

EXECUTION VERSION

## Customer Services and Community Support Agreement

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ACTEW Corporation Limited (**ACTEW**)

ActewAGL Retail, a partnership of ACTEW Retail Limited (ACN 074 371 207) and AGL ACT Retail Investments Pty Limited (ACN 093 631 586)  
(**ActewAGL**)

## Details

Date 27 / 06 / 2012  
day month year

## Parties

Name ACTEW Corporation Limited, ActewAGL House, Level 5, Canberra, ACT2600  
 ABN 86 069 381 960  
 Short form name **ACTEW**

Name ActewAGL Retail, a partnership of ACTEW Retail Limited (ACN 074 371 207) and AGL ACT Retail Investments Pty Limited (ACN 093 631 586), ActewAGL House, Level 4, Canberra, ACT 2600  
 ABN 46 221 314 841  
 Short form name **ActewAGL**

## Background

- A ACTEW engaged ActewAGL Distribution to manage and operate the ACTEW water and sewerage networks under the UMA, with retail services provided by ActewAGL to ActewAGL Distribution for the purposes of the UMA.
- B Subject to completion of the internalisation of the Water Division of ActewAGL Distribution operations back into ACTEW by ActewAGL Distribution under the Transfer Deed, the UMA will be terminated but ACTEW wishes to continue to obtain retail services in connection with the ACTEW Business.
- C ActewAGL has agreed to provide the retail services directly to ACTEW on and from the Completion Date on the terms and conditions of this Contract.

## Contract for the Provision of Services

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# Agreed Terms

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## Part A – Contract

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

<b>ACT Civil and Administrative Tribunal (ACAT)</b>	is the tribunal established under the <i>ACT Civil and Administrative Tribunal Act 2008 (ACT)</i> .
<b>ACTEW Business</b>	the water, wastewater and recycled water business and any other water or wastewater-related business conducted by ACTEW after the <b>Completion Date</b> .
<b>ACTEW Claims</b>	has the meaning given in clause 19.3(a).
<b>ACTEW Contract Material</b>	has the meaning given in clause 16.3.
<b>ACTEW Material</b>	any Material provided to ActewAGL by ACTEW for the purposes of this Contract.
<b>ACTEW Material Breach</b>	has the meaning given in clause 30.3.
<b>ACTEW Representative</b>	the person identified in item 1 of Schedule 1 or their authorised delegate.
<b>ACTEW Water Trademark</b>	the trademark(s), used by ACTEW in relation to the ACTEW Business, including any registered or unregistered trademark, or any replacement trademark nominated by ACTEW from time to time.
<b>ACTEW Water Trademark Licence Agreement</b>	the trademark licence agreement between ACTEW and ActewAGL in the form attached to this Contract at Annexure A in relation to ActewAGL's use of the ACTEW Water Trademark.
<b>ActewAGL Distribution</b>	the partnership of Jemena Networks (ACT) Pty Limited (ABN 24 008 552 663) and ACTEW Distribution Limited (ABN 83 073 025 224) established by the partnership agreement dated 3 October 2000.
<b>ActewAGL Representative</b>	the person identified in item 2 of Schedule 1 or their authorised delegate.

<b>ActewAGL Software</b>	Software (including source or object code) which ActewAGL owns and which ActewAGL uses in the performance of the Services.
<b>Additional Services</b>	any additional services to be provided by ActewAGL set out in a proposal signed by both parties pursuant to clause 5.
<b>Additional Services Fee</b>	the amount referred to at item 1.2 of Schedule 3 (as escalated each year in accordance with item 1.6 of Schedule 3) that is payable by ACTEW to ActewAGL under this Contract for the provision of the Additional Services, as amended from time to time.
<b>Advisers</b>	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
<b>Agency Proceedings</b>	has the meaning given in clause 11.6.
<b>Agreed Terms</b>	clauses 1 to 36 of this Contract which set out terms and conditions agreed by the parties.
<b>Authorisation</b>	includes any authorisation, approval, consent, licence, permit, franchise, permission, notification, application, filing, registration, lodgement, agreement, notarisation, certificate, authority, resolution, direction, declaration or exemption from, by or with a Government or Authority.
<b>Business as Usual (BAU) Services</b>	(a) the Community Support Services; (b) the Customer Services; and (c) any services incorporated as BAU Services in accordance with clause 5.4 from the date specified in a proposal signed by both parties.
<b>BAU Services Fee</b>	the aggregate of the BAU Services Fee – Customer Services, the BAU Services Fee – Community Support and any amounts incorporated to the BAU Services Fee in accordance with clause 5.4 from the date specified in a proposal signed by both parties.
<b>BAU Services Fee – Community Support</b>	the amount set out in item 1.1(a)(ii) of Schedule 3 to be paid by ACTEW to ActewAGL under this Contract in respect of the Community Support Services.
<b>BAU Services Fee– Customer Services</b>	the amount set out in item 1.1(a)(i) of Schedule 3 to be paid by ACTEW to ActewAGL under this Contract in respect of the Customer Services.
<b>Business Day</b>	a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory under the <i>Holidays Act 1958 (ACT)</i> .

<b>Business Hours</b>	from 8.30am to 5.00pm on a <b>Business Day</b> unless otherwise agreed in writing by the parties.
<b>Change of Control</b>	in respect of a person ( <b>First Person</b> ), that a person (whether alone or in conjunction with others) becomes in a position to Control the First Person where they did not <b>Control</b> the First Person at the Commencement Date.
<b>Claim</b>	any claim, notice, demand, invoice, action, proceeding, litigation, investigation or judgment, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise.
<b>Claim Notice</b>	the written notice of a Claim setting out reasonable details of the Claim (to be extent known) including: <ul style="list-style-type: none"> <li>(a) the nature of the Claim;</li> <li>(b) the facts, matters, events or circumstances resulting in the Claim; and</li> <li>(c) a bona fide estimate of the likely amount of the Claim and the basis for that estimate.</li> </ul>
<b>Commencement Date</b>	the date on which this Contract commences, as specified in item 3 of Schedule 1.
<b>Community Support Budget</b>	the budget prepared by ActewAGL for external payments to be made for the purpose of community support activities undertaken by ActewAGL on behalf of the Community Support Participants. To avoid doubt, the Community Support Budget does not include the BAU Services Fee - Community Support.
<b>Community Support Participants</b>	each of ACTEW, ActewAGL and ActewAGL Distribution.
<b>Community Support Services</b>	the community support services set out in 1.1 of Schedule 2 (being BAU Services #1 to #11).
<b>Completion Date</b>	has the meaning given in the Transfer Deed.
<b>Confidential Information</b>	information that: <ul style="list-style-type: none"> <li>(a) is by its nature confidential;</li> <li>(b) is designated by a party as confidential; or</li> <li>(c) a party knows or ought to know is confidential,</li> <li>(d) but does not include:</li> <li>(e) information that is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation of the parties.</li> </ul>

<b>Consequential Loss</b>	<p>includes:</p> <ul style="list-style-type: none"> <li>(a) any special, indirect or consequential loss or damage;</li> <li>(b) punitive, aggravated or exemplary damages;</li> <li>(c) loss of anticipated revenue or profit;</li> <li>(d) loss of data (other than Customer Data);</li> <li>(e) inability to use equipment;</li> <li>(f) loss of business;</li> <li>(g) economic loss;</li> <li>(h) loss of opportunity;</li> <li>(i) downtime costs;</li> <li>(j) loss of goodwill; and</li> <li>(k) wasted overheads,</li> <li>(l) but does not include the loss of actual revenue or Customer Data.</li> </ul>
<b>Contract</b>	<p>this Contract between ACTEW and ActewAGL, as varied from time to time in accordance with clause 35.2, and includes its schedules and any attachments.</p>
<b>Contract Material</b>	<p>any Material created by ActewAGL on or following the Commencement Date for the purpose of performing its obligations under this Contract.</p>
<b>Contract Year</b>	<p>each period of 12 months within the Term starting on 1 July and ending on 30 June in the following year (provided that the first Contract Year will commence on the Commencement Date and end on the 30 June in the following year).</p>
<b>Control</b>	<p>in respect of a corporation includes the possession directly or indirectly of the power, whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights, directly or indirectly to:</p> <ul style="list-style-type: none"> <li>(a) control more than 50% of the membership of the board of directors or other governing body of the corporation;</li> <li>(b) control more than 50% of its voting shares; or</li> <li>(c) otherwise direct or cause the direction of the management and policies of the corporation,</li> </ul> <p>whether by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or rights over or in respect of shares.</p>
<b>Corporate Services Agreement</b>	<p>the agreement of that name between ACTEW and ActewAGL Distribution dated on or about the date of this Contract under which ActewAGL Distribution provides corporate services to ACTEW.</p>

<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth) as amended or modified from time to time.
<b>Costs</b>	includes costs and expenses, unrecovered capital expenditure and the internal costs of ActewAGL or ACTEW, as the case may be (including overheads and administration).
<b>Customer</b>	any person who receives water, wastewater or recycled water services under a contract with ACTEW.
<b>Customer Data</b>	any data directly related or connected to Customers which is collected, managed, maintained and used by ActewAGL during and for the provision of Customer Services, including meter readings, contact details, payment details and payment histories.
<b>Customer Services</b>	the customer services set out in 2.1 of Schedule 2 (being BAU Services #12 to #65).
<b>Emergency</b>	<p>an event:</p> <ul style="list-style-type: none"> <li>(a) that causes, or is likely to cause: <ul style="list-style-type: none"> <li>(i) a Health Alert Condition; or</li> <li>(ii) any material damage or want of repair; or</li> </ul> </li> <li>(b) adversely affecting in a material respect, or endangering, any one or more of: <ul style="list-style-type: none"> <li>(i) the health or safety of persons;</li> <li>(ii) customer services;</li> <li>(iii) any part of the Network;</li> <li>(iv) private or public property; or</li> <li>(v) the environment,</li> </ul> </li> </ul> <p>including an emergency under the <i>Emergencies Act 2004</i> (ACT).</p>
<b>Employees</b>	the employees of ActewAGL that are wholly or partly engaged in the provision of the relevant Services to ACTEW under this Contract.
<b>End Date</b>	the date on which this Contract ends, as specified in item 4 of Schedule 1.
<b>Final Decision</b>	a final report and price direction given by the ICRC in respect of pricing for the regulated aspects of the ACTEW Business, under section 20(1) of the <i>Independent Competition and Regulatory Commission Act 1997</i> (ACT).
<b>General Liability Cap</b>	has the meaning given in clause 19.2(a).

<b>Government or Authority</b>	the Commonwealth of Australia, any Australian State or Territory, any local government, any minister, department, statutory authority, corporation or agency and any other governmental corporation, agency or body with authority over the relevant party, including the ICRC.
<b>Health Alert Condition</b>	an event that triggers a water incident response protocol under Part III of the Drinking Water Quality Code of Practice made under the Public Health Act.
<b>ICRC</b>	the Independent Competition and Regulatory Commission established under the <i>Independent Competition and Regulatory Commission Act 1997 (ACT)</i> .
<b>Incoming Service Provider</b>	ACTEW or a third party nominated by ACTEW for the purposes of clause 33.1.
<b>Insolvent</b>	<p>ACTEW is Insolvent if:</p> <ul style="list-style-type: none"> <li>(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);</li> <li>(b) it has had a <b>Controller</b> (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver or manager appointed to any part of its property, and such appointment has not been revoked, discharged, stayed, enjoined or withdrawn within 20 Business Days;</li> <li>(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to this Contract);</li> <li>(d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with ACTEW, which is preparatory to or could result in any of paragraphs (a), (b) or (c) above;</li> <li>(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;</li> <li>(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Contract reasonably deduces it is so subject); or</li> <li>(g) something having a substantially similar effect to any of paragraphs (a) to (f) happens in connection with ACTEW under the law of any jurisdiction.</li> </ul>

	<p><b>ActewAGL</b> is Insolvent if:</p> <p>(h) any of paragraphs (a) to (g) in the above definition of 'Insolvent' for ACTEW occurs in connection with AGL ACT Retail Investments Pty Limited; or</p> <p>(i) ActewAGL were a body corporate it would be regarded as 'Insolvent'.</p>
<b>Interest Rate</b>	the 90 day Bank Bill Swap Reference Rate displayed on Bloomberg screen page BBSW (or its replacement page) at around 10.15am (Sydney time) on the date that the amount first becomes due and payable plus 3%.
<b>Intellectual Property Rights</b>	<p>all intellectual property rights, including:</p> <p>(a) copyright, rights in relation to inventions, patents, trademarks (including goodwill in those marks), designs, domain names, any right to have confidential information kept confidential, trade secrets, know how, rights in relation to circuit layouts;</p> <p>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
<b>Key Performance Indicators or KPIs</b>	the key performance indicators for a particular BAU Service, set out in Schedule 2 and any key performance indicators agreed for an Additional Service.
<b>Law</b>	includes any binding industry or other code, operating licence, statute, regulation, ordinance, other applicable law, whether local, territory, state or federal, including any lawfully binding determination, decision, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any government, court or authority.
<b>Liabilities</b>	liabilities, losses, damages, outgoings, costs and expenses of whatever description and whether past, historic, present, immediate or future.
<b>Margin</b>	The amount calculated in accordance with item 1.3 of Schedule 3.

<b>Material</b>	includes property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
<b>Material Adverse Effect</b>	any event, condition or change which significantly adversely affects or is reasonably likely to significantly adversely affect the assets, liabilities, financial results, operations, customer base or business of a party.
<b>New Material</b>	Material created by a party independently of the provision of Services under this Contract after the date of this Contract.
<b>Other Liability Cap</b>	has the meaning given in clause 19.2(b).
<b>Partnership</b>	the partnership between AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and ACTEW Retail Limited (ABN 23 074 371 207) established under the Partnership Agreement.
<b>Partnership Agreement</b>	the partnership agreement dated 3 October 2000 between AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and ACTEW Retail Limited (ABN 23 074 371 207) (formerly ACTEW Energy Limited).
<b>Pre-existing Material</b>	Material owned by a party before the Commencement Date.
<b>Privacy Act</b>	the <i>Privacy Act 1988</i> (Cth), as amended or modified from time to time.
<b>Public Health Act</b>	the <i>Public Health Act 1997</i> (ACT), as amended or modified from time to time.
<b>Publicity Policy</b>	the policy agreed by the parties from time to time relating to publicity of the ACTEW Business, including media and other announcements.
<b>Regulatory Period</b>	for each Final Decision made after the Regulatory Period ending on 30 June 2013, the period for which that Final Decision is stated to apply, provided that: <ul style="list-style-type: none"> <li>(a) if the period for which a Final Decision is stated to apply is varied by the ICRC, the regulatory period is that period as varied; and</li> <li>(b) if no Final Decision is made by the end of a regulatory period (as varied under paragraph (a) above), the next regulatory period is the period of 5 years from the end of that regulatory period, or the period until a Final Decision is made, whichever is the shorter period.</li> </ul>
<b>Reimbursable Fees</b>	has the meaning given in clause 12.3.
<b>Relevant Provisions</b>	clauses 9.1(b), 9.1(f), 9.1(i), 9.1(j), 11.2(a), and 11.4.
<b>Retail Contract Governance Group</b>	has the meaning given in clause 14.

<b>Schedule of Authority</b>	the scope of authority granted by ACTEW to ActewAGL as its agent from time to time under clause 11 of this Contract, including any limits on ActewAGL's authority as set out in Schedule 6 or as otherwise agreed by the parties in writing from time to time.
<b>Schedules</b>	the schedules to this Contract.
<b>Services</b>	the services provided, or to be provided, under this Contract, being: <ul style="list-style-type: none"> <li>(a) the BAU Services; and</li> <li>(b) any Additional Services set out in a proposal signed by both parties pursuant to clause 5.</li> </ul>
<b>Severance and Redundancy Costs</b>	any payment made or to be made by ActewAGL to Employees of ActewAGL as a result of the termination of their employment and any related Costs in connection with that termination (such as legal and placement service Costs incurred in connection with that termination). Such payment does not include any payment for accrued and untaken or pro rata entitlements for annual leave, sick leave or long service leave.
<b>Software</b>	a computer program, whether in source code, object code or executable form, including any information describing its design, operation or interface with the operating environment.
<b>Staff Services Agreement</b>	the agreement for secondment of ACTEW employees dated 3 October 2000 between ACTEW, ACTEW Distribution Limited (formerly ECOWISE Services Limited), AGL Gas Company (ACT) Pty Limited (formerly AGL Gas Company (ACT) Limited) and ACTEW Retail Limited (ACN 074 371 207).
<b>Sunset Date</b>	has the meaning given in the Transfer Deed.
<b>Term</b>	the period from the Commencement Date to the End Date.
<b>Third Party Claims</b>	has the meaning given in clause 19.3(b).
<b>Third Party Contract</b>	any contract (or type of contract) agreed by the parties in writing to be a 'Third Party Contract' for the purposes of this Contract.
<b>Transfer Deed</b>	the deed dated 3 May 2012 between ActewAGL Distribution and ACTEW.
<b>Transition out plan</b>	the transition out plan developed by ActewAGL and approved by ACTEW in accordance with clause 33.2.
<b>UMA</b>	the Utilities Management Agreement between ACTEW and ActewAGL Distribution dated 25 July 2005 (as amended by the Deed of Amendment dated 24 August 2010), and includes all Side Agreements (as defined in clause 59.1 of the UMA) and all other agreements, arrangements and understandings (whether formal or informal, written or verbal) between ACTEW and ActewAGL Distribution in respect of its subject matter.

<b>Utilities Act</b>	the <i>Utilities Act 2000</i> (ACT), as amended or modified from time to time.
<b>Umbrella Agreement</b>	the document entitled 'Actew/AGL Umbrella Agreement' dated 3 October 2000 between ACTEW, Jemena Limited ((ABN 95 052 167 405) formerly known as The Australian Gas Light Company), AGL Energy Limited (ABN 74 115 061 375), ACTEW Distribution Limited ((ABN 83 073 025 224) formerly known as Ecowise Services Limited), ACTEW Retail Limited ((ABN 23 074 371 207) formerly known as ACTEW Energy Limited), Jemena Networks (ACT) Pty Limited ((ABN 24 008 552 663) formerly known as AGL Gas Company (ACT) Pty Limited), AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and SPI (Australia) Assets Pty Ltd ((ABN 60 126 327 624) which acceded by Deed of Accession and Release dated 6 September 2007 in place of Alinta Limited (ACN 119 985 590) formerly known as Alinta Mergerco Limited) as amended, varied, supplemented, replaced, altered, novated, assigned, acceded or consented, whether expressly or impliedly, from time to time (including as amended with effect from the Completion Date).



<b>Wilful Misconduct</b>	an act or omission of ActewAGL in breach of this Contract or a Third Party Contract that is known by ActewAGL (including an employee of ActewAGL who participated in the act or omission) to be a breach, and knowing that the breach will cause harm or injury, yet intentionally and wilfully persisted in with disregard to its likely consequences.
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<b>WM&amp;FClaims</b>	a Claim by ACTEW or a counter party to a Third Party Contract against ActewAGL relating to any Wilful Misconduct of, or fraud by, ActewAGL under this Contract or a Third Party Contract (as applicable).
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## 1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Contract;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to **time** is to **Canberra, Australia time**;
- (g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it; and
- (n) headings are for ease of reference only and do not affect interpretation.

## 2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;

- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Contract.

### 3. Condition Precedent

#### 3.1 Condition

This Contract (other than this clause 3 and clauses 1, 20, 27, 28 and 35) has no effect unless the following condition precedent is satisfied on or before the Sunset Date or another date agreed by the parties in writing:

<b>Condition</b>	<b>Party entitled to benefit</b>
The Completion of the sale of the Assets (as defined in the Transfer Deed) under the Transfer Deed	ACTEW and ActewAGL

#### 3.2 Failure of Condition

A party may terminate this Contract by giving notice in writing to the other party if the condition precedent in clause 3.1 is not satisfied before 5.00pm on the Sunset Date or other date agreed by the parties in writing.

#### 3.3 Effect of termination

On termination of this Contract under clause 3.2:

- (a) clauses 28 and 35 continue to apply; and
- (b) subject to clause 3.3(a) the parties are released from further performing their obligations under this Contract.

### 4. Duration of Contract

This Contract begins on the Commencement Date and continues for the duration of the Term unless earlier terminated in accordance with clause 31.

### 5. Additional Services

#### 5.1 ActewAGL to initiate proposal

At any time during the Term, ActewAGL may provide a proposal for an Additional Service to ACTEW. Any proposal provided pursuant to this clause 5.1 must be in the form required by clause 5.3(b).

#### 5.2 ACTEW may request ActewAGL to provide a proposal

- (a) At any time during the Term, ACTEW may request ActewAGL to provide a proposal for an Additional Service.
- (b) A request by ACTEW under clause 5.2(a) must:
  - (i) be in writing;
  - (ii) be substantially in the form set out at Schedule 4;
  - (iii) contain the details of the scope and timing for delivery of the Additional Services requested to be provided (including whether the Additional Services are requested to be treated as BAU Services from a future date); and
  - (iv) be signed by the ACTEW Representative.

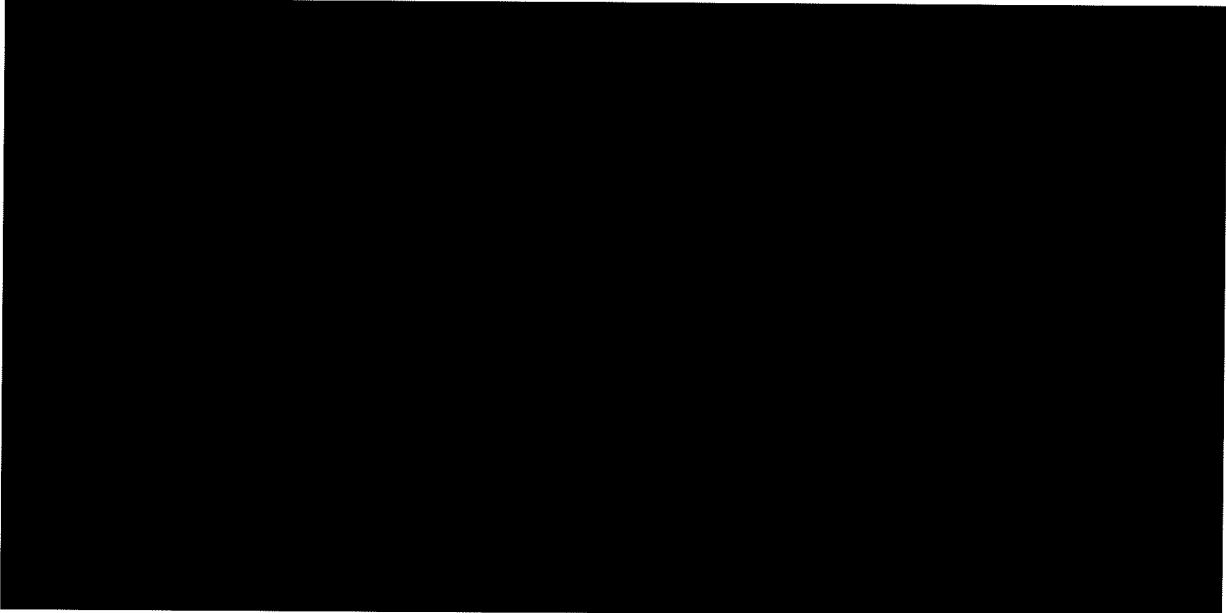
### 5.3 ActewAGL to respond to request

- (a) If ActewAGL receives a request for proposal for the provision of Additional Services from ACTEW in accordance with clause 5.2, ActewAGL must, subject to clause 5.3(c), provide ACTEW with a proposal as soon as practicable and in any event within 45 Business Days.
- (b) A proposal by ActewAGL under clause 5.3(a) must:
  - (i) be in writing;
  - (ii) be substantially in the form set out at Schedule 4;
  - (iii) contain ActewAGL's proposed approach to the provision of the requested Additional Services, including ActewAGL's Additional Services fee (and any adjustments to the relevant component of the BAU Service Fees where the Additional Services are to be treated as BAU Services from a future date);
  - (iv) the timeframe for the provisions of the requested Additional Services; and
  - (v) be signed by the ActewAGL Representative.
- (c) If ActewAGL will incur additional Costs in preparing a proposal in accordance with this clause 5.3, it will notify ACTEW and provide ACTEW with an estimate of such Costs (such Costs to be reasonable). If ACTEW accepts the estimate of the Costs, ActewAGL will prepare the proposal and ACTEW will pay the reasonable Costs of preparing that proposal up to the agreed estimate. If ACTEW does not agree to the estimate of Costs, ActewAGL is not required to provide a proposal in accordance with this clause 5.3.

### 5.4 ACTEW to consider proposal

- (a) ACTEW must within 30 Business Days (unless a longer period is allowed for in the proposal) of receiving a proposal under clause 5.1 or 5.3(a):
  - (i) accept the proposal by signing it and notify ActewAGL of the acceptance of the proposal; or
  - (ii) reject the proposal and notify ActewAGL of the reasons for rejection.
- (b) If ACTEW accepts the proposal (or any adjusted proposal agreed by the parties if ACTEW initially rejects a proposal and the parties are able to agree an alternative proposal):
  - (i) this Contract is taken to be amended from the date specified in the proposal as signed by both parties to include the Additional Services set out in the proposal as an Additional Service to be provided as part of the Services;
  - (ii) item 1.2 of Schedule 3 is taken to be amended from the date specified in the proposal as signed by both parties to include the Additional Services fees set out in the proposal as Additional Services Fee;
  - (iii) ActewAGL must commence providing the Additional Services from the day set out in the proposal as signed by both parties on the terms and conditions of this Contract and ACTEW must pay the Additional Services Fee in relation to that Additional Service; and

- (iv) if the proposal as signed by both parties specifies that particular Additional Services are to be treated as BAU Services from a future date, then this Contract is taken to be amended accordingly (including any specified adjustment to the relevant component of the BAU Services Fee) from the date specified in that proposal.



**5.6 Good faith**

The parties will exercise good faith in exercising their rights, and performing their obligations, pursuant to this clause 5.

**5.7 Umbrella Agreement**

The parties acknowledge that prior to execution of this Contract, the approval of the Retail Partnership Approving Party (as defined in the Umbrella Agreement) has been obtained under clause 12.4 of the Umbrella Agreement for the execution of this Contract by ACTEW.

**6. Reviews of scope of BAU Services**

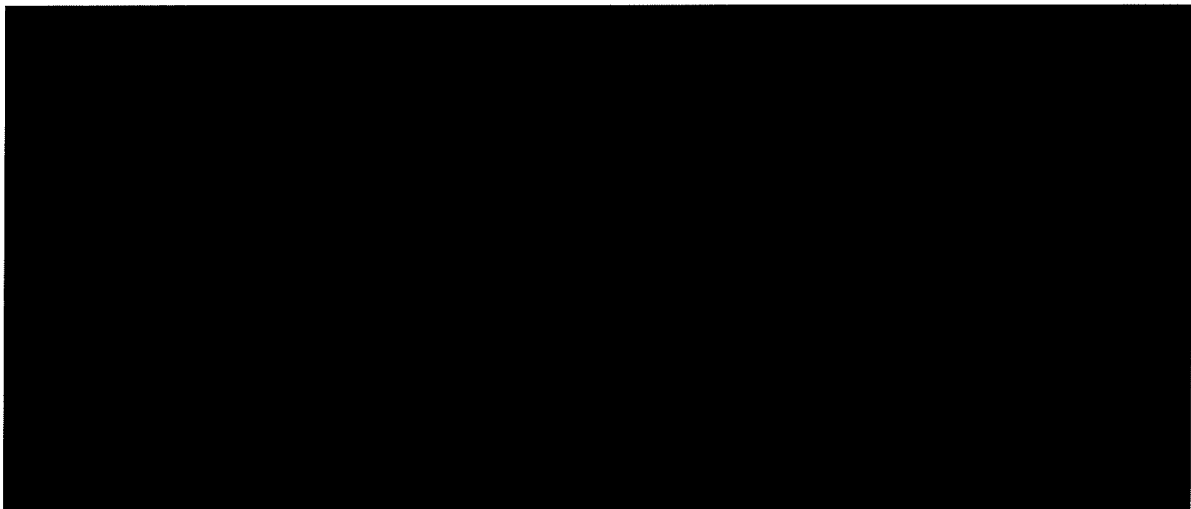


**6.2 Regulatory Periods**

- (a) Promptly after each Final Decision during the Term, the parties will review the scope of the BAU Services and, having regard to:



**7. Reduction in BAU Services**



## Part B – Services

### 8. Obligations of ACTEW

#### 8.1 General obligations

ACTEW must:

- (a) provide to ActewAGL all information reasonably required by ActewAGL to perform the Services, that comes into the possession, custody or control of ACTEW on terms which allow its disclosure to ActewAGL (which ACTEW will endeavour to secure);
- (b) keep ActewAGL informed about matters affecting the Services of which ACTEW becomes aware and invite ActewAGL to relevant meetings and briefings reasonably necessary to assist ActewAGL provide the Services in accordance with this Contract (where ACTEW is able to invite attendees);
- (c) provide reasonable assistance in relation to the compliance by ActewAGL with legal requirements affecting the operation of the delivery of the Services by ActewAGL;
- (d) respond to ActewAGL's requests for instructions or information in a timely and professional manner;
- (e) provide sub-licences or extend existing licences to ActewAGL at no Cost to ActewAGL, relevant to any Intellectual Property Rights held by ACTEW and which is required by ActewAGL to perform the Services in accordance with this Contract;
- (f) without limiting ActewAGL's obligations under this Contract to assist ACTEW to comply with regulatory requirements, comply with applicable law which relates to, or which may affect, the delivery of the Services by ActewAGL;
- (g) not do, or omit to do, anything that it knows or ought to know will put ActewAGL in breach of any agreement, arrangement or understanding with a third party or other legal obligation that relates to the Services;
- (h) ensure that the provision of any Material under this Contract by ACTEW does not infringe the Intellectual Property Rights of any third party;
- (i) not engage in any deceptive, misleading or illegal practices that are or might be detrimental to ActewAGL or the provision of the Services; and
- (j) ensure that

the actions required to be carried out by ACTEW and set out in Schedule 2 are performed in accordance with Schedule 2.

#### 8.2 Failure to provide assistance

ActewAGL is not required to provide Services (or meet the KPIs) to the extent that, to do so, ActewAGL requires information, Material, assistance, access to premises or any form of input from ACTEW (or ACTEW's contractors) and that is not provided by ACTEW (or the relevant ACTEW contractor). ActewAGL will only be entitled to relief under this clause 8.2 if it has notified ACTEW (or the relevant ACTEW contractor) of the relevant input and the timeframe within which the input is required (such timeframe to be reasonable).

### 8.3 ACTEW Trademark

- (a) As at the date of this Contract, ACTEW is developing a new brand and logo for the ACTEW Business and the parties acknowledge that ACTEW will require ActewAGL's assistance in implementing the new brand and logo for the ACTEW Business.
- (b) To the extent that such assistance does not already form part of the Services, any reasonable assistance that ACTEW requires ActewAGL to provide in relation to implementing the new brand and logo will be provided by ActewAGL at ACTEW's Cost (to the extent not already covered in the BAU Services Fee).

## 9. Provision of Services

### 9.1 Services obligations

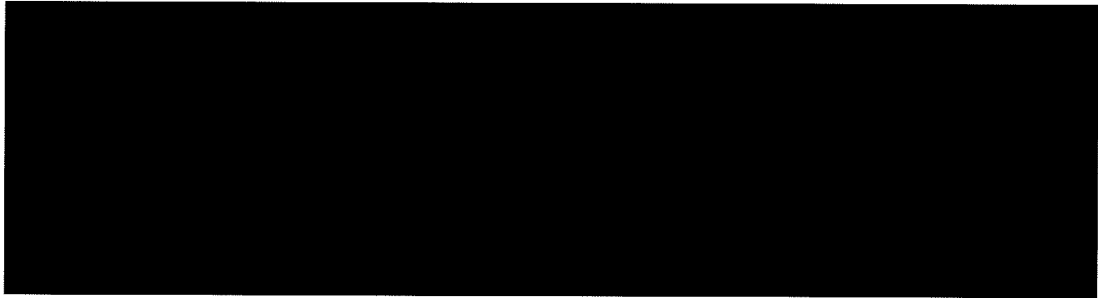
ActewAGL must provide the Services and, in providing the Services, ActewAGL must:

- (a) ensure that the Services are performed in accordance with good industry standards;
- (b) act in accordance with all applicable Laws;
- (c) act honestly in the performance of the Services and ActewAGL's other obligations under this Contract;
- (d) exercise reasonable care, diligence and skill in the undertaking of all of the Services;
- (e) perform all of the Services in a timely and professional manner;
- (f) act in the best interest of ACTEW with respect to Third Party Contracts, provided that this sub-paragraph (f) does not require ActewAGL to subordinate its own interests in dealing with the counter-parties to the Third Party Contracts to the interests of ACTEW;
- (g) to the extent practicable in the circumstances, provide sub-licences or extend existing licences to ACTEW (at ACTEW's cost), relevant to any Intellectual Property Rights of third parties held by ActewAGL and which are required by ACTEW to receive the benefit of the Services in accordance with this Contract;
- (h) ensure that the provision of any Contract Material under this Contract does not infringe the Intellectual Property Rights of any third party;
- (i) give no less priority to ACTEW in the provision of the Services than it gives itself and its other corporate customers; and
- (j) not engage in any deceptive, misleading or illegal practices that are or might be detrimental to ACTEW, or the provision of the Services.

### 9.2 Subcontracting

- (a) Subject to clause 9.2(e), ActewAGL must not enter into a new subcontract that relates to the performance of any of the Services after the Commencement Date without ACTEW's prior consent (which may not be unreasonably withheld or delayed).
- (b) ACTEW may require ActewAGL to provide ACTEW with a copy of any proposed contract to be entered into with a subcontractor.

- (c) ActewAGL entering into a subcontract (including under clause 9.2(a)) does not:
  - (i) create any contractual relationship between ACTEW and the subcontractor, except where ActewAGL enters into a subcontract as agent for ACTEW in accordance with this Contract; or
  - (ii) relieve ActewAGL from liability for the performance of any of its obligations under this Contract.
- (d) ActewAGL must provide ACTEW with a copy of an executed subcontract, promptly upon request by ACTEW.



- (f) Except for services obtained under Third Party Contracts, ActewAGL is fully responsible for the provision of the Services, even if ActewAGL subcontracts any aspect of the provision of the Services.
- (g) For the avoidance of doubt, Third Party Contracts are not subcontracts for the purposes of this Contract.

### 9.3 Advisory services only

ACTEW acknowledges and the parties agree that:

- (a) the Services to be provided by ActewAGL under this Contract are either only advisory in nature or involve the administrative or practical implementation by ActewAGL of decisions already made by ACTEW; and
- (b) nothing in this Contract or otherwise:
  - (i) requires or permits any ActewAGL employee or officer to make, or participate in making, decisions that affect the whole, or a substantial part, of the ACTEW Business; or
  - (ii) is to be interpreted in a way that requires or permits an ActewAGL employee or officer to:
    - (A) convey his or her instructions or wishes to the directors and management or employees of ACTEW or its related bodies corporate except as advice only; or
    - (B) take or omit to take any action that might affect significantly the financial standing of ACTEW or its related bodies corporate.

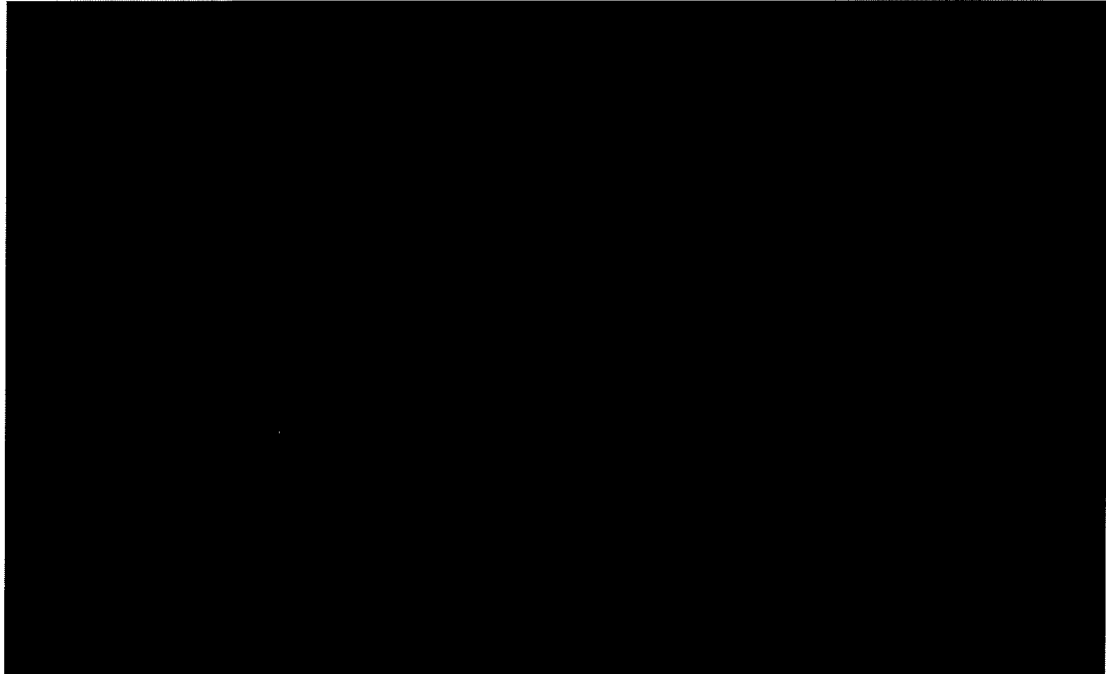
### 9.4 ACTEW's role

ActewAGL acknowledges that ACTEW remains the owner of the ACTEW Business and that, without limitation, the following key roles remain with ACTEW:

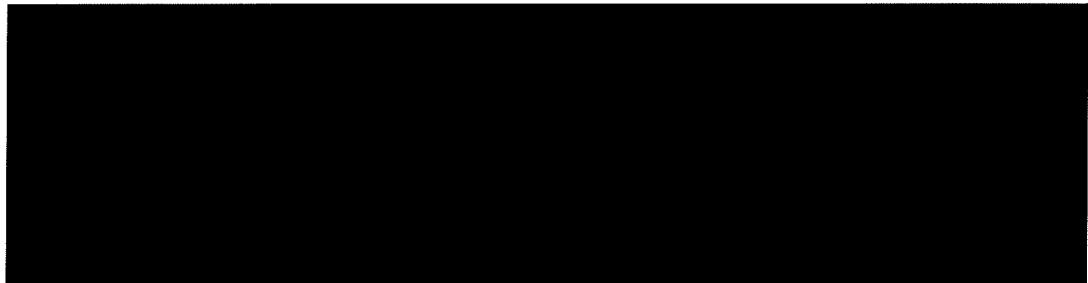
- (a) dealings with Government or Authorities, foreign governments and industry bodies;
- (b) being the principal for contracts with Customers and certain other contracts;

- (c) provision of staff in accordance with the Staff Services Agreement; and
- (d) ultimate responsibility for determining the economic regulation strategy for the ACTEW Business.

**9.5**

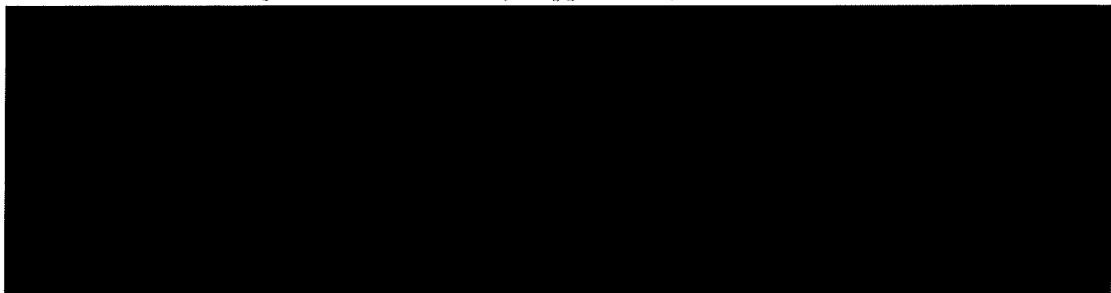


- (d) ACTEW will pay to ActewAGL the ACTEW Proportion of the Community Support Budget in accordance with clause 17 and item 1.4 of schedule 3.




**9.6 Community support expenditure**

- (a) Within 45 days of the end of each Contract Year during the Term, ActewAGL will provide ACTEW with a report detailing:
  - (i) the actual expenditure of the Community Support Budget in that Contract Year; and
  - (ii) the amounts paid or allocated by each of the Community Support Participants in respect of the Community Support Budget during that Contract Year.



## 10. Utilities Act and Authorisations

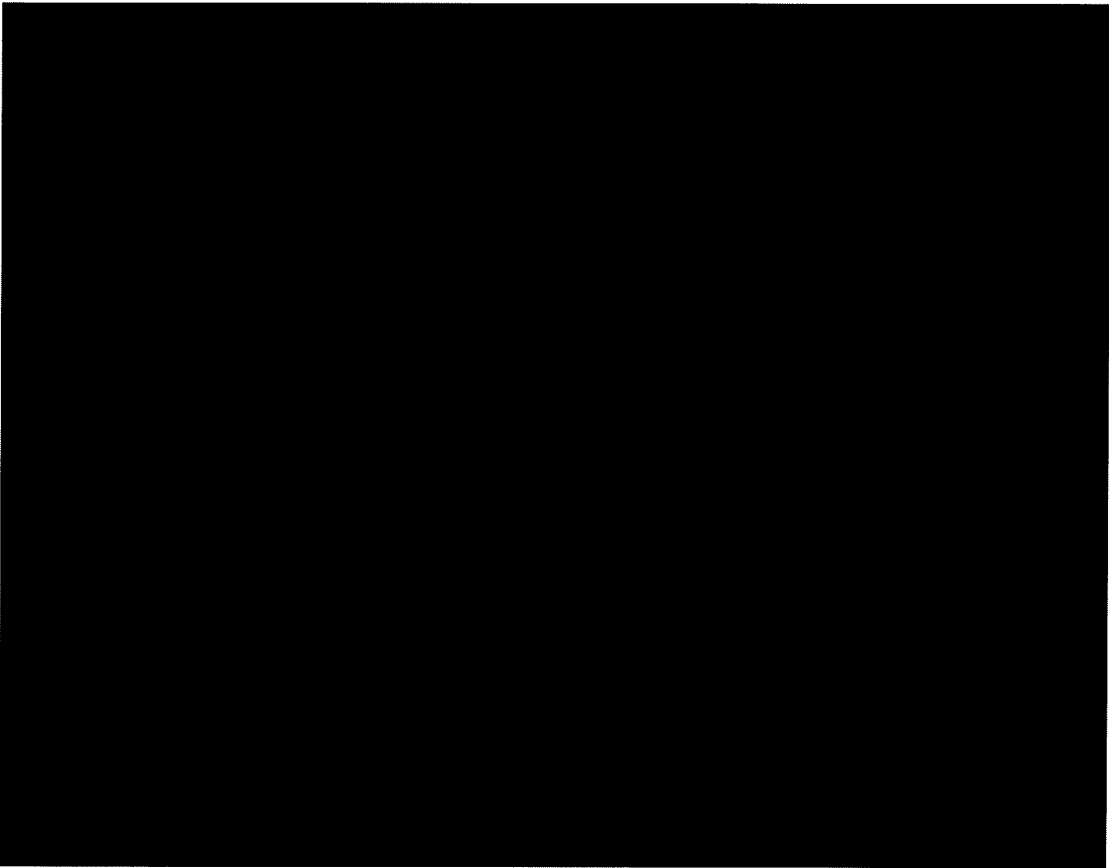
### 10.1 Authorisations and s221 Utilities Act

- (a) ActewAGL must use reasonable endeavours to assist ACTEW to comply with all Ministerial directions issued to ACTEW under section 221 of the Utilities Act (**Ministerial Directions**) and any Authorisations held by ACTEW in relation to the ACTEW Business, in each case as may be notified to ActewAGL by ACTEW from time to time as relating to the Services.
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### 10.2 Maintaining currency

ActewAGL must keep itself informed of any material proposed changes and developments in Laws applicable to the water and wastewater industry, as may be relevant to the Services.

### 10.3 ActewAGL Authorisations etc

- (a) If, during the provision of the Services, ActewAGL reasonably forms a view that the continued provision of any of the Services would breach or would be reasonably likely to breach:
- (a) any Authorisation issued to ActewAGL or other obligation binding on ActewAGL prior to the date of this Contract; or
  - (b) any Law enacted or otherwise coming into force after the date of this Contract, it will notify ACTEW immediately.
- 

## 11. Agency

### 11.1 Appointment

Subject to clause 11.2 and this Contract, ACTEW appoints ActewAGL as ACTEW's agent:

- (a) to perform the following Services, including under contract with third parties:
  - (i) receiving and processing Customer payments, including:
    - (A) billing and issuing invoices; and
    - (B) administering rebate and concessions schemes and other community service obligations where appropriate;
  - (ii) credit and debt management;
  - (iii) responding to ACT Civil and Administrative Tribunal matters and general complaints; and
- (b) as otherwise provided in this Contract or as agreed in writing between the parties.

### 11.2 Scope

- (a) In acting as ACTEW's agent pursuant to clause 11.1 ActewAGL shall comply with and not act beyond its authority under the Schedule of Authority, without ACTEW's prior written approval (which must not be unreasonably withheld or delayed).
- (b) ACTEW may directly exercise any of its rights under any of the contracts entered into by ActewAGL in reliance on clause 11.1 at any time, but must provide ActewAGL with reasonable prior written notice of it doing so.

### 11.3 Money received as agent

All money received by ActewAGL, and any agent of ActewAGL appointed for the purposes of this Contract, from Customers is received as agent for, and on behalf of, ACTEW. ActewAGL and its agents have no interest in, or lien over, that money.

### 11.4 Acting as agent

In acting as ACTEW's agent pursuant to clause 11.1, ActewAGL must:

- (a) act in ACTEW's best interests (but without limiting ActewAGL's ability to enforce, benefit from or rely on any of its rights, entitlements or benefits under this Contract);
- (b) manage the contracts entered into by ActewAGL in reliance on clause 11.1 in accordance with those contracts;
- (c) exercise reasonable care, diligence and skill;
- (d) act in a timely and professional manner; and
- (e) act in accordance with ACTEW's reasonable instructions.

ActewAGL will not be in breach of clause 11.4(a) where ActewAGL acted in a manner that it reasonably considered was in the best interests of ACTEW.




## 11.6 Proceedings

- (a) ActewAGL may not commence any proceedings, litigation, or any other action against, or settle any legal action with, any third party that is not within its scope of authority under the Schedule of Authority (**Agency Proceedings**), without the prior consent of ACTEW (such consent not to be unreasonably withheld or delayed). If ACTEW unreasonably withholds its consent to any Agency Proceedings, after ActewAGL has informed ACTEW of the consequences of not undertaking the relevant Agency Proceedings, then ActewAGL will not be liable for its failure to perform the Services to the extent it cannot perform them due to the Agency Proceedings not being undertaken.
- (b) ACTEW may, acting reasonably, direct that ActewAGL as ACTEW's agent commence any proceedings, litigation, Claim or start any other action against, or settle any matter or action with any third party as part of the scope of the agency referred to in clause 11.1, at ACTEW's cost and expense. ActewAGL must comply with any such direction if it is reasonable.


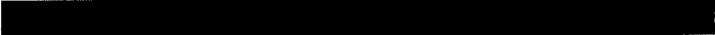
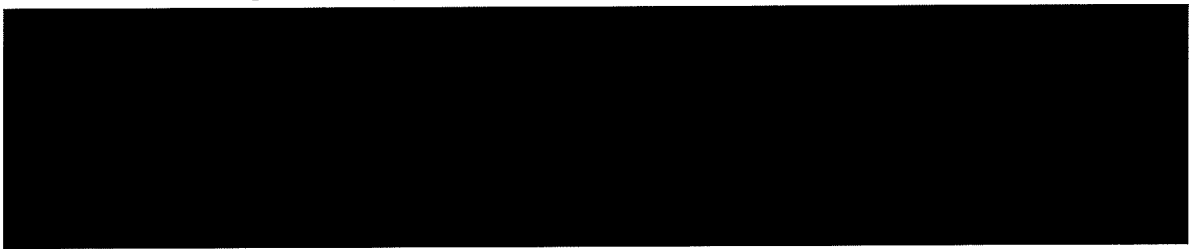
## 12. Third Party Contracts

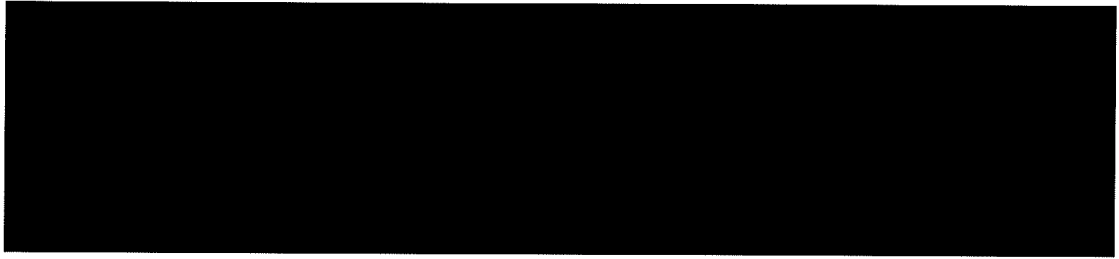
### 12.1 Third Party Contracts

- (a) As at the date of this Contract, there are no Third Party Contracts.
  - (b) ActewAGL may from time to time during the Term enter into Third Party Contracts in respect of goods and services required to be provided to ACTEW in order to operate the ACTEW Business provided that:
- 

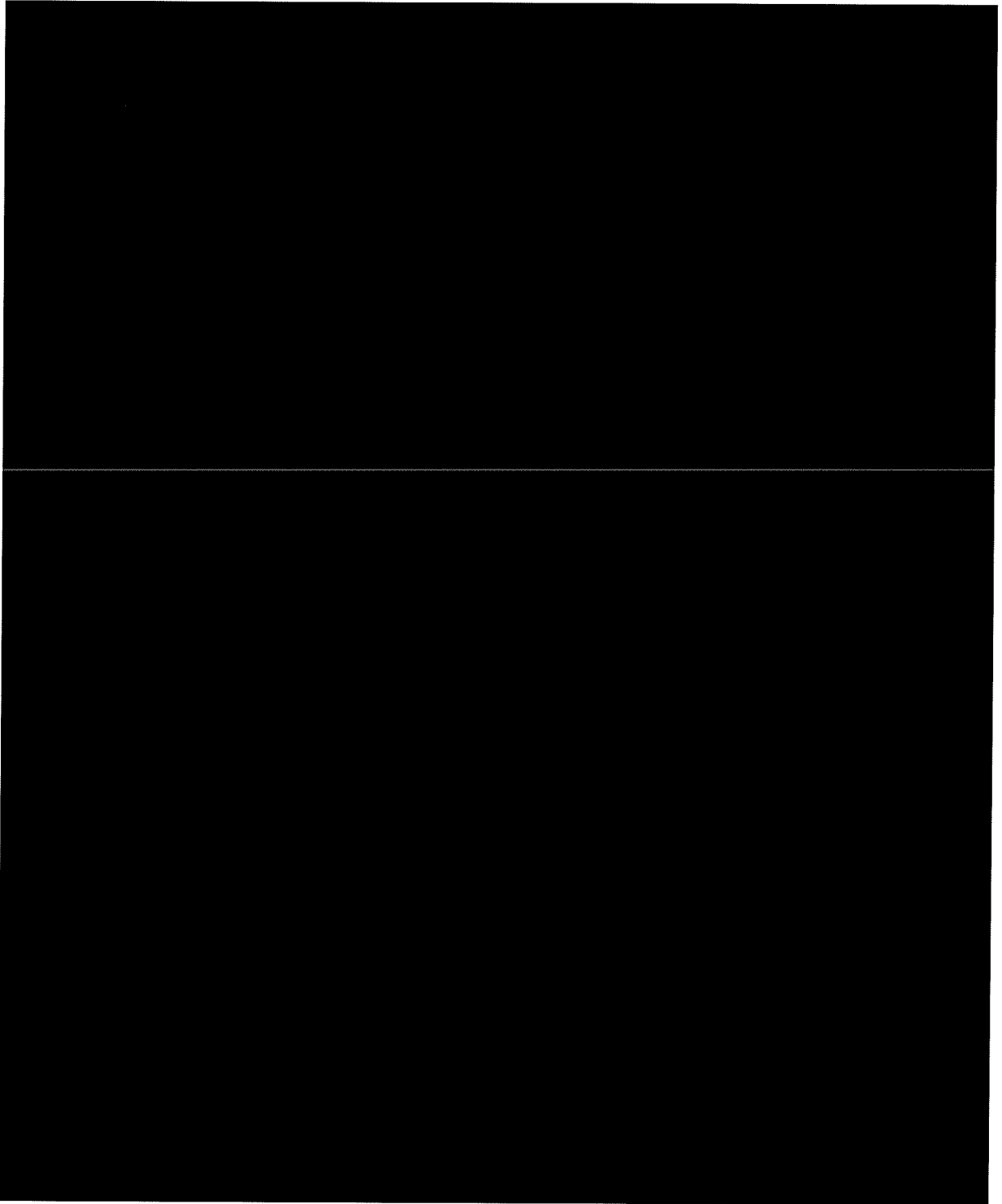


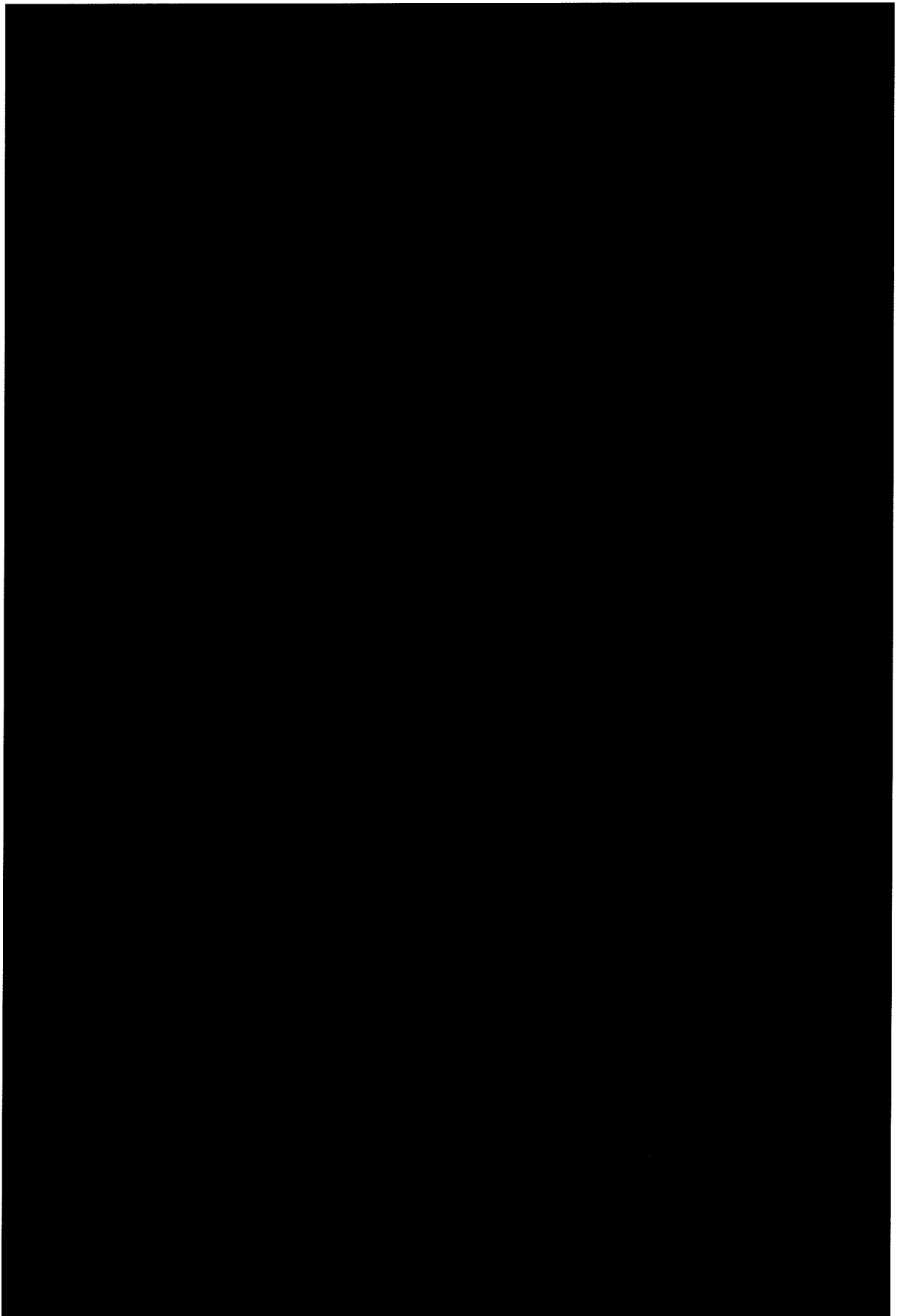
## 12.2 Contract management

- (a) ActewAGL must manage the Third Party Contracts:
- (i) in accordance with those contracts;
  - (ii) in accordance with good industry standards;
  - (iii) with reasonable care, diligence and skill;
  - (iv) in a timely and professional manner; and
  - (v) in co-operation with ACTEW considering ACTEW's interest in the Third Party Contracts in order to:
    - (A) facilitate ACTEW's receipt of the services provided by the third parties and
    - (B) assist ACTEW to resolve any issues arising in the provision of the services by the relevant third party.
- (b) ActewAGL must keep ACTEW informed of material developments in relation to Third Party Contracts which affect, or are likely to affect, ACTEW's receipt of the services under a relevant Third Party Contract, including:
- (i) any material breaches of the Third Party Contract by the third party provider or allegations by the third party provider that ActewAGL is in material breach of a Third Party Contract; and
  - (ii) any proposal by ActewAGL (or any proposal by a counterparty to a Third Party Contract of which ActewAGL become aware) to terminate a Third Party Contract prior to expiry.
- (c) ActewAGL must maintain an up-to-date list of current Third Party Contracts (including counterparty names, summary of services, contract values  and expiry dates) and  must provide a copy of the list to ACTEW as soon as practicable upon request.
- 



### 13. Key Performance Indicators





## 14. Monitoring progress

### 14.1 Formation

On the Commencement Date, the parties will form the Retail Contract Governance Group. For the avoidance of doubt, this Retail Contract Governance Group is not the same as the group established by ACTEW and ActewAGL Distribution under the Corporate Services Agreement.

### 14.2 Composition

- (a) The Retail Contract Governance Group will consist of equal numbers of representatives (at least two) from ActewAGL and ACTEW.
- (b) Each representative on the Retail Contract Governance Group must have sufficient knowledge and be of sufficient seniority to represent the relevant party in relation to this Contract.
- (c) Either party may change its representatives on the Retail Contract Governance Group at any time by notice in writing to the other party.

### 14.3 Function

The Retail Contract Governance Group will be an advisory body, and will not have any decision-making powers, other than:

- (a) those decision-making powers referred to in this Contract; or
- (b) as may be delegated to the representatives by either party from time to time.

### 14.4 Meetings

- (a) The Retail Contract Governance Group will meet at the times and manner set out in item 5 of Schedule 1 (or otherwise as agreed by the parties) to discuss any issues in relation to this Contract or the provision of the Services, including reports provided under clause 14.5.
- (b) A representative may invite to a meeting of the Retail Contract Governance Group one or more advisers on any technical matter that may arise for discussion at the meeting, and will provide reasonable notice in advance to all other representatives of the name of each such adviser.
- (c) ACTEW must maintain a minute book for recording minutes of each Retail Contract Governance Group meeting. The chair for a meeting shall:
  - (i) arrange for minutes to be taken and may invite a minute secretary to attend for that purpose;
  - (ii) ensure that draft minutes are promptly circulated for review and comment to every representative; and
  - (iii) approve the final minutes and ensure they are recorded in the minute book and tabled at the next meeting.

## 14.5 Reporting

ActewAGL must provide ACTEW with reports in accordance with item 6 of Schedule 1 and any other reports agreed by the parties from time to time.

## 14.6 Other consultation

If, at any time during the Term, ActewAGL proposes to:

- (a) change the manner in which it delivers the Services (where such change would not be a breach of this Contract);
- (b) change a system that it uses to provide the Services; or
- (c) change its other business operations (where relevant to the Services),

and such change would materially impact on the way the Services are delivered or the Actual Allocated Costs, it must give ACTEW details of such proposal as soon as reasonably practicable and reasonably consult with ACTEW in advance of making such change.

## 15. ACTEW Material

- (a) ACTEW shall provide to ActewAGL the ACTEW Material.
- (b) ActewAGL will ensure that any ACTEW Material is used in accordance with any reasonable direction of ACTEW.

## 16. Intellectual Property Rights

### 16.1 Pre-existing Material

This clause 16 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or any New Material.

### 16.2 ActewAGL ownership of Intellectual Property Rights in Contract Material

- (a) Other than in respect of the ACTEW Contract Material, all Intellectual Property Rights in the Contract Material vest in ActewAGL on creation.
- (b) To the extent that ActewAGL needs to use any of the:
  - (i) ACTEW Material; or
  - (ii) Pre-existing Material or New Material provided to it by ACTEW,

for the purpose of delivering the Services or receiving the benefit of the Contract Material, ACTEW grants to, or must obtain for, ActewAGL a world-wide, irrevocable, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) that ACTEW Material, Pre-existing Material, New Material, and Contract Material for the purpose of delivering the Services and receiving the benefit of the Contract Material.

- (c) ACTEW grants to ActewAGL a world-wide, irrevocable, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) the ACTEW Contract Material for the purpose of delivering the Services.

- (d) ActewAGL grants to ACTEW a world-wide, irrevocable, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) the Contract Material for the purpose of receiving the benefit of the Services for the duration of the Term or such longer period as may be agreed in the Transition out plan.

### 16.3 ACTEW ownership of Intellectual Property Rights

Ownership of all of the Intellectual Property Rights in the following Contract Material (**ACTEW Contract Material**) vest in ACTEW on creation:

- (a) any Contract Material agreed by the parties (as evidenced in an Additional Services proposal or otherwise in writing) to vest in ACTEW on creation;
- (b) any Contract Material developed for ACTEW as part of an Additional Service under this Contract where the costs of the development of that Contract Material are borne solely by ACTEW as part of that Additional Service; and
- (c) reports prepared by ActewAGL as part of the Services which relate solely to the Customers of the ACTEW Business.

### 16.4 Use of ACTEW Trademark

The parties must enter into the ACTEW Water Trademark Licence Agreement prior to the Commencement Date.

### 16.5 CRM

ActewAGL must use its reasonable endeavours to ensure that ACTEW is able to use the then customer relationship management system of ActewAGL after the end of the Term on terms to be agreed between ACTEW, ActewAGL and any relevant third parties prior to the expiry of this Contract. To avoid doubt, any on-going arrangements in respect of ActewAGL's customer relationship management system are to be addressed under a contract other than this Contract.

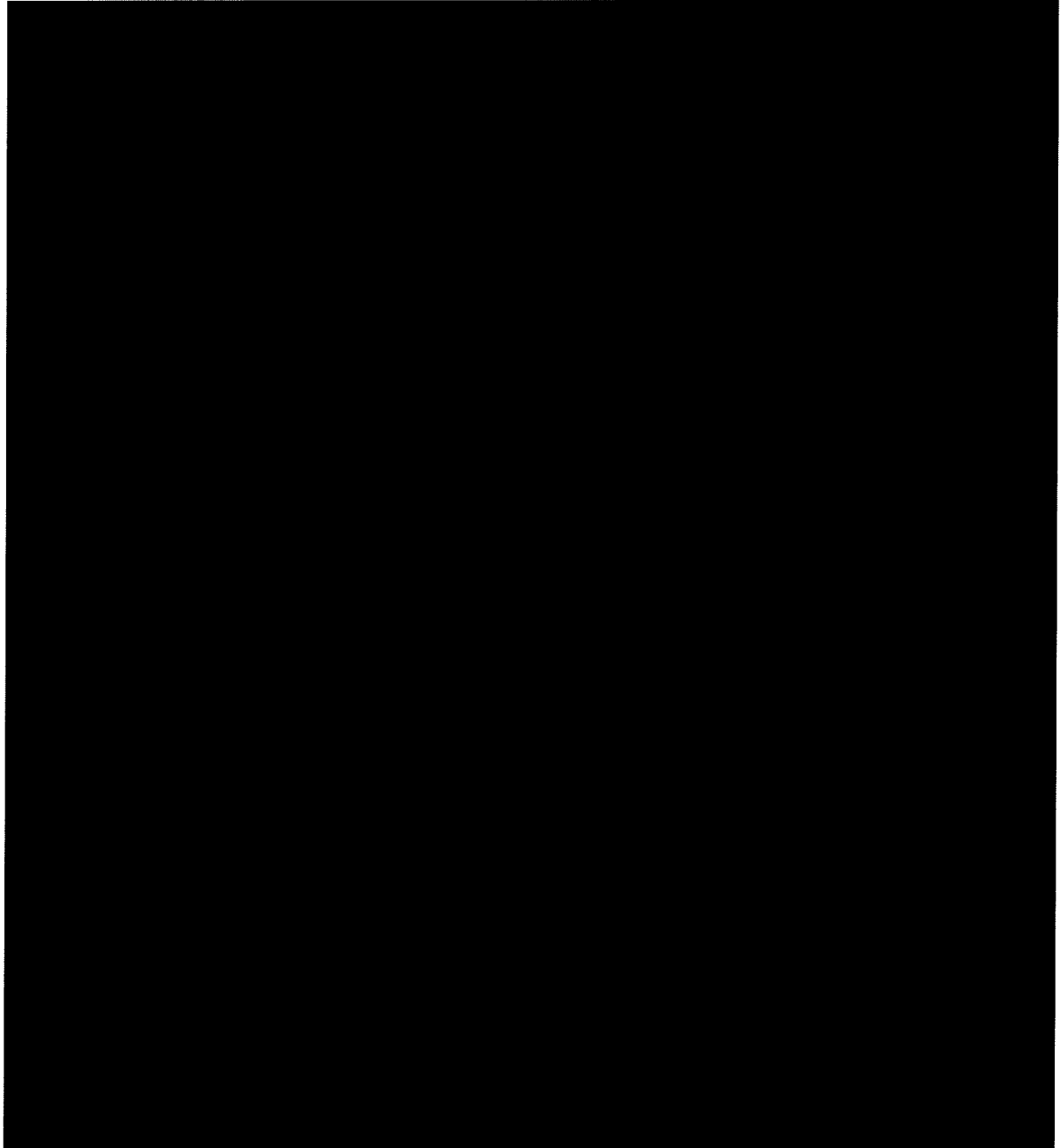
### 16.6 Customer Data

- (a) As between ACTEW and ActewAGL, ACTEW will own all Customer Data.
- (b) Upon termination or expiry of this Contract, ActewAGL must make all Customer Data available to ACTEW in the format and storage medium in which it was last kept by ActewAGL during the Term for migration. Migration of the information and data to an alternate system is at the Cost of ACTEW.

### 16.7 Other Data

- (a) ACTEW and ActewAGL will jointly own all other data (excluding any of ACTEW's or ActewAGL's internal financial, administrative, operational, management or business data) not covered by clause 16.6 that is purchased, produced or created by ActewAGL or its personnel solely in the course of the performance of the Services or its obligations under this Contract (**Other Data**).
- (b) To avoid doubt, the parties will jointly own the Intellectual Property Rights in the Other Data.
- (c) Subject to clauses 20 and 21, either party may use, transfer, sublicense, alter, modify, exploit, and develop the Other Data without the prior consent or approval of the other party, and without recourse to the other party for any profits. To the extent that this clause is inconsistent with any other clause in this Contract, this clause prevails over the other clause to the extent of that inconsistency.

## 17. Payment



### **17.4 ActewAGL to provide invoice**

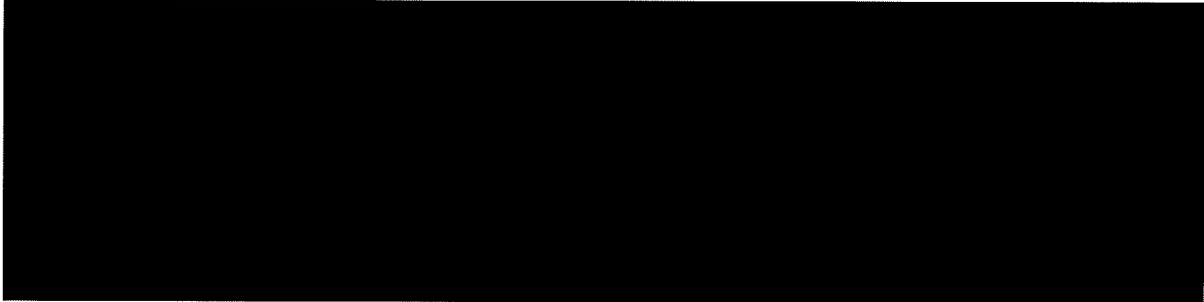
ActewAGL must provide an invoice to ACTEW for any amounts payable in accordance with this clause 17 in accordance with the requirements specified in item 2 of Schedule 3.

### **17.5 Due date for payment**


Unless specified otherwise in this clause 17 or Schedule 3, ACTEW will make payment of an invoice for Services by electronic funds transfer to ActewAGL's nominated bank account, within 14 days after receiving the invoice.

**17.6 Interest payable**

If any sum of money is not paid by the due date (including because of any dispute between the parties in respect of that payment), interest must be paid on that sum by the defaulting party (other than in the case of late payments by ACTEW which are caused by a failure of ActewAGL Distribution to perform a service under the Corporate Services Agreement). Interest will be calculated at the Interest Rate on daily balances, compounded, and payable on demand. For the avoidance of doubt, interest will not be payable on disputed sums which, after the dispute is resolved, are found not to have been due and payable under this Contract.

**17.8 No double dipping**

Where ActewAGL is permitted to recover Costs from ACTEW in accordance with this Contract, it is only able to recover to the extent that such Costs have not already been paid by ACTEW in the BAU Services Fee or any Additional Services Fee or otherwise under this Contract.

**17.10 No set-off or deduction**

All payments to be made under this Contract must be made without set-off or deduction unless otherwise agreed by the parties.

## 18. GST

### 18.1 Interpretation

In this clause 18, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

### 18.2 GST gross up

If a party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier an additional amount equal to the GST payable on the supply (**GST Amount**).

### 18.3 Reimbursements

If a party is required to reimburse or indemnify another party for a loss or Cost, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss or Cost, and then increased in accordance with clause 18.2.

### 18.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

### 18.5 Adjustments

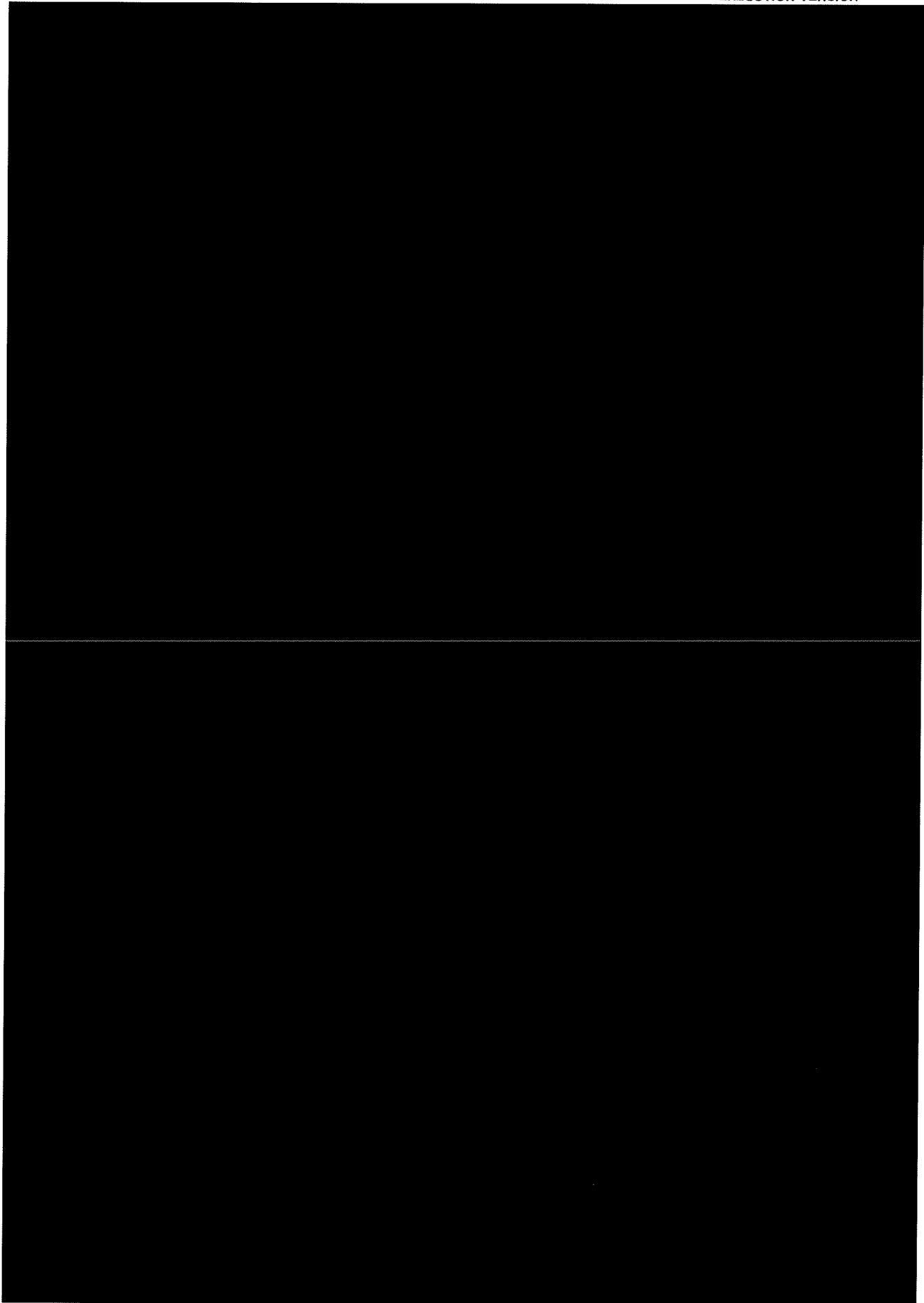
- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 18.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 18.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

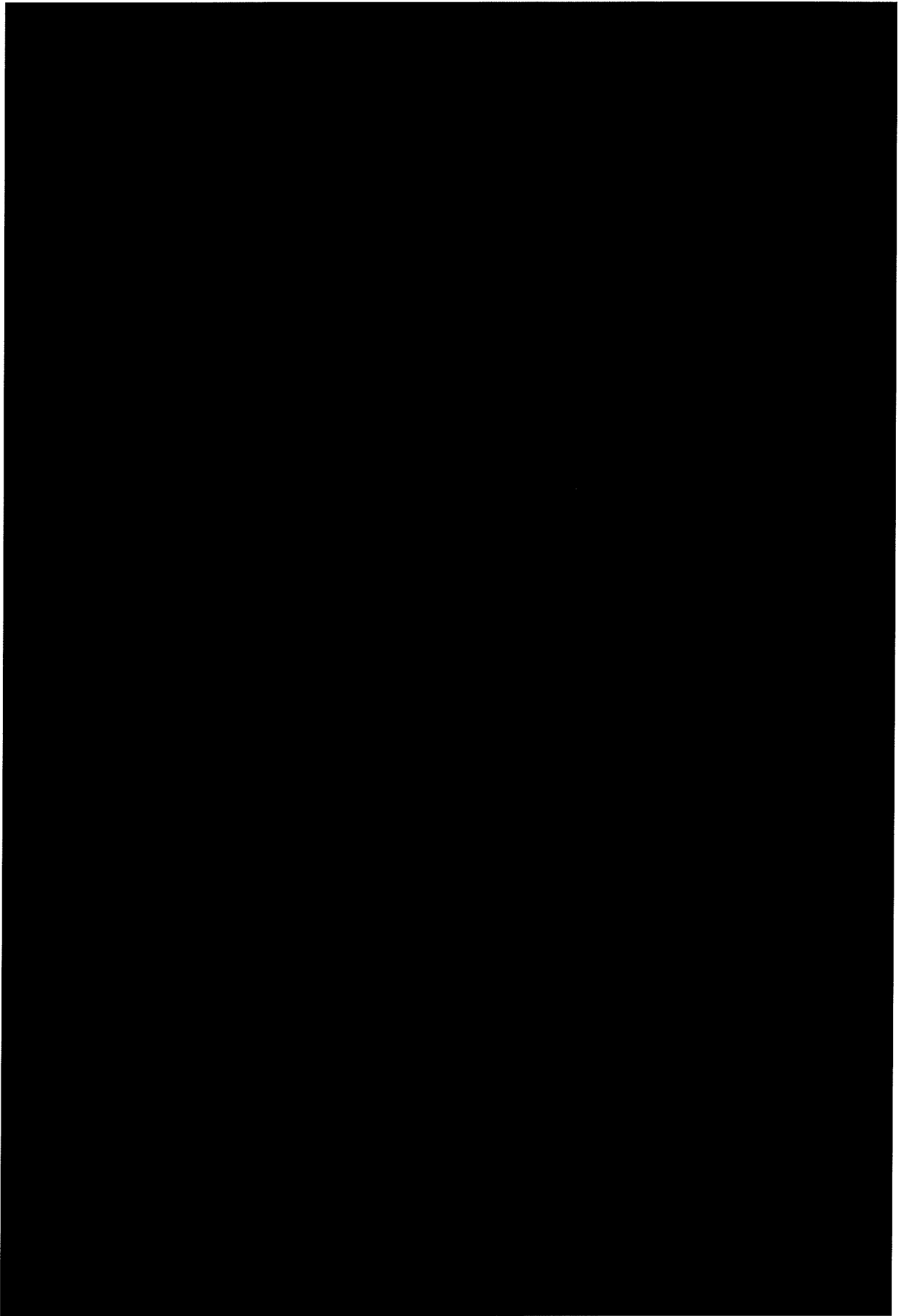
### 18.6 Tax invoice

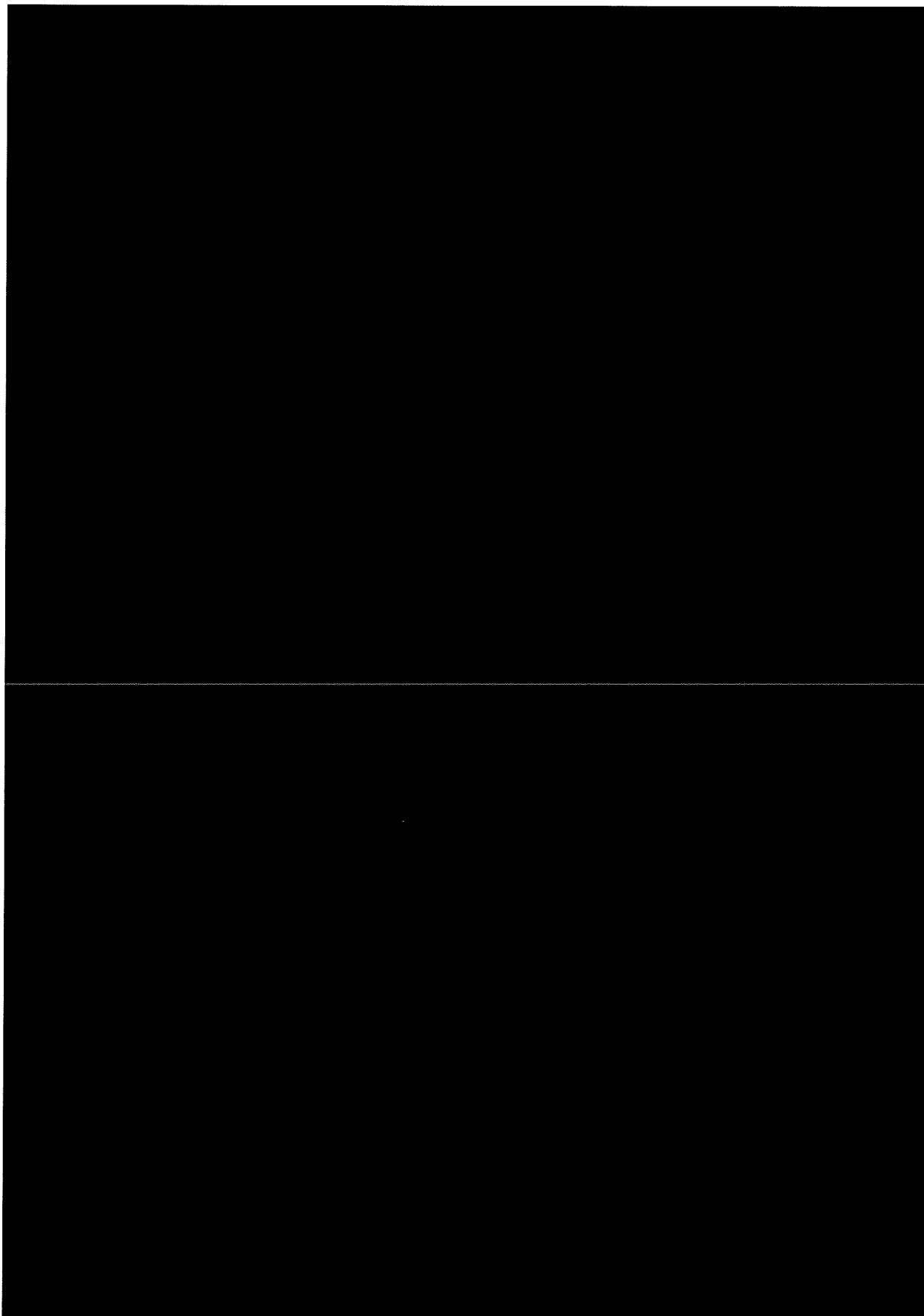
A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a valid tax invoice for the supply to which the payment relates.

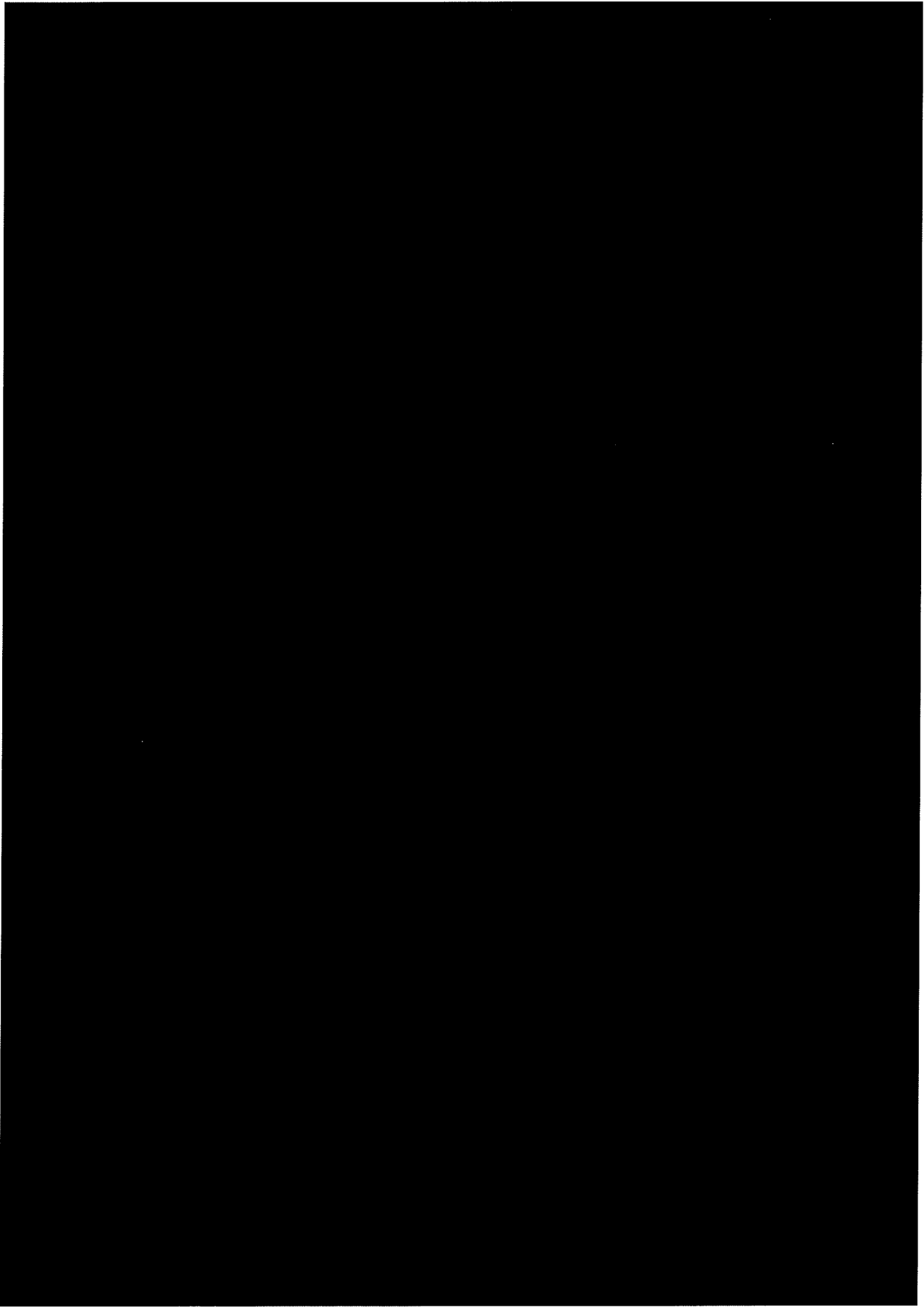
## 19. Liability of ActewAGL and Claims











## Part C— General requirements

### 20. Confidentiality

#### 20.1 Prohibition on disclosure

Subject to clause 20.3, neither party may, without the prior written consent of the other party, disclose any Confidential Information of the other to a third party.

#### 20.2 Conditions of approval

In giving written consent to use or disclose its Confidential Information, a party may impose such conditions as it thinks fit. The other party will comply with any term or condition imposed by the disclosing party under this clause 20.2.

#### 20.3 Exceptions to obligations

The obligations on a party under clause 20.1 will not be taken to have been breached to the extent that Confidential Information of the other party:

- (a) is disclosed by a party to its Related Entities, Advisers, insurers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of activities related to this Contract;
- (c) is required or authorised by law to be disclosed;
- (d) is in the public domain otherwise than due to a breach of this Contract;
- (e) is disclosed by a party to the extent necessary in connection with legal proceedings relating to this Contract; or
- (f) is required or permitted under the Umbrella Agreement.

#### 20.4 Obligation on disclosure

Where a party proposes to disclose Confidential Information of the other party to another person pursuant to clauses 20.1, 20.3(a) or (b), the disclosing party must:

- (a) notify the receiving person in advance that the information is Confidential Information;
- (b) not provide the information unless the receiving person first agrees to keep the information confidential; and
- (c) use all reasonable endeavours to ensure that persons receiving or using the Confidential Information do not disclose or use the information except in the circumstances permitted under this clause 20.

**20.5 Period of confidentiality**

The obligations under this clause 20 continue, notwithstanding the expiry or termination of this Contract.

**20.6 No reduction in privacy obligations**

Nothing in this Contract derogates from any obligation which the parties may have under the Privacy Act as amended from time to time, in relation to the protection of personal information as defined in that Act, or any other Law requiring secrecy or confidentiality in dealing with information.

**20.7 Return of information**

- (a) At a party's request or on the expiry or termination of this Contract, the other party must use reasonable endeavours to return all of the other party's physical and electronic records containing Confidential Information to the requesting party in a form reasonably requested by the requesting party.

- (c) ActewAGL may retain one copy of ACTEW's Confidential Information for its professional record keeping purposes.

**20.8 Third party confidentiality**

Each party must use reasonable endeavours to ensure that any personnel and any contractor engaged by that party who may have access to the Confidential Information of the other party keep that Confidential Information confidential as if this clause 20 applied to them. Each party must inform the other party upon request as to the steps it has taken to comply with its obligations under this clause 20.8.

**21. Protection of personal information****21.1 Application of this clause**

This clause 21 applies where ActewAGL deals with personal information when, and for the purposes of, providing Services under this Contract.

**21.2 Obligations**

- (a) ActewAGL must, and must ensure that its officers and employees:
- (i) comply with the Information Privacy Principles;
  - (ii) use any personal information provided by ACTEW, or collected on behalf of ACTEW, only for the purpose for which it was provided or collected;
  - (iii) refer any request from a third party for personal information on an ACTEW customer immediately to the ACTEW Representative;
  - (iv) protect personal information held on ACTEW's behalf from misuse, loss, unauthorised access or disclosure; and
  - (v) use its reasonable endeavours to assist ACTEW, to comply with all:
    - (A) applicable obligations under applicable privacy law and legislation; and
    - (B) requirements from a Government or Authority in relation to privacy, notified to ActewAGL by ACTEW from time to time as relating to the Services.

- (b) ACTEW must pay ActewAGL's actual Costs of complying with clause 21.2(a)(v).
- (c) ActewAGL will not be in breach of this Contract (including any KPI) as a result of anything it does or does not do in relation to or as a result of its obligations under clause 21.2(a)(v).

### 21.3 Notification of a breach

ActewAGL must immediately notify ACTEW in writing if it becomes aware of:

- (a) a breach of its obligations under this clause; and
- (b) a claim by any person in relation to a breach or alleged breach of privacy.

### 21.4 Definitions

In this clause 21, the terms 'Information Privacy Principles' (IPPs) and 'personal information' have the same meaning as they have in section 6 of the Privacy Act.

## 22. Books and records

### 22.1 ActewAGL to keep books and records

ActewAGL must keep adequate books and records, in sufficient detail to enable the amounts payable by ACTEW under this Contract to be determined.

### 22.3 Survival

This clause 22 applies for the Term and for a period of seven years from the expiry or termination of this Contract.

## 23. Audit

### 23.1 Right to conduct audits

- (a) Either party may, on giving 28 Business Days' written notice to the other party, engage an external auditor acceptable to both parties (acting reasonably) to conduct up to one audit per Contract Year of the cost, level and quality of the Services provided by ActewAGL to ACTEW under this Contract.
- (b) A party being audited in accordance with clause 23.1(a) must provide an external auditor and any nominee of that external auditor, at the requesting party's cost and expense, with reasonable:
  - (i) working accommodation; and
  - (ii) facilities and other assistance reasonably required by the external auditor, for the purposes of this clause 23.1.

### 23.2 Costs

The requesting party must pay:

- (a) all reasonable Costs incurred by the other party in participating in the audit; and
- (b) all costs of the external auditor.

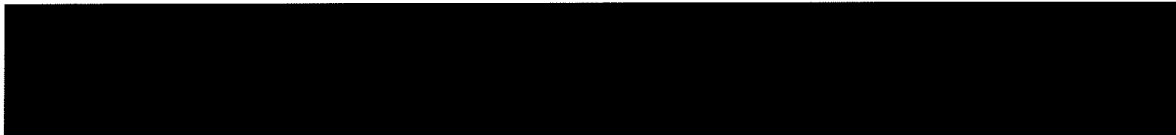
## 24. Access

### 24.1 By ACTEW

ACTEW and any third party professional adviser nominated by ACTEW that has agreed in advance or is otherwise legally obliged to keep ActewAGL's Confidential Information confidential, may at reasonable times and after having given reasonable notice to ActewAGL:

- (a) require the provision by ActewAGL, its agents and subcontractors of records and information that directly relate to the Services in the data format and storage medium kept by ActewAGL;
- (b) inspect and copy documentation, books and records that directly relate to the Services in the custody or under the control of ActewAGL, its agents and subcontractors;
- (c) require assistance in respect of any inquiry into or concerning the Services or this Contract (for these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to ACTEW), any request for information directed to ACTEW, and any inquiry conducted by the ACT Legislative Assembly or a committee of the ACT Legislative Assembly); and
- (d) to the extent necessary to exercise its rights under this clause 24.1, access the premises of ActewAGL.

The references to 'subcontractors' in this clause 24.1 are limited to the counter-parties to the subcontracts of ActewAGL that are entered into (a) after the Commencement Date and where ActewAGL has been able to secure the rights contemplated by this clause from that counter-party, or (b) before the Commencement Date and the subcontract contains the rights contemplated by this clause.



### 24.3 Survival

This clause 24 applies for the Term and for a period of seven years from the expiry or termination of this Contract.

## 25. Insurance

### 25.1 Obligation to maintain insurance

In connection with the provision of the Services, ActewAGL must have and maintain:

- (a) for the Term, valid and enforceable insurance policies for:
  - (i) public liability;
  - (ii) professional indemnity;
  - (iii) workers' compensation as required by law; and
  - (iv) any additional types of insurance policy specified in item 7 of Schedule 1; and
- (b) valid and enforceable run-off insurance policies for each of the insurances referenced in paragraph (a) that is a 'claims made' policy for 18 months following the expiry or termination of this Contract (but commencing after any period of transition under clause 33),

in the amounts specified in item 7 of Schedule 1. ActewAGL must promptly notify ACTEW if the insurances required by this clause 25.1 are anticipated to lapse or do lapse.

## **25.2 Certificates of currency**

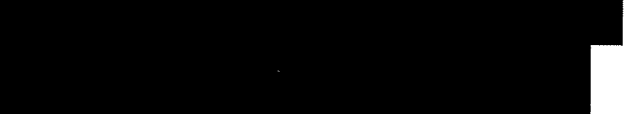
ActewAGL must, if requested by ACTEW, promptly provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 25.1.

## **25.3 Survival**

This clause 25 survives the expiry or termination of this Contract.

## **25.4 Insurance proceeds**

ActewAGL must use reasonable endeavours to pursue all relevant insurance claims which it considers prudent to make having regard to the circumstances (acting reasonably). In such an instance, ActewAGL must provide such notices and evidence in support of each insurance claim as the insurer reasonably requires



## **26. Unforeseen events**

### **26.1 Occurrence of unforeseen event**

ActewAGL is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control, including acts of God, natural disasters, acts of war, riots and strikes.

### **26.2 Notice of unforeseen event**

When the circumstances described in clause 26.1 arise or are reasonably perceived by ActewAGL as an imminent possibility, ActewAGL must give notice of those circumstances to ACTEW as soon as possible, identifying the effect they will have on its performance. ActewAGL must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.


### **26.3 Businesscontinuity plan**

During the Term, ActewAGL must maintain its business continuity plan. ActewAGL will provide a copy of the plan to ACTEW if requested.

### **26.4 Updating the business continuity plan**

ActewAGL must consult ACTEW prior to making any changes to the business continuity plan, once finalised in accordance with this clause, and promptly provide ACTEW with an updated copy on request.

### **26.5 Emergencies**

- (a) In the event of an Emergency that relates to the ACTEW Business, ActewAGL must use its reasonable endeavours to assist ACTEW to respond to that Emergency.
- 

## 27. Dispute resolution

### 27.1 Application

This clause 27 does not apply to disputes that are to be dealt with under clauses 13, 30 and 31.

### 27.2 Notification of Dispute

- (a) If a party wishes to refer a dispute for resolution in accordance with this clause 27, it may give the other party a notice that describes the nature and causes of the dispute in reasonable detail along with any options for its resolution (in this clause, **Dispute Notice**).
- (b) The parties must continue to comply with their obligations under this Contract notwithstanding any dispute.

### 27.3 Escalation of dispute

- (a) If either party gives the other a Dispute Notice, the parties must refer the dispute to the ACTEW Representative and the ActewAGL Representative, who must endeavour to resolve the dispute within 15 Business Days of the date of the Dispute Notice.
- (b) If the ACTEW Representative and the ActewAGL Representative have not resolved the dispute within 15 Business Days, then they must refer the dispute to ActewAGL's Chief Executive Officer and ACTEW's Managing Director, who will endeavour to resolve the dispute within a further 15 Business Days or any other period agreed by the parties.
- (c) If the two executives have not resolved the dispute, the dispute will be referred to two nominees of AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) to represent the interests of ActewAGL and two ACTEW directors to represent the interests of ACTEW. The parties agree to provide those persons with all information reasonably requested by either body for the purposes of resolving the dispute.
- (d) The parties may agree to terminate this Contract if those persons fail to agree on a resolution for the dispute in issue within 6 months of the date of the relevant Dispute Notice (or any longer period agreed by the parties), at any time while the dispute remains unresolved.

### 27.4 Mediation

The parties may at any time agree to mediation, to assist in the resolution of a dispute.

### 27.5 No limitation

- (a) Nothing in this clause 27 limits, prevents or otherwise affects:



- (iii) the rights of a party to exercise a remedy or take other lawful action if the other party has, or appears to have, failed to comply with its obligations.
- (b) In particular, it does not prevent or restrict:
  - (i) ActewAGL commencing legal proceedings in relation to a failure of ACTEW to pay to ActewAGL any amounts due and payable under this Contract, subject to ActewAGL giving ACTEW at least 60 days' notice of ActewAGL's intention to commence legal proceedings;

- (ii) ACTEW commencing legal proceedings in relation to a failure of ActewAGL to pay to ACTEW any amounts due and payable under this Contract, subject to ACTEW giving ActewAGL at least 60 days' notice of ACTEW's intention to commence legal proceedings; or
- (iii) either party from commencing urgent interlocutory proceedings in relation to a breach, or alleged breach, of this Contract.

## 27.6 Continued provision of Services

Subject to item 1.1 of Schedule 3, ActewAGL must continue to provide the Services, and ACTEW must pay all amounts due and payable in accordance with this Contract, during the period of any dispute resolution under this clause 27.

## 28. Notices and other communications

### 28.1 Service of Notices

A notification under this Contract (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered, sent by email (unless clause 28.3 applies) or sent by prepaid post to the recipient's address for Notices specified in item 8 of Schedule 1, as varied by any Notice given by the recipient to the sender.

### 28.2 Effective on receipt

A Notice given in accordance with clause 28.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

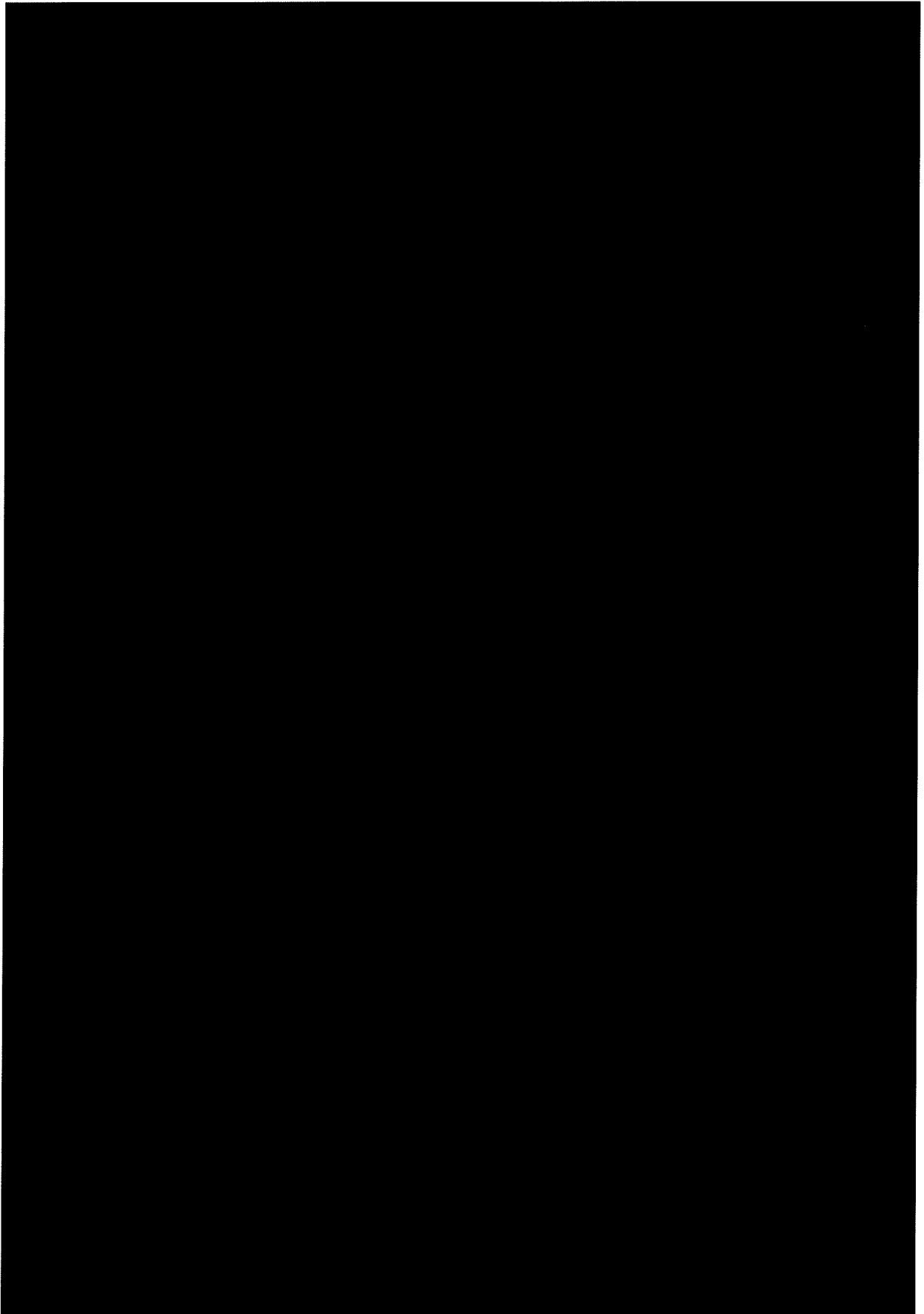
- (a) if hand delivered, on delivery;
- (b) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

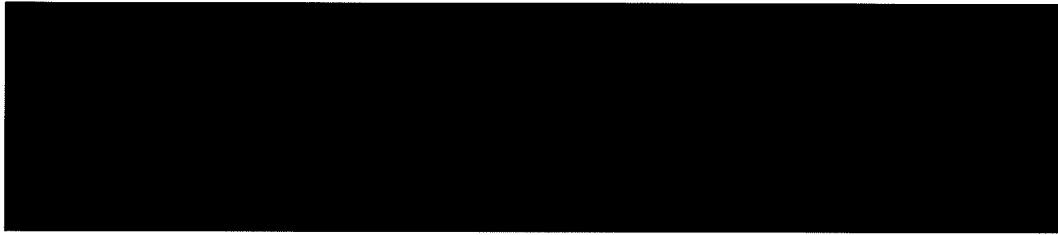
whichever happens first; or
- (c) if sent by prepaid post, at 9.00 am on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

unless the delivery or receipt determined by paragraph (a), (b) or (c) above is not on a Business Day or is after 5.00pm on a Business Day, in which case, the Notice is taken to be received at 9.00am on the next Business Day.

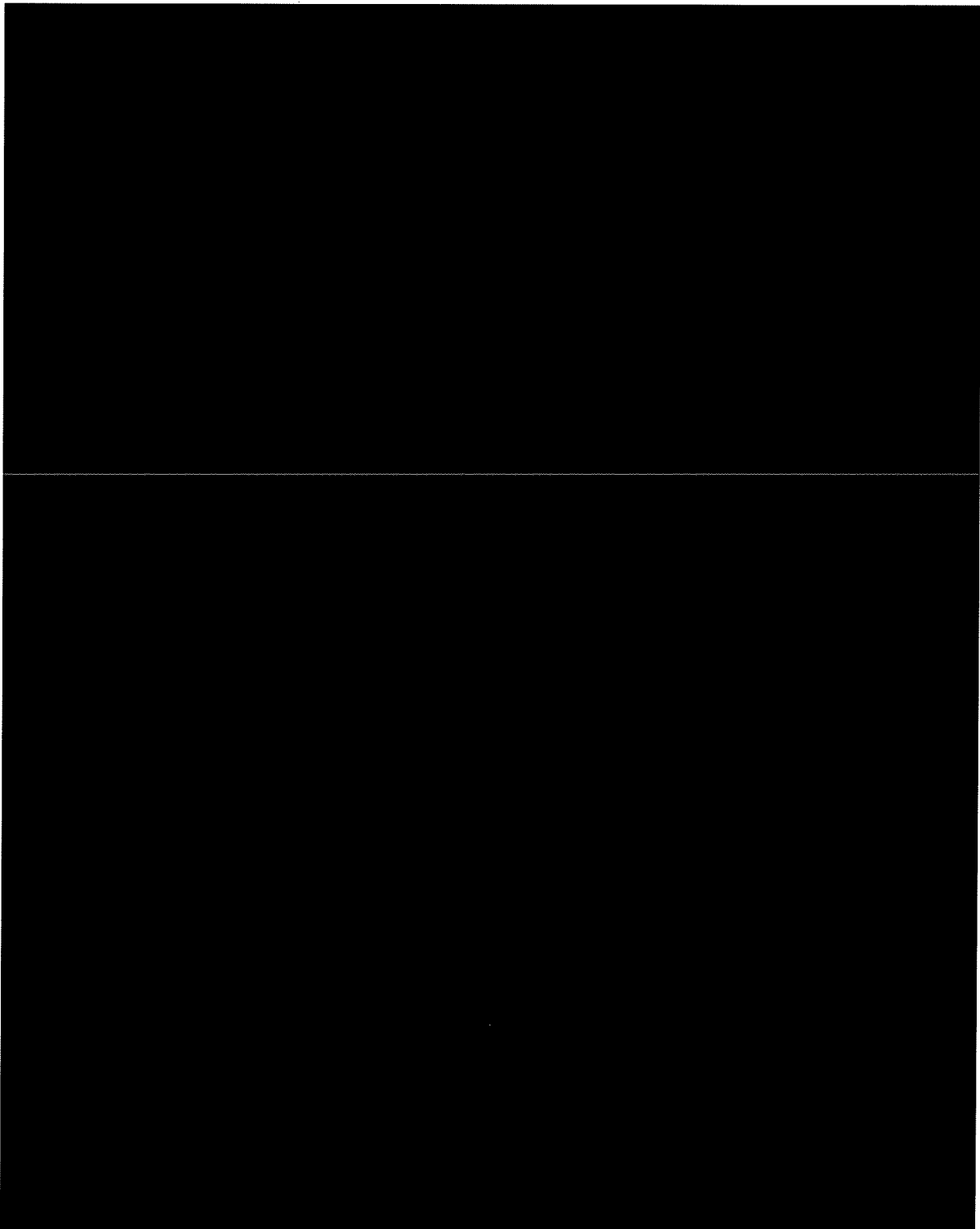
### 28.3 Email Notices

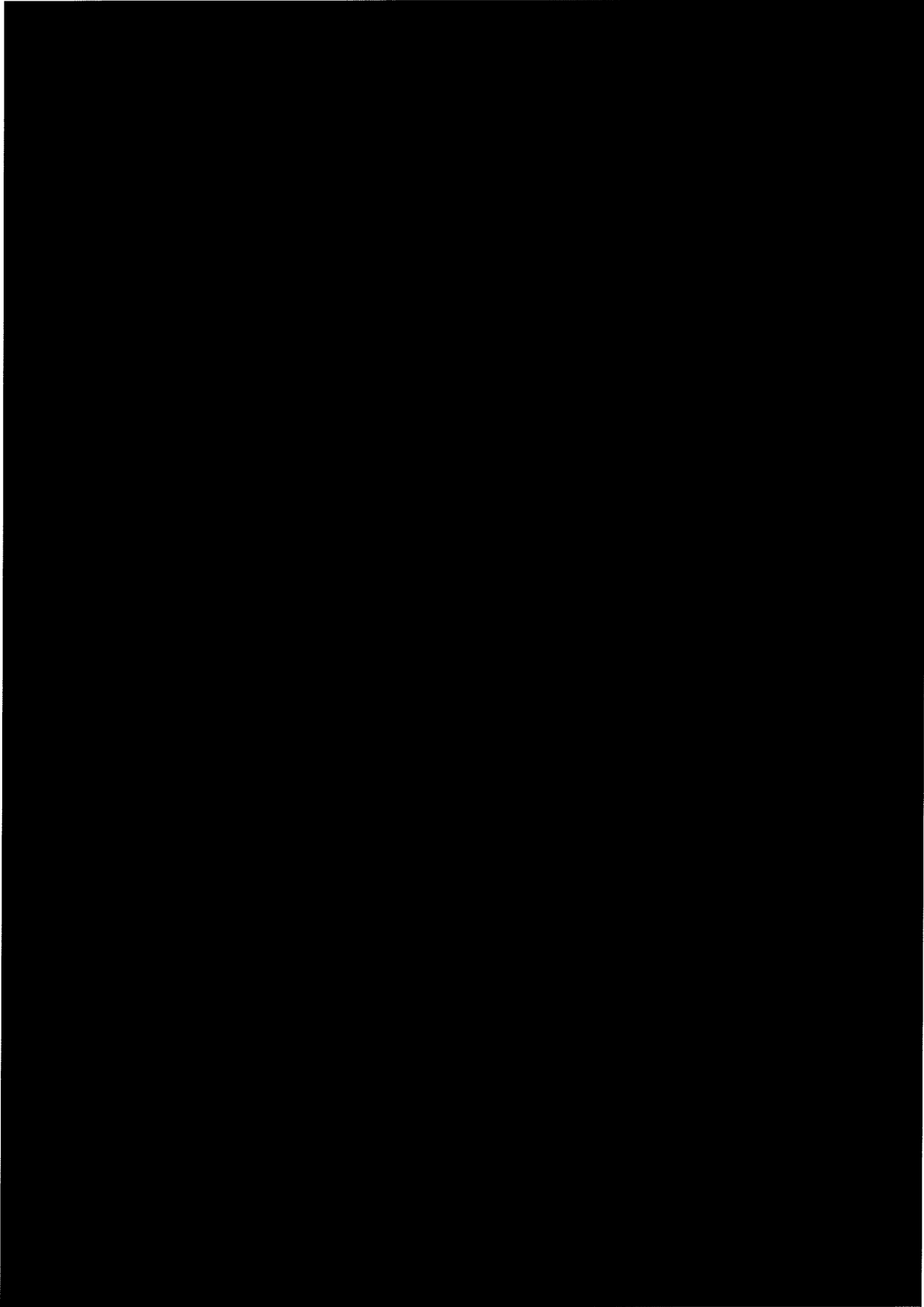
A Notice may not be sent by email if it relates to the termination or expiry of this Contract or a default or alleged default (other than a notification under clause 13.1(b)(v) which may be delivered by email) by the other party to this Contract.



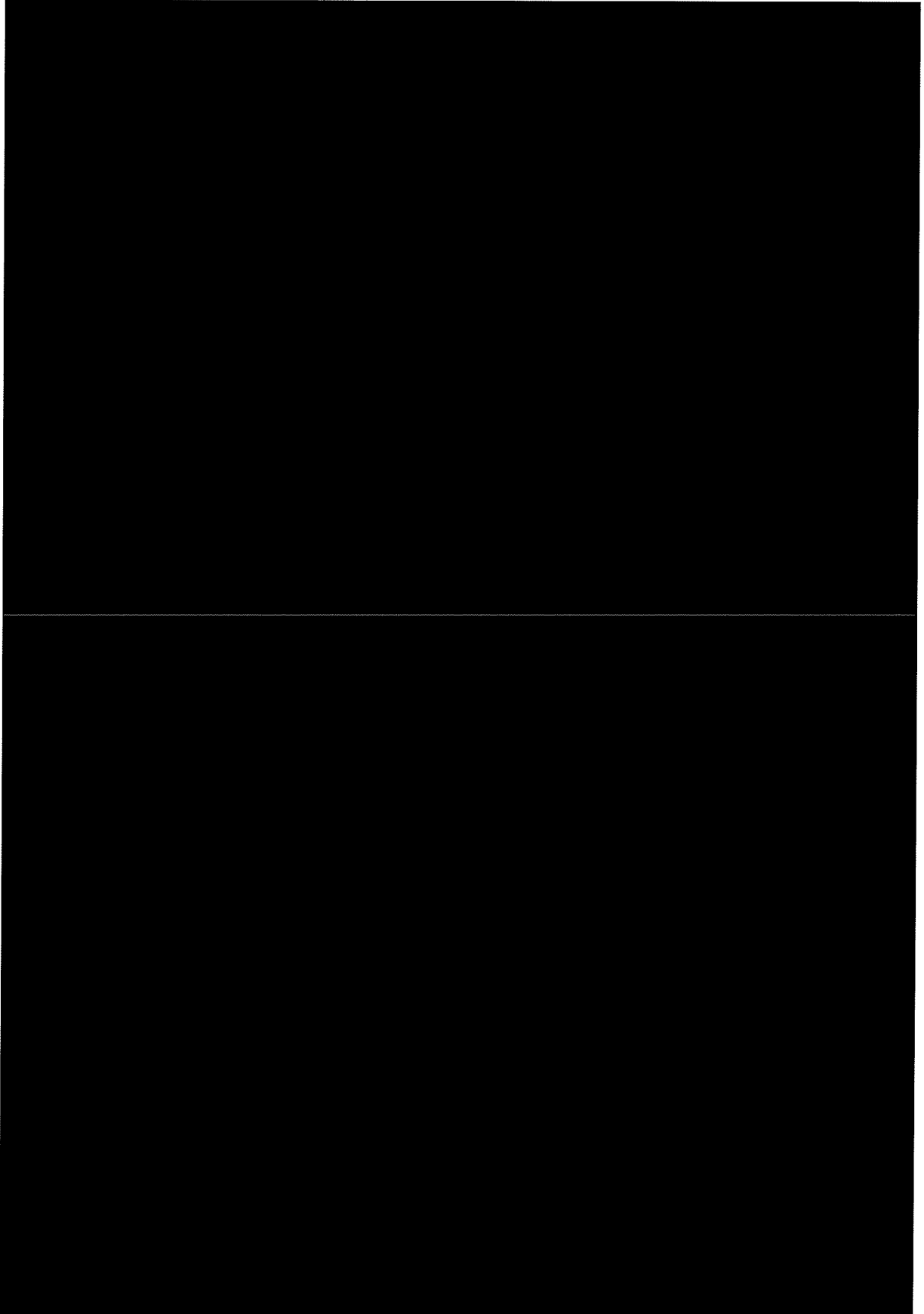


### 30. Breaches



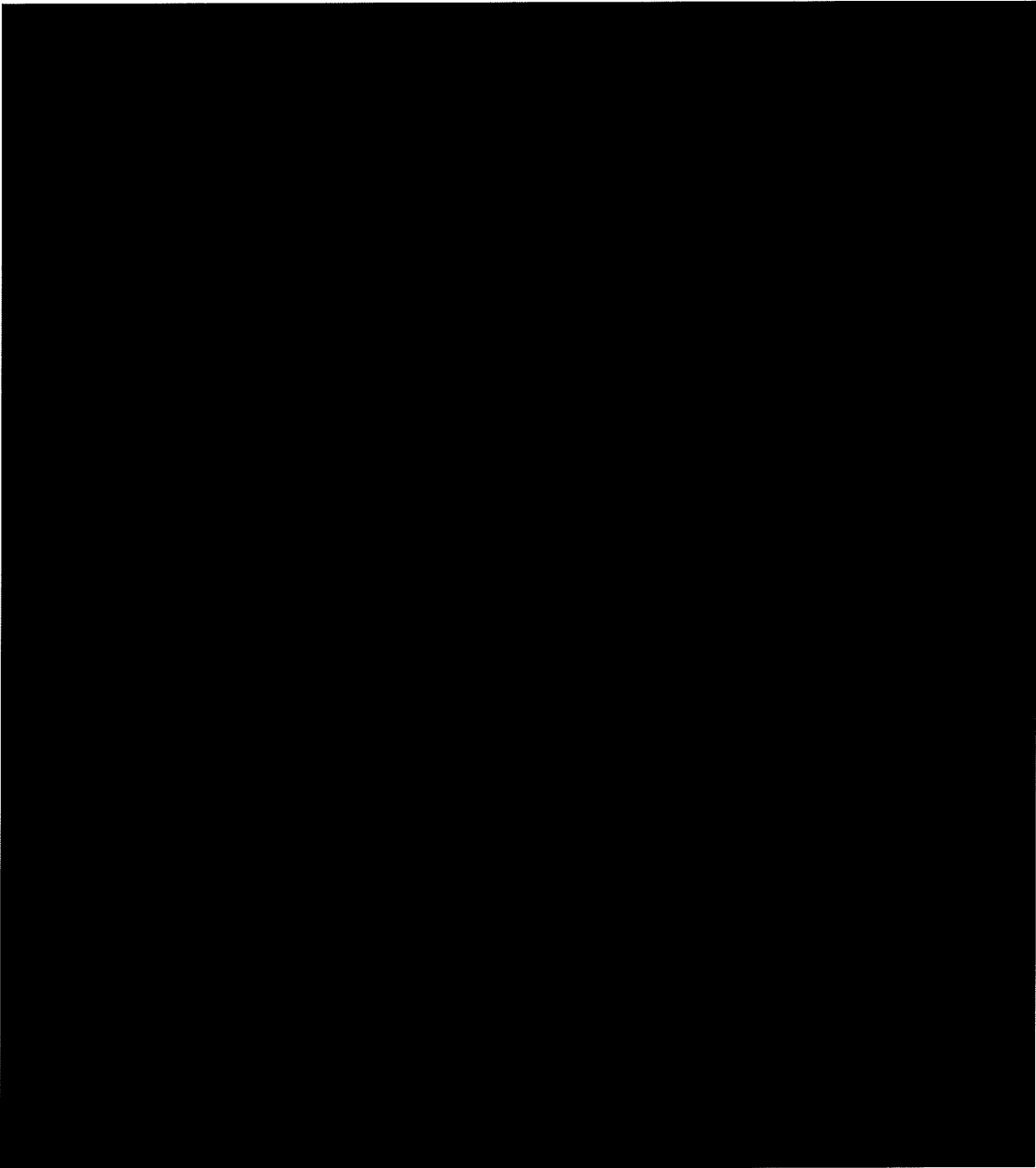


## 31. Termination





32. After termination or expiry



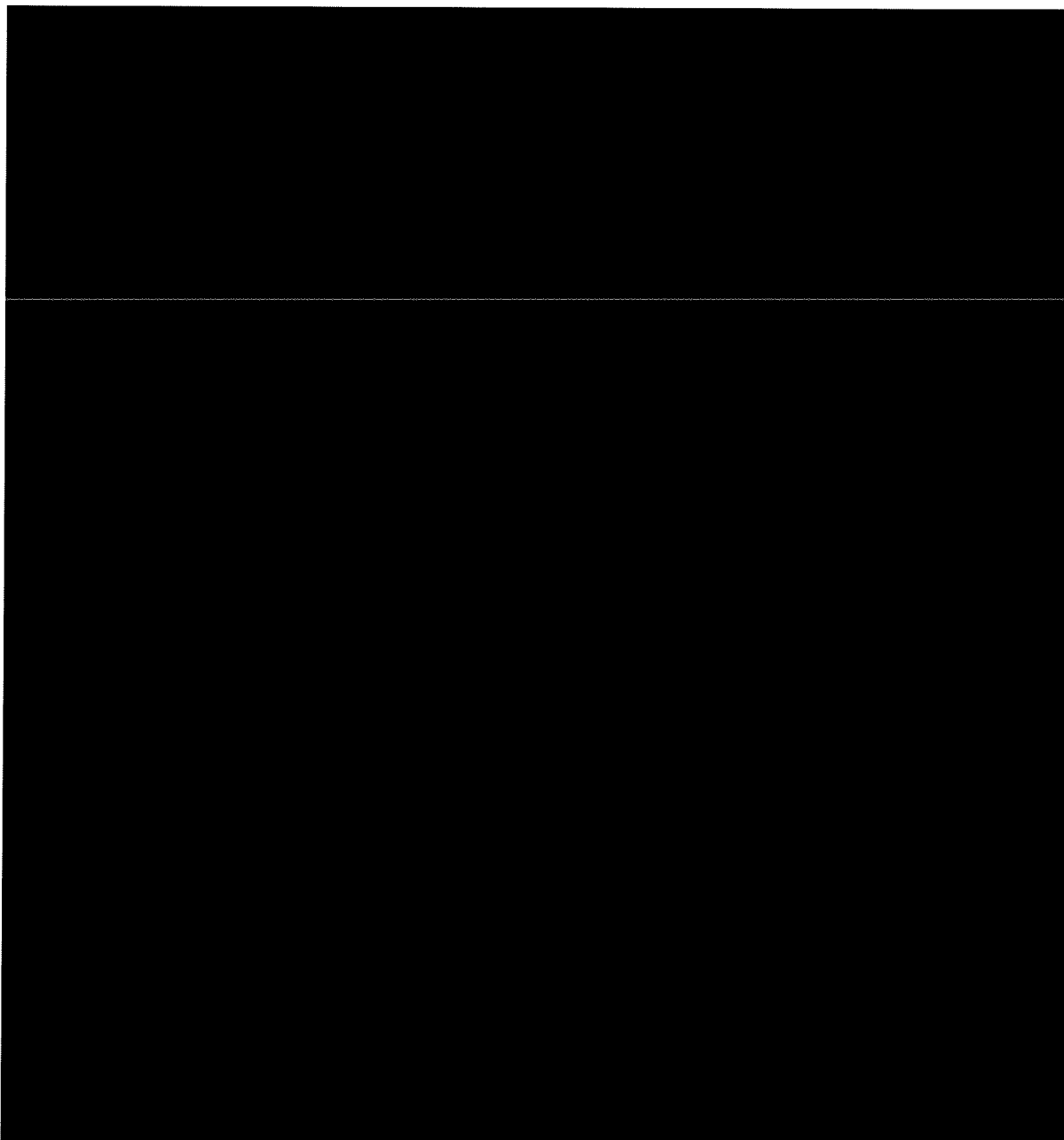
**32.3 No poaching of employees**

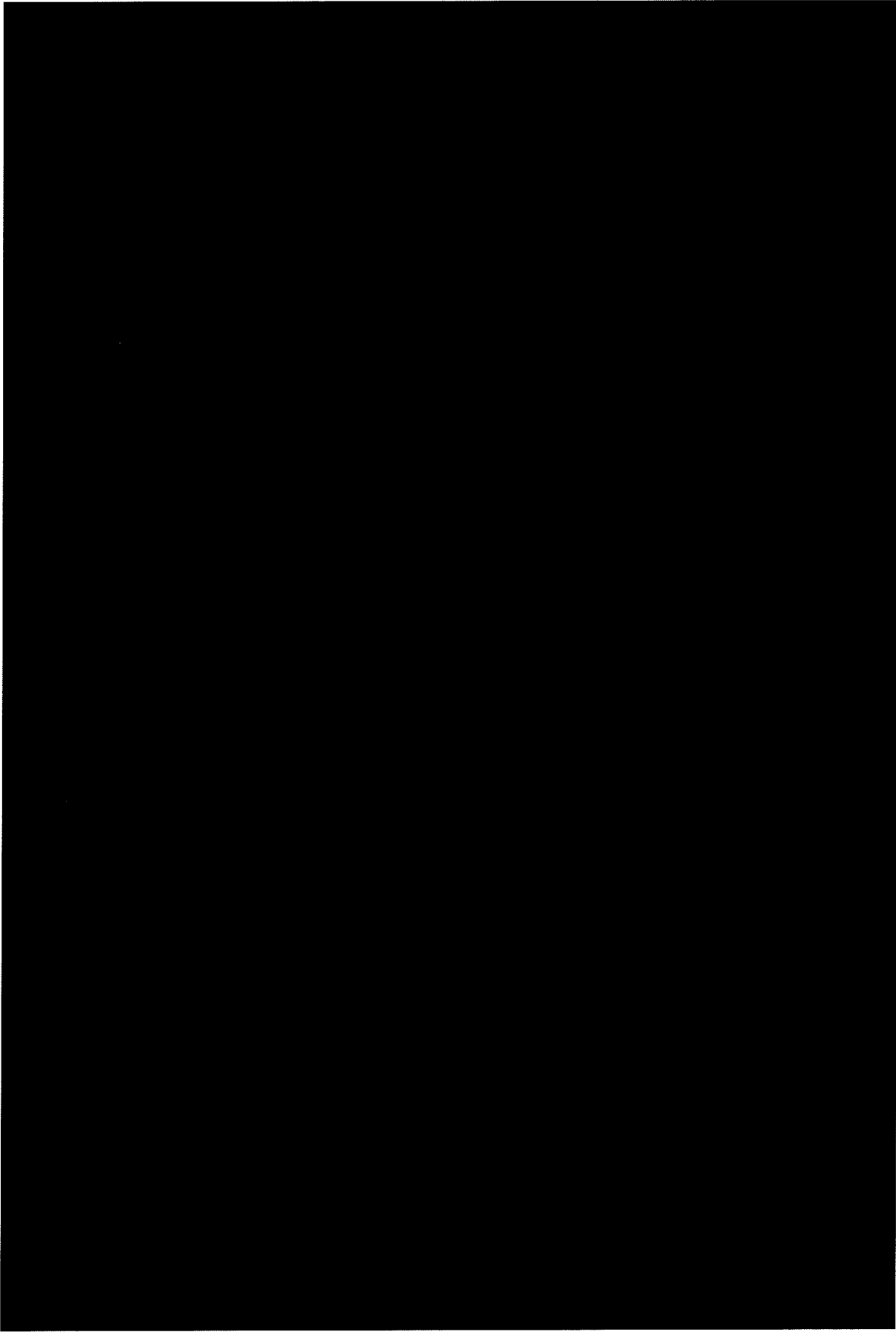
For the 24 month period following termination or expiry of this Contract, ACTEW must not directly or indirectly interfere with the employment, poach, engage or solicit any officer, agent, representative, consultant or employee of ActewAGL engaged in providing customer services or community support services for the purposes of ACTEW engaging them in ongoing employment with ACTEW without first consulting with ActewAGL. This clause 32.3 will not be breached by ACTEW if an ActewAGL officer, agent, representative, consultant or employee responds to a general advertisement for employment issued by or on behalf of ACTEW.

**32.4 Termination or expiry does not affect accrued rights**

Termination or expiry of this Contract does not affect any accrued rights or remedies of a party.

**33. Transition out and assistance**





## 34. Survival

- (a) The following clauses survive the expiry or termination of this Contract: Clause 16 (Intellectual Property Rights); Clause 18 (GST); Clause 19 (Liability of ActewAGL and Claims); Clause 20 (Confidentiality); Clause 22 (Books and records); Clause 23 (Audit); Clause 24 (Access); Clause 25 (Insurance), Clause 31 (Termination), Clause 33 (Transition out and assistance) and Clause 35 (Miscellaneous).
- (b) All other provisions of this Contract (including clause 19) continue to apply while ActewAGL is providing transition services in accordance with clause 33 to the extent that those provisions are relevant to the provision of those services.

## 35. Miscellaneous

### 35.1 Entire agreement

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter:

### 35.2 Variation

No agreement or understanding varying or extending this Contract is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

### 35.3 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

### 35.4 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

### 35.5 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

### 35.6 Waiver

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### 35.7 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee or agent (other than as expressly authorised under this Contract) of the other party, or as otherwise able to bind or represent the other party.
- (b) This Contract does not create a relationship of employment, agency (other than as expressly specified in this Contract) or partnership between the parties.

### **35.8 Governing law and jurisdiction**

This Contract is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## **36. Publicity and Media**

### **36.1 Publicity Policy**

As soon as practicable following the Commencement Date, the parties will agree a Publicity Policy. This Publicity Policy may be updated by agreement between the parties from time to time during the Term.

### **36.2 Restrictions**

- (a) Neither party may make media or other announcements or information releases relating to the other party, the provision of the Services by ActewAGL or other announcements relating the ACTEW Business which are likely to have a material direct impact on ActewAGL's provision of Services, other than announcements and information releases:
- (i) based solely on information already in the public domain (other than as a result of the disclosing party's breach of any obligation of confidence);
  - (ii) permitted in accordance with the Publicity Policy;
  - (iii) where the Managing Director of ACTEW (or the Senior Manager, Corporate Communications of ACTEW) and the Chief Executive Officer of ActewAGL (or the Director of Corporate Communications of ActewAGL) have consulted each other with respect to the form, content and manner of the announcement or release prior to it being made; or
  - (iv) required to be made:
    - (A) by law;
    - (B) to a Government or Authority; or
    - (C) under the rules of a stock exchange,where the disclosing party has, where practicable, reasonably consulted with the other party in advance of making such announcement or information release.
- (b) Subject to the preceding paragraph, nothing in this clause limits ACTEW's ability to make media or other announcements or information releases relating to the ACTEW Business.

### **36.3 Publicity as part of the Services**

For the avoidance of doubt, clause 36.2 does not apply to media or other announcements, including advertising and editorial, forming part of the Services.

# Schedule 1 – Contract Details

Item	Description	Clause	Details
1.	<b>ACTEW Representative</b>	N/A	Retail Services Contract Manager
2.	<b>ActewAGL Representatives</b>	N/A	Contract Manager Customer Services and Community Support
3.	<b>Commencement Date</b>	1 and 4	the Completion Date
4.	<b>End Date</b>	1 and 4	30 June 2023
5.	<b>Meetings</b>	14.4(a)	At least once in each three month period of the Term, or more frequently if requested by either party
6.	<b>Reporting</b>	14.5	<p>A performance report must be provided by ActewAGL to ACTEW within 12 Business Days of the end of each three month period of the Term setting out:</p> <ol style="list-style-type: none"> <li>1. ActewAGL's performance against the KPIs in that three month period;</li> <li>2. the Actual Allocated Costs for the Contract Year to the end of each three month period compared to the BAU Services Fee for the same period;</li> <li>3. ActewAGL's estimate of the likely Actual Allocated Costs in providing the Services for the remainder of the Contract Year;</li> <li>4. any material practical or logistical issues encountered by ActewAGL in providing the Services in that three month period; and</li> <li>5. any material practical or logistical issues that are expected to be encountered by ActewAGL in providing the Services in future periods.</li> </ol>
7.	<b>Insurance</b>	25	<p>\$20,000,000 of public liability insurance per claim and in aggregate.</p> <p>\$20,000,000 of professional indemnity insurance per claim and in aggregate.</p> <p>\$5,000,000 of Crimes Insurance per claim and if the policy has an aggregate claims limit, \$20,000,000 in aggregate.</p> <p>Workers compensation, as required by law.</p>
8.	<b>Address for Notices</b>	28	<p><b>ACTEW:</b></p> <p>Retail Services Contract Manager</p>

Item	Description	Clause	Details
			<p>Postal Address: GPO Box 366 Canberra ACT 2601</p> <p>ActewAGL House, Level 5 Bunda Street, ACT, 2600</p> <p>Email: CSCSA_Contract_Manager@actew.com.au</p> <p><b>ActewAGL:</b></p> <p>Contract Manager Customer Services and Community Support</p> <p>Postal Address: GPO Box 366 Canberra ACT 2601</p> <p>ActewAGL House, Level 3 Bunda Street, ACT, 2600</p> <p>Email: CSCSA_Contract_Manager@actewagl.com.au</p>

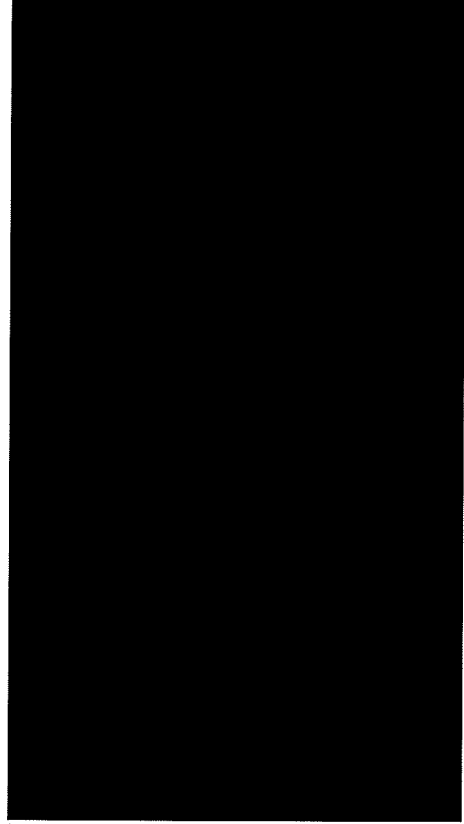


## Schedule 2 – Services

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<b>1.</b>	<b>Community Support Services</b>	<b>59</b>
1.1	BAU Services (Services 1 to 11)	59
1.2	NBAU Services	60
<b>2.</b>	<b>Customer Services</b>	<b>61</b>
2.1	BAU Services (Services 12 to 70)	61


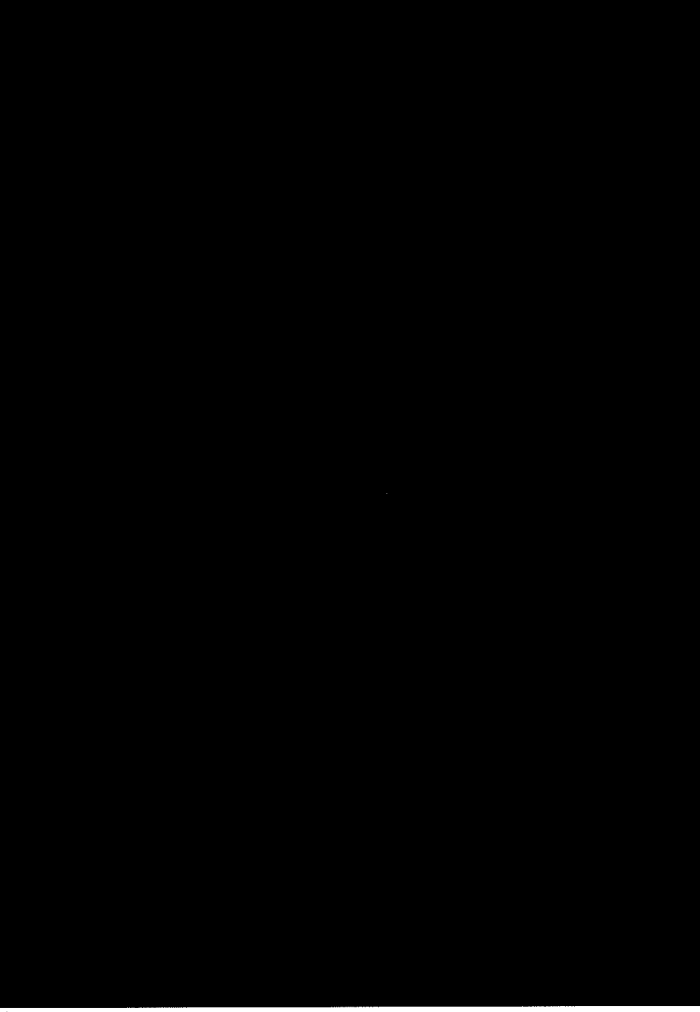
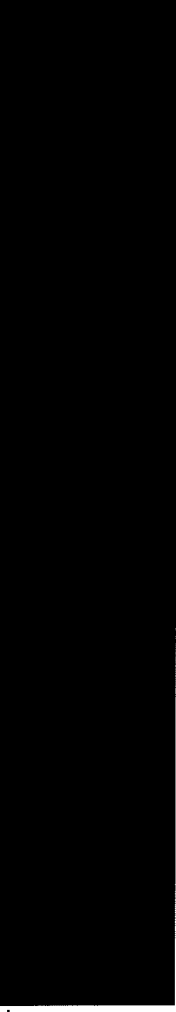
- 1. Community Support Services
- 1.1 BAU Services (Services 1 to 11)

<b>BAU Services</b>	
<b>Water Communication Campaigns</b>	
<ol style="list-style-type: none"><li>1. Community advertising as determined by ActewAGL to increase awareness of the risks associated with building near utility assets, including:<ol style="list-style-type: none"><li>a. "Dial before you dig"; and</li><li>b. "Scan before you plan".</li></ol></li></ol>	
<b>Corporate Communications</b>	
<ol style="list-style-type: none"><li>2. Provide communication services in the manner contemplated by clause 26.5 during events requiring the ActewAGL/ACTEW emergency management plan being enacted</li><li>3. Provision of water and wastewater related event management services as agreed 6 months in advance.</li><li>4. Coordination of the following water and wastewater related publications: fact sheets and brochures as agreed 6 months in advance. Facilitate the creation and publication of Essentials (quarterly) and Connected (monthly) which includes content (as agreed between the parties from time to time) being available for ACTEW's water and wastewater business.</li><li>5. Facilitate internal fundraising for various charities.</li></ol>	

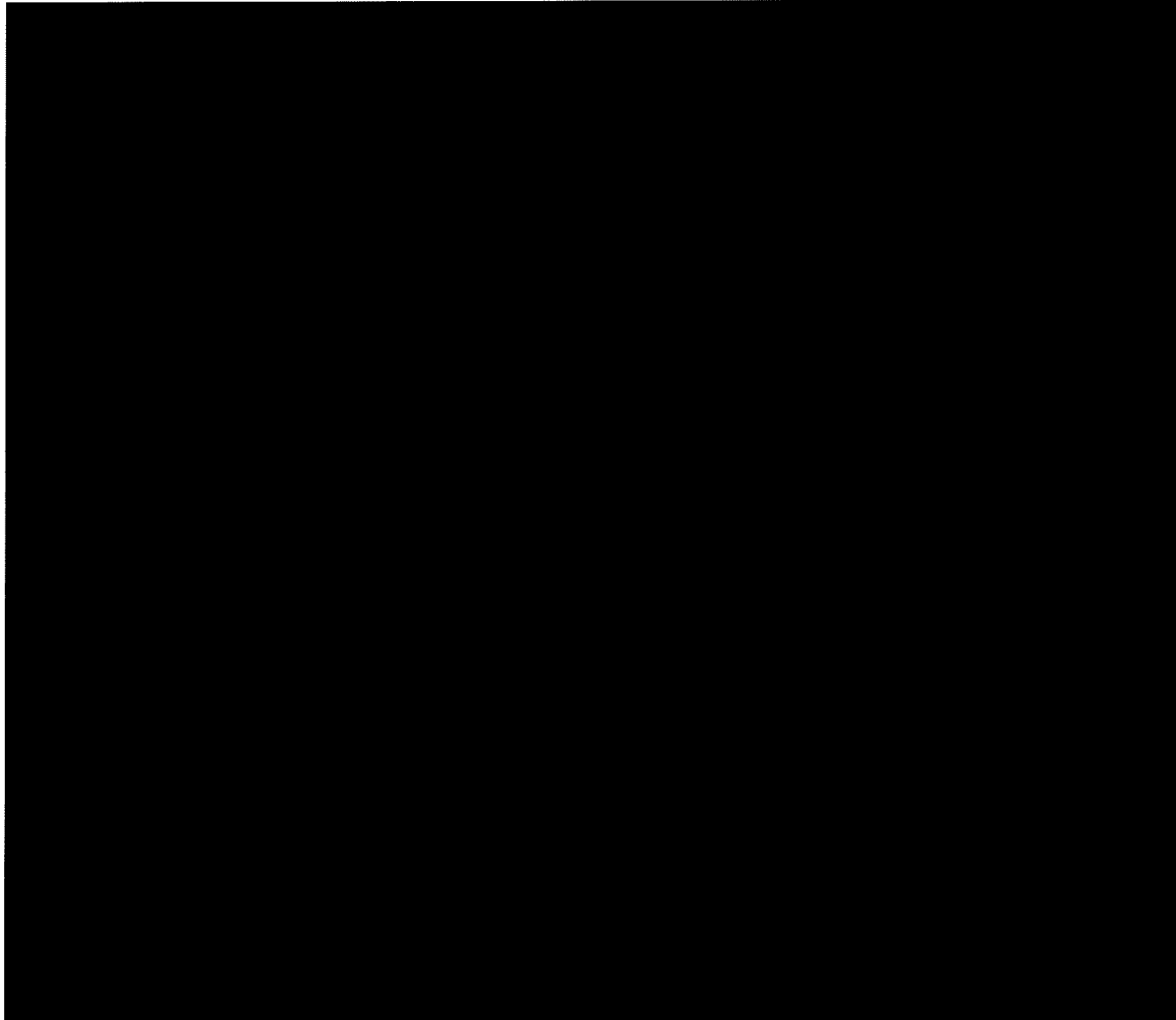
<p><b>BAU Services</b></p>	<p><b>Corporate Brand Sponsorships</b></p> <p>In each case, generally in accordance with the annual Community Support Budget prepared by ActewAGL in consultation with ACTEW:</p> <ol style="list-style-type: none"><li>6. Provide community and corporate sponsorships.</li><li>7. Provide sponsorship management services to effectively leverage the associated sponsorships above.</li><li>8. Provide a joint annual staff dinner for ActewAGL/ACTEW employees.</li><li>9. Arrange advertising for ACTEW in the white pages and yellow pages.</li><li>10. Facilitate an annual customer satisfaction survey including from water and wastewater perspective.</li><li>11. Provide graphic design services for promotional &amp; collateral activities as agreed in a six monthly plan.</li></ol>	
		

2. Customer Services

2.1 BAU Services (Services 12 to 70)

<p><b>BAU Services</b></p>	
<p><b>Account Management Services</b></p> <p>12. Manage ACTEW water and sewerage customer information.</p> <p>13. Manage ACTEW customer enquiries received by ActewAGL directly relating to account and invoicing matters.</p> <p>14. Process and maintain records of change of ownership, account and property creation.</p> <p>15. Undertake relevant obligations and responsibilities under the Utilities Act and the Consumer Protection Code directly relating to account management and customer information.</p> <p>16. Process the following applications:</p> <ul style="list-style-type: none"> <li>a. Conveyancing certificates -- request for charges (RFC); and special reads;</li> <li>b. Check read;</li> <li>c. Meter tests;</li> <li>d. Direct debit;</li> <li>e. Postal address changes;</li> <li>f. Tariff change; and</li> <li>g. Rebate and life support.</li> </ul> <p>17. Undertake relevant obligations and responsibilities required for the administration of the Water and Sewerage Rebate Agreement held between ActewAGL and The Australian Capital Territory (Community Services Directorate).</p> <p>18. Provide ACTEW with a monthly account management report.</p>	
<p><b>Account Management Services – Meter Reading</b></p> <p>19. Manage and update meter installation details including records of meter removal and installation performed by ACTEW.</p> <p>20. Provide meter reading functions, including:</p>	

<b>BAU Services</b>	
<p>a. Route management; and                      b. Meter reading route downloading/uploading.</p> <p>21. Manage and update meter reading results for the purpose of billing customers, including:</p> <p>a. Monthly and quarterly reads;                      b. Return visits when required;                      c. Special reads when required; and                      d. Check reads.</p> <p>22. Maintain and report on meter details including recording any defective or damaged meters and report daily any new meter defects identified.</p> <p>23. Provide ACTEW with a monthly meter reading report.</p>	
<p><b>Billing Services</b></p> <p>24. Manage and maintain ACTEW customer billing related services utilising the published schedule of charges for supply and usage rates.</p> <p>25. Pass through rebates and life support concessions as determined by The Australian Capital Territory (Community Services Directorate).</p> <p>26. Apply interest charges, using court interest rates on overdue amounts.</p> <p>27. Manage and maintain billing related services for non-potable water customer accounts.</p> <p>28. Manage and maintain billing related services for metered/unmetered standpipes.</p> <p>29. Manage the provision of conveyancing certificates.</p> <p>30. Produce bill and overdue notice files and provide these to an external agency for processing and lodgement with Australia Post.</p> <p>31. Where necessary, undertake account adjustments to a customer's bill (by either journal or bill reversal entry).</p> <p>32. Process customer refunds.</p>	



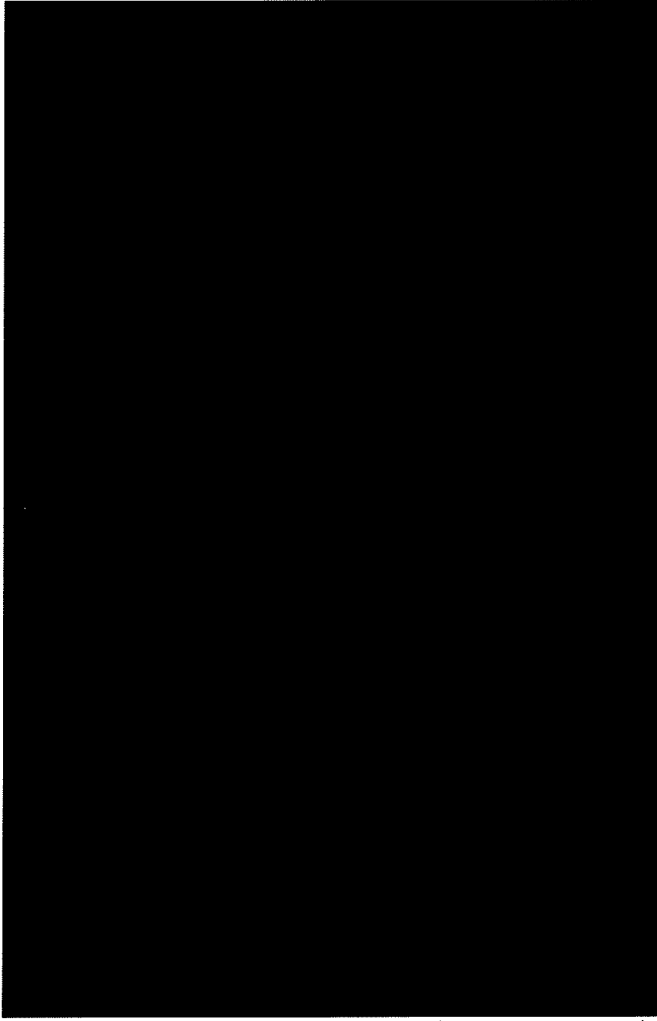
<p><b>BAU Services</b></p>	<p><b>Cash Collection Services</b></p> <p>33. Manage the collection, processing and banking of ACTEW receipts received by ActewAGL or its agents (including ActewAGL Distribution at the Greenway depot) on account of bills and notices sent to customers.</p> <p>34. Manage the processing and banking of miscellaneous ACTEW receipts received by ActewAGL.</p> <p>35. Manage the processing of payments made directly into ActewAGL bank account (Priors) relating to ACTEW customer accounts.</p> <p>36. Maintain relevant security in relation to credit card details held in billing systems.</p> <p>37. Process payment channel files the same day as received by ActewAGL from an agency payment channel provider.</p> <p>38. Transfer all ACTEW funds received by ActewAGL relevant to ACTEW into the ACTEW bank account within 24 hours of processing by ActewAGL.</p>	<p><b>Customer Contact Services</b></p> <p>39. Manage the operation of a customer contact centre (which operates during advertised hours determined by ActewAGL) for account and bill enquiries/updates and registering complaints.</p> <p>40. Manage ACTEW customer service account enquiries received by ActewAGL, including responding to written enquiries received by ActewAGL.</p> <p>41. Transfer other customer enquiries to ACTEW for actioning which relate to:</p> <ul style="list-style-type: none"> <li>a. Faults;</li> <li>b. Emergencies;</li> <li>c. Assets; and</li> <li>d. Field workers.</li> </ul> <p>42. Operate the ACTEW switchboard (during the advertised</p>
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<p><b>BAU Services</b></p>	<p>Business Hours which may only be varied by ACTEW with ActewAGL's prior written consent).</p> <p>43. Provide 'counter' services in the ActewAGL Home Connect Stores location(s) during business hours and weekend working hours determined by ActewAGL.</p> <p>44. Provide ACTEW with a monthly report on calls answered within 30 seconds and call centre abandonment rates.</p>	<p><b>Complaints Management Services</b></p> <p>45. Manage, record and use reasonable endeavours to achieve the timely resolution of ACTEW customer complaints directly relating to account and billing.</p> <p>46. Promptly assign complaints relating to ACTEW water assets and faults to ACTEW for actioning.</p> <p>47. Report to ACTEW on the number of customer complaints processed against ActewAGL upon request by ACTEW.</p> <p>48. Promptly advise ACTEW of any material issues of which ActewAGL becomes aware arising from customer complaints.</p> <p>49. Provide complaints management services to comply with Australian Standard – ISO 10002-2006 <i>Customer satisfaction - Guidelines for complaints handling in organisations</i> and the Consumer Protection Code.</p> <p>50. Provide ACTEW with a six-monthly report on complaints management services and compliance with the Consumer Protection Code.</p>	<p><b>Credit Management Services</b></p> <p>51. Provide automated debt recovery actions, including the automatic generation of reminder and final notices for outstanding accounts.</p> <p>52. Provide manual debt recovery actions, including follow up correspondence and referral to collection agencies.</p> <p>53. Manage the legal process in relation to debt collection in accordance with the Schedule of Authority.</p>
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<p><b>BAU Services</b></p> <p>54. Manage the restriction process and associated billing of fees in accordance with the Consumer Protection Code and ACAT.</p> <p>55. Monitor interest applied to customer accounts by performing monthly checks on system generated reports.</p> <p>56. Provide ACTEW with a monthly credit management report.</p>	
<p><b>ACT Civil and Administrative Tribunal (ACAT)</b></p> <p>57. Coordinate and manage timely resolution of financial hardship, general complaints and hearing information received by ActewAGL as and when required.</p> <p>58. Upon receiving request from ACAT, process ACAT waiver customer account charges.</p> <p>59. Respond to ACAT requests including the removal of restrictions.</p>	
<p><b>Community Service Obligations (“CSOs”)</b></p> <p>60. Manage the recovery of CSO rebates issued from the ACT Government including:</p> <ul style="list-style-type: none"> <li>a. Pension and life support rebates;</li> <li>b. Half price water and sewerage rebates for charitable and benevolent institutions, churches and hospitals; and</li> <li>c. ACAT waivers.</li> </ul> <p>61. Use reasonable endeavours to recover amounts due and payable from The Australian Capital Territory (Community</p>	

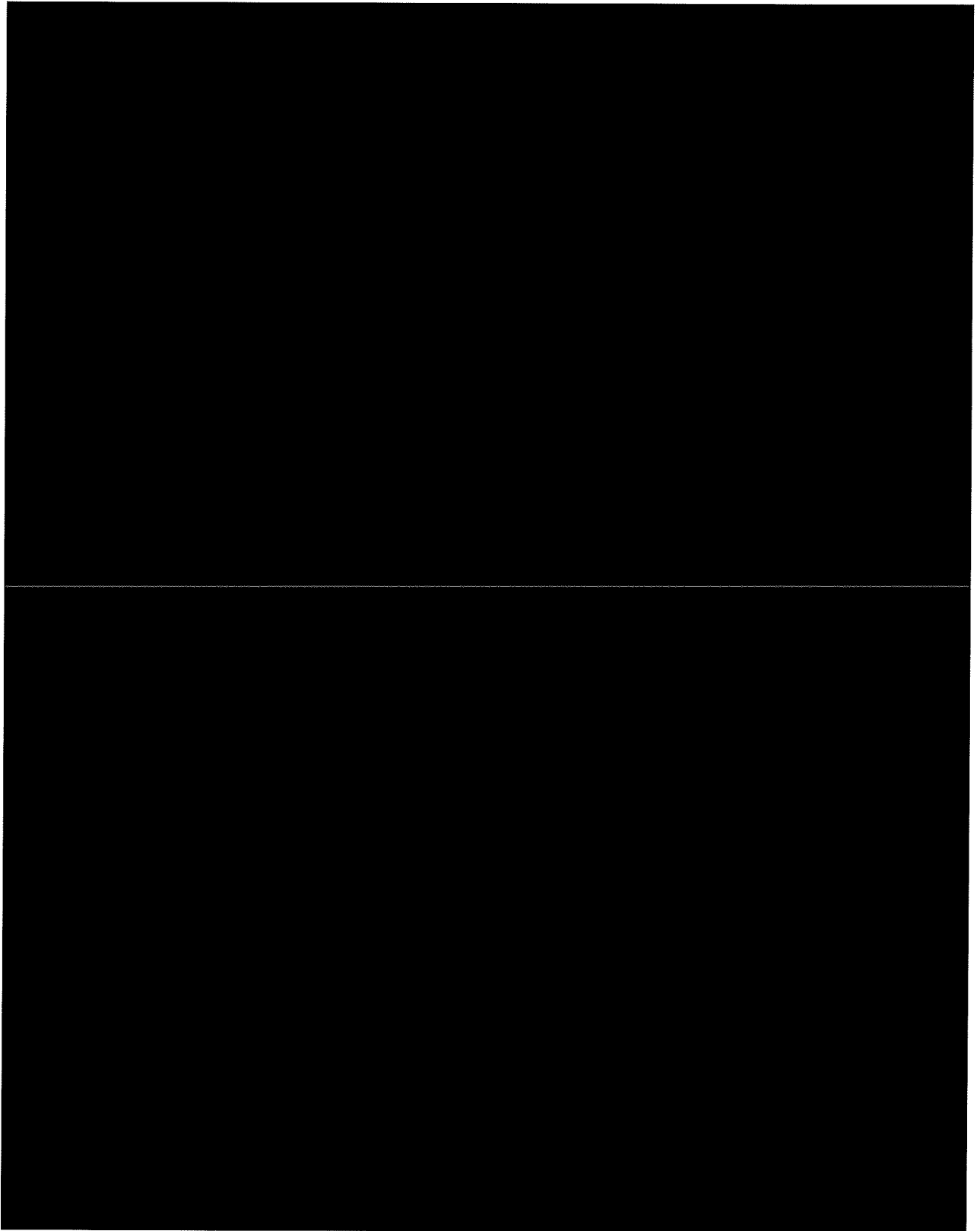
<p><b>BAU Services</b></p>	
<p>Services Directorate).</p> <p><b>Billing System Management</b></p> <p>62. Provide monthly reports on sales and debtor results.</p> <p>63. Prepare daily interface files for general ledger entries.</p> <p>64. Update the ePayplus site to ensure up to date customer billing information.</p>	
<p><b>Contract Management Service</b></p> <p>65. Provide the following services and manage the related contracts:</p> <ul style="list-style-type: none"> <li>a. Route management and meter reading;</li> <li>b. Bill and notice print and presentment, ad hoc mail outs and bill insertion as agreed with ACTEW;</li> <li>c. Receipting of payments through payment channel providers;</li> <li>d. Security services relating to physical cash collection from depot;</li> <li>e. Australian Capital Territory sponsored schemes including pensioner and life support rebates (as agent for ACTEW);</li> <li>f. Debt collection services (as agent for ACTEW);</li> <li>g. Benchmarking services for call centre; and</li> <li>h. Customer management and billing system.</li> </ul>	
<p><b>Data Storage and Protection Services</b></p> <p>66. Provide storage of Customer Data collected for the provision of the Services including:</p> <ul style="list-style-type: none"> <li>a. maintaining an appropriate currency of data storage software, media, equipment and systems; and</li> <li>b. when upgrading to a new software version, ensuring Customer Data migrated to the new software version can be read with reasonable functionality by the new version.</li> </ul> <p>67. Provide relevant protection of Customer Data collected and maintained for the provision of the Services including</p>	

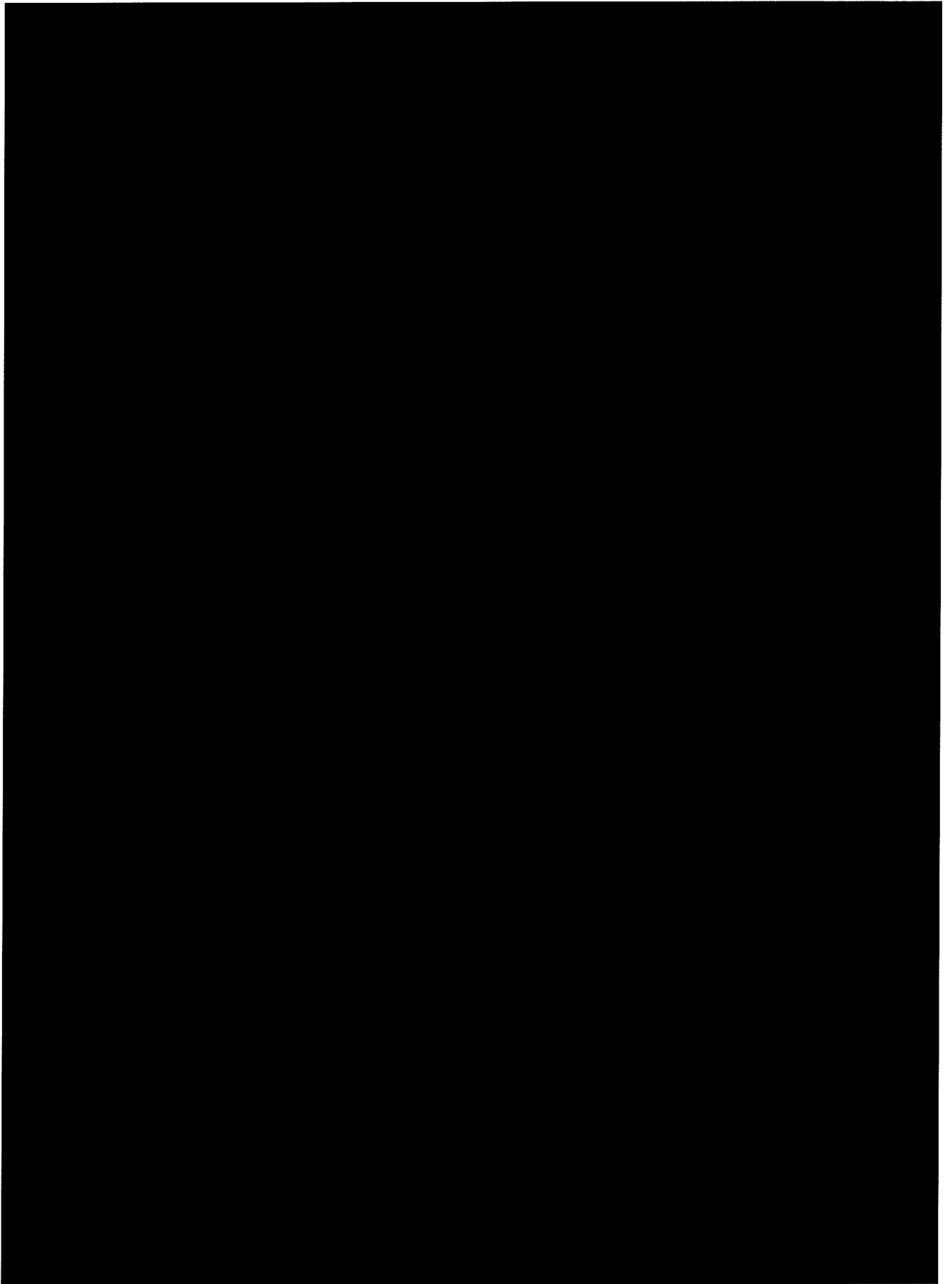
<p><b>BAU Services</b></p>	<p>reasonable practicable steps to maintain procedures for the handling, disposal, storage and protection of Customer Data from misuse and unauthorised access including:</p> <ul style="list-style-type: none"><li>a. maintain virus protection software;</li><li>b. initiate corrective measures where Customer Data has been lost, damaged or compromised; and</li><li>c. provide back-up facilities for the purposes of ensuring that Customer Data can be recovered in the event of data equipment failure or damage.</li></ul>	<p><b>Other Services</b></p> <ul style="list-style-type: none"><li>68. Perform ACTEW bank account reconciliations monthly.</li><li>69. Assist in annual WSAA reporting requirements.</li><li>70. Maintain records directly related to the provision of the Services in compliance with the <i>Territory Records Act 2002 (ACT)</i>.</li></ul>
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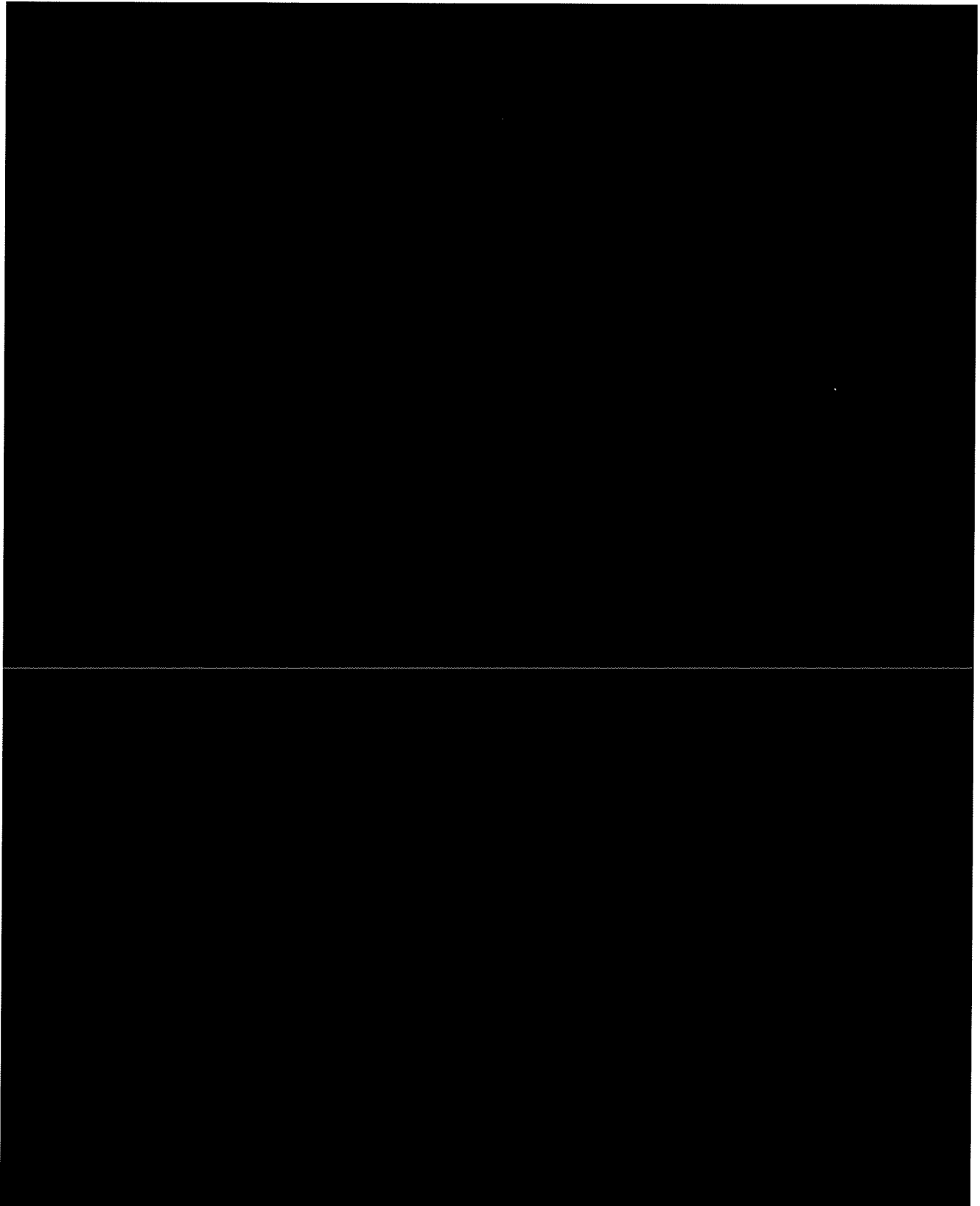


## Schedule 3 – Fees

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# Schedule 4 – Request for proposal and template proposal

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## Request for Additional Service – Form

*For each Additional Service requested, complete a separate Request. Request's must include the Items but need not be set out in the precise format as listed below.*

*Date each and number consecutively.*

Date issued: [insert details]

Schedule Number: [insert number]

### Item 1: Description of Additional Services

*Insert a complete and detailed statement of the Additional Services requested (including whether the Additional Services are requested to be treated as BAU Services from a future date).*

### Item 2: Timeframe for the Additional Services

*Insert timeframe for requested completion of the Additional Services. Give details here if: (a) there is a critical or particular commencement or completion date required or (b) the timeframes for performance are Urgent or Critical.*

### Item 3: Additional Services to become BAU Services

*Insert date from which the Additional Services are to be treated as BAU Services. Otherwise insert not applicable.*

### Item 4: Requesting Officer

*Insert name of ACTEW person requesting these particular Services.*

### Item 5: Representatives

	ActewAGL Representative	ACTEW Representative
Name:		
Position:		
Phone number:		
Fax number:		
Email:		

### Item 6: Any other relevant information

*Insert nature of any specific information requested by ACTEW*

### Item 7: KPIs

*Insert any KPIs that ACTEW request for these particular Services.*

**Item 8: Intellectual Property**

*Insert proposal on intellectual property*

**Signed by:**

**ACTEW Representative**

**Dated:** \_\_\_\_\_

## Response to proposal for Additional Services – Form

*For each Additional Service requested, complete a separate Proposal. Proposal's must include the Items but need not be set out in the precise format as listed below.*

*Date each and number consecutively.*

Date issued: [insert details]

Schedule Number: [insert number]

### Item 1: Description of Additional Services

*Insert a complete and detailed statement of the Additional Services (including whether the Additional Services are to be treated as BAU Services from a future date).*

### Item 2: Timeframe for the Services

*Insert timeframe for completion of the Additional Services. Give details here if: (a) there is a critical or particular commencement or completion date required or (b) the timeframes for performance are Urgent or Critical.*

### Item 3: Additional Services to become BAU Services

*Insert date from which the Additional Services are to be treated as BAU Services. Otherwise insert not applicable.*

### Item 4: Responding Officer

*Insert name of ActewAGL person responsible for the response to the request for Additional Services.*

### Item 5: Representatives

	ActewAGL Representative	ACTEW Representative
Name:		
Position:		
Phone number:		
Fax number:		
Email:		

### Item 6: Fees

*Insert details of Additional Services Fees to be paid by ACTEW to ActewAGL. Fees should be stated on a GST exclusive basis.*

*If the Additional Services are to be treated as BAU Services from a future date, insert details of any BAU Services Fee adjustments that are to apply.*

*Insert if the Additional Services Fees are subject to escalation.*

*Insert proposed payment period (e.g. monthly, quarterly)*

### Item 7: Allowances and Costs

*Specify details of other financial obligations ACTEW will cover (eg. travelling allowances or printing and production costs).*

**Item 8: Intervals for Tax Invoices**

*Specify invoicing procedure to be followed by ActewAGL.*

**Item 9: Material to be provided by ACTEW**

*Specify ACTEW Material required to be provided to ActewAGL by ACTEW.*

**Item 10: Fee Review**

*Specify how the fees are to be increased each year if different to how set out in the Contract.*

**Item 11: Special Conditions and Assumptions**

*Insert any special terms and conditions and assumptions that apply to these Additional Services.*

**Item 12: KPIs**

*Insert any KPIs proposed for these particular Services.*

**Item 13: Intellectual Property**

*Insert proposal on intellectual property (if any).*

**Signed by:**

**ActewAGL Representative**

**Dated:** \_\_\_\_\_

<p><b>Accepted by</b></p> <p><b>ACTEW</b></p> <p><b>Dated:</b> _____</p>
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# Schedule 5 – Transition out plan requirements

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## 1. Transition Out Plan requirements

Minimum requirements for the Transition out plan include:

- (a) details of any transitional services managers and teams;
- (b) business and user testing regime;
- (c) transition dependencies, including any information, systems and materials that ActewAGL requires to provide the transition services;
- (d) the terms of the licence under which ACTEW may continue to use Contract Material (other than ACTEW Contract Material) after the Term and/or the transition out period;

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- (f) risk identification (linked to a risk management log);
  - (g) facility requirements;
  - (h) system requirements (including system scoping);
  - (i) desktop (Microsoft, or any replacement) requirements;
  - (j) telephony requirements;
  - (k) employee / HR requirements;
  - (l) contract requirements;
  - (m) support period;
  - (n) any reasonable extension of the access rights beyond those that are contained in clause 24.1 to reflect the period of transition out;
  - (o) any reasonable extension of the books and records obligation in clause 22 to reflect the period of transition out; and
  - (p) the arrangements under which ACTEW are provided with copies of customer correspondence.

# Schedule 6 – Schedule of Authority

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Nil.



# Annexure A – ACTEW Water Trademark Licence Agreement