



**enercare™**  
connections

**Enercare Connections Inc.**  
**Conditions of Service**  
**(Electricity)**

March 15, 2013

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## **SECTION 1 INTRODUCTION**

These Conditions of Service set out the terms and conditions upon which Enercare provides electricity sub-metering services (which may include meter reading, billing and/or collection activities) to residential and commercial customers.

### **1.1 IDENTIFICATION OF ENERCARE**

Enercare is a corporation existing under the laws of the Province of Ontario. Enercare provides electricity and other sub-metering services to multi-residential and commercial customers in Canada.

Enercare holds a Unit Sub-metering License issued by the Ontario Energy Board and an Accreditation Certificate issued by Measurement Canada.

### **1.2 CONDITIONS OF SERVICE, APPLICABLE LAWS AND CUSTOMER AGREEMENTS**

Enercare conducts its sub-metering operations in accordance with all Applicable Laws. In the event of a conflict between these Conditions of Service and any Applicable Laws, the stricter requirement set out in these Conditions of Service or such Applicable Laws shall prevail. In the event of a conflict between an agreement with a customer and these Conditions of Service, unless expressly stated in such customer agreement, these Conditions of Service shall prevail.

### **1.3 INTERPRETATION**

In these Conditions of Service, unless the context otherwise requires:

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa; and
- Words referring to a gender include any gender.

### **1.4 AMENDMENTS AND CHANGES**

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with all Applicable Laws.

The provisions of these Conditions of Service and any amendments thereto form part of any agreement between Enercare and its customers.

In the event of changes to these Conditions of Service, Enercare will, in accordance with the requirements of the Ontario Sub-metering Code (if applicable), provide notice of the changes before they become effective and post the current version of the Conditions of Service on its website. Upon request, Enercare will provide a written copy of these Conditions of Service to any person requesting it.

## 1.5 CONTACT INFORMATION

Customers may contact Enercare using one of the following methods:

### **Telephone:**

- Emergency Service - 24 hours a day 1-866-449-4423
- Customer Inquiries, Account Information, Billing - 1-866-449-4423

**Facsimile:** (416) 649-1969

### **Bill Payments by Mail:**

- Enercare Connections Inc.– Payment Centre – T46115  
PO Box 46115, Station "A"  
Toronto, ON M5W 4K9

### **Mail Correspondence:**

- Enercare Connections Inc.  
Customer Care Centre  
PO Box 4638, Station "A"  
Toronto, ON M5W 5C7

**Email:** [connections.care@enercare.ca](mailto:connections.care@enercare.ca)

## **SECTION 2 SECURITY DEPOSIT**

### **2.1 SECURITY DEPOSIT REQUIREMENTS**

Unless otherwise expressly agreed to in a customer agreement and except for customers who meet the security deposit waiver conditions described below, all customers are required to pay a security deposit.

Security deposits must be paid to Enercare using one of the following methods: (i) cash; (ii) cheque; (iii) money order; (iv) bank draft; (v) certified cheque (vi) an automatically renewing, irrevocable letter of credit from a bank as defined in the *Bank Act*, S.C. 1991, c. 46; or (vii) a letter of guarantee from a reputable third party (e.g., parent company).

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the customer's average monthly load during the most recent 12 consecutive months within the past two years. Where the average monthly load for the customer is not available, a reasonable estimate will be made using information from a similar property used for similar purposes. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, that customer's highest actual or estimated monthly load, rather than the customer's average monthly load, will be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

- 2.5 for monthly billed customers
- 1.75 for bi-monthly billed customers
- 1.5 for quarterly billed customers

### **2.2 PAYMENT BY INSTALLMENTS**

Non-residential customers may pay security deposits in 4 equal monthly installments.

Residential customers may pay security deposits in 6 equal monthly installments, including where an existing security deposit has been applied against amounts owing as permitted by the Ontario Sub-metering Code (if applicable), and Enercare has requested the customer to repay the amount of the applied security deposit, or where Enercare has determined that the amount of the security deposit should be increased. Other than residential customers in Ontario, Enercare may require that any such repayments or additional security deposit be paid at the same time as the customer's next bill.

### **2.3 WAIVER CONDITIONS**

Security deposits will be waived if any of the following conditions are met:

- a) In the case of a residential customer, if the customer has demonstrated a good payment history of 1 year, and in the case of a non-residential customer, if the customer has demonstrated a good payment history of 5 years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months. A

customer is deemed to have a good payment history unless, during the relevant time period: (i) the customer has received more than 1 disconnection notice from Enercare; (ii) more than 1 cheque or more than 1 pre-authorized payment provided to Enercare has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) Enercare has applied a security deposit against an amount owing by the customer at the time and Enercare requested the customer to repay the amount of the security so applied. A customer is also deemed to have a good payment history if the customer provides a letter from a licensed electricity distributor or gas distributor in Canada confirming a good payment history with that distributor during the relevant time period;

- b) In the case of a residential customer, if the customer participates in and meets the requirements of Enercare's pre-authorized payment plan;
- c) The customer provides an acceptable credit reference from a recognized credit agency; or
- d) In the case of a residential customer in Ontario, if the customer is an eligible low-income consumer and the customer requests a waiver of the applicable security deposit and meets the applicable waiver conditions under the Ontario Sub-metering Code.

## **2.4 REFUND OR APPLICATION OF SECURITY DEPOSITS**

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on an Enercare account when the account is closed, before Enercare initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.

Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Enercare for a minimum period of 1 year for residential customers or 5 years for non-residential customers. Upon a customer's request and provided that such request is made no earlier than 12 months after the payment of a security deposit or after the previous similar request, Enercare will review the customer's account to determine whether the security deposit will be refunded to the customer or adjusted to reflect the maximum amount of security deposit required by Enercare.

Interest shall accrue monthly on security deposits paid by cash, cheque, money order or bank draft commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent. The interest accrued shall be paid out (including by application to the customer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the customer's account, whichever comes first.

Upon final billing of an account, security deposits paid by cash, cheque, money order or bank draft, plus interest, will be applied to the final bill, and any remainder will be refunded to the customer. Security deposits paid other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the customer.

## **SECTION 3 BILLING CYCLE PERIOD AND PAYMENT**

### **3.1 BILLING CYCLE PERIOD**

Enercare may, at its option, render bills to its customers on either a monthly, every two months, quarterly or annual basis. Bills for the use of electricity will be based on a metered rate.

### **3.2 ISSUANCE OF BILLS**

Bills may be sent by mail, made available over the internet or sent by email. If the bill is sent by mail, the bill is deemed to be issued on the third day after mailing. If the bill is made available over the internet, the bill is deemed to be issued on the date on which an email is sent to the customer notifying the customer that the bill is available for viewing over the internet. If the bill is sent by email, the bill is deemed to be issued on the date on which the email is sent. If the bill is sent by more than one of the above described methods, the bill is deemed to be issued on whichever date of deemed issuance occurs last.

### **3.3 PAYMENT REQUIREMENTS**

Bills are rendered for electricity sub-metering services provided to the customer. Bills are payable in full by the due date (i.e., no earlier than 16 calendar days after the bill was issued); otherwise, overdue interest charges will apply. Where a partial payment has been made by the customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.

If a bill is paid by mail, the payment is deemed to be received by Enercare three days prior to the date on which Enercare receives the payment. If a bill is paid at a financial institution or electronically, the payment is deemed to be received by Enercare on the date on which the payment is acknowledged or recorded by the customer's financial institution. If a bill is paid by credit card, the payment is deemed to be received by Enercare on the date and at the time that the charge is accepted by the financial institution issuing the credit card.

### **3.4 JOINT BILLING ARRANGEMENTS**

Where Enercare issues a single bill to a customer for other services in addition to electricity sub-metering services, Enercare will allocate any payment of such bill in accordance with the terms of any relevant agreements in respect of such joint billing, subject to and in accordance with Applicable Laws.

### **3.5 COLLECTION**

Outstanding bills are subject to Enercare's collection process and may ultimately lead to the customer's electricity service being disconnected. Service will be restored once satisfactory payment has been made. Disconnection of service does not relieve the customer of any liability for arrears. See also Subsection 5.1.1 (Disconnection due to Non-Payment) below.

Customers will be required to pay additional charges for the processing of non-sufficient funds (N.S.F.) cheques or payments.

Customers may be required to pay special charges and deposits, on request, including (without limitation) those charges set out in Section 7 (Tariffs and Charges) below.

Residential customers may qualify for an arrears payment arrangement, the details of which are available by contacting Enercare.

## **SECTION 4      DISPUTE RESOLUTION**

### **4.1    DISPUTE RESOLUTION PROCEDURE**

A customer can dispute charges shown on the customer's bill or other matters by contacting and advising Enercare of the reason for the dispute in accordance with the procedures described below. Enercare will promptly investigate all disputes and advise the customer of the results.

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with customers, Enercare provides the following informal dispute resolution process:

Step 1 To register a complaint, a customer may (i) call Enercare's Customer Care Centre at 1-866-449-4423; (ii) e-mail Enercare's Customer Care Centre at [connections.care@enercare.ca](mailto:connections.care@enercare.ca); or (iii) write a letter to:

Enercare Connections Inc.  
Customer Care Centre  
PO Box 4638, Station "A"  
Toronto, ON M5W 5C7

Step 2 If the matter is not satisfactorily resolved in Step 1, the customer may refer the matter to the Director of Customer Care, who will address the matter in consultation with the applicable manager and/or department.

Step 3 In the case of customers in Ontario, if the matter is not satisfactorily resolved in Step 2, the customer may refer the matter to the Ontario Energy Board's Consumer Relations Centre.

Enercare keeps a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred and the result of the dispute resolution.

### **4.2    METER DISPUTES**

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Enercare without a meter accuracy test.

Upon the request of a customer, Enercare will conduct a meter accuracy test. Enercare will charge the customer a meter dispute fee. If the meter is found to be inaccurate, Enercare will refund the fee and make necessary adjustments to the customer's bill.

Either Enercare or the customer may request the involvement of Measurement Canada to resolve a meter dispute. If the customer initiates the dispute, Enercare will charge the customer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, Enercare will refund the fee and make necessary adjustments to the customer's bill.

## **SECTION 5 DISCONNECTIONS AND RECONNECTIONS**

### **5.1 DISCONNECTION RIGHTS**

Enercare reserves the right to disconnect the supply of electricity for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the sub-metering system or the building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system or the building's electrical distribution system;
- A material decrease in the efficiency of the sub-metering system or the building's electrical distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Enercare to perform planned inspections and maintenance;
- Failure of the customer to comply with a directive of Enercare that Enercare makes for purposes of meeting its license obligations;
- Overdue amounts payable to Enercare;
- Electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer); and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

Enercare shall not be liable for any damage to the customer's premises resulting from any disconnection of service. A reconnection charge may apply.

#### **5.1.1 Disconnection Due To Non-Payment**

Enercare's bills are to be paid in full by the due date specified on the bill. If the bill is still unpaid 16 calendar days after the date the bill was issued, Enercare may issue a disconnection notice to the customer. A residential customer may, at any time prior to disconnection, designate a third party to also receive any future disconnection notices by notifying Enercare by fax, email or telephone communications.

The disconnection notice will be provided in writing and, if sent by mail, will be deemed to be received on the third business day after mailing, if delivered by personal service, will be deemed to be received on the date of the delivery, or if delivered by being posted on the customer's property, will be deemed to have been received on the date of such posting.

Where Enercare disconnects a customer for non-payment, Enercare will, as required by Applicable Laws, leave a Fire Safety Notice and any other public safety notices or information bulletins issued by public safety authorities and provided to Enercare at the premises of the disconnected customer.

Disconnections do not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of the contract.

Enercare will not disconnect a customer for non-payment until: (a) in the case of a residential customer that has provided Enercare with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or his/her spouse, dependent family member or other person that regularly resides with the customer, 60 days after the date on which the disconnection notice is received by the customer; or (b) in all other cases, 10 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 11 days after such 60 or 10 day minimum notice period, as applicable.

Enercare will also make reasonable efforts to contact, in person or by telephone, a residential customer to whom it has issued a disconnection for non-payment at least 48 hours prior to the scheduled date of disconnection.

## **5.2 RECONNECTION PROCEDURES**

Disconnected electricity service may not be reconnected (a) until the customer rectifies the condition leading to the disconnection, including all costs incurred by Enercare arising from any unauthorized electricity use, including inspections, repair costs, disconnection charges and reconnection charges, (b) until the customer provides full payment to Enercare; and/or (c) in accordance with the terms of an arrears payment agreement between Enercare and the customer.

The customer will be given an appointment window for the reconnection. The customer or an authorized representative must be present at customer's residence at the time of reconnection. In the event that the customer or an authorized representative is not available at the scheduled time for reconnection, the customer may be held responsible for additional costs, in addition to any applicable reconnection charges, incurred by Enercare to arrange for more than one reconnection appointment.

Reconnections for Ontario customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless Enercare erred in disconnecting the customer, it is the responsibility of the customer to pay for such inspection.



Customers will be required to pay the costs of repairs or replacement of Enercare's equipment that has been damaged or lost by the direct or indirect act or omission of the customer or its representatives.

#### **6.2.4 Customer Equipment**

The customer will be required to repair or replace any equipment owned by the customer that may affect the integrity or reliability of Enercare's meters and meter components. If the customer does not take such action within a reasonable time, Enercare may disconnect the supply of power to the customer.

#### **6.2.5 Physical Structures**

Construction, maintenance and repairs of all structures housing and/or supporting the electrical infrastructure and Enercare's equipment are the responsibility of the owner or condominium corporation of the applicable building, who is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.

### **6.3 CUSTOMER CONTRACTS**

**Standard Form of Contract** – Enercare requires all customers to enter into a written agreement in a form acceptable to Enercare.

**Implied Contract** – In all cases, despite the absence of a written agreement, the taking of electricity by any customer constitutes the acceptance of the terms of Enercare's Conditions of Service, as amended from time to time, and applicable charges as established by Enercare. Such acceptance and use of electricity shall be deemed, subject to Applicable Laws, to be the acceptance of a binding contract with Enercare, in the form of Enercare's applicable standard form of written customer agreement.

### **6.4 ELECTRICITY SUPPLY**

#### **6.4.1 Interruptions to Supply**

Although it is Enercare's policy to minimize inconvenience to customers, it is necessary to occasionally interrupt a customer's supply to allow work on the meters or meter components. Enercare will endeavor to provide customers with reasonable notice of planned power interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

Customers requiring a higher degree of security than that of normal supply are responsible for providing their own back-up or standby facilities. Customers may require special protective equipment on their premises to minimize the effect of momentary power interruptions. Where disconnection poses a risk of significant adverse effects on the physical health of the customer or his/her spouse, dependent family member or other person that regularly resides with the customer, the customer shall provide Enercare with documentation from a physician confirming such risk.

## **6.4.2 Back-up Generators**

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of all Applicable Laws and, in particular, shall notify Enercare in all cases where customer's emergency generation provides supply to individual suites or units metered by Enercare.

## **6.4.3 Equipment owned by Enercare**

Where Enercare owns the metering equipment in a building, it is the responsibility of the owner or condominium corporation of the building to provide a convenient, unobstructed and safe location for the installation of such equipment acceptable to Enercare.

### **6.4.3.1 General**

No person, except those authorized by Enercare, may remove, connect, alter or otherwise interfere with meters, wires or ancillary equipment.

The customer, owner of a building and/or condominium corporation, as applicable, will be responsible for the care and safekeeping of Enercare's equipment. If any Enercare equipment is damaged, destroyed or lost, the customer, owner of a building and/or condominium corporation, as applicable, will be liable to pay Enercare for the value of such equipment, or at the option of Enercare, the cost of repairing the same.

The metering location provided shall be for the exclusive use of Enercare. No equipment, other than that provided and installed for or by Enercare may be installed in any part of such space.

The owner of a building and/or condominium corporation, as applicable, will be responsible to provide a proper power supply for all metering devices and components as per Enercare's design.

When a disconnection device has been locked and tagged in the "OFF" position by Enercare, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Enercare.

### **6.4.3.2 Metering Services Identification**

The owner of a building and/or condominium corporation, as applicable, shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets and meter mounting devices.

### **6.4.3.3 Working Space**

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with Applicable Laws.

#### **6.4.3.4 Meter Access**

The owner of a building and/or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to Enercare (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection.

#### **6.4.3.5 Final Meter Reading**

When a service is no longer required, the customer shall provide sufficient notice of the date the service is to be discontinued so that Enercare can obtain a final meter reading as close as possible to the final reading date. The customer shall provide access to Enercare (including its employees, agents and sub-contractors) for this purpose. If a final meter reading is not obtained, the customer shall pay a sum based on an estimated demand and/or electricity used since the last meter reading.

#### **6.4.3.6 Faulty Registration of Meters**

Metering electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. Enercare's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, Enercare will work with Measurement Canada to determine the correction factors based on the specific cause of the metering error and the customer's electricity usage history. The customer shall pay a reasonable sum for all the electricity supplied, based on the reading of any meter formerly or subsequently installed on the premises by Enercare, with due regard being given to any change in the characteristics of the installation and/or the demand.

In circumstances involving Measurement Canada, if Measurement Canada determines that the customer was overcharged, Enercare will reimburse the customer for the amount incorrectly billed as directed by Measurement Canada.

## **SECTION 7      TARIFFS AND CHARGES**

Enercare's charges are set out in the Schedule of Charges available from Enercare. These charges are subject to change from time to time. Information about changes will also be provided to all customers in accordance with Applicable Laws.

In addition to charges for the electricity consumed and charges for Enercare's services, miscellaneous charges include, but are not limited to:

- New account set-up fee;
- Security deposit;
- Returned or N.S.F. cheque or payment charge;
- Lawyers letter charge;
- Meter dispute charge (where no defect found);
- Meter removal charge;
- Statement of account;
- Disconnection charge;
- Reconnection after hours charge;
- Reconnection during regular hours charge;
- Damage charges;
- Arrears certificates;
- Credit check fee;
- Late penalty; and
- Service calls.

## **SECTION 8      ELECTRICITY SUPPLY DISRUPTIONS**

### **8.1    NO CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of electricity, Enercare shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

### **8.2    FORCE MAJEURE**

Neither Enercare nor any customer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

## **SECTION 9            GLOSSARY OF TERMS**

“Applicable Laws” means in respect of any person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies and all applicable official directives, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such person, property, transaction, event or course of conduct or (ii) to which that person or any of its property is subject.

“Conditions of Service” means this document, which sets out the terms and conditions upon which Enercare provides electricity sub-metering services to residential and commercial customers.

“eligible low-income consumer” has the meaning ascribed thereto in the Ontario Sub-metering Code.

“Enercare” means Enercare Connections Inc., and its successors and assigns.

“Governmental Authority” means the government of Canada, any province, territory or other political subdivision thereof and any person exercising any executive, regulatory, judicial or administrative authority thereof.

“Ontario Sub-metering Code” means the Unit Sub-Metering Code prescribed by the Ontario Energy Board setting out the minimum conditions and standards that a licensed unit sub-meter provider in Ontario must meet when providing unit sub-metering services on behalf of exempt distributors.