



# General Terms and Conditions of Supply

# **General Terms and Conditions for the supply of electricity by BE Energy Ltd to domestic premises in Republic of Ireland**

## **What these terms cover:**

These are the general terms and conditions on which we will supply electricity to you. These general terms and conditions, as amended from time to time, along with your customer agreement form, Welcome Letter and tariff specific Terms and Conditions form your Agreement with us (BE Energy).

## **Why you should read them:**

Please read these terms and conditions carefully before the end of your 10 working day cooling off period. These terms and conditions tell you who we are, how we will supply electricity to you and bill you, how you and we may change or end the contract, what to do if there is a problem, what charges you might incur outside of your general tariff rate and other important information. If you think there is a mistake in these terms, please contact us to discuss

## **Contact:**

If you need to contact us to discuss your Agreement, these Terms and Conditions, get up to date information on anything outlined below or for any other reason our contact details are:

**By post:** BE Energy, PO Box 42, Lifford, Donegal

**Phone:** 1800 817 383 (Freephone) – see the website for opening hours

**Email:** [info@beenergy.ie](mailto:info@beenergy.ie)

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## 1. Scope of Agreement

- 1.1** These are the standard terms and conditions for the supply of electricity up to the relevant Available/Authorised Capacity by BE Energy, a company incorporated and registered in Ireland with company number 496678 whose registered office is BE Energy, 15 Clanwilliam Terrace, Grand Canal Quay, Dublin 2 (“BE energy/we/us”) to a person (“you”) at the relevant Supply Points.
- 1.2** These standard terms and conditions together with the terms and conditions specific to the tariff that applies to your supply provided upon request and available on our website ([www.beenergy.ie](http://www.beenergy.ie)) and the BE Energy Customer Agreement Form (“CAF”) which comprise the legally binding contract (“Agreement”) between you and us.
- 1.3** For the avoidance of doubt, in the event of any conflict between these standard terms, the terms and conditions specific to your tariff and your CAF, the terms and conditions specific to your tariff shall apply and take precedence followed by the CAF and then these standard terms and conditions.
- 1.4** This agreement applies if you are a Domestic Customer in Ireland. In standard, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose to a domestic premise. If you are unsure whether you are a Domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply.
- 1.5** This Agreement is based on information you have provided to us, either directly or through an agent. However, if:

- we cannot check any important information about you or your meter or the information available is not up to date, or the information provided by you is significantly inaccurate, false or misleading,
- or we cannot supply a customer with your type of meter or your metering arrangements,
- or your meter or metering arrangements are not suitable for the tariff or payment option you have chosen

We may choose not to go ahead, which means we will terminate this agreement and where possible, offer you different terms to reflect your supply circumstances and/or offer you a different payment option. In line with this clause we may ask you to change your meter or metering arrangements to be arranged by yourself and at your own cost.

## 2. When this Agreement starts

**2.1** This Agreement commences and runs from the date that you:

- a) signed it; or
- b) accepted it on the phone; or
- c) sent in an online application; or
- d) a date agreed between you and

us; or

If none of these apply to you, the agreement starts when you start taking supply of electricity from us at the relevant Supply Point. This may be through a deemed contract, this deemed contract will continue to apply until we supply you through an agreement you have signed, or accepted on the phone or accepted online, or until you take supply from another electricity supplier. For further information on deemed contracts see Section 9.

**2.2** If we are taking over from another supplier or where the relevant premises is already connected to the electricity distribution system, we shall begin supplying electricity under this Agreement normally within 10 working days and by not later than 15 working days after this Agreement has begun in accordance with clause 2.1, unless:

- a) You request and agree with us a later date for the start of the supply of electricity; or
- b) the Registered Supplier for the property objects to the Supplier Transfer; or
- c) there are other circumstances.

## 3. Variations to this Agreement

**3.1** We may change the terms of this Agreement, including the tariffs and charges, from time to time subject to:

- a) Sending a written notice (by email or post), outlining the changes in clear, transparent and easy to read and understand language. This notice will be communicated to you using your preferred method of communication and within at least 30 days in advance of the date the variations are due to take effect.

- b) Where the variation changes terms with regards to price, provide you with the new proposed tariff alongside your existing tariff. This shall be set out in terms of each tariffs respective unit rate i.e. cent per kWh.

**3.2.** We shall also publicise details of any variations to this Agreement made in exercising our right under clause 3.1 on our website and ensure that our website features the most up-to-date version of our general terms and

conditions and terms and conditions specific to each tariff.

**3.3.** A variation to this Agreement does not affect your right to be able to terminate it under Clause 4 of these general terms and conditions or under the corresponding clauses in the terms and conditions applicable to your tariff.

**3.4.** Except as explicitly set out in this Agreement, no variation of this Agreement proposed by you, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

**3.5** At the end of your contract, you will automatically be reverted to our standard tariff available at the time. However, you will receive written notification no less than 30 days and no more than 60 days in advance of the expiry of your contract.

**3.6** If you have remained on the same tariff for 3 years or more, we will issue you with written or email notification on an annual basis to encourage you to review your contract.

#### **4. Ending this Agreement**

**4.1** This Agreement shall continue until it is ended by BE Energy or you in accordance with the terms of this Agreement.

##### **YOUR COOLING OFF PERIOD**

**4.2** This Agreement may be terminated by you for any reason by contacting us by post, email or phone stating your name, address, and contact number at any point within the cooling off period of 10 working days, which begins when you, the customer, have received the T&C's, and in accordance with clause 2.1:

- (a) the date you signed this Agreement; or,
- (b) the date you accepted this agreement on the phone; or,
- (c) the date you sent in an online application form; or,
- (d) the date agreed with us by you as the start date for the Agreement;

or if none of the above apply,

- (e) the date the Relevant Address is connected to the electricity distribution system.

#### **WHERE YOU'RE TRANSFERRING TO A NEW SUPPLIER**

**4.3** This Agreement will terminate where you have agreed to switch to a new supplier when the new electricity supplier commences supply of electricity to the supply point at the Relevant Address.

**4.4** Clause 4.3 is subject to the following:

- (a) BE Energy may object to and prevent the transfer where:
  - (i) you tell us that you have not entered into an agreement with a new supplier and want us to prevent the transfer; or
  - (ii) your new supplier agrees that the transfer was a mistake; or
  - (iii) you have an outstanding amount owed to BE Energy that is over the debt levels as set by the CRU at the relevant time.

- (b) We will send you a final bill within six weeks of the transfer to your new supplier being completed and where applicable issue a refund of any credit attributable to your account at the time this Agreement ends.

(c) There is no charge for transferring to a new supplier and we will endeavour to do anything reasonably possible to help with the transfer.

(d) Where an exit fee is applicable to your tariff you will be required to pay it upon switching to a new supplier as set out with the terms and conditions applicable to that tariff.

(e) We also reserve the right to perform a credit check on your account(s).

#### WHERE YOU'RE MOVING HOME

**4.5** You may terminate this Agreement when you move from the Relevant Address to this Agreement. In exercising your right under this clause, you must ensure you do the following:

- a) Provide notice to us of your wish to terminate the Agreement for the reason of moving from the Relevant Address by phone, email or writing at least two working days prior to moving.
- b) Provide us with details of your new address and your final meter readings to ensure a final bill can be issued to you.

**4.6.** Where you terminate this Agreement under clause 4.5 this Agreement shall be deemed to have ended on the date agreed by you with us; or, when the next meter reading is due; or, when the supply is taken over by the new resident of the relevant address or whichever is first of these.

**4.7.** If you terminate this Agreement by exercising your right under clause 4.5 and wish Budget Energy to continue to supply your electricity at your new premises, please contact our

Customer Service Team in accordance with the contact details outlined at the top of these General Terms and Conditions.

#### WHERE WE HAVE PROPOSED A VARIATION TO YOUR TERMS AND CONDITIONS

**4.8** You may terminate this Agreement where you do not accept any variations to this Agreement proposed by us under Clause 3.

**4.9** To terminate this Agreement under this clause, provide notice of your wish to do so by phone, email or by post. Should BE Energy not hear from you within the (30 days) notice period, by continuing to receive the supply of electricity you will be deemed to have given your express consent to accepting the change and that you are happy for the contract to continue on the updated terms and conditions.

#### WHERE YOU WISH TO BE DISCONNECTED FROM THE ELECTRICITY DISTRIBUTION SYSTEM

**4.10** You may terminate this Agreement by having the supply point at the Relevant Address disconnected from the supply distribution system. To terminate the Agreement under this clause, provide notice by phone, email or by post and we will arrange within 10 working days for the supply point to be disconnected. This Agreement will terminate under this clause on the date the disconnection takes place.

#### SUPPLIER OF LAST RESORT

**4.11** This Agreement shall be deemed to be automatically terminated from the date the CRU issues a Last Resort Supply Direction to another electricity

supplier to supply electricity to the supply point at the relevant address.

### FINAL BILL

**4.12** Where this Agreement is terminated by you, you agree to provide us with a meter read for the supply point at the Relevant Address for the date of termination. If you do not fulfil your obligation under this clause, ESNB (Electric Supply Board Network, i.e. the Network Operator, or meter provider) will estimate the final meter read for the supply point at the relevant address and BE Energy will provide a final bill reflecting the estimate.

### WHERE WE MAY END THE AGREEMENT

**4.13** This Agreement may be terminated by BE Energy by giving written notice if:

- a) You are in material breach of this Agreement; or
- b) You have not paid a security deposit (if required) when reasonably requested; or
- c) Your electricity consumption is in excess of what we, acting reasonably, deem to be appropriate for a Domestic Customer; or
- d) We provide you with 28 days' notice of our intention to terminate this Agreement; or
- e) We have good reason to suspect you have used energy without permission or committed theft of energy; or
- f) We have good reason to believe the information you've given us is false or misleading; or

- g) You fail to provide us with all the details that we require to register you for a supply of electricity; or
- h) You are the subject of insolvency or bankruptcy proceeding; or
- i) We are unable to provide you with a supply (including but not limited to where we lose our license)

**4.14** Any outstanding liability or monies owed by you to BE Energy shall remain due to BE Energy after this Agreement has been ended.

**4.15** On termination of this Agreement you agree to pay any amount owed to us within 10 working days of the date this Agreement is terminated or within 10 working days of being provided with a final bill by us whichever of these is later.

**4.15** Termination of this Agreement shall not affect either of the parties' rights, remedies, obligation and liabilities that have accrued as at termination.

**4.16** Clauses which expressly or impliedly survive termination of this Agreement shall do so.

**4.17** This Agreement shall continue to apply until it ends and you must pay for all electricity used up until it ends.

**4.18** You can renew your contract at any time with BE Energy by completing an application online or by calling our sales team on freephone 1800 817 383. All renewal applications will be processed and accepted provided you are not in breach of clauses 4.12 & 4.13

## 5 Price and Payment

- 5.1** You agree to take and pay for the supply of electricity and any other taxes or charges applicable at the time in accordance with the terms and conditions specific to your tariff which is part of this Agreement.
- 5.2** You must pay your bill in line with the specific payment conditions of Your Price Plan. If you pay us by direct debit, We reserve the right to change our direct debit collection date and We will notify you in advance of doing this.
- 5.3** Where you are a customer and not on a prepayment meter we will provide you bills every two months through your indicated preferred means of communication and including all the information as required under our Licence.
- 5.4** ESNB may estimate your usage using your consumption history and standard industry practice. BE Energy will then request payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your home and you are unable to provide us with a reading before the bill is issued. Where we have used an estimated meter reading for a bill, you can call our Customer Services via the contact details outlined to submit a reading or via the BE Energy App and we will issue a new bill.
- 5.5** If you disagree with the estimate of your electricity usage, you may contact our Customer Services Team as set out at the top of these standard Terms and Conditions.
- 5.6** Where you are a customer paying for the supply of electricity through a Pay as You Go meter we will provide you a statement at least once every twelve months outlining your consumption against your payment history and any other information as required under our License.
- 5.7** If you pay us any amounts under this Agreement, we will apply the sum received against any charges due under this Agreement in the order in which they became due and we will credit or debit your account with the balance (if any) in your next bill or statement.
- 5.8** You must pay us by one of the methods agreed by us and may include in advance through a pay-as-you-go keypad meter, in arrears, via the BE Energy App or by direct debit.
- 5.9** Where the agreed payment method is through a direct debit instruction for a fixed equal amount each month we may change, where reasonable, the monthly amount payable by you and/or the number of months for which you will pay the equal amount. You will be notified 14 days in advance if there is any change in the amount to be debited unless you have agreed otherwise or in line with the Irish Payment Services Organisation (IPSO) standard for notification of direct debits.
- 5.10** If you don't provide a direct debit instruction or withdraw from one or do not pay by one of the payment methods agreed with us (as appropriate to your Agreement) we reserve the right to change the frequency of your bills and alter the prices accordingly, we will notify you in advance of doing this. You will then be required to pay a security deposit or have your meter replaced with a pay-as-you-go keypad meter.
- 5.11** If any payments are late we reserve the right to charge you:
- a) a late payment fee or interest from the due date at a rate equal to 3% above the Euro Inter Bank Offered Rate, accruing on a



daily basis until payment is made.

- b) reasonable costs of trying to recover overdue payments including but limited to any third party costs incurred in recovered or collecting the late payment.

**5.12** BE Energy may from time to time make changes to tariffs, these changes will be available for viewing on our website [www.beenergy.ie](http://www.beenergy.ie) where we keep our most recent and up to date information for customers

**5.13** You must agree to provide accurate information regarding the premises, and all details we request to ensure we can provide you with the most suitable tariff.

**5.14** For the avoidance of doubt, notwithstanding any requirement from the CRU to the contrary we are not required to notify you of any special tariffs introduced by us from time to time and we shall have no liability to you in the event that you have not availed of any special tariff offered by us from time to time. In the event that you are not on a special tariff or you have chosen the incorrect tariff for you, we will not be held accountable for this or any charging that has occurred due to you not being on a special tariff or your incorrect selection

**5.15** If for any reason the meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used. If you dispute the accuracy of your electricity meter and if it is tested at your request by ESBN, you will be required to pay a standard charge for the test after it has been established that there are no faults.

**5.16** Please tell us immediately if you have difficulty paying. We offer a variety of payment methods for paying bills including payment in arrears, by direct debit and through an ESBN pay-as-you-go keypad meter. Further details of these are listed in our Code of Practice on Billing and Disconnection.

**5.17** If your chosen pricing structure is incompatible with your existing electricity meter, you should contact ESBN to arrange for your meter to be reprogrammed and/or replaced. Please be aware you may be charged for this.

**5.18** If you have registered as a customer jointly with other people, the expression “you” will apply to each person. You will be considered jointly and severally responsible for paying all outstanding charges until they are paid in full. This means that we will be entitled to claim either part of the amount owed from you as a whole, or the whole sum from any individual.

**5.19** If you have an account with us at other premises, we may transfer any credit or debt between your accounts to recover any amount owed by you to us.

**5.20** A matter is considered to be in genuine dispute for the purposes of this Agreement when we are presented with independent evidence that is countervailing to the evidence used by us to justify any amount payable by you.

**5.21** If any amount payable by you is in dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we will adjust the amount owed by you as a result.

## 5 Additional Account Charges

- 6.1** We reserve the right to pass on to you additional charges that we are required to pay to the ESBN and are incurred by us due to work carried out in relation to your meter or account, including but not limited to:
- (a) Field work charges where you miss or cancel an appointment arranged with the ESBN.
  - (b) Meter accuracy test carried out where you request the accuracy of the meter to be checked and confirmed (Charge will be applied after the test and only if your meter is deemed not to be faulty).
  - (c) Where you request a meter reading outside of the ESBN's reading schedule. You will not be charged for this where it is in relation to a dispute to the engineers' original meter reading and where the customer requested reading is not in correlation with the disputed reading, if it does correlate a charge will be applied to your account.
  - (d) Repair or replacement of the meter where the meter has been damaged as a result your actions.
- 6.2** Where a direct debit payment has been returned unpaid as 'refer to payer', we may apply a charge to cover any bank charges/costs.
- 6.3** Where you require a copy of your Bill additional to what we have already made available online, via our App or post a charge may be applied to your account for each copy bill.
- 6.4** We reserve the right to pass on any other charges reasonably accrued in relation to the administration and upkeep of your account.

## 7 Security Deposit

- 7.1** We may ask you to pay a deposit as security against payment for your electricity in line with our licence requirements. We may request a security deposit if:
- (a) You do not meet our credit criteria and our credit checks indicate to us that this is an appropriate payment method for you; or
  - (b) You fail to pay or are late in paying any amount due to us (including but not limited any security deposit requested); or
  - (c) You do not pay for your electricity by direct debit or by ESBN pay-as-you-go keypad meter.
- 7.2** If you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through an ESBN pay-as-you-go keypad meter. If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing an ESBN pay-as-you-go keypad meter. This keypad meter is an alternative method for paying for the supply of your electricity and it can help you manage your costs more effectively.
- 7.3** If you owe us money and are ending this Agreement, we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:
- (a) Within 28 days of supply ending under this Agreement
  - (b) If you subsequently choose to pay for your electricity by monthly direct debit or through an ESBN pay-as-you-go keypad meter.

This is provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be sent.

Relevant address with the Network Operator and you must inform us if that standard connection agreement terminates.

**7.4** Subject to clauses 8.1, 8.2 and 8.3 if for a 12 month period from the date of provision of a security deposit in relation to your account you have paid all charges for the supply of electricity within 28 days of receipt of a written demand the security deposit shall be repaid to you within 28 days from the end of that 12 month period.

**8.4** The Network Operator may deem that a standard connection agreement in the name of a previous occupant of the Relevant Address shall apply to you. In that case, you do not need to enter into a new standard connection agreement, but you must keep to the conditions of the existing standard connection agreement.

## **8 Terms of Connection**

**8.1** It is a condition of supply that you have a Connection Agreement and keep to its conditions. Please read the DSO conditions for connecting you to the electricity distribution system, you can get these from the DSO website at [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks)

**8.5** The Network Operator is responsible for the quality and continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please contact the Network Operator.

**8.2** The terms of the connection agreement are the Network Operator's Standard Connection Terms and Conditions which may be obtained by contacting the Network Operator or our Customer Service Team. The standard connection agreement is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home.

**8.6** Your electricity meter is owned, serviced and read by ESNB. We are not responsible for any damage caused to the meter or by any representatives of the ESNB who may attend at your premises in connection with the meter and you should contact the ESNB in such circumstances.

**8.3** You are entitled to negotiate terms of connection of your supply point(s) at the Relevant Address to the network that are not the same terms as the Network Operator's Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a standard connection agreement in force for your supply point(s) at the

**8.7** Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the ESNB and make arrangements for the meter to be moved. Metering equipment is presumed to be accurate. You should notify us, or the ESNB without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the ESNB without delay if you

believe that there has been damage to or interference with the metering equipment. You must agree to provide us with all relevant information, which we may reasonably require.

**8.8** You must allow the ESNB safe access to the meter at any time in an emergency. You must also provide access to the meter at all reasonable times to enable the ESNB to:

- (a) Install, repair, remove or replace the meter; or
- (b) Read, test or inspect the meter; or
- (c) Disconnect or reconnect your supply.

**8.9** If anyone else at the relevant address uses the electricity supplied to the supply point, you will be responsible for their use of the electricity and for paying any Electricity Charges incurred and any other appropriate or associated charges incurred from time to time.

## **9 DEEMED CONTRACT**

**9.1** A Deemed Contract will be in place where a premise is no longer subject to a contract for supply of electricity by BE Energy and is connected to a supply, by BE Energy, under a Deemed Contract.

**9.2** The Terms of a Deemed Contract constitute an agreement for the supply of Energy between you and BE Energy. Customers supplied under a Deemed Contract are free to enter into a contract of supply with BE Energy or with another supplier. Where a Deemed Contract is in place, it will continue until you register and enter into a new contract with BE Energy or you enter into a contract with another provider.

**9.3** Under a Deemed Contract you will be charged BE Energy's standard rate applicable at the time and you are

responsible for the payment for the energy supplied. Under a Deemed Contract we will issue bills to your property based on actual or estimated meter readings which you are liable to pay. Where a premise is no longer subject to a contract of supply with BE Energy and is being supplied under a Deemed Contract, it will be at risk of disconnection.

## **10. ENERGY THEFT AND FRAUD PROTECTION**

**10.1** Tampering with or bypassing metering equipment is dangerous. Theft of energy is a criminal offence. Under Schedule 5 of The Energy (Miscellaneous Provisions) Act 2012 it is an offence for any person to prevent the meter from duly registering and recording, or otherwise causing to be registered and recorded, a quantity of electricity or gas, as the case may be, supplied to a property

**10.2** It is your responsibility to take all reasonable steps to make sure no one tampers or interferes with the metering equipment. If there is any damage, a fault or a problem with the meter, or if you think it has been tampered with, you must inform us immediately, by calling BE Energy on 1800 817 383.

**10.3** Where we suspect fraud or theft of electricity BE Energy will take all reasonable steps to investigate and prevent this and recover any charges due to us but not paid due to that fraud or theft.

**10.4** Charges which can be recovered as a result of energy theft include the cost of repairing or replacing the tampered meter including the cost of installation and connection. BE Energy will also recover the cost of all electricity obtained from us without

charge as a result of the meter tampering. Any charge for energy used will be applied at the standard tariff rate applicable at the time of the fraud or theft.

**10.5** ESNB will investigate any reported or suspected Theft of Electricity or interference with or damage to any ESNB equipment and, where appropriate, shall cooperate with BE Energy and the Garda Síochána in relation to such investigations.

**10.6** If you suspect any electricity meter has been tampered with report it immediately. Call ESNB on 1850 211 827 or visit [ESB Networks](#) and fill in their online confidential form

## 11 Disconnecting your Electricity Supply

**11.1** Your supply may be disconnected by ESNB from time to time, for example, to carry out repairs or maintenance to the network. Supply may also be cut off upon your request

**11.2** Where we disconnected your supply subject to clause 10.1 you must pay any reasonable costs incurred in disconnecting the supply point at the relevant address.

**11.3** Provided it is reasonable for us to do so we will reconnect your supply where the matter causing the disconnection has been resolved. You must pay any reasonable costs incurred in reconnecting the supply point at the relevant address.

## 12 Codes of Practice

**12.1** We have Codes of Practice, providing guidance as to the services we provide. These Codes of Practice have been approved by CRU and cover the following areas:

- (a) Code of Practice on Complaint Handling
- (b) Code of Practice on Billing and Disconnection
- (c) Code of Practice on Marketing and Advertising
- (d) Code of Practice on Customer Sign Ups
- (e) Code of Practice on Provision of Services for Vulnerable Customers
- (f) Code of Practice on Pay As You Go Metering and Budget Controllers

You can also view our commitments to providing a quality service to our customers in our BE Energy Customer Charter.

## Special Services Customers and Priority Services Register

**12.2** BE Energy will provide certain services to our customers who require special services or priority support in relation to their electricity usage. Details of these special services are set out in our Code of Practice for Provision of Services for Vulnerable Customers.

**12.3** BE Energy will maintain a register of special services customers and priority support customers. If you wish to be treated as a special services customer or priority support customer and receive the services as set out in our Code of Practice, you must give us the necessary information that we require to compile these registers and we agree that we will not disclose this information except to ESB Networks who require the information to perform certain services for you and in accordance with these Conditions and the law

## 13 Making a Complaint

**13.1** If you are unhappy with any aspect of the service BE Energy have provided please contact our Customer Service Team or see our complaints procedures as detailed in our Code of Practice on Complaints Handling as outlined in clause 12.1.

**13.2** If you are not satisfied with our attempt to resolve your complaint you can contact the Commission for Regulation of Utilities (CRU) who can help resolve your complaint by email [customercare@cru.ie](mailto:customercare@cru.ie) or telephone 1890 404 404.

## **14 Legal Liability**

**14.1** We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement, negligence, or breach of statutory duty. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement or negligence. Neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect, consequential or unforeseeable losses nor for the business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.

**14.2** We will not have any liability whatsoever arising in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of the Network Operator.

**14.3** Our liability to you shall be limited to €100,000 for any incident or series of related incidents. If you think your loss is likely to exceed €100,000, you may wish to consider taking out an insurance policy.

**14.4** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

**14.5** Nothing in this agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, or protection provided for through the Consumer Protection Act 2007.

**14.6** Neither party is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement. In particular, ESBN is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

## **15 Notices**

**15.1** Any notice or other communication required under this Agreement will be in writing and will be sent by post or by e-mail and will also be published on our website. Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by you to us. Any notices sent by e-mail will be sent to the e-mail address notified by you to us (if any). We'll assume you've received posted notices within 5 working days after posting and electronic notices on the same working day as we send it unless we receive evidence to the contrary.

## **16 Governing Law**

**16.1** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of the Republic of Ireland.

**16.2** Each party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**16.3** If any clause or part clause of this Agreement, is found to be, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part clause shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## **17 Assignment**

**17.1** You may not assign or transfer this Agreement, or any of the rights or obligations arising from it without our prior written agreement from us.

**17.2** Save where we have agreed for you to transfer this agreement to someone else under 17.1. Nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other

person in order to end the Agreement or make any variations to it.

**17.3** On assignment or transfer, we may hand over your security deposit and any interest in that deposit to the party relevant in Clause 17.2 or refund it to you.

## **18 Waiver**

**18.1** A waiver of any right or remedy under this Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by us to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19 Data Protection and Privacy**

**19.1** We acknowledge and respect your right to privacy. We acknowledge our obligations under the General Data Protection Regulation (GDPR) which provide you with greater control over your personal information, including a right to object to processing of your personal information where that processing is carried out for our business purposes.

**19.2** How we collect, use, store and share your data is set out fully in our Data Protection statement and privacy policy which is available on our website through our privacy centre at [www.beenergy.ie](http://www.beenergy.ie)

**19.3** We will use the personal information you provide to us to provide you with

an effective service. This includes your name, address, and contact details, information relating to your consumption of electricity, billing, and payment data. Where appropriate, we may also hold information supplied by you, such as credit card or debit card information or information relating to special circumstances you may have. We may keep your data for a reasonable period after you cease to be supplied by us, but will not keep it for any longer than is necessary and/or as required by law:

- a) To supply electricity to you
- b) To process your payment for the supply of electricity to you; and
- c) To give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

**19.4** We may pass your personal information to credit reference agencies. Where we extend credit to you for the supply of electricity, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

**19.5** You agree that we may request or transfer any information in connection with your electricity supply:

- a) From a previous supplier to us;
  - b) By us to a subsequent supplier;
- and
- c) To/from the regulator, the network operator, and/or the meter provider.

**19.6** If you are transferring to a new supplier, you agree that we may give your new supplier any relevant details to help with your transfer. If you owe us money, you agree that we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect,

giving them full details of the amount, you owe.

**19.7** If you are joining us from another supplier, when your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing.

**19.8** Information you provide, or we hold may be used by us, our employees, and our agents, to help:

- a) Identify you when you call; and/or
- b) With the detection and prevention of crime, fraud, and loss; and/or
- c) With the administration of accounts, services, and products; and/or
- d) Contact you in writing and/or by phone and/or by email with information about other services and products offered by us and/or our carefully selected partners where you have consented.

**19.9** We will use the information we have about you and your account to administer your account and provide our services and products and comply with our duties under the law. This includes processing information for the purposes of setting up, monitoring, and managing your account, obtaining credit references, implementing a change of supplier, obtaining, maintaining, and exchanging information on meter points, reporting to the Regulator and government departments, billing, and call data management.

**19.10** You agree to provide us, promptly and free of charge, with any information, which we reasonably request in connection with these purposes.



**19.11** From time to time you may speak to our employees (or agents acting on our behalf) by telephone. To ensure that we provide a quality service, your telephone conversations may be recorded. We will treat the recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes.

**19.12** Where the law requires, we may disclose Your Personal Data to authorities such as the Garda Síochána, Local Authorities or regulatory bodies.

**19.13** We may share information about you and your account with other electricity suppliers, financial institutions and with credit reference agencies. We will release your account details to any organisation to whom we may transfer our rights or obligations under this Agreement.

**19.14** Upon payment of a fee and by written request you are entitled to a copy of the personal data held about you by us, as provided for under the General Data Protection Regulation (GDPR). You also have the right to require us to correct any inaccuracies in your information. Your additional rights are highlighted in our privacy policy within the 'Privacy Centre' on the BE Energy website. Any request should be addressed to:

Compliance Department  
PO Box 42  
Lifford  
Co Donegal.

## 20. TERMS

**Agreement** means the application for the supply of electricity you have either signed or agreed on the telephone or online; these standard terms and conditions; the customer agreement form; the terms and conditions specific to your tariff and appendix to these standard terms and conditions.

**Available/Authorised Capacity** means the kVa normally made available to you through your Supply Point(s) as may be specified by Network Operator in your Connection Agreement.

**Charges/Electricity Charges:** mean the amount(s) payable by you for:  
(a) the supply of electricity by us (including for the avoidance of doubt Pass Through Charges); and (b) any costs associated with the supply of electricity by us.

**Connection Agreement:** means the agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 23.

**Customer Account:** means any account with Us held in Your name for the purposes of the supply of electricity.

**CRU (Regulator):** means the Commission for Regulation of Utilities - Ireland's independent utilities regulator.

**Deemed Contract:** A deemed contract is normally in place when any type of customer moves into new premises and starts to consume gas, electricity, or both, without agreeing a contract with a supplier. A deemed contract may also exist where an existing contract comes to an end but the customer continues to consume energy.

**Domestic Customer:** means a Customer supplied with electricity at a domestic property.

**DSO:** means the Distribution System Operator, ESB Networks Limited.

**Last Resort Supply:** means a direction given to a supplier by the Regulator requiring it to make available a supply of Energy to premises previously supplied by another supplier.

**Meter:** means the electricity meter installed by the DSO for the purpose of measuring the quantity of electricity used by You on the Premises and includes any such Meter or Meters of any type supplied to You at any time at the Premises.

**Network Operator:** means ESB Networks, or such other company as may be appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in the Republic of Ireland.

**Relevant Address:** means the address at which the relevant meter we have agreed to supply electricity to

**Security Deposit** means a deposit of money paid in advance as a Security against the failure of an electricity account or Agreement being fulfilled to terms.

**Vulnerable Customers:** We have special services for those who register with us as being elderly, dependant on electrical medical equipment, or who have hearing, sight or mobility difficulties