

CODE OF CONDUCT
FOR DIRECT PURCHASE NATURAL GAS TRANSACTIONS

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TABLE OF CONTENTS

1.0	DEFINITIONS, APPLICATION, AND INTERPRETATION	3
2.0	LICENCE AND COMPLIANCE	9
3.0	AMENDMENT, EXEMPTIONS AND CANCELLATION FEES	10
4.0	FAIR MARKETING PRACTICES AND TELEPHONE SCRIPTS.....	10
5.0	BUSINESS CARDS AND IDENTIFICATION BADGES.....	14
6.0	TESTIMONIALS AND ENDORSEMENTS	15
7.0	SMALL-VOLUME CUSTOMERS: CONTRACT REQUIREMENTS...	16
8.0	SMALL-VOLUME CUSTOMERS: DISCLOSURE STATEMENT AND RATE COMPARISON.....	28
9.0	TRANSFER REQUESTS.....	29
10.0	SMALL-VOLUME CUSTOMERS: ANNUAL INFORMATION NOTICE	31
11.0	CONTRACT WITH ACCOUNT HOLDER ONLY	32
12.0	ASSIGNMENT	33
13.0	INFORMATION TO BE KEPT BY MARKETERS	33
14.0	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION.....	36
15.0	TRAINING AND PRODUCT KNOWLEDGE	37
16.0	GOVERNING LAW	38
17.0	DISPUTE RESOLUTION PROCESS.....	39

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 Natural Gas to a Customer, or act as agent with respect to the sale or offering for sale of Natural 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 Natural Gas in Manitoba.

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

This Code does not apply to any of the following:

- sales of natural gas to parties who are not end-users of that gas;
- sales under the Transportation Service or Fixed Rate Gas Commodity Service offerings of Centra Gas; and
- natural gas not transported to end users on Centra Gas's transmission or distribution system, such as liquefied natural gas or compressed natural gas delivered by truck.

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, APPLICATION, 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 Natural Gas, which may instead be referenced by a Marketer as Gas Commodity.

“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 Natural Gas (alternatively Gas Commodity); 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 Communication” 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.

“Electronic Signature” means electronic information that a person has created or adopted to sign an electronic document and that is in, attached to, or associated with the document.

“Initial Waiting Period” means a period of 48 hours beginning at the following time, as the case may be:

- (a) in the case of an Intent to Buy signed by means of a physical signature, the time the Intent to Buy is signed;
- (b) in the case of an Intent to Buy signed by means of an Electronic Signature, the time a Customer is provided with a copy of their signed Intent to Buy; or
- (c) In the case of an Intent to Buy agreed to by Electronic Communication, the time the Customer is provided with a copy of their agreed-to Intent to Buy.

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

“Gas Commodity Rate” means the Rate charged for Natural Gas, and excludes the cost of transportation, distribution, or delivery of Natural Gas to a customer’s Premises.

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

“Natural Gas” means natural gas to which this Code applies in accordance with clause 1.2 and which may instead be referenced as Gas Commodity by a Marketer.

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

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

“Rate Comparison” means the Gas Commodity 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 Gas Commodity Rate for Natural Gas 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 Natural 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.

Application

1.2 This Code applies in respect of natural gas that is offered to Sales Service customers by Centra Gas or Marketers. It does not apply to any of the following:

- (a) natural gas offered under Centra Gas’s Transportation Service as described in that utility’s Schedule of Sales and Transportation Services and Rates;
- (b) natural gas offered under Centra Gas’s Fixed Rate Gas Commodity Service;
- (c) compressed or liquified natural gas that is not transported to customers by means of Centra Gas’s transmission or distribution system.

Interpretation

1.3 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.

1.4 A reference to the Act made in this Code includes any regulations made under the Act.

1.5 Headings are for convenience only and do not affect the interpretation of this Code.

- 1.6** Words importing the singular include the plural and vice versa. Words importing a gender include any gender.
- 1.7** 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.
- 1.8** The words “include” or “including” are not used, nor are they to be interpreted, as words of limitation.
- 1.9** 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; section 8.0; clauses 9.1 - 9.4; section 10.0; subclauses 13.2(c)(i)-(iii), 13.2(d)(i)-(iii), 13.2(e)(i)-(iv) and 13.2(f)(i)-(ii), and clauses 15.3-15.5.

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 Natural 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 an Intent to Buy or Contract; and
 - iii) not use print or any Electronic Communication 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 in the following manner:

- (a) for Door-to-Door Transactions, by providing it in the following format at the time the Intent to Buy is signed:
 - i) by providing a physical copy to the Customer if the Intent to Buy is signed by means of a physical signature; or

- ii) by providing a copy by means of Electronic Communication if the Intent to Buy is signed by means of an Electronic Signature;
 - (b) for Telemarketing sales or Direct Mail Transactions, by mail or Electronic Communication; or
 - (c) for sales completed by Electronic Communication (other than Door-to-Door sales involving an Electronic Signature), by providing a prominent internet link that is accessible to the Customer before the contracting process is completed.
- 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 Natural 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 Natural 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 15.3 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 Natural Gas at the Gas Commodity Rate only and does not include charges for the transportation, distribution, or delivery 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 Natural 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) after the expiry of the Initial Waiting Period, the Marketer provides two physical copies or an electronic copy of the Contract to the Customer for signature, and
 - iv) after the expiry of the Initial Waiting Period, 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) after the Initial Waiting Period has expired, the Marketer provides two physical copies or an electronic copy of the Contract to the Customer for signature, and
 - iv) after the Initial Waiting Period has expired, the Customer provides a signed copy of the Contract to the Marketer by mail, facsimile, Electronic Communication or personal delivery, or agrees to the Contract by electronic communication;
- (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) after the Initial Waiting Period has expired, the Marketer provides the Contract to the Customer by Electronic Communication; and
 - v) after the Initial Waiting Period has expired, 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 17.0 of this Code;
- (o) details of the right of the Customer to unconditionally cancel the Contract, as set out in clause 7.3 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 Natural 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 Natural 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 Natural 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 Telemarketing, 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 A Marketer soliciting a Small-Volume Customer in a Door-to-Door Transaction must offer the Customer the opportunity to sign a paper version of the Intent to Buy, but with the permission of the Customer may obtain an electronic signature instead.

7.12 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) if the transaction is concluded by physical signature,
 - i) signed paper copies of the Intent to Buy, Disclosure Statement and Rate Comparison; and
 - ii) a paper copy of the Guide – Purchasing Natural Gas in Manitoba; or
- (b) if the transaction is concluded by Electronic Signature,
 - i) signed copies of the Intent to Buy, Disclosure Statement and Rate Comparison, provided by Electronic Communication;

- ii) unsigned paper copies of the documents referred to in subclause (i); and
- iii) a paper copy of the Guide – Purchasing Natural Gas in Manitoba, and a copy provided by Electronic Communication.

7.13 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

7.14 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.

7.15 Upon obtaining an Intent to Buy from a Small-Volume Customer, a Marketer must wait until the expiry of the Initial Waiting Period before providing the Customer with a Contract.

7.16 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.

7.17 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).

7.18 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.

7.19 A Marketer must not enter into a Contract with a Small-Volume Customer that has a term in excess of five years.

7.20 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.

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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.

7.26 A cancellation of a Small-Volume Customer's Contract takes effect on the Day that notice of cancellation is given in accordance with clause 7.23 or on the Day that the Customer and the Marketer agreed to.

7.27 If a Small-Volume Customer cancels a Contract under clause 7.3, the Distributor must adjust any bill for Natural Gas consumed under the Contract by recalculating the amount owing based on the Distributor's

variable Gas Commodity Rate for Natural Gas applicable at the time the gas was consumed.

- 7.28** If a Small-Volume Customer cancels a Contract other than under clause 7.3 and the Customer consumes Natural Gas after the date the cancellation takes effect, the Distributor must adjust any bill for any Natural Gas consumed after the cancellation takes effect by recalculating the amount owing based on the Distributor's variable Gas Commodity Rate for Natural Gas applicable from the date the cancellation takes effect.
- 7.29** 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.
- 7.30** With respect to a Small-Volume Customer, a notice of assignment under clause 12.1 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 7.22.
- 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 Natural 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 Natural Gas supply for a Small-Volume Customer to that Marketer or to supply Natural 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 Natural Gas supply for a Small-Volume Customer to that Marketer or to supply Natural 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 Natural Gas supply for a Small-Volume Customer to that Marketer or to supply Natural 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 Natural Gas supply for a Small-Volume Customer to that Marketer or to supply Natural 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 Natural Gas supply for a Customer other than a Small-Volume Customer to that Marketer or to supply Natural 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 Natural 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 Natural 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 Natural 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 Gas Commodity Rate for Natural Gas 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 Natural 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 Natural 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 Natural 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 ASSIGNMENT

12.1 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.

13.0 INFORMATION TO BE KEPT BY MARKETERS

13.1 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.

13.2 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 Natural Gas or arrange the Natural Gas supply to the Customer;
- (b) permission from the Customer to purchase Natural Gas from the Marketer or for the Marketer to purchase Natural 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.

13.3 A Marketer must, on the request of the Board, provide to the Board any of the information required to be kept under clauses 13.1 and 13.2 within 48 hours of the Board's request.

14.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

14.1 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.

14.2 Despite clause 14.1, Customer Information may be disclosed if the Customer Information has been sufficiently aggregated such that an individual's Customer Information cannot reasonably be ascertained.

14.3 A Marketer must inform a Customer of the conditions under clause 14.1 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.

14.4 A Marketer must not use Customer Information obtained for purposes of Marketing Natural Gas to the Customer for any other purpose without the Customer's prior Written consent.

14.5 If a Marketer uses Electronic Communication or Electronic Signatures, the Marketer must ensure that any Customer Information stored electronically, including all Electronic Signatures, are adequately protected and secured against fraudulent use.

15.0 TRAINING AND PRODUCT KNOWLEDGE

15.1 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

15.2 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.

15.3 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 15.2 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 15.3(a) and understands the rules and obligations imposed by this Code and the applicable Laws.

15.4 Any certificate filed pursuant to subclause 15.3(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.

15.5 A certificate under subclause 15.3(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 15.3(a). Any such certificate shall retain the unique certificate number assigned pursuant to clause 15.4.

16.0 GOVERNING LAW

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

16.2 Notwithstanding clause 16.1, 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.

17.0 DISPUTE RESOLUTION PROCESS

Complaints by Customers: Where Contract Offered or Entered Into

- 17.1** 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.
- 17.2** Where during any quarter of a calendar year a Marketer receives one or more complaints pursuant to clause 17.1 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.
- 17.3** If a complaint by a Customer under clause 17.1 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.
- 17.4** 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 17.4(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.

17.5 Within 14 Days after the Board Secretary dismisses a complaint pursuant to subclause 17.4(c) or refers a complaint to the Board pursuant to subclause 17.4(d), the Board Secretary must provide Written notification to the complainant and the Marketer of such action having been taken.

17.6 Within 30 Days of having been notified that the Board Secretary has dismissed a complaint pursuant to subclause 17.4(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.

17.7 Where the Board receives a complaint through referral from the Board Secretary pursuant to subclause 17.4(d) or through a request to review a dismissal pursuant to clause 17.6, 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 17.4(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.

17.8 Clauses 17.9 to 17.12 apply to a hearing of a complaint by the Board.

Board Hearing, Remedies and Penalties

17.9 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.

17.10 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.

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

17.12 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 Natural 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

17.13 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.

17.14 Clauses 17.3 to 17.7 and 17.9 to 17.12 apply, with necessary changes, to a complaint under clause 17.13.

General

17.15 Where any complaint has been resolved with the assistance of the Board Secretary under subclause 17.4(a) or the Board under subclause 17.7(b), the Marketer must implement the resolution immediately and provide Written confirmation of the resolution and implementation to the Board Secretary.

17.16 Any determination made by the Board under section 17 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

17.17 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 17.12 of this Code.