

Terms and Conditions

General

1. The customer authorizes BEfficient by GSI Pty Ltd t/as (“benergy”) to act as agent and facilitator for the on-selling of electricity to the property on the terms and conditions set out below.
2. benergy as registered on-seller of electricity is bound by all the requirements and obligations of the Australian Energy Regulator (AER) Electricity Network Service Provider - Registration Exemption Guideline.
3. The customer acknowledges that they have the right to elect to purchase electricity from a licensed market retailer of their choice. benergy will not restrict the customers right if they choose to engage a market retailer for the supply of retailer energy.
4. Should the customer elect in this right they will received a “Network Use of System” (NUOS) Bill from benergy only for the Network kilowatt (kW) consumption & daily supply charges component for use of our network assets to receive electricity to their supply point address.
5. In conjunction with the Network Use of System” (NUOS) bill from benergy, the customers chosen market retailer of choice bill which will consist of retail only kilowatt (kW) consumption charges.
6. If this agreement is signed by more than one person, then each person will be jointly and severally liable under this agreement.

Metering and Supply

1. The customer agrees: benergy or its representative may take all steps necessary to provide electricity to the property, benergy may enter the property to read, connect, disconnect, inspect, test maintain, repair, update and/or remove the metering equipment at any time.
2. All meters and associated equipment remains the property of benergy and customer must not interfere with, alter or damage in any way any metering equipment or electrical wiring installed by or belonging to benergy.
3. benergy may base customer’s bill on an estimation of the consumption of energy where:



- 3.1 benergy is not able to reasonably or reliably base the bill on an actual meter reading; or
 - 3.2 metering data is not provided to benergy by the metering partner.
4. The metering installation is governed in accordance with standards of the National Electricity Rules, Metrology procedure, National Measurement act.

Fees and Charges

1. The customer agrees to pay to benergy the charges for and associated with the supply, network and usage of electricity at the property. The charges will be at the relevant tariff and service to property rate set by benergy from time to time. The customer acknowledges that these rates may change, and that if they do change, benergy will give the customer notice as soon as practicable and, in any event, no later than the customer's next bill.
2. benergy may charge additional fees for: account establishment, connection or disconnection of the customer's service; same day or next day connection; reconnection of a service which has been suspended or disconnected by benergy for non-payment by the customer; after-hours connection or disconnection; a final meter read where the customer terminates this agreement; postage and handling fees where the customer requests invoices be sent by post; payment processing fees where payment is made by credit card; direct debit dishonour fee; cheque dishonour fee; late payment fee; and any bank, merchant or re-processing fees incurred by benergy as a consequence of a declined payment from the customer.
3. The customer acknowledges that the cost of any charge or fee referred to above can be obtained by contacting benergy.
4. If any tax, impost or similar charge is imposed on benergy (either directly or indirectly) in respect of carbon emissions or greenhouse gas emissions, benergy may increase the relevant tariff to include such tax, impost or similar charge.

Payment

1. The customer must give benergy not less than 3 days written notice if the customer wishes to disconnect the electricity supply to the property. To be valid, the notice must include a forwarding address to which a final bill may be sent. If valid notification has not been given to benergy, then the customer agrees that the customer will remain liable for all charges incurred under this agreement until 3 days after a valid notice is given to benergy.

2. The customer agrees to benergy charging to the customer's credit card on or after the due date for payment of the outstanding amount payable for all charges for the supply and consumption of electricity at the property billed under this agreement. This authority continues until payment in full of the customer's last bill issued after the customer has given a disconnection notice in accordance with these terms of service.
3. If the customer does not provide credit card details with this agreement, then benergy reserves the right to refuse electricity supply to the property, or to disconnect supply if the customer refuses to provide credit card details when requested by benergy (unless benergy specifically waives this requirement).
4. The customer shall be liable for any expenses, costs or disbursements incurred by benergy in recovering any amount owing to it, including but not limited to debt collection agency fees and legal costs.
5. Where the customer is a tenant occupying the property, the customer irrevocably authorise benergy and the leasing agent to deduct from the customer's rental bond any amount owing to benergy on a final bill issued to the customer.

Privacy

1. benergy is bound by the regulatory framework "The Australian Privacy Principles" (Principles) contained in the Privacy Act 1988 (Privacy Act) to undertake its business operations for: Use and disclosure of personal information, Collection of personal information, Management of personal information, Accessing and correcting your personal information.
2. The customer authorizes benergy to provide information about the customer to a relevant energy industry ombudsman to handle any privacy or unresolved complaints or disputes.
3. The customer authorizes benergy to provide information about the customer to credit reporting agencies for the purpose of obtaining a credit report.

Liability

1. The customer acknowledges that benergy does not own or operate the electrical network and related infrastructure (except the meter and associated equipment) through which electricity is provided. The customer agrees that benergy, its representatives, employees and agents are not responsible, nor liable for any failure, interruption or fault in the supply of electricity to the property.



2. To maximum extent permitted by law, the customer releases benenergy, its employees, agents and representatives from all claims and all liability whatsoever arising from or related to the supply and use of electricity by the customer, including but not limited to all claims for financial loss, any claim by a third party, and for property damage.
3. benenergy liability under this Agreement is limited to the maximum extent permitted by section 64A of Sch2 to the Competition and Consumer Act 2010 (Cth). To the extent that it is fair and reasonable to do so, benenergy's liability under this Agreement is limited to the cost of electricity supply for any period during which supply has been affected.

For further information on Terms and Conditions, Privacy Policy, Complaint Management Procedure, Complaints and Dispute Resolution Procedure, Hardship Policies or any other information, please contact benenergy on the below mentioned details.

benenergy

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