



## **MEMORANDUM OF UNDERSTANDING**

**AUSTRALIAN ENERGY MARKET COMMISSION**

**and**

**ENERGY AND WATER OMBUDSMAN (SA) LIMITED**

**August 2017**



## **1. Objectives**

- 1.1. This memorandum of understanding ("MoU") sets out arrangements to promote effective communication, cooperation and coordination between the Energy and Water Ombudsman (SA) Limited ("Energy & Water Ombudsman SA" or "the Company") and the Australian Energy Market Commission ("AEMC") (together referred to as "the Parties") in performing their roles and functions in Australia's energy industry. These arrangements aim to enhance the understanding of industry and consumer issues in relation to the national energy market, and the performance by the Parties of their respective roles.
- 1.2. This MoU is a public document and communicates, in a transparent way to all stakeholders, the administrative arrangements that operate between the Parties.

## **2. Parties to the Understanding**

### ***Australian Energy Market Commission***

- 2.1. The AEMC is responsible, under the national energy laws<sup>1</sup>, for making rules relating to the National Electricity Market (NEM), access to natural gas pipeline services and broad elements of the natural gas markets and the sale and supply of energy to customers.

In addition to its rule making role, the AEMC conducts reviews and provides advice on energy market related matters for the Ministerial Council of Energy (through the Standing Council on Energy and Resources). The AEMC also reviews the effectiveness of competition in retail electricity and gas markets in NEM jurisdictions.

### ***Energy & Water Ombudsman SA***

- 2.2. The Energy & Water Ombudsman SA is an independent body established to investigate and resolve disputes between customers and their electricity, gas, water and sewerage providers in South Australia.

In summary the jurisdiction of the Energy and Water Ombudsman SA, as set out in the Constitution of the Company, extends to:

- the supply, or failure to supply electricity, gas or water and sewerage services;
- billing disputes;
- the administration of credit and payment services;
- disconnection and security deposits;
- land or property access;
- referrals from the Essential Services Commission of South Australia or the Australian Energy Regulator;
- behaviour of electricity, gas and water entity staff, contractors and agents including sales and marketing; and
- other areas by agreement.

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<sup>1</sup> National Electricity Law, National Gas Law and National Energy Retail Law



The functions of the Energy & Water Ombudsman SA do not extend to complaints relating to:

- electricity, gas, water or sewerage pricing policies and tariff structures;
- Government policies, legislation, authorisations and codes;
- commercial activities of members that are outside the scope of their authorisation;
- complaints that have already been considered by a Court, tribunal or arbitrator;
- customer contributions to the cost of capital works; or
- disputes between Members.

### **3. Notification and Consultation**

3.1. Where appropriate, the AEMC and Energy & Water Ombudsman SA will endeavour to:

(a) notify each other of any activities that may be relevant to the other party, and keep each other informed of the progress of those matters. This could include:

- (i) matters relating to the application and development of consumer protections, including in relation to hardship customers;
- (ii) reports on the energy industry; or
- (iii) rule changes and reviews being conducted by the AEMC under the National Energy Retail Law; and

(b) provide each other with copies of publications that may be relevant to the other agency.

3.2. Where appropriate, the Parties will consider inviting staff from the other agency to participate in consumer and industry consultation and outreach activities.

3.3. Where appropriate, the Parties will provide information forums for staff of the other agency covering topics such as roles and responsibilities, to support the operation of this MoU.

### **4. Activities reports**

4.1. The liaison officers nominated under clause 7.1 of this MoU will meet quarterly or as otherwise agreed to discuss matters of common interest, including to:

- (a) provide each other with updates and reports on consumer enquiries or complaints that may demonstrate systemic issues or emerging trends;
- (b) discuss rule changes and reviews being undertaken by the AEMC under the National Energy Retail Law and related consumer protection issues;
- (c) inform each other about any existing or proposed activities that may



be of interest to the other party;

(d) identify opportunities for joint activities or the sharing of information; and

(e) report on any other developments that may impact on the other party.

4.2. Reports may be provided in writing or at the scheduled regular meetings, as agreed between the parties.

## **5. Special requests**

5.1. The liaison officers may contact each other outside the scheduled regular meetings to:

(a) request advice on issues that are within the responsibility of their agency - for example, the AEMC may seek information on consumer protection issues associated with a rule change under the National Energy Retail Law; or

(b) request additional information outside of the scheduled reporting times.

When such a request is made, the party that receives the request will respond as soon as possible.

## **6. Information management**

6.1. The parties recognise the value of sharing information. The parties also recognise that they each have obligations in relation to the protection of information and will take reasonable steps to protect any confidential information from any unauthorised use or disclosure.

6.2. Where appropriate and permitted under relevant laws, the Parties will facilitate the exchange of information.

6.3. With respect to all information concerning or relating to a complaint, the Energy & Water Ombudsman SA and the AEMC will act in accordance with applicable privacy laws and the Parties' own privacy policies.

## **7. Management of the MoU**

7.1. The Parties will each nominate a liaison officer to serve as a point of contact in relation to matters arising under this MoU and to be responsible for general liaison under this MoU and subsequent co-operation arrangements between the parties.

7.2. The Ombudsman and the Chief Executive of the AEMC will meet as necessary to assess the operation of this MoU and to discuss the ongoing relationship between the Parties.

7.3. In the event of any disagreement between the parties as to the



implementation of this MoU, the Chief Executive of the parties (or their delegates) will seek to resolve the matter in accordance with the objectives of this MoU.

7.4 This MoU is not intended to be legally binding on the Parties.

## 8. Review

8.1 This MoU will continue in force until such time as another MoU is agreed and signed between the parties. The AER and the Energy & Water Ombudsman SA can initiate a review of this MoU where necessary.

## 9. Publication

9.1 This MoU may be published by the Parties on their respective web sites.

Dated this 15 day of August 2017



The common seal of the **Australian Energy Market Commission** was fixed to this document on the ...21.....day of

November 2017.

by the authority of the Australian Energy Market Commission pursuant to section 23 of the *Australian Energy Market Commission Establishment Act 2004 (SA)*

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**Sandy Canale**

Energy & Water Ombudsman SA  
Energy and Water Ombudsman (SA)  
Limited

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John Pierce  
Chairman



