

**M A N I T O B A** )                   **Order No. 65/15**  
***THE PUBLIC UTILITIES BOARD ACT***       )                   **July 3, 2015**

**BEFORE:**      Régis Gosselin, B ès Arts, MBA, CGA, Chair  
                         Neil Duboff, BA (Hons), LLB, TEP, Member  
                         Marilyn Kapitany, B.Sc. (Hon), M.Sc., Member

**ORDER ESTABLISHING A  
CODE OF CONDUCT FOR DIRECT PURCHASE NATURAL GAS TRANSACTIONS  
AND  
RELATED COMPLIANCE DOCUMENTS**

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## 1.0 Executive Summary

By this Order, the Public Utilities Board (“Board”) establishes a new Code of Conduct for Direct Purchase Natural Gas Transactions (“Code”). This Code applies when users of natural gas contract with a gas marketer to purchase natural gas at rates set by the marketer, rather than purchasing their natural gas from Centra Gas Manitoba Inc. (“Centra”) at rates set quarterly by the Board. This Code applies to the Direct Purchase of Primary Gas under the Western Transportation Service.

The Code established by this Order replaces the existing Code of Conduct for Direct Purchase Transactions established by Order 109/08 (the “2008 Code”).

The Code established by this Order introduces some significant changes compared to the 2008 Code and is being introduced with a transition period before the new Code applies. The most significant changes are as follows:

- The reduction of the “Small-Volume Customer” threshold to 5,000 cubic metres per year, which captures almost all residential customers;
- The requirement for an “Intent to Buy” process for small-volume customers with a waiting period for additional consumer protection;
- The extension of the cancellation period for small-volume customers;
- The requirement for marketers to obtain Board approval of the cancellation fees charged to small-volume customers;
- The requirement for an “Annual Information Notice” to be provided by marketers to their small-volume customers;
- The requirement for marketers to provide prospective small-volume customers with a “Disclosure Statement” and a “Rate Comparison”;
- The requirement for marketers to submit a training curriculum and training materials to the Board for approval prior to marketing to small-volume customers; and

- A formalized two-stage dispute resolution process.

## **2.0 Background and Procedural History**

Traditionally, natural gas in Canada is sold through local gas utilities, also known as local distribution companies. In Manitoba, the local distribution company for natural gas is Centra, a fully-owned subsidiary of Manitoba Hydro. The Board regulates Centra as a utility governed by *The Public Utilities Board Act* (the “Act”) and sets Centra’s Primary Gas rates per cubic metre on a quarterly basis. Primary Gas is the name given to natural gas received in Western Canada for transport to Manitoba by Centra and usually makes up the greatest percentage of gas consumed by Centra’s customers. Supplemental Gas is gas purchased from other sources than Western Canada, such as from the United States, and assists in meeting the increased demand for gas in the winter season. Natural gas purchased from Western Canada on a short term basis is also considered Supplemental Gas. Both Primary Gas and Supplemental Gas are sold by Centra at cost, without a mark-up to customers.

Since 1991, gas marketers have offered contracts to provide greater pricing certainty to consumers. Gas continued to be delivered and invoiced by Centra; however, since 2000, under the Western Transportation Service, the price for the gas itself was set by the marketer, without Board approval of such prices being required. The conduct of the marketers has been regulated by codes of conduct, the most recent revision being the 2008 Code established in Order 109/08. In all circumstances, marketers are required to be licensed by the Board prior to marketing gas in Manitoba.

In 2013, the Board embarked on a review of the 2008 Code, largely as a result of the customer experience with marketers to date, the Board’s experience with respect to marketer-related complaints, and what the Board saw as the underlying issues leading to such complaints. The Board invited all licensed gas marketers in Manitoba to consult on changes to the 2008 Code and, on January 23, 2015, provided a draft Code, along

with related documents stipulated by the Code, for consultation. The Board received written comments from the following four parties:

- Just Energy Manitoba L.P. (“Just Energy”);
- Shell Energy North America (Canada) Inc.;
- Canadian Energy Wholesale Gas & Electric Corporation; and
- Centra Gas Manitoba Inc.

As a result of the comments received, the Board made further revisions to the proposed Code, which are reflected in the finalized Code appended to this Order.

In addition to the Code, this Order also establishes the following forms required pursuant to the Code:

- Guide – Purchasing Natural Gas in Manitoba;
- Annual Information Notice;
- Disclosure Statements;
- Rate Comparisons;
- Training Certificate; and
- Confirmation Letters.

### **3.0 Implications for Centra’s Fixed Rate Primary Gas Service**

#### **Non-Application of the Code of Conduct**

The Board notes that Centra is currently offering fixed-rate Primary Gas contracts, under Centra’s Fixed Rate Primary Gas Service, exclusively through direct mail channels as approved by the Board in Order 156/08. Centra’s conduct in offering fixed-rate, fixed term contracts is regulated pursuant to a separate document known as the Centra Gas Manitoba Inc. Fixed-Rate Primary Gas Service Standard of Conduct (“Standard of Conduct”). The Board established the Standard of Conduct in Order 19/09

following an extensive review into Centra's proposed offering of fixed-rate, fixed-term Primary Gas contracts in 2008.

Centra is the only Board-regulated utility in Manitoba that engages in fixed-rate sales of natural gas. Given the fact that Centra is a regulated utility and does not sell fixed-rate gas pursuant to door-to-door transactions, telemarketing or electronic means, the Board will not extend the Code established by this Order to Centra. Centra will therefore continue to be regulated by the Standard of Conduct.

The Board received comments from Just Energy that Centra should not be regulated on a more favourable basis than private industry and agrees with those comments. However, the Board notes that, unlike private marketers, Centra cannot currently expand the marketing channels of its fixed-rate offerings without prior approval of the Board. Centra has made no indication to the Board that it intends to expand into other marketing channels. If and when the Board is presented with such an application, the Board will consider what changes to the Standard of Conduct are warranted.

### **Required Changes to Centra's Fixed Rate Primary Gas Service**

Notwithstanding the non-application of the attached Code to Centra, the Board notes that the implementation of the Code requires several modifications to Centra's Fixed Rate Primary Gas Service offerings in order to avoid an unfair competitive advantage. Centra is therefore directed to, prior to or upon the coming into force of the Code:

- Stipulate in any new contract for Fixed-Rate Primary Gas Service with a customer who would be deemed to be a "Small-Volume Customer" pursuant to the attached Code that the contract may be cancelled by the customer at any time from the date of entering into the Contract until 30 days after the date of the first bill for Primary Gas under the contract;
- Obtain approval from the Board for any early cancellation fees stipulated in a contract for Fixed-Rate Primary Gas Service;

- Provide any customer to whom Centra is marketing Fixed-Rate Primary Gas Service and who would be deemed to be a “Small-Volume Customer” pursuant to the attached Code with a disclosure statement and rate comparison in the form appended as Appendices “G” and “K”, respectively, to this Order at the time such marketing activities are initiated by Centra;
- No earlier than the first day of September and no later than the fifteenth day of September of each year under a contract for Fixed-Rate Primary Gas Service for which the 30-Day cancellation period set out above has expired, provide any customer under such a contract who would be deemed to be a “Small-Volume Customer” pursuant to the attached Code with an Annual Information Notice in the form appended as Appendix “C” to this Order.

The Board will require Centra to file its amended form of contract for approval by the Board by October 1, 2015.

## **4.0 Training**

### **Training Certificates**

Section 14 of the new Code requires any salesperson wishing to carry on marketing of natural gas to small-volume customers, as defined in the Code, to be trained on the Code and, together with the applicable marketer, sign and file with the Board a certificate confirming that the salesperson has completed the training and understands the rules and obligations imposed by the code and the applicable laws. The prescribed form of certificate is attached to this Order.

The Board will establish a numbering convention for certificates that marketers are to use.

## **Training Materials**

Clause 14.2 of the new Code specifies that marketers shall develop training materials and a training curriculum, and, where marketers intend to market to small-volume customers, to submit the training curriculum and materials to the Board for approval.

Marketers that market to small-volume customers shall submit to the Board their entire training curriculum and training materials by the date specified in Schedule A of this Order.

## **5.0 Confirmation Letters**

Order 109/08 established confirmation letters that were to be sent by Centra upon notification from the marketer to Centra that the customer had entered into a contract with the marketer for the supply of Primary Gas.

With this Order, the Board amends the confirmation letters sent to customers that enter into Primary Gas contracts with marketers under the Western Transportation Service or under Centra's Fixed Rate Primary Gas Service.

Appended to this Order are confirmation letters that apply to:

- Small-volume customers contracting with a marketer;
- Small-volume customers contracting with a marketer after early termination of an existing contract with a marketer;
- Non-small-volume customers contracting with a marketer using Agency Billing and Collection service;
- Non-small-volume customers contracting with a marketer not using Agency Billing and Collection service;
- Small-volume customers contracting with Centra; and
- Non-small-volume customers contracting with Centra.

## **6.0 Rescission of 2008 Code and Ancillary Compliance Documents**

Order 109/08 approved, by way of seven appendices, not only the 2008 Code, but also ancillary compliance documents. All of the documents established by Order 109/08, including the 2008 Code, will be rescinded as of the date the new Code comes into force.

## **7.0 Summaries of Complaints**

Clause 16.2 of the new Code requires marketers to file summaries of any complaints received each quarter. The summary must be filed within 30 days of the end of each calendar quarter. The initial filing of this summary is required by April 30, 2016. Any marketers that received a complaint from a customer in the period January 1, 2016 to March 31, 2016 must file a summary of the complaint or complaints, whether or not the complaint or complaints have been satisfactorily resolved.

## **8.0 Implementation Timeline**

The Board recognizes that the Code established by this Order requires a transition period for marketers to revise their business procedures, create the materials required by the Code, file them with the Board where required, and obtain approval from the Board. Therefore, the new version of the Code will apply starting on January 1, 2016. In order to meet this implementation date, the following timeline is established.

Marketers intending to market to small-volume customers as of January 1, 2016 are to file the following documents on or before the dates specified in Schedule A to this Order:

- Proposed cancellation fee per clause 3.3 of the Code;
- Telephone scripts per clause 4.7 of the Code;
- The forms of Intent to Buy per clause 7.8 of the Code;
- The forms of Contract per clause 7.8 of the Code;

- Training materials per section 4.0 of this Order; and
- Marketing materials per clause 4.1(c)(iv) of the Code.

Marketers who wish to market to small-volume customers but who do not adhere to the implementation timelines in Schedule A may file the required materials at any time but will be subject to timelines for approval of the materials as set by the Board.

**9.0 IT IS ORDERED THAT:**

1. The Code of Conduct for Direct Purchase Natural Gas Transactions appended as **Appendix “A”** to this Order **BE AND HEREBY IS ESTABLISHED** and shall take effect on January 1, 2016.
2. The following forms of documents **BE AND HEREBY ARE PRESCRIBED** for purposes of the Code appended as Appendix “A” to this Order:
  - (a) The form appended as **Appendix “B”** is prescribed as the Guide – Purchasing Natural Gas in Manitoba required to be provided pursuant to clause 4.3 of the Code.
  - (b) The form appended as **Appendix “C”** is prescribed as the Annual Information Notice required to be provided pursuant to section 10.0 of the Code.
  - (c) The forms appended as **Appendices “D” - “G”** are prescribed as the Disclosure Statements required pursuant to section 8.0 of the Code for each of the following transactions:
    - (i) **Appendix “D”**: Door-to-Door Transactions;
    - (ii) **Appendix “E”**: Contracts resulting from Electronic communications;
    - (iii) **Appendix “F”**: Contracts resulting from Telemarketing;
    - (iv) **Appendix “G”**: Direct Mail Transactions.
  - (d) The forms appended as **Appendices “H” - “K”** are prescribed as the Rate Comparison templates required pursuant to section 8.0 of the Code for each of the following transactions:

- (i) **Appendix “H”:** Door-to-Door Transactions;
  - (ii) **Appendix “I”:** Contracts resulting from Electronic communications;
  - (iii) **Appendix “J”:** Contracts resulting from Telemarketing;
  - (iv) **Appendix “K”:** Direct Mail Transactions.
- (e) The form appended as **Appendix “L”** is established as the training completion certificate required pursuant to section 14.0 of the Code.
  - (f) The forms appended as **Appendices “M” - “R”** are prescribed as the Confirmation Letter templates to be sent to customers by Centra upon notification of a customer’s decision to switch Primary Gas suppliers.
3. Effective January 1, 2016, all documents established by Order 109/08 **BE AND HEREBY ARE RESCINDED.**
  4. Marketers intending to market to small-volume customers are to provide to the Board the documents and materials required by the Code no later than the dates set out in **Schedule A** to this Order.
  5. Centra is directed to, by no later than January 1, 2016:
    - (a) Stipulate in any new contract for Fixed-Rate Primary Gas Service with a customer who would be deemed to be a “Small-Volume Customer” pursuant to the attached Code that the contract may be cancelled by the customer at any time from the date of entering into the Contract until 30 days after the date of the first bill for Primary Gas under the contract;
    - (b) Obtain approval from the Board for any early cancellation fees stipulated in a contract for Fixed-Rate Primary Gas Service;

- (c) Provide any customer to whom Centra is marketing Fixed-Rate Primary Gas Service and who would be deemed to be a "Small-Volume Customer" pursuant to the attached Code with a disclosure statement and rate comparison in the form appended as Appendices "G" and "K", respectively, to this Order at the time such marketing activities are initiated by Centra; and
  - (d) No earlier than the first day of September and no later than the fifteenth day of September of each year under a contract for Fixed-Rate Primary Gas Service for which the 30-Day cancellation period set out above has expired, provide any customer under such a contract who would be deemed to be a "Small-Volume Customer" pursuant to the attached Code with an Annual Information Notice in the form appended as Appendix "C" to this Order.
6. Centra is directed to file its amended form of contract pursuant to Directive 5 above with the Board for approval by no later than October 1, 2015.

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Board decisions may be appealed in accordance with the provisions of Section 58 of *The Public Utilities Board Act*, or reviewed in accordance with Section 36 of the Board's Rules of Practice and Procedure. The Board's Rules may be viewed on the Board's website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).

THE PUBLIC UTILITIES BOARD

"RÉGIS GOSSELIN, B ès Arts, MBA, CGA"

Chair

"KURT SIMONSEN"

Acting Secretary

Certified a true copy of Order No. 65/15  
issued by The Public Utilities Board

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Acting Secretary

## **SCHEDULE A**

Marketers intending to conduct any Marketing within the meaning of the Code approved pursuant to this Order beyond January 1, 2016 shall provide the required documentation stipulated in the Code to the Board for approval by no later than the following dates:

Proposed cancellation fee per c.3.3 of the Code	October 1, 2015
Telephone scripts per c.4.7 of the Code	October 1, 2015
The forms of Intent to Buy per c.7.8 of the Code	October 1, 2015
The forms of Contract per c.7.8 of the Code	October 1, 2015
Training materials per s.4.0 of this Order	November 1, 2015
Marketing materials per c.4.1(c)(iv) of the Code	November 1, 2015

## **Appendix “A”**

**CODE OF CONDUCT  
FOR DIRECT PURCHASE NATURAL GAS TRANSACTIONS**

**June 2015**

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## **PURPOSE AND SCOPE**

This Code of Conduct for Direct Purchase Natural Gas Transactions sets out the minimum standards under which a natural gas Marketer may sell or Offer to sell Primary Gas to a Customer, or act as agent with respect to the sale or offering for sale of Primary Gas to a Customer.

The purpose of this Code is to foster and uphold a sense of responsibility to the Customer and the general public by all those engaged in the Marketing of Primary Gas in Manitoba.

This Code applies to all practices used in the Marketing, sale or offering for sale of Primary Gas to both residential and commercial Customers who are end-users of Primary Gas. Where the standards differ amongst classes of Customers based on the volume of Primary Gas they consume, it is noted.

This Code does not apply to the Marketing, sale or offering for sale of Primary Gas to parties who are not end-users of such Primary Gas, nor does it apply to sales of natural gas other than Primary Gas. This Code does not apply to the sale of natural gas pursuant to Centra's Transmission Service.

This Code is to be applied in spirit, as well as to the letter, bearing in mind the varying degrees of knowledge, experience, training, education, age and particular ability of Customers.

## **1.0 DEFINITIONS AND INTERPRETATION**

### **Definitions**

**1.1** The following definitions apply in this Code, unless stipulated otherwise.

**“Account Holder”**, in relation to a Premises, means the party or parties listed on the account of the Distributor and to whom the Distributor issues invoices for natural gas consumed at the Premises, regardless of whether the party or those parties are Customers of a Marketer.

**“Act”** means *The Public Utilities Board Act*, C.C.S.M., c. P280, as amended from time to time.

**“Annual Information Notice”** means an Annual Information Notice in the form approved by the Board and required under section 10.0 of this Code.

**“Approved Cancellation Fee”** means the maximum fee, penalty or charge that a Marketer may charge a Small-Volume Customer for cancelling a Contract in accordance with an order of the Board under clause 3.3 of this Code.

**“Board”** means The Public Utilities Board of Manitoba.

**“Business Day”** means any Day that is not a Saturday, Sunday or statutory holiday in the Province of Manitoba.

**“Centra Gas”** means Centra Gas Manitoba Inc., a wholly-owned subsidiary of Manitoba Hydro.

**“Code”** means this Code of Conduct for Direct Purchase Natural Gas Transactions.

**“Contract”** means an agreement between a Customer or Customers and a Marketer for the supply of Primary Gas to the Customer or Customers.

**“Customer”** means an Account Holder who consumes natural gas on their Premises

- (a) with whom a Marketer has entered into a Contract for the supply of Primary Gas; or
- (b) to whom the Marketer is Marketing.

**“Customer Information”** means information relating to a Customer that is obtained by a Marketer or its Salesperson from the Customer, and includes information obtained without the consent of the Customer.

**“Day”** means a calendar Day, unless otherwise indicated in this Code.

**“Direct Mail Transaction”** means a transaction initiated solely by a mailing of documents by a Marketer to a Customer, which mailing may be solicited or unsolicited by the Customer by mail, telephone, or Electronic communication.

**“Direct Purchase of Gas”** has the same meaning as under the Act.

**“Disclosure Statement”** means a Disclosure Statement in the form approved by the Board pursuant to section 8.0 of this Code.

**“Distributor”** means a person who owns or operates a distribution system for the purpose of delivering natural gas to Customers.

**“Door-to-Door Transaction”** means a transaction initiated by the attendance of a Salesperson at the Premises of a Customer, whether or not this attendance was solicited or unsolicited by the Customer.

**“Electronic”** means communication created, recorded, transmitted, or stored in digital form or in other intangible form by electronic, magnetic, or optical means or by any other means that has capabilities for creation, recording, transmission, or storage similar to those means. Electronic communication is primarily conducted over the internet and includes e-mail correspondence.

**“Intent to Buy”** means an Intent to Buy entered into under clause 7.7 of this Code.

**“Laws”** means the applicable legal requirements in effect in the Province of Manitoba imposed by federal, provincial, and municipal legislation, the courts, and any tribunals or governmental entities having jurisdiction over the matters governed by this Code.

**“Manitoba Hydro”** means the Manitoba Hydro-Electric Board.

**“Marketer”** means a person who is not a Distributor and who:

- (a) sells or Offers to sell Primary Gas to a Customer;
- (b) acts as the agent for a seller of Primary Gas to a Customer; or
- (c) acts or Offers to act as the agent for a Customer with respect to the purchase of Primary Gas.

For greater certainty, the term “Marketer” does not include Centra Gas.

**“Marketing”**, for the purpose of this Code, means any activity pertaining to the Direct Purchase of Gas for the purpose of soliciting or inducing a Customer to enter into an Intent to Buy or a Contract with a Marketer, including providing an Offer for the Customer’s consideration, and includes Door-to-Door Transactions, Direct Mail Transactions, Electronic or telephone communication with Customers, Telemarketing, advertising, and any other means by

which a Marketer or its Salesperson interacts with a Customer for the purpose of solicitation.

**“Offer”** means a proposal made to a Customer to enter into an Intent to Buy or a Contract in respect of the sale of Primary Gas.

**“Person”** includes an individual, partnership, association, corporation, trustee, executor, administrator or legal representative.

**“Premises”** means the building or property or portion of a building or property that is provided with natural gas through a single meter.

**“Primary Gas”** means natural gas received in Western Canada for transport to Manitoba by Centra Gas, whether or not the natural gas is supplied by Centra Gas or a marketer, and includes baseload or seasonal Western Canadian natural gas that is transported to Manitoba by others but excludes natural gas provided pursuant to Centra Gas’s T-Service program by which Centra Gas provides distribution services for natural gas owned by end users.

**“Rate”** means a determined amount of money in Canadian currency on a ¢/cubic metre basis of natural gas, plus any fees or charges to be paid by a Customer for the benefit of the Marketer.

**“Rate Comparison”** means the Primary Gas rate comparison information in the form approved from time to time by the Board pursuant to section 8.0 of this Code

- (a) that shows the Rate offered by the Marketer, the current variable Primary Gas rate charged by the Distributor at the time of Marketing and any other information that the Board may require; and
- (b) that is provided with the Disclosure Statement.

**“Salesperson”** means a person who is employed by or otherwise conducts Marketing on behalf of a Marketer, or makes

representations to a Customer on behalf of a Marketer, for the purpose of effecting sales of Primary Gas or entering into an Intent to Buy or a Contract with a Customer.

**“Small-Volume Customer”** means a Customer who, at the time the Customer enters into a Contract, used 5,000 cubic metres of natural gas or less in the preceding 12 months or, where consumption data for the preceding 12 months does not exist, is reasonably expected to use 5,000 cubic metres or less in the 12 months subsequent to entering into the Contract. Where a Contract applies to more than one Premises, the gas consumption for purposes of this definition is to be determined by adding the total consumption at all of the Premises to which the Contract applies.

**“Telemarketing”** means Marketing or selling conducted by a Marketer using the telephone, but excludes the initiation of a Direct Mail Transaction by a Customer using the telephone.

**“Third Party”**, with respect to a Marketer, means a person other than the Marketer, and includes other Marketers, agents, affiliates, Customers and other persons.

**“Written”** means communication through writing, facsimile, e-mail or any other means of written communication considered legally binding in the Province of Manitoba.

## **Interpretation**

- 1.2** Where a word or phrase is defined in this Code or the Act, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.
- 1.3** A reference to the Act made in this Code includes any regulations made under the Act.
- 1.4** Headings are for convenience only and do not affect the interpretation of this Code.

- 1.5** Words importing the singular include the plural and vice versa. Words importing a gender include any gender.
- 1.6** Where there is a reference to a number of Days between two events in this Code, the Days shall be counted by excluding the Day the first event happens and including the Day the second event happens.
- 1.7** The words “include” or “including” are not used, nor are they to be interpreted, as words of limitation.
- 1.8** A provision in this Code with the heading “Reader’s Aid” is included for convenience of reference only and does not form part of this Code.

## **2.0 LICENCE AND COMPLIANCE**

### **Licence**

- 2.1** Every Marketer operating in Manitoba must hold a valid licence issued by the Board under s.114 of the Act.

### **Compliance**

- 2.2** A Marketer must comply with all applicable provisions of the Act and this Code. Nothing in this Code affects the obligation of a Marketer or its Salespersons to comply with all applicable provincial and federal law.
- 2.3** A Marketer must ensure that its Salespersons adhere to the same standards required of the Marketer as set out in this Code.
- 2.4** The standards set out in this Code apply in addition to any other requirements imposed by Law.

### **Reader’s Aid**

*For provisions that apply only in respect of Small-Volume Customers, see clauses 3.3 and 3.4; clauses 4.1,; 4.7 and 4.8; section 5.0; section 7.0,*

*except for clause 7.29; section 8.0; clauses 9.1 - 9.4; section 10.0; subclauses 12.2(c)(i)-(iii), 12.2(d)(i)-(iii), 12.2(e)(i)-(iv) and 12.2(f)(i)-(ii), and clauses 14.3-14.5.*

### **3.0 AMENDMENT, EXEMPTIONS AND CANCELLATION FEES**

- 3.1** The Board may amend this Code from time to time.
- 3.2** The Board may grant an exemption to any provision of this Code. An exemption may be made in whole or in part, and may be subject to conditions or restrictions.
- 3.3** The amount of any fee, penalty or charge for cancelling a Contract stipulated in any form of Contract to be used for a Small-Volume Customer must be approved in advance by the Board.
- 3.4** Any interest rate or late fee stipulated in a form of Contract to be used for a Small-Volume Customer must be approved in advance by the Board.

### **4.0 FAIR MARKETING PRACTICES AND TELEPHONE SCRIPTS**

#### **Fair Marketing Practices**

- 4.1** When Marketing to a Small-Volume Customer, a Marketer or Salesperson must:
  - (a) At the commencement of Marketing to the Customer:
    - i) give the name of the Marketer and the Salesperson to the Customer;
    - ii) state that the Marketer is not associated with the Public Utilities Board, the Government of Manitoba, Manitoba Hydro or Centra Gas;
    - iii) if Marketing in a Door-to-Door Transaction:

- a. provide a business card to the Customer that meets the requirements of this Code; and
  - b. display an identification badge that meets the requirements of this Code;
- (b) Prior to an Intent to Buy or Contract being signed or agreed to by the Customer, state the Rate or Rates to be paid under any Offer or proposed Intent to Buy or Contract for the supply of Primary Gas and the term of any resulting Contract;
- (c) At all times:
  - i) not exert undue pressure on the Customer;
  - ii) provide sufficient time for the Customer to read thoughtfully and without interruption or harassment all documents provided prior to entering into a Contract; and
  - iii) not use print that because of its size or other visual characteristics is likely to impair the legibility or clarity of documents provided to the Customer;
  - iv) not issue, publish or distribute any Marketing materials to a Customer unless such Marketing materials have been pre-approved by the Board.

**4.2 When Marketing to any Customer, a Marketer or Salesperson must, at all times:**

- (a) provide only timely, accurate, verifiable, and truthful comparisons of Rates and services;
- (b) not mislead, provide untruthful or inaccurate information or otherwise create confusion in the mind of the Customer about the identity of the Marketer or its Salesperson, or use the

trademarks or identification marks of Manitoba Hydro, Centra Gas, the Public Utilities Board or the Government of Manitoba;

- (c) not make any representation or statement, give any answer or take any measure that is false or is likely to mislead the Customer;
- (d) not make any representations regarding Contracts, rights, or obligations unless those representations are contained in the Written or Electronic Contract;
- (e) not make any Offer or provide any promotional material to the Customer that is inconsistent with the Intent to Buy or Contract being offered to the Customer;
- (f) not induce the Customer to violate a Contract with another person; and
- (g) not exploit the age or lack of knowledge of Canada's official languages by the Customer or the Customer's apparent lack of understanding of an Offer or other documents provided to the Customer.

**4.3** A Marketer or Salesperson must provide a copy of the current version of the Guide – Purchasing Natural Gas In Manitoba to each Customer:

- (a) at the time the Intent to Buy is signed for Door-to-Door Transactions;
- (b) by mail or Electronic communication for Telemarketing sales or Direct Mail Transactions; or
- (c) by providing a prominent internet link that is accessible by the Customer prior to completing the contracting process through Electronic communication.

- 4.4** Notwithstanding clause 4.3, a Marketer or Salesperson need not provide a copy of the Guide – Purchasing Natural Gas in Manitoba to a Customer who, at the time the Customer’s Contract is entered into, used more than 50,000 cubic metres of natural gas in the preceding 12 months or, where consumption data for the preceding 12 months does not exist, is reasonably expected to use more than 50,000 cubic metres in the 12 months subsequent to entering into the Contract. Where a Contract applies to more than one Premises, the gas consumption for purposes of this clause is to be determined by adding the total consumption at all of the Premises to which the Contract applies.
- 4.5** If a Marketer’s advertising or Marketing materials contain representations about the nature, quality and price or rate of any Distributor’s or supplier’s service, the economy or the market price of natural gas, the Marketer must take reasonable and appropriate steps to ensure that such representations are timely, accurate, verifiable and truthful.
- 4.6** A Marketer must not enter into a Contract with a Customer that is inconsistent with the Offer made to the Customer leading to the Contract or the Intent to Buy signed by the Customer.

### **Telephone Scripts**

- 4.7** Before using a telephone script or any amendment to a script in Marketing Primary Gas to a Small-Volume Customer, the Marketer must submit the script or amendment to the Board for approval.
- 4.8** A Marketer must not use a telephone script or an amendment to the script in Marketing Primary Gas to a Small-Volume Customer unless the Board has pre-approved the script or amendment.

## **5.0 BUSINESS CARDS AND IDENTIFICATION BADGES**

- 5.1** A Marketer must ensure that every Salesperson that is acting on its behalf and that is Marketing to a Small-Volume Customer in a Door-to-Door Transaction provides the Small-Volume Customer with a business card that meets the requirements set out in clause 5.2 before making any representation to the Small-Volume Customer about the Marketer's products, services or business and before requesting any information about the Customer, including utility bills.
- 5.2** The business card must be clear and legible and include the following current information:
- (a) the name and address of the Marketer;
  - (b) the name of the Salesperson acting on behalf of the Marketer;
  - (c) the certificate number of the Salesperson issued by the Marketer in accordance with clause 14.3 hereof;
  - (d) the toll-free telephone number of the Marketer;
  - (e) the Marketer's website; and
  - (f) the e-mail address of the Marketer's customer service department.
- 5.3** A Marketer must ensure that every Salesperson that is acting on its behalf and that is Marketing to a Small-Volume Customer in a Door-to-Door Transaction at all times wears on the front of the Salesperson's outer clothing an identification badge that meets the requirements set out in clause 5.4.
- 5.4** The identification badge must be clear and legible and must meet the following requirements:
- (a) clearly identify that the Salesperson is acting on behalf of the Marketer;

- (b) include a photograph of the Salesperson's face that is no older than five years;
- (c) identify the Marketer;
- (d) identify the name of the Salesperson and the title or position of the Salesperson; and
- (e) contain an identification number for the Salesperson that the Marketer has issued for that purpose.

**5.5** All of the information set out in clause 5.4 must be shown on the same side of the identification badge, and must at all times be facing the Customer.

## **6.0 TESTIMONIALS AND ENDORSEMENTS**

**6.1** A Salesperson must not refer to any testimonial, endorsement or Customer experience that is:

- (a) not authorized in writing by the person quoted;
- (b) not truthful or unrelated to the experience of the person giving it;
- (c) obsolete or otherwise no longer applicable;
- (d) taken out of context; or
- (e) provided in any way likely to mislead the Customer.

**6.2** For the purpose of subclause 6.1(c), a testimonial, endorsement or customer experience is obsolete or otherwise no longer applicable if it is more than two years old.

## **7.0            SMALL-VOLUME CUSTOMERS: CONTRACT REQUIREMENTS**

### **Mandatory Contract Provisions**

- 7.1** A Marketer must ensure that each Contract the Marketer enters into with a Small-Volume Customer states the following information:
- (a) the name of the Customer;
  - (b) the duration of the Contract;
  - (c) the Premises to which the Contract applies;
  - (d) the Rate in Canadian currency in ¢/cubic metre;
  - (e) the terms of payment, including whether invoices will be provided by the Marketer or the Customer's Distributor and, where invoices will be provided by the Marketer, the type and frequency of bills the Customer will receive and their method of delivery, and to whom payment is to be made;
  - (f) that the Contract is for the supply of Primary Gas only and does not include charges for the transportation and distribution of natural gas;
  - (g) the name of the Customer's natural gas Distributor and that the Marketer is not associated with the Public Utilities Board, the Government of Manitoba, Manitoba Hydro or Centra Gas;
  - (h) the maximum timeframe after which the supply of Primary Gas is expected to begin;
  - (i) that the Customer is entitled to receive a copy of this Code from the Marketer;
  - (j) that, in respect of a Contract with a Customer resulting from a Door-to-Door Transaction, the Contract is not valid unless:

- i) the Customer signs an Intent to Buy, Disclosure Statement and Rate Comparison before the Customer enters into the Contract,
  - ii) the Marketer provides a signed copy of the Intent to Buy, Disclosure Statement and Rate Comparison to the Customer immediately after each of the documents is signed,
  - iii) no sooner than 48 hours after the Customer signs the Intent to Buy, the Marketer provides two copies of the Contract to the Customer for signature, and
  - iv) no sooner than 48 hours after the Customer signs the Intent to Buy, the Customer provides a signed copy of the Contract to the Marketer by mail, facsimile, Electronic communication or personal delivery;
- (k) that, in respect of a Contract resulting from Telemarketing, the Contract is not valid unless:
- i) the Customer confirms that he or she has had explained, understands and agrees to the Intent to Buy and confirms the Disclosure Statement and Rate Comparison before the Customer enters into the Contract,
  - ii) the Marketer provides to the Customer a copy of the agreed-to Intent to Buy, the confirmed Disclosure Statement and confirmed Rate Comparison by mail, facsimile, Electronic communication or personal delivery,
  - iii) no sooner than 48 hours after the Customer agrees to the Intent to Buy, the Marketer provides two copies of the Contract to the Customer for signature, and
  - iv) no sooner than 48 hours after the Customer agrees to the Intent to Buy, the Customer provides a signed copy of the

Contract to the Marketer by mail, facsimile, Electronic communication or personal delivery;

- (l) that, in respect of a Contract resulting from Electronic communication, the Contract is not valid unless:
  - i) the Customer confirms that he or she has read, understands and agrees to the Intent to Buy and confirms the Disclosure Statement and Rate Comparison before the Customer enters into the Contract,
  - ii) the Customer has an opportunity to save or print a copy of the Intent to Buy, confirmed Disclosure Statement and confirmed Rate Comparison,
  - iii) a copy of the Intent to Buy, confirmed Disclosure Statement and confirmed Rate Comparison have been provided to the Customer by Electronic communication;
  - iv) no sooner than 48 hours after the customer agrees to the Intent to Buy, the Marketer provides the Contract to the Customer by Electronic communication; and
  - v) no sooner than 48 hours after the Customer agrees to the Intent to Buy, the Customer agrees to the Contract by Electronic communication;
- (m) that, in respect of a Contract resulting from a Direct Mail Transaction, the Contract is not valid unless:
  - i) the Customer is provided with two copies of the Disclosure Statement, Rate Comparison, and Contract, and
  - ii) the Customer signs and returns a copy of the Disclosure Statement, Rate Comparison, and Contract to the

Marketer by mail, facsimile, Electronic communication or personal delivery;

- (n) how to make a complaint to or inquiry of the Marketer and how to access the Customer dispute resolution process described in section 16.0 of this Code;
- (o) details of the right of the Customer to unconditionally cancel the Contract, as set out in clause 7.3 of this Code (*30-Day cancellation period*);
- (p) that the Contract is automatically terminated in the event that the Customer sells or permanently moves from the Premises to which Primary Gas is supplied under the Contract as set out in clause 7.4 of this Code (*sale or permanent move from the Premises*);
- (q) details of the right of the Customer to unconditionally cancel the Contract, as set out in clause 7.5 of this Code (*Marketer violation of the Act, this Code or licence*);
- (r) details of the right of the Customer to cancel the Contract as set out in clause 7.6 of this Code (*cancellation at any time*);
- (s) the reasons for which the Contract may be terminated by the Marketer;
- (t) whether the Contract can be transferred or assigned to another Marketer;
- (u) the Approved Cancellation Fee;
- (v) whether interest or late charges in respect of the Contract, if any, will be levied by the Marketer or the Customer's Distributor, and if interest or late charges will be levied by the Marketer, the method of calculating such interest or late charges;

- (w) the nature and amount of any other charges payable to the Marketer under the Contract; and
- (x) the Marketer's toll-free telephone number and e-mail address, and the telephone number and e-mail address of the Board.

- 7.2** A Contract with a Small-Volume Customer must clearly indicate on the front page of the Contract the information in subclauses 7.1(a), (b), (c), (d), (f), (g), (o), (u), (w), and (x).
- 7.3** A Contract with a Small-Volume Customer must include a provision that permits the Customer to unconditionally, and without any cancellation fees, penalties or charges, cancel the Contract at any time from the date of entering into the Contract until 30 Days after the date of the first bill for Primary Gas under the Contract.
- 7.4** A Contract with a Small-Volume Customer must include a provision that provides that if the Customer sells or permanently moves from the Premises to which Primary Gas is supplied under the Contract, the Contract is automatically terminated and the Customer is not subject to any cancellation fees, penalties or charges.
- 7.5** The following cancellation rights apply to any Contract with a Small-Volume Customer:
  - (a) A Contract with a Small-Volume Customer must include a provision that permits the Customer to unconditionally, and without any cancellation fees, penalties or charges, cancel the Contract if the Marketer violates or is found by the Board to be in violation of the Act or any terms and conditions of the licence granted to the Marketer under section 114 of the Act or this Code.
  - (b) The right of cancellation under subclause (a) applies to any Small Volume Customer affected by the violation, and may, at

the discretion of the Board, apply to other Small-Volume Customers affected in a similar manner.

- 7.6** A Contract with a Small-Volume Customer must include a provision that permits the Customer to cancel the Contract at any time and without cause.

### **Other Requirements with respect to Small-Volume Customer Contracts**

- 7.7** A Marketer must not enter into a Contract with a Small-Volume Customer in a Door-to-Door Transaction, by Telemarketing or by Electronic communication, but may enter into an Intent to Buy and, for that purpose, obtain all relevant information from the Customer required to enter into a Contract. An Intent to Buy must contain a summary of the terms of the anticipated Contract, including all information required to be contained in Contracts under clause 7.1.
- 7.8** The form of an Intent to Buy or a Contract, and any amendment to an Intent to Buy or a Contract used in respect of a Small-Volume Customer, must be pre-approved by the Board.
- 7.9** A Marketer soliciting a Small-Volume Customer in a Door-to-Door Transaction, by Telemarking, or by Electronic communication must not Offer an Intent to Buy to the Small-Volume Customer unless the Intent to Buy is accompanied by
- (a) a Disclosure Statement in the applicable current form approved by the Board; and
  - (b) a Rate Comparison in the applicable current form approved by the Board.
- 7.10** A Marketer soliciting a Small-Volume Customer in a Direct Mail Transaction must not offer a Contract to the Small-Volume Customer unless the Contract is accompanied by

- (a) a Disclosure Statement in the applicable current form approved by the Board; and
- (b) a Rate Comparison in the applicable current form approved by the Board.

**7.11** Where a Small-Volume Customer enters into an Intent to Buy in a Door-to-Door Transaction, the Marketer must provide the following documents to the Customer during the Door-to-Door Transaction:

- (a) a signed copy of the Intent to Buy, Disclosure Statement and Rate Comparison immediately after each document is signed; and
- (b) the current version of the Guide – Purchasing Natural Gas in Manitoba.

**7.12** Where a Small-Volume Customer enters into an Intent to Buy as a result of Telemarketing, the Marketer must provide the Customer with the following documents by mail, facsimile, or Electronic communication:

- (a) a copy of the agreed-to Intent to Buy;
- (b) a copy of the confirmed Disclosure Statement;
- (c) a copy of the confirmed Rate Comparison; and
- (d) the current version of the Guide – Purchasing Natural Gas in Manitoba; and

**7.13** Where a Small-Volume Customer enters into an Intent to Buy as a result of Electronic communication, the Marketer must permit the Customer to save or print the following documents, as well as provide them to the Customer by Electronic communication:

- (a) a copy of the agreed-to Intent to Buy;

- (b) a copy of the confirmed Disclosure Statement;
- (c) a copy of the confirmed Rate Comparison; and
- (d) the current version of the Guide – Purchasing Natural Gas in Manitoba.

**7.14** Upon obtaining an Intent to Buy from a Small-Volume Customer, a Marketer must wait a minimum of 48 hours after the Customer has entered into or agreed to the Intent to Buy, as the case may be, to provide the Customer with the Contract.

**7.15** A Contract with a Small-Volume Customer that was initiated as a result of:

- (a) a Door-to-Door Transaction, Telemarketing or Direct Mail Transaction, does not take effect until the Customer signs the Contract and provides a signed copy of the Contract to the Marketer by mail, facsimile, Electronic communication or personal delivery, and
- (b) Electronic communication does not take effect until the Customer agrees to the Contract through Electronic communication and is provided with a copy of the agreed-to Contract through Electronic communication.

**7.16** A Marketer must provide a Small-Volume Customer entering into a Contract through Electronic communication with a mechanism to print or save the Contract, the agreed-to Intent to Buy, confirmed Disclosure Statement and confirmed Rate Comparison in a standard digital format such as a portable document format (pdf).

**7.17** A Marketer's Rate for a Small-Volume Customer must remain fixed for the duration of the Contract and must not be changed as long as the Contract remains in effect.

- 7.18** A Marketer must not enter into a Contract with a Small-Volume Customer that has a term in excess of five years.
- 7.19** A Marketer must not provide or offer to provide directly or indirectly any gift, premium, prize or other incentive or benefit to a Small-Volume Customer to induce the Customer to enter into a Contract. The Board shall use its discretion to determine what constitutes a gift, premium, prize or other incentive or benefit.
- 7.20** A Marketer must cancel a Contract with a Small-Volume Customer without fees, penalties or charges if the Customer gives a notice of cancellation under any of the Contract provisions required under clauses 7.3 and 7.5.
- 7.21** A Small-Volume Customer may give a notice of cancellation of a Contract in any of the following ways:
- (a) by giving notice of cancellation to the Marketer by telephone;
  - (b) by giving Written notice of cancellation to the Marketer;
  - (c) in person;
  - (d) by ordinary or registered mail to the address specified in the Contract;
  - (e) by facsimile to the facsimile number specified in the Contract, or
  - (f) by e-mail to the Marketer's e-mail address provided in the Contract.
- 7.22** A notice of cancellation in respect of a Contract with a Small-Volume Customer is deemed to be given to the Marketer on the date of
- (a) receipt by the Marketer of the telephone call from the Small-Volume Customer cancelling the Contract;

- (b) the Electronic date stamp of the e-mail from the Small-Volume Customer cancelling the Contract;
- (c) the transmittal of the notice cancelling the Contract, if the notice is sent by facsimile;
- (d) the Day that is five Days after the postmark on the letter from the Small-Volume Customer cancelling the Contract, if the notice is sent by ordinary mail; or
- (e) the delivery to the Marketer of the notice cancelling the Contract, if the notice is delivered in person or sent by registered mail.

**7.23 If a Small-Volume Customer cancels a Contract**

- (a) by giving a notice of cancellation by telephone, the Marketer must record the telephone call and promptly provide Written confirmation of the cancellation to the Customer by mail, facsimile or Electronic communication;
- (b) by giving notice of cancellation by facsimile or e-mail, the Marketer must promptly provide Written confirmation of the cancellation to the Customer by mail, facsimile or Electronic communication;
- (c) by personally delivering a notice of cancellation, the Marketer must immediately provide Written confirmation of the cancellation to the Customer; or
- (d) by giving a notice of cancellation by ordinary or registered mail, the Marketer must promptly provide Written confirmation of the cancellation to the Customer by mail, facsimile or Electronic communication.

- 7.24** A Marketer must inform the Small-Volume Customer's Distributor of the cancellation of a Contract within 10 Business Days after the Customer gives notice of cancellation to the Marketer.
- 7.25** A cancellation of a Small-Volume Customer's Contract takes effect on the Day that notice of cancellation is given in accordance with clause 7.22 or on the Day that the Customer and the Marketer agreed to.
- 7.26** If a Small-Volume Customer cancels a Contract under clause 7.3, the Distributor must adjust any bill for Primary Gas consumed under the Contract by recalculating the amount owing based on the Distributor's variable Primary Gas rates applicable at the time the Primary Gas was consumed.
- 7.27** If a Small-Volume Customer cancels a Contract other than under clause 7.3 and the Customer consumes Primary Gas after the date the cancellation takes effect, the Distributor must adjust any bill for any Primary Gas consumed after the cancellation takes effect by recalculating the amount owing based on the Distributor's variable Primary Gas rates applicable from the date the cancellation takes effect.
- 7.28** In circumstances where this Code does not prohibit a Marketer from charging a fee, penalty or charge for cancelling a Contract, the maximum fee, penalty or charge that the Marketer may charge a Small-Volume Customer who cancels a Contract is the Marketer's Approved Cancellation Fee for each year, or part of a year, remaining on the Contract.
- 7.29** A Marketer must not assign, sell, or otherwise transfer the administration of a Contract with a Customer to another person unless that person holds a licence issued under section 114 of the Act. Within 60 Days after an assignment, sale or transfer of the administration of a Contract, the new Marketer must send to any affected Customer a notice of assignment, which includes the new

Marketer's address for service, its e-mail address and telephone and facsimile numbers.

- 7.30** With respect to a Small-Volume Customer, a notice of assignment under clause 7.29 must advise the Small-Volume Customer that, within 30 Days from date the Small-Volume Customer receives the notice, the Small-Volume Customer may cancel the Contract by giving notice of cancellation to the new Marketer in accordance with clause 7.21.
- 7.31** A Marketer must notify the Board of any assignment, sale or transfer of a Contract with a Small-Volume Customer within 10 Days after the assignment, sale or transfer.
- 7.32** A Contract with a Small-Volume Customer may not be renewed or extended. A Contract may be terminated prior to the expiration of its term with the consent of the parties and a new Contract may be entered into immediately after the termination. All of the provisions of this Code, except as provided in clause 7.3, apply in respect of the new Contract.
- 7.33** If a Contract is terminated early and a new Contract is entered into in accordance with clause 7.32, the Small-Volume Customer may cancel the new Contract at any time from the date of entering into the new Contract until 30 Days after the date of the first bill for Primary Gas under the new Contract. The maximum fee, charge or penalty that a Marketer may charge the Small-Volume Customer is the Marketer's Approved Cancellation Fee for each year, or part of a year, that would have been remaining under the former Contract at the time of its cancellation.
- 7.34** If a Contract is terminated early and a new Contract is entered into in accordance with clause 7.32, the maximum fee, charge or penalty that a Marketer may charge the Small-Volume Customer who cancels the new Contract in accordance with clause 7.6 after the 30-Day period referred to in clause 7.33 is the Marketer's Approved

Cancellation Fee for each year, or part of a year, remaining under the new Contract.

## **8.0            SMALL-VOLUME CUSTOMERS: DISCLOSURE STATEMENT AND RATE COMPARISON**

- 8.1** Where a Disclosure Statement is required under this Code, the Marketer must use the applicable current Disclosure Statement approved by the Board.
- 8.2** Where a Rate Comparison is required under this Code, the Marketer
  - (a) must use the applicable current Rate Comparison template approved by the Board;
  - (b) must not alter or redact the contents of the template other than to include details of the Marketer's contract Rate offer and such other information as is required by the instructions contained in the template;
  - (c) must complete the template in accordance with the instructions contained in the template; and
  - (d) must provide accurate, verifiable and truthful information when completing the template.
- 8.3** If the Disclosure Statement and Rate Comparison are not available from the Board in the language of the Small-Volume Customer, the Marketer may provide a translation of the Board-approved Disclosure Statement and Rate Comparison provided that the translation is true, accurate and complete.
- 8.4** A Marketer must not include in the Rate Comparison any statements of a promotional nature about the products, services or business of the Marketer.

## **9.0 TRANSFER REQUESTS**

- 9.1** In respect of a valid Contract resulting from a Door-to-Door Transaction, a Marketer must not submit a request to a Distributor for a change of Primary Gas supply for a Small-Volume Customer to that Marketer or to supply Primary Gas to a Small-Volume Customer under the Contract unless
- (a) in accordance with the provisions of this Code, the Customer has been provided with a copy of the signed Intent to Buy, signed Disclosure Statement, and signed Rate Comparison; and
  - (b) the Marketer has received a signed copy of the Contract from the Customer.
- 9.2** In respect of a valid Contract resulting from Telemarketing, a Marketer must not submit a request to a Distributor for a change of Primary Gas supply for a Small-Volume Customer to that Marketer or to supply Primary Gas to a Small-Volume Customer under the Contract, unless
- (a) in accordance with the provisions of this Code, the Customer has been provided with a copy of the agreed-to Intent to Buy, confirmed Disclosure Statement, confirmed Rate Comparison; and
  - (b) the Marketer has received a signed copy of the Contract from the Customer.
- 9.3** In respect of a valid Contract resulting from Electronic communication, a Marketer must not submit a request to a Distributor for a change of Primary Gas supply for a Small-Volume Customer to that Marketer or to supply Primary Gas to a Small-Volume Customer under the Contract, unless in accordance with the provisions of this Code the Customer has been provided with a copy of the agreed-to

Intent to Buy, confirmed Disclosure Statement, confirmed Rate Comparison and agreed-to Contract through Electronic Communication.

- 9.4** In respect of a valid Contract resulting from a Direct Mail Transaction, a Marketer must not submit a request to a Distributor for a change of Primary Gas supply for a Small-Volume Customer to that Marketer or to supply Primary Gas to a Small-Volume Customer under the Contract unless
  - (a) in accordance with the provisions of this Code, the Customer has been provided with a duplicate copy of the Contract, Disclosure Statement, and Rate Comparison; and
  - (b) the Marketer has received a signed copy of the Contract, Disclosure Statement and Rate Comparison from the Customer.
- 9.5** A Marketer must not submit a request to a Distributor for a change of Primary Gas supply for a Customer other than a Small-Volume Customer to that Marketer or to supply Primary Gas to a Customer under a valid Contract unless in accordance with the provisions of this Code the Marketer has provided a copy of the signed Contract to the Customer.
- 9.6** A Marketer shall not submit a request to a Distributor for a change of Primary Gas Supply for any Customer in the absence of a valid Contract between the Customer and the Marketer.
- 9.7** In submitting a request for a change of Primary Gas supply to the Distributor, the Marketer represents and warrants to the Distributor that the request is made based on a valid Contract.

## **10.0            SMALL-VOLUME CUSTOMERS: ANNUAL INFORMATION NOTICE**

**10.1** No earlier than the first Day of September and no later than the fifteenth Day of September of each year under a Contract for which the 30-Day cancellation period set out in clause 7.3 or clause 7.33, as the case may be, has expired, the Marketer must give the Small-Volume Customer an Annual Information Notice that includes the following:

- (a) the name of the Marketer;
- (b) the name of the Customer;
- (c) the Premises to which the Contract applies;
- (d) the date that the Customer entered into the Contract;
- (e) the date of first Primary Gas flow under the Contract;
- (f) the date the Contract expires;
- (g) the length of time remaining on the Contract;
- (h) the Rate reflected in the Contract and the Distributor's current variable quarterly Primary Gas rate approved by the Board;
- (i) the Contract cancellation rights and obligations of the Customer;
- (j) the Marketer's contact information; and
- (k) such other information that the Board may from time to time require.

**10.2** In meeting the requirements under clause 10.1, the Marketer

- (a) must use the applicable current Annual Information Notice template approved by the Board;

- (b) must not alter or redact the contents of the template other than to include the information required by the instructions contained in the template;
- (c) must complete the template in accordance with the instructions contained in the template;
- (d) must provide accurate, verifiable and truthful information when completing the template; and
- (e) may use Canada Post's lettermail, registered mail, facsimile or Electronic communication to provide the Annual Information Notice to Customers.

## **11.0 CONTRACT WITH ACCOUNT HOLDER ONLY**

- 11.1** A Marketer must not enter into a Contract for the supply of Primary Gas to a Premises other than with the Account Holder for the Premises.
- 11.2** Where the Marketer enters into a Contract for the supply of Primary Gas for a Premises for which there is more than one Account Holder, the Contract must be entered into with each of the Account Holders for the Premises.
- 11.3** Where a Marketer enters into a Contract for the supply of Primary Gas for more than one Premises, the Contract must be entered into with each of the Account Holders for all of the applicable Premises.

## **12.0 INFORMATION TO BE KEPT BY MARKETERS**

- 12.1** A Marketer must keep the following information as long as the Marketer is licensed by the Public Utilities Board in Manitoba:
  - (a) a list of Salespersons, agents, contractors and subcontractors who act or who have acted for the Marketer and the dates of their employment or engagement;

- (b) a list of all of the Marketer's active Customers who have entered into Contracts; and
- (c) a log of cancellation requests, confirmations provided to Customers and the name and identification number of the representative who accepted the request for cancellation.

**12.2** For each Customer that has entered into a Contract with a Marketer, the Marketer must retain the following information throughout the duration of the Contract and for a period of one year after completion or termination of the Contract:

- (a) permission from the Customer to submit a request to a Distributor to allow the Marketer to supply Primary Gas or arrange the Primary Gas supply to the Customer;
- (b) permission from the Customer to purchase Primary Gas from the Marketer or for the Marketer to purchase Primary Gas as agent for the Customer;
- (c) in respect of a Contract resulting from a Door-to-Door Transaction,
  - i) a copy of the complete Intent to Buy bearing the Customer's signature (*applicable to Small-Volume Customers only*),
  - ii) a copy of the Disclosure Statement bearing the Customer's signature (*applicable to Small-Volume Customers only*),
  - iii) a copy of the Rate Comparison bearing the customer's signature (*applicable to Small-Volume Customers only*), and
  - iv) a copy of the complete Contract bearing the Customer's signature;

- (d) in respect of a Contract resulting from Telemarketing,
  - i) a copy of the agreed-to Intent to Buy (*applicable to Small-Volume Customers only*),
  - ii) a copy of the confirmed Disclosure Statement (*applicable to Small-Volume Customers only*),
  - iii) a copy of the confirmed Rate Comparison (*applicable to Small-Volume Customers only*),
  - iv) a copy of the complete Contract bearing the Customer's signature, and
  - v) a complete recording of the telephone call between the Customer and the Marketer;
- (e) in respect of a Contract resulting from Electronic communication,
  - i) a copy of the agreed-to Intent to Buy (*applicable to Small-Volume Customers only*),
  - ii) a copy of the confirmed Disclosure Statement (*applicable to Small-Volume Customers only*),
  - iii) a copy of the confirmed Rate Comparison (*applicable to Small-Volume Customers only*);
  - iv) the electronic record evidencing the Customer's confirmation of the Disclosure Statement and Rate Comparison (*applicable to Small-Volume Customers only*); and
  - v) the electronic record evidencing the Customer's agreement to the Contract.

- (f) in respect of a Contract resulting from a Direct Mail Transaction,
  - i) a copy of the Disclosure Statement bearing the Customer's signature (*applicable to Small-Volume Customers only*),
  - ii) a copy of the Rate Comparison bearing the customer's signature (*applicable to Small-Volume Customers only*), and
  - iii) a copy of the complete Contract bearing the Customer's signature; and
- (g) where a Customer cancels a Contract over the telephone, a complete recording of the telephone call between the Customer and the Marketer.

**12.3** A Marketer must, on the request of the Board, provide to the Board any of the information required to be kept under clauses 12.1 and 12.2 within 48 hours of the Board's request.

## **13.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

**13.1** A Marketer must not disclose the Customer Information of a Customer to a Third Party other than the Board without the prior Written consent of the Customer, except where the Customer Information is required to be disclosed for the following purposes:

- (a) billing or natural gas supply management purposes;
- (b) law enforcement purposes;
- (c) the purpose of complying with a statute or regulation, or an order of a court or tribunal; or
- (d) where past due accounts are processed by the Marketer as opposed to the Customer's Distributor, for the purpose of

processing past due accounts of the Customer that the Marketer has provided to a debt collection agency.

- 13.2** Despite clause 13.1, Customer Information may be disclosed if the Customer Information has been sufficiently aggregated such that an individual's Customer Information cannot reasonably be ascertained.
- 13.3** A Marketer must inform a Customer of the conditions under clause 13.1 under which the Customer Information may be disclosed to a Third Party without the Customer's Written consent at the time the Marketer enters into a Contract with the Customer.
- 13.4** A Marketer must not use Customer Information obtained for purposes of Marketing Primary Gas to the Customer for any other purpose without the Customer's prior Written consent.

## **14.0 TRAINING AND PRODUCT KNOWLEDGE**

- 14.1** A Marketer must ensure that the Marketer's employees, agents and contractors have sufficient knowledge and training so as to be able to comply with this Code and all other applicable legislative requirements.

### **Training of Salespersons**

- 14.2** All Marketers shall develop a training curriculum and training materials for Salespersons conducting Marketing on their behalf and provide this training to their Salespersons. The training curriculum and training materials shall include a portion dealing with the rules and obligations imposed on Salespersons and Marketers pursuant to this Code and the applicable Laws. Where the Marketer and Salespersons intend on Marketing to Small-Volume Customers, the training curriculum, training materials, and any amendments to the curriculum or materials shall be submitted to the Board for approval prior to their use.

- 14.3** No Salesperson shall engage, and no Marketer shall allow a Salesperson of that Marketer to engage, in any Marketing to a Small-Volume Customer unless:
- (a) The Marketer has trained the Salesperson on the rules and obligations imposed by this Code and applicable Laws in accordance with the training materials and the training curriculum approved by the Board pursuant to clause 14.2 hereof; and
  - (b) The Salesperson and the Marketer have signed, and filed with the Board, a certificate in a form prescribed by the Board confirming that the Salesperson has completed the training required by subclause 14.3(a) and understands the rules and obligations imposed by this Code and the applicable Laws.
- 14.4** Any certificate filed pursuant to subclause 14.3(b) shall bear a unique identification number assigned by the Marketer pursuant to the numbering scheme prescribed by the Board from time to time, and only one such number shall be assigned to any individual Salesperson by a Marketer concurrently.
- 14.5** A certificate under subclause 14.3(b) is valid for a period of two years from the date it is issued and may not be renewed, but a Salesperson may at any time obtain, and the Marketer may file with the Board, a new certificate based on the successful re-completion of a training seminar delivered under subclause 14.3(a). Any such certificate shall retain the unique certificate number assigned pursuant to clause 14.4.

## **15.0 GOVERNING LAW**

- 15.1** All Contracts must be governed by the laws of the Province of Manitoba and must contain a statement to that effect.

**15.2** Notwithstanding clause 15.1, a Contract need not be governed by the laws of the Province of Manitoba if the Contract is with a Customer who, at the time the Contract is entered into, used more than 50,000 cubic metres of natural gas in the preceding 12 months or, where consumption data for the preceding 12 months does not exist, is reasonably expected to use more than 50,000 cubic metres in the 12 months subsequent to entering into the Contract. Where a Contract applies to more than one Premises, the gas consumption for purposes of this clause is to be determined by adding the total consumption at all of the Premises to which the Contract applies.

## **16.0 DISPUTE RESOLUTION PROCESS**

### **Complaints by Customers: Where Contract Offered or Entered Into**

- 16.1** A Customer who has entered into a Contract with a Marketer or to whom a Marketer was Marketing may make a complaint to the Marketer or the Board Secretary in respect of Marketing by or on behalf of the Marketer, the conduct of the Marketer's Salespersons, the Contract the Customer has with the Marketer, or any other matter relating to this Code.
- 16.2** Where during any quarter of a calendar year a Marketer receives one or more complaints pursuant to clause 16.1 hereof pertaining to any matters governed by this Code, the Marketer shall file a quarterly summary of any such complaints received by the Marketer and the resolution of such complaints with the Board no later than 30 Days after the expiry of each quarter of the calendar year.
- 16.3** If a complaint by a Customer under clause 16.1 is first made to the Marketer, the Marketer must promptly and in good faith investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the Customer, the Marketer must inform the Customer that the complaint may be made to the Board Secretary and provide the Customer with

the telephone number, mailing address, and e-mail address of the Board Secretary.

**16.4** If a complaint made to a Marketer is not resolved to the satisfaction of the Customer and the Customer subsequently makes a complaint to the Board Secretary, or if a complaint is made to the Board Secretary directly, the Board Secretary may take the following actions with respect to the complaint:

- (a) investigate the complaint and assist in the resolution of the complaint between the Customer and the Marketer;
- (b) as part of a resolution reached under subclause 16.4(a), require the Marketer to pay the Board's costs in respect of the investigation;
- (c) dismiss the complaint if the Board Secretary is satisfied that the complaint is trivial or vexatious, or that there is insufficient or no evidence of a contravention of this Code; or
- (d) refer the complaint to the Board.

**16.5** Within 14 Days after the Board Secretary dismisses a complaint pursuant to subclause 16.4(c) or refers a complaint to the Board pursuant to subclause 16.4(d), the Board Secretary must provide Written notification to the complainant and the Marketer of such action having been taken.

**16.6** Within 30 Days of having been notified that the Board Secretary has dismissed a complaint pursuant to subclause 16.4(c), the complainant may apply to the Board for a review of the dismissal. An application for review must be Written and state reasons for the review being sought. The Board Secretary shall refer the application for review to the Board.

**16.7** Where the Board receives a complaint through referral from the Board Secretary pursuant to subclause 16.4(d) or through a request to review a dismissal pursuant to clause 16.6, the Board may:

- (a) dismiss the complaint or affirm the dismissal of the complaint by the Board Secretary if the Board is satisfied that the complaint is trivial or vexatious, or that there is insufficient or no evidence of a contravention of this Code;
- (b) further investigate the complaint and assist in the resolution of the complaint between the Customer and the Marketer;
- (c) as part of a resolution reached under subclause 16.4(b), require the Marketer to pay the Board's costs in respect of the investigation; or
- (d) require a Written or oral hearing of the complaint, in which case the Board shall advise both the complainant and the Marketer of the procedure for the hearing process and, in the case of an oral hearing, the time, date, and location of the hearing.

**16.8** Clauses 16.9 to 16.12 apply to a hearing of a complaint by the Board.

### **Board Hearing, Remedies and Penalties**

**16.9** The Board will establish the process for gathering evidence and hearing the complaint, including whether the hearing will be Written or oral. If the Board establishes an oral hearing, the Customer or Marketer may attend the Board hearing into the complaint in person or participate by telephone conference or such other technology that allows for simultaneous communication between several parties. At the hearing, the Customer presents its complaint first and the Marketer may respond.

**16.10** After hearing the Customer's complaint and the Marketer's response, and the response to any follow-up questions addressed to either

party, the Board shall determine if the Marketer has contravened this Code.

**16.11** If the Board determines that the Marketer has not contravened this Code, the Board must dismiss the complaint.

**16.12** If the Board determines that the Marketer or its Salesperson has contravened this Code, the Board may impose any or all of the following remedies or penalties for each contravention:

- (a) reprimand the Marketer;
- (b) cancel a Contract, with or without fees, penalties or other charges;
- (c) instruct the Marketer to advise the Customer or any group of Customers affected in a similar manner that they may cancel their Contract without fees, penalties or other charges and be returned to purchasing their Primary Gas from the Distributor;
- (d) levy such fees or charges against the Marketer as set by the Board;
- (e) impose a penalty in accordance with section 55 of the Act;
- (f) suspend or cancel the Marketer's licence;
- (g) suspend or cancel a Salesperson's right to carry on any Marketing in Manitoba where the contravention was the result of the actions or omissions of the Salesperson;
- (h) publish the Board's findings in respect of the contravention and the nature of the remedies and penalties imposed; and
- (i) such further and other remedies as are available to the Board pursuant to applicable Laws.

## **Complaints by Other Parties**

**16.13** Any person, regardless of whether the person is an Account Holder or a Customer of a Marketer, may make a complaint to the Marketer or to the Board Secretary that a Marketer has failed to comply with this Code.

**16.14** Clauses 16.3 to 16.7 and 16.9 to 16.12 apply, with necessary changes, to a complaint under clause 16.13.

## **General**

**16.15** Where any complaint has been resolved with the assistance of the Board Secretary under subclause 16.4(a) or the Board under subclause 16.7(b), the Marketer must implement the resolution immediately and provide Written confirmation of the resolution and implementation to the Board Secretary.

**16.16** Any determination made by the Board under section 16 does not affect, determine, limit or exclude any legal rights or remedies possessed by a Customer, a Marketer or any other person arising from any matter existing between them.

## **Board-Initiated Inquiries**

**16.17** Where the Board is of the view that a Marketer or its Salesperson may have contravened this Code, the Board may initiate a written or oral inquiry into the Marketer's activities and require the Marketer to answer such information requests as the Board may ask, furnish such documents as the Board may request, and produce such officers, directors, employees and independent Salespersons to testify as the Board may summon. The procedure for such inquiries shall follow the Board's Rules of Practice and Procedure, and the Marketer shall be responsible for the Board's cost of conducting the inquiry. If, upon the conclusion of the inquiry, the Board determines that the Marketer has

contravened this Code, the Board may impose any of the remedies and penalties set out in clause 16.12 of this Code.

## **Appendix “B”**

# GUIDE – PURCHASING NATURAL GAS IN MANITOBA

## UNDERSTANDING YOUR NATURAL GAS SUPPLY

As a Manitoba natural gas consumer, you have a choice when buying natural gas for your home or business. This guide provides information to help you understand your natural gas (Primary Gas) supply options and select the one that's right for you.

Natural gas is a commodity that is bought and sold in a highly competitive marketplace shaped by the forces of supply and demand. Natural gas prices rise and fall every day.

In Manitoba, you can purchase Primary Gas in two ways:

- 1) from Centra Gas Manitoba Inc. (Centra Gas), a company owned by Manitoba Hydro, at a variable gas rate that is reviewed and approved every three months by the Public Utilities Board of Manitoba (PUB);
- 2) from an independent gas marketer or Centra Gas/Manitoba Hydro under a fixed-rate, fixed-term contract.

No matter who supplies your Primary Gas, most of the gas you use is imported from Western Canada through a major transportation pipeline system to Centra Gas/Manitoba Hydro's distribution facilities. Centra Gas then delivers the gas to your home or business through its network of pipelines and equipment.

The costs of providing these products and services are listed on your monthly gas bill under the following line items.

### ***Primary Gas***



**Primary Gas** is the name given to natural gas received in Western Canada for transport to Manitoba by Centra Gas/Manitoba Hydro. Primary Gas can be purchased from an independent gas marketer or Centra Gas/Manitoba Hydro. Primary Gas represents the majority of the natural gas used in your home or business. Your primary gas rate is impacted by the gas supplier you choose.

### ***Supplemental Gas***



**Supplemental Gas** is purchased by Centra Gas/Manitoba Hydro to ensure gas is available when demand is higher than normal, such as in the winter months.

# GUIDE – PURCHASING NATURAL GAS IN MANITOBA

## *Transportation to Centra Gas*



**Transportation to Centra** is the cost of transporting natural gas to Manitoba. This cost includes pipeline charges and the costs to store gas purchased in the summer for use in the winter.

## *Distribution to Customer*



**Distribution to Customer** is the cost that Centra Gas/Manitoba Hydro incurs to deliver natural gas to your home or business. It includes the cost of the installed pipelines and facilities, operation and maintenance costs for the distribution system, and other services provided to you.

## *Basic Charge*



The **Basic Charge** is a fixed monthly charge that represents a portion of the cost for your home or business to be connected to the natural gas distribution system. It does not change with the amount of gas used. The Basic Charge helps to pay for things such as the maintenance of meters and underground pipelines, as well as the cost of meter reading, billing and record keeping.

For most users, the Primary Gas charge represents the largest component of their annual gas bill averaged over the year. Supplemental Gas, Transportation, Distribution and Basic Charges are all shown on the monthly gas bill and the rates for those services will change from time to time, as ordered by the PUB. You will continue to pay the rate that the PUB approves for those items whether you choose to buy your Primary Gas from an independent gas marketer or Centra Gas/Manitoba Hydro.

# GUIDE – PURCHASING NATURAL GAS IN MANITOBA

## WHO DOES WHAT?

### **The Role of Centra Gas/Manitoba Hydro**

Centra Gas/Manitoba Hydro is a regulated utility that sells and delivers natural gas and provides related utility services to all gas customers. Centra Gas/Manitoba Hydro also supplies Supplemental Gas and will step in to supply Primary Gas as a supplier of last resort if a customer's natural gas marketer fails to meet its gas delivery requirements.

### **The Role of Gas Marketers**

Gas marketers are independent, private sector companies that offer to sell Primary Gas at long-term, fixed rates. Gas marketers sell fixed-rate gas contracts that vary in length from one to five years. The contracts are available to both residential and business customers.

Gas marketers must be licensed by the PUB before they can start offering gas contracts for sale in Manitoba.

### **The Role of the Public Utilities Board of Manitoba (PUB)**

The PUB is a provincial body that regulates most utilities in Manitoba. It regulates the Primary Gas rate options Centra Gas/Manitoba Hydro offers, as well as the rates for the other services Centra Gas/Manitoba Hydro provides to all gas customers.

The PUB licenses gas marketers and oversees their marketing activities. Gas marketers must follow a PUB-approved Code of Conduct.

**The PUB does not regulate the rates that gas marketers charge for Primary Gas.**

# GUIDE – PURCHASING NATURAL GAS IN MANITOBA

## WHAT OPTIONS ARE AVAILABLE FOR PURCHASING PRIMARY GAS?

You can choose your Primary Gas supplier and the rate option that's best for you.

### **1. Buying Primary Gas from an Independent Gas Marketer**

You may choose to sign a contract to buy your Primary Gas from an independent gas marketer at an agreed-upon rate per cubic metre for a specific number of years—from 1 to 5 years.

If you decide to purchase your Primary Gas from a gas marketer, there will be no interruption of your natural gas service. Centra Gas/Manitoba Hydro will continue to deliver your natural gas, just as it currently does through the same pipelines and through the same meter. Centra Gas/Manitoba Hydro will still send you a gas bill each month for your total cost, including the gas marketer's charges, where applicable. Your statement will separately list Centra Gas/Manitoba Hydro's charges for Transportation, Distribution, Supplemental Gas and the Basic Charge, and the gas marketer's charge for Primary Gas. The gas marketer's name and toll-free number will appear on the Primary Gas line of your gas bill. You will continue to make your payments to Manitoba Hydro.

### **2. Buying Primary Gas from Centra Gas/Manitoba Hydro**

You may also choose to buy your Primary Gas from Centra Gas/Manitoba Hydro through different rate options. All rates that Centra Gas/Manitoba Hydro charges for Primary Gas are regulated by the PUB.

#### **Fixed-Rate Contract**

Centra Gas/Manitoba Hydro offers fixed-rate, fixed-term Primary Gas contracts. You may choose to sign a contract with Centra Gas/Manitoba Hydro to buy your Primary Gas at an agreed-upon rate per cubic metre for a specific length of time (usually 1, 3, or 5 years). If you choose this fixed-rate service, your contracted rate will appear on the Primary Gas line of your Manitoba Hydro bill.

#### **Variable Quarterly Rate**

If you do not choose to sign a fixed-rate contract with either Centra Gas/Manitoba Hydro or an independent gas marketer, you will automatically fall under the variable quarterly rate option. Only Centra Gas/Manitoba Hydro offers this rate option. You do not have to sign a contract for this service.

Under this option, Primary Gas rates are reviewed and adjusted every three months by the PUB, and more closely reflect the market cost of natural gas. This cost is passed on to you without mark-up or profit. If you purchase Primary Gas from Centra Gas/Manitoba Hydro, your gas bill will show the name, Centra, on the Primary Gas line.

**No matter who is your Primary Gas supplier, you may enroll in Manitoba Hydro's Equal Payment Plan.** This will help you budget and level out your natural gas bills.

# GUIDE – PURCHASING NATURAL GAS IN MANITOBA

## HOW DO I KNOW WHICH OPTION IS BEST FOR ME?

The best option for you will be the one that suits your own particular needs. Each option has benefits and risks. To choose among options, you will need to consider the rates and the period that the rate will remain in effect, the contract's terms and conditions, how much natural gas you will use, natural gas market conditions, and your own personal risk tolerance.

By signing a fixed-rate, fixed-term contract, you are agreeing to buy Primary Gas at a fixed rate for one to five years. The amount you pay over that period could be more or less than what you would have been charged by Centra Gas/Manitoba Hydro under the regulated variable quarterly rate over the same period. It depends on the future market price of natural gas.

**WITH A FIXED-RATE CONTRACT, YOUR GAS RATE IS FIXED FOR A CERTAIN PERIOD BUT THERE IS NO GUARANTEE THAT YOU WILL SAVE MONEY.**

## SOME THINGS TO THINK ABOUT BEFORE SIGNING A PRIMARY GAS CONTRACT

- How do the contract rate and the variable quarterly rate compare? Take the time to review and compare the contract rate and the current and historical variable quarterly rates charged by Centra Gas/Manitoba Hydro.
- How long do you want to be locked-in at the contract rate?
- What happens if you move?
- Are you able to cancel your contract?
- Are there cancellation fees?

**A PRIMARY GAS CONTRACT COVERS ONLY ONE PART OF YOUR OVERALL GAS BILL. YOU WILL STILL CONTINUE TO PAY OTHER CHARGES TO CENTRA GAS/MANITOBA HYDRO WHETHER OR NOT YOU SIGN A CONTRACT.**

## WHEN CAN I CHANGE MY PRIMARY GAS RATE AND/OR SUPPLIER?

If you are currently on Centra Gas/Manitoba Hydro's variable quarterly rate service, you can sign a fixed-rate contract with either an independent gas marketer or Centra Gas/Manitoba Hydro at any time. If you sign a fixed-rate contract with an independent gas marketer, your gas marketer will notify Centra Gas/Manitoba Hydro and your new contract will take effect at the first available opportunity, which could be up to 90 days later. Centra Gas/Manitoba Hydro will send you a confirmation letter outlining the details of your contract.

# **GUIDE – PURCHASING NATURAL GAS IN MANITOBA**

If you have already agreed to a fixed-rate contract with either an independent gas marketer or Centra Gas/Manitoba Hydro, the terms and conditions of the contract will determine – and may limit – when you can change to another supplier or rate option. If you have questions about your contract, call your Primary Gas supplier at the phone number listed on your monthly natural gas bill.

## **HOW CAN I FIND AN INDEPENDENT GAS MARKETER?**

Gas marketers may advertise, send an agent to your door, mail information directly to you, have a website, or contact you by phone. While neither the PUB nor Centra Gas/Manitoba Hydro can recommend a gas marketer to you, the PUB does maintain a current list of all gas marketers who are licensed by the PUB. You can get a copy of this list by contacting the PUB at (204) 945-2638 or toll-free at 1-866-854-3698 (in Manitoba), or by visiting the PUB website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca). You may also be able to find some gas marketers listed in the Yellow Pages.

## **HOW CAN AN INDEPENDENT GAS MARKETER CONTACT ME?**

The PUB has approved the following marketing channels.

### **a) Door-to-door Sales**

Gas marketers may visit your home or business to offer to sell you a natural gas contract. If you decide that you want to buy your Primary Gas from a gas marketer as a result of a door-to-door transaction, you must first sign an Intent to Buy. The gas marketer must wait 48 hours after you sign the Intent to Buy before providing you with a copy of a contract for signature. A contract will become valid when it is signed and returned to the gas marketer. Both the Intent to Buy and the contract must be signed by the person(s) named on the Manitoba Hydro bill. You are not obligated to sign a contract even if you sign an Intent to Buy.

### **b) Telephone Marketing:**

Gas marketers may engage in telemarketing, and are required to follow the protocols set by the Canadian Radio-Television and Telecommunications Commission, as well as any other requirements set by the PUB. Telephone sales and related communications must be made with the person(s) named on the Manitoba Hydro bill, and be recorded and retained by the gas marketer. If you decide that you want to buy your Primary Gas from a gas marketer as a result of telemarketing, you must first agree to an Intent to Buy. When you enter into an Intent to Buy over the telephone, the gas marketer must wait 48 hours after you agree to the Intent to Buy before providing you with a copy of a contract for signature. A contract will become valid when it is signed and returned to the marketer. You are not obligated to sign a contract even if you sign an Intent to Buy.

### **c) Electronic (Internet) Sales**

You can initiate contact with a gas marketer through their website. Electronic sales must be made with the person(s) named on the Manitoba Hydro bill. If you decide that you want to buy your Primary Gas from a gas marketer through an electronic sale, you must first agree to an Intent to Buy. When you enter into an Intent to Buy electronically, the gas marketer must wait 48 hours after you agree to the Intent to Buy before providing you with an electronic copy of the contract for your agreement. You are

# **GUIDE – PURCHASING NATURAL GAS IN MANITOBA**

not obligated to agree to a contract even if you sign an Intent to Buy. You are encouraged to print the contract you have entered.

## **d) Direct Mailings**

Contracts initiated by a mailing of documents to you by a marketer will require the signature of the person(s) named on the Manitoba Hydro bill.

## **WHAT HAPPENS AFTER I SIGN A PRIMARY GAS CONTRACT?**

After you enter into a gas contract, Centra Gas/Manitoba Hydro will send you a confirmation letter stating that you have agreed to a fixed-rate contract with a gas marketer. The confirmation letter will state the rate that you are agreeing to pay under the contract. It will also advise you of the period during which you can cancel your contract without having to pay a penalty or a cancellation fee.

Once a year, your gas marketer will send you an Annual Information Notice, which outlines the number of years remaining on your contract, your contract rate for Primary Gas, Centra Gas/Manitoba Hydro's current regulated variable quarterly Primary Gas rate, the maximum fee for cancelling your contract, and the gas marketer's contact information.

## **WHAT IF I WANT TO CANCEL A PRIMARY GAS CONTRACT?**

The PUB has set a cancellation period during which you can cancel your gas contract without a penalty or cancellation fee if you are a residential or other small-volume gas user (using 5,000 cubic metres or less of natural gas per year). This period runs from the day you agree to the contract until 30 days after the date of the first bill that includes charges from your gas marketer for Primary Gas under the contract.

**If you want to cancel your contract without paying a penalty or cancellation fee, you must contact your gas marketer before the end of the penalty-free period.**

If you decide to cancel your contract after the penalty-free period, you may have to pay a cancellation fee. The maximum cancellation fee that a marketer can charge a residential or other small-volume gas user must be approved by the PUB, and will be stated in your gas contract.

If you sell or permanently move from the premises to which gas is being supplied under a Primary Gas contract, the contract will automatically be cancelled. You will not be subject to cancellation fees, penalties or charges from your gas supplier as a result.

## **AS A CONSUMER, HOW AM I PROTECTED?**

Your best protection is to be informed. Consumers are protected by an industry Code of Conduct, which applies to all gas marketers operating in Manitoba. Consumers who have signed a fixed-rate contract with Centra Gas/Manitoba Hydro are protected by Centra Gas's Standard of Conduct. These documents

## **GUIDE – PURCHASING NATURAL GAS IN MANITOBA**

define acceptable marketing practices and also provide for a process to resolve disputes that may arise between consumers and gas marketers.

Ask your gas marketer for a copy the Code of Conduct. You can also view the Code of Conduct and Centra Gas's Standard of Conduct online at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).

If you have concerns about your Primary Gas supply arrangements provided by a gas marketer, you should contact your gas marketer directly. If your concerns are not addressed to your satisfaction, a dispute resolution process through the PUB can provide a quick and impartial resolution to your problem.

### **HOW DO I GET MORE INFORMATION?**

For information about current pricing, features and options, contact a gas marketer directly or Centra Gas/Manitoba Hydro, or visit the PUB website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).

If you have questions about your Primary Gas supply arrangements or the service being provided, you can contact your Primary Gas supplier. Their contact information is shown on your Manitoba Hydro bill.

## **Appendix “C”**

**Annual Information Notice**  
(Small-Volume Customer)

This **Annual Information Notice** provides basic information about your contract to purchase Primary Gas with  
**<Name of Gas Marketer>**.

**Customer's Name:** \_\_\_\_\_

**Address of Premises to which Contract Applies:** \_\_\_\_\_

**Date Customer Entered into Contract:** \_\_\_\_\_

**Date Contract Started (Gas Flow Date):** \_\_\_\_\_

**Date Contract Expires:** \_\_\_\_\_

**Time Remaining on Contract:** \_\_\_\_\_

**Rate Charged for Primary Gas under Contract:** \_\_\_\_\_ ¢/cubic metre

**Centra Gas/Manitoba Hydro's Current Variable Quarterly Rate for Primary Gas is**  
\_\_\_\_\_ ¢/cubic metre. Historical variable quarterly Primary Gas rate  
information can be found on the Public Utilities Board's website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).

**Contract Cancellation Rights:**

If you sell or permanently move from the premises being supplied under your gas contract, the contract will be cancelled automatically and you **WILL NOT** have to pay any cancellation fees to your Gas Marketer.

If you want to cancel your contract for any other reason, you can notify your gas marketer that you want to cancel. You may have to pay a cancellation fee. **The Approved Cancellation Fee for your contract is**

\$ \_\_\_\_\_ <description of the cancellation fee>. As of the date of this Annual Information Notice, your cost to cancel would be \$ \_\_\_\_\_.

You can give your cancellation notice in any of the following ways:

1. Telephoning your Gas Marketer;
2. Sending a written cancellation to your Gas Marketer by registered mail, fax or regular mail;
3. E-mailing your Gas Marketer at the Marketer's e-mail address on your contract;
4. Delivering your written cancellation to your Gas Marketer's office in person.

<b>Gas Marketer's Name:</b> _____  _____  _____	<b>Mailing address:</b> _____  _____  _____
<b>Telephone No:</b> _____ <b>Fax</b> _____	
<b>E-mail:</b> _____	

## **Appendix “D”**

# DISCLOSURE STATEMENT

## 1. What you should know about Primary Gas contracts BEFORE signing a contract with an independent gas marketer.

- **Gas marketers are independent, private companies.** They are not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.
- A Primary Gas contract covers only the natural gas that you use.
- **You will continue to pay Centra Gas/Manitoba Hydro's delivery and customer charges whether or not you sign a contract.** You will also still be eligible for Manitoba Hydro's Equal Payment Plan.
- The rates that independent gas marketers charge for Primary Gas under a contract are not regulated.
- **There is no guarantee of savings if you sign a Primary Gas contract.**
- You do not have to sign a Primary Gas contract. Your natural gas service from Centra Gas/Manitoba Hydro will continue.

## 2. Comparing Rates.

- An independent gas marketer must provide you with a rate comparison showing the contract rate that you are being offered and the variable quarterly Primary Gas rate currently charged by Centra Gas/Manitoba Hydro.

## 3. Know your rights.

- **Make sure you understand the contract before you sign it.**
- Salespersons must not put undue pressure on you to sign a Primary Gas contract.
- All independent gas marketers are subject to a Code of Conduct. You can obtain a copy of the Code from the gas marketer or the Manitoba Public Utilities Board.

## 4. What if you change your mind?

- **You can cancel the contract from the day you sign the contract until 30 days from the date of your first bill that includes Primary Gas charges from your independent gas marketer. You do not need a reason to cancel.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that period, you may have to pay a cancellation fee. Make certain you understand the exact cancellation fee you may have to pay.

This Disclosure Statement must be signed in order for a Primary Gas contract to be valid.

I have read and understand this Disclosure Statement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

- **This Disclosure Statement is not part of your contract.** It was produced by the Manitoba Public Utilities Board, the independent regulator, to provide basic information about natural gas contacts and your rights.
- Questions about natural gas contracts or rates? Contact your independent gas marketer, Centra Gas/Manitoba Hydro or the Manitoba Public Utilities Board. For rate comparison information, visit the Manitoba Public Utilities Board website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).
- Contact information for the Manitoba Public Utilities Board and your independent gas marketer is provided below.

**KEEP A COPY OF THIS DISCLOSURE STATEMENT, THE INTENT TO BUY, THE RATE COMPARISON, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

PUB CONTACT INFORMATION	GAS MARKETER CONTACT INFORMATION
<b>Public Utilities Board</b>	
<b>204-945-2638</b>	
<b>1-866-854-3698 (toll-free outside Winnipeg)</b>	
<b><a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a></b>	

## **Appendix “E”**

# DISCLOSURE STATEMENT

## 1. What you should know about Primary Gas contracts BEFORE signing a contract with an independent gas marketer.

- **Gas marketers are independent, private companies.** They are not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.
- A Primary Gas contract covers only the natural gas that you use.
- **You will continue to pay Centra Gas/Manitoba Hydro's delivery and customer charges whether or not you agree to a contract.** You will also still be eligible for Manitoba Hydro's Equal Payment Plan.
- The rates that independent gas marketers charge for Primary Gas under a contract are not regulated.
- **There is no guarantee of savings if you agree to a Primary Gas contract.**
- You do not have to enter into a Primary Gas contract. Your natural gas service from Centra Gas/Manitoba Hydro will continue.

## 2. Comparing Rates.

- An independent gas marketer must provide you with a rate comparison showing the contract rate that you are being offered and the variable quarterly Primary Gas rate currently charged by Centra Gas/Manitoba Hydro.

## 3. Know your rights.

- **Make sure you understand the contract before you agree to it.**
- Salespersons must not put undue pressure on you to agree to a Primary Gas contract.
- All independent gas marketers are subject to a Code of Conduct. You can obtain a copy of the Code from the gas marketer or the Manitoba Public Utilities Board.

## 4. What if you change your mind?

- **You can cancel the contract from the day you agree to the contract until 30 days from the date of your first bill that includes Primary Gas charges from your independent gas marketer. You do not need a reason to cancel.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that period, you may have to pay a cancellation fee. Make certain you understand the exact cancellation fee you may have to pay.

This Disclosure Statement must be confirmed in order for a Primary Gas contract to be valid.

- **This Disclosure Statement is not part of your contract.** It was produced by the Manitoba Public Utilities Board, the independent regulator, to provide basic information about natural gas contacts and your rights.
- Questions about natural gas contracts or rates? Contact your independent gas marketer, Centra Gas/Manitoba Hydro or the Manitoba Public Utilities Board. For rate comparison information, visit the Manitoba Public Utilities Board website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).
- Contact information for the Manitoba Public Utilities Board and your independent gas marketer is provided below.

**KEEP A COPY OF THIS DISCLOSURE STATEMENT, THE INTENT TO BUY, THE RATE COMPARISON, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

PUB CONTACT INFORMATION	GAS MARKETER CONTACT INFORMATION
<b>Public Utilities Board</b>	_____
<b>204-945-2638</b>	_____
<b>1-866-854-3698 (toll-free outside Winnipeg)</b>	_____
<a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a>	_____
	_____
	_____

## **Appendix “F”**

# DISCLOSURE STATEMENT

## 1. What you should know about Primary Gas contracts BEFORE signing a contract with an independent gas marketer.

- **Gas marketers are independent, private companies.** They are not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.
- A Primary Gas contract covers only the natural gas that you use.
- **You will continue to pay Centra Gas/Manitoba Hydro's delivery and customer charges whether or not you sign a contract.** You will also still be eligible for Manitoba Hydro's Equal Payment Plan.
- The rates that independent gas marketers charge for Primary Gas under a contract are not regulated.
- **There is no guarantee of savings if you sign a Primary Gas contract.**
- You do not have to sign a Primary Gas contract. Your natural gas service from Centra Gas/Manitoba Hydro will continue.

## 2. Comparing Rates.

- An independent gas marketer must provide you with a rate comparison showing the contract rate that you are being offered and the variable quarterly Primary Gas rate currently charged by Centra Gas/Manitoba Hydro.

## 3. Know your rights.

- **Make sure you understand the contract before you sign it.**
- Salespersons must not put undue pressure on you to sign a Primary Gas contract.
- All independent gas marketers are subject to a Code of Conduct. You can obtain a copy of the Code from the gas marketer or the Manitoba Public Utilities Board.

## 4. What if you change your mind?

- **You can cancel the contract from the day you sign the contract until 30 days from the date of your first bill that includes Primary Gas charges from your independent gas marketer. You do not need a reason to cancel.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that period, you may have to pay a cancellation fee. Make certain you understand the exact cancellation fee you may have to pay.

**This Disclosure Statement must be confirmed in order for a Primary Gas contract to be valid.**

- **This Disclosure Statement is not part of your contract.** It was produced by the Manitoba Public Utilities Board, the independent regulator, to provide basic information

about natural gas contacts and your rights.

- Questions about natural gas contracts or rates? Contact your independent gas marketer, Centra Gas/Manitoba Hydro or the Manitoba Public Utilities Board. For rate comparison information, visit the Manitoba Public Utilities Board website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).
- Contact information for the Manitoba Public Utilities Board and your independent gas marketer is provided below.

**KEEP A COPY OF THIS DISCLOSURE STATEMENT, THE INTENT TO BUY, THE RATE COMPARISON, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

PUB CONTACT INFORMATION	GAS MARKETER CONTACT INFORMATION
<b>Public Utilities Board</b>	_____
<b>204-945-2638</b>	_____
<b>1-866-854-3698 (toll-free outside Winnipeg)</b>	_____
<b><a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a></b>	_____

## **Appendix “G”**

# DISCLOSURE STATEMENT

## 1. What you should know about Primary Gas contracts BEFORE signing a contract with an independent gas marketer.

- **Gas marketers are independent, private companies.** They are not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.
- A Primary Gas contract covers only the natural gas that you use.
- **You will continue to pay Centra Gas/Manitoba Hydro's delivery and customer charges whether or not you sign a contract.** You will also still be eligible for Manitoba Hydro's Equal Payment Plan.
- The rates that independent gas marketers charge for Primary Gas under a contract are not regulated.
- **There is no guarantee of savings if you sign a Primary Gas contract.**
- You do not have to sign a Primary Gas contract. Your natural gas service from Centra Gas/Manitoba Hydro will continue.

## 2. Comparing Rates.

- An independent gas marketer must provide you with a rate comparison showing the contract rate that you are being offered and the variable quarterly Primary Gas rate currently charged by Centra Gas/Manitoba Hydro.

## 3. Know your rights.

- **Make sure you understand the contract before you sign it.**
- Salespersons must not put undue pressure on you to sign a Primary Gas contract.
- All independent gas marketers are subject to a Code of Conduct. You can obtain a copy of the Code from the gas marketer or the Manitoba Public Utilities Board.

## 4. What if you change your mind?

- **You can cancel the contract from the day you sign the contract until 30 days from the date of your first bill that includes Primary Gas charges from your independent gas marketer. You do not need a reason to cancel.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- If you cancel after that period, you may have to pay a cancellation fee. Make certain you understand the exact cancellation fee you may have to pay.

This Disclosure Statement must be signed in order for a Primary Gas contract to be valid.

I have read and understand this Disclosure Statement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

- **This Disclosure Statement is not part of your contract.** It was produced by the Manitoba Public Utilities Board, the independent regulator, to provide basic information about natural gas contacts and your rights.
- Questions about natural gas contracts or rates? Contact your independent gas marketer, Centra Gas/Manitoba Hydro or the Manitoba Public Utilities Board. For rate comparison information, visit the Manitoba Public Utilities Board website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca).
- Contact information for the Manitoba Public Utilities Board and your independent gas marketer is provided below.

**KEEP A COPY OF THIS DISCLOSURE STATEMENT, THE RATE COMPARISON, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

PUB CONTACT INFORMATION	GAS MARKETER CONTACT INFORMATION
<p><b>Public Utilities Board</b></p> <p><b>204-945-2638</b></p> <p><b>1-866-854-3698 (toll-free outside Winnipeg)</b></p> <p><a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a></p>	

## **Appendix “H”**

## PRIMARY GAS RATE COMPARISON INFORMATION

(To be provided with Disclosure Statement)

Centra Gas/Manitoba Hydro's	Gas Marketer's Name
current variable quarterly rate for Primary Gas is _____ ¢/m <sup>3</sup> as of _____.  Centra Gas/Manitoba Hydro's Primary Gas rates can change every three months. Historical variable quarterly Primary Gas rate information can be found on the Public Utilities Board's website at <a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a> .	fixed rate offer for Primary Gas is _____ ¢/m <sup>3</sup> for _____ years.

### DID YOU KNOW?

An average house uses 2,100m<sup>3</sup> of Primary Gas per year. At Centra Gas/Manitoba Hydro's current variable quarterly rate, the Primary Gas would cost \$\_\_\_\_\_ per year. At the Gas Marketer's fixed rate, the Primary Gas would cost \$\_\_\_\_\_ per year.

**I have read and understand this Rate Comparison.**

**Signature:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**KEEP A COPY OF THIS RATE COMPARISON, THE INTENT TO BUY, THE DISCLOSURE STATEMENT, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

## **Appendix “I”**

## PRIMARY GAS RATE COMPARISON INFORMATION

(To be provided with Disclosure Statement)

Centra Gas/Manitoba Hydro's	Gas Marketer's Name
current variable quarterly rate for Primary Gas is _____ ¢/m <sup>3</sup> as of _____.  Centra Gas/Manitoba Hydro's Primary Gas rates can change every three months. Historical variable quarterly Primary Gas rate information can be found on the Public Utilities Board's website at <a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a> .	fixed rate offer for Primary Gas is _____ ¢/m <sup>3</sup> for _____ years.

### DID YOU KNOW?

An average house uses 2,100m<sup>3</sup> of Primary Gas per year. At Centra Gas/Manitoba Hydro's current variable quarterly rate, the Primary Gas would cost \$\_\_\_\_\_ per year. At the Gas Marketer's fixed rate, the Primary Gas would cost \$\_\_\_\_\_ per year.

**You have confirmed by electronic communication that you understand the information in this Rate Comparison.**

**KEEP A COPY OF THIS RATE COMPARISON, THE INTENT TO BUY, THE DISCLOSURE STATEMENT, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

## **Appendix “J”**

## PRIMARY GAS RATE COMPARISON INFORMATION

(To be provided with Disclosure Statement)

Centra Gas/Manitoba Hydro's	Gas Marketer's Name
<p>current variable quarterly rate for Primary Gas is _____ ¢/m<sup>3</sup></p> <p>as of _____.</p> <p>Centra Gas/Manitoba Hydro's Primary Gas rates can change every three months. Historical variable quarterly Primary Gas rate information can be found on the Public Utilities Board's website at <a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a>.</p>	<p>fixed rate offer for Primary Gas is _____ ¢/m<sup>3</sup></p> <p>for _____ years.</p>

### DID YOU KNOW?

An average house uses 2,100m<sup>3</sup> of Primary Gas per year. At Centra Gas/Manitoba Hydro's current variable quarterly rate, the Primary Gas would cost \$\_\_\_\_\_ per year. At the Gas Marketer's fixed rate, the Primary Gas would cost \$\_\_\_\_\_ per year.

The information in this Rate Comparison was explained to you over the telephone when you agreed to the Intent to Buy. At that time, you confirmed that you understood this Rate Comparison.

**KEEP A COPY OF THIS RATE COMPARISON, THE INTENT TO BUY, THE DISCLOSURE STATEMENT, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

## **Appendix “K”**

## PRIMARY GAS RATE COMPARISON INFORMATION

(To be provided with Disclosure Statement)

Centra Gas/Manitoba Hydro's	Gas Marketer's Name
current variable quarterly rate for Primary Gas is _____ ¢/m <sup>3</sup> as of _____.  Centra Gas/Manitoba Hydro's Primary Gas rates can change every three months. Historical variable quarterly Primary Gas rate information can be found on the Public Utilities Board's website at <a href="http://www.pub.gov.mb.ca">www.pub.gov.mb.ca</a> .	fixed rate offer for Primary Gas is _____ ¢/m <sup>3</sup> for _____ years.

### DID YOU KNOW?

An average house uses 2,100m<sup>3</sup> of Primary Gas per year. At Centra Gas/Manitoba Hydro's current variable quarterly rate, the Primary Gas would cost \$\_\_\_\_\_ per year. At the Gas Marketer's fixed rate, the Primary Gas would cost \$\_\_\_\_\_ per year.

**I have read and understand this Rate Comparison.**

**Signature:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**KEEP A COPY OF THIS RATE COMPARISON, THE DISCLOSURE STATEMENT, THE CONTRACT AND ALL MAIL AND E-MAIL WITH A GAS MARKETER FOR YOUR RECORDS.**

## **Appendix “L”**

In the Matter of the  
CODE OF CONDUCT FOR DIRECT PURCHASE NATURAL GAS TRANSACTIONS  
Manitoba Public Utilities Board

I, [NAME OF SALESPERSON], certify that on [DATE] I have been trained on the rules and obligations imposed upon me and [NAME OF MARKETER] by the Code of Conduct for Direct Purchase Natural Gas Transactions established by the Manitoba Public Utilities Board and applicable consumer protection laws.

I further certify that I understand, and will abide by, these rules and obligations, and understand and acknowledge that failure to abide by them may lead to sanctions imposed by the Manitoba Public Utilities Board, including fines or a temporary or permanent revocation of my privilege to market natural gas within the Province of Manitoba.

[NAME OF SALESPERSON]

---

Signature

[NAME OF MARKETER] certifies that on [DATE] it has trained [NAME OF SALESPERSON] (the "Salesperson") on the rules and obligations imposed by the Code of Conduct for Direct Purchase Natural Gas Transactions established by the Manitoba Public Utilities Board and applicable consumer protection laws.

[MARKETER] understands and acknowledges that failure by the Salesperson to abide by these rules and obligations may lead to sanctions being imposed by the Manitoba Public Utilities Board against both the Salesperson and [NAME OF MARKETER], including fines or a temporary or permanent revocation of [NAME OF MARKETER]'s privilege to market natural gas within the Province of Manitoba.

[NAME OF MARKETER]

Per:

---

Name:

## **Appendix “M” – “R”**

## Appendix "M"

WTS ABC Small-Volume Confirmation Letter – New Contract after early termination of existing contract

<<Seq No>> <<Date\_On\_Notification\_Letter>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

Re: Customer No. <<Customer\_Number>> Premises No. <<Premises\_Number>> Confirmation of a New Primary Gas Contract

Our records indicate that you are currently under contract with <<Broker Name>>, which acts as your Primary Gas supplier. You are paying <<Current Broker Rate>> cents per cubic metre under your current contract with <<Broker Name>> which ends on <<Current\_Contract\_End\_Date>>. <<Broker Name>> is an independent natural gas marketer licensed by the Manitoba Public Utilities Board (PUB), and is not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc. We have received instructions from <<Broker Name>> on your behalf that you have terminated your current contract and entered into a new contract at a different gas rate. We are currently processing this request.

By agreeing to a new contract with <<Broker Name>> you have locked in your Primary Gas rate at <<New Broker Rate>> cents per cubic metre from <<New Contract Start Date>> until <<New\_Contract\_End\_Date>>. You have also signed or confirmed a Disclosure Statement and Rate Comparison, which indicate you have been provided with accurate Primary Gas rate comparison information and you understand there is no guarantee of savings with this contract.

Centra Gas/Manitoba Hydro will continue to provide customer service along with your Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services in addition to your Primary Gas supply charge from <<Broker Name>>. While your Primary Gas rate will be fixed for the term of the contract, rates for all other services are subject to change from time to time upon approval of the PUB. Your monthly Manitoba Hydro bill will also show your Primary Gas supplier's name and telephone number.

You can cancel your new contract without having to pay a cancellation fee within 30 days after the date of your first bill that includes charges for Primary Gas under the new contract. If you decide to cancel your contract at a later date, you may have to pay a cancellation fee. If you wish to cancel your contract with <<Broker Name>>, you must notify them. You may give your cancellation notice in any of the following ways:

## Appendix "M"

1. contacting <<Broker Name>>, at <<Brk\_Phone\_Number;>>
2. sending your cancellation in writing to <<Broker Name>>, by fax, registered mail or regular mail;
3. e-mailing <<Broker Name>>, at the e-mail address on your contract AND copying the e-mail to the PUB at [publicutilities@gov.mb.ca](mailto:publicutilities@gov.mb.ca); or
4. delivering your written cancellation to <<Broker Name>>'s office.

Please note that cancellations by regular mail must be postmarked five days prior to the end of the cancellation period.

If you have questions about your Primary Gas contract, please contact <<Broker Name>> at:

Mailing Address: <<Brk\_Address\_1>> <<Brk\_Address\_2>> <<Brk\_City>> <<Brk\_Prov>>  
<<Brk\_PC>> Telephone Number: <<Brk\_Phone\_Number>>

Fax Number: <<Brk\_Fax\_Number>>

E-mail address: <<Brk\_E-mail>>

Other billing or service questions should continue to be directed to Manitoba Hydro at the phone numbers found on your monthly bill.

Attached are information on Manitoba Hydro's Equal Payment Program and historical Centra Gas variable quarterly Primary Gas rates. Additional information about gas rates can be found on the Public Utilities Board website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca). or Manitoba Hydro's website at [www.hydro.mb.ca](http://www.hydro.mb.ca).

It is our pleasure to serve you and we look forward to working with <<Broker Name>> to meet your future natural gas needs.

Sincerely,

Manitoba Hydro

Attachments: Manitoba Hydro's Equal Payment Program

Historical Centra Gas Variable Quarterly Primary Gas Rate

## Appendix "N"

WTS ABC Small-Volume Confirmation Letter

<<Seq No>> <<Date\_On\_Notification\_Letter>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

Re: Customer No. <<Customer\_Number>> Premises No. <<Premises\_Number>> Confirmation of Entry into a Fixed Rate Contract for Primary Gas

You have entered into a contract with <<Broker Name>> naming them as your Primary Gas supplier. <<Broker Name>> is an independent natural gas marketer licensed by the Manitoba Public Utilities Board (PUB) and is not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc. Manitoba Hydro is currently processing your request to change Primary Gas suppliers.

By agreeing to the contract with <<Broker Name>> you have locked in your Primary Gas rate at <<Broker Rate>> cents per cubic metre. Service under your contract will begin <<Contract Start Date>> and end <<Contract End Date>>. You have also signed or confirmed a Disclosure Statement and Rate Comparison, which indicates you have been provided with accurate Primary Gas rate comparison information and you understand there is no guarantee of savings with this contract.

Centra Gas/Manitoba Hydro will continue to provide customer service along with your Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services in addition to your Primary Gas supply charge from <<Broker Name>>. While your Primary Gas rate will be fixed for the term of the contract, rates for all other services are subject to change from time to time upon approval of the PUB. Your monthly Manitoba Hydro bill will also show your Primary Gas supplier's name and telephone number.

You can cancel your contract without having to pay a cancellation fee within 30 days after the date of your first bill that includes charges for Primary Gas under the contract. If you decide to cancel your contract at a later date, you may have to pay a cancellation fee. If you wish to cancel your contract with <<Broker Name>>, you must notify them. You may give your cancellation notice in any of the following ways:

1. contacting <<Broker Name>>, at <<Brk\_Phone\_Number>>;

## Appendix "N"

2. sending your cancellation to <<Broker Name>>, in writing by fax, registered mail or regular mail;
3. e-mailing <<Broker Name>>, at the e-mail address on your contract AND copying the e-mail to the PUB at [publicutilities@gov.mb.ca](mailto:publicutilities@gov.mb.ca); or
4. delivering your written cancellation to <<Broker Name>>'s office,

Please note that cancellations by regular mail must be postmarked five days prior to the end of the cancellation period.

If you have questions about your Primary Gas contract, please contact <<Broker Name>> at:

Mailing Address: <<Brk\_Address\_1>> <<Brk\_Address\_2>> <<Brk\_City>> <<Brk\_Prov>>  
<<Brk\_PC>>

Telephone Number: <<Brk\_Phone\_Number>>

Fax Number: <<Brk\_Fax\_Number>>

E-mail address: <<Brk\_E-mail>>

Other billing or service questions should continue to be directed to Manitoba Hydro at the phone numbers found on your monthly bill.

Attached are information on Manitoba Hydro's Equal Payment Program and historical Centra Gas variable quarterly Primary Gas rates. Additional information about gas rates can be found on the PUB website at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca). or Manitoba Hydro's website at [www.hydro.mb.ca](http://www.hydro.mb.ca).

It is our pleasure to serve you and we look forward to working with <<Broker Name>> to meet your future Primary Gas needs.

Sincerely,

Manitoba Hydro

Manitoba Hydro's Equal Payment Program

Historical Centra Gas Variable Quarterly Primary Gas Rate

## Appendix "O"

### Centra FRPGS Small-Volume Confirmation Letter

<<Seq\_No>> <<Date\_On\_Notification\_Letter>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

Re: Customer No. <<Customer\_Number>> Premises No. <<Premises\_Number>> Confirmation of Entry into a Fixed Rate Contract for Primary Gas

You have agreed to a contract for Centra Gas/Manitoba Hydro's Fixed Rate Primary Gas Service and we are currently processing your request. By agreeing to the contract for Centra Gas/Manitoba Hydro's Fixed Rate Primary Gas Service you have locked in your Primary Gas supply rate at <<Hydro\_Contract\_Rate>> cents per cubic metre. Service under your contract will begin on <<Contract\_Start\_Date>> and end on <<Contract\_End\_Date>>. You have signed a Disclosure Statement and Rate Comparison, which indicate that you have been provided with accurate Primary Gas rate comparison information and you understand that there is no guarantee of savings with this contract.

Centra Gas/Manitoba Hydro will continue to provide customer service along with your Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services in addition to your Primary Gas supply charge under the Fixed Rate Service. While your Primary Gas rate will be fixed for the term of the contract, rates for all other services are subject to change from time to time upon approval of the Manitoba Public Utilities Board (PUB). Your first monthly Manitoba Hydro bill under the contract, and every bill after that during the term of the contract, will indicate "Fixed Rate Service" in the Primary gas line.

You can cancel your contract without having to pay a cancellation fee within 30 days after the date of your first bill that includes charges for Primary Gas under the contract. If you decide to cancel your contract at a later date, you may have to pay a cancellation fee. If you wish to cancel your contract for Manitoba Hydro's Fixed Rate Primary Gas Service, you must give your cancellation notice in any of the following ways:

1. contacting Centra Gas/Manitoba Hydro at 1-204-360-6355;

## Appendix "O"

2. sending your cancellation to Centra Gas/Manitoba Hydro in writing by fax, registered mail or regular mail;
3. e-mailing Centra Gas/Manitoba Hydro at the e-mail address on your contract AND copying the e-mail to the PUB at [publicutilities@gov.mb.ca](mailto:publicutilities@gov.mb.ca); or
4. delivering your written cancellation to Centra Gas/Manitoba Hydro at 360 Portage Avenue, Winnipeg, Manitoba.

Please note that cancellations by regular mail must be postmarked five days prior to the end of the cancellation period.

If you have questions about your Primary Gas supply, please contact us at:

Mailing Address: PO Box 815 Stn Main, Winnipeg, MB R3C 2P4

Telephone Number: 1-204-360-6355

Fax Number: (204) 360-6157

E-mail address: [fixedrate@hydro.mb.ca](mailto:fixedrate@hydro.mb.ca)

Attached are information on Manitoba Hydro's Equal Payment Program and historical Centra Gas variable Primary Gas rates. Additional information can be found on the PUB at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca) or Manitoba Hydro's website at [www.hydro.mb.ca](http://www.hydro.mb.ca).

It is our pleasure to serve you and we look forward to meeting your future Primary Gas needs.

Sincerely,

Manitoba Hydro

Attachments: Customer Agreement

Manitoba Hydro's Equal Payment Program

Historical Centra Gas Variable Quarterly Primary Gas Rate

Appendix "P"

Centra FRPGS Large-Volume Confirmation Letter

<<Seq\_No>> <<Date\_On\_Notification\_Letter>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

Re: Customer No. <<Customer\_Number>> Premises No. <<Premises\_Number>> Confirmation of Entry into a Fixed Rate Contract for Primary Gas

You have agreed to a contract for Centra Gas/Manitoba Hydro's Fixed Rate Primary Gas Service and we are currently processing your request. By agreeing to the contract for Centra Gas/Manitoba Hydro's Fixed Rate Primary Gas Service you have locked in your Primary Gas supply rate at <<Hydro Contract Rate>> cents per cubic metre. Service under your contract will begin on <<Contract Start Date>> and end on <<Contract End Date>>.

Centra Gas/Manitoba Hydro will continue to provide customer service along with your Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services in addition to your Primary Gas supply charge under the Fixed Rate Service. While your Primary Gas rate will be fixed for the term of the contract, rates for all other services are subject to change from time to time upon approval of the Manitoba Public Utilities Board (PUB). Your first monthly Manitoba Hydro bill under the contract, and every bill after that during the term of the contract, will indicate "Fixed Rate Service" in the Primary gas line.

You can cancel your contract without having to pay a cancellation fee within 10 days after the date printed at the top of this letter. If you decide to cancel your contract at a later date, you may have to pay a cancellation fee. If you wish to cancel your contract for Manitoba Hydro's Fixed Rate Primary Gas Service, you must give your cancellation notice in any of the following ways:

## Appendix "P"

1. contacting Centra Gas/Manitoba Hydro at 1-204-360-6355;
2. sending your cancellation to Centra Gas/Manitoba Hydro in writing by fax, registered mail or regular mail;
3. e-mailing Centra Gas/Manitoba Hydro at the e-mail address on your contract AND copying the e-mail to the PUB at [publicutilities@gov.mb.ca](mailto:publicutilities@gov.mb.ca); or
4. delivering your written cancellation to Centra Gas/Manitoba Hydro at 360 Portage Avenue, Winnipeg, Manitoba.

Please note that cancellations by regular mail must be postmarked five days prior to the end of the cancellation period.

If you have questions about your Primary Gas supply, please contact us at:

Mailing Address: PO Box 815 Stn Main, Winnipeg, MB R3C 2P4

Telephone Number: 1-204-360-6355

Fax Number: (204) 360-6157

E-mail address: [fixedrate@hydro.mb.ca](mailto:fixedrate@hydro.mb.ca)

Attached are information on Manitoba Hydro's Equal Payment Program and historical Centra Gas variable Primary Gas rates. Additional information can be found on the PUB at [www.pub.gov.mb.ca](http://www.pub.gov.mb.ca) or Manitoba Hydro's website at [www.hydro.mb.ca](http://www.hydro.mb.ca).

It is our pleasure to serve you and we look forward to meeting your future Primary Gas needs.

Sincerely,

Manitoba Hydro

Attachments: Customer Agreement

Manitoba Hydro's Equal Payment Program

Historical Centra Gas Variable Quarterly Primary Gas Rate

## Appendix "Q"

### WTS ABC Large-Volume Confirmation Letter

<<Date\_On\_Notification\_Letter>>

<<Seq No>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

RE: Customer No. <<Customer\_Number>> Premises No. <<Premises\_Number>>

We are currently processing the contract you entered into with <<Broker Name>>, naming them as your Primary Gas supplier. <<Broker Name>> is an independent natural gas marketer licensed by the Manitoba Public Utilities Board (PUB), and is not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.

On <<Contract Start Date>>, <<Broker Name>> will begin providing your Primary Gas supply at the agreed upon rate of <<Broker Rate>> cents per cubic metre. If according to the terms of your contract this rate is variable, it may change periodically.

Centra Gas/Manitoba Hydro will continue to provide your customer service along with Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services in addition to your Primary Gas supply charge from <<Broker Name>>. While your Primary Gas rate will be as per the terms of your contract, rates for all other services are subject to change from time to time upon approval of the PUB. Your monthly Manitoba Hydro bill will also show your Primary Gas supplier's name and telephone number.

## Appendix "Q"

Should you have any questions about your Primary Gas contract with <<Broker Name>>, please contact:<<Brk\_Name>>

<<Brk\_Address\_1>> <<Brk\_Address\_2>> <<Brk\_City>> <<Brk\_Prov>> <<Brk\_PC>>

Phone <<Brk\_Phone\_Number>> <<Brk\_Phone\_Ext>>

Fax <<Brk\_Fax\_Number>>

Other billing or service questions should continue to be directed to Manitoba Hydro at the phone numbers found on your monthly bill.

Sincerely,

Manitoba Hydro

## Appendix "R"

WTS Non-ABC Large-Volume Confirmation Letter

<<Date\_On\_Notification\_Letter>>

<<Seq\_No>>

<<Business\_Name>>

<<Complete\_Customer\_Name>>

<<ATTN\_Line>>

<<Mailing\_Address\_2>>

<<Mailing\_Address\_3>>

<<City>> <<Province>> <<Postal\_Code>>

Dear Customer:

RE: Customer No. <<Customer\_Number>> Premise No. <<Premise\_Number>>

We are currently processing the contract you entered into with <<Broker Name>>, naming them as your Primary Gas supplier. On <<Contract Start Date>>, <<Broker Name>> will begin providing your Primary Gas supply. <<Broker Name>> is an independent natural gas marketer licensed by the Manitoba Public Utilities Board (PUB), and is not related to Manitoba Hydro or its subsidiary, Centra Gas Manitoba Inc.

Your Primary Gas supplier will be billing you directly for the Primary Gas portion of your monthly natural gas bill based upon the terms of your contract with them. Please contact your Primary Gas supplier if you have any questions regarding the specific terms of your Primary Gas contract.

Centra Gas/Manitoba Hydro will continue to provide your customer service along with Transportation, Distribution, and Supplemental Gas services. Your monthly natural gas bill will show charges from Centra Gas/Manitoba Hydro for these services. Rates for these services are subject to change from time to time upon approval of the PUB. Your monthly Manitoba Hydro bill will also show your Primary Gas supplier's name and telephone number.

Should you have any questions about your Primary Gas contract with <<Broker Name>>, please contact:

## Appendix "R"

<<Brk\_Name>>

<<Brk\_Address\_1>> <<Brk\_Address\_2>>

<<Brk\_City>> <<Brk\_Province>> <<Brk\_Postal\_Code>>

Phone <<Brk\_Phone\_Number>> <<Brk\_Phone\_Extension>> Fax <<Brk\_Fax\_Number>>

Other billing or service questions should continue to be directed to Manitoba Hydro at the phone numbers found on your monthly bill.

Sincerely,

Manitoba Hydro