

Demand Response for Business program

Terms & Conditions v 2.1

1. **Program:** Businesses that reduce their electricity consumption during specified peak events (each an **"Event"**, collectively the **"Events"**) may be eligible to receive a rebate on their BC Hydro electricity bill, as determined by BC Hydro in its sole discretion.
2. **Eligibility:** Customers on distribution rate (Small General Service, Medium General Service and Large General Service) are eligible to apply while residential and transmission accounts are not eligible.
3. **Term:** The Agreement commences on the date BC Hydro confirms its acceptance of the Application via email (the **"Effective Date"**) until terminated by either party.
4. **Termination:** BC Hydro reserves the right to change or terminate the Program and remove the Business from the Program at any time with notice for any reason, including without limitation the Business' breach of the Agreement or the Business' lack of participation. The Reward (as defined below) earned prior to a change or termination of the Program may be administered by BC Hydro at its sole discretion in accordance with the Agreement. The Business may terminate this Agreement by providing BC Hydro with one (1) day prior written notice of such termination. Should the Business exercise its option to terminate this Agreement, the Business may not reapply for participation in this Program for one (1) year from the effective date of termination.
5. **Seasons:** The winter season covers the period between November 1 to March 31 (the **"Winter Season"**) and the summer season covers the period between June 1 to September 30 (the **"Summer Season"**) (each a **"Season"**). Participation in the **Winter Season** is open to all eligible customers and **Summer Season** is restricted to those located in Non-Wires Alternative (NWA) areas.
6. **Events:** BC Hydro may call up to a maximum of twenty (20) Events per Season during the Term of the Program. The exact number and timing of the Events will be determined by BC Hydro in its sole discretion. Duration of each Event may vary and typically will be approximately four (4) hours. BC Hydro will notify the Business of upcoming Events to the email address provided on its Application no less than twelve (12) hours before the start of each Event. It is the sole responsibility of the Business to provide BC Hydro with any changes to its email information, if needed, to receive notifications for the purposes of the Program. BC Hydro shall not be responsible for any Business' failure to receive any Event notification for any reason, including but not limited to, notifications sent to an incorrect email address, internet disturbance, and transmission failure.
7. **Calculating Electricity Reductions:** To determine whether the Business has successfully achieved a reduction in electricity consumption during an Event, BC Hydro will compare the Business' electricity usage during an Event to that Business' average electricity usage, or baseline, during the five (5) business days prior to that Event, as determined by BC Hydro, at its sole discretion. The dates used to calculate the Business' baseline will exclude weekends, holidays and prior Event days.
8. **Average Seasonal Demand:** At the end of every season, the **Average Seasonal Demand** will be calculated by getting the total demand reduction for each event divided by the total number of events the customer participated in. If the customer increases their demand, this will be considered an opt out of that event.
9. **Reward:** If BC Hydro determines, in its sole discretion, that the Business was successful in reducing electricity during the Events, a rebate equivalent to the amount posted on the BC Hydro webpage will be applied to the **Average Seasonal Demand** and will be rewarded to the Business' bill upon completion of each Season. The amount posted may be amended or eliminated by BC Hydro in its sole discretion from time to time without further notice to the Business (the **"Reward"**). For clarity, BC Hydro reserves the right to amend the amount of the Reward at any time for any reason. Customers must participate in at least 50% of the events to be eligible for the season reward.

10. There are no penalties for choosing not to participate in any Events, or for failing to reduce electricity consumption during any Events. The Reward, if any, shall be made by rebate only to the Business' BC Hydro electricity bill and is non-transferable, non-exchangeable, and non-refundable. The Reward is an offset against the amount owed by the Business to BC Hydro for electricity, which is a mechanism for providing the Business a reward for the Business' participation in the Program and is not a deduction of, variance from, or waiver of, the amounts owed by the Business for electricity provided by BC Hydro under the applicable rate schedule. Any Reward associated with the Events shall be determined solely by BC Hydro at its discretion.
11. The Business acknowledges and agrees that BC Hydro does not guarantee any electricity cost savings or other benefits arising from the Business' participation in the Program.
12. **Exclusions from the Program:** BC Hydro, at its sole discretion, has the right to exclude any participating Business from the Program, without notice and for any reason, including, but not limited to:
 - a. the Business moving into a new commercial space; and
 - b. smart meter damage;If the Business no longer wishes to participate in the Program, the Business may email demand.response@bchydro.com to request BC Hydro to withdraw its participation.
13. **Notice:** The Business shall provide BC Hydro with at least thirty (30) days' written notice if it is moving from its Address during the Term of the Program and the Business' participation in the Program shall be terminated upon receipt of such notice.
14. **Liability:** The Business accepts at its own risk any and all liability associated with the actions taken to attempt to achieve electricity reductions in respect of or associated with the Program and for the purposes of complying with the Agreement. BC Hydro is not liable for any damages howsoever arising from or associated with the Business' involvement in this Program, including but not limited to the Business' electricity reduction actions, or the level of electricity reductions achieved. The Business will release, indemnify, and save harmless BC Hydro, including its affiliates and their respective employees, officers, trustees, directors, agents, consultants, and others for whom it is in law responsible (collectively, the "**BC Hydro Parties**") from any and all liabilities, damages, losses, personal injury including without limitation, death, negligence, interest, penalties, fines, monetary sanctions, costs or expenses and any claims, suits, and demands whatsoever, including claims for physical damage, indirect, consequential or economic loss any claims arising for any reason, whether directly or indirectly, from or in connection with the Program, it being understood that such foregoing obligations shall survive completion of the Program, or early termination or withdrawal from of the Program.
15. **Access and use of Personal Information and Protection of Privacy:** The Business consents to being contacted by BC Hydro or one of its agents for the purposes of administering, evaluating and researching all elements of the Program, including conducting surveys regarding the Program. The Business further agrees that BC Hydro may use the information in the Application and access the Business' utility account data, including electricity consumption for the purposes of administering the Program and calculating electricity reductions, in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia). Questions about the collection and protection of personal information for this Program should be directed to a Customer Service Representative at 1-800-224-9376 or email at demand.response@bchydro.com section shall survive expiration or early termination of the Program or the Agreement.
16. **General:** The Agreement, along with the Application constitute the entire agreement between BC Hydro and the Business. BC Hydro's decision(s) relating to the Program shall be final and binding and not subject to appeal. This Agreement shall be interpreted and governed by the laws of British Columbia. All titles and headings are inserted for convenience of reference only and shall not be referred to in interpreting this Agreement. Time is of the essence of this Agreement. If one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.