



Province of Alberta

FAIR TRADING ACT

**ENERGY MARKETING  
AND RESIDENTIAL HEAT  
SUB-METERING REGULATION**

**Alberta Regulation 246/2005**

With amendments up to and including Alberta Regulation 198/2016

Office Consolidation

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(Consolidated up to 198/2016)

**ALBERTA REGULATION 246/2005**

**Fair Trading Act**

**ENERGY MARKETING AND RESIDENTIAL  
HEAT SUB-METERING REGULATION**

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**Definitions**

**1(0.1)** In this Regulation, “Act” means the *Fair Trading Act*.

**(1)** In Parts 1 to 4 and 5 of this Regulation,

- (a) repealed AR 309/2009 s3;
- (b) “consumer” means a person who enters into a marketing contract to purchase less than 2500 gigajoules of gas per year or 250 megawatt hours of electricity per year;
- (c) “electricity” means electricity as defined in the *Electric Utilities Act*;
- (d) “energy” means electricity, other electricity services, gas and other retail gas services;
- (e) “former Regulation” means the *Electricity Marketing Regulation* (AR 12/2003) and the *Natural Gas Marketing (Fair Trading Act) Regulation* (AR 10/2004);
- (f) “gas” means gas as defined in the *Gas Utilities Act*;
- (g) “gas distributor” means a gas distributor as defined in section 28 of the *Gas Utilities Act*;
- (h) “Internet marketing contract” means a marketing contract formed by text-based Internet communications;
- (i) “licence” means a marketing of electricity business licence or a marketing of gas business licence established by this Regulation;
- (j) “marketer” means a person who is engaged in the marketing of electricity or gas business;
- (k) “marketing contract” means a contract under which a consumer obtains a supply of energy from a marketer but does not include a contract for electricity or electricity services from an owner or a contract with a consumer assigned to a default supplier as appointed under section 3 of the *Roles, Relationships and Responsibilities Regulation, 2003* (AR 169/2003);
- (l) “marketing of electricity or gas business” means the business
  - (i) of soliciting, negotiating, concluding or performing the whole or any part of a marketing contract on behalf of a consumer, or

(ii) of soliciting a person in any manner for the purpose of having that person enter into a marketing contract or of negotiating, concluding or performing the whole or any part of a marketing contract;

(m) “owner” means

(i) the owner of an electric distribution system, or

(ii) if the owner makes arrangements under which one or more other persons perform any or all of the duties or functions of the owner, the owner and those one or more other persons;

(n) “retail gas services” means retail gas services as defined in section 28 of the *Gas Utilities Act*.

(2) The definition of “consumer” in section 1(1)(b) of the Act does not apply to Parts 1 to 4 of this Regulation.

AR 246/2006 s1;309/2009

#### **Non-application**

**2(1)** This Regulation does not apply to a marketing business in respect of the marketing of electricity produced in the service area of the City of Medicine Hat

(a) by the City of Medicine Hat or a subsidiary of that municipality, or

(b) by generating units that produce electric energy under contract to the City of Medicine Hat or to a subsidiary of that municipality

for consumption in that service area, unless that municipality passes a bylaw under section 138 of the *Electric Utilities Act*.

(2) The following provisions do not apply to marketing contracts that may be cancelled by the consumer without penalty on one month’s notice to the marketer:

section 10(1)(a)(iii), (vi), (vii), (viii), (xi);

the disclosure statement portion of section 10(1)(b);

section 10(2);

section 12(1)(b)(ii), (v), (vi), (vii), (x);

the disclosure statement portion of section 12(1)(c);

section 12(2);

section 14;

section 16;

section 17.

AR 246/2005 s2;4/2006

## Part 1 Licensing

### Class of licence

- 3(1)** The class of licence to be known as the marketing of electricity business licence is established.
- (2)** The class of licence to be known as the marketing of gas business licence is established.
- (3)** A person who holds a marketing of electricity business licence is authorized to engage in the marketing of electricity business.
- (4)** A person who holds a marketing of gas business licence is authorized to engage in the marketing of gas business.

### Term

- 4** The term of a licence expires on the last day of the 12th month after it is issued.

### Licence fee

- 5** The fee for a licence is \$1000.

### Security

- 6(1)** No licence may be issued or renewed unless the applicant submits to the Director a security that is in a form and in an amount approved by the Director.
- (2)** The Director may, if the Director considers it appropriate, increase the amount of the security that is to be provided by a licensee before the term of the licence expires.

### General Licensing and Security Regulation

- 7** The *General Licensing and Security Regulation* (AR 187/99) applies to the marketing of electricity or gas business.

### Duty to provide identification card

- 8(1)** Every licensee must provide every individual who acts on behalf of the licensee in the marketing of electricity or gas business with an identification card that
  - (a)** shows the name of the individual acting on behalf of the licensee and the name, address and licence number of the licensee on whose behalf the individual is acting, and

- (b) is signed by the signing authority appointed by the licensee.
- (2) An individual who has been given an identification card by a licensee must produce it when requested to do so by
- (a) a consumer or potential consumer of the licensee,
  - (b) an inspector or the Director, or
  - (c) a peace officer as defined in the *Provincial Offences Procedure Act*.
- (3) An individual who ceases to act on behalf of a licensee must, as soon as is reasonably possible after ceasing to act, return the identification card to the licensee.

## Part 2 Marketing Contract

### Non-application

9 This Part does not apply to an Internet marketing contract or a Telephone marketing contract.

AR 246/2005 s9;4/2006

### Duties relating to documentation

10(1) A marketer

- (a) must ensure that each marketing contract the marketer enters into with a consumer
  - (i) is in writing,
  - (ii) includes
    - (A) the consumer's name, address and telephone number, and
    - (B) the marketer's name, address, telephone number and, if available, fax number and e-mail address,
  - (iii) sets out a specified or ascertainable expiry date of the marketing contract,
  - (iv) sets out a specified or ascertainable date on which the supply of energy is to begin,
  - (v) shows any charges for the supply of energy provided for under the marketing contract, including any exit



fees that may be directly or indirectly charged by an owner of an electric distribution system,

- (vi) has on its first page under the name of the marketer the following statement that is in at least 12-point bold type and set out in a box:

The company that wants you to enter into this marketing contract is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. This company is not affiliated with the Government of Alberta.

- (vii) has on its first page
  - (A) the disclosure statement set out in Schedule 1, or
  - (B) a statement that is in at least 12-point bold type and set out in a box on the first page of the marketing contract stating where in the marketing contract the disclosure statement is located,
- (viii) provides that the marketing contract is not valid unless the disclosure statement referred to in subclause (vii) has been correctly completed by the marketer and then signed by the consumer before the consumer enters into the marketing contract,
- (ix) provides that the consumer may cancel the marketing contract without cost or penalty within 10 days after a copy of the marketing contract, signed by the consumer, is received by the marketer,
- (x) provides that the consumer may cancel the marketing contract without cost or penalty if a marketing contract, including an Internet marketing contract, presently exists for the same property, except where the existing marketing contract is to expire on or before the commencement of the new marketing contract, and
- (xi) provides that the consumer may cancel the marketing contract without penalty within one year from the date the marketing contract is entered into if the marketer

- (A) does not set out in the marketing contract a specified or ascertainable date on which the supply of energy is to begin,
- (B) does not begin the supply of energy within 30 days of the date referred to in subclause (iv) or an amended date agreed on in writing by the consumer and the marketer, or
- (C) was not licensed under Part 1 at the time the marketing contract was entered into,

and

- (b) must provide each consumer with whom the marketer enters into a marketing contract with a copy of the marketing contract, including the disclosure statement referred to in clause (a)(vii), completed by the marketer and then signed by the consumer.

(2) If, after the 30-day period referred to in subsection (1)(a)(xi)(B) has expired, the consumer expressly authorizes the supply of energy to begin, the consumer may not cancel the marketing contract pursuant to subsection (1)(a)(xi)(B).

AR 246/2005 s10;4/2006

#### **Marketer bound by marketing contract**

**11(1)** A marketer is bound by the terms of a marketing contract when a copy of the marketing contract, signed by the consumer, is received by the marketer.

(2) A consumer may not, without the written consent of the marketer, amend the terms of a marketing contract before signing it.

## **Part 2.1 Telephone Marketing Contract**

#### **Digital format**

**11.1** If a marketing contract is entered into by telephone, the entire telephone call must be recorded in a digital format and maintained by the marketer for the duration of the marketing contract.

AR 4/2006 s5

**Copy of recording**

**11.2** A copy of the digital telephone recording must be provided to the consumer or an inspector on request.

AR 4/2006 s5

**Initial contact**

**11.3** A Telephone marketing contract may be entered into when

- (a) the marketer initiates the telephone call to the consumer, or
- (b) the consumer initiates the telephone call to the marketer.

AR 4/2006 s5

**Duties relating to documentation**

**11.4(1)** A marketer

- (a) must ensure that for each Telephone marketing contract the marketer enters into with a consumer the marketer
  - (i) identifies himself or herself,
  - (ii) states that the telephone call is being recorded and the consumer must consent to the telephone call being recorded,
  - (iii) verifies the consumer's name, address and telephone number,
  - (iv) for telephone marketing contract renewals, verifies the person on the telephone the marketer is speaking to is the account holder and is authorized to renew the marketing contract,
  - (v) states that the Telephone marketing contract is not an electricity or a gas utility government rebate program,
  - (vi) states that the marketer may not be able to supply energy cheaper than the consumer's current utility company,
  - (vii) states whether or not the consumer will be responsible to buy energy under the Telephone marketing contract if the consumer moves to another location in Alberta,
  - (viii) states a specified or ascertainable expiry date of the Telephone marketing contract,

- (ix) states a specified or ascertainable date on which the supply of energy is to begin,
  - (x) specifies any charges for the supply of energy provided for under the Telephone marketing contract, including any exit fees that may be directly or indirectly charged by an owner of an electric distribution system,
  - (xi) states that the consumer may cancel the Telephone marketing contract without cost or penalty within 10 days after a copy of the Telephone marketing contract is received by the consumer,
  - (xii) states that the consumer may cancel the Telephone marketing contract without cost or penalty if a marketing contract, including another Telephone marketing contract, presently exists for the same property, except where the existing marketing contract is to expire on or before the commencement of the new marketing contract,
  - (xiii) states that the consumer may cancel the Telephone marketing contract without penalty within 60 days after receiving the first billing statement,
  - (xiv) states the consumer may cancel the Telephone marketing contract without penalty within one year from the date the Telephone marketing contract is entered into if the marketer
    - (A) does not set out in the Telephone marketing contract a specified or ascertainable date on which the supply of energy is to begin,
    - (B) does not begin the supply of energy within 30 days of the date referred to in subclause (viii) or an amended date agreed on in writing or electronic form by the consumer and the marketer, or
    - (C) was not licensed under Part 1 at the time the Telephone marketing contract was entered into,
- and
- (xv) confirms the consumer understands the terms and conditions and price of energy in the Telephone marketing contract and obtains the consumer's consent for the Telephone marketing contract,

and

- (b) must state that a written copy of the Telephone marketing contract will be mailed to the consumer and will include details the consumer has consented to under clause (a) including the marketer's name, address, telephone number, e-mail address and, if available, fax number.

(2) If, after the 30-day period referred to in subsection (1)(a)(xiv)(B) has expired, the consumer expressly authorizes the supply of energy to begin, the consumer may not cancel the Telephone marketing contract pursuant to subsection (1)(a)(xiv)(B).

AR 4/2006 s5

#### **Marketer bound by Telephone marketing contract**

**11.5** A marketer is bound by the terms of a Telephone marketing contract when the consumer acknowledges the Telephone marketing contract.

AR 4/2006 s5

### **Part 3 Internet Marketing Contract**

#### **Duties relating to documentation**

**12(1)** A marketer

- (a) must, before a consumer enters into an Internet marketing contract,
  - (i) enable the consumer to view and obtain a form of the Internet marketing contract, and
  - (ii) provide the consumer with an express opportunity to accept or decline the Internet marketing contract and to correct errors immediately before entering into it,
- (b) must ensure that each Internet marketing contract the marketer enters into with a consumer
  - (i) includes
    - (A) the consumer's name, address and telephone number, and
    - (B) the marketer's name, address, telephone number, e-mail address and, if available, fax number,

- (ii) sets out a specified or ascertainable expiry date of the Internet marketing contract,
- (iii) sets out a specified or ascertainable date on which the supply of energy is to begin,
- (iv) shows any charges for the supply of energy provided for under the Internet marketing contract, including any exit fees that may be directly or indirectly charged by an owner of an electric distribution system,
- (v) has on its first page under the name of the marketer the following statement that is in at least 12-point bold type and set out in a box:

The company that wants you to enter into this Internet marketing contract is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. This company is not affiliated with the Government of Alberta.
- (vi) has on its first page
  - (A) the disclosure statement set out in Schedule 2, or
  - (B) a statement that is in at least 12-point bold type and set out in a box on the first page of the Internet marketing contract stating where in the Internet marketing contract the disclosure statement is located,
- (vii) provides that the Internet marketing contract is not valid unless the disclosure statement referred to in subclause (vi) has been correctly completed by the marketer and then acknowledged by the consumer before the consumer enters into the Internet marketing contract,
- (viii) provides that the consumer may cancel the Internet marketing contract without cost or penalty within 10 days after a copy of the Internet marketing contract, acknowledged by the consumer, is received by the marketer,
- (ix) provides that the consumer may cancel the Internet marketing contract without cost or penalty if a marketing contract, including another Internet marketing contract, presently exists for the same

property, except where the existing marketing contract is to expire on or before the commencement of the new marketing contract, and

- (x) provides that the consumer may cancel the Internet marketing contract without penalty within one year from the date the Internet marketing contract is entered into if the marketer
  - (A) does not set out in the Internet marketing contract a specified or ascertainable date on which the supply of energy is to begin,
  - (B) does not begin the supply of energy within 30 days of the date referred to in subclause (iii) or an amended date agreed on in writing or electronic form by the consumer and the marketer, or
  - (C) was not licensed under Part 1 at the time the Internet marketing contract was entered into,

and

- (c) must provide each consumer with whom the marketer enters into an Internet marketing contract with a copy of the Internet marketing contract in writing or by fax or e-mail including the disclosure statement referred to in clause (b)(vi), completed by the marketer and then acknowledged by the consumer.

**(2)** If, after the 30-day period referred to in subsection (1)(b)(x)(B) has expired, the consumer expressly authorizes the supply of energy to begin, the consumer may not cancel the Internet marketing contract pursuant to subsection (1)(b)(x)(B).

**(3)** For the purposes of subsection (1)(a), a marketer is considered to have enabled the consumer to view and obtain a form of the Internet marketing contract if the form is

- (a) prominently displayed in a clear and comprehensible manner, and
- (b) made accessible in a manner that ensures that the form is capable of being retained or printed by the consumer.

AR 246/2005 s12;4/2006

**Marketer bound by Internet marketing contract**

**13** A marketer is bound by the terms of an Internet marketing contract when the consumer acknowledges the Internet marketing contract.

### **Part 3.1**

## **Rural Electrification Associations**

**Definitions**

**13.1** For the purposes of this Part,

- (a) “owner” does not include a Rural Electrification Association;
- (b) “Rural Electrification Association Marketing Contract” means a marketing contract entered into between a Rural Electrification Association and a member of a Rural Electrification Association.

AR 4/2006 s7

**Application**

**13.2(1)** Subject to subsection (2), this Regulation applies to Rural Electrification Associations in relation to their activities as providers of energy services to a member of a Rural Electrification Association.

**(2)** The following provisions do not apply to a Rural Electrification Association Marketing Contract:

Part 1;  
section 10(1)(a)(xi)(C);  
section 12(1)(b)(x)(C);  
section 23.

AR 4/2006 s7

**Non-application**

**13.3** This Regulation does not apply to Rural Electrification Associations in relation to their activities as

- (a) providers of electricity services under a regulated rate tariff, or
- (b) providers of distribution access services.

AR 4/2006 s7



## Part 4 General

### Term of marketing contract

**14** A marketer shall not enter into a marketing contract with a consumer for a term exceeding 5 years, but the marketing contract may be renewed for additional periods, each not exceeding 5 years.

### Energy marketing contract templates

**15(1)** In this section,

- (a) “energy marketing contract template” means a standard version of a marketing contract used by a specific marketer for marketing contracts entered into with consumers;
- (b) “information package” means a package of documents that must be provided with an energy marketing contract that includes an explanation of the terms and conditions in an energy marketing contract, details about the type of energy to be provided under the energy marketing contract and other information about energy marketing contracts.

**(2)** Without limiting the Director’s ability to request marketing contract templates and documents in accordance with a condition on a licence or in accordance with section 126(1)(b) of the Act, a marketer may submit an energy marketing contract template with an information package to the Director for approval.

**(3)** The following provisions do not apply to an energy marketing contract template that has been approved for use by the Director under subsection (2):

section 10(1)(a)(vi), (vii), (viii);  
section 12(1)(b)(v), (vi), (vii);  
the disclosure statement portion of section 10(1)(b) and section 12(1)(c).

**(4)** If a marketer intends to amend any part of the energy marketing contract template or information package after they have been approved by the Director, the marketer must submit these amendments to the Director prior to using the amended energy marketing contract template and must not use the amended energy marketing contract template without the approval of the Director.

**(5)** A consumer may cancel an energy marketing contract that has been approved by the Director under this section without penalty within one year from the date the marketing contract is entered into

if the marketer does not provide the consumer with the information package.

AR 246/2005 s15;4/2006

### **Marketing contract renewal**

**16(1)** A marketer must obtain a consumer's consent in writing or electronic form to renew a marketing contract within 6 months prior to the commencement date of the renewed marketing contract.

**(2)** A consumer may cancel a renewed marketing contract without cost or penalty within 10 days of providing consent under subsection (1).

**(3)** A renewed marketing contract must state

- (a) a specified or ascertainable expiry date of the renewed marketing contract,
- (b) any charges for energy provided for under the renewed marketing contract,
- (c) any terms and conditions that are being changed from the existing marketing contract, and
- (d) unless any terms and conditions are being changed under clause (c), the terms and conditions of the existing marketing contract continue to apply to the renewed marketing contract.

**(3.1)** If consent under subsection (1) is provided by telephone, the entire telephone call must be recorded in a digital format and maintained by the marketer for the duration of the renewed marketing contract.

**(3.2)** A copy of the digital telephone recording must be provided to the consumer or an inspector on request.

**(3.3)** If the marketing contract is renewed by telephone,

- (a) the marketer must identify himself or herself,
- (b) the consumer must identify himself or herself and the consumer must confirm he or she is the account holder and is authorized to renew the marketing contract,
- (c) the consumer must acknowledge acceptance of the renewed marketing contract,
- (d) the consumer must confirm that the consumer has received a copy of the renewal notice,

- (e) the consumer must confirm he or she understands the terms and conditions and price of energy in the renewed marketing contract,
  - (f) the consumer must confirm he or she understands the renewed marketing contract may be cancelled without penalty in accordance with subsection (2), and
  - (g) the marketer must state that the telephone call is being recorded.
- (4) A marketer must provide each consumer with whom the marketer enters into a renewed marketing contract with a copy of the renewed marketing contract in writing or by fax or e-mail.
- (5) This section does not apply to automatic marketing contract renewals under section 17.

AR 246/2005 s16;4/2006

**Automatic marketing contract renewals**

- 17(1)** A marketing contract may be automatically renewed for a term not exceeding one year, if the consumer expressly agrees to a provision in the original marketing contract outlining the process of automatic marketing contract renewals.
- (2) A marketer must provide the consumer with a notice of renewal at least 30 days but not more than 6 months prior to the expiration of the marketing contract.
- (3) The notice of renewal referred to under subsection (2) must state
- (a) a specified or ascertainable expiry date of the renewed marketing contract,
  - (b) any charges for energy provided for under the renewed marketing contract,
  - (c) any terms and conditions that are being changed from the existing marketing contract, and
  - (d) unless any terms and conditions are being changed under clause (c), the terms and conditions of the existing marketing contract continue to apply to the renewed marketing contract.
- (4) If a consumer expressly accepts the notice of renewal referred to under subsection (2) in writing or by fax or e-mail the consumer may cancel the renewed marketing contract without cost or penalty within 10 days of accepting the notice of renewal.

(4.1) If a consumer expressly accepts the notice of renewal by telephone, the entire telephone call must be recorded in a digital format and maintained by the marketer for the duration of the renewed marketing contract.

(4.2) A copy of the digital telephone recording must be provided to the consumer or an inspector on request.

(5) If the consumer does not expressly reject the notice of renewal sent to the consumer under subsection (2), the marketing contract will automatically be renewed for one year at the price specified in the notice of renewal and the consumer has 30 days after receiving the first billing statement to cancel the renewed marketing contract without cost or penalty.

(6) The first billing statement the consumer receives after the marketing contract has been renewed must explicitly and prominently state

- (a) the marketing contract has been renewed, and
- (b) the price the consumer will be charged for the supply of energy.

AR 246/2005 s17;4/2006

#### **Collection of fees and other charges**

**18(1)** Subject to section 18.1, no marketer may collect a fee or other charge from a consumer who enters into a marketing contract with the marketer until after the delivery of energy under the marketing contract commences.

(2) This section applies where the consumer uses or consumes the energy supplied primarily for household purposes.

AR 246/2005 s18;72/2012

#### **Security deposits**

**18.1(1)** A marketer may collect a security deposit from a consumer at the time the consumer enters into a marketing contract

- (a) if the consumer has no credit history,
- (b) if, in the opinion of the marketer, the consumer has a poor credit rating, or
- (c) if the consumer's previous supply of electricity or gas was cancelled for non-payment.

(2) The maximum amount of a security deposit that a marketer may collect from a consumer in respect of a contract for the supply

of electricity is 30% of the consumer's yearly electricity bill, as estimated by the marketer.

(3) The maximum amount of a security deposit that a marketer may collect from a consumer in respect of a contract for the supply of gas is 30% of the consumer's yearly gas bill, as estimated by the marketer.

(4) A marketer shall not accept a security deposit in cash from a consumer in a face to face transaction.

(5) If a marketing contract is cancelled by a consumer pursuant to this Regulation, the marketer shall refund the entire security deposit to the consumer within 15 days of the cancellation irrespective of whether any energy was supplied under the marketing contract.

(6) Where a consumer has made all the required payments under a marketing contract for one year from the date the consumer enters into the contract, the marketer shall refund the entire security deposit to the consumer within 15 days from the date the last payment for that year was made.

(7) This section applies where the consumer uses or consumes the energy supplied primarily for household purposes.

AR 72/2012 s3

#### **Code of conduct**

**19(1)** In this section, "marketer" includes every individual who acts on behalf of a marketer in the marketing of electricity or gas business.

(2) Every marketer must comply with the following code of conduct:

- (a) except in accordance with subsection (5), a marketer must not solicit, negotiate or conclude a marketing contract in person at a consumer's home;
- (a.1) when first contacting a consumer, a marketer that is an individual must
  - (i) truthfully inform the consumer of the marketer's identity and, when requested to do so, show the consumer the identification card referred to in section 8, and
  - (ii) indicate that the marketer is soliciting the consumer for the purpose of marketing energy;

- (b) a marketer must not abuse the trust of a consumer or exploit any fear or lack of experience or knowledge of a consumer;
- (c) a marketer must not exert undue pressure on a consumer, and must allow sufficient time for a consumer to read thoughtfully and without harassment all documents the marketer provides to a consumer and must accept a consumer's refusal of further discussion;
- (d) a marketer must not make any representation or statement or give any answer or take any measure that is not true or is likely to mislead a consumer;
- (e) a marketer must use only timely, accurate, verifiable and truthful comparisons;
- (f) a marketer must not make any verbal representations regarding contracts, rights or obligations that are not contained in written contracts;
- (g) a marketer must ensure that all descriptions and promises made in promotional material are in accordance with actual conditions, situations and circumstances existing at the time the description or promise is made;
- (h) a marketer must ensure that all data the marketer refers to are properly established and reliable and support any claim for which the data is cited;
- (i) a marketer must not induce a consumer to breach a contract with another person;
- (j) a marketer must not be intrusive and must not contact consumers between the hours of 9 p.m. and 8 a.m. to solicit them to enter into marketing contracts;
- (k) a marketer must not make any representation that savings, price benefits or advantages exist if they do not exist or if there is no evidence to substantiate the representation;
- (l) a marketer must not give, in any representation, less prominence to the total price of energy than to the price of any part of the energy;
- (m) a marketer must not use a font that due to its size or other visual characteristics is likely to materially impair the legibility or clarity of documents the marketer provides to consumers;

- (n) a marketer must allow a consumer to cancel the marketing contract if the consumer
    - (i) moves out of Alberta or to an area of the Province to which the *Electric Utilities Act* or the *Gas Utilities Act* does not apply, or
    - (ii) receives gas distribution services from a utility to which the *Gas Utilities Act* does not apply;
  - (o) a marketer must not switch a consumer's energy supply without the consumer's written or electronic consent, but the marketing contract may be assigned if the marketing contract expressly provides that it can be assigned;
  - (p) a marketer must allow a consumer to inspect any marketing contracts, including an Internet marketing contract, the marketer has entered into with the consumer;
  - (q) if a consumer enters into a marketing contract, the marketer must not notify a gas distributor that the marketer has been appointed as the agent of the consumer unless the 10-day period referred to in section 10(1)(a)(ix) or section 12(1)(b)(viii) has expired and the consumer has not cancelled the marketing contract within that period;
  - (r) if a consumer enters into a marketing contract, the marketer must not enrol the consumer within the load settlement process unless the 10-day period referred to in section 10(1)(a)(ix) or section 12(1)(b)(viii) has expired and the consumer has not cancelled the marketing contract within that period.
- (3)** The code of conduct specified in subsection (2) is considered to be breached if the breach occurs in the course of inducing a person to enter into a marketing contract, even though the marketing contract is not entered into or is not completed.
- (4)** Subsection (2)(a.1), (c), (f) and (j) do not apply to an Internet marketing contract.
- (5)** A marketer may solicit, negotiate or conclude a marketing contract in person at a consumer's home if the consumer invites the marketer to attend at the consumer's home and the invitation is
- (a) express,
  - (b) made
    - (i) by phone, e-mail, text or other electronic communication,

- (ii) through the marketer's website, or
  - (iii) in person at the marketer's normal place of business or at such other place where the marketer is conducting business,
- and
- (c) made before the marketer attends at the consumer's home.

AR 246/2005 s19;198/2016

**Confidentiality of consumer information**

**20(1)** A marketer must not disclose any information concerning a consumer to a third party without the written or electronic consent of the consumer, except when the information has been sufficiently aggregated such that the identity of the consumer cannot be readily ascertained from the information, or where the information is required to be disclosed

- (a) for billing or collection purposes, or
- (b) for law enforcement purposes.

**(2)** A marketer must inform a consumer about the conditions described in subsection (1) under which the consumer's information may be disclosed to a third party.

**(3)** A marketer must not use information obtained for one purpose from a consumer for any other purpose without the written or electronic consent of the consumer.

**Representations**

**21(1)** A licensee must not make any representation, whether express or implied, that being licensed under this Regulation constitutes an endorsement or approval of the licensee by the Government of Alberta or the Alberta Utilities Commission.

**(2)** Subsection (1) does not preclude a licensee from representing that the licensee is licensed under this Regulation.

AR 246/2005 s21;254/2007

**Unfair practice**

**21.1** A contravention of section 19(2)(a) is an unfair practice.

AR 198/2016 s2



**Offences**

**22** A contravention of section 8, 10, 12, 14, 15(4), 16, 17, 18, 18.1(4), (5) or (6), 19, 20 or 21 is, for the purposes of section 162 of the Act, an offence.

AR 246/2005 s22;72/2012

## **Part 4.1 Residential Heat Sub-metering**

**Definitions**

**22.1(1)** In this Part,

- (a) “dwelling unit” means any place occupied by an individual as a residence;
- (b) “energy” includes electricity as defined in the *Electric Utilities Act* and gas as defined in the *Gas Utilities Act*;
- (c) “heat sub-meter” means a device that measures
  - (i) the number of units of energy, whether by length, area, volume, capacity or time, or
  - (ii) any thing, including the temperature of water, for the purposes of calculating the number of units of energy that are supplied to a dwelling unit solely for the purpose of heating the dwelling unit, but does not include a master meter;
- (d) “master meter” means a device operated by
  - (i) the owner of an electric distribution system as defined in the *Electric Utilities Act*, or
  - (ii) a gas distributor as defined in the *Gas Utilities Act*,  
to measure the amount of electricity or gas supplied to a building in which one or more dwelling units are located;
- (e) “tenant” means a tenant within the meaning of the *Residential Tenancies Act*.

**(2)** In this Part, and, subject to subsection (3), for the purposes of applying the provisions of the Act to the subject-matter of this Part

- (a) the definition of “consumer” in section 1(l)(b) of the Act includes a tenant;

- (b) the definition of “services” in section 1(1)(k) of the Act includes
    - (i) the right to use or occupy property as a dwelling unit, and
    - (ii) the heating of a tenant’s dwelling unit, or the supply of water or energy for that purpose;
  - (c) the definition of “supplier” in section 1(1)(l) of the Act includes a landlord as defined in the *Residential Tenancies Act* and an agent or employee of the landlord.
- (3) Subsection (2) does not apply for the purposes of applying the following to the subject-matter of this Part:
- (a) section 6(2), (3) or (4) of the Act;
  - (b) any regulations, other than this Part, made under section 6(4)(aa) of the Act.

AR 309/2009 s4

**Application**

**22.2** This Part does not apply to any premises described in section 2(2)(a) to (i) of the *Residential Tenancies Act* or prescribed under section 2(2)(j) of that Act.

AR 309/2009 s4

**Unfair practices**

**22.3(1)** It is an unfair practice for a supplier to charge a tenant, based on readings taken from a heat sub-meter, for energy used to heat the tenant’s dwelling unit.

(2) Subsection (1) does not apply if the heat sub-meter is approved for use under the *Weights and Measures Act* (Canada).

(3) It is an unfair practice for a supplier to charge a tenant for energy based on readings taken from an approved heat sub-meter referred to in subsection (2), unless the supplier first discloses the following to the tenant in writing:

- (a) the readings;
- (b) the amount being charged for the energy reflected in the readings;
- (c) any amount being charged for administrative or other fees;

(d) the method used to calculate an amount referred to in clause (b) or (c).

(4) Subsections (1) and (3) do not apply in respect of any energy used before the coming into force of this section.

(5) This section applies despite any contract, whether made before or after the coming into force of this section.

AR 309/2009 s4

#### Offence

**22.4** Any supplier that contravenes section 22.3(1) or (3) is guilty of an offence.

AR 309/2009 s4

## **Part 5 Transitional Provisions, Consequential Amendments, Repeals, Expiry and Coming into Force**

#### Deemed licence

**23** If, immediately prior to the coming into force of this Regulation, a person held a licence issued under the former Regulation, that person is deemed to hold a licence under this Regulation.

#### Application to marketing contracts

**24** The former Regulation continues to apply to marketing contracts entered into before this Regulation comes into force.

#### Amends AR 178/99

**25** Section 3(3) of the *Designation of Trades and Businesses Regulation* (AR 178/99) is amended

(a) in clause (t) by striking out “*Natural Gas Direct Marketing Regulation*” and substituting “*Energy Marketing Regulation*”;

(b) in clause (w) by striking out “*Electricity Marketing Regulation*” and substituting “*Energy Marketing Regulation*”.

**Amends AR 191/99**

**26 The *Direct Sales Cancellation and Exemption Regulation* (AR 191/99) is amended by repealing section 3(3) and substituting the following:**

(3) Where an instrument that is a marketing contract of the kind referred to in sections 10 and 12 of the *Energy Marketing Regulation* is also a direct sales contract, that contract is exempt from the requirements of subsections (1) and (2).

**Amends AR 187/99**

**27 The *General Licensing and Security Regulation* (AR 187/99) is amended in section 18(4) by striking out “the *Electricity Marketing Regulation*, the *Natural Gas Marketing (Fair Trading Act) Regulation*” and substituting “the *Energy Marketing Regulation*”.**

**Amends AR 81/2001**

**28 The *Internet Sales Contract Regulation* (AR 81/2001) is amended in section 3 by repealing clauses (o) and (p) and substituting the following:**

(o) the business of marketing electricity or gas under the *Energy Marketing Regulation*;

**Repeal**

**29 The *Natural Gas Marketing (Fair Trading Act) Regulation* (AR 10/2004) and the *Electricity Marketing Regulation* (AR 12/2003) are repealed.**

**Expiry**

**30** For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on August 31, 2020.

AR 119/2015 s2

**Coming into force**

**31** This Regulation comes into force on December 1, 2005.



Notice to person representing business - strike out inapplicable word(s) highlighted by an \*.

AR 246/2005 Sched.1;4/2006;35/2007;309/2009

## Schedule 2

### Disclosure Statement to Consumer

(For Internet marketing contracts)

Please read this statement before you acknowledge it. Before you enter into a marketing contract for the supply of energy you should understand the following:

- 1 This contract is not a electricity or gas utility or government rebate program.
- 2 The business named in this contract may not be able to supply energy cheaper than your current utility company.
- 3 This contract can be ended only under the following conditions: \_\_\_\_\_ (insert termination conditions, including any notice period required).
- 4 If you move to another location within Alberta you WILL/WILL NOT\* still be responsible to buy energy under this contract.
- 5 You may cancel this contract from the day you acknowledge the contract until 10 days after a copy of the contract that you acknowledged is received by the marketer. You do not need a reason to cancel the contract. To cancel the contract, you must give notice of cancellation at the address in the contract. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, e-mail or by personal delivery. Under certain circumstances you may have more than 10 days to cancel the contract.

If you need more information on cancelling the contract, or if you feel you have been treated unfairly, you may contact Service Alberta at 780-427-4088. Outside Edmonton call 1-877-427-4088 toll free.

- Check this box to acknowledge that you have read this Disclosure Statement and understand its contents.

Notice to person representing business - strike out inapplicable word(s) highlighted by an \*.

AR 246/2005 Sched.2;35/2007;309/2009





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