

## MEMORANDUM OF UNDERSTANDING

Between

ENERGY AND WATER OMBUDSMAN  
QUEENSLAND ("EWOQ")

and

QUEENSLAND COMPETITION  
AUTHORITY  
("the QCA")

This MEMORANDUM OF UNDERSTANDING

Is made on the 4<sup>TH</sup> day of NOVEMBER 2019.

BETWEEN ENERGY AND WATER OMBUDSMAN QUEENSLAND of Level 16, 53  
Albert Street, Brisbane ("EWOQ")

AND QUEENSLAND COMPETITION AUTHORITY of Level 276, 145 Ann  
Street, Brisbane ("the QCA")

## RECITALS/ OBJECTIVES

1. EWOQ is responsible under the *Energy and Water Ombudsman Act 2006* to receive, investigate and facilitate the resolution of disputes referred to it under this Act.
2. The QCA has responsibilities under the *Electricity Act 1994* and *Gas Supply Act 2003* as well as delegated responsibilities under these Acts, including the enforcement of the Electricity Distribution Network Code and the Gas Distribution Network Code. Under the *National Energy Retail Law (Queensland) Act 2014*, the QCA is responsible for enforcing derogations to the National Energy Retail Law and National Energy Retail Rules.
3. The parties have entered into this memorandum of understanding to provide for consultation between them and avoid inappropriate duplication of activity, including but not limited to:
  - (a) the conduct of any enquiry or investigation;
  - (b) the making or amending of an industry code/rules; and
  - (c) investigating a possible contravention of an industry code/rules, where relevant.
4. The following legislation and subordinate legislation are relevant to this memorandum of understanding and outline the roles and responsibilities of the parties:
  - (a) *Electricity Act 1994*;
  - (b) *Electricity Regulations 2007*;
  - (c) *Gas Supply Act 2003*;
  - (d) *Gas Supply Regulations 2007*;
  - (e) *Queensland Competition Authority Act 1997*;
  - (f) *Energy and Water Ombudsman Act 2006*;
  - (g) *Electricity – National Scheme (Queensland) Act 1997*
  - (h) *National Energy Retail Law (Queensland) Act 2014*
  - (i) *National Energy Retail Law*
  - (j) *National Gas (Queensland) Act 2008*
  - (k) *National Gas (Queensland) Law*
  - (l) *South East Queensland Water Distribution and Retail Restructuring) Act 2009*  
*Water Act 2000*
  - (m) *Water Supply (Safety and Reliability) Act 2008*

## DEFINITIONS

5. In this Memorandum:

**"QCA"** means the Queensland Competition Authority or its successors;

**"EWOQ"** means Energy and Water Ombudsman Queensland;

**"Minister"** means the Minister responsible for all Energy and Water legislation and subordinate legislation;

**"Small customer"** means a domestic and small business customer whose annual electricity consumption is under 160 megawatt hours or annual gas consumption is under one terrajoule. As defined in section 3 of the South East Queensland Customer Water and Wastewater Code.

## TERM OF AGREEMENT

6. This memorandum of understanding can be amended or terminated at any time by the agreement of both parties.

### The Role of EWOQ

7. Under the *Energy and Water Ombudsman Act 2006*, EWOQ has responsibility to:
  - (a) receive, investigate and facilitate resolution of disputes referred under the *Energy and Water Ombudsman Act 2006*;
  - (b) resolve disputes and make orders, if they cannot be resolved by agreement, negotiation or mediation;
  - (c) promote the operation of the *Energy and Water Ombudsman Act 2006* to small customers and relevant occupiers of land;
  - (d) identify systemic issues arising out of complaints anyone makes to the Ombudsman; and
  - (e) deal with any other functions conferred on EWOQ under any Act.

### The Role of the QCA

8. Other than those responsibilities that may be delegated to the QCA by the Minister, the QCA is also required under the *Electricity Act 1994*, *Gas Supply Act 2003*, *National Energy Retail Law (Queensland) Act 2014*, the Electricity Distribution Network Code and the Gas Distribution Network Code to, among other things:
  - (a) provide the Minister with a written report about the performance of the QCA's functions under the *Electricity Act 1994* and *Gas Supply Act 2003* and any of the Minister's functions that have been delegated to it;
  - (b) from time to time give the Minister reports about significant events in Queensland's electricity or processed natural gas market of which the QCA considers the Minister should be aware;
  - (c) enforce the provisions of the Electricity Distribution Network Code and the Gas Distribution Network Code including the review of:
    - (i) minimum service standards to apply at the beginning of each regulatory period; and
    - (ii) guaranteed service levels and payments;
  - (d) where required by a regulation, establish a retailer of last resort scheme for electricity
  - (e) make or amend industry codes for electricity and reticulated processed natural gas markets;
  - (f) require a distributor or retailer to conduct an audit of its compliance with an industry code
  - (g) approve procedures submitted by a retailer for resolving small customer

- complaints and disputes with respect to marketing;
- (h) develop and make available a retail price comparator; and
- (i) perform other functions to the QCA under the *Electricity Act 1994*, *Gas Supply Act 2003*, *Queensland Competition Authority Act 1997* or any other relevant Act.

### **How the Parties will Consult**

9. Each party having regard to their respective roles will:
  - (a) consult with and involve the other in the performance of any investigation that has or is likely to have material implications for the other;
  - (b) consult with and involve the other in the performance of any function that has or is likely to have material implications for the other;
  - (c) ensure that such consultation occurs as early as practicable in the parties' regulatory, advisory or decision making processes;
  - (d) on written request, provide the other with timely advice on regulatory matters for which it is responsible;
  - (e) provide the other with timely relevant information on industry issues for which both parties have some responsibility;
  - (f) promptly inform the other of any material changes to its role or to the regulatory arrangements it administers;
  - (g) exchange details of annual work programs to the extent that they are relevant to the role of the other;
  - (h) provide the other with advance notice of its intention to undertake a major review or activity that will or may have material implications for the other;
  - (i) identify opportunities to coordinate strategic planning and undertake knowledge sharing initiatives to optimise material understanding of roles and strategic directions; and
  - (j) identify relevant project officers to allow for the coordination of particular regulatory projects.
10. Each party having regard to their respective roles must maintain information and records and provide copies of the records to the other party's designated officer at stated times or when requested.

### **How the Parties will Manage their Relationship and Resolve Disputes**

11. Each party will ensure that, at all times while this memorandum is in force, one or more of its staff members is designated and known to the other as its contact officer for the purposes of this memorandum.
12. At the date of this memorandum, the contact officer at the Authority is Mr George Passmore and the contact officer for EWOQ is Mr John Jones. Each party will give notice of any change to its contact officer to the other, promptly after the change is made.
13. Each party will ensure that its contact officer:

- (a) makes themselves (or a nominated officer/s) available at all relevant times to address any questions, concerns or disputes arising out of the operation of this memorandum which are raised by either party;
  - (b) instigates periodic (and in any event not less than three years) reviews of this memorandum directed, in particular, to the potential for improvement in its terms or operation and to the effect (if any) of regulatory change on its terms, operation or utility; and
  - (c) arranges (in conjunction with the other's contact officer) such meetings of appropriate staff of the parties as and when necessary or desirable to facilitate the efficient and effective operation of this memorandum; and
  - (d) If there is a dispute between the parties as to the terms or operation of this memorandum, each party will ensure that its contact officer endeavours in good faith to resolve that dispute with the other's contact officer.
14. In the event that an investigation or resolution of a dispute is submitted to each of EWOQ and the QCA, to avoid overlap or conflict of reporting the parties will agree to, where practicable, align reporting requirement to reduce duplication of reporting.

#### **Use and Disclosure of Information**

15. Each party will use and disclose any information under the obligations set out under the relevant legislation under section 4 of this memorandum of understanding.
16. The capacity of a party to use or disclose information, or take information into account, is or may be (depending on the nature or source of the information) restricted by law.
17. If a party discloses information to the other party under this memorandum, the disclosing party may place restrictions on the recipients use or disclosure of that information, being restrictions it believes in good faith are necessary for compliance with binding restrictions on disclosure. A party receiving information will observe any such restriction noting, however, that this requirement does not limit:
- (a) any other legal obligation of a party to the disclosure or use of information; and
  - (b) any right of a party concerning information otherwise than under this memorandum.

EXECUTED AS A MEMORANDUM BY:

The **Queensland Competition Authority** by:

William Copeman

**Authorised signatory**

Date: 01/10/2019

Adam Liddy

**Witness**

Date: 01/10/2019

Signed for the **Energy and Water Ombudsman Queensland** by:

Jane Pires

**Authorised signatory**

Date: 04/11/2019

Jacqui Nelson

**Witness**

Date: 04/11/2019