

LIAISON AGREEMENT

between

the OFFICE OF THE ENERGY AND WATER
OMBUDSMAN QUEENSLAND
("the ENERGY AND WATER OMBUDSMAN")

and

the OFFICE OF THE QUEENSLAND OMBUDSMAN
(the "OMBUDSMAN")

This LIAISON AGREEMENT

is made on the 29th day of June 2018

BETWEEN the **ENERGY AND WATER OMBUDSMAN**
of Level 16, 53 Albert St, Brisbane ("the Energy and Water Ombudsman")

AND the **QUEENSLAND OMBUDSMAN**
of Level 18, 53 Albert St, Brisbane ("the Ombudsman")

regarding their respective jurisdictions and functions in relation to complaints and disputes.

1. Definitions

In this Agreement:

"Complaints entity" means an entity, other than the Queensland Ombudsman which has responsibility, under an Act, for the investigation or review of matters that may include administrative actions of agencies.

"Contact officer" refer to clause 3.

"Energy entity" is as defined in the *Energy and Water Ombudsman Act 2006*.

"Energy and Water Ombudsman" means the Energy and Water Ombudsman Queensland appointed under the Energy and Water Ombudsman Act and their Office.

"Ombudsman" means the Queensland Ombudsman appointed under the *Ombudsman Act 2001* (the Ombudsman Act) and their Office.

"Party" or "parties" means the Energy and Water Ombudsman and the Queensland Ombudsman.

"Relevant energy customer" is as defined in section 6D of the *Energy and Water Ombudsman Act*.

"Small customer" is as defined in section 3 of the South East Queensland Customer Water and Wastewater Code.

"Water/wastewater entity" means a distributor-retailer as defined under section 8 of the *South East Queensland (Distribution, Retail and Restructuring Act) 2009* and includes Gold Coast City Council, Logan City Council and Redland City Council.

“Water/wastewater legislation” means the following legislative instruments that are relevant to this Liaison Agreement and which assist in defining the relevant roles and responsibilities of the parties:

- (a) *South East Queensland Water (Restructuring) Act 2007*;
- (b) *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*; and
- (c) *South East Queensland Customer Water and Wastewater Code*.

2. Recitals

2.1 The Energy and Water Ombudsman's role under the *Energy and Water Ombudsman Act 2006* is (inter alia) to:

- (i) provide a timely, effective, independent and just way to resolve disputes between:
 - small customers and their water/wastewater entity
 - relevant energy customers and their energy entities and
- (ii) identify systemic issues arising out of disputes.

2.2 The Ombudsman's role under the *Ombudsman Act 2001* is to:

- (i) give people a timely, effective, independent and just way of having the administrative actions of agencies investigated; and
- (ii) improve the quality of decision-making and administrative practices and procedures in agencies.

2.3 To achieve these purposes both parties have the ability under their respective legislation to receive and investigate complaints. The parties have agreed to enter into this Liaison Agreement with the intention of avoiding inappropriate duplication of investigative activity.

3. Contact officers

3.1 Each party will ensure that, at all times while this Liaison Agreement 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 Liaison Agreement.

3.2 At the date of this Liaison Agreement, the contact officers for the respective parties will be:

for the Energy and Water Ombudsman:
Mr John Jones
General Manager Assessment, Investigation and Resolution

for the Queensland Ombudsman:
Mr Craig Allen
Assistant Ombudsman.

- 3.3 Each party will give written notice of any change to its contact officer to the other promptly after the change is made.
- 3.4 Each party will ensure that its contact officer:
- (a) provides a list of representatives to contact in relation to specific matters or if the contact officer is unavailable;
 - (b) makes themselves or a representative officer available at all relevant times to address any questions, concerns or disputes arising out of the operation of this Liaison Agreement which are raised by either party;
 - (c) undertakes periodic (and in any event not less than three yearly)¹ reviews of this Liaison Agreement 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
 - (d) arranges, in conjunction with other nominated officers, liaison meetings as described in this Liaison Agreement.²

4. Jurisdiction

4.1 The Energy and Water Ombudsman's complaint jurisdiction

4.1.1 The Energy and Water Ombudsman's functions include:

- (a) receiving, investigating, and facilitating the resolution of disputes between small customers and water/wastewater entities where such disputes fall within the terms of the South East Queensland Customer Water and Wastewater Code and relevant energy customers and their energy entity;
- (b) resolving disputes and making orders, if they cannot be resolved by agreement, negotiation or conciliation;
- (c) identifying systemic issues arising out of complaints made to the Energy and Water Ombudsman; and
- (d) acting independently, impartially and in the public interest in performing its functions.

4.2 The Ombudsman's complaint jurisdiction

- 4.2.1 The Ombudsman may investigate the administrative action of agencies (including state government departments, local governments and public authorities). A water/wastewater entity is a public authority for the purposes of section 9 of the Ombudsman Act.

¹ See clause 10.1.

² See clause 7.

4.2.2 The Ombudsman may investigate the administrative action of an agency or public authority if:

- (a) a complaint is made about the administrative action; or
- (b) a reference is given by the Parliament or Parliamentary Committee; or
- (c) the Ombudsman otherwise considers the administrative action should be investigated.

4.3 The Ombudsman's basis for referring complaints to another complaints entity

4.3.1 The Ombudsman may liaise with a complaints entity about the exercise by the Ombudsman and the complaints entity of their respective functions for investigating administrative actions and enter into an arrangement with the complaints entity aimed at avoiding inappropriate duplication of investigative activity.³

4.3.2 Amongst other considerations, the Ombudsman may refuse to investigate a complaint or, having started to investigate a complaint, may refuse to continue the investigation if the Ombudsman considers that both of the following apply:⁴

- the complainant has a right of appeal, reference or review, or another remedy, that the person has not exhausted; and
- it would be reasonable in the circumstances to require the person to exhaust the right or remedy before the Ombudsman investigates, or continues to investigate, the complaint.

4.3.3 Amongst other considerations, the Ombudsman may refuse to investigate a complaint or, having started to investigate a complaint, may refuse to continue the investigation if the Ombudsman considers that both of the following apply:⁵

- the complainant had a right of appeal, reference or review, or another remedy, that is exhausted; and
- in the circumstances, the investigation, or the continuance of the investigation, of the action complained of is unnecessary or unjustifiable.

4.3.4 The Ombudsman need not investigate a complaint to the extent that the Ombudsman is satisfied a complaints entity has investigated, or will investigate, the action complained of at a level at least substantially equivalent to the level at which the Ombudsman would otherwise investigate the complaint.⁶

³ Section 15 of the Ombudsman Act.

⁴ Section 23(1)(d) of the Ombudsman Act.

⁵ Section 23(1)(e) of the Ombudsman Act.

⁶ Section 23(2) of the Ombudsman Act.

5. Procedure for dealing with complaints and systemic issues

5.1 General approach

- 5.1.1 The parties are committed to avoiding the inappropriate duplication of investigative activity and to ensuring that resources are used effectively.
- 5.1.2 The parties agree that the Energy and Water Ombudsman generally will deal with all complaints that fall within its jurisdiction specified in clause 4.1.
- 5.1.3 The parties agree that the Ombudsman generally will deal with those complaints that are not within the Energy and Water Ombudsman's jurisdiction and that are within the Ombudsman's jurisdiction as specified in clause 4.2.
- 5.1.4 A contact officer or delegate from either party may contact a contact officer or delegate from the other party to discuss which party should deal with a particular complaint.
- 5.1.5 The parties agree that information may be exchanged between the parties verbally or in writing as appropriate in the circumstances, having regard to the legislative requirements governing the disclosure of information.
- 5.1.6 The parties agree to discuss systemic issues identified by either party that fall within both parties' jurisdiction in order to ensure there is no inappropriate duplication of investigative activity.

5.2 Complaints received by the Energy and Water Ombudsman

- 5.2.1 The Energy and Water Ombudsman will assess each complaint it receives and determine whether the complaint falls within its jurisdiction.
- 5.2.2 If the Energy and Water Ombudsman considers the complaint is not within its jurisdiction, but may be within the Ombudsman's jurisdiction, the Energy and Water Ombudsman will refer the matter to the Ombudsman and advise the complainant that their complaint has been referred to the Ombudsman.
- 5.2.3 If the complaint was made orally to the Energy and Water Ombudsman, the Energy and Water Ombudsman will forward to the Ombudsman a copy of the Energy and Water Ombudsman's record of the oral complaint. If the complaint was made in writing to the Energy and Water Ombudsman, it will forward a complete copy of the complaint, including any supporting documents, to the Ombudsman.

5.3 Complaints received by the Ombudsman

- 5.3.1 The Ombudsman will assess all complaints received by the Ombudsman and determine whether each complaint is within jurisdiction.

5.3.2 If the Ombudsman considers a complaint is within the Energy and Water Ombudsman's jurisdiction as specified in clause 4.1, the Ombudsman will refer that complaint to the Energy and Water Ombudsman and advise the complainant that their complaint has been referred to the Energy and Water Ombudsman.

5.3.3 If the complaint was made orally to the Ombudsman, the Ombudsman will forward to the Energy and Water Ombudsman a copy of the Ombudsman's record of the oral complaint. If the complaint was made in writing to the Ombudsman, the Ombudsman will forward a complete copy of the complaint, including any supporting documents, to the Energy and Water Ombudsman.

5.4 Systemic investigations

5.4.1 The Energy and Water Ombudsman's legislation allows the Energy and Water Ombudsman to identify systemic issues arising from complaints it receives.

5.4.2 Section 18(1)(b) of the Ombudsman Act allows the Ombudsman to investigate administrative action of an agency if the Ombudsman considers the administrative action should be investigated.

5.4.3 At liaison meetings⁷, the Energy and Water Ombudsman's contact officer will advise the Ombudsman's contact officer of any systemic issues identified in relation to the water/wastewater entities.

5.4.4 At liaison meetings, the Ombudsman's contact officer will advise the Energy and Water Ombudsman's contact officer of any systemic or "major project" investigations being undertaken, or proposed to be undertaken, in relation to the water/wastewater entities.

6. Alternative approach by agreement

6.1 Nothing contained in clause 5 restricts the parties from negotiating and consulting about a particular complaint or systemic issue to investigate and/or resolve it in another way that the parties agree is appropriate.

7. Liaison meetings

7.1 The contact officers of both parties will meet six monthly to discuss issues arising under this Liaison Agreement.

7.2 The liaison meetings will be chaired by a contact officer from either party on a rotational basis. The Chair for each meeting will distribute an agenda at least 48 hours prior to each meeting. The other contact officers may advise the Chair of any items to be included on the agenda.

⁷ See clause 7.

- 7.3 Other relevant officers from either party may be invited to attend liaison meetings, as and when required.
- 7.4 The contact officers may also discuss the types and quantity of complaints being received by each party and/or being referred between the parties, as well as particular complaints and issues.
- 7.5 The contact officers may also discuss systemic monitoring and review activities being conducted or considered by the parties from time to time.

8. Recordkeeping

- 8.1 The Chair will maintain a record of the minutes of each liaison meeting. The minutes will be distributed to all contact officers within 10 business days of each meeting.
- 8.2 The Energy and Water Ombudsman's contact officer and the Ombudsman's contact officer will each maintain a record of all complaints and other matters referred between or discussed by the parties.

9. Exchange of complaints data

- 9.1 The parties agree to exchange, at liaison meetings, relevant complaints data about complaints within the scope of this Liaison Agreement, including the number of complaints received, the number of complaints finalised, and trends in complaint issues.

10. Review of this Liaison Agreement

- 10.1 The parties agree to review the operation of this Liaison Agreement every 3 years, or otherwise as required. Either party may request that the Liaison Agreement be reviewed.

11. Termination

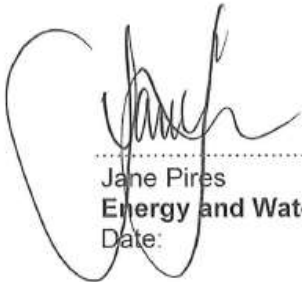
- 11.1 This Liaison Agreement may be terminated by either party by giving 30 days written notice to the other party.

12. Amendment

- 12.1 This Liaison Agreement may only be amended, supplemented or replaced by further written agreement signed by both parties.

13. Operation of this Liaison Agreement

- 13.1 This Liaison Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding or agreement relating to that subject matter is replaced by this Liaison Agreement and has no further effect from the Commencement Date.


..... 29.6.18.
Jane Pires
Energy and Water Ombudsman
Date:


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Phil Clarke
Queensland Ombudsman
Date: 29 June 2018