

## Stratacon Enrolment Form

(This form must be completed and returned to Stratacon)

### Contact Information:

<b>Name:</b>	
<b>Address:</b> (Please include street name & number, city and postal code)	
<b>Daytime Phone Number:</b>	
<b>Evening Phone Number:</b>	
<b>Email Address:</b>	

All the above information provided will only be used by Stratacon Inc. as outlined in our Privacy Policy available at [www.stratacon.ca](http://www.stratacon.ca).

### Please choose one of the following options:

**Option 1 - Pre-Authorized Payment Plan (PAP)** is a fast and convenient way of paying your bill. To take advantage of PAP, please sign and date below and return this form to Stratacon with a void cheque.

I / We authorize Stratacon Inc. to automatically withdraw from my/our bank account for payment of my electrical bills and I agree to the Terms and Conditions as outlined on the back of this form. Please note: For joint accounts, **all** depositors must sign if more than one signature is required on cheques against the account.

Date: \_\_\_\_\_ Signature(s): \_\_\_\_\_  
\_\_\_\_\_

**Option 2** - If you choose not to participate in the above PAP program, you can pay your electricity bill via **on-line banking, telephone banking, by cheque or at any of Canada's major banks or ATM's**. If you do not enrol in the PAP program, you will need to remit a security deposit of \$ 100.00 to Stratacon.

Please sign and date below, if you prefer to pay your monthly bill via on-line banking, telephone banking, by cheque or at any of Canada's major banks. Send a cheque for the security deposit\* amount of \$ 200.00 and return this form to Stratacon. By signing, I agree to the Terms and Conditions on the back of this form.

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

\*If the deposit payment is not received within 30 days, the deposit amount will be applied to your next invoice. Any further payments received will be applied to your deposit balance until the deposit amount is paid in full.

For further details on the security deposit, including criteria needed to have the security deposit waived, please contact Customer Service at 905-856-7694 or toll-free at 1-800-750-2960, Monday to Friday 9:00 a.m. to 4:30 p.m.

## Terms and Conditions

This is an agreement for the provision by Stratacon of Energy Services to the Customer and for payment by the Customer for the Energy Services provided by Stratacon.

Stratacon agrees to provide the following Energy Services to the Customer:

- i. Stratacon shall measure and record actual electricity use for the Residence.
- ii. Stratacon shall ensure metering equipment is operating properly.
- iii. Stratacon shall, monthly, prepare accounts for the Customer showing the amount of electricity consumed at the Residence and the amount payable by the Customer for electricity consumed and Energy Services.
- iv. Stratacon shall mail the monthly accounts to the Customer at the address of the Residence and shall take all steps to collect payment of the accounts in a timely manner.
- v. Stratacon shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis with all such fees to be disclosed to the Customer in advance by way of a fee schedule mailed to the Customer.
- vi. Stratacon will periodically provide the Customer with information concerning energy cost savings and conservation measures to assist the Customer in reducing electricity consumption and related costs.

The Customer agrees to pay for the Energy Services provided by Stratacon with payment to be made as follows:

- vii. By Cheque, Money Order, Direct Debit or Electronic Transfer of funds, any or all of which may be transferred by delivery to Stratacon's head office (see clause xvii below), by ordinary mail or through electronic delivery, as the case may be.
- viii. Payment is due upon receipt of account. Fourteen (14) days after the date of mailing of the account, interest shall accrue thereon at the rate of 2% per month, compounded monthly until such time as payment, inclusive of accrued interest, is made in full.
- ix. If the Customer fails to pay a balance due to Stratacon under this agreement, then Stratacon, after lawful demand and Notice to the Customer by ordinary mail to the Residence, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Residence until such time as the entire balance due, inclusive of interest, and disconnection or reconnection charges, and any administration charges, are paid in full.
- x. Any monies received by Stratacon in respect of an outstanding account shall be applied, first, to the electricity consumption component of the Energy Services charges outstanding at the time payment is rendered.
- xi. Stratacon may, in its sole discretion, require that overdue accounts be paid only by way of cash, certified cheque or direct electronic funds transfer.
- xii. The Customer agrees to deposit with Stratacon the sum of \$ 100.00 which shall be retained by Stratacon to the credit of the account due by the Customer upon termination of this agreement and in respect of the final account for Energy Services rendered by Stratacon.

In addition to the foregoing, Stratacon and the Customer agree and acknowledge as follows:

- xiii. Stratacon is not the owner of, nor is it responsible in law for the operation of, or condition of, LDC electricity metering equipment (other than its accurate measurement and recording), or electricity infrastructure at the Residence including, but not limited to, wiring, outlets, electrical panels, or fixtures; furthermore, Stratacon is not in any way in control of or responsible for the supply of electricity to the property on which the Residence is situated.
- xiv. No director, officer, shareholder, employee, agent or other contractor of Stratacon shall be liable at law to the Customer, an Occupier of the Residence or a Visitor to the Residence for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay accounts.
- xv. In the event that one or more provisions of this agreement are found by a court of competent jurisdiction to contravene applicable law, such provision(s) shall be severed from the agreement and the remainder of the agreement shall continue to be of full force and effect.
- xvi. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Energy Services shall be binding on the Customer after the date the Customer vacates the Residence or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
- xvii. Any Notice required or permitted under this agreement may be given by Stratacon to the Customer by ordinary mail sent to the residence, in which case the notice shall be deemed to have been given on the fifth day after mailing. A notice from the Customer to Stratacon shall be given by facsimile transmission, or ordinary mail (deemed effective fifth day after mailing) to the address below.
- xviii. The Customer shall provide written notice to Stratacon, in accordance with the notice requirements set out in clause xvii, of their intent to vacate and/or assign the Residence and of their forwarding address. This notice must be provided to Stratacon at least 60 days prior to the Customer vacating the Residence and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Residence, Stratacon will complete a final reading for billing purposes. The Customer will be mailed a final account within 15 days of the final reading and any deposit held by Stratacon to the credit of the Customer shall be applied toward payment of the account and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the customer after payment of the account, the balance of the deposit shall be forwarded, forthwith, by Stratacon to the Customer. Where the customer fails to comply with this clause, the Customer's obligation to pay Stratacon for Energy Services shall continue until Stratacon has made a final reading and the final account is paid.
- xix. This agreement may be terminated by Stratacon by giving the Customer 60 days' notice of same, in which case Stratacon may conduct a final reading on the termination date and render a final account in respect of Energy Services hereunder. Where such a final account is rendered the provisions of clause xviii apply, with necessary modifications, to payment of the final account and the application of any deposit thereto.
- xx. This agreement may be terminated by the Customer only in accordance with clause xviii of this agreement. Any Notice given by the Customer shall be binding on all Customers to this agreement.
- xxi. This agreement constitutes the entire agreement between the parties and it is acknowledged that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives.