver to the Customer a reminder notice one hundred twenty (120) days prior to the expiry of the Contract. In the event the Customer does not cancel the Contract, it may be renewed upon the

stated terms. For commercial Customers, the term of all Contracts shall not be less than one (1) year, and may be renewed or extended annually, without limitation.

- 3.2 Gas Retailer must notify SaskEnergy of the termination of Customer's Contract sixty (60) days prior to the expiration or termination of such Contract, except where that Customer moves, sells, or ownership is transferred, the Contract may be terminated on thirty (30) days' advance notice.
- 3.3 All Contracts shall contain clear statements with respect to the obligations, penalties or cost to the Customer in the event the Customer cancels or terminates a Contract, or the Gas Retailer Master Services Agreement, or any Schedule thereto between Gas Retailer and SaskEnergy is cancelled or terminated without the required notice. The Customer shall be made aware that there may be additional costs or return charges to the Customer for returning to SaskEnergy supply without the required notice.

## **Article 4 - Measurement and Specifications of Gas**

4.1 Measurement. All the Contracts shall state as follows relating to measurement:

- (a) All gas delivered by Gas Retailer to Gas Retailer's Customer under the Contract shall be measured as to volume by SaskEnergy, in accordance with the provisions of SaskEnergy's Terms and Conditions of Service Schedule at the Point of Delivery;
- (b) All such measurements made by SaskEnergy (including all corrections thereof in accordance with SaskEnergy's Terms and Conditions of Service Schedule) shall be final and binding upon the Gas Retailer and Gas Retailer's Customers for all purpose of the Contract.

4.2 General Specifications. All Contracts shall state that the minimum gross heating value, quality, delivery pressure and temperature of the gas delivered under the Contract shall conform to the minimum standards of SaskEnergy or TransGas, the Transporter, as set forth in the approved tariffs published from time to time by SaskEnergy and TransGas.

4.3 Transfer of Possession and Title. All Contracts shall state as follows:

- (a) Possession of and title to all gas delivered under the Contract shall pass to Gas Retailer's Customer at the Point of Delivery.
- (b) Until such delivery, Gas Retailer shall have title to such gas.
- (c) After delivery, Gas Retailer's Customer shall be deemed to be in control of and shall be in possession of, to have title to, and to be responsible for such gas.

- 4.4 Delivery in a Common Stream. All Contracts should state that the Gas Retailer and Gas Retailer's Customer each recognize that the gas purchase by Gas Retailer's Customer may be from a commingled stream of gas and shall be received for the account of Gas Retailer's Customer at the Point of Delivery.

## **Article 5 - Warranties, Representations and Indemnities**

- 5.1 Warranties. All Contracts shall contain the following warranties provided by the Gas Retailer in favor of Gas Retailer's Customer:
- (a) Gas Retailer shall at the time of the delivery of gas hereunder have the right to sell such gas to Gas Retailer's Customer; and
  - (b) All gas supplied hereunder shall be free and clear of all liens, encumbrances and adverse claims of every nature and kind whatsoever.
- 5.2 Indemnity. All Contracts shall state that the Gas Retailer shall indemnify and save harmless Gas Retailer's Customer from and in respect of all suits, actions, debts, accounts, damages, costs, losses, and expenses of every nature and kind whatsoever arising from or in connection with any adverse claims of any or all persons to the gas or to royalties, taxes, license fees or charges thereon which are applicable before the title to the gas passes to Gas Retailer's Customer or which may be levied and assessed prior to the sale thereof to Gas Retailer's Customer.
- 5.3 Payments of Royalties, Taxes and Other Charges. All Contracts shall state that except for taxes and surcharges as described below as between Gas Retailer and Gas Retailer's Customer, the price of gas sold hereunder shall be inclusive of and Gas Retailer shall be responsible for the payment of all amounts with respect to royalties and charges that are payable or validly exigible on the gas delivered by Gas Retailer to Gas Retailer's Customer hereunder prior to the sale of the gas hereunder at the Point of Delivery.

## **Article 6 - Billings and Payments**

- 6.1 Statements. All Contracts shall state how often statements will be provided, including whether estimates will be used or not. If estimates are used, the Contract shall clearly state that all billing will be reconciled to actual usage.
- 6.2 Taxes and Surcharges. All Contracts shall clearly state whether GST and municipal payment is included or excluded in the price to be paid for the gas.
- 6.3 Payment Date. All Contracts shall clearly state the date payments are due and no contract shall require that any payments are to be made in advance of gas usage.

All Contracts must state that SaskEnergy will perform billing and collection services on behalf of Gas Retailer, which will be subject to SaskEnergy's standard billing, deposit and collection policies and procedures.

6.4 Failure to Pay. All Contracts shall contain the following provisions to deal with the situation where Gas Retailer's Customer fails to pay amounts owing under a Contract when due:

- (a) SaskEnergy may charge interest on the overdue amounts, which interest shall be equal to the interest specified by SaskEnergy under its Terms and Conditions of Service Schedule.
- (b) SaskEnergy will apply its standard business policies, tariffs and terms and conditions of service. SaskEnergy may discontinue delivery of gas hereunder until the amount due is paid in full or terminate this Contract by notice in writing to Gas Retailer's Customer.

6.5 Gas Retailer's Delay. All Contracts shall state that if the Gas Retailer's delivery of an invoice to Gas Retailer's Customer is delayed by any number of days after the due date of such invoice, then the time of payment under the contract shall be extended by a like number of days unless Gas Retailer's Customer is responsible for the delay.

## **Article 7 - Force Majeure**

7.1 If either party is rendered unable, in whole or in part, to perform or comply with any covenant, condition or obligation of this Contract due to an event of Force Majeure, such party shall give written notice to the other party as soon as reasonably possible after the occurrence of such event of Force Majeure, giving full particulars of such event.

The obligations of both parties after giving such notice shall, insofar as such obligations are affected by such event of Force Majeure, be suspended during the continuance of such event of Force Majeure, but for no longer period, and the party so prevented from complying with its obligations hereunder shall, to the extent possible, remedy such event of Force Majeure with all reasonable dispatch.

7.2 The term Force Majeure shall mean any event beyond the reasonable control of either party, but with respect to the Gas Retailer's obligation to supply gas under this Agreement will only include a curtailment or force majeure declared by TransGas that adversely affects the ability of the Gas Retailer to perform TEP inventory transfers.

## **Article 8 - General**

8.1 Governing Law. All Contracts shall state that the Contracts are governed by the laws of the Province of Saskatchewan.

8.2 Dispute Resolution. All Contracts shall state that all Code of Conduct disputes arising under the Contract will be resolved following the procedure described in Schedule 6 to the Gas Retailer Master Services Agreement between SaskEnergy

and the Gas Retailer and that the results of such procedures will be final and binding upon the parties.

8.3 Other Provisions. The Gas Retailer's Customer and Gas Retailer may agree to such other terms and conditions in the Contact, which are mutually acceptable to the parties, provided such terms and conditions are consistent with the above minimums in both content and spirit.

8.4 Requirement for Writing. All Contracts and amendments thereto must be in writing.

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## **Procedures for Dispute Resolution – Gas Retailers**

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As part of a Gas Retailer Master Services Agreement with SaskEnergy, Gas Retailers have agreed to follow a dispute resolution process and to comply with a Code of Conduct.

The following process is required for addressing complaints and disputes between Customers and Gas Retailers arising under individual Residential Gas Supply Agreements and/or the Code of Conduct. Effective November 1, 2010, the dispute resolution process will be available for Code of Conduct complaints only. The Code of Conduct applies to both Residential and General Service (business) Customers.

The following process mirrors the procedure described in Schedule 6 to the Gas Retailer Master Services Agreement between SaskEnergy and the Gas Retailer.

### **Level One**

Either party (the “Initiating Party”) may give written notice to the other party (the “Receiving Party”) that it intends to invoke this dispute resolution process. Such written notice shall contain the details of the issues in dispute (the “Issues”).

An Application for Dispute Resolution – Level One form, obtained from SaskEnergy, can be used for this purpose.

The Initiating Party and the Receiving Party shall attempt to resolve the Issues. If the parties cannot resolve the Issues by mutual agreement within twenty (20) days (or such other period as mutually agreed to by the parties) the dispute shall proceed to Level 2.

Each party shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

### **Level Two**

If the Initiating Party and Receiving Party are unable to resolve the Issues pursuant to Level 1, then either party may submit the Issues to SaskEnergy to be resolved.

An Application for Dispute Resolution – Level Two form, obtained from SaskEnergy, together with an Application for Dispute Resolution – Level One (or equivalent) and proof of service thereof, must be filed with SaskEnergy.

On receipt of such an Application, SaskEnergy shall appoint a dispute resolution coordinator (the “Dispute Resolution Coordinator”) who will establish a process to resolve Code of Conduct matters (the “Dispute Resolution Procedures”). Unless otherwise agreed to by all parties and the Dispute Resolution Coordinator, the parties

will attend at a single “med–arb” session, together with any witnesses and all relevant facts, information and documents in their possession. The Dispute Resolution Coordinator will first attempt to mediate, and if no agreement is reached, the Dispute Resolution Coordinator will forthwith proceed to arbitrate.

The Dispute Resolution Coordinator shall have all of the powers given to arbitrators under *The Arbitration Act, 1992*.

In the event the parties and the Dispute Resolution Coordinator cannot reach an agreement as to the time and place, the time and place of the med-arb session shall be as determined by the Dispute Resolution Coordinator.

The Dispute Resolution Coordinator shall not be bound by the rules of evidence, which govern the trial of cases in court, but may hear, receive, and consider any evidence that he or she may consider relevant.

The decision of the Dispute Resolution Coordinator shall be final and binding upon the parties. However, either party may appeal the decision of the Dispute Resolution Coordinator to Level 3 regarding any issue of law.

The Dispute Resolution Coordinator has the power to order on a provisional basis any relief that he would have power to grant in a final award.

The Dispute Resolution Coordinator may dispense with reasons in making his award.

The Dispute Resolution Coordinator, and SaskEnergy, shall not be liable to the parties for any act or omission whatsoever in connection with the dispute resolution services provided.

In the event a breach of the Code of Conduct is found by the Dispute Resolution Coordinator, the Dispute Resolution Coordinator shall provide those findings to SaskEnergy for remedial action in accordance with the Code of Conduct and Gas Retailer Master Services Agreement. In addition, the Dispute Resolution Coordinator may order one or more of the following remedies: that the Customer be permitted to return to SaskEnergy supply, payment or reimbursement of Short Notice Return Charges, payment or reimbursement of the Dispute Resolution Fee, or payment or reimbursement of other SaskEnergy fees by either party to the other.

### **Level Three**

A party may appeal an award to the courts on a question of law and *The Arbitration Act, 1992* shall apply.

Level 3 proceedings are not facilitated by, funded by or subsidized by SaskEnergy, and it is the responsibility of the parties to pursue such legal assistance as they may require.

## Costs

Each party's costs regarding dispute resolution shall be borne by each party, with the exception of the Dispute Resolution Fee, which may be reallocated to either party as outlined above.

## Notes

There shall be no cost of initiating a Level One dispute resolution process. There shall be a fee of \$50.00 (a Dispute Resolution Fee) to initiate a Level Two application, payable by the initiating party to SaskEnergy. This cost, plus applicable taxes, will be added to the applicant's monthly SaskEnergy bill.

Please keep a copy of all dispute resolution related documentation.

Where an extension of time is agreed upon, it is good practice to obtain the consent in writing for evidentiary purposes.

You must serve your Level 1 documentation in such a way that you can later prove it has been served. Notice may be provided to the Gas Retailer or Customer:

- (a) by pre-paid registered mail, with a signature requested as proof of service;
- (b) personally at a place of business (or the registered office) of a corporation by leaving it with a person who appears to be in control or management of the place, with a signed acknowledgement of service form obtained as a proof of service;
- (c) personally on an individual by serving it on the individual, with a signed acknowledgement of service form obtained as proof of service;
- (d) by fax, with a copy of the transmission record or journal generated by the fax machine that indicates the date of transmission and that the transmission was successful, as proof of service.

If a party will not accept or acknowledge service, service may be proved by way of sworn affidavit. Level 2 documentation may be provided to SaskEnergy by ordinary mail.

**The Parties are strongly encouraged to obtain such legal advice in respect of all matters pertaining to this dispute resolution process as they think appropriate.**

Unless otherwise provided for herein, defined terms shall have the meaning ascribed thereto in SaskEnergy's Terms and Conditions of Service Schedule.



## **SaskEnergy's Terms and Conditions of Service Schedule**

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**The following is an excerpt from Schedule E to SaskEnergy's Terms and Conditions of Service Schedule relating to third party gas supply. Defined terms shall have the meaning ascribed therein. SaskEnergy's Terms and Conditions of Service Schedule is available in full at [www.saskenergy.com](http://www.saskenergy.com) or at your nearest SaskEnergy office.**

1. Subject to some exceptions, under The SaskEnergy Act, SaskEnergy has the exclusive right to Distribute Gas in and through any area in Saskatchewan and TransGas has the exclusive right to Transport Gas in and through any area in Saskatchewan.

### **Third Party Supply – TransGas Delivery**

2. Qualifying Persons may purchase Gas Supply from third parties and Delivery Services directly from TransGas, in some circumstances, subject to some conditions. Please contact TransGas for more information.
3. Customers leaving SaskEnergy Supply to purchase Gas from a third party and Delivery Services directly from TransGas are required to utilise a Service Transfer Date of November 1<sup>st</sup>. Customers shall provide SaskEnergy with a Service Transfer Notice a minimum of sixty (60) Days prior to the November 1<sup>st</sup> Service Transfer Date. If either of these requirements is not met, SaskEnergy may, at its sole discretion, refuse to transfer the Customer, or impose a Short Notice Charge payable by Customer, calculated in accordance with [13] below.
4. If Customer wishes to transfer from third party Supply to SaskEnergy Supply, then sixty (60) Days' prior written notice shall be given to SaskEnergy together with a Service Transfer Date of November 1<sup>st</sup>. If either of these requirements is not met, SaskEnergy may, at its sole discretion, refuse to transfer the Customer, or impose a Short Notice Return Charge payable by customer, calculated in accordance with [14] below.

### **Gas Retailer Supply – SaskEnergy Delivery**

5. A Person may be eligible to purchase Supply from a Gas Retailer and Delivery from SaskEnergy. The following terms and conditions shall apply:
  - (a) The Gas Retailer must be a party to a Gas Retailer Master Services Agreement with SaskEnergy, and have provided Security to SaskEnergy as required by that agreement, and meet all of the terms and conditions and conditions precedent set out therein;

- (b) The Customer must execute a “Disclosure Statement and Appointment of Agent” form which, along with appointing the Gas Retailer as Customer’s agent for certain purposes and providing information to the Customer, will permit SaskEnergy to exchange Customer account information with the Gas Retailer;
  - (c) The Service Transfer Date must be November 1<sup>st</sup>;
  - (d) Where the Customer is a SaskEnergy Supply Customer or existing Gas Retailer Customer, the Customer or Gas Retailer on behalf of the Customer must provide SaskEnergy with a Service Transfer Notice a minimum of sixty (60) Days prior to the Service Transfer Date;
  - (e) The Customer’s historical average annual gas consumption must not be greater than 660,000 m<sup>3</sup>.
6. In the event that the Gas Retailer or the Customer fails to meet all the conditions described in [5] above for the transfer of Gas Supply to a Gas Retailer, SaskEnergy may refuse to transfer the Customer, or impose a Short Notice Charge calculated in accordance with [13] below, payable to SaskEnergy by the Customer or the Gas Retailer on behalf of the Customer, at SaskEnergy’s sole discretion.
7. If Customer wishes his Supply transferred from a Gas Retailer to SaskEnergy, then sixty (60) Days’ prior written notice shall be given to SaskEnergy together with a Service Transfer Date of November 1<sup>st</sup>, and an executed “Revocation of Agent/Instruction to Transfer” form. If any of these requirements are not met, then SaskEnergy may refuse to transfer the Customer, or impose a Short Notice Return Charge calculated in accordance with [14] below, payable by the Customer or the Gas Retailer on behalf of the Customer, at SaskEnergy’s sole discretion.
8. The actual date that the Customer begins to receive Supply from the Gas Retailer shall correspond with the Service Transfer Date, where practicable, or the closest Business Day when an actual meter reading is reasonably available. If an actual meter reading is not obtained, an estimated meter reading may be used.
9. Gas Retailer Gas Supply Service is specific to the Customer and the account for the Premise(s) listed on the “Disclosure Statement and Appointment of Agent” form. If a Customer currently utilizing Gas Retailer Supply moves from that Premise, it is the responsibility of the Customer to notify both SaskEnergy and the Gas Retailer. If the Customer wishes to continue to receive Gas Supply Service from the Gas Retailer at the new Premise, SaskEnergy must be provided with a minimum of thirty (30) Days’ advance notice, together with a new “Disclosure Statement and Appointment of Agent” form and all other information reasonably required by SaskEnergy, or the Customer will automatically be placed on SaskEnergy Supply Service at the new address.

10. Delivery Service Customers must comply with SaskEnergy's Terms and Conditions of Service. SaskEnergy may Disconnect or withhold Service to a Customer choosing Gas Supply from a Gas Retailer in the event that the Customer defaults in the payment of sums required to be paid to SaskEnergy, the Customer fails to meet required Service conditions as outlined under these terms and conditions, The SaskEnergy Act, or The SaskEnergy Regulations, or the conditions set out in [5.2.1] of the Schedule are otherwise met.
11. SaskEnergy will notify the Gas Retailer of Disconnection or Discontinuation of Gas Retailer's Customers.

## General

12. All Gas delivered by SaskEnergy shall be measured by SaskEnergy in accordance with this Schedule.
13. For the purposes of this Appendix E, Short Notice Charges are calculated as follows:

Short Notice Charge = Q x P, where:

Q - Means the Customer's consumption (in gigajoules), as estimated by SaskEnergy, acting reasonably, for the period from the Service Transfer Date of the Customer to the following November 1<sup>st</sup>; and

P - Means the price to be assessed for the Customer's Gas which is based on the difference between (a) and (b) below at the time of the Service Transfer Notice:

- (a) SaskEnergy's then current Gas Consumption Charge (converted to \$/GJ); less
- (b) The market price of Gas per gigajoule for the period from the Service Transfer Date to the following November 1.

If the price of Gas utilizing this formula is zero or less, no Short Notice Charge is required.

For the purposes of the calculations, the market price shall be the bid side of the market price of Gas per gigajoule at AECO/NIT, utilizing an average of three (3) independent price publications chosen by SaskEnergy, adjusted for the basis differential to the TransGas Energy Pool (TEP). If the Service Transfer Date is not the first day of a month, the market price will be based on the period beginning the first day of the month in which the Service Transfer Date is effective, to the following November 1.

14. For the purposes of this Appendix E, Short Notice Return Charges are calculated as follows:

Short Notice Return Charge = Q x P, where:

Q - Means the Customer's estimated or actual consumption (in gigajoules), at the sole discretion of SaskEnergy, acting reasonably, for the period from the Service Transfer Date of the Customer to the following November 1<sup>st</sup>; and

P - Means the price to be assessed for the Customer's Gas which is based on the difference between (a) and (b) below at the time of the Service Transfer Notice:

- (a) The market price of Gas per gigajoule for the period from the Service Transfer Date to the following November 1<sup>st</sup>; less
- (b) SaskEnergy's then current Gas Consumption Charge (converted to \$/GJ).

If the price of Gas utilizing this formula is zero or less, no Short Notice Return Charge is required.

For the purposes of these calculations, the market price shall be the offer side of the market price of Gas per gigajoule at AECO/NIT, utilizing an average of three (3) independent price publications chosen by SaskEnergy, adjusted for the basis differential to the TransGas Energy Pool (TEP). If the Service Transfer Date is not the first day of a month, the market price will be based on the period beginning the first day of the month in which the Service Transfer Date is effective, to the following November 1.

15. Short Notice Charges and Short Notice Return Charges payable under this Schedule shall be paid as liquidated damages and not as a penalty. The parties acknowledge and agree that actual damages are extremely difficult or impossible to determine and that such payment is intended to be a reasonable approximation of the amount of such damages. All liability for Short Notice Charges and Short Notice Return Charges shall be **joint and several** as between Customer(s) and Gas Retailer, and a Customer or Gas Retailer is not released or discharged from liability if the other, or another Customer or Gas Retailer, is released or discharged.

## Dispute Resolution Process

16. As part of a Gas Retailer Master Services Agreement with SaskEnergy, Gas Retailers have agreed to comply with a Code of Conduct.
  17. Code of Conduct disputes will be resolved following the dispute resolution procedures described in Schedule 6 to the Gas Retailer Master Services Agreement between SaskEnergy and the Gas Retailer and the results of such procedures will be final and binding upon the parties (the “Dispute Resolution Process”). As a term and condition of service, a Gas Retailer Customer agrees to be bound by the Dispute Resolution Process, as amended from time to time. The Dispute Resolution Process is available online at [www.saskenergy.com](http://www.saskenergy.com).
  18. A Customer or Gas Retailer that wishes to proceed to level 2 of the Dispute Resolution Process, which involves appointment of a dispute resolution coordinator, shall pay a Dispute Resolution Fee to SaskEnergy. The current Dispute Resolution Fee is found in the Tariff of Fees (Appendix C).
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## Appendix A

### Commodity Sale of Natural Gas Disclosure Statement and Appointment of Agent ("Disclosure Statement")

If you choose to enter into an arrangement to purchase your natural gas supplies directly (Commodity Sale Arrangement), please read this document before signing. Your Agent will keep a copy of this document as an acknowledgement that you have entered into a Commodity Sale Arrangement and understand the benefits and risks associated with the commodity sale of natural gas.

#### Appointment of Agent:

<b>From:</b>	<b>Customer (Please Print)</b>
	Correct Legal Name _____
	Operating Name (if applicable) _____
	Street _____
	City/Town _____
	Postal Code _____
	Contact Name _____ Title (if applicable) _____
	Telephone _____ Fax _____

<b>Effective Dates</b>	Start Date: _____	End Date: _____
	(Gas flow/sale start date – dd/mm/yyyy)	(End date of contract – dd/mm/yyyy)

<b>Gas Retailer Name</b>	City/Province: _____
Address: _____	_____
Postal Code: _____	Telephone: _____
Attention: _____	_____

I/We the Customer identified above hereby appoint the "Gas Retailer" identified above as "Agent" for Customer and is authorized to take full responsibility for all matters relating to the Commodity Sale Arrangement. The Agent may negotiate, establish, document, implement, operate, perform, terminate and amend all matters relating to the Commodity Sale Arrangement with SaskEnergy on my behalf.

Provided that no other Commodity Sale Arrangement is in effect, this Appointment of Agent shall remain in effect for a minimum term of one (1) year, and thereafter, for the term of the Commodity Sale Arrangement and any extensions or renewals thereof, or until cancelled in writing by the Customer or until the expiry of the minimum one-year term, unless extended or renewed by the Customer or the Agent.

SaskEnergy shall be entitled to treat any act by the Agent in connection with the Commodity Sale Arrangement in the same manner as if the act had been by the Customer.

The Agent is authorized to appoint any person, firm or corporation as an Agent of the Customer and, thus, have all of the power and authority which the Agent is acknowledged to have in this Appointment of Agent. Such appointment shall be made in writing from the Agent and shall be subject to the consent of SaskEnergy. SaskEnergy consent shall not be unreasonably withheld.

The Customer accepts responsibility for the purchase of natural gas supplied by the Agent and further authorizes and requests SaskEnergy to provide delivery services from the point of transfer to the Customer's facility(s) associated with the SaskEnergy account(s) listed in the Schedule "A" below. As is the case for utility-supplied Customers, the Customer acknowledges that SaskEnergy may withhold or suspend delivery services in the event of non-payment for services by the Customer. SaskEnergy will bill according to the name and account number of each location identified.

This Appointment of Agent shall be effective on and from the date set out below and shall be governed and construed exclusively in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

As is the case for utility-supplied Customers, Customer acknowledges that an additional charge may be added to the Customer's account in respect of payments to municipalities in lieu of taxes relating to the cost of gas supplied to the Customer by the Agent, in accordance with the terms of The SaskEnergy Act, 1992, c. S-35.1.

**Disclosure Statement:**

Customers choosing a non-utility gas supplier must evaluate the benefits and risks of a Commodity Sale Arrangement. You, the Customer, understand that:

1. Your Agent contracts with SaskEnergy to supply billing, delivery and other services. Your Agent is not affiliated with or endorsed by SaskEnergy in any way. SaskEnergy is not responsible and shall not be held liable or in any way accountable to the Customer or Agent with respect to:
  - a. The manner by which an offer to supply natural gas by your Agent is presented to you;
  - b. The terms of the Commodity Sales Agreement between you and your Agent;
  - c. The provision of any after sale services offered to you by your Agent; or,
  - d. The observance of, or failure of your Agent to observe, the terms of any offer to supply natural gas, the terms of the Commodity Sales Arrangement, the terms of the Code of Conduct or the terms of any applicable legislation.
2. Any cost savings will be on the gas supply portion of the bill. Your Agent may not be able to buy gas cheaper than SaskEnergy. You are responsible for all gas supply arrangements made by the Agent on your behalf. It is your responsibility to ensure that you are dealing with a knowledgeable and reputable firm.
3. It is your responsibility to check with your Agent as to what would happen if you change your address and what notice the Agent would require in order to terminate the contract.
4. In the event of a supply failure by your Agent, SaskEnergy will generally supply you with gas, subject to SaskEnergy's standard Terms and Conditions of Service Schedule requirements, including a Short Notice Return Charge that may be charged by SaskEnergy, if applicable.
5. It is your responsibility to check with your Agent as to the length of your contract and under what circumstances the contract can be terminated. To avoid additional charges, you may only be able to start buying natural gas directly or return to utility-arranged supply at certain times of the year or by providing the required notice. It is your responsibility to check with your Agent as to when these dates are, if there are any costs involved in leaving or returning to utility-arranged supply and who would pay these costs.

**For Residential Service:**

If you sign a Commodity Sale Arrangement for your home, SaskEnergy will issue you a letter notifying you that we have been advised by a Gas Retailer that you have elected to no longer purchase your gas from SaskEnergy. You have 10 business days from the date on SaskEnergy's notification letter to cancel your contract with the Gas Retailer without reason. Companies involved in the direct marketing of natural gas to residential Customers must have proper identification and also be licensed under The Direct Sellers Act with the Consumer Protection Branch, Saskatchewan Department of Justice. It is your responsibility to check to determine whether your Agent has direct sales identification. Licensing under The Direct Sellers Act may not be required with respect to commercial Customers, and the protection offered to residential Customers under The Direct Sellers Act may not be extended to commercial Customers. Agents must also abide with an accepted Code of Conduct.

If you need more information on the cancellation provision or if you feel you have been treated unfairly, you may wish to contact the Consumer Protection Branch, Saskatchewan Department of Justice at 1-888-374-4636.

Customer authorizes SaskEnergy and Agent to share such personal and other information of the Customer (including email and electronic exchange) as may be required under the Gas Retailer Master Services Agreement between SaskEnergy and Agent, including but not limited to, Customer name, service address, other address and contact information, and information regarding annual quantity of gas historically consumed by Customer prior to execution of an agreement with the Agent.

I acknowledge having read the SaskEnergy Enrollment Agreement and understand its contents and have retained a copy of this document dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signature**

(I am the Customer or, if a Corporation, have authority to bind the Corporation)

**Name**

**(Print)**



## Commodity Sale of Natural Gas Schedule "A"

The locations stated hereunder shall be collectively defined as the Service Address. The parties acknowledge that SaskEnergy's Account Number is used for ease of administration only and should any number applicable to the same Customer be changed to a new number by SaskEnergy, this Appointment shall be deemed to be automatically amended to include such new number.

<b>Service Address</b>	<b>SaskEnergy's Account Number</b>
1.	
2.	
3.	
4.	
5	



This document constitutes notice pursuant to the Gas Retailer Dispute Resolution Process.

The Initiating Party and the Receiving Party shall attempt to resolve the Issues. If the parties cannot resolve the Issues by mutual agreement within twenty (20) days (or such other period as mutually agreed to by the parties), the dispute may proceed to Level 2.

You are required to complete Level 1 of the Dispute Resolution Process prior to proceeding to Level 2. Please retain a copy of your Application for Dispute Resolution – Level 1 (or equivalent) and proof of service thereof.

The Dispute Resolution Process, the Code of Conduct, and SaskEnergy Term's and Conditions of Service Schedule are available online at [www.saskenergy.com](http://www.saskenergy.com), or at your nearest SaskEnergy office.

I am a:  Customer  Retailer.

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

If the Applicant is a corporation, then the individual executing this Application certifies that he/she has authority on behalf of the Applicant to act on behalf of the Applicant in this regard. If an agent is acting on behalf of the Applicant, then the agent certifies that he/she/it has the act on behalf of the Applicant in this regard.

## Appendix C

# Application for Dispute Resolution - Level 2

This is an application for dispute resolution. Please provide to SaskEnergy by ordinary mail.

### Retailer Information

\_\_\_\_\_  
*Retailer Name*

### Customer Information (Please Print Correct Legal Name)

\_\_\_\_\_  
*Customer Name*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Service Address*

\_\_\_\_\_  
*City/Town*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City/Town*

\_\_\_\_\_  
*Postal Code*

\_\_\_\_\_  
*SaskEnergy Account #*

On receipt of an Application, SaskEnergy shall appoint a dispute resolution coordinator (the "Dispute Resolution Coordinator") who will establish a process to resolve matters arising between Customer and Gas Retailer.

You are required to complete Level 1 of the Dispute Resolution Process prior to proceeding to Level 2. Please enclose an Application for Dispute Resolution – Level 1 (or equivalent) and proof of service thereof.

The Dispute Resolution Process, the Code of Conduct, or SaskEnergy Term's and Conditions of Service Schedule are available online at [www.saskenergy.com](http://www.saskenergy.com), or at your nearest SaskEnergy office.

I acknowledge and agree that the sum of \$50.00 plus applicable taxes will be added to my next SaskEnergy bill. I acknowledge and agree that personal information with respect to my account will be released to the Dispute Resolution Coordinator.

I am a:  Customer  Retailer.

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

If the Applicant is a corporation, then the individual executing this Application certifies that he/she has authority on behalf of the Applicant to act on behalf of the Applicant in this regard. If an agent is acting on behalf of the Applicant, then the agent certifies that he/she/it has the act on behalf of the Applicant in this regard.

**Acknowledgement of Service**

You are asked to fill out and sign this form without delay, and to mail it in the accompanying postage prepaid envelope addressed to \_\_\_\_\_, of \_\_\_\_\_ or to return it by fax to \_\_\_\_\_ at \_\_\_\_\_.

**I ACKNOWLEDGE SERVICE** on me of a copy of the following document(s):

- 1: Application for Dispute Resolution – Level 1

\_\_\_\_\_  
*Signature* *Date of Service*

My name is: \_\_\_\_\_

My address for service is: *(address in Saskatchewan where documents may be mailed to or left for you)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My telephone number is: \_\_\_\_\_

My fax number is: *(Optional)* \_\_\_\_\_

My e-mail address is: *(Optional)* \_\_\_\_\_

**NOTICE:**

- 1. YOU MUST INCLUDE AN ADDRESS IN SASKATCHEWAN WHERE DOCUMENTS MAY BE MAILED TO OR LEFT FOR YOU IF YOU WISH TO RECEIVE NOTICE OF SUBSEQUENT PROCEEDINGS IN THIS MATTER.
- 2. It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on you for fax or electronic transmission.
- 3. The address, fax number or e-mail address that you give on this form will be used to serve you with documents until you serve on the other parties written notice of a new address for service.

This Acknowledgement of Service was delivered by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whose Address for service is same as above.

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**Appendix E**

**Affidavit of Service**  
(Service of a Corporation)

I, \_\_\_\_\_, of \_\_\_\_\_, Saskatchewan,

**Make Oath and Say:**

1. On \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (Time)

I served \_\_\_\_\_

with the **Application for Dispute Resolution – Level 1**, a true copy of which is

attached as Exhibit “A”, by leaving a copy with an adult person,

\_\_\_\_\_, who was present at the address for service,

\_\_\_\_\_

(address where service was made)

2. I ascertained that the person was an adult person who was an employee of

\_\_\_\_\_ by:

\_\_\_\_\_

\_\_\_\_\_.

*(State the means, by which the person’s identity was ascertained, i.e. he identified himself as...)*

**Sworn** before me at the City of \_\_\_\_\_ )  
\_\_\_\_\_, Province of Saskatchewan )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
\_\_\_\_\_) \_\_\_\_\_

A Commissioner for Oaths  
A Notary Public  
in and for the Province of  
Saskatchewan/Being a Solicitor  
My Commission expires \_\_\_\_\_.

**Affidavit of Service**  
(Service of an Individual)

I, \_\_\_\_\_, of \_\_\_\_\_, Saskatchewan,

**Make Oath and Say:**

1. On \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (Time)

I served \_\_\_\_\_

with the **Application for Dispute Resolution – Level 1**, a true copy of which is attached as Exhibit “A”, by leaving a copy with him/her at

\_\_\_\_\_  
\_\_\_\_\_.

(address where service was made)

2. I was able to identify the person by means of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*(State the means, by which the person’s identity was ascertained, i.e. he identified himself as...)*

**Sworn** before me at the City of \_\_\_\_\_ )  
\_\_\_\_\_, Province of Saskatchewan )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner for Oaths  
A Notary Public  
in and for the Province of  
Saskatchewan/Being a Solicitor  
My Commission expires \_\_\_\_\_.

\_\_\_\_\_

### Commodity Sale of Natural Gas Revocation of Agent/Instruction to Transfer

**This Instruction to Transfer form must be read and completed any time a party to an agreement to purchase natural gas, from a supplier other than SaskEnergy (Commodity Sale Arrangement), wishes to change Gas Retailer or return to SaskEnergy supply service for any reason prior to the end of the term of the Commodity Sale Arrangement.**

If you are currently a party to an agreement to purchase your natural gas supplies directly with a party other than SaskEnergy, please read this document before signing. SaskEnergy and/or your existing supplier/ agent (the Agent) will receive a copy of this document.

#### Disclosure Statement:

Customers leaving a non-utility gas supplier to return to the utility, leaving a non-utility gas supplier for another non-utility gas supplier, terminating an existing contract with a non-utility gas supplier for any reason or terminating the agency of a non-utility gas supplier for any reason, must understand and evaluate the benefits and risks of such action. You, the Customer, understand that:

1. You are entitled to change suppliers/agents, without cause, at the end of the term of your existing agreement. The term of your existing agreement is contained in your contract with your existing supplier. Your contract will also generally spell out under what circumstances you can terminate your contract/ agency appointment, without charges or damages, prior to the end of the term. As the contract may not spell out all circumstances under which you may terminate, you may wish to obtain legal advice in this regard. SaskEnergy does not have a copy of your agreement and cannot provide you with advice.
2. **SaskEnergy does not advocate for or against the transfer of suppliers/agents during the term of an agreement.** Regardless of the term of the Commodity Sale Arrangement agreement, SaskEnergy will allow you to change suppliers/agents or transfer to SaskEnergy, after the first year of your contract, on November 1<sup>st</sup>, and any November 1<sup>st</sup> thereafter (on sixty days notice), without charges or damages payable to SaskEnergy. **This does not relieve you of any charges or damages that may be payable by you to your Agent under a Commodity Sale Arrangement agreement with that supplier, and such instructions to SaskEnergy may be a breach of your agreement with your existing Agent.**
3. Returning to SaskEnergy supply without the required notice may result in a Short Notice Return Charge payable under SaskEnergy's Terms and Conditions of Service Schedule in addition to any sums payable to your existing Agent.
4. Your Agent contracts with SaskEnergy to supply billing, delivery and other services. **SaskEnergy is not affiliated with, nor does it endorse, any non-utility gas supplier.** SaskEnergy is **not responsible and shall not be held liable** or in any way accountable to the Customer or Agent with respect to:
  - a. Failure to educate the Customer as to its rights and obligations;
  - b. Disputes between the Customer and Agent;
  - c. The terms of the Commodity Sale Arrangement between you and your Agent;
  - d. The provision of any after sale services offered to you by your Agent, or;
  - e. The observance of, or failure of your Agent to observe, the terms of any offer to supply natural gas, the terms of the Commodity Sale Arrangement, the terms of the Code of Conduct or the terms of any applicable legislation.
5. You acknowledge that SaskEnergy has no fiduciary obligation to you, and that you are acting on your own behalf, on your own judgment and on such independent advice and counsel as you deem necessary. In choosing suppliers/agents, it is your responsibility to ensure that you are dealing with a knowledgeable and reputable firm.
6. You acknowledge that you are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of this transaction.



7. The information and explanations provided herein shall not be considered advice or recommendations.
8. SaskEnergy does facilitate a dispute resolution procedure, that may be initiated between you and your existing Agent, and which may be an alternative to terminating your existing contract.

**Revocation of Agent:**

**From: Customer (Please Print)**

SaskEnergy Account Number:	
Correct Legal Name:	
Operating Name (if applicable):	
Street:	
City/Town:	
Postal Code:	
Contact Name:	Title (if applicable):
Telephone:	Fax:

Effective Date:
-----------------

<p><b>To: SaskEnergy Incorporated</b>  Billing Services  9<sup>th</sup> Fl - 1777 Victoria Avenue  Regina, Saskatchewan S4P 4K5  <a href="mailto:retailbilling@saskenergy.com">retailbilling@saskenergy.com</a>  Fax: 306-347-0744</p>	<p><b>To: Existing Gas Retailer</b>  _____  _____  _____  _____  _____  _____(the "Agent")</p>
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I/We the Customer identified above hereby notify SaskEnergy Incorporated that the Agent identified above is hereby removed, and its agency revoked. The Agent may no longer negotiate, establish, document, implement, operate, perform, terminate or amend matters relating to Commodity Sale Arrangements with SaskEnergy on my behalf. No new confidential or personal information shall be provided to the Agent by SaskEnergy, except as may be necessary to effect a transfer of gas supply to a new supplier.

This revocation shall be effective on and from the date set out above and shall be governed and construed exclusively in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

For information on your rights and obligations, a Dispute Resolution Process, Retailer Code of Conduct, and SaskEnergy Term's and Conditions of Service Schedule are available online at [www.saskenergy.com](http://www.saskenergy.com), or at your nearest SaskEnergy office.

**For Service to a Home:** If you need more information on cancellation or if you feel you have been treated unfairly, you may wish to contact the Consumer Protection Branch, Saskatchewan Ministry of Justice.

I acknowledge having read the SaskEnergy Instruction to Transfer and understand its contents and have retained a copy of this document dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Signature**

(I am the Customer or, if a Corporation, have authority to bind the Corporation)

**Name (Print)**