

MARKET RETAIL CONTRACT: TERMS AND CONDITIONS

Version 2025.1 Electricity and SA Only

Things You Should Know

Market Contract for Small Customers

About us

- **Radian Holdings Pty Ltd** ACN Radian Holdings, trading as iO Energy (“we”, “our” or “us”) is your electricity retailer under this Market Contract.
- **iO Energy Retail Pty Ltd** (ACN 686 336 265) (“iO Energy Retail”) is our related company and will act as our agent to perform certain functions (including billing, customer service and metering coordination) as permitted by the Energy Laws.
- Radian Holdings and iO Energy Retail are members of the iO Energy Group.

What this means for You

- Your Market Contract is with Radian Holdings, the authorised retailer under the National Energy Retail Law.
- iO Energy Retail is the brand you will deal with day-to-day and will be your main point of contact.

Our commitment to you

- We will sell electricity to your Supply Address and provide customer support through iO Energy Retail.
- We comply the Energy Laws, including protections for small customers.
- We will issue bills, provide payment options, and offer assistance if you are experiencing financial hardship, through our agent, iO Energy Retail.

Your rights and obligations

- You are entitled to clear information, fair billing, and consumer protections under the Energy Laws.
- You must pay for the electricity supplied to your Supply Address in line with this Market Contract and the Energy Laws.
- If someone at your Supply Address uses **life support equipment**, please tell us immediately (via our agent iO Energy Retail) so protections apply.

Who to contact

If you have any questions about your electricity plan, billing, or service, please contact **iO Energy Retail** (acting on our behalf):

-  Phone: 1300 313 463
-  Email: hello@ioenergy.com.au
-  Website: www.ioenergy.com.au
-  Address: Lot Fourteen, North Terrace, Adelaide SA 5000

1. THE PARTIES

This Market Contract is between:

- (a) **Radian Holdings Pty Ltd** ACN 633 200 656 trading as iO Energy, in its capacity as an authorised retailer under the Energy Laws (in this Market Contract referred to as “**we**”, “**our**” or “**us**”);
- and
- (b) the **customer** identified in the Offer (in this Market Contract referred to as “**you**” or “**your**”).

2. DEFINITIONS AND INTERPRETATION

- 2.1 Terms used in this Market Contract have the same meanings as they have in the Energy Laws. However for ease of reference, a simplified explanation of some terms is given at the end of this Market Contract.
- 2.2 Where the simplified explanations given at the end of this Market Contract differ from the definitions in the Energy Laws, the definitions in the Energy Laws prevail.

3. AGENCY

- 3.1 You acknowledge and agree that we may perform our rights and obligations under this Market Contract and the Energy Laws through our appointed agent, iO Energy Retail, or through other service providers acting on our behalf.
- 3.2 Any act or omission of iO Energy Retail or any other service provider, when acting as our agent or on our behalf, is taken to be an act or omission by us.
- 3.3 Your rights under this Market Contract and under the Energy Laws are against us as the authorised retailer, and are not reduced or limited by iO Energy Retail acting as our agent or any other service provided acting on our behalf,

4. WHAT IS COVERED UNDER THIS MARKET CONTRACT?

Sale of supply of electricity

- 4.1 From the Supply Start Date until the Electricity Plan End Date (unless this Market Contract ends earlier under the Energy Laws or this Market Contract), we will:
 - (a) sell you electricity under this Market Contract; and
 - (b) arrange with your Distributor to supply electricity to your Supply Address,in accordance with the terms of this Market Contract and the Energy Laws.

Metering services

- 4.2 In accordance with clause 21, we will arrange a Meter Service Provider (or other metering party permitted by the Energy Laws) to provide, install, repair, replace, alter, maintain and remove your electricity Meter as required by the Energy Laws and this Market Contract.
- 4.3 We will start these arrangements once you have provided the information we reasonably require to make the request, and we may charge any applicable connection, Meter removal, Meter reading or other fees set out in Our Fees and Charges, as permitted by the Energy Laws.

5. WHAT MUST I PAY UNDER THIS MARKET CONTRACT?

- 5.1 You agree to pay the amounts, Fees and Charges set out (or whose basis of calculation is set out) in this Market Contract, your Offer, Electricity Plan, Our Fees and Charges, and any terms for any Add On Products you take.
- 5.2 Subject to any discounts, rewards or other terms in your Electricity Plan, you must pay us:
 - (a) usage charges and, if applicable, demand charges;
 - (b) supply (fixed) charges;
 - (c) third-party charges we incur and pass through to you (for example, distributor or

metering charges) that:

- (i) relate to the sale or supply of electricity at the Supply Address;
 - (ii) we pass through to you in accordance with the Energy Laws; and
 - (iii) may include a reasonable administration amount set by us where permitted;
 - (d) any other charges that may apply to your account from time to time, including charges for any Add On Products you have agreed to take; and
 - (e) any fees listed in Our Fees and Charges that apply to your Electricity Plan or are published for your area.
- 5.3 Without limiting clause 5.2, where the Distributor applies export charges to electricity exported from your Supply Address, we may pass through those charges (including any time-of-export charges) to you, in accordance with the Energy Laws. The applicable export charges and Feed-in Tariff(s) will be set out in your Offer and/or our Fee Schedule, and we will notify you of any change in the form and within the timeframes required by the Energy Laws. Your bill will show the Feed-in Tariff credit(s) and any export charge components separately. At some times of day, export charges may reduce or offset the value of Feed-in Tariff credits, and may result in a net charge for exports.
- 5.4 Amounts payable under clause 5.2 will be shown on your bill (and may be grouped with related amounts) and will include any applicable GST.
- 5.5 Third-party charges referred to in clause 5.2(c) may be set and varied by third parties. We will make current charges available on request and may publish and direct you to a list on our website. Where advance notice of a variation is required by the Energy Laws, we will give that notice.
- 5.6 We will only charge Fees and Charges that are permitted under the Energy Laws, and we will not apply, or will waive, a Fee or Charge where the Energy Laws require us to do so (for example, where late payment fees must be waived for eligible hardship customers).

6. DOES THIS MARKET CONTRACT APPLY TO YOU?

Eligibility Conditions

- 6.1 This Market Contract will apply to you if all of the following conditions are met:
- (a) you are a Small Customer at the Supply Address; and
 - (b) the Supply Address is connected directly to a Distribution System and is not supplied under an Exempt Seller Arrangement, except where the Supply Address is a child connection point within an Embedded Network and you have chosen to enter into this Market Contract; and
 - (c) the Supply Address has its own Meter and a NMI; and
 - (d) you pass any credit assessments we reasonably require before entering into this Market Contract, consistent with our obligations under the Energy Laws; and
 - (e) the Supply Address meets any other eligibility conditions set out in the Offer, which may include requirements such as having a solar system, a Digital Meter, or a Digital Meter Without Communications capability.

Changes in circumstances

- 6.2 Acting reasonably, we may amend this Market Contract to take account of changes in your circumstances or the circumstances of the Supply Address, provided we give you reasonable written notice, if:
- (a) the eligibility conditions set out in clause 6.1 are no longer being met, or we become aware that you can no longer continue to meet those eligibility conditions; or
 - (b) the information on which the Offer was based was incorrect or has since changed.
- 6.3 We will give you at least 5 Business Days notice before any change to this Market Contract takes effect.
- 6.4 If it is not practical for us to amend this Market Contract under clause 6.6, we may end this Market Contract by providing you with reasonable written notice and your rights and obligations

under clause 9.1 will apply.

What if there has been fraudulent or unlawful activity?

- 6.5 If we reasonably believe that you have been involved in fraudulent or unlawful activity in relation to this Market Contract, your electricity account or the sale of electricity to the Supply Address, we may:
- (a) terminate this Market Contract immediately;
 - (b) close any of your accounts with us; and/or
 - (c) withdraw or cancel any service request you have made in connection with electricity supply at the Supply Address.
- 6.6 In such cases, you will lose any benefits associated with your Plan. Where it is reasonable to do so, we will give you prior written notice before ending this Market Contract in which case your rights and obligations under clause 9.1 will apply.

Plan Eligibility

- 6.7 When you enter into this Market Contract, you may select one of our available Plans. Each Plan has eligibility requirements (for example, a digital meter or certain tariff(s) may be required) and versions of pricing that differ according to customer eligibility.
- 6.8 If you are not immediately eligible for the Plan you select, we will supply you under the relevant pricing for the same Plan. By entering this Market Contract, you consent to being supplied under that Interim Plan if you are not eligible for your chosen Plan, and your options are:
- (a) we will place you on an interim Plan that you are eligible for, provided we have informed you of the Rates and conditions of that interim Plan and you give us your explicit informed consent to be supplied electricity under that interim Plan in accordance with this Market Contract; or
 - (b) you can decide not to go ahead with this Market Contract in which case this Market Contract will come to an end and your rights and obligations under clause 9.1 will apply.
- 6.9 We are not required to offer you a particular Plan if you do not meet the eligibility criteria.
- 6.10 Once you meet the eligibility criteria for your chosen Plan, we will transfer you to your chosen Plan.
- 6.11 If you do not meet the eligibility criteria for your chosen Plan within the eligibility period advised to you, the interim Plan will continue to apply unless and until:
- (a) you select another Plan with us for which you are eligible;
 - (b) we offer you an alternative Plan that reflects your circumstances and eligibility, consistent with clause 11.4 and our obligations under the Energy Laws; or
 - (c) we end this Market Contract by giving you reasonable written notice, in which case your rights and obligations under clause 9.1 will apply.

7. WHEN DOES THIS MARKET CONTRACT START?

Cooling Off Period

- 7.1 You have a 10 Business Day cooling off period, starting on the day you receive the last piece of information we are required to give you under the Energy Laws (**Cooling Off Period**).
- 7.2 You may cancel this Market Contract at any time during the Cooling-off Period by telling us in writing or by telephone that you wish to cancel.
- 7.3 Subject to clause 7.4, if you cancel during the Cooling-off Period, this Market Contract and the related Electricity Plan will not apply.
- 7.4 If you cancel under clause 7.3 and we are the Retailer Responsible for your Supply Address, then we will sell you electricity under our Standard Contract until you (or another person at the Supply Address) enters into a new market contract with us or another retailer.
- 7.5 If we have carried out a new connection at your request and you cancel this Market Contract during the Cooling-off Period, we may still charge you the applicable Connection Charge.

Sign-Up Date

- 7.6 This Market Contract starts on the Sign-Up Date being the date you accept the Offer (which must be before 5:00 pm on the Offer Expiry Date by:
- (a) signing the Offer in front of one of our marketing representatives;
 - (b) calling us to record your acceptance of the Offer;
 - (c) returning the signed Offer to us; or
 - (d) accepting the Offer by any other method we make available.
- 7.7 If you do not accept the Offer before 5:00 pm on the Offer Expiry Date, the Offer lapses and a new Offer will be required before a Market Contract can start between you and us.

When the sale of electricity under this Market Contract actually begins

- 7.8 Even if this Market Contract has commenced under clause 7.6, our obligation to sell you electricity begins only on the Supply Start Date (see clause 7.10), which may be after the Sign-Up Date.
- 7.9 This does not affect any sale, supply or billing arrangements that you have in place with another retailer (or under a Deemed Arrangement/Standard Contract) before the Supply Start Date.

Supply Start Date

- 7.10 We will start selling you electricity on the Supply Start Date which will be:
- (a) if you already have an Electricity Plan under this Market Contract and a new Electricity Plan is to follow without a gap, the day immediately after the Electricity Plan End Date of your previous Electricity Plan; or
 - (b) otherwise, the later of:
 - (iv) the date you have given us all information we require under clause 7.11; and
 - (v) the date we become the Retailer Responsible for selling electricity to the Supply Address.

Pre-start Information and Requirements

- 7.11 If we ask, you must provide:
- (a) acceptable Proof of Identity;
 - (b) your current contact details;
 - (c) the contact details of the property owner or managing agent (where applicable);
 - (d) your consent for us to obtain and use your credit history information;
 - (e) information which will enable us to have safe access to the Meter and any other equipment at the Supply Address; and
 - (f) details that confirm your eligibility for any concession.
- 7.12 We may also require:
- (a) a Security Deposit, in line with clause 17; and
 - (b) payment of any outstanding debt you owe us in relation to another Supply Address, except where the debt is subject to a genuine dispute or is covered by an agreed payment arrangement with us.

Transfers and Fees

- 7.13 If you are transferring from another retailer, the transfer will occur after a relevant Meter Read, in line with the Energy Laws. This may sometimes be based on an estimated meter read. If we both agree, the transfer date (and the Supply Start Date) may be set retrospectively.
- 7.14 We may charge you any of the following fees, as listed in Our Fees and Charges:
- (a) an account establishment fee, if Reconnection or a Special Meter Read is needed;
 - (b) a Special Meter Reading fee;

- (c) a contract administration fee; or
- (d) a fee for the installation of a Digital Meter Without Communications.

Life Support

- 7.15 If anyone living at the Supply Address relies on 'life support equipment' (as defined in the Energy Laws), you must notify your Distributor promptly and provide medical confirmation from a registered medical practitioner within 50 Business Days.
- 7.16 From notification, we will treat the Supply Address as a life support premises and, within 5 Business Days, provide the information pack required by the Energy Laws (including information about planned/unplanned interruptions).
- 7.17 We will give at least 4 Business Days' written notice of any retailer-planned interruption unless you give explicit informed consent to the interruption on a specified date. (If the interruption is arranged by your Distributor, the Distributor's notice obligations apply.)
- 7.18 If medical confirmation is not provided within 50 Business Days, the Supply Address may be deregistered as a life support premises, but only after we give any notice required under the Energy Laws. You must tell us or your Distributor if life support equipment is no longer required.
- 7.19 Life-support registration and communications as set out in this clause will be administered by iO Energy as our agent. We remain responsible for compliance.

8. WHAT IS THE PERIOD OF MY ELECTRICITY PLAN?

Supply Start Date and Electricity Plan End Date

- 8.1 Your Electricity Plan will commence on the Supply Start Date.
- 8.2 Your Electricity Plan will end on the Electricity Plan End Date as set out in your Offer.
- 8.3 When your Electricity Plan ends, the sale and supply of electricity to you will continue under this Market Contract or under a Standard Contract, as described in clause 8.4 and 8.5.

What happens when an Electricity Plan ends?

- 8.4 If your Market Contract does not have a fixed term:
 - (a) unless we advise you otherwise under clause 8.4(b), this Market Contract will roll over to a new Electricity Plan for another period on the same terms and conditions that applied immediately before your Electricity Plan ended; or
 - (b) if we notify you before your Electricity Plan ends, this Market Contract will continue under a new Electricity Plan for a further period, on the terms and Rates set out in that notice. We will give you at least 5 Business Days' written notice of the new terms and Rates before they take effect, in accordance with the Energy Laws.
- 8.5 If your Market Contract has a fixed term, then it will finish on the Electricity Plan End Date. Before that date, we will let you know that the Market Contract is ending, and that supply will continue under a Standard Contract unless you accept a new Electricity Plan with us.

9. WHEN WILL THIS MARKET CONTRACT END?

Ending this Market Contract

- 9.1 This Market Contract will end on the first of the following events to occur:
 - (a) you and us agree to bring it to an end;
 - (b) it ends in line with clauses 6.4, 6.6, 9.3 and 15;
 - (c) we stop being the Retailer Responsible for your Supply Address under this Market Contract, including if you (or another person) sign up with a different retailer;
 - (d) we can no longer sell you electricity because of a Retailer of Last Resort Event;
 - (e) you no longer have the right to request Reconnection of the Supply Address;
 - (f) in any other case, 20 Business Days after either you or we give written notice of termination; or
 - (g) if your Market Contract is for a fixed term as set out in the Offer, on the Electricity Plan

End Date.

- 9.2 Ending this Market Contract does not affect any money you already owe us, or any rights or remedies that either you or we have which existed before the termination date.

What happens if I am moving out?

- 9.3 If you are planning to move out, this Market Contract will end (subject to the Energy Laws and clause 7.3) on the later of:
- (a) the date we agree with you, provided you give us at least 3 Business Days' prior notice; and
 - (b) the date we obtain a final Meter Reading or lawfully de-energise the Supply Address; or (if we cannot obtain access) the date you provide a customer read in the format we require (if and as permitted under the Energy Laws).
- 9.4 You must provide safe and unhindered access for the final Meter Reading or de-energisation.
- 9.5 If you do not provide safe and unhindered access for a final Meter Reading, we may, after giving any notices and taking any steps required by the Energy Laws (including any access notice and Disconnection warning notice) and subject to any life-support requirements, arrange Disconnection of the Supply Address to finalise your account. Any applicable Move-out, Special Meter Read or Disconnection/Reconnection fees may apply in accordance with Our Fees and Charges. This clause operates subject to all Disconnection protections under the Energy Laws (including protected periods, Minimum Disconnection Amount, and open complaint/ombudsman investigation restrictions).
- 9.6 You remain responsible for Charges for electricity supplied to the Supply Address until this Market Contract ends under clause 9.3, or a new customer's contract for the Supply Address starts—whichever occurs first.

Early Termination Fee

- 9.7 Subject to the Energy Laws and clause 15, we may charge you the 'Early Termination Fee' stated in your Offer if you end this Market Contract before the Electricity Plan End Date ("**Early Termination Fee**").

10. HOW CAN THIS MARKET CONTRACT BE CHANGED?

- 10.1 We may amend the terms of this Market Contract by giving you written notice of the change. The notice may direct you to a webpage where the details of the variation are explained.
- 10.2 Except where another clause of this Market Contract allows otherwise, we will provide you with at least 5 Business Days' written Notice before any variation takes effect. If you do not agree to the change, you may end this Market Contract under our Fair Contracting Promise in clause 15.
- 10.3 Despite clause 10.2, we may immediately make a change to this Market Contract by written notice to you if the change is:
- (a) necessary to comply with, or is otherwise permitted by, an Energy Law;
 - (b) a change you have requested or to which you have given explicit informed consent;
 - (c) a purely administrative or typographical correction; or
 - (d) a change that is more favourable to you.
- 10.4 If you ask us to make a change to this Market Contract:
- (a) to add an Add On Product, we will provide you with the terms and conditions for that product, and those terms will become part of this Market Contract; or
 - (b) to remove an Add On Product, the terms and conditions for that product will cease to apply from the effective date of removal.
- 10.5 We may also make a change to this Market Contract to include an Add On Product where we reasonably consider the change is beneficial to you (for example, offering a reward for participating in a demand response event). In that case, we will give you at least 5 Business Days' written notice and provide you with the terms and conditions for the product. You may opt out at any time by notifying us.
- 10.6 Where the Energy Laws require your explicit informed consent in relation to a change under this

Market Contract (including to your Electricity Plan, Fees, Charges, Benefits and Metering arrangements), we will obtain it before proceeding.

- 10.7 (We will record your explicit informed consent in a durable form permitted by the Energy Laws, which may include an audio recording of a phone call, an electronically signed document, a digital acceptance record (e.g., tick-box with prescribed wording and timestamp), or a signed hard-copy.
- 10.8 We will keep explicit informed consent records for at least the period required by the Energy Laws and in a way that allows them to be retrieved and produced.
- 10.9 On request, and within any timeframe required by the Energy Laws, we will provide you with evidence of your your explicit informed consent (and provide it to a regulator/ombudsman where required).
- 10.10 We will handle your explicit informed consent records in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy.
- 10.11 If your explicit informed consent is required by the Energy Laws and is not obtained, the relevant change or action will not take effect.

11. HOW CAN THE AMOUNT I PAY BE CHANGED?

Notice of changes

- 11.1 If we vary your Charges (including your Rates) or add a new Charge under this clause 11, we will give you written notice as soon as practicable, and no later than 5 Business Days after the change takes effect, in line with the Energy Laws. The notice will explain the change and tell you where you can find more details. You may end this Market Contract under clause 15.
- 11.2 If the change is to a Benefit (such as a discount or reward), we will give you at least 20 Business Days' written notice before the change takes effect, in accordance with the Energy Laws, using any prescribed wording, content and prominence.
- 11.3 We will send notices to your nominated contact details using a method permitted by the Energy Laws (including electronic delivery where you have agreed). Publishing information on our website or in a newspaper will not be the only method of notice unless expressly permitted by the Energy Laws. Where required, the notice may include a prominent bill message, a separate notice and/or an updated Electricity Plan summary.

General variation of Charges

- 11.4 Subject to clause 11.5 and the Energy Laws, we may change your Charges or introduce a new Charge by providing notice under clauses 11.1 to 11.3 (inclusive).

Fixed Rate Plans

- 11.5 If your Electricity Plan specifies fixed Rates, those Rates will not increase during the fixed-rate period described in your Offer, except where:
 - (a) clause 6.13 applies (for example, if your Meter type changes or if your Rates were set based on incorrect information or assumptions);
 - (b) you ask us to change your Electricity Plan or Rates, and we agree; or
 - (c) the change is required or expressly permitted under the Energy Laws.
- 11.6 In each case, we will not increase your Rates unless it is permitted under the Energy Laws. Your fixed Rates will apply for the period set out in your Offer, which may be shorter than the Electricity Plan Period.

Changes to Feed-in Tariffs

- 11.7 We may change your Feed-in Tariff by giving you notice as required under clauses 11.1 to 11.3 (inclusive) and any relevant Feed-in Tariff terms under the Energy Laws.

Changes to applicable tariff category

- 11.8 The tariff category that applies to your Electricity Plan and Charges depends on:
 - (a) your ongoing eligibility for that tariff category;
 - (b) the availability of the corresponding distribution tariff from your Distributor; and

- (c) the continued availability of the relevant Meter type.
- 11.9 You must let us know if there is any change in:
 - (a) the way Electricity is used at your Supply Address;
 - (b) the Meter installed at the Supply Address; or
 - (c) any other factor that affects your eligibility for your current tariff category.
- 11.10 If we become aware of a change (whether or not you notify us), including a change in the distribution tariff or meter at your Supply Address, we may transfer you to a different tariff category, subject to the Energy Laws. This may change your Charges. If that happens and you have been overcharged or undercharged, clauses 14.10 and 14.12 will apply.
- 11.11 Where permitted by the Energy Laws, we may ask your Distributor to review and propose an alternative distribution tariff for your Supply Address.
- 11.12 If we change your tariff category or Charges under this clause, we will give you notice under clauses 11.1 to 11.3 (inclusive). You may choose to end this Electricity Plan under clause 15.

Availability of other tariffs

- 11.13 Depending on your Meter configuration and the tariffs offered by your Distributor, we may make available alternative tariffs for your Supply Address. These may include feed-in tariffs for electricity you generate, or tariffs with different Rates for controlled load, storage heating, hot water, or off-peak usage.

Controlled load timings

- 11.14 Where your Supply Address has a controlled load, the switching times for that load are set and controlled by the Distributor or the Meter Service Provider (not us). For Supply Addresses with a Digital Meter, controlled-load switching windows may be managed remotely. t
- 11.15 We may ask your Distributor or Meter Service Provider to adjust or change the controlled-load timing to better match your network tariff or Meter configuration, but we cannot guarantee that a change will be made.
- 11.16 If a change to your controlled-load timing will mean you pay a different amount under your current Electricity Plan, we will give you notice in the form and within the timeframes required by the Energy Laws before it takes effect.
- 11.17 If a timing change would require you to move to a different Electricity Plan, we will first obtain your explicit informed consent before transferring you.

Limits on changing certain Charges

- 11.18 We will not change an Early Termination Fee so that it is higher than the amount stated in your Offer.
- 11.19 Clause 11.18 cannot be varied without your explicit informed consent, in accordance with the Energy Laws.

Family violence protections

- 11.20 We have implemented and will maintain and comply with a family violence policy that identifies and supports affected customers in accordance with the Energy Laws. Our Family Violence Policy is published on our website and you can review it from time to time. If there is any inconsistency between this Market Contract and our Family Violence Policy, then our Family Violence Policy will prevail to the extent of the inconsistency.
- 11.21 When dealing with customers affected by family violence (as contemplated by the Energy Laws), we will handle communications, verification and the use and disclosure of personal information as required by the Energy Laws and in accordance with our Family Violence Policy, with regard to safety and confidentiality.
- 11.22 We will ensure relevant employees, contractors and agents receive training as required by the Energy Laws in relation to family violence.
- 11.23 We will take any additional steps required by the Energy Laws for affected customers, including in relation to billing, payment assistance, debt and collections, and account management.
- 11.24 Where required by the Energy Laws, we will provide information about external family violence

support services.

12. GST

- 12.1 To the extent GST applies to a supply made under this Market Contract (including any Electricity Plan), any amount or other consideration stated to be exclusive of GST will be increased by the GST payable on that supply. The additional GST is payable at the same time as the consideration for the supply.
- 12.2 If a party must pay or reimburse the other party for any loss, cost, expense or other amount, the payment must be reduced by any input tax credit to which the other party (or the representative member of its GST group) is entitled for that amount. If that payment is consideration for a taxable supply, it will be increased by the GST payable on that supply.
- 12.3 Words and expressions used in this clause have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 12.4 If an amount is stated to be inclusive of GST, it assumes a GST rate of 10%. If the GST rate changes, the GST-inclusive amount will be adjusted to reflect the change.
- 12.5 Where GST is payable on a supply, the supplier will issue a tax invoice that complies with the GST law

13. BILLING

Sending your bills

- 13.1 If you have given us an email address, we may send your bill (or a link to it) to that address unless you ask us to post paper bills, or if we determine the email address is not valid.
- 13.2 We will issue your bills according to our standard billing cycle, or any other billing period set out in your Offer, provided this complies with the minimum requirements under the Energy Laws. This is your “**Billing Period**”.
- 13.3 We may change your Billing Period by giving you written notice, provided the new period is not longer than 100 days or the maximum period permitted under the Energy Laws, unless you agree to a different period.
- 13.4 If we bill you for products or services other than the sale of electricity, those items will appear as separate line items or on a separate bill.
- 13.5 We may allocate your payments to the oldest outstanding amounts first. If, due to operational needs, we allocate payments differently, you will not be charged extra fees or interest as a result.
- 13.6 If you receive paper bills, we may charge the paper bill fee listed in the Our Fees and Charges.

How we calculate your bills

- 13.7 Your bills will show the electricity consumed at your Supply Address during the Billing Period, based on metering data or as otherwise permitted by the Energy Laws, plus:
 - (a) any fees and charges for services under this Market Contract; and
 - (b) any charges payable to your Distributor (such as connection or alteration charges, if applicable).
- 13.8 Where permitted by the Energy Laws (and if you agree), a bill may be based on:
 - (a) an estimate of your usage; or
 - (b) if you do not have a Digital Meter, your own valid meter read.
- 13.9 If we issue an estimated bill and later obtain an actual meter read, we will adjust your next bill to correct any difference.
- 13.10 If you ask us to obtain a special meter read, we may charge you the applicable fee listed in Our Fees and Charges.
- 13.11 If your Charges change during a Billing Period (for example, if your tariff category changes), your bill will reflect both the old and new charges on a pro-rata basis, in line with the Energy Laws.
- 13.12 If your bill covers a period other than your standard Billing Period, we will adjust the charges on a pro-rata basis.

- 13.13 We may include in a bill any amount you owe us for electricity we supplied to a previous Supply Address you have vacated.

Historical billing information

- 13.14 On request, we will provide you with your billing history for the past two years free of charge. We may charge you a fee if:
- (a) you request information older than two years; or
 - (b) you request the same information more than four times in the previous 12 months.

Electricity consumption data

- 13.15 On request, we will provide you with your electricity consumption data for the last two years free of charge. We may charge you if:
- (a) you have already requested the information more than four times in the previous 12 months;
 - (b) you request the data in a different form or manner than the minimum format we are required to provide; or
 - (c) the request is made by an authorised representative on your behalf as part of a broader request for multiple customers.

14. PAYING YOUR BILL

What you have to pay

- 14.1 You must pay the full amount shown on each bill by the Due Date set out on the bill.

Reminder notices

- 14.2 If you do not pay your bill by the Due Date, we may take the steps permitted by the Energy Laws, which can include sending reminder or warning notices, offering assistance where required, and starting debt collection processes consistent with the Energy Laws and our hardship and family violence obligations. If we will send you a reminder notice, the notice will set a new Due Date, which will be at least 6 Business Days after the notice is issued.

If you have difficulty paying

- 14.3 If you are having trouble paying a bill, you should contact us as soon as possible. We will explain what options are available, including instalment plans.
- 14.4 If you are a Residential Customer and you tell us you are having difficulty paying, we must offer you a payment plan, unless:
- (a) you have had two payment plans cancelled for non-payment in the past 12 months; or
 - (b) you have been convicted of electricity theft in the past two years.
- 14.5 Additional assistance is available under our Customer Hardship Policy and under the Energy Laws if you are experiencing payment difficulties because of hardship. A copy of our policy is available on our website or on request. Our hardship program will be administered by iO Energy Retail as our agent. This does not limit our obligations under the Energy Laws.

Review of bills

- 14.6 At your request, we will review a bill in line with our complaints and dispute resolution procedures.
- 14.7 You must pay any undisputed amounts by the Due Date while the bill is under review.
- 14.8 If the review shows the bill was correct, you must pay the amount in full, or you may ask for a meter test. We may pass-on any Fees or Charges that we are charged for this.
- 14.9 If the review shows the bill was incorrect, we will adjust your next bill or issue a new bill in line with clauses 14.10 (overcharging) or 14.12 (undercharging).

Overcharging

- 14.10 If you have been overcharged due to our error, or that of the Distributor or Meter Service Provider, we will notify you and, in accordance with the Energy Laws:

- (a) where the overcharged amount is at or above the amount set by the AER from time to time (**AER overcharge threshold**), we will refund the overcharged amount by the method you reasonably direct (not just by applying a bill credit);
- (b) if you are no longer our customer when we become aware of the overcharge, we will refund any overcharged amount within 10 Business Days of becoming aware; and
- (c) otherwise, we will refund or credit the overcharged amount in line with the Energy Laws.

14.11 We will not pay interest on the overcharged amount.

Undercharging

14.12 If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

- (a) we will not charge interest on the undercharged amount; and
- (b) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

14.13 The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

Payment methods

14.14 You may pay your bill using any method we make available, as set out in your Offer, on your bill, or as otherwise agreed. We accept payment in advance.

Fees and charges for payments

14.15 If you use a payment method that results in us incurring a merchant services fee (such as credit or debit card), we may pass on the relevant processing fee listed in the Our Fees and Charges.

14.16 If you use a payment channel that incurs third-party charges, we may pass on those charges as listed in Our Fees and Charges.

Late payment

14.17 If you do not pay your bill by the Due Date, we may:

- (a) charge a late payment fee (if listed in the Our Fees and Charges);
- (b) charge daily interest on overdue amounts, in line with the Energy Laws;
- (c) refer the matter to a debt collection agency; or
- (d) begin disconnection proceedings, in line with clause 18.

Concessions and rebates

14.18 If you are eligible for a government concession, rebate or grant, you may be entitled to discounts or rebates under your Electricity Plan. On request, or where required by the Energy Laws, we will provide you free of charge with information about relevant schemes and eligibility.

Direct debit / PayTo

14.19 You may choose to pay your electricity bills by direct debit from a bank account you nominate.

14.20 We will set up and operate any direct debit in line with the Energy Laws and other applicable laws (including applicable direct debit scheme rules). We will not change the debit frequency or debit day without your explicit informed consent, and we will give any advance notice required by those rules of changes to the direct debit terms.

14.21 Unless we agree otherwise with you, each debit will be for the amount due on your bill on or after the bill Due Date (or for the agreed instalment amount under any payment plan or Bill Smoothing arrangement).

14.22 You may vary or cancel your direct debit at any time by telling us (or your financial institution). We will action and confirm your request promptly, and we will offer you alternative payment methods permitted under the Energy Laws.

- 14.23 You must ensure sufficient cleared funds are available on the debit day. If a debit is dishonoured, your financial institution may charge you a fee. Where permitted by the Energy Laws, we may represent the debit and/or apply any dishonour fee listed in Our Fees and Charges.
- 14.24 We will not require direct debit as your only payment method, and we will manage direct debits consistently with assistance obligations (including for hardship and family violence) under the Energy Laws. Your account and bank details will be handled in accordance with our Privacy obligations.

Bill Smoothing

- 14.25 If we offer it and you are eligible, you may choose to pay the estimated total cost of your annual electricity bills in equal fortnightly or monthly instalments (**Bill Smoothing**) by direct debit from a nominated account.
- 14.26 We will set the instalment amount using your usage history (or a reasonable estimate where history is not available) and current tariffs, and reconcile any under- or over-payments on your bill and on your final bill.
- 14.27 If you are a Business Customer, we will consider any reasonable request for Bill Smoothing. If we agree a Bill Smoothing plan with you, we will confirm the instalment amount and schedule in writing and may charge a reasonable administration fee disclosed at the time, to the extent permitted by the Energy Laws.
- 14.28 We will apply, review and (if needed) adjust any Bill Smoothing arrangement in accordance with the Energy Laws (including the AER's Billing Guideline). We will give you notice of any change to your instalment amount or frequency, and you may ask us to vary or cancel the arrangement at any time.

Debt collection

- 14.29 If you are a Residential Customer, we will only take legal action or refer your account to a debt collector if we have first complied with our obligations under clause 14.4 and the Energy Laws.
- 14.30 We may recover from you any reasonable costs we incur in collecting overdue amounts, including legal or agency fees.
- 14.31 If you have more than one account with us, we may transfer outstanding amounts from one account to another.
- 14.32 We will comply with the debt collection guidelines issued by the ACCC and ASIC.

Bills issued and payments received by iO Energy Retail

- 14.33 We will have iO Energy Retail issue bills and receive payments as our agent.
- 14.34 A payment you make to iO Energy Retail in accordance with the bill is a payment to us and fully discharges your obligation for that amount.
- 14.35 Where iO Energy Retail issues a tax invoice, it does so on our behalf.

15. Fair Contracting Guarantee

- 15.1 If we change your Charges or vary this Market Contract, you may choose to end this Market Contract by giving us notice (and stating this as the reason) within 20 Business Days of receiving either our variation notice or the relevant bill.
- 15.2 If you end this Market Contract under clause 15.1:
- (a) this Market Contract will end on the date we receive your notice;
 - (b) we will not charge you any Early Termination Fee; and
 - (c) from the date this Market Contract ends until you (or another person) enter into a new electricity contract with us or another retailer for the Supply Address, the terms of our Standing Contract will apply to the sale and supply of electricity at the Supply Address.

16. BENEFITS, REWARDS AND DISCOUNTS

General

- 16.1 Your Electricity Plan may include benefits, rewards or discounts (together, **Benefits**) as described in your Offer.

- 16.2 The Offer and this Market Contract explain how any Benefit is calculated, which Fees and/or Charges it applies to, and any eligibility criteria.
- 16.3 If there is any inconsistency between documents, the order of precedence in clause 31(a) applies.
- 16.4 Benefits are not transferable to other people, accounts or Supply Address.
- 16.5 Unless we state otherwise in your Offer, Benefits do not apply to opening balances, manual adjustments or Feed-in Tariffs.
- 16.6 We will only offer and apply Benefits in accordance with the Energy Laws.

Pay-on-time Benefits

- 16.7 If your Offer includes a pay-on-time Benefit, then, subject to this clause 16 and for as long as the Benefit applies to your Electricity Plan, if you pay the amount due by the Due Date:
 - (a) you will be taken to have paid the bill in full; and
 - (b) the Benefit will be calculated using the applicable Charges on that bill and shown as a credit on your next bill (unless the Offer states it will be applied in another way).
- 16.8 If you pay after the Due Date, you may not receive the pay-on-time Benefit for that bill (unless the Energy Laws or the Offer require otherwise).
- 16.9 If you have a direct debit arrangement, your bill may show the amount to be debited net of the pay-on-time Benefit and we will debit that amount in line with your direct debit terms.
- 16.10 If you are on a Bill Smoothing arrangement, you will receive the pay-on-time Benefit for a bill if you pay all instalments relating to that bill by their Due Dates.
- 16.11 If any payment is dishonoured or reversed, the Benefit for that bill may be withdrawn or reversed unless the Energy Laws require otherwise.

Conditional Benefits applied at bill issue

- 16.12 If your Offer includes a conditional Benefit that depends on a status at the time a bill is issued (for example, an active direct debit or having eligible electricity and gas plans at the same Supply Address), then, subject to this clause 16, where you meet the requirement when the bill is issued, we will apply the Benefit to that bill in the manner described in your Offer.
- 16.13 Conditional Benefits will only be offered and applied in accordance with the Energy Laws governing conditional discounts (including any limits on the nature or value of conditions).

Changes to Benefits

- 16.14 If a Benefit will change or end, we will give you notice in the form and within the timeframe required by the Energy Laws (a **Benefit Change Notice**). Where the Energy Laws require your explicit informed consent to a variation of Benefits, we will obtain it before the variation takes effect.
- 16.15 In addition to any Benefit Change Notice we must give under the Energy Laws, if your Rates or tariffs change we will notify you in the form and within the timeframes required by the Energy Laws and the AER Better Bills Guideline. Where those requirements prescribe exact wording, content or prominence, we will use the prescribed wording, content and placement.

17. SECURITY DEPOSITS

Security deposit

- 17.1 We may ask you to provide a Security Deposit, but only in the circumstances, and up to the maximum amount, permitted under the Energy Laws.

Information we'll give you when we take a Security Deposit

- 17.2 If we ask for or receive a security deposit, we will tell you in writing:
 - (a) the amount of the deposit and when it is due;
 - (b) the interest rate that will apply and how interest is calculated and credited;
 - (c) when the deposit will be returned; and

- (d) the circumstances in which we may use the deposit (and any interest).

Interest on Security Deposits

- 17.3 If you pay a Security Deposit, we will pay you interest on it at the rate, and on the terms, required under the Energy Laws. Interest will accrue daily and be capitalised at least every 12 months, and at the time the Security Deposit is repaid.

Use of a Security Deposit

- 17.4 We may use your Security Deposit, and any interest earned on it, to reduce amounts you owe us:
- (a) if you fail to pay a bill and your Supply Address is disconnected; or
 - (b) to help pay your final bill (for example, when you move out, stop buying electricity from us at your Supply Address, or request disconnection).

Notice of use

- 17.5 If we apply any part of your Security Deposit or any accrued interest to offset amounts owed to us, we will notify you in writing within 10 Business Days, showing the amount applied and any balance remaining.

Return of Security Deposit

- 17.6 Subject to clause 17.4, we must return your Security Deposit, together with any interest accrued, in the following circumstances:
- (a) if you are a Residential Customer, after you have completed 12 months of payments for bills by the Due Date; or
 - (b) if you are a Business Customer, after you have completed 24 months of payments for bills by the Due Date; or
 - (c) if this Market Contract is terminated.
- 17.7 We will process the refund as soon as practicable after the relevant event.

Method of return

- 17.8 If you do not give us reasonable instructions about how you would like the Security Deposit repaid, we will credit the amount of the Security Deposit, together with any accrued interest, to your next bill. If any balance remains after we apply the Security Deposit to your final bill, we will return it to you or, if you do not give reasonable instructions, credit it to your account in accordance with this clause.

18. DISCONNECTION OF YOUR SUPPLY ADDRESS

When we may ask for your Supply Address to be disconnected

- 18.1 Subject to the Energy Laws (including all notice and assistance requirements), we may ask the Distributor or Meter Service Provider to Disconnect the supply of electricity to your Supply Address (**Disconnection**) if any of the following apply:
- (a) you ask us to;
 - (b) the Distributor lawfully requests it;
 - (c) you do not pay a bill by the Due Date, including where you:
 - (i) do not accept an instalment arrangement we offer, or
 - (ii) accept but do not comply with an instalment arrangement;
 - (d) you do not provide a Security Deposit that we are entitled to require;
 - (e) we, the Distributor or the Meter Service Provider cannot safely get to the Meter or equipment at the Supply Address when access is required (for example, to read, test, inspect, maintain, repair, alter, replace or remove the Meter);
 - (f) you block or interfere with an authorised person performing any function under this Market Contract or the Energy Laws;
 - (g) there is illegal or fraudulent use of electricity at the Supply Address;
 - (h) you are a new customer at the Supply Address and you fail to provide acceptable Proof

of Identification we are entitled to request;

- (i) you do not provide safe and unhindered access to the Supply Address as required under this Market Contract or the Energy Laws (including where a Meter read has been missed because of no access for three consecutive Scheduled Meter Reads);
- (j) you are a move-in or carry-over customer and you do not enter into a customer retail contract when required;
- (k) you are a move-out customer seeking to close your electricity account; or
- (l) we are otherwise permitted or required to do so under the Energy Laws or other applicable law.

What notices and steps we must take first

- 18.2 Except where a warning notice is not required under the Energy Laws (for example, emergencies, health and safety, or certain illegal use), before arranging Disconnection of your Supply Address, we will:
- (a) send you a reminder notice and a Disconnection warning notice that meet the form and timing requirements of the Energy Laws;
 - (b) in relation to access issues, use best endeavours to contact you to arrange an appointment time for access in addition to any warning notice; and
 - (c) if you are a Residential Customer, make available any payment help required by the Energy Laws (including offering an instalment plan and meeting hardship obligations) before Disconnecting for non-payment.
- 18.3 Our hardship program will be administered by iO Energy Retail as our agent. This does not limit our obligations under the Energy Laws.
- 18.4 Our Disconnection warning notices will include the contact details of the energy ombudsman scheme in your state or territory, and will state that you may contact the scheme for independent assistance and dispute resolution, as required by the Energy Laws.

When we will not disconnect

- 18.5 We will not arrange Disconnection of your Supply Address other than in accordance with the Energy Laws. Without limiting those protections, we will not arrange Disconnection:
- (a) if you are a hardship customer or a residential customer and you are adhering to a payment plan;
 - (b) if you have formally applied for a government energy rebate, concession or relief and the application has not yet been decided, and you have told us; ;
 - (c) if you have contacted us to talk about the proposed disconnection (for example, to discuss a bill you cannot pay or to dispute the amount), and we are still working with you to resolve the issue. If the issue is resolved, or if you do not respond to us or refuse to work with us to resolve it, this protection will no longer apply;
 - (d) while a complaint you have made to us or to the energy ombudsman scheme in your state or territory, that directly relates to the reason for Disconnection remains unresolved;
 - (e) for non-payment where the amount owing is less than the AER-approved Minimum Disconnection Amount and you have agreed to repay that amount, as required by the Energy Laws.
 - (f) on the ground that you failed to pay an amount for goods/services other than electricity;
 - (g) if any Registered Life Support Equipment is recorded for the Supply Address;
 - (h) if you are being disconnected for non-payment, during an extreme weather event (where applicable under the Energy Laws); or
 - (i) during an “**Excluded Period**”, being:
 - (i) before 8:00am or after 3:00pm on a Business Day;
 - (ii) on a Friday or the day before a public holiday;

- (iii) on a weekend or a public holiday; or
- (iv) between 20 December and 31 December (inclusive),
unless:
 - (v) there is a health and safety risk, an emergency, or a direction from a relevant authority;
 - (vi) you ask us to Disconnect your Supply Address during an Excluded Period;
 - (vii) the Supply Address is not occupied; or
 - (viii) Disconnection is otherwise permitted by the Energy Laws (for example, certain access or equipment interference breaches).

18.6 References in this Market Contract to the Minimum Disconnection Amount automatically track any change made under the Energy Laws and require no further amendment.

Fees for disconnection or abortive call-outs

18.7 Where we arrange Disconnection, we may charge you the 'Disconnection Fee' set out in Our Fees and Charges. If a site visit has been made to perform a Disconnection and the reason for Disconnection is remedied after that attendance but before Disconnection occurs, we may charge the call-out/abortive visit fee in Our Fees and Charges.

19. RECONNECTION OF YOUR SUPPLY ADDRESS

Your right to ask for your Supply Address to be Reconnected

19.1 If your Supply Address has been Disconnected for a reason in clause 18.1 (other than at your request), you may ask us to arrange with your Distributor the reconnection of the supply of electricity to your Supply Address within 10 Business Days of Disconnection (**Reconnection**).

When we will arrange reconnection

- 19.2 We will ask the Distributor or Meter Service Provider to reconnect the Supply Address if you:
- (a) remedy the reason for Disconnection;
 - (b) meet any conditions we are entitled to require under this Market Contract and the Energy Laws (which may include paying any applicable reconnection charge and any required Security Deposit); and
 - (c) ask us to arrange Reconnection.
- 19.3 We may charge you the Reconnection Fee in Our Fees and Charges.
- 19.4 If remote Reconnection is not possible and you ask us to arrange same-day Reconnection after 3pm on a Business Day, and it is practicable for us to do so, an urgent or after-hours reconnection fee may apply (see Our Fees and Charges).

If you do not meet the reconnection requirements

19.5 If, 10 Business Days after Disconnection, the requirements in clause 19.2 have not been met, we may end this Market Contract in accordance with the Energy Laws.

20. WRONGFUL AND ILLEGAL USE OF ELECTRICITY

Use of electricity

- 20.1 You must not, and must take reasonable steps to ensure that no one else at the Supply Address:
- (a) uses electricity illegally or otherwise than in accordance with the Energy Laws and this Market Contract;
 - (b) interferes, or permits interference, with any electricity equipment or associated infrastructure at or serving the Supply Address, except where such interference is authorised by law or the Energy Laws;
 - (c) uses electricity or electricity equipment in a way that:
 - (i) unreasonably interferes with the connection or supply of electricity to another

- customer; or
- (ii) causes damage, nuisance or interference to any third party;
- (d) allows Electricity purchased under this Market Contract to be used for any purpose not permitted by the Energy Laws or this Market Contract; or
- (e) tampers with, or permits tampering with, any Meter or associated Metering equipment.

21. NEW CONNECTIONS AND METERING

Installing or replacing a Meter

- 21.1 We may, and where required under the Energy Laws we must, arrange for Metering Service Provider to install, replace, upgrade or remove the Meter at your Supply Address (including upgrading to a smart/interval meter). By entering this Market Contract, you consent to us arranging these works, subject to our obligations under the Energy Laws (including any notice, information and timing requirements).

Starting the process and charges

- 21.2 We will start these arrangements once we have the information we reasonably require from you to make the request. We may charge any applicable connection, Meter removal, Meter reading or other fees set out in Our Fees and Charges, as permitted by the Energy Laws.

Type of Meter

- 21.3 Unless the Energy Laws require otherwise, a Digital Meter will be installed.
- 21.4 A Digital Meter without communications will be installed if:
- (a) you notify us or the Meter Service Provider before installation that you do not want a Digital Meter with remote communications; or
 - (b) there is no telecommunications network available at the Supply Address to enable remote access.
- 21.5 Where a Digital Meter without communications is installed (whether by request or due to technical limitations), any required manual meter readings will attract the Meter Reading fee in Our Fees and Charges.

Meter changes required by law or Distributor

- 21.6 If a Meter change is required under the Energy Laws, by your Distributor, or because the Meter is faulty, your consent is not required. However, we will give you at least 5 Business Days' written notice in accordance with the Energy Laws.

Meter changes requested by you

- 21.7 If you ask us to arrange a Meter change for another reason (for example, to take up a new Electricity Plan), we will:
- (a) explain the process;
 - (b) advise you of any costs; and
 - (c) obtain your explicit informed consent before proceeding.

Planned interruptions for Metering works

- 21.8 If Metering works will interrupt your supply, we will comply with the notice and consent requirements under the Energy Laws, including giving you at least 4 Business Days' prior written notice of any retailer-planned interruption, unless you give explicit informed consent to the interruption on a specified date. If the interruption is arranged by your Distributor, the Distributor's notice obligations apply.

Life support premises

- 21.9 If anyone at your Supply Address requires life support equipment, we will comply with all requirements under the Energy Laws before any Meter installation, replacement or related works.
- 21.10 Life-support registration and communications will be administered by iO Energy Retail as our agent. We remain responsible for compliance.

Access and safety

- 21.11 You must provide safe and unhindered access to your Supply Address for us and our authorised representatives for the purposes of:
- (a) reading, testing, maintaining, inspecting, altering or replacing Meters at the Supply Address;
 - (b) calculating or measuring electricity supplied to or taken at the Supply Address;
 - (c) checking the accuracy of metered consumption at the Supply Address; and
 - (d) removing and/or installing/replacing Meters, as required by the Energy Laws and this Market Contract.

Meter reading frequency

- 21.12 We will use our best endeavours to ensure that a Meter Reading is carried out as frequently as is needed to prepare your bills in accordance with the Energy Laws and, in any event, at least once every 12 months.

Identification and conduct on site

- 21.13 If we or our representatives seek access to the Supply Address under this clause 21, we will:
- (a) comply with all relevant requirements under the Energy Laws;
 - (b) carry or wear official identification; and
 - (c) show the identification if requested.

22. SUPPLY STANDARDS AND INTERRUPTIONS***Supply quality and responsibility***

- 22.1 We do not own or operate the Distribution System. The quality, frequency and continuity of your Electricity supply depends on your Distributor.
- 22.2 Our obligations in relation to supply quality are limited where interruptions or quality issues are caused or contributed to by your actions, equipment, or non-compliance with this Market Contract.

When we may arrange a retailer-planned interruption

- 22.3 We may arrange a planned interruption to the Supply Address where permitted under the Energy Laws, but only for the installation, maintenance, repair, testing, exchange, alteration, replacement or removal of a meter or related metering equipment. We may also interrupt supply in an emergency, for health or safety reasons, or where otherwise permitted under the Energy Laws.

Notice of retailer-planned interruption

- 22.4 If your supply will be affected, then unless you give us your explicit informed consent to the interruption occurring on a specific date or within a specified 5 Business Day window, we will give you at least 4 Business Days' prior written notice of the interruption. The notice will:
- (a) state the expected date, start time and duration;
 - (b) explain the reason for the interruption; and
 - (c) provide a contact point (including a 24-hour number) for more information.

Distributor-planned interruptions

- 22.5 Your Distributor may also interrupt your electricity supply (for example, to maintain the distribution system). In those cases:
- (a) your Distributor is responsible for giving you notice that complies with the Energy Laws; and
 - (b) to the extent permitted by law, we are not liable for interruptions arranged by your Distributor.

Life support premises

- 22.6 If your Supply Address is registered as a life support Supply Address, we and your Distributor

must comply with all additional life support requirements in the Energy Laws before any planned interruption is made.

- 22.7 Life-support registration and communications may be administered by iO Energy Retail as our agent. We remain responsible for compliance

Your right to information

- 22.8 If you ask, we will use our best endeavours to explain any retailer-planned interruption arranged by us. If you request a written explanation, we will provide it within 10 Business Days or let you know how long it will take if more time is reasonably required. If the interruption is arranged by your Distributor, we may refer you to the Distributor for details.

23. NOTICES

Regulated Notices

- 23.1 If the Energy Laws (including the AER Better Bills Guideline) prescribe the form, content, wording, prominence, method of delivery or timing of a notice or communication we must give, we will give that notice in accordance with those requirements.
- 23.2 To the extent of any inconsistency between this Market Contract and the Energy Laws about a regulated notice or communication, the Energy Laws prevail.
- 23.3 Where the Energy Laws permit or require more than one method, we may use one or more permitted methods (including delivery by Electronic Means where you have agreed or where permitted).

General communications

- 23.4 Except where this Market Contract or the Energy Laws require a particular method, communications between you and us may be in person, in writing, by telephone or by Electronic Means.
- 23.5 Where a communication must be in writing, it may be sent by post or by Electronic Means, to the extent permitted by the Energy Laws.
- 23.6 We may use Electronic Means unless you ask us to send written communications to a postal address, or if Electronic Means are not reasonably available.

When written communications are taken to be received

- 23.7 Subject to any contrary requirement in the Energy Laws (for example, for certain regulatory notices or where delivery failure occurs), a written communication is taken to be received:
- (a) if delivered by hand, on the day it is left at the relevant address;
 - (b) if sent by post, 2 Business Days after the date of posting;
 - (c) if sent by Electronic Means, on the earlier of:
 - (i) our/your receipt of a delivery confirmation; or
 - (ii) the day of transmission, unless we/you are notified that delivery was unsuccessful or delayed.

Electronic communications and consent

- 23.8 Where the Energy Laws require written communications (including bills, price/benefit change notices, reminder and disconnection warning notices, life-support information packs and planned-interruption notices), we may give them electronically if and to the extent permitted by the Energy Laws and where you have agreed to receive communications electronically.
- 23.9 If you withdraw consent to Electronic Means or request postal delivery, we will switch to post within a reasonable time.

Regulatory notices—method and content prevail

- 23.10 If the Energy Laws prescribe the form, content, timing or method for a notice (for example, reminder notices, disconnection warning notices, planned-interruption notices or life-support communications), we will comply with those prescriptions. If there is any inconsistency between this clause and a prescribed requirement, the prescribed requirement applies.

Contact details and changes

- 23.11 Our contact details for notices are those shown on your most recent bill or as we notify you from time to time.
- 23.12 You must tell us promptly if your postal address, email address or telephone number changes. We are not responsible for delays or failures in delivery caused by your failure to update contact details.

Notices given by our agent

- 23.13 Any communication or notice sent to you by iO Energy Retail on our behalf (including bills, variation and benefit-change notices, reminder and disconnection warning notices, life-support information packs and planned-interruption notices) is taken to have been given by us and satisfies the requirements of the Energy Laws.

24. PRIVACY ACT**How we handle your Personal Information**

- 24.1 Any Personal Information we collect (including credit information) is managed in line with our Privacy Policy and Credit Reporting Policy. You will receive a copy with this Market Contract, and the most current version is always available on our website or on request. If there is a difference between the printed version and the one online, the online version will apply.
- 24.2 We will only collect, use, hold and share your Personal Information as allowed by the *Privacy Act 1988* (Cth), the Energy Laws, and any other laws that apply.
- 24.3 By entering this Market Contract, you agree that we may handle your Personal Information in line with our Privacy Policy.
- 24.4 Some messages from us are governed by the *Spam Act 2003* (Cth). Where the law allows, certain regulatory or account-related notices may not include an “unsubscribe” link.

Access to your information

- 24.5 If you ask, and where the Energy Laws require it, we will provide you with information such as:
- (a) the terms of this Market Contract, either in hard copy or by directing you to our website;
 - (b) your billing history for the Supply Address, if available;
 - (c) guidance on how to use electricity efficiently;
 - (d) information about concessions, rebates or grants that may apply to you;
 - (e) the current balance or status of your account;
 - (f) metering data, meter readings and registration details that relate to your account; and
 - (g) details of any planned interruptions to your Electricity supply that we have arranged.
- 24.6 Unless the Energy Laws require us to provide this information at no cost, we may charge a reasonable fee to cover our administration costs.

Correcting information

- 24.7 If you believe that the Personal Information or account information we hold is inaccurate, incomplete or out of date, you may ask us to correct it. We will make any corrections that are required under the *Privacy Act 1988* (Cth) or the Energy Laws.

Sharing of information with iO Energy Retail

- 24.8 You consent to us sharing your Personal Information and metering and account information with iO Energy Retail, and to iO Energy Retail collecting, using and disclosing that information on our behalf for the purposes of performing this Market Contract, in accordance with the *Privacy Act 1988* (Cth), the Energy Laws and our Privacy Policy.

25. REGULATORY INFORMATION

- 25.1 This Market Contract has been prepared in line with the Energy Laws.
- 25.2 Where the Energy Laws allow, if any term of this Market Contract is inconsistent with an Energy Law requirement, that term will apply only to the extent permitted.

- 25.3 If:
- (a) this Market Contract does not address, or only partly addresses, a matter covered by a Energy Law requirement; or
 - (b) a provision of this Market Contract is invalid or unenforceable because it conflicts with a Energy Law requirements,
- then the relevant Energy Law requirement is taken to form part of this Market Contract and will apply in its place.

26. COMPLAINTS

Questions, complaints and disputes

- 26.1 You can raise any query or complaint with us, including by contacting iO Energy Retail as our agent, by phone or in writing.
- 26.2 Complaints will managed under our internal complaints and dispute resolution procedure, which you can access on our website or obtain from us on request.
- 26.3 You will be advised of the outcome of your complaint.
- 26.4 If you are not satisfied with the response, you may refer the matter to the energy ombudsman scheme in your state or territory, which provides a free, independent dispute resolution service for small customers in South Australia.

27. FORCE MAJEURE

- 27.1 if either you or we are prevented from meeting an obligation under this Market Contract because of an event outside reasonable control (a **Force Majeure Event**), the affected obligation (other than an obligation to pay money) will be suspended while the Force Majeure Event continues.
- 27.2 The affected party must:
- (a) notify the other party as soon as practicable, giving reasonable details of the Force Majeure Event; and
 - (b) take all practicable steps to minimise, overcome or remove the effects of the Force Majeure Event (but this does not require settlement of industrial disputes).
- 27.3 The affected party must also advise the other party of:
- (a) the expected duration of the Force Majeure Event;
 - (b) which obligations are affected and how; and
 - (c) the measures being taken to address the situation.
- 27.4 If the Force Majeure Event is widespread, our duty to give prompt notice under clauses 27.2 and 27.3 will be satisfied if we make the relevant information available through a 24-hour telephone service within 30 minutes of becoming aware of the Force Majeure Event, or otherwise as soon as practicable.

28. LIABILITY

Title and risk

- 28.1 As far as we have title to electricity sold under this Market Contract to you, ownership and risk in that electricity passes to you at the point where it leaves the Distribution System and enters the supply system serving your Supply Address.

No additional warranties

- 28.2 Except as required by law or expressly set out in this Market Contract, we do not give any guarantee, warranty or undertaking, nor do we make any representation about the quality, fitness, safety or suitability of any goods or services supplied under this Market Contract.

Limitation of liability

- 28.3 To the extent permitted by law, if a condition, warranty or obligation is implied into this Market Contract by legislation and we breach it, our liability is limited (at our option) to either:
- (a) arranging the sale of equivalent goods or services; or

- (b) paying you the reasonable cost of replacing or acquiring equivalent goods or services.

Regulatory limitations

- 28.4 This clause 28 applies in addition to, and does not reduce, any statutory limitation of liability that either party may rely on under the Energy Laws.

Supply risks

- 28.5 As far as the Energy Laws allow, we are not liable for loss or damage you suffer because:
- (a) there is a failure, interruption or defect in the Electricity supply; or
 - (b) a feature or characteristic of the Electricity supplied makes it unsuitable for your intended purpose.

Indemnity

- 28.6 You must indemnify us against any claim for injury, loss or damage made by a third party in connection with your use of electricity, where that injury, loss or damage is caused or contributed to by your negligence or your breach of this Market Contract. We will take reasonable steps to reduce any loss or damage we incur.

Customer responsibility

- 28.7 You must take reasonable precautions to protect your equipment, premises and business from risks that may arise from interruptions, fluctuations or variations in the quality or reliability of electricity supply.

Consumer guarantees and statutory rights

- 28.8 Nothing in this Market Contract excludes or limits the operation of:
- (a) any rights you have under the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
 - (b) sections 78 and 120 of the National Electricity Law; or
 - (c) any other non-excludable provisions of the Energy Laws or other applicable laws.

29. GENERAL

Agency and Performance of obligations

- 29.1 We may perform some of our obligations under this Market Contract through our agent, iO Energy Retail, or through other service providers engaged on our behalf (for example, a Distributor or Meter Service Provider). These obligations may include billing, customer service, obtaining explicit informed consent, credit management, hardship assistance, life-support processes, planned-interruption notices and metering coordination.
- 29.2 Where iO Energy Retail or another service provider carries out an obligation for us, we will be taken to have complied with that obligation.
- 29.3 If an obligation is not properly performed, we remain responsible to you under this Market Contract.
- 29.4 iO Energy Retail acts only as our agent. iO Energy is not your agent, and the Distributor is not the agent of either party.

Waivers

- 29.5 Unless expressly stated in this Market Contract, a right under it can only be waived if the waiver is in writing and signed by the party giving it.

Governing law and jurisdiction

- 29.6 The law of South Australia governs this Market Contract. Each party submits to the non-exclusive jurisdiction of the courts of South Australia.

Transfer of rights and obligations

- 29.7 We may transfer or novate our rights and obligations under this Market Contract to another authorised retailer:
- (a) by notifying you, where the other retailer is our related company or where the transfer

- forms part of a sale or transfer of all or a substantial part of our retail business; or
- (b) with your consent.

29.8 Unless we agree otherwise, you may not assign or novate your rights or obligations under this Market Contract.

Retailer of Last Resort events

- 29.9 If a Retailer of Last Resort event occurs under the Energy Laws and we can no longer sell you electricity:
- (a) you will be transferred to another retailer appointed under the Energy Laws;
 - (b) you will not be liable to us for any additional fees or charges relating to that transfer; and
 - (c) your Personal Information will be provided to the replacement retailer and other relevant bodies as required by the Energy Laws to facilitate the transfer.

Trustee Customers

- 29.10 Clauses 29.10 to 29.19 (inclusive) only applies to you if you enter into this Market Contract as trustee of a trust (the **Trust**).
- 29.11 You confirm that you have entered this Market Contract as trustee of the Trust, and that all obligations are incurred in that capacity.
- 29.12 You warrant that it:
- (a) has been duly appointed as trustee and has power under the Trust deed and at law to enter into and perform this Market Contract;
 - (b) enters into and performs this Market Contract for a proper purpose of the Trust; and
 - (c) has a present, unrestricted and fully exercisable right of indemnity out of the assets of the Trust (including rights of exoneration and recoupment) in respect of all liabilities incurred under this Market Contract, and that right has not been and will not be excluded, modified or diminished.
- 29.13 You agree that our claims and any judgment or award in our favour under this Market Contract may be satisfied from the assets of the Trust, in addition to any other rights we may have at law.
- 29.14 You must not do (and must ensure no other person does) anything that would prejudice, limit or defeat the trustee's right of indemnity out of the assets of the Trust in respect of liabilities under this Market Contract.
- 29.15 You must not retire, be removed as trustee or appoint a replacement or additional trustee of the Trust without our prior written consent (acting reasonably).
- 29.16 If a new or additional trustee is appointed, the Customer must:
- (a) ensure the incoming trustee assumes all obligations under this Market Contract by executing a deed of accession (in a form reasonably required by us); and
 - (b) provide us with reasonable evidence of the appointment and accession.
- 29.17 Until those steps are completed, the existing trustee remains fully liable for all obligations under this Market Contract.
- 29.18 If there is more than one trustee of the Trust, each trustee is jointly and severally liable under this Market Contract.
- 29.19 This clause operates to the extent permitted by law and does not limit any rights or protections that apply under the Energy Laws.

Survival

- 29.20 Clauses 1, 3 to 5 (inclusive), 8, 9, 10, 11, and 13 to 31 (inclusive) survive the termination or expiry of this Market Contract.

30. SIMPLIFIED EXPLANATION OF TERMS

In this Market Contract, unless the context otherwise requires:

Add On Products means any product or service we offer from time to time that is not the sale of

electricity and that can be taken with this Market Contract.

Authorised Representative means a person you authorise to request and receive your Meter Data on your behalf.

Benefits means any benefits, rewards or discounts that may apply to your Electricity Plan under your Offer or this Market Contract.

Benefit Change Notice means a notice about a change to, or expiry of, a Benefit given in accordance with the Energy Laws.

Billing Period has the meaning given in clause 13.2.

Bill Smoothing has the meaning given in clause 14.24.

Business Customer means Small Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday or a public holiday in South Australia.

Charges means the amounts you must pay under the Market Contract or any applicable Add On Product terms and conditions (but not the fees and charges described in clause 5.2(c)).

Conditional Benefit means a Benefit that applies only if you meet conditions set out in the Offer (for example, maintaining an active direct debit or holding eligible plans at the same Supply Address).

Connection Charge means:

- (a) the amount set out in the Offer or Our Fees and Charges; or
- (b) if not specified there, the direct pass-through of any charge your Distributor or Meter Service Provider charges us for connecting (or arranging connection of) the Supply Address to the Distribution System.

Cooling-off Period has the meaning given in clause 7.1.

Customer Hardship Policy means our AER-approved policy that explains how we identify and assist Residential Customers experiencing payment difficulties due to hardship.

Deemed Arrangement means the arrangement that applies under the Energy Laws when a customer uses electricity at a supply address without a Market Contract or Standard Contract in place with a retailer. Under a Deemed Arrangement with us, the terms and conditions are our Standard Contract terms and conditions.

Digital Meter means an electricity meter that meets the Type 4 minimum service standards under the Energy Laws.

Digital Meter Without Communications means a Digital Meter where the telecommunications connection function has been switched off.

Disconnection has the meaning given in clause 18.1.

Distribution System means the network wires, meters and equipment used by a Distributor to deliver electricity.

Distributor means the licensed company that owns and operates a Distribution System and supplies electricity to your Supply Address.

Due Date means the latest of:

- (c) 7 business days after we send your bill;
- (d) the date shown on your bill; or
- (e) another payment date we have agreed with you.

Early Termination Fee has the meaning given in clause 9.7.

Electronic Means includes any agreed electronic communication such as email, SMS, MMS, or messages sent through our mobile application.

Embedded Network means a private distribution system that is connected at a parent connection point to the main distribution or transmission system and is owned, controlled or operated by someone other than the local Distributor.

Electricity Plan means means the terms and conditions under which you receive any benefits, discounts or rewards when we sell you with Electricity for a particular Electricity Plan Period, as set out in the relevant Offer.

Electricity Plan Period means means the period during which we sell electricity to you under your Electricity Plan, as set out in the relevant Offer and is subject to the Energy Laws.

Electricity Plan End Date means the date your Electricity Plan Period ends, as set out in your Offer. Where your Electricity Plan has a minimum period, the Electricity Plan End Date will not be earlier than the last day of that minimum period. We will give you written notice of your Electricity Plan Date in line with the Energy Laws.

Energy Laws any applicable Commonwealth, State or local law or instrument, including the National Energy Retail Law and Rules, the National Electricity Rules, licence conditions, regulations, codes, determinations, guidelines or standards in force from time to time in the State of the Supply Address.

Exempt Seller Arrangement means an arrangement where a person sells energy to customers under a valid exemption granted by the Australian Energy Regulator, instead of holding a full retail authorisation, as allowed under the Energy Laws.

Fee means a charge listed in Our Fees and Charges. A Fee may be a direct pass-through of a cost from a third party, or a cost we incur plus a reasonable administration amount.

Feed-in Tariff means the amount per unit we pay you for electricity you export to the grid, as set out in your Electricity Plan.

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

iO Energy Retail means iO Energy Retail Pty Ltd (ACN 686 336 265).

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a Distribution System, but does not include Disconnection;

Market Contract means the contract for the sale of electricity at your Supply Address (as varied from time to time), comprising:

- (a) this document;
- (b) the relevant Offer;
- (c) any applicable Add On Product terms and conditions;
- (d) Our Fees and Charges; and
- (e) any other document incorporated by reference in this document, including information we must give you under the Energy Laws (such as our complaints handling and dispute resolution procedure).

Meter means an instrument that measures the quantity of electricity passing through it, and includes associated equipment attached to the instrument (such as recording, display and communications equipment) to control or regulate the flow of electricity.

Meter Data means metering data (as defined in the Energy Laws) required to be provided in accordance with applicable metering data procedures published by the Australian Energy Market Operator.

Meter Reading means either a physical inspection of a Meter or the remote receipt of processed data from a Digital Meter showing, at a point in time, the quantity of electricity that has passed through the Meter.

Meter Service Provider means any person (including the Distributor) who, on our or the Distributor's behalf:

- (a) provides services in relation to Meters (including reading, installing, inspecting, testing, repairing, maintaining, exchanging, altering, replacing or removing Meters);
- (b) processes and transfers Meter Data; and/or
- (c) provides services connected with the sale and supply of Electricity under this Market Contract.

Minimum Disconnection Amount means the amount approved or determined by the Australian Energy Regulator from time to time under the Energy Laws that applies to disconnection for non-payment (including any GST treatment specified under the Energy Laws).

NMI means the National Meter Identifier that links your electricity Meter with the Supply Address.

Offer means the offer letter or other offer document provided to you in relation to a corresponding Electricity Plan (including our written confirmation of any oral offer that you accepted).

Offer Expiry Date means the date stated in your Offer as the last date that you can accept the Offer. To be effective, your acceptance must be received by us no later than 5:00 pm on that date; otherwise, the Offer lapses and a new Offer may be required before a Market Contract can start.

Our Fees and Charges means the list of Fees and Charges that apply to your Supply Address under this Market Contract. A copy of Our Fees and Charges is available on our website or by request.

pay-on-time Benefit means a Benefit that is conditional on payment of a bill by the Due Date.

Proof of Identity means the documents we may ask you to provide to confirm your identity, being:

- (a) if you are a Residential Customer, one or more of the following:
 - (i) a current driver's licence, passport or other official photo identification;
 - (ii) a Pensioner Concession Card or other government-issued entitlement card; or
 - (iii) a birth certificate;
- (b) if you are a Business Customer that is a sole trader or partnership, one or more of the documents listed in (a) for one or more of the individuals who run the business;
- (c) if you are a body corporate, the company's Australian Company Number (ACN) or Australian Business Number (ABN).

Retailer of Last Resort Event means an event under the Energy Laws that triggers the retailer of last resort (RoLR) scheme in relation to us, such that we can no longer sell you electricity.

Retailer Responsible means the financially responsible retailer for the Supply Address (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your Supply Address;

Residential Customer means a person who purchases electricity principally for personal, household or domestic use at their Supply Address;

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Act means the *Privacy Act 1988* (Cth).

Rates means the per-unit prices that apply under your Electricity Plan, including usage Rates and the daily supply charge.

Reconnection has the meaning given in clause 19.1.

Registered Life Support Equipment means life support equipment (as defined under the Energy Laws recorded on our life-support register for your Supply Address after we receive medical confirmation from a registered medical practitioner.

Scheduled Meter Reading means a Meter Reading carried out in line with your usual billing cycle.

Security Deposit means an amount of money or other arrangement acceptable to us as security for amounts you owe, required and handled in accordance with the Energy Laws.

Special Meter Reading a Meter Reading obtained at a time other than a Scheduled Meter Reading.

Standard Retail Contract means the contract we are required to offer under the Energy Laws for the sale and supply of electricity at a Supply Address. The current terms are published on our

website.

supply means the delivery of electricity by the Distributor via its Distribution System to a supply address, and any related services.

Supply Address means the premises where you purchase electricity from us under this Market Contract (identified by the applicable NMI).

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Energy Laws;

Small Customer means in respect of a Supply Address small customer as prescribed under the Energy Laws.

Supply Start Date means the date determined under clause 7.10.

31. INTERPRETATION

In this Market Contract, unless the context otherwise requires:

- (a) to the extent of any inconsistency, documents making up this Market Contract take precedence in the following order:
 - (i) any applicable Add On Product terms and conditions;
 - (ii) the Offer;
 - (iii) this document;
 - (iv) Our Fees and Charges; and
 - (v) any other document or part thereof incorporated by reference in this document;
- (b) headings are for convenience and do not affect the interpretation of this Market Contract;
- (c) words importing the singular include the plural and vice versa;
- (d) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental
- (f) agency;
- (g) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Market Contract;
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document; and
- (i) a reference to a person includes that person's:
 - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
 - (ii) officers, employees, contractors, agents or other representatives.