

2018

**THE LEGISLATIVE ASSEMBLY FOR THE
AUSTRALIAN CAPITAL TERRITORY**

**RESPONSE TO RECOMMENDATION NO.54 OF
THE SELECT COMMITTEE ON ESTIMATES 2017-18 REPORT**

**ICON WATER LIMITED CUSTOMER SERVICES AND COMMUNITY SUPPORT
AGREEMENT**

**Presented by
Mr Andrew Barr MLA
Treasurer
February 2018**

EXECUTION VERSION

Customer Services and Community Support Agreement

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,
 ACT 2600

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**

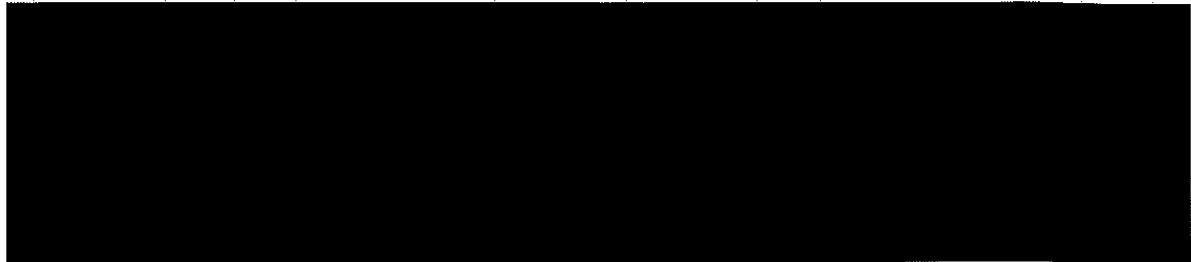
Background

- 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 [REDACTED], 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

Agreed Terms	5
Part A – Contract	5
1. Definitions and interpretation	5
2. Priority of Contract documents	15
3. Condition Precedent	16
4. Duration of Contract	16
Part B – Services	
8. Obligations of ACTEW	20
9. Provision of Services	21
10. Utilities Act and Authorisations	24
11. Agency	25
Part C – General requirements	
14. Monitoring progress	30
15. ACTEW Material	31
16. Intellectual Property Rights	31
18. GST	35
20. Confidentiality	40
21. Protection of personal information	41
23. Audit	42
24. Access	43
25. Insurance	43
26. Unforeseen events	44

28. Notices and other communications	46
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34. Survival	54
35. Miscellaneous	54
36. Publicity and Media	55
Schedule 1 – Contract Details	56
Schedule 2 – Services	58



Schedule 4 – Request for proposal and template proposal	71
Schedule 5 – Transition out plan requirements	75
Schedule 6 – Schedule of Authority	76

Agreed Terms

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:

ACT Civil and Administrative Tribunal (ACAT)	is the tribunal established under the <i>ACT Civil and Administrative Tribunal Act 2008 (ACT)</i> .
ACTEW Business	the water, wastewater and recycled water business and any other water or wastewater-related business conducted by ACTEW after the Completion Date.
ACTEW Claims	has the meaning given in clause 19.3(a).
ACTEW Contract Material	has the meaning given in clause 16.3.
ACTEW Material	any Material provided to ActewAGL by ACTEW for the purposes of this Contract.
ACTEW Representative	the person identified in item 1 of Schedule 1 or their authorised delegate.
ACTEW Water Trademark	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.
ACTEW Water Trademark Licence Agreement	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.
ActewAGL Distribution	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.
ActewAGL Representative	the person identified in item 2 of Schedule 1 or their authorised delegate.

ActewAGL Software	Software (including source or object code) which ActewAGL owns and which ActewAGL uses in the performance of the Services.
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Additional Services	any additional services to be provided by ActewAGL set out in a proposal signed by both parties pursuant to clause 5.
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Advisers	<ul style="list-style-type: none"> (a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
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Agency Proceedings	has the meaning given in clause 11.6.
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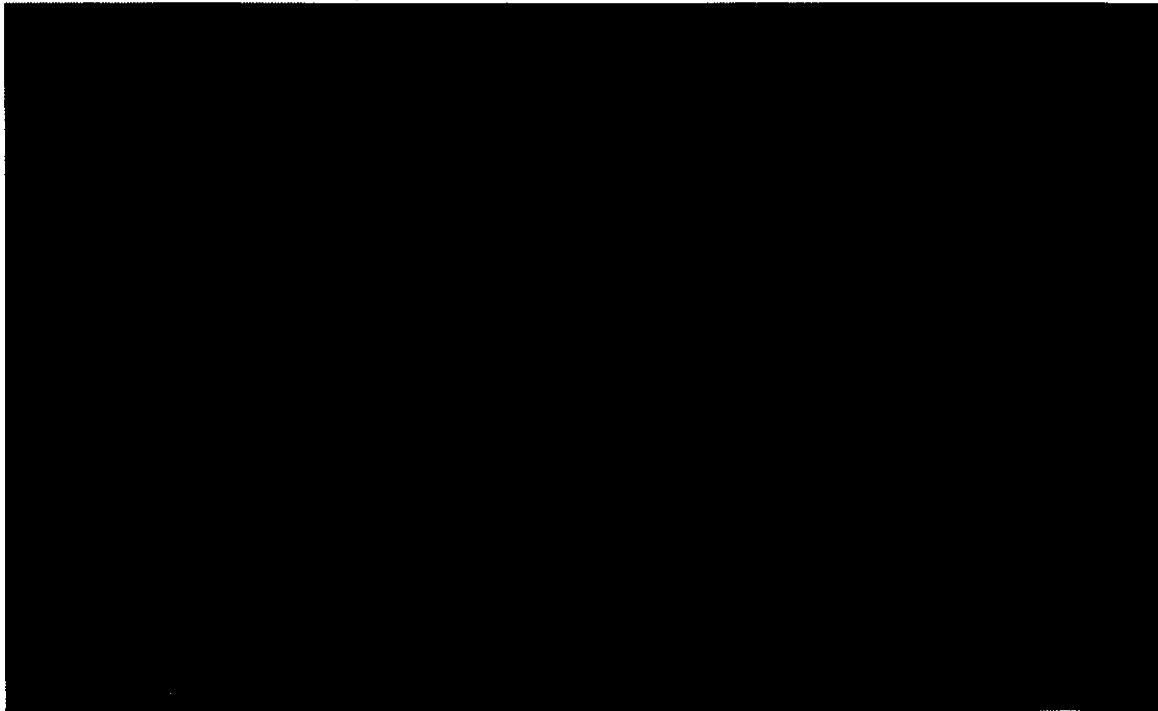
Agreed Terms	clauses 1 to 36 of this Contract which set out terms and conditions agreed by the parties.
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Authorisation	includes any authorisation, approval, consent, licence, permit, franchise, permission, notification, application, filing, registration, lodgement, agreement, notarisation, certificate, authority, resolution, direction, declaration or exemption from, by or with a Government or Authority.
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Business as Usual (BAU) Services	<ul style="list-style-type: none"> (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.
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Business Day	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> .
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Business Hours	from 8.30am to 5.00pm on a Business Day unless otherwise agreed in writing by the parties.
Change of Control	in respect of a person (First Person), that a person (whether alone or in conjunction with others) becomes in a position to Control the First Person where they did not Control the First Person at the Commencement Date.
Claim	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.
Claim Notice	the written notice of a Claim setting out reasonable details of the Claim (to be extent known) including: <ul style="list-style-type: none"> (a) the nature of the Claim; (b) the facts, matters, events or circumstances resulting in the Claim; and (c) a bona fide estimate of the likely amount of the Claim and the basis for that estimate.
Commencement Date	the date on which this Contract commences, as specified in item 3 of Schedule 1.
Community Support Budget	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.
Community Support Participants	each of ACTEW, ActewAGL and ActewAGL Distribution.
Community Support Services	the community support services set out in 1.1 of Schedule 2 (being BAU Services #1 to #11).
Confidential Information	information that: <ul style="list-style-type: none"> (a) is by its nature confidential; (b) is designated by a party as confidential; or (c) a party knows or ought to know is confidential, (d) but does not include: (e) information that is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation of the parties.



Contract	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.
Contract Material	any Material created by ActewAGL on or following the Commencement Date for the purpose of performing its obligations under this Contract.
Contract Year	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).
Control	<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"> (a) control more than 50% of the membership of the board of directors or other governing body of the corporation; (b) control more than 50% of its voting shares; or (c) otherwise direct or cause the direction of the management and policies of the corporation, <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>
Corporate Services Agreement	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.

Corporations Act	the <i>Corporations Act 2001</i> (Cth) as amended or modified from time to time.
Costs	includes costs and expenses, unrecovered capital expenditure and the internal costs of ActewAGL or ACTEW, as the case may be (including overheads and administration).
Customer	any person who receives water, wastewater or recycled water services under a contract with ACTEW.
Customer Data	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.
Customer Services	the customer services set out in 2.1 of Schedule 2 (being BAU Services #12 to #65).
Emergency	<p>an event:</p> <ul style="list-style-type: none"> (a) that causes, or is likely to cause: <ul style="list-style-type: none"> (i) a Health Alert Condition; or (ii) any material damage or want of repair; or (b) adversely affecting in a material respect, or endangering, any one or more of: <ul style="list-style-type: none"> (i) the health or safety of persons; (ii) customer services; (iii) any part of the Network; (iv) private or public property; or (v) the environment, <p>including an emergency under the <i>Emergencies Act 2004</i> (ACT).</p>
Employees	the employees of ActewAGL that are wholly or partly engaged in the provision of the relevant Services to ACTEW under this Contract.
End Date	the date on which this Contract ends, as specified in item 4 of Schedule 1.
Final Decision	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).

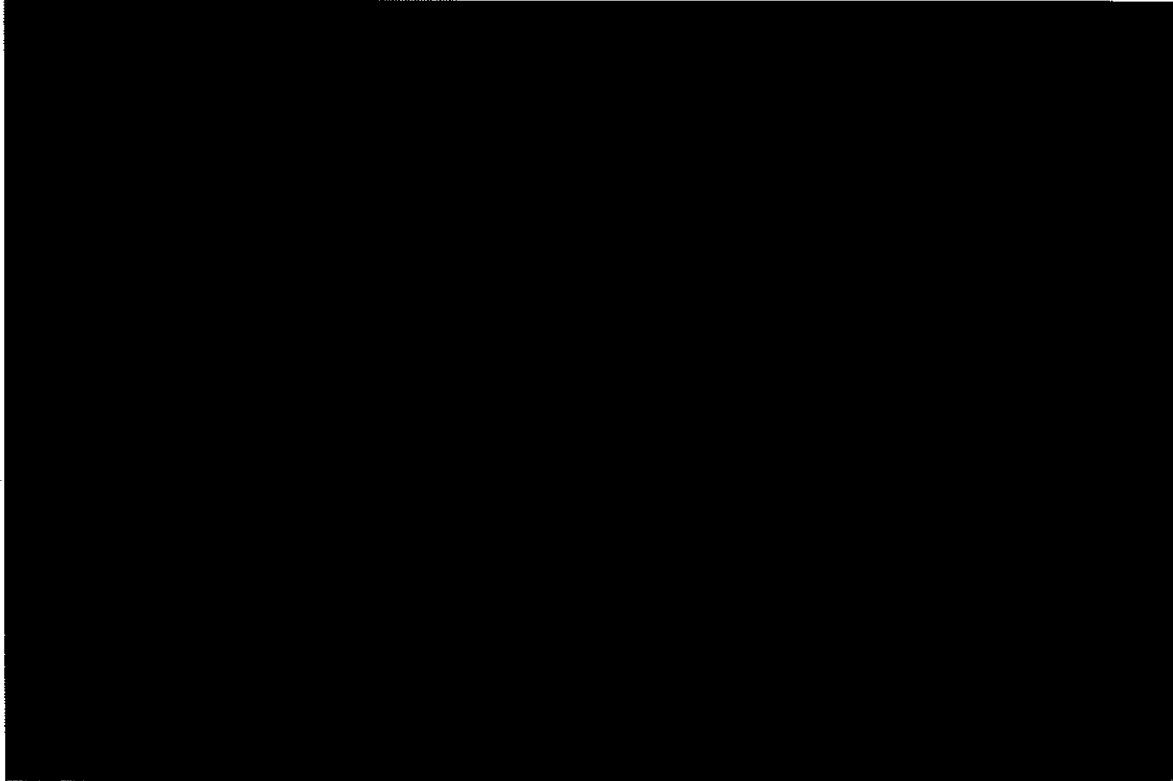
Government or Authority	the Commonwealth of Australia, any Australian State or Territory, any local government, any minister, department, statutory authority, corporation or agency and any other governmental corporation, agency or body with authority over the relevant party, including the ICRC.
Health Alert Condition	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.
ICRC	the Independent Competition and Regulatory Commission established under the <i>Independent Competition and Regulatory Commission Act 1997</i> (ACT).
Incoming Service Provider	ACTEW or a third party nominated by ACTEW for the purposes of clause 33.1.
Insolvent	<p>ACTEW is Insolvent if:</p> <ul style="list-style-type: none"> (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); (b) it has had a Controller (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; (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); (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; (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; (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 (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.

	<p>ActewAGL is Insolvent if:</p> <ul style="list-style-type: none"> (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 (i) ActewAGL were a body corporate it would be regarded as 'Insolvent'.
Interest Rate	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%.
Intellectual Property Rights	<p>all intellectual property rights, including:</p> <ul style="list-style-type: none"> (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; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (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>whether or not such rights are registered or capable of being registered.</p>
Key Performance Indicators or KPIs	the key performance indicators for a particular BAU Service, set out in Schedule 2 and any key performance indicators agreed for an Additional Service.
Law	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.
Liabilities	liabilities, losses, damages, outgoings, costs and expenses of whatever description and whether past, historic, present, immediate or future.

Material	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.
Material Adverse Effect	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.
New Material	Material created by a party independently of the provision of Services under this Contract after the date of this Contract.
Partnership	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.
Partnership Agreement	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).
Pre-existing Material	Material owned by a party before the Commencement Date.
Privacy Act	the <i>Privacy Act 1988</i> (Cth), as amended or modified from time to time.
Public Health Act	the <i>Public Health Act 1997</i> (ACT), as amended or modified from time to time.
Publicity Policy	the policy agreed by the parties from time to time relating to publicity of the ACTEW Business, including media and other announcements.
Regulatory Period	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"> (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 (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.
Relevant Provisions	clauses 9.1(b), 9.1(f), 9.1(i), 9.1(j), 11.2(a), and 11.4.
Retail Contract Governance Group	has the meaning given in clause 14.

Schedule of Authority	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.
Schedules	the schedules to this Contract.
Services	the services provided, or to be provided, under this Contract, being: <ul style="list-style-type: none"> (a) the BAU Services; and (b) any Additional Services set out in a proposal signed by both parties pursuant to clause 5.
Severance and Redundancy Costs	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.
Software	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.
Staff Services Agreement	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).
Term	the period from the Commencement Date to the End Date.
Third Party Contract	any contract (or type of contract) agreed by the parties in writing to be a 'Third Party Contract' for the purposes of this Contract.
UMA	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.

Utilities Act	the <i>Utilities Act 2000</i> (ACT), as amended or modified from time to time.
Umbrella Agreement	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 Mergeco 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).



Wilful Misconduct	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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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

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

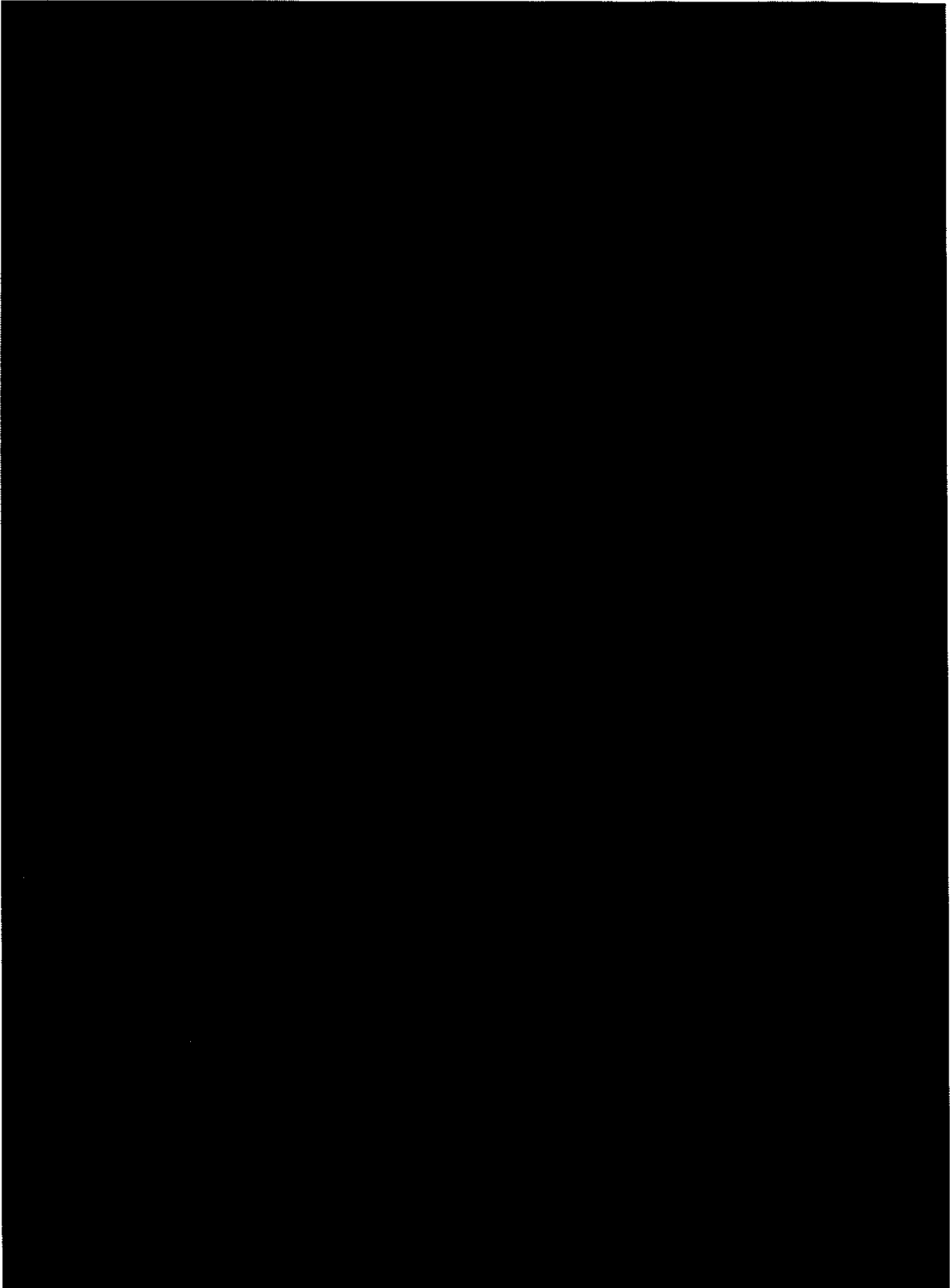
On termination of this Contract under clause 3.2:

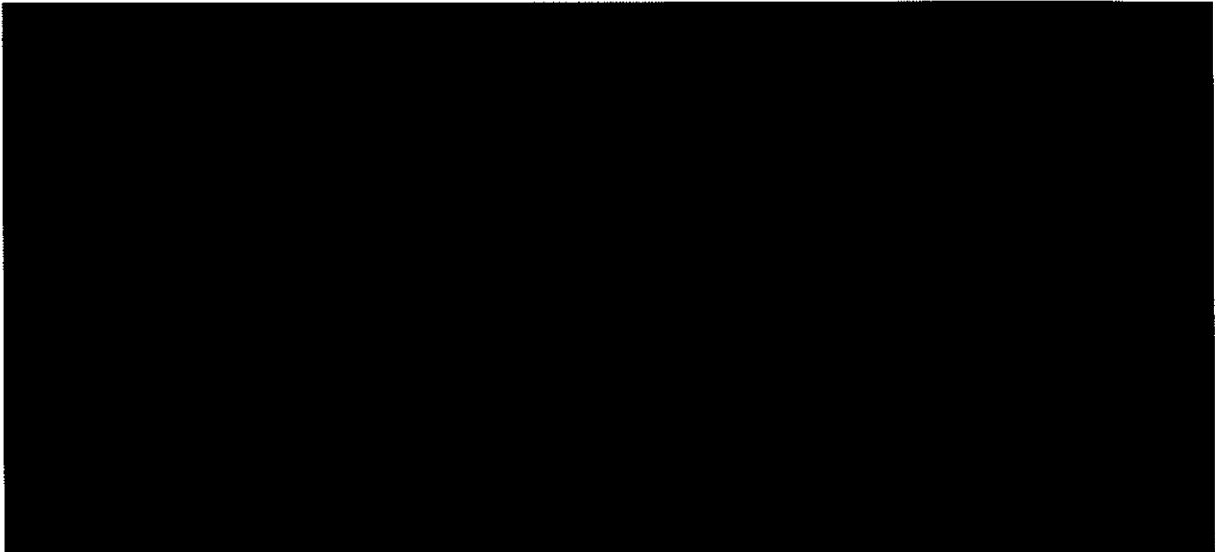
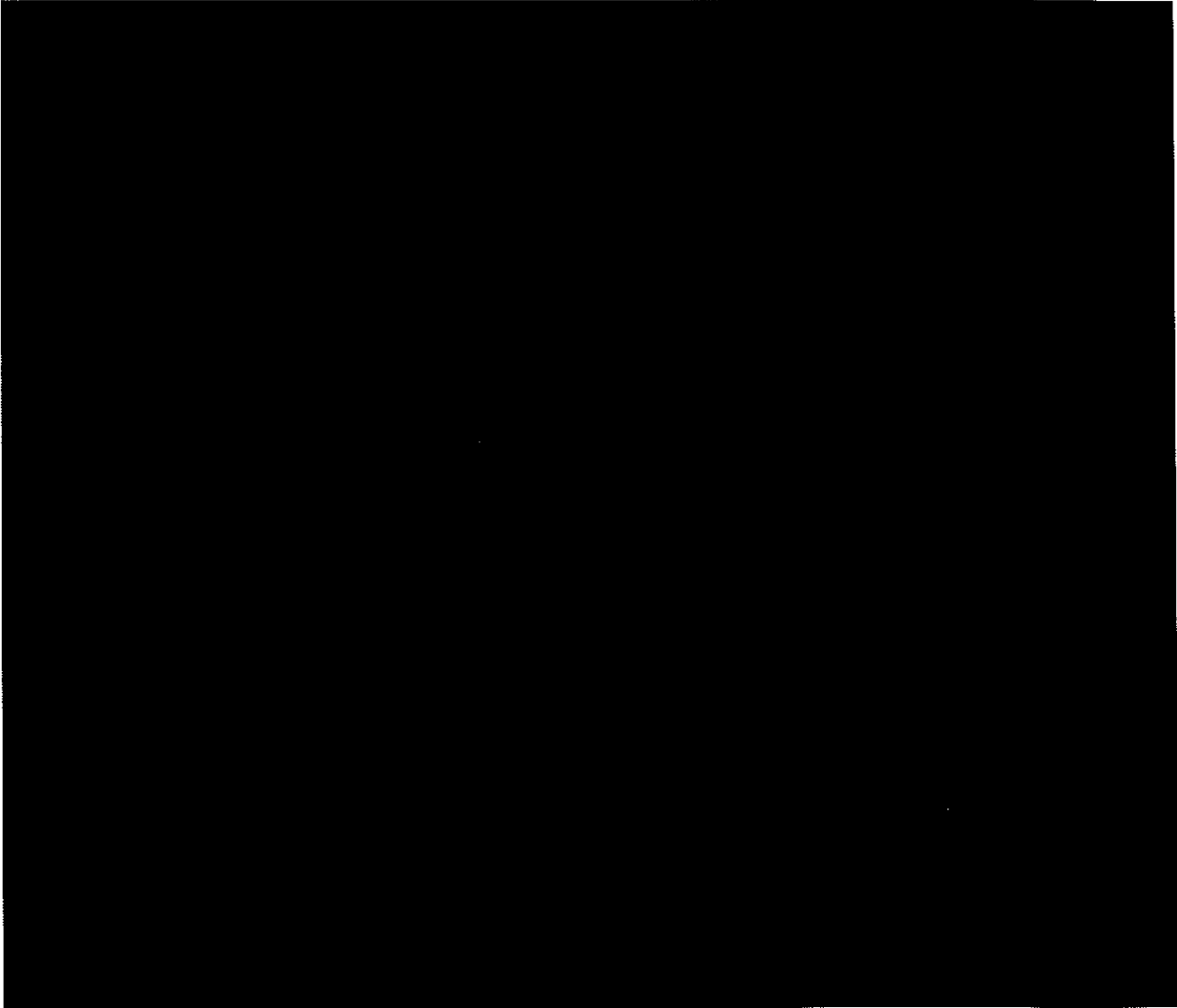
- (a) clauses 28 and 35 continue to apply; and
- (b) subject to clause 3.3(a) the parties are released from further performing their obligations under this Contract.

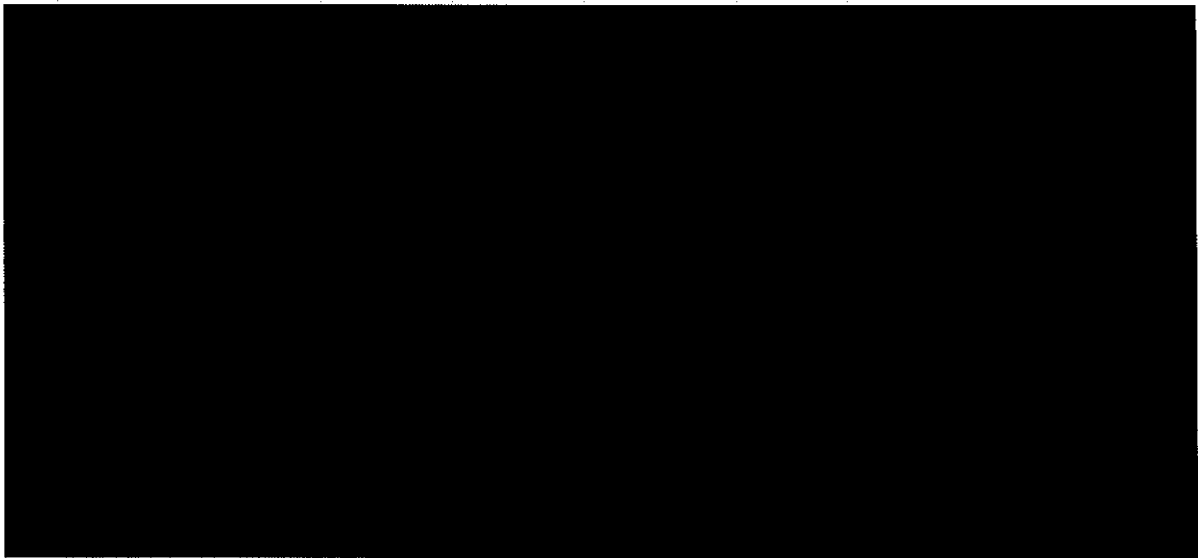
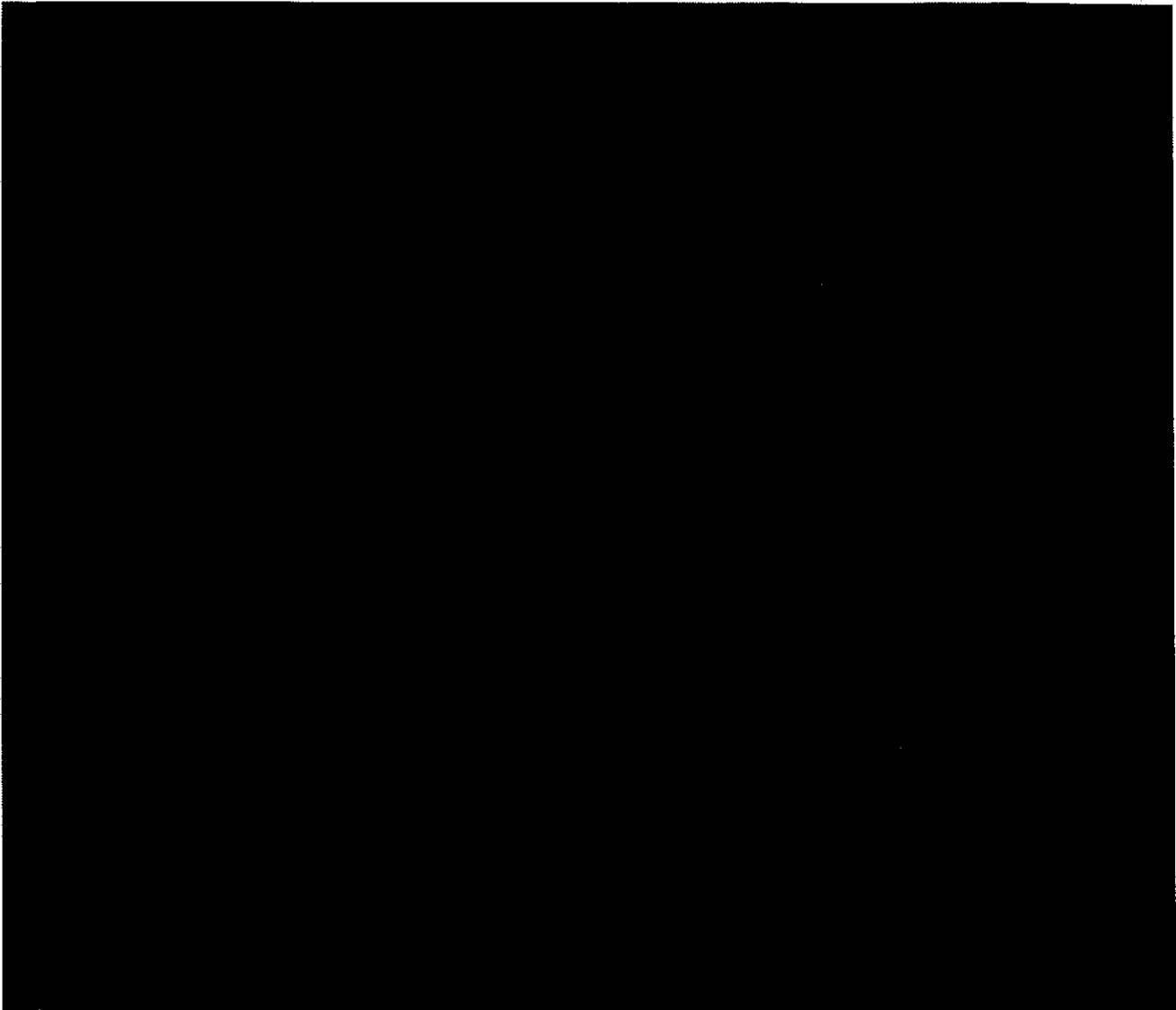
4. Duration of Contract

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









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.

9.3 Advisory services only

ACTEW acknowledges and the parties agree that:

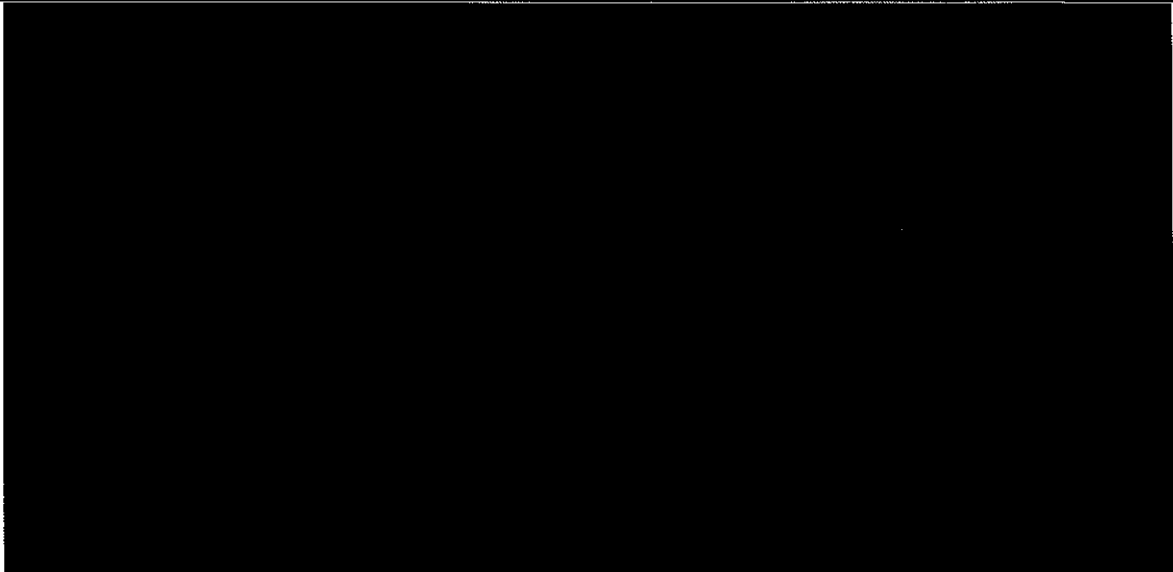
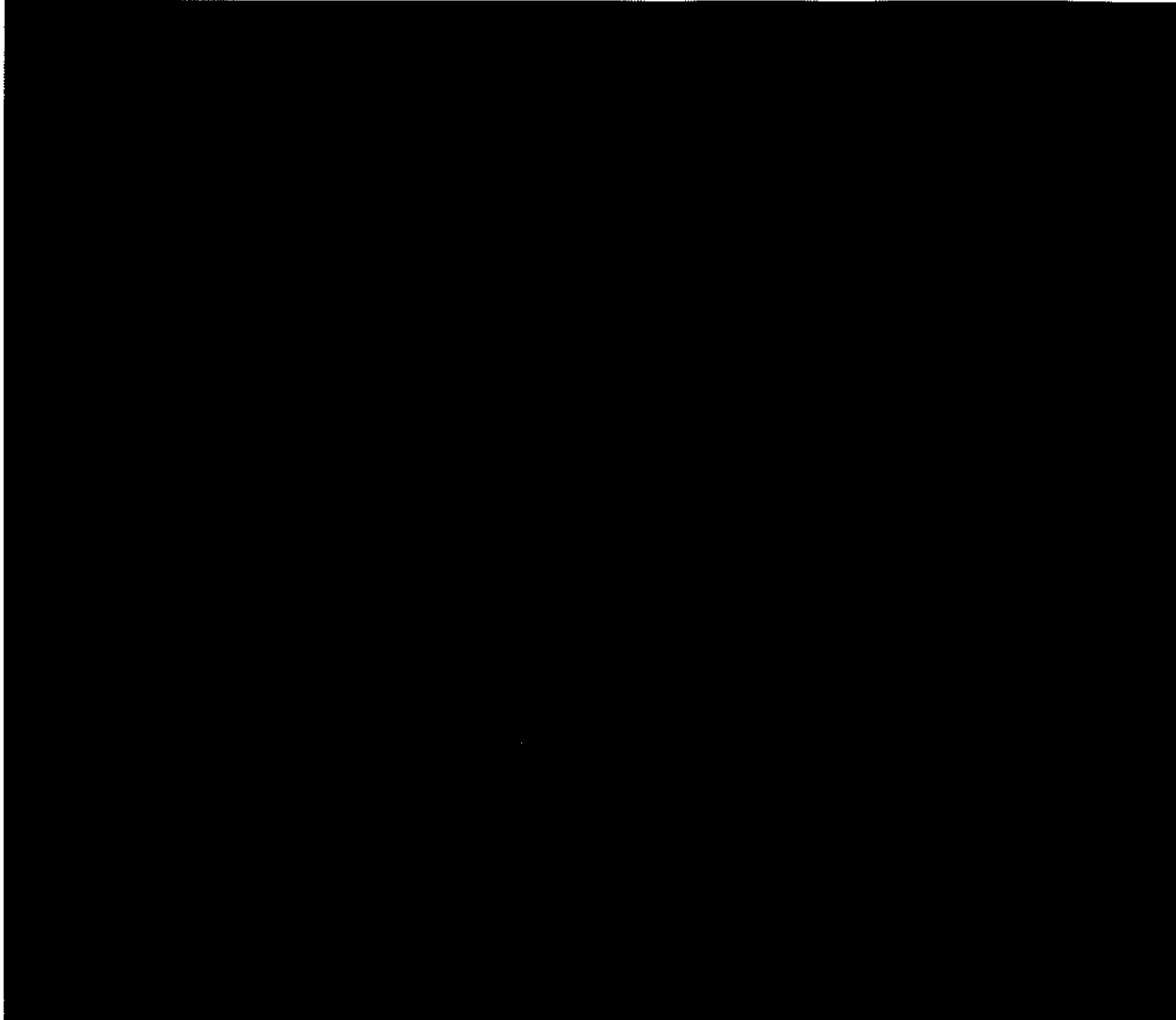
- (a) the Services to be provided by ActewAGL under this Contract are either only advisory in nature or involve the administrative or practical implementation by ActewAGL of decisions already made by ACTEW; and
- (b) nothing in this Contract or otherwise:
 - (i) requires or permits any ActewAGL employee 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;

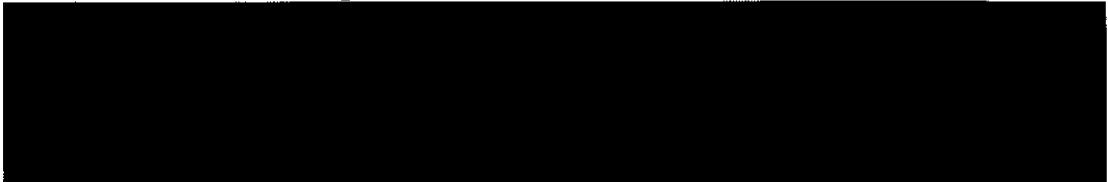
- (c) provision of staff in accordance with the Staff Services Agreement; and
- (d) ultimate responsibility for determining the economic regulation strategy for the ACTEW Business.



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.

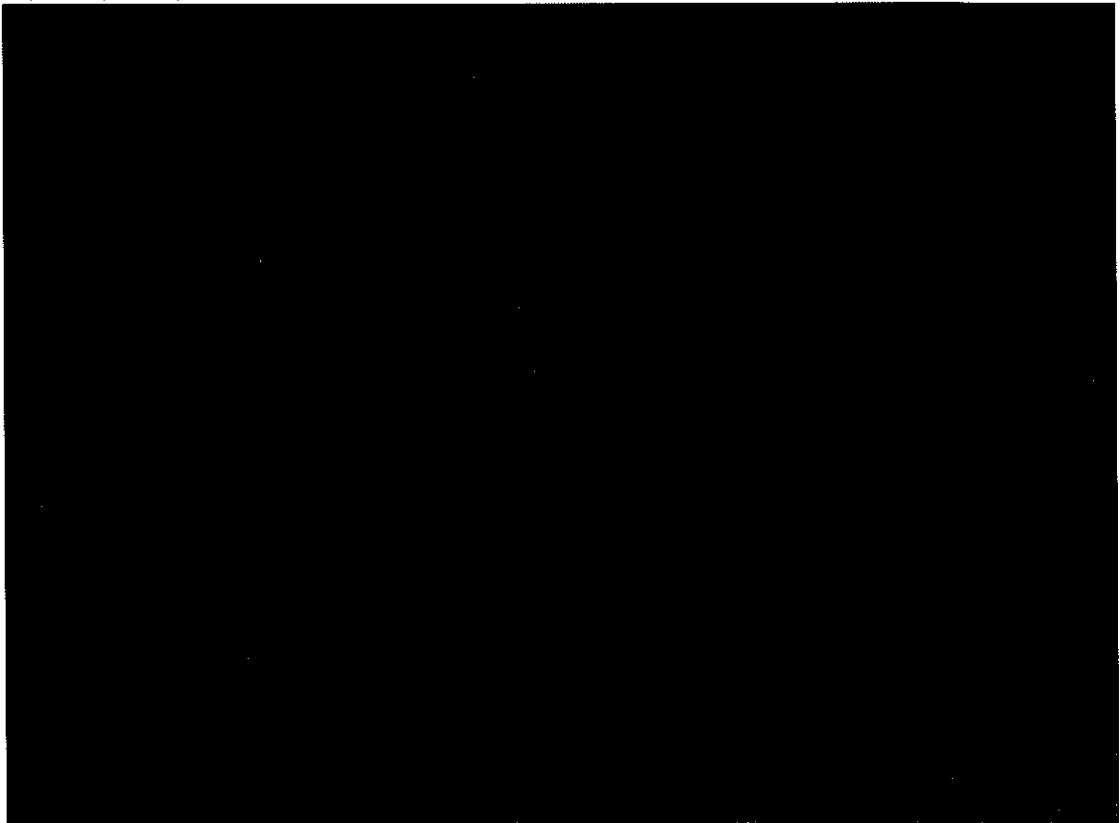


10.2 Maintaining currency

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

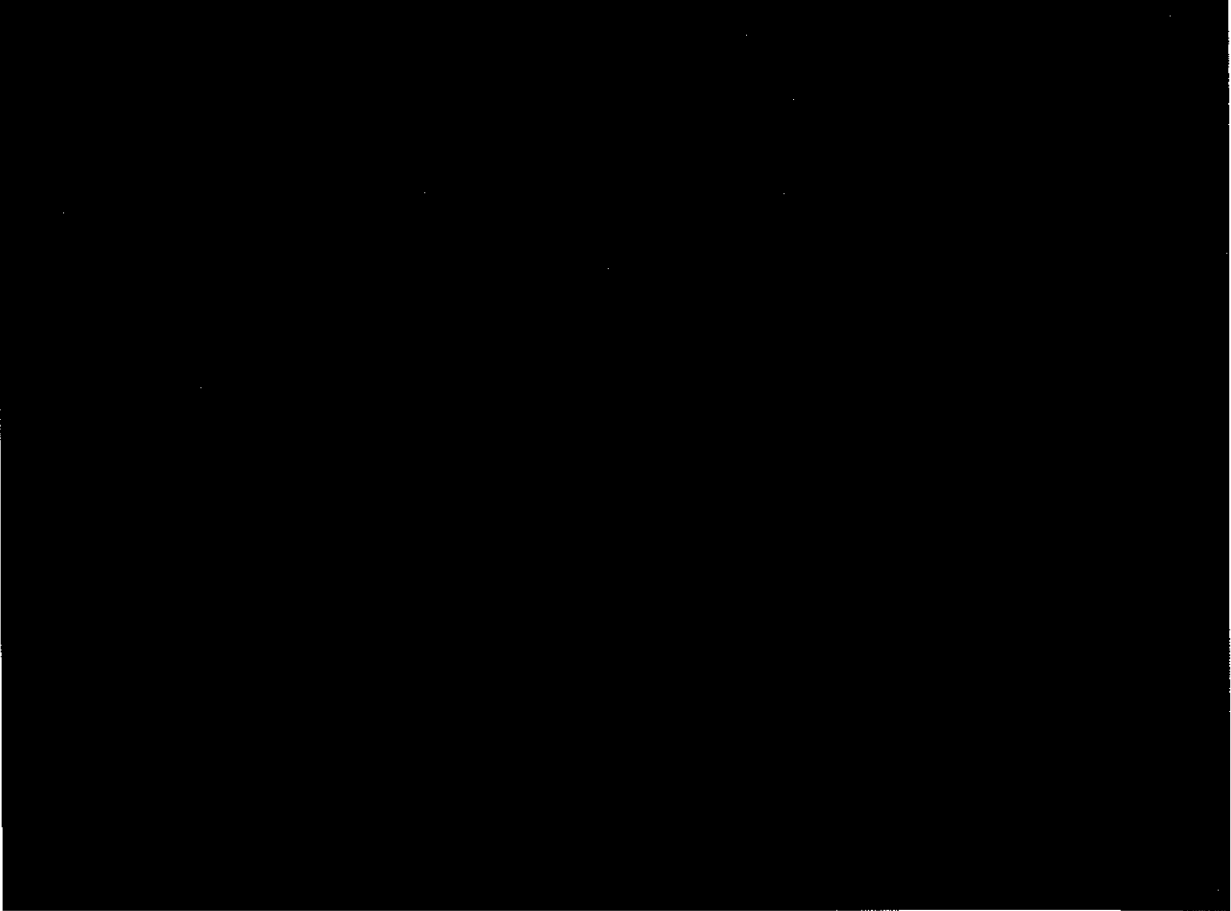
In acting as ACTEW's agent pursuant to clause 11.1, ActewAGL must:

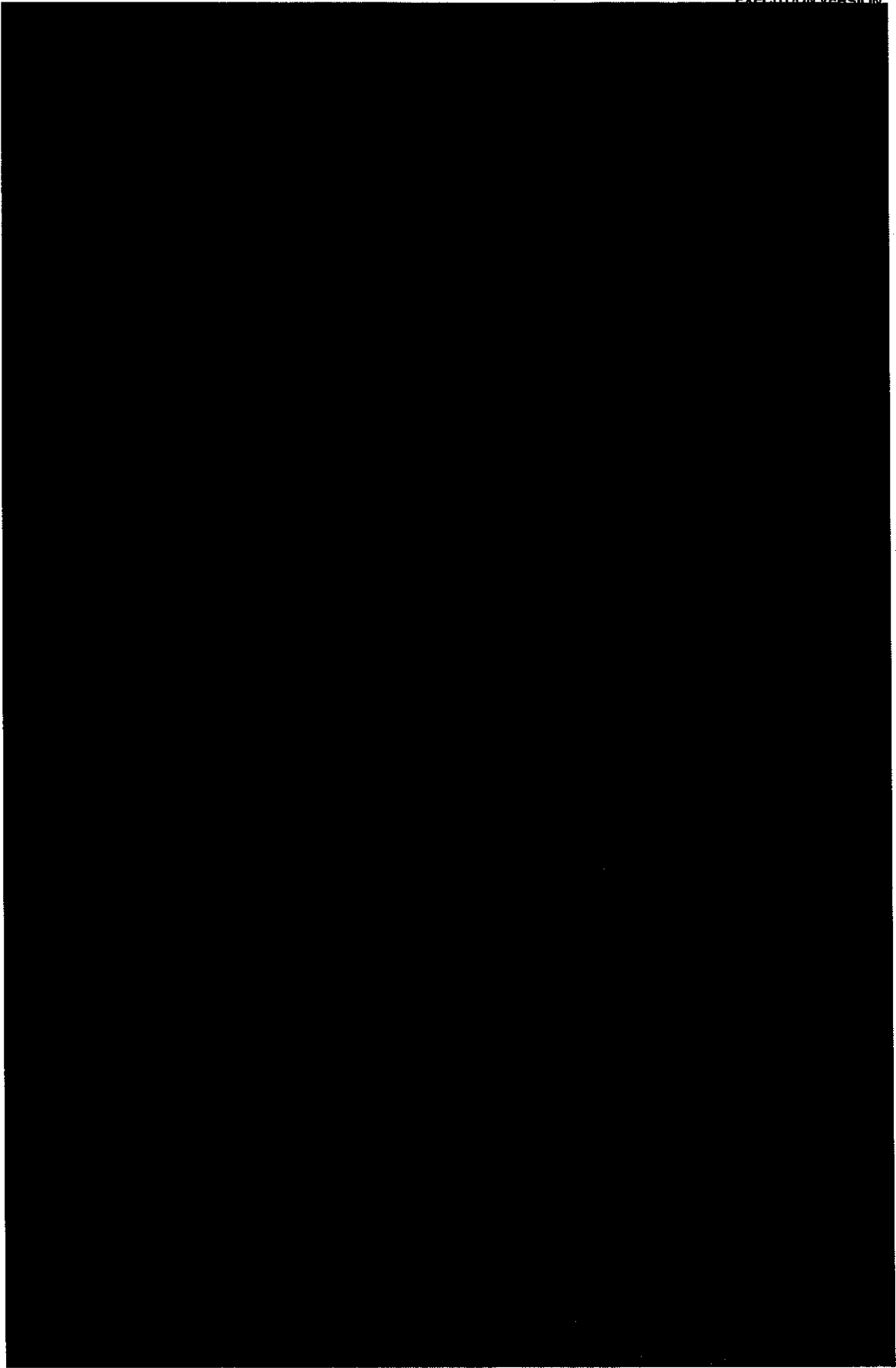
- (a) act in ACTEW's best interests (but without limiting ActewAGL's ability to enforce, benefit from or rely on any of its rights, entitlements or benefits under this Contract);
- (b) manage the contracts entered into by ActewAGL in reliance on clause 11.1 in accordance with those contracts;
- (c) exercise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

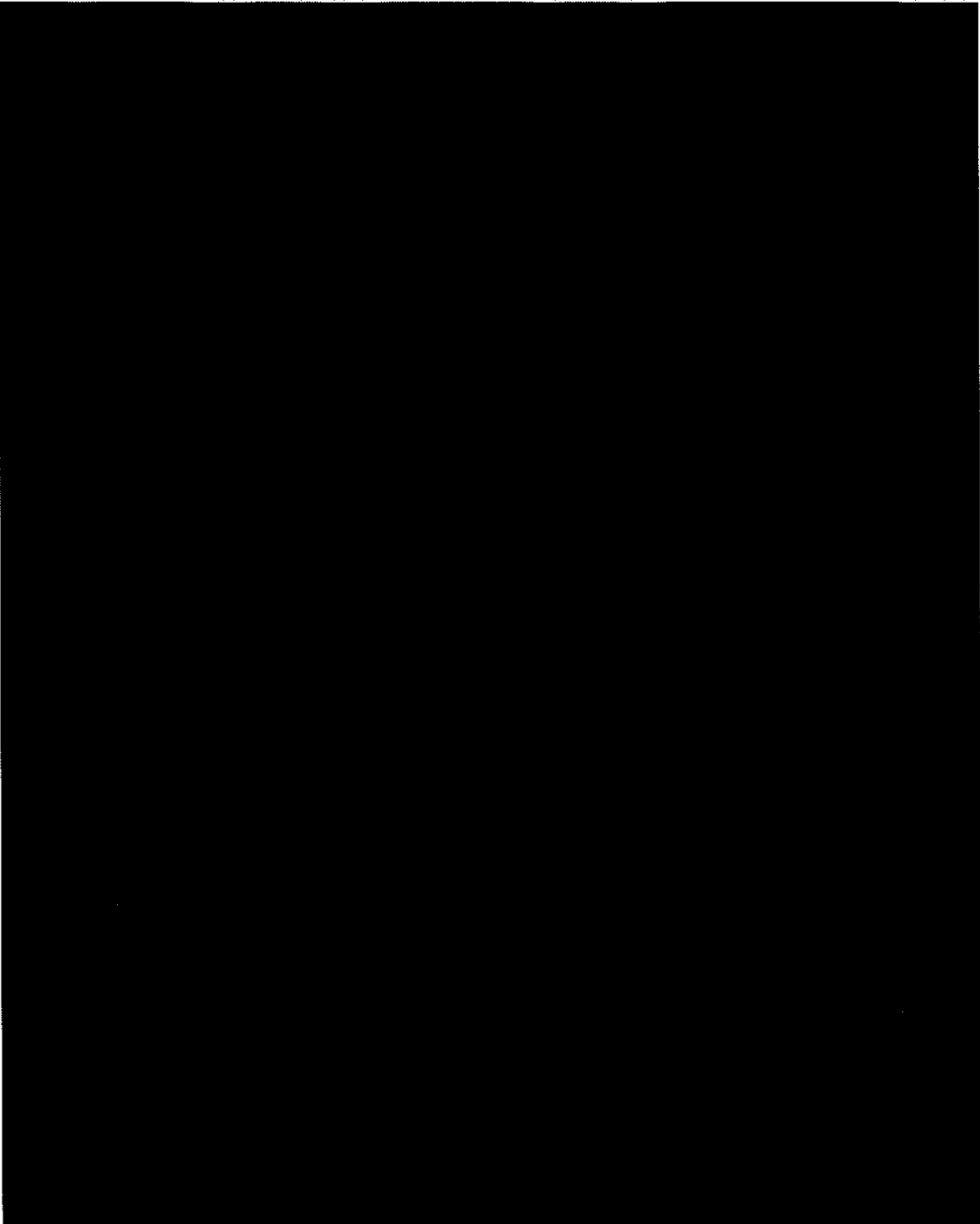
ActewAGL will not be in breach of clause 11.4(a) where ActewAGL acted in a manner that it reasonably considered was in the best interests of ACTEW.

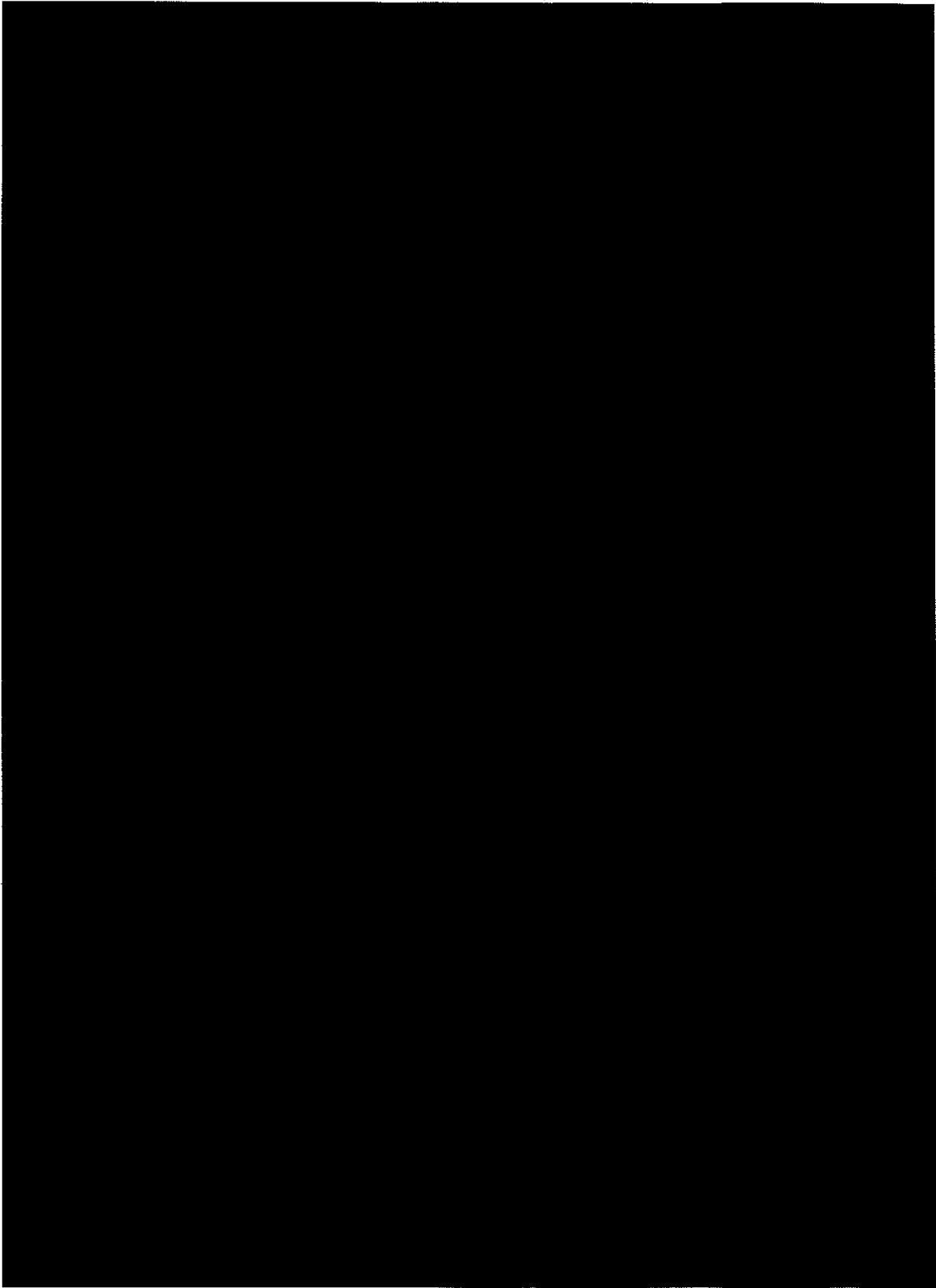


11.6 Proceedings

- (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.
- 







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.

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

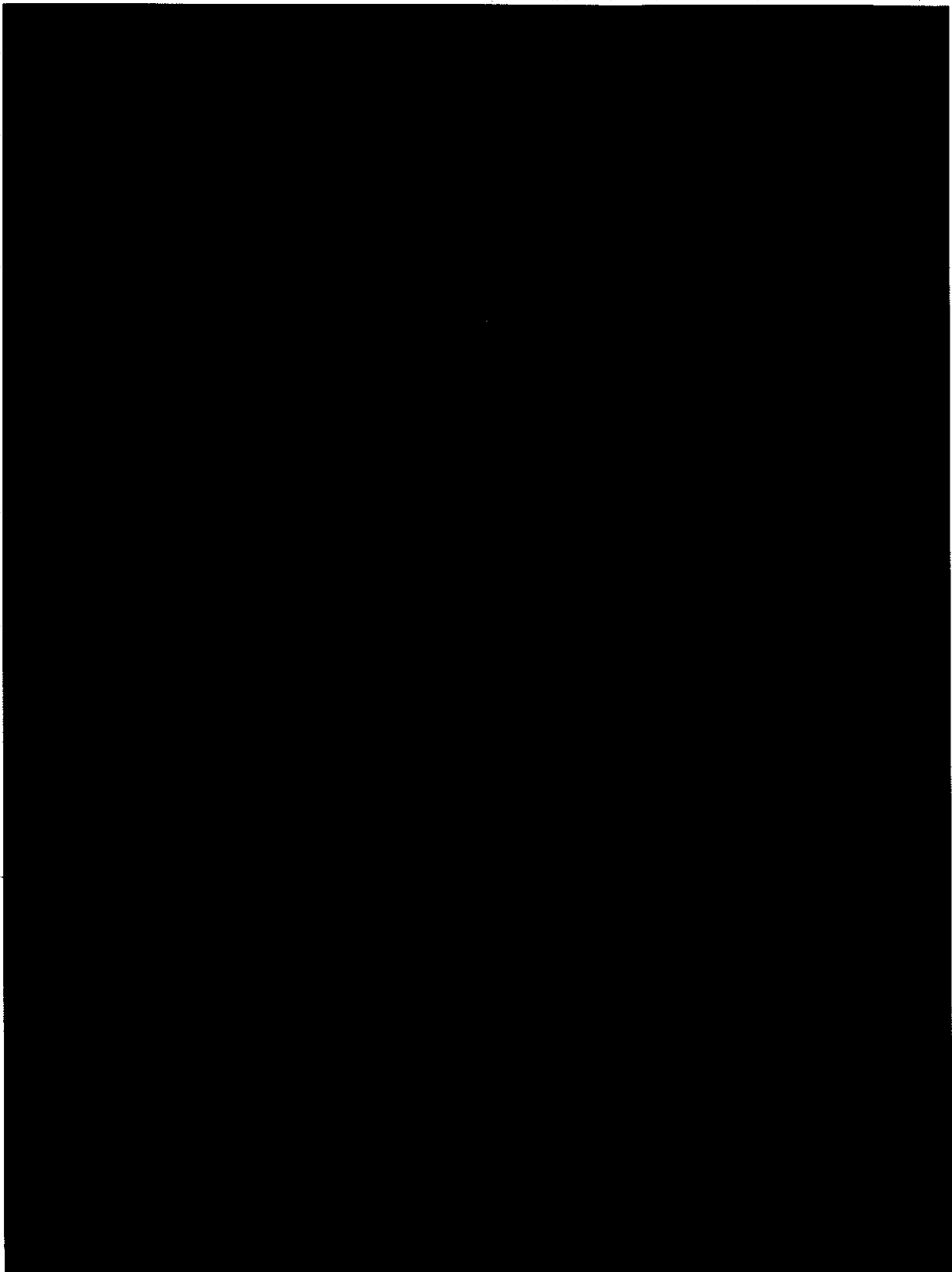
ActewAGL must use its reasonable endeavours to ensure that ACTEW is able to use the then customer relationship management system of ActewAGL after the end of the Term on terms to be agreed between ACTEW, ActewAGL and any relevant third parties prior to the expiry of this Contract. To avoid doubt, any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

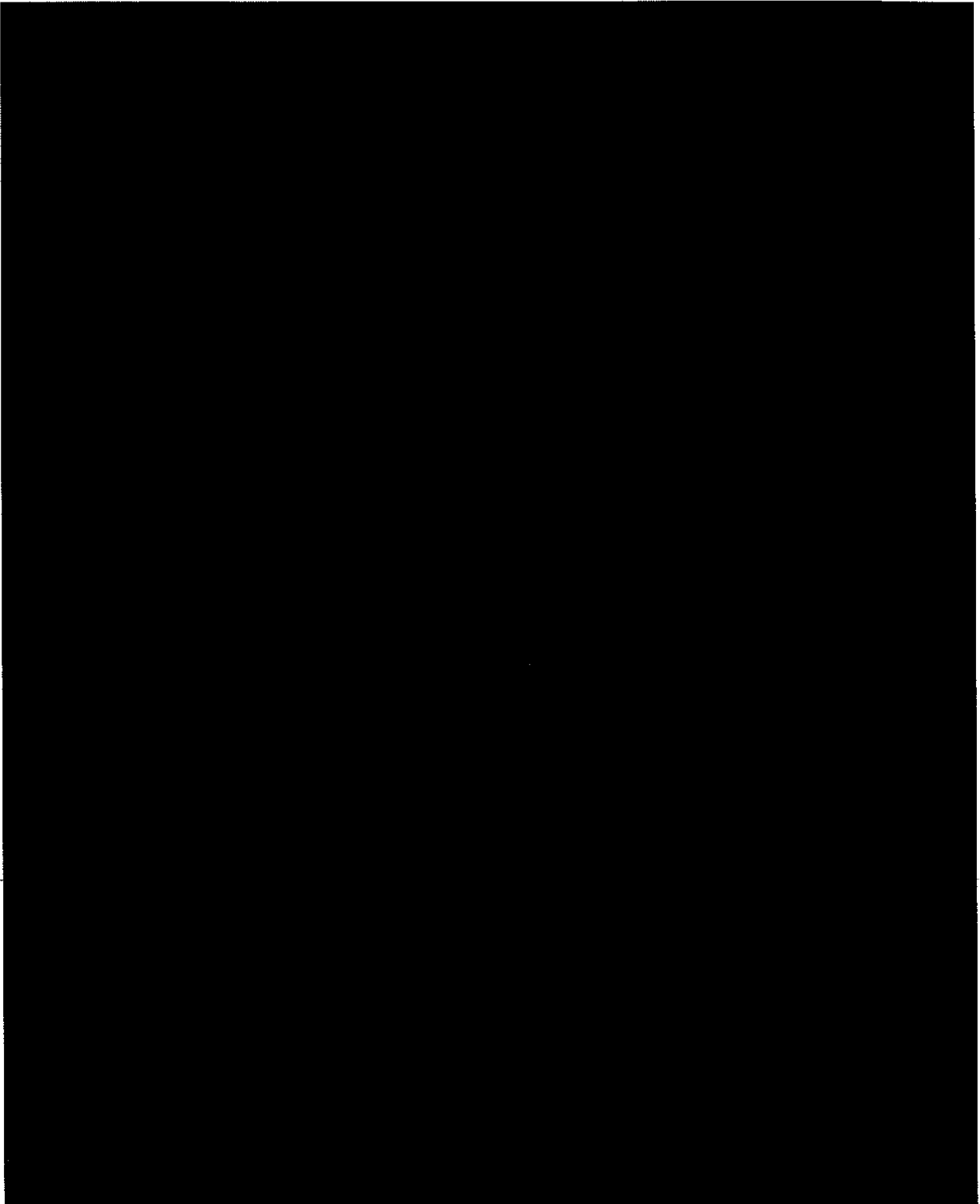
16.6 Customer Data

- (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.





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

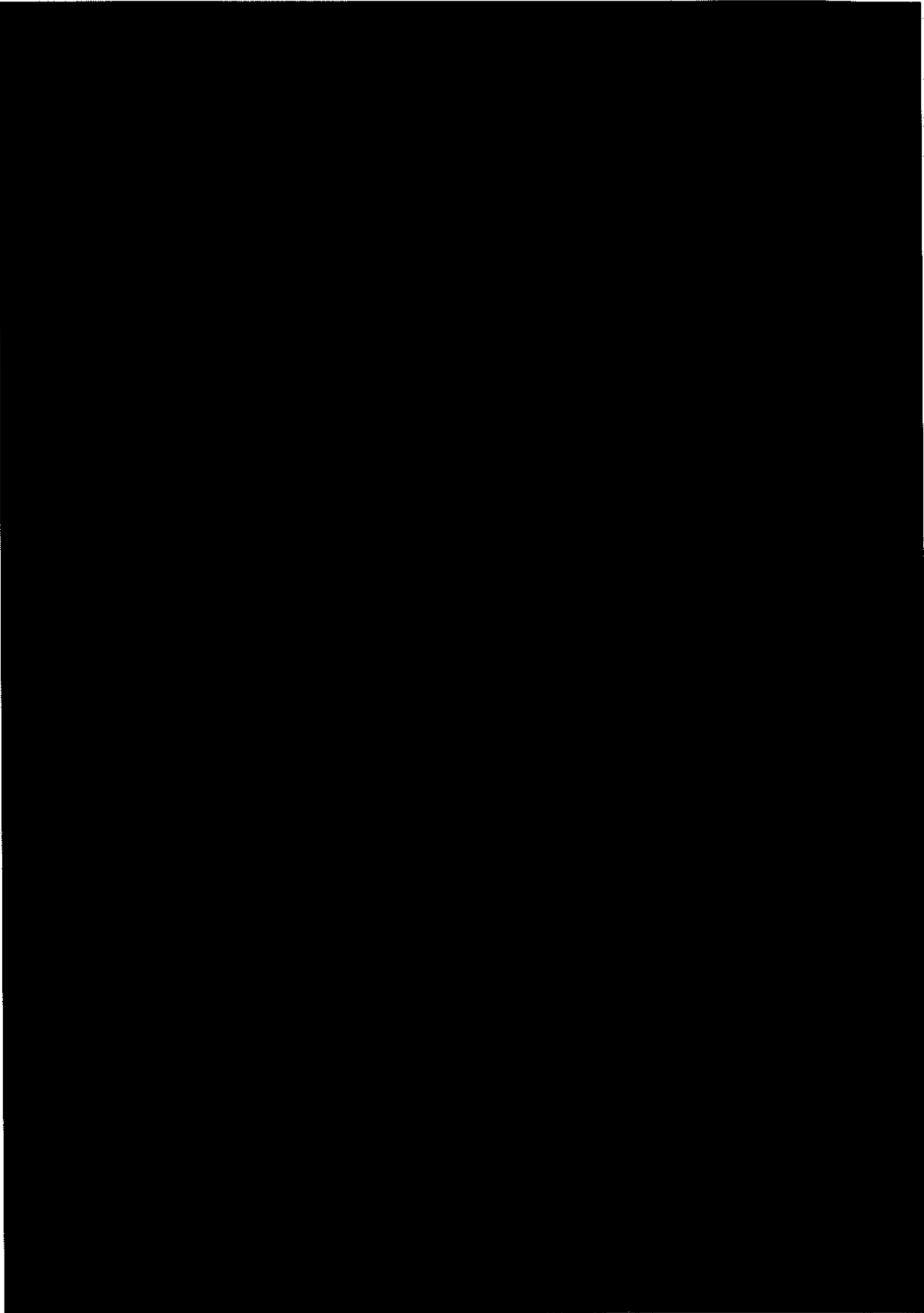
If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

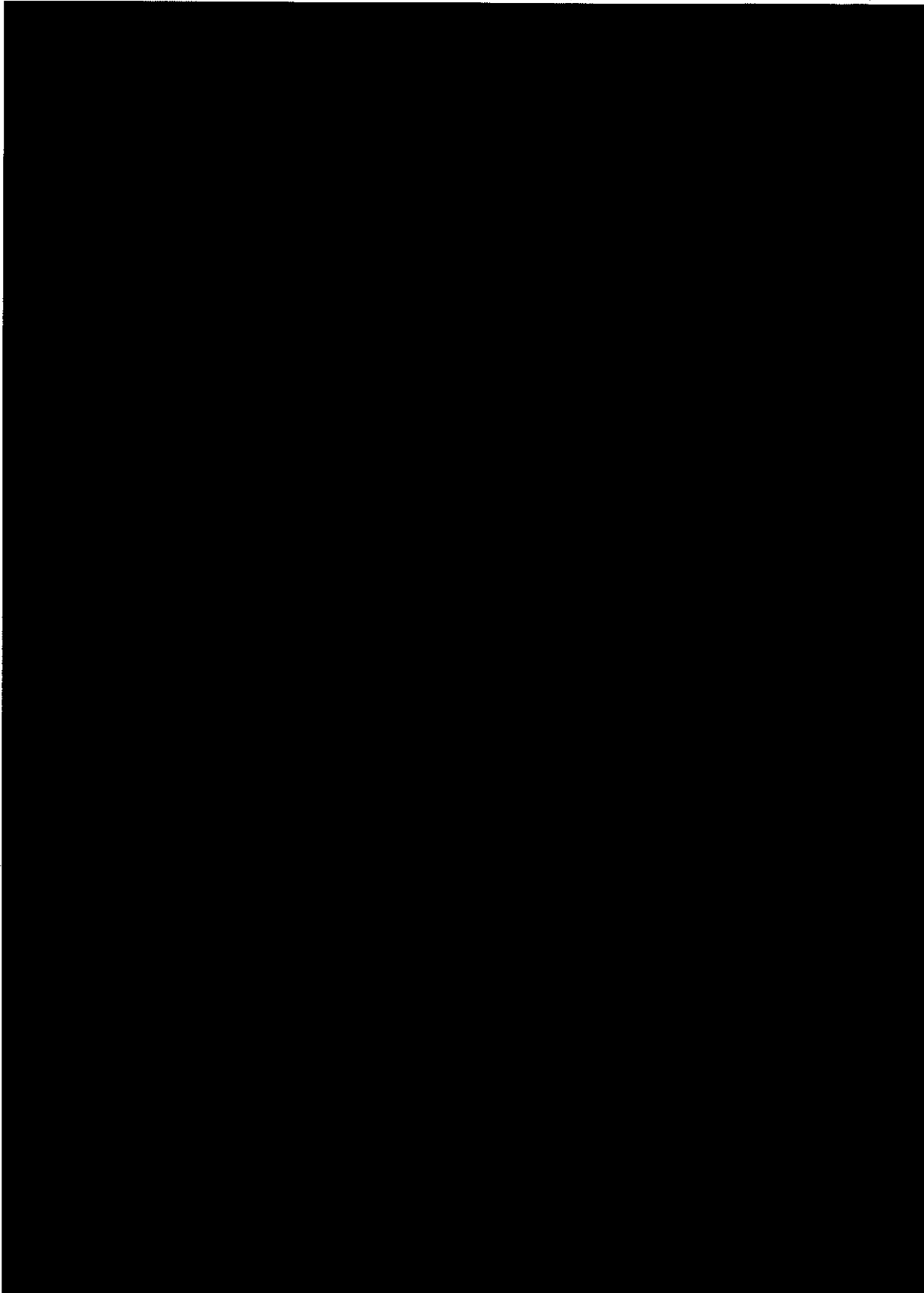
18.5 Adjustments

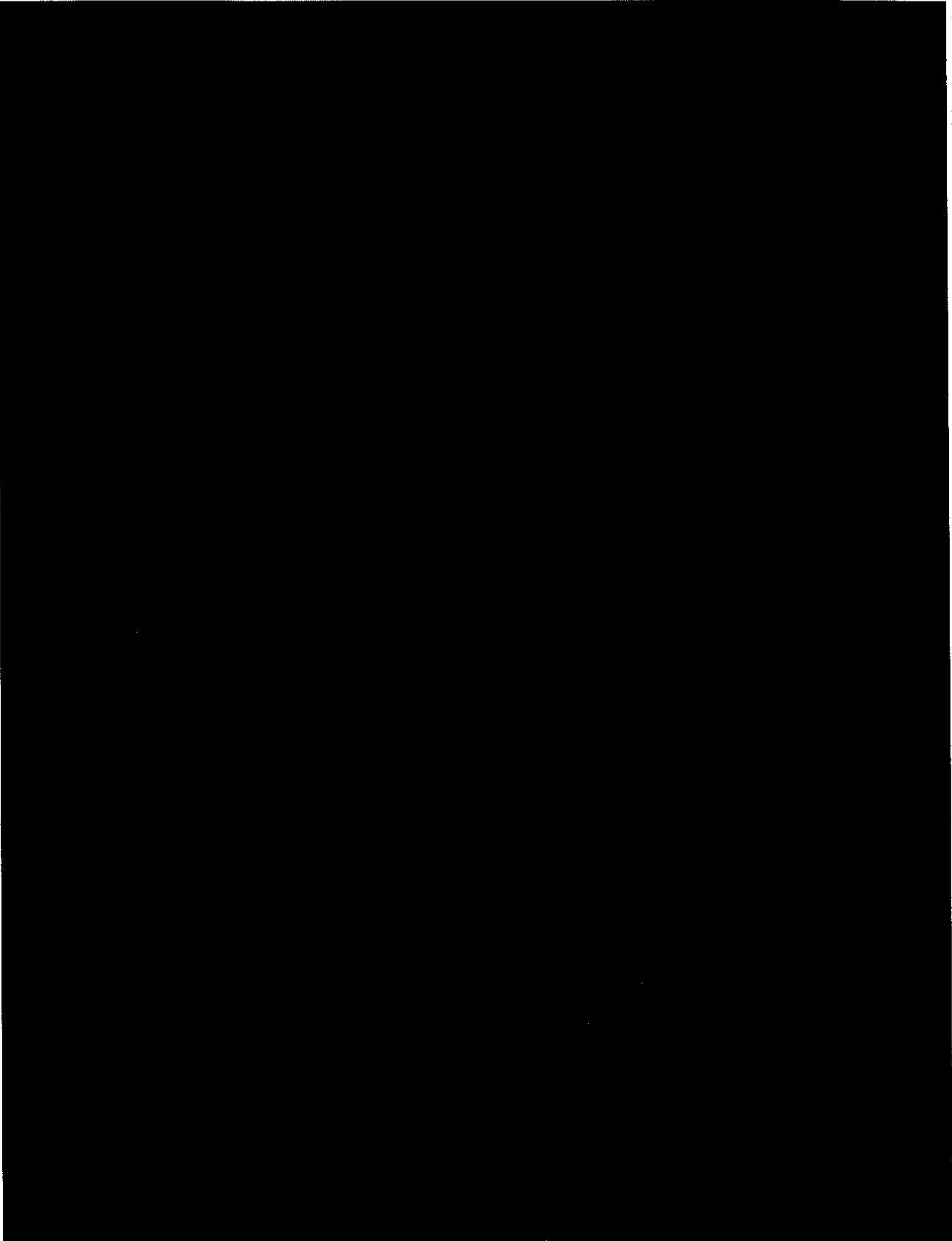
- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 18.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation 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.

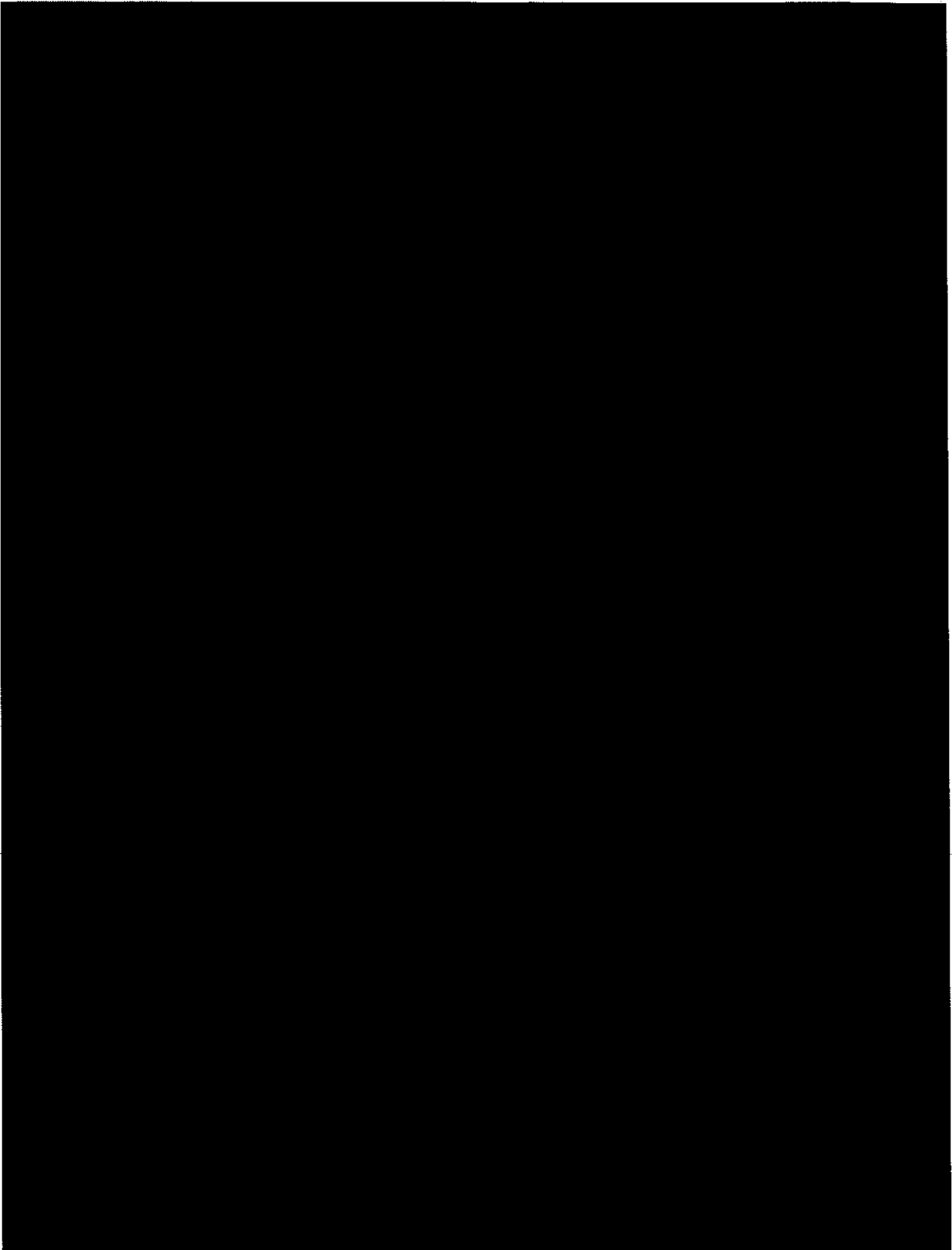
18.6 Tax invoice

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.









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.

**20.8 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).

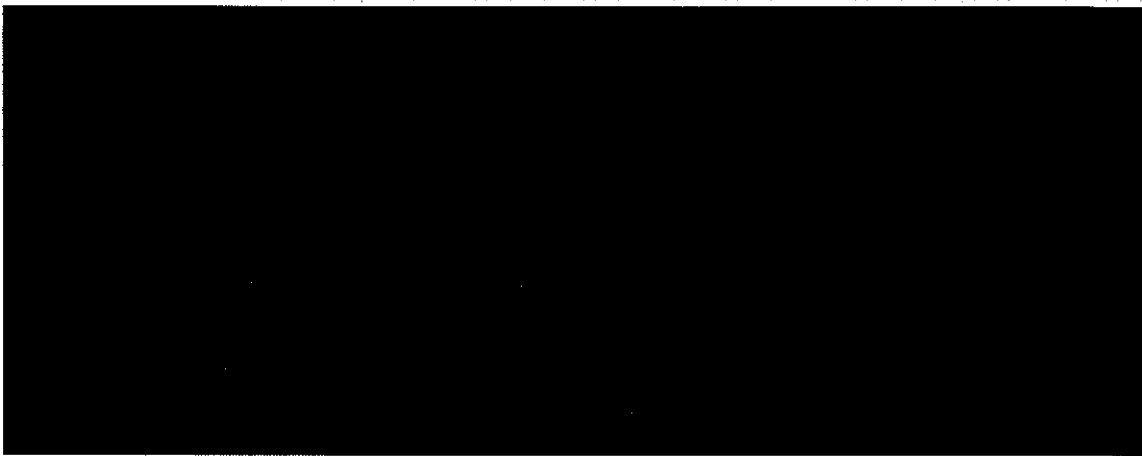
21.3 Notification of a breach

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.



23. Audit

23.1 Right to conduct audits

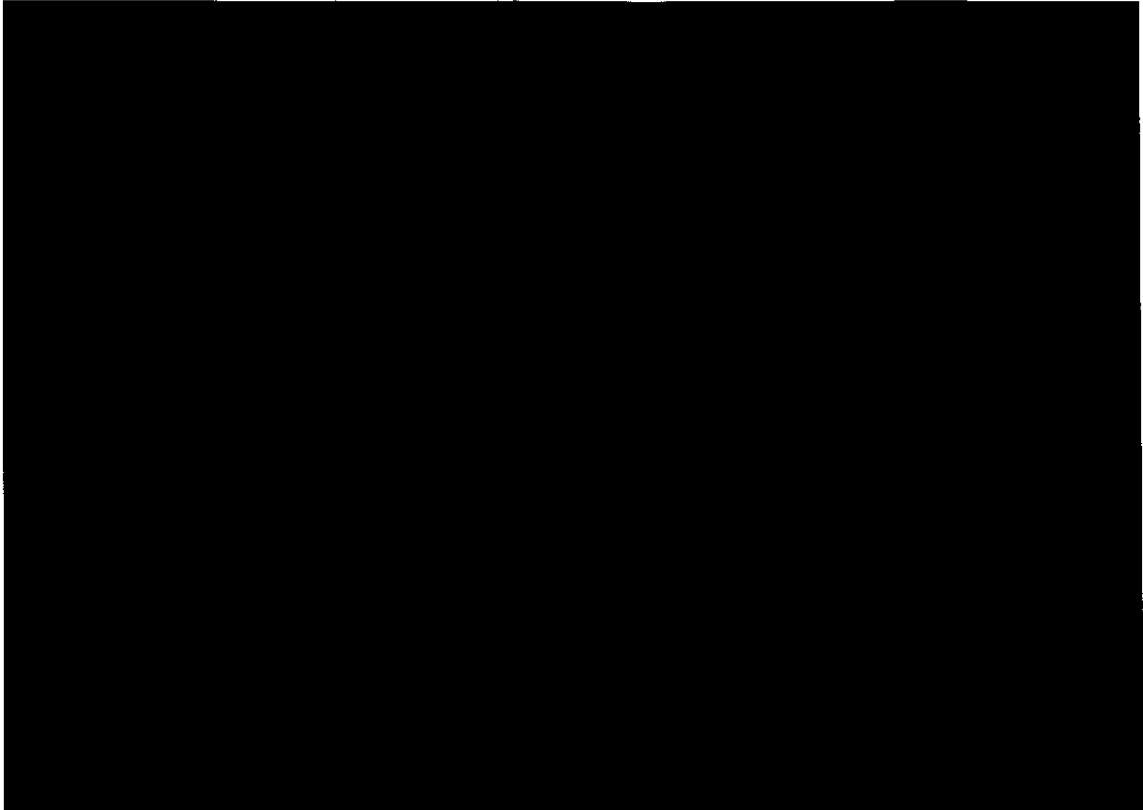
- (a) Either party may, on giving 28 Business Days' written notice to the other party, engage an external auditor acceptable to both parties (acting reasonably) to conduct up to one audit per Contract Year of the cost, level and quality of the Services provided by ActewAGL to ACTEW under this Contract.
- (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



24.3 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),

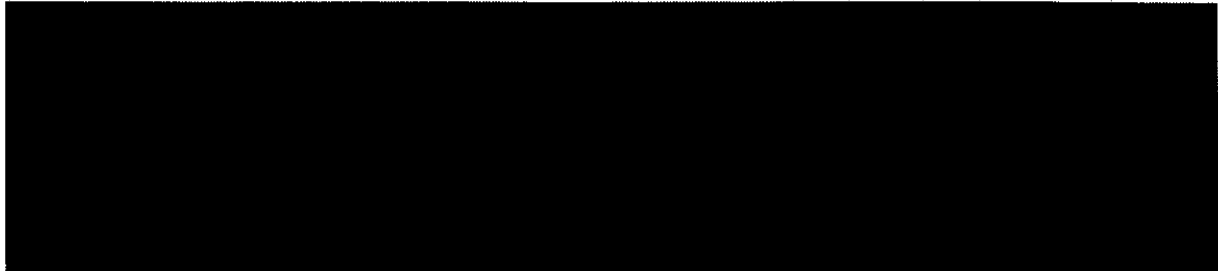
in the amounts specified in item 7 of Schedule 1. ActewAGL must promptly notify ACTEW if the insurances required by this clause 25.1 are anticipated to lapse or do lapse.

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.



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.

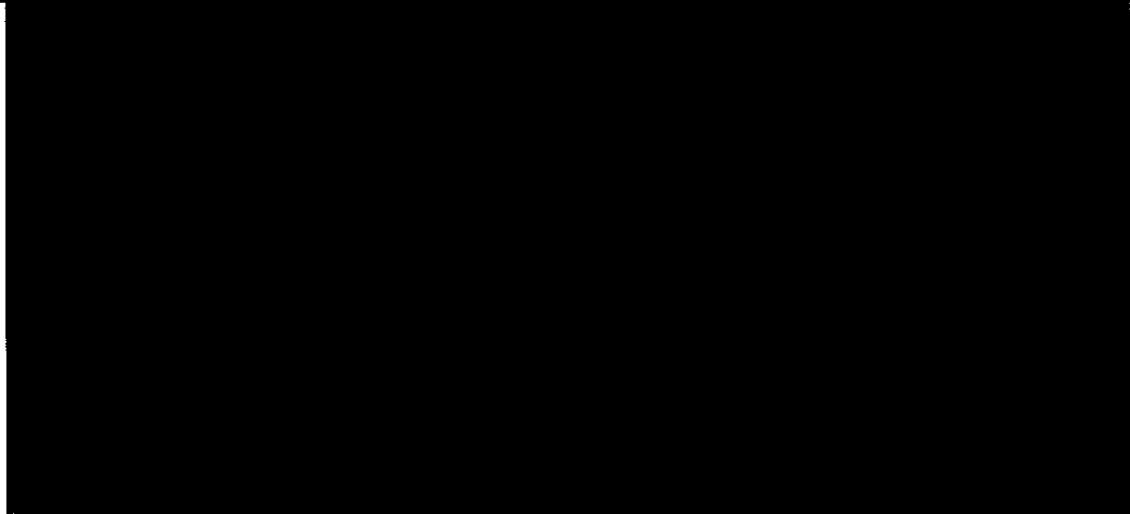
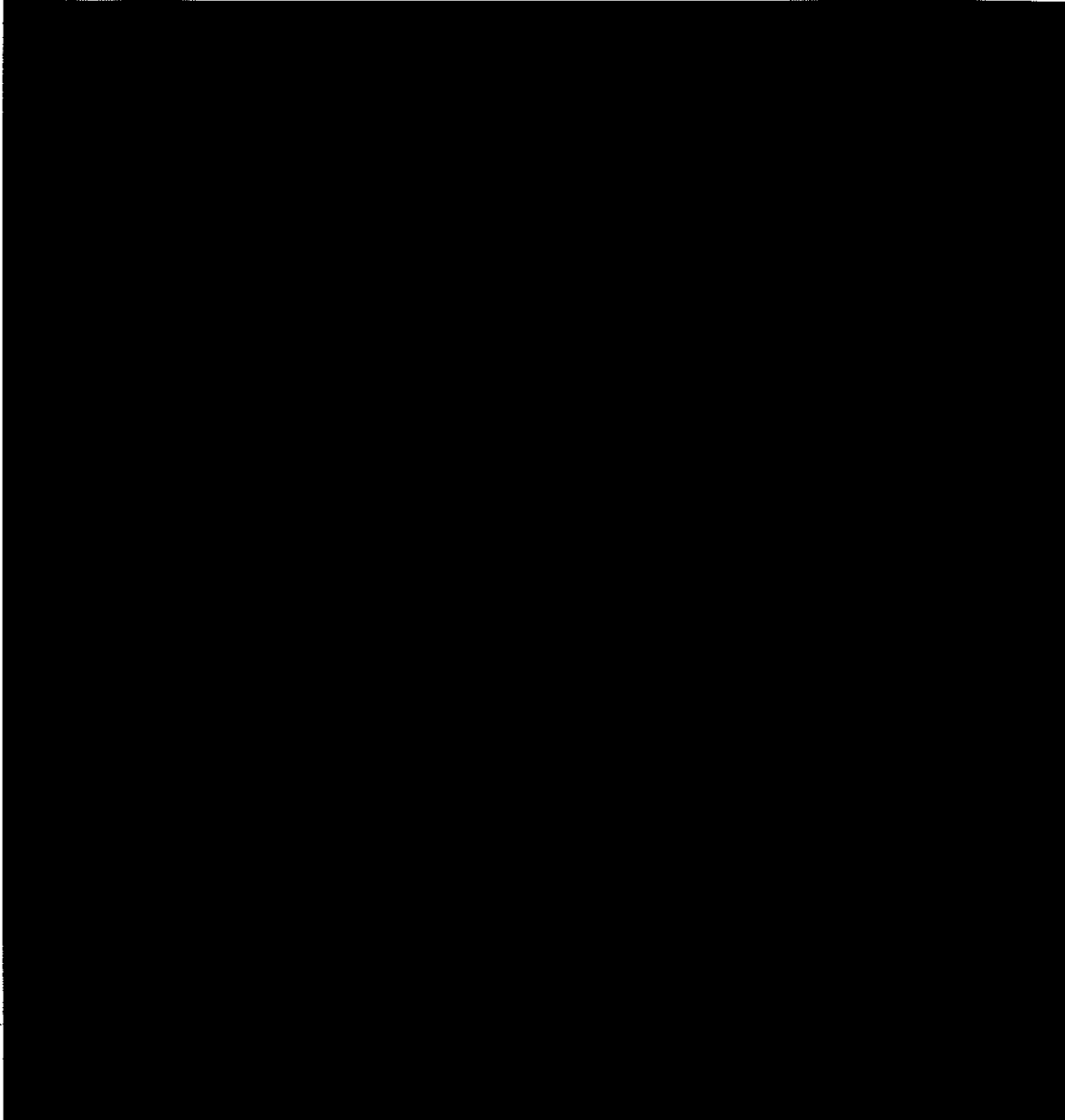
26.3 Business continuity plan

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.





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,

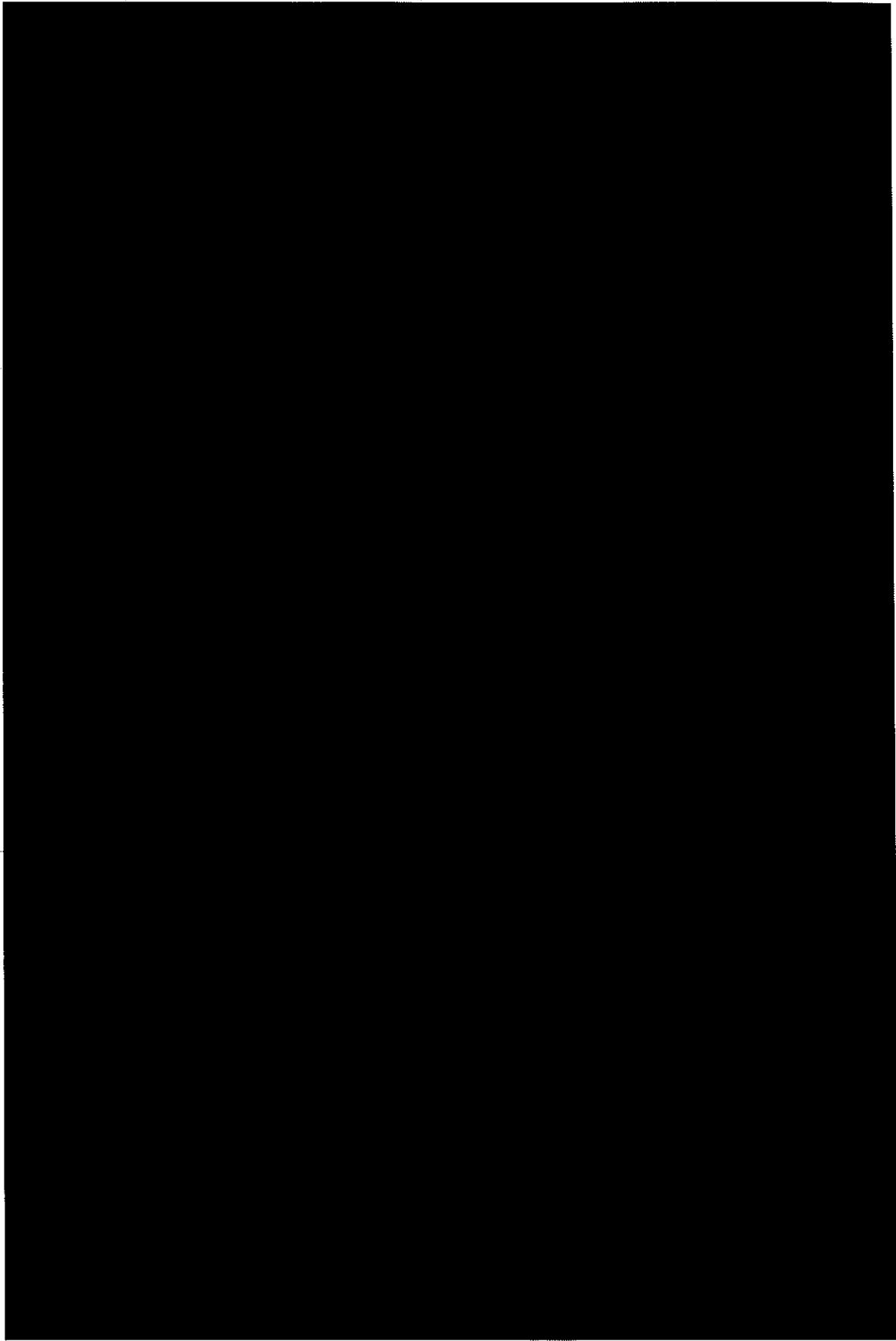
whichever happens first; or

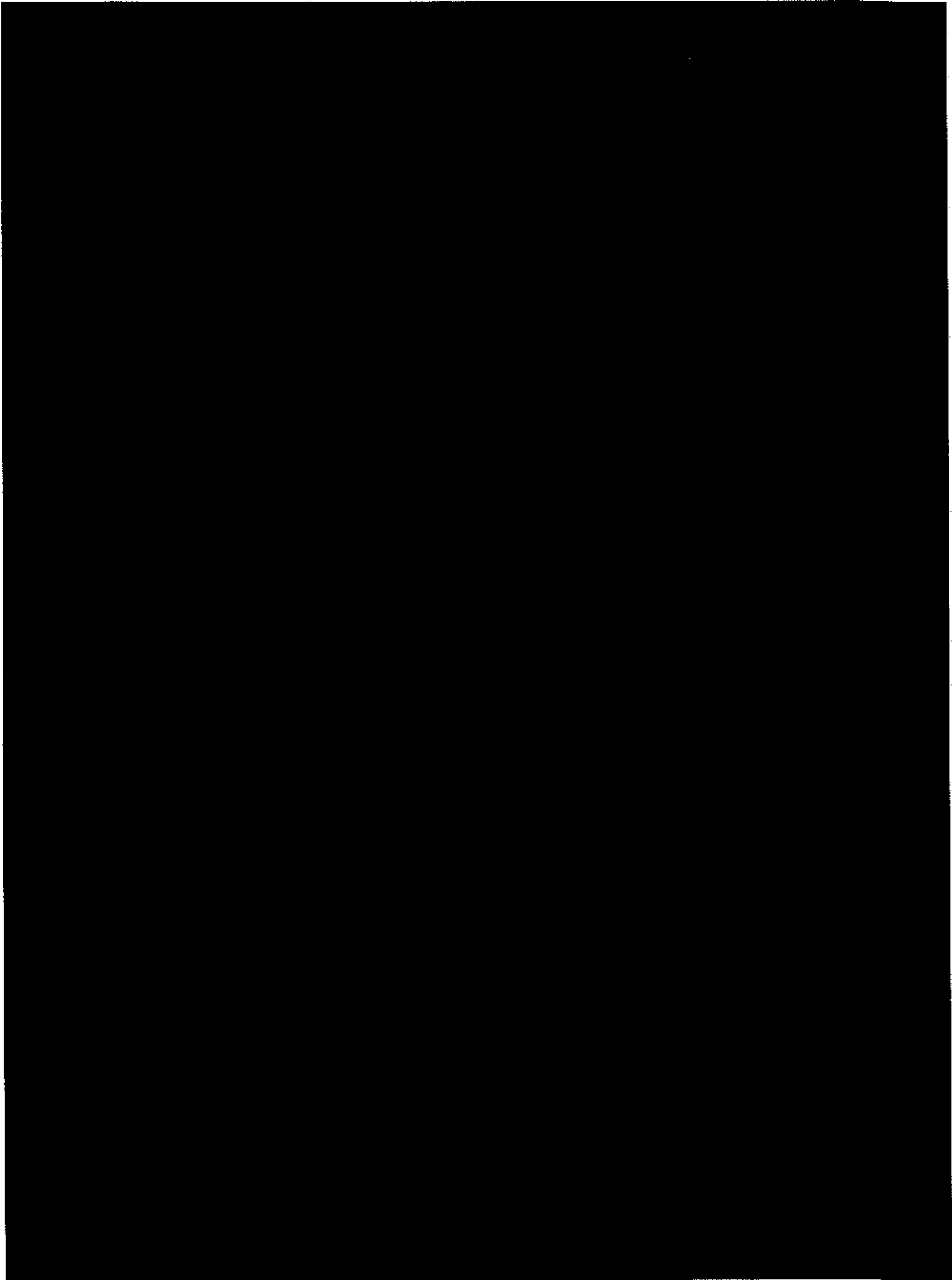
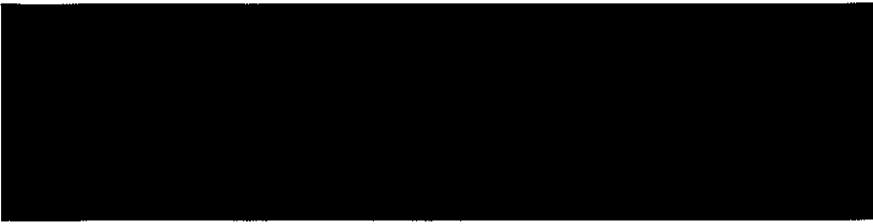
- (c) if sent by prepaid post, at 9.00 am on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

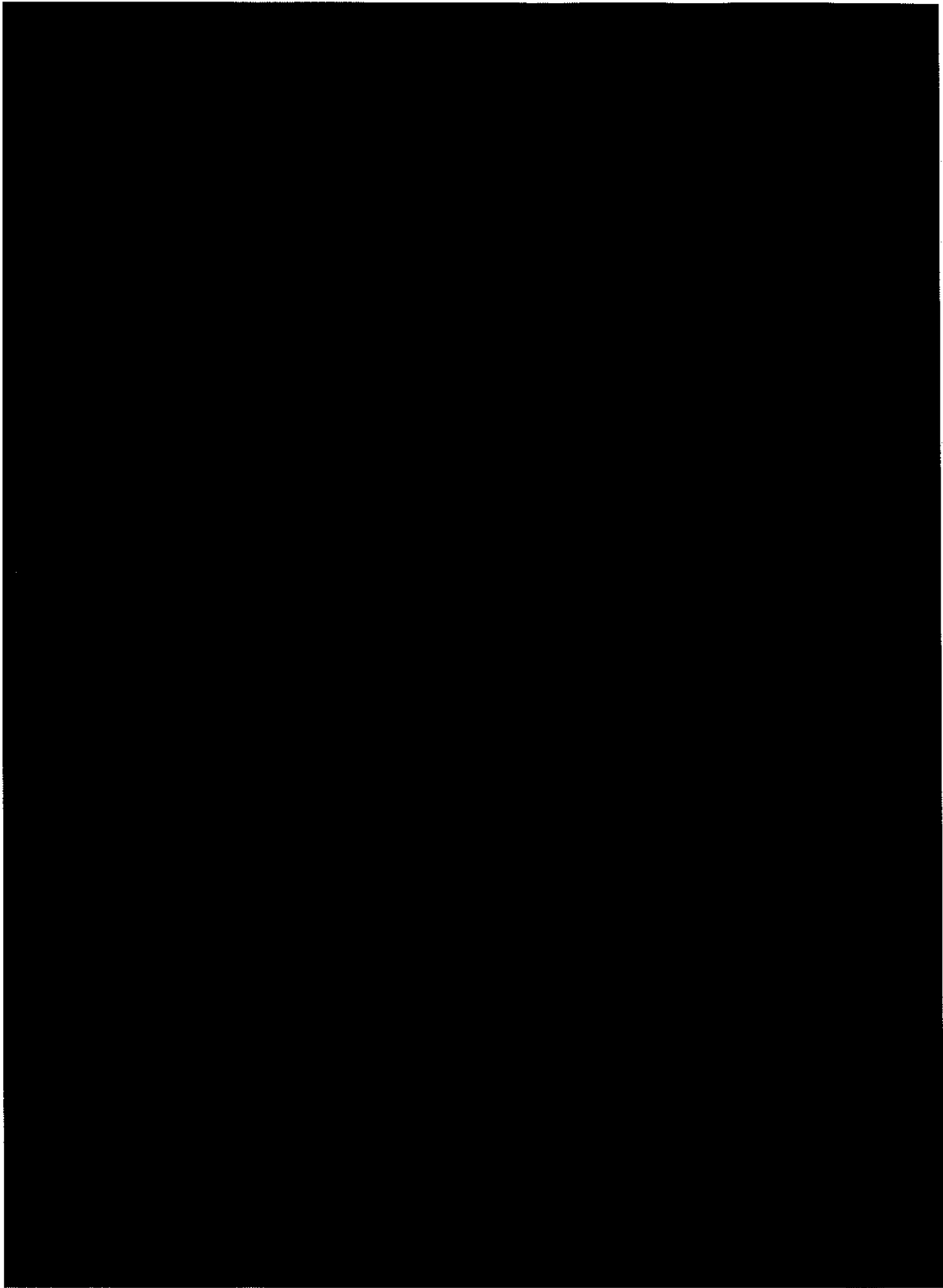
unless the delivery or receipt determined by paragraph (a), (b) or (c) above is not on a Business Day or is after 5.00pm on a Business Day, in which case, the Notice is taken to be received at 9.00am on the next Business Day.

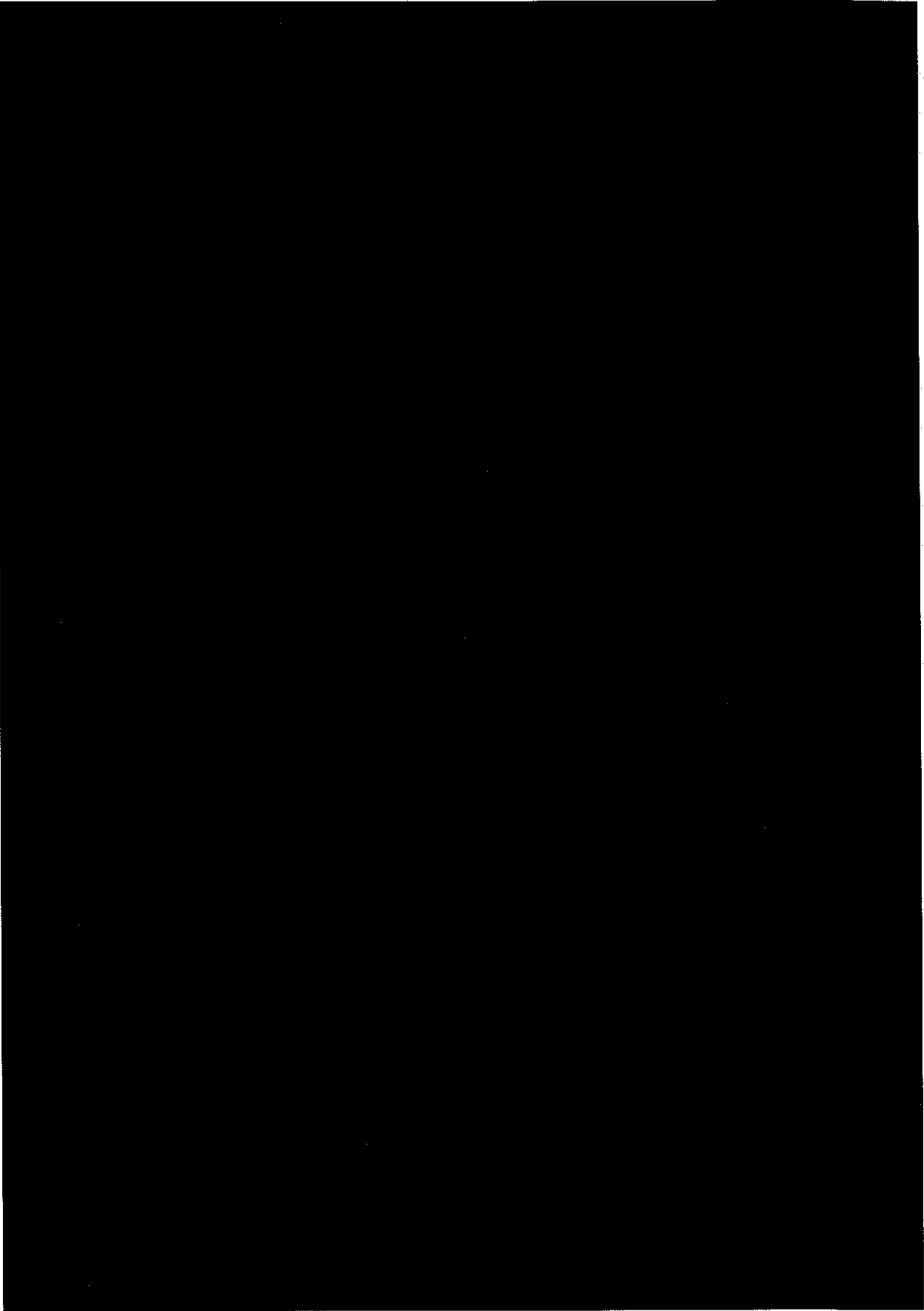
28.3 Email Notices

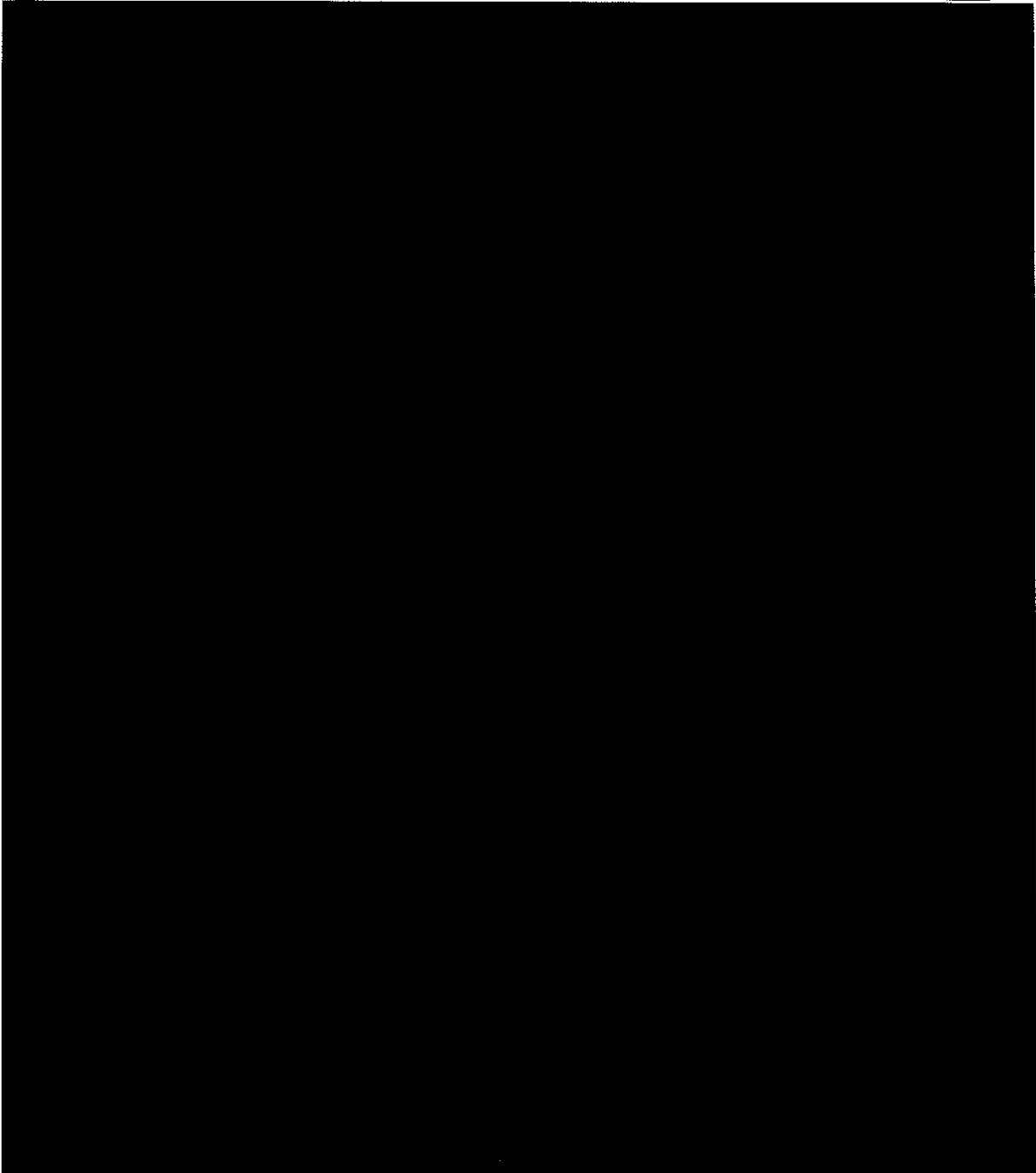
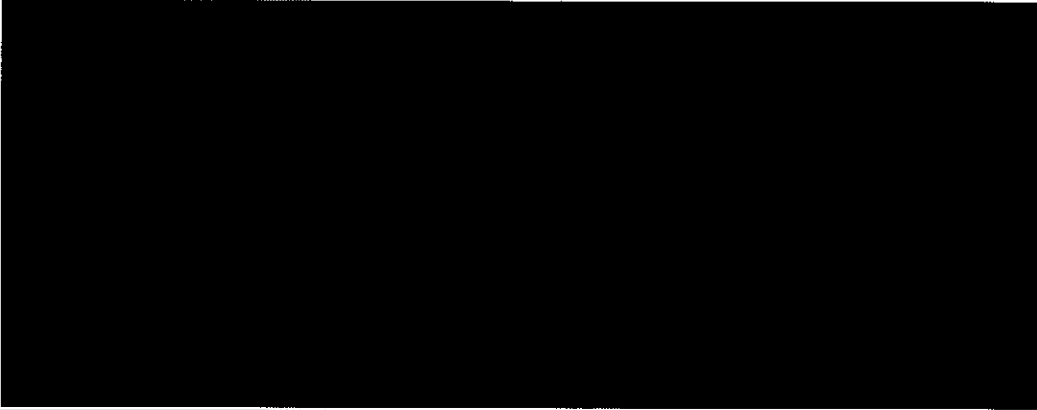
A Notice may not be sent by email if it relates to the termination or expiry of this Contract or a default or alleged default (other than a notification under clause 13.1(b)(v) which may be delivered by email) by the other party to this Contract.

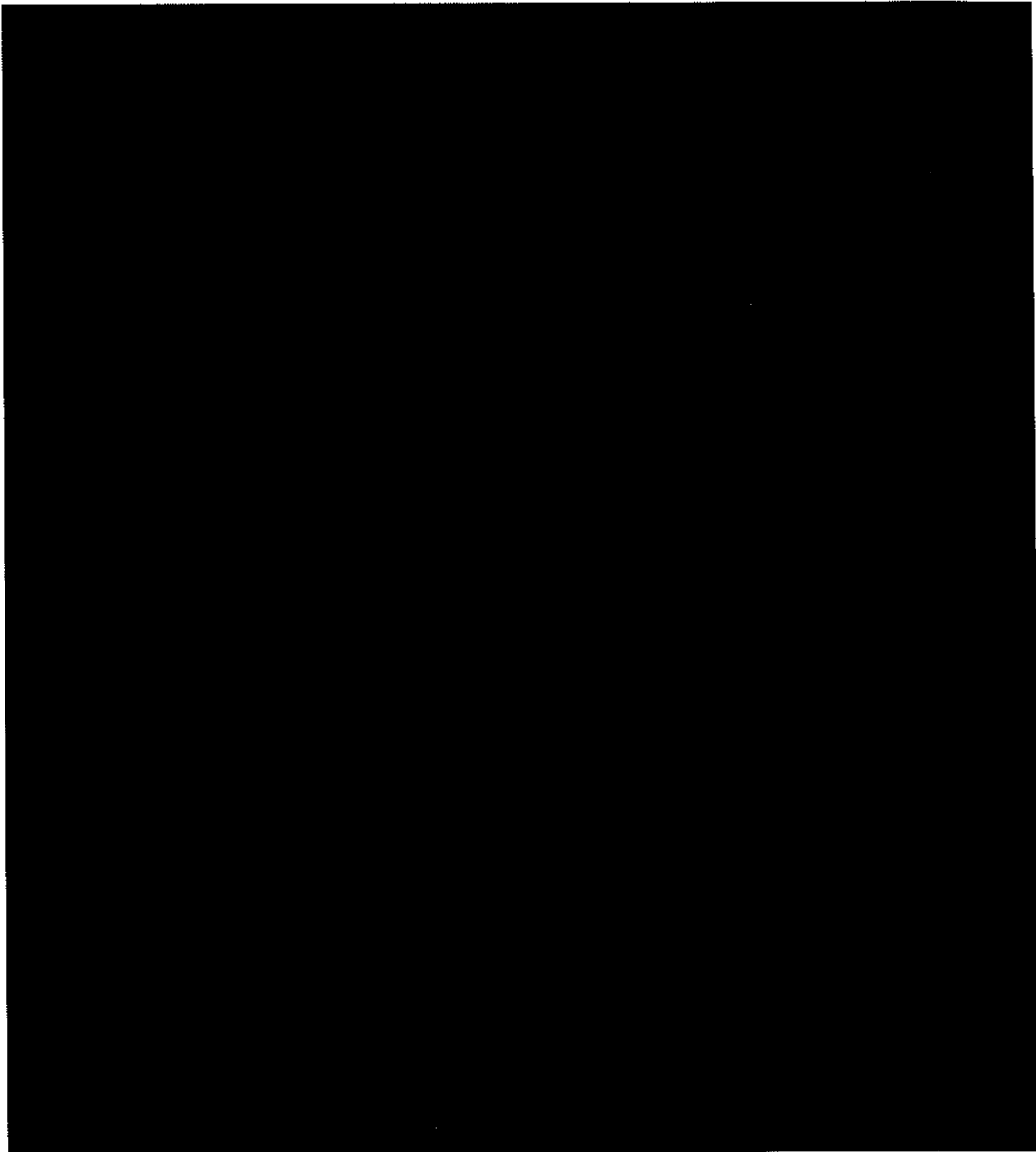
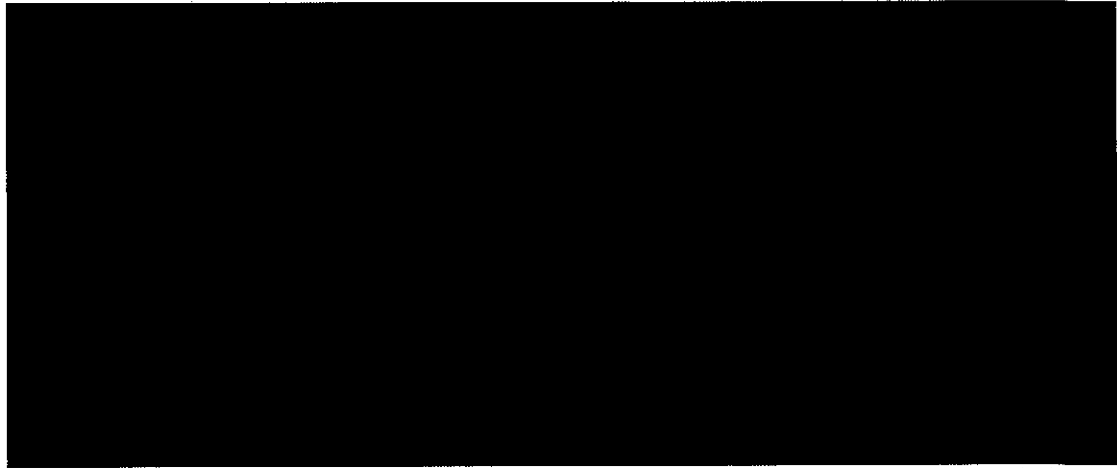


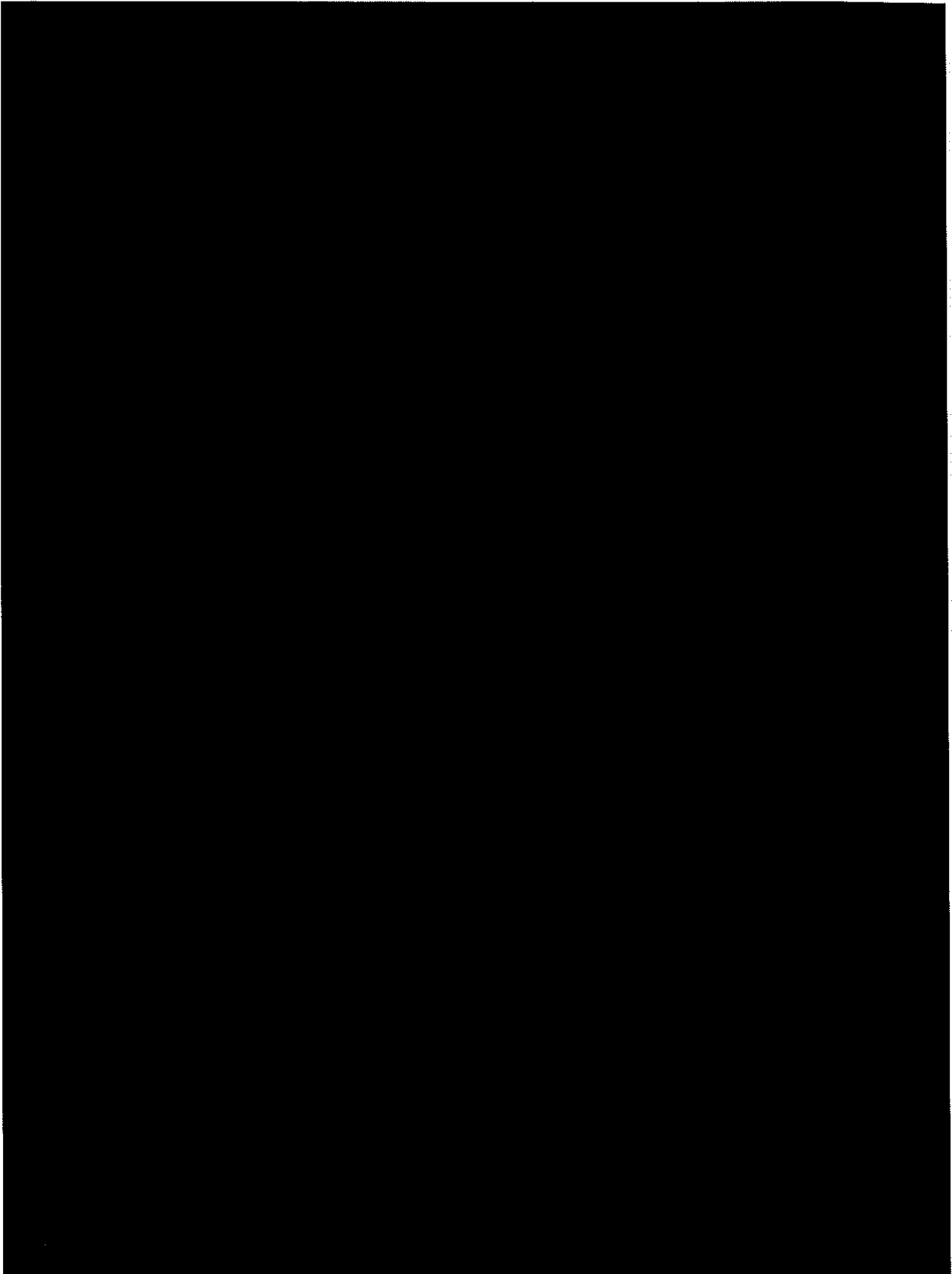












34. Survival

- (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.

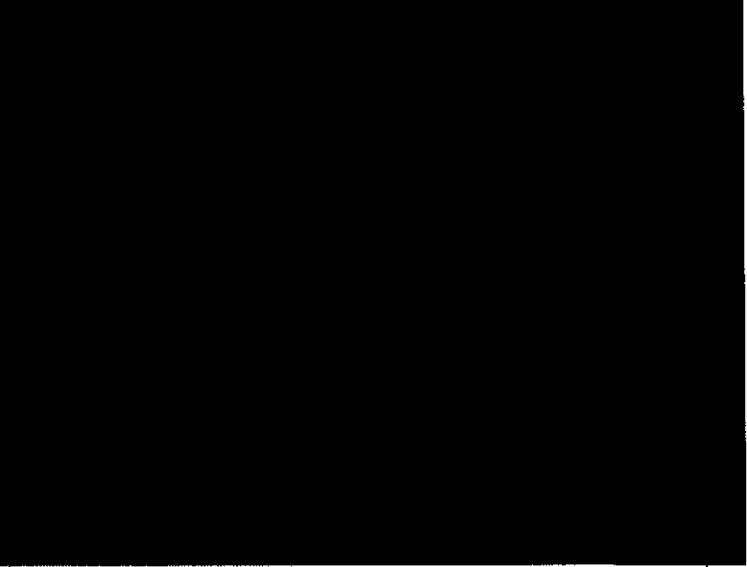
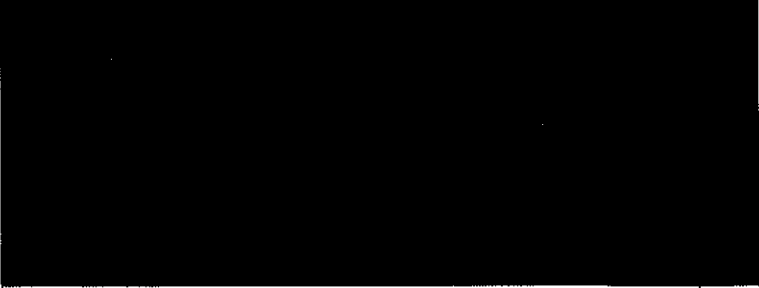
36.2 Restrictions

- (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.

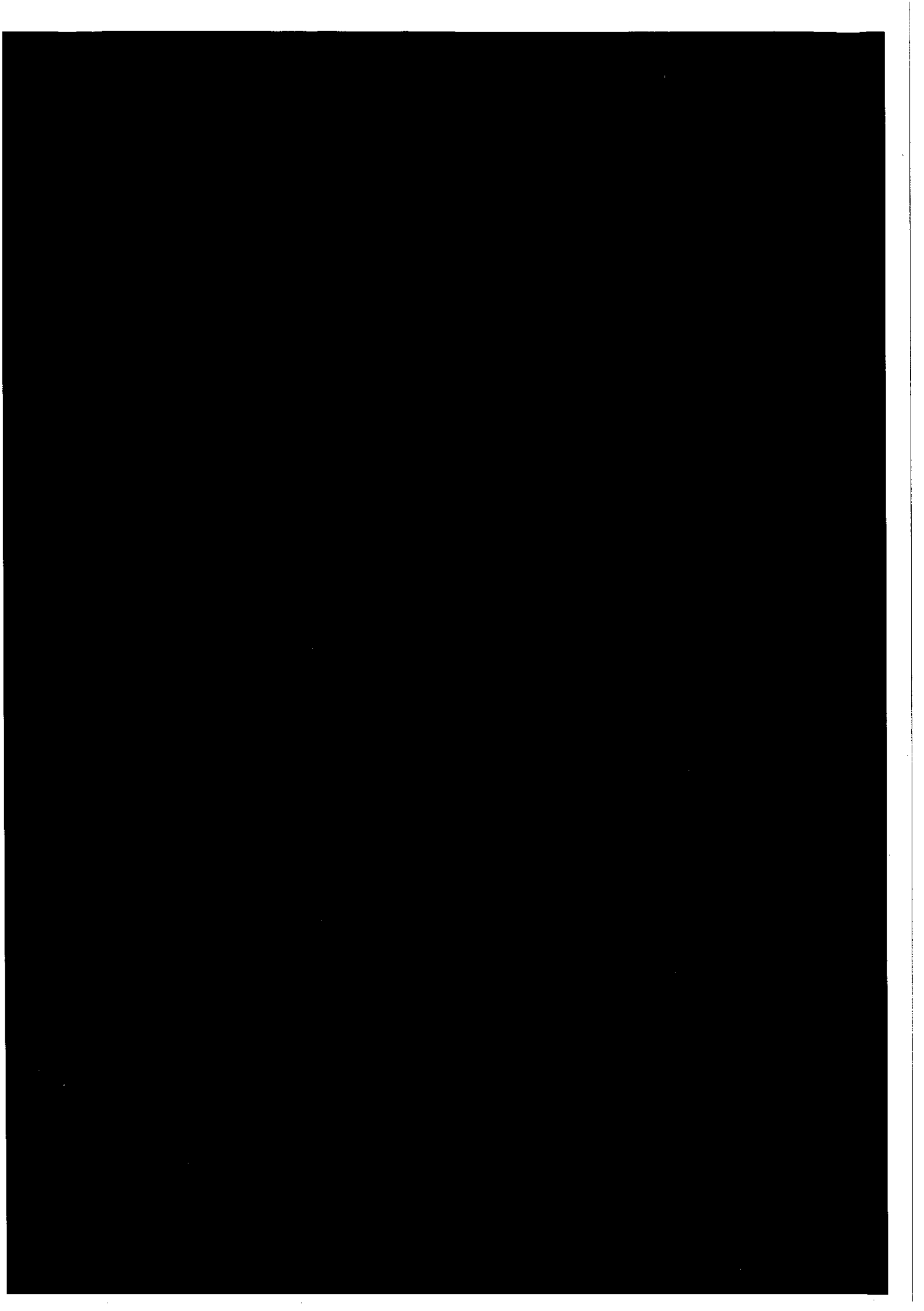
Schedule 1 – Contract Details

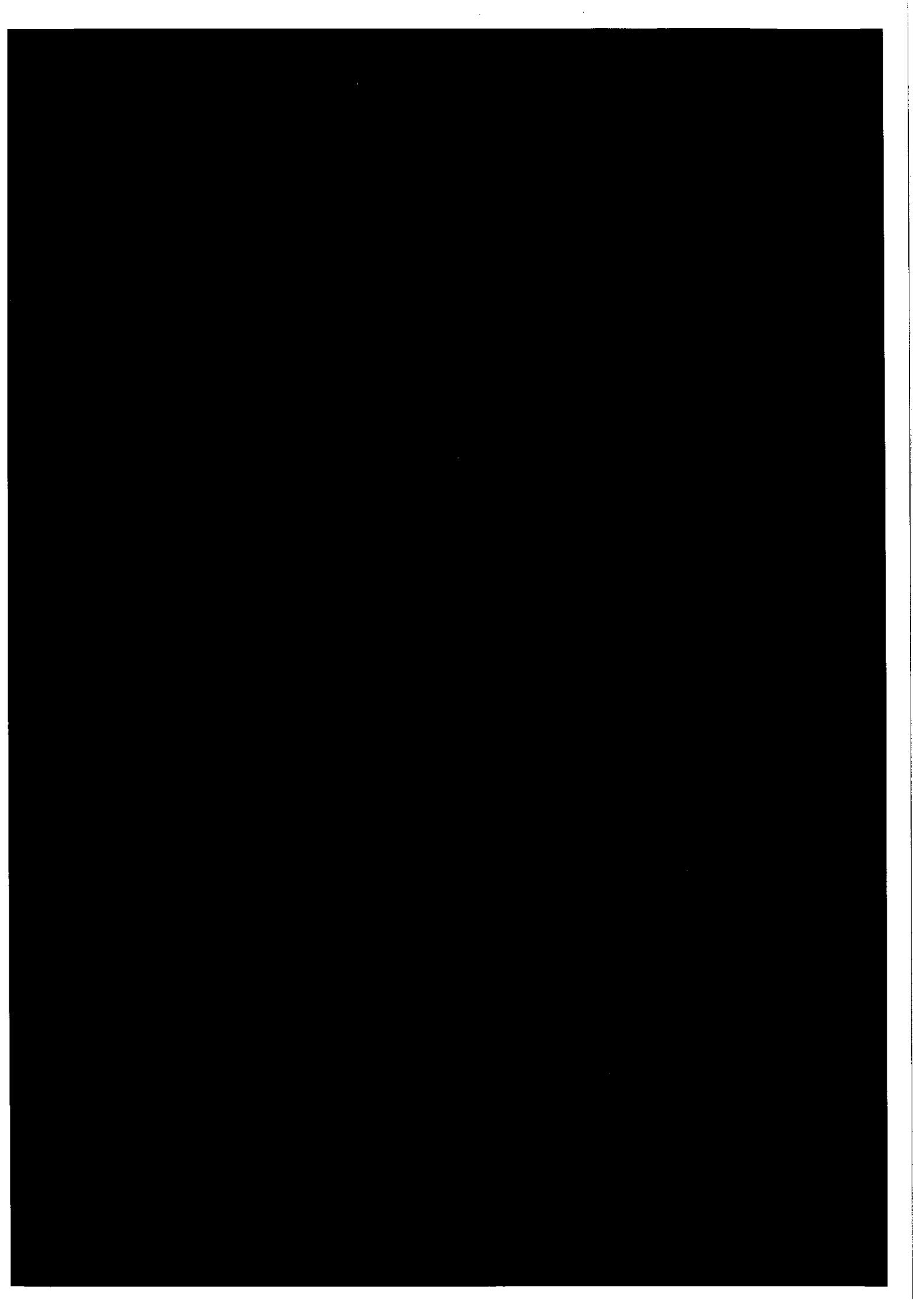
Item	Description	Clause	Details
1.	ACTEW Representative	N/A	Retail Services Contract Manager
2.	ActewAGL Representatives	N/A	Contract Manager Customer Services and Community Support
3.	Commencement Date	1 and 4	the Completion Date
4.	End Date	1 and 4	30 June 2023
5.	Meetings	14.4(a)	At least once in each three month period of the Term, or more frequently if requested by either party
6.	Reporting	14.5	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: 
7.	Insurance	25	
8.	Address for Notices	28	ACTEW: Retail Services Contract Manager

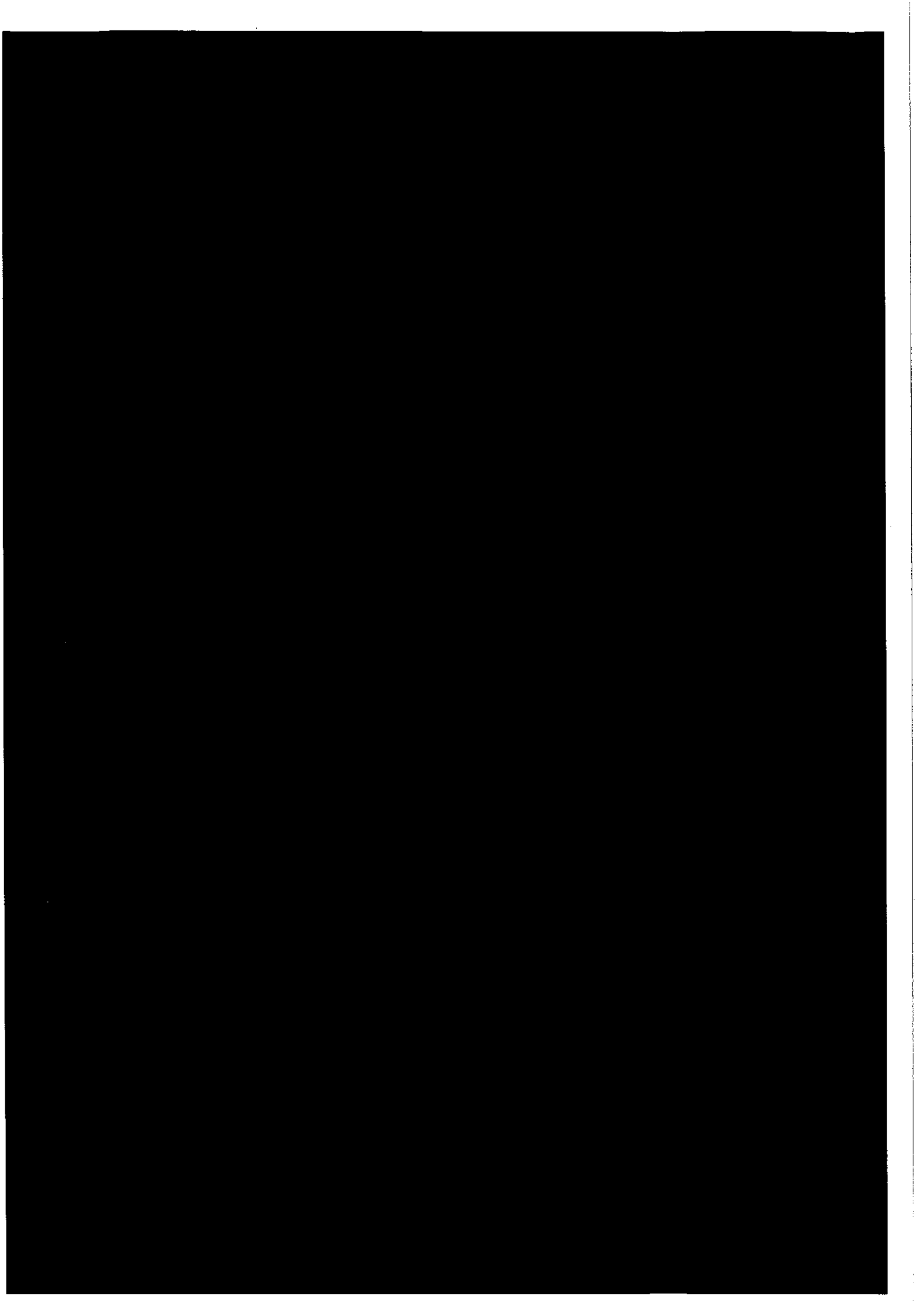
Item	Description	Clause	Details
			<p>Postal Address: GPO Box 366 Canberra ACT 2601</p> <p>ActewAGL House, Level 5 Bunda Street, ACT, 2600</p> <p>Email: CSCSA_Contract_Manager@actew.com.au</p> <p>ActewAGL:</p> <p>Contract Manager Customer Services and Community Support</p> <p>Postal Address: GPO Box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

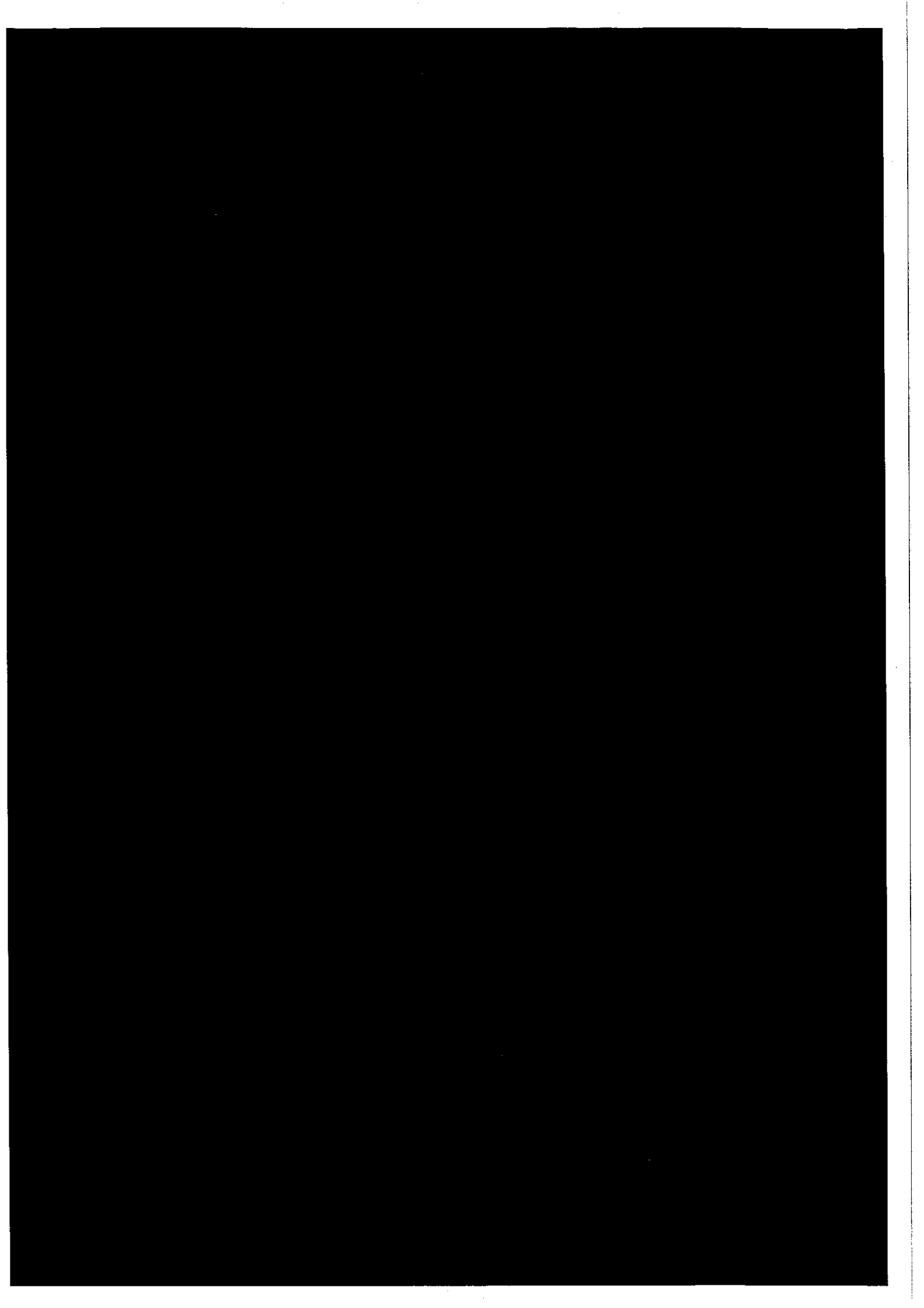
Schedule 2 – Services

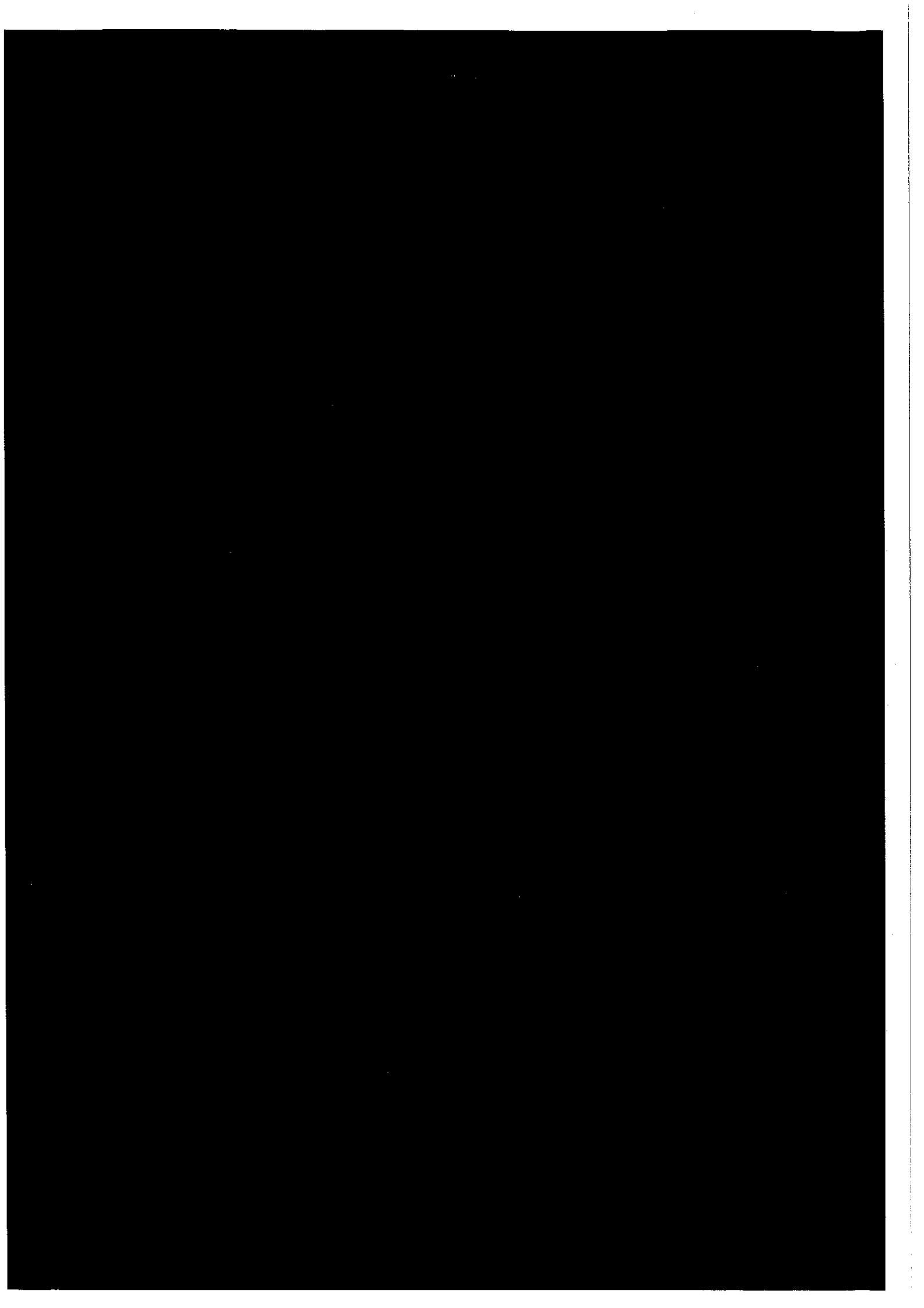
1.	Community Support Services	59
1.1	BAU Services (Services 1 to 11)	59
1.2	NBAU Services	60
2.	Customer Services	61
2.1	BAU Services (Services 12 to 70)	61

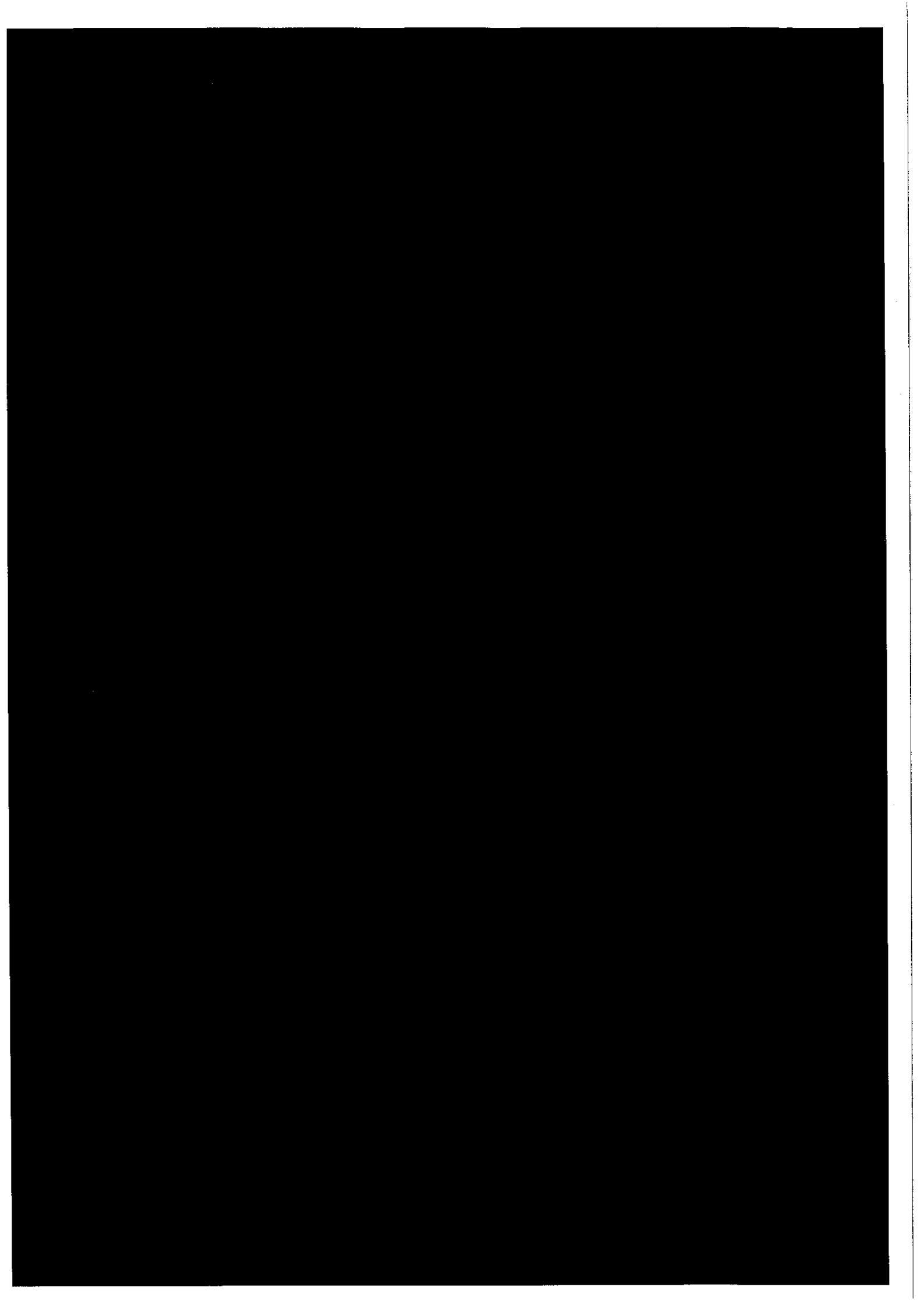


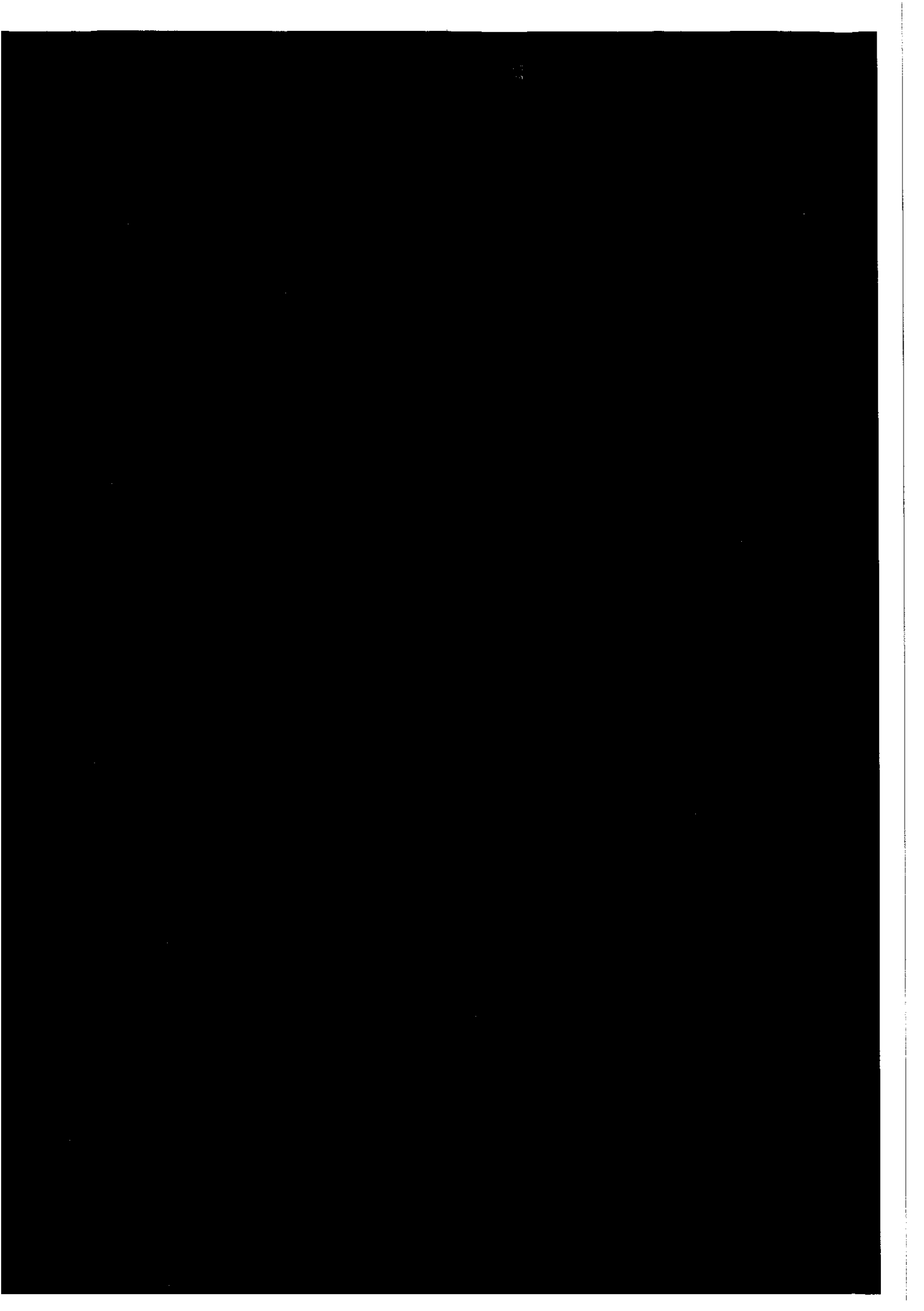


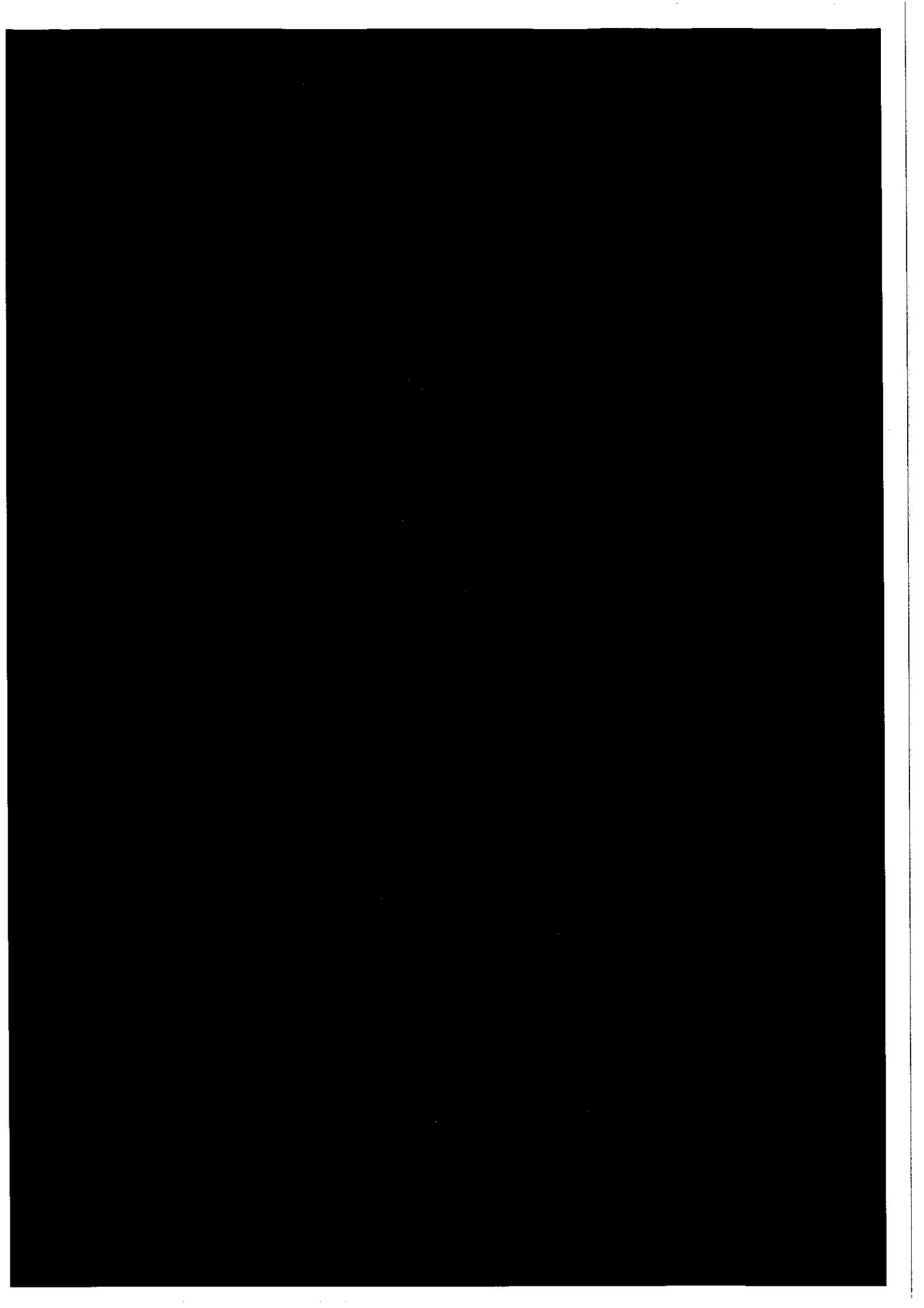


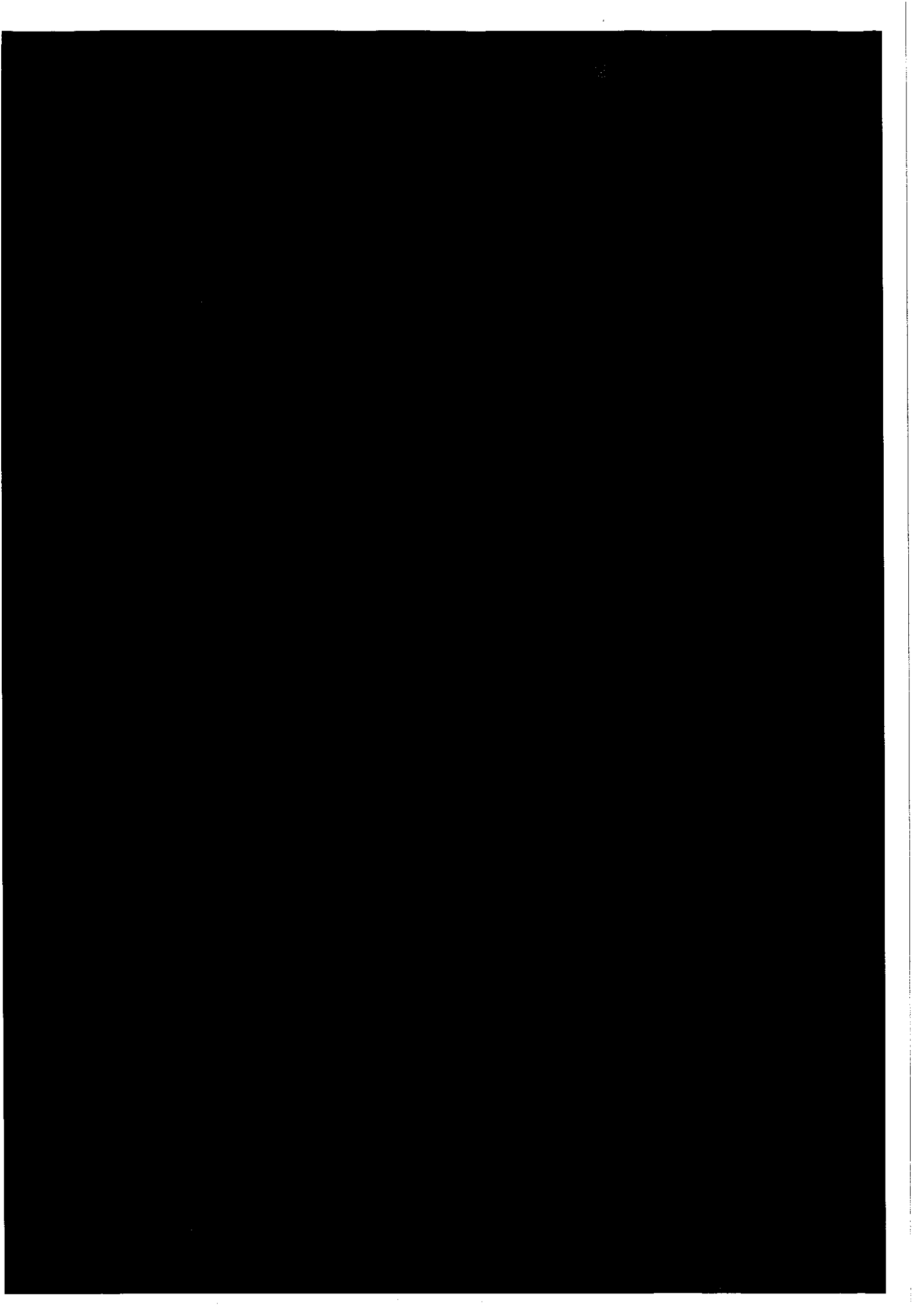


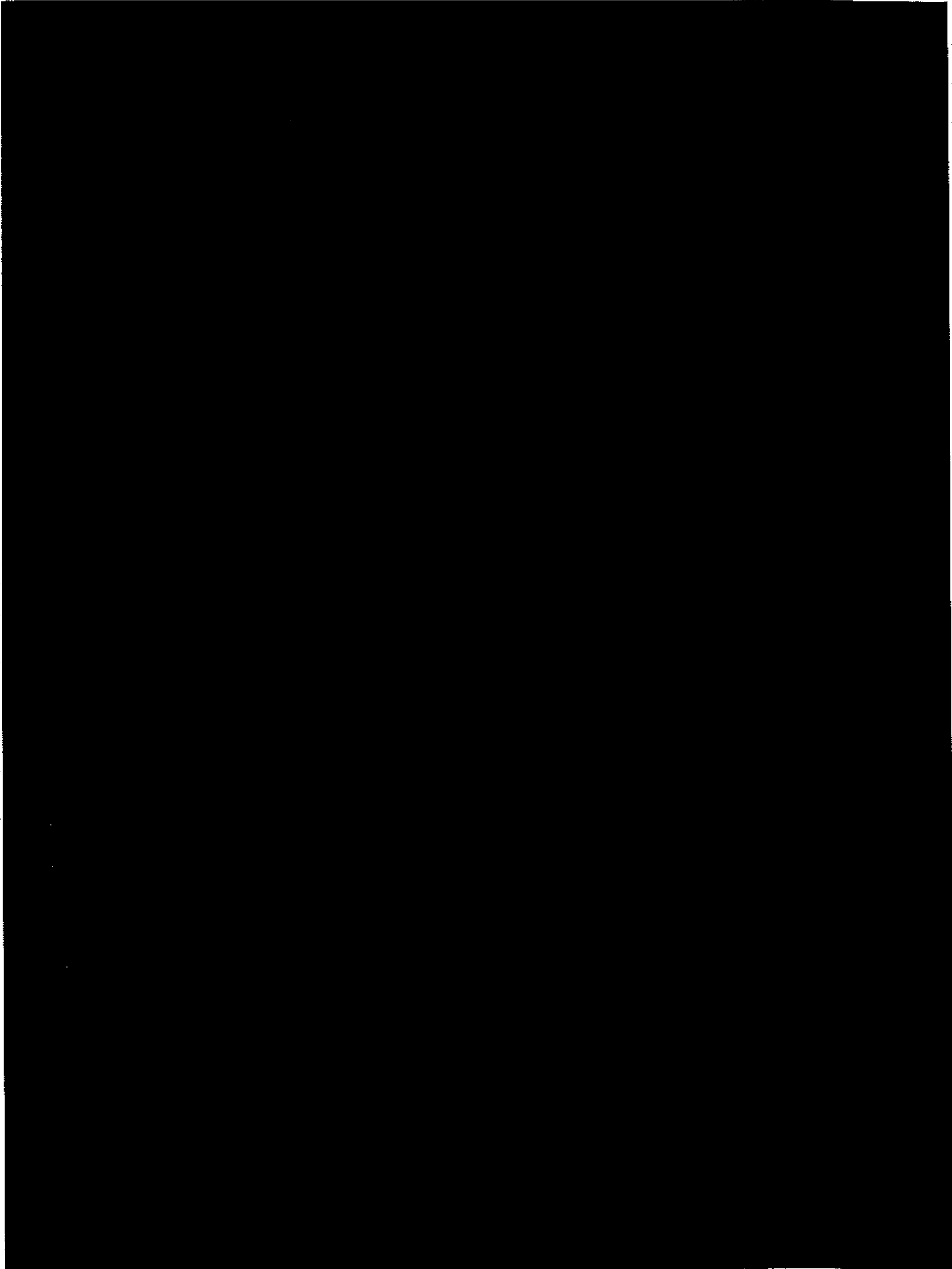


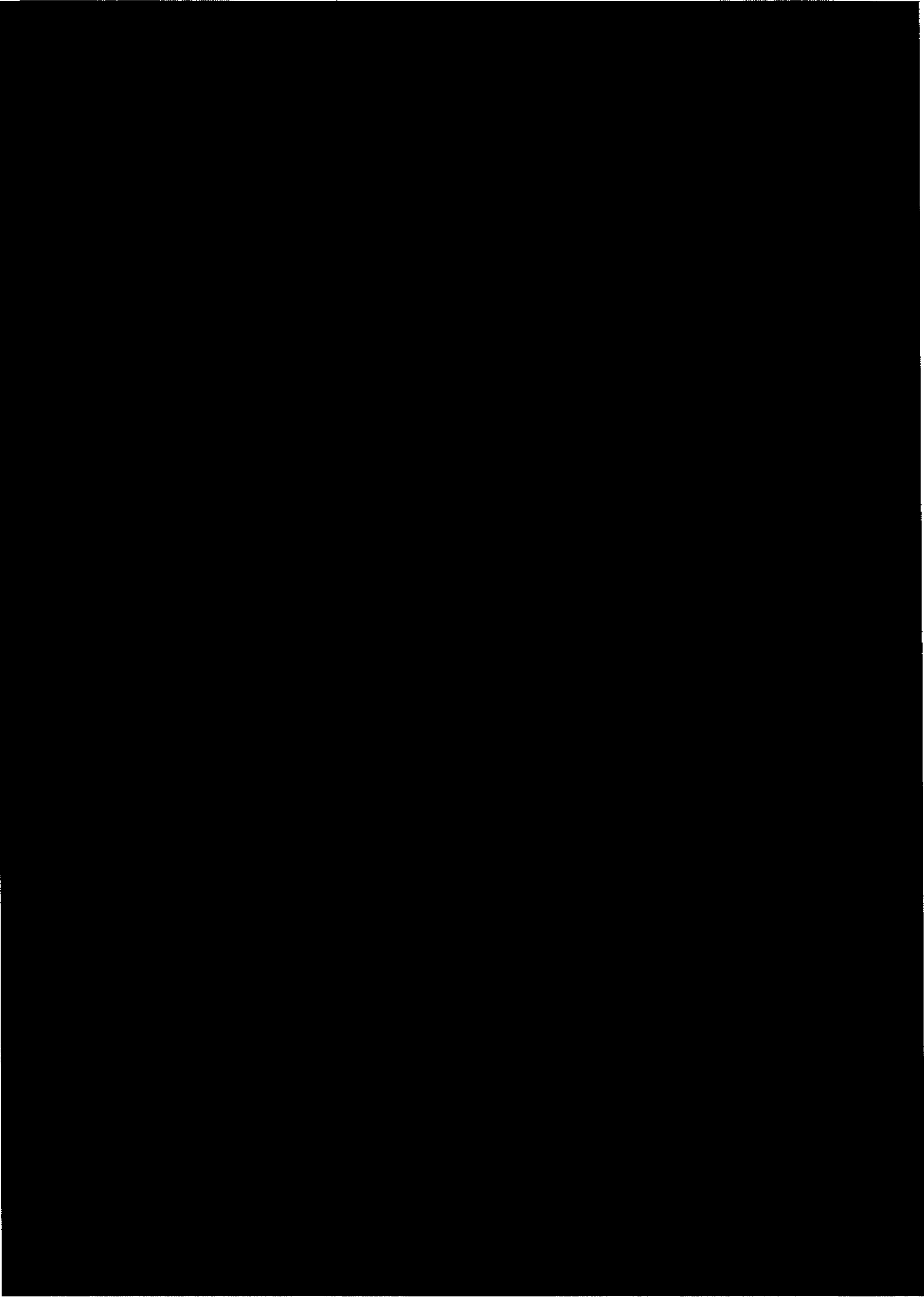


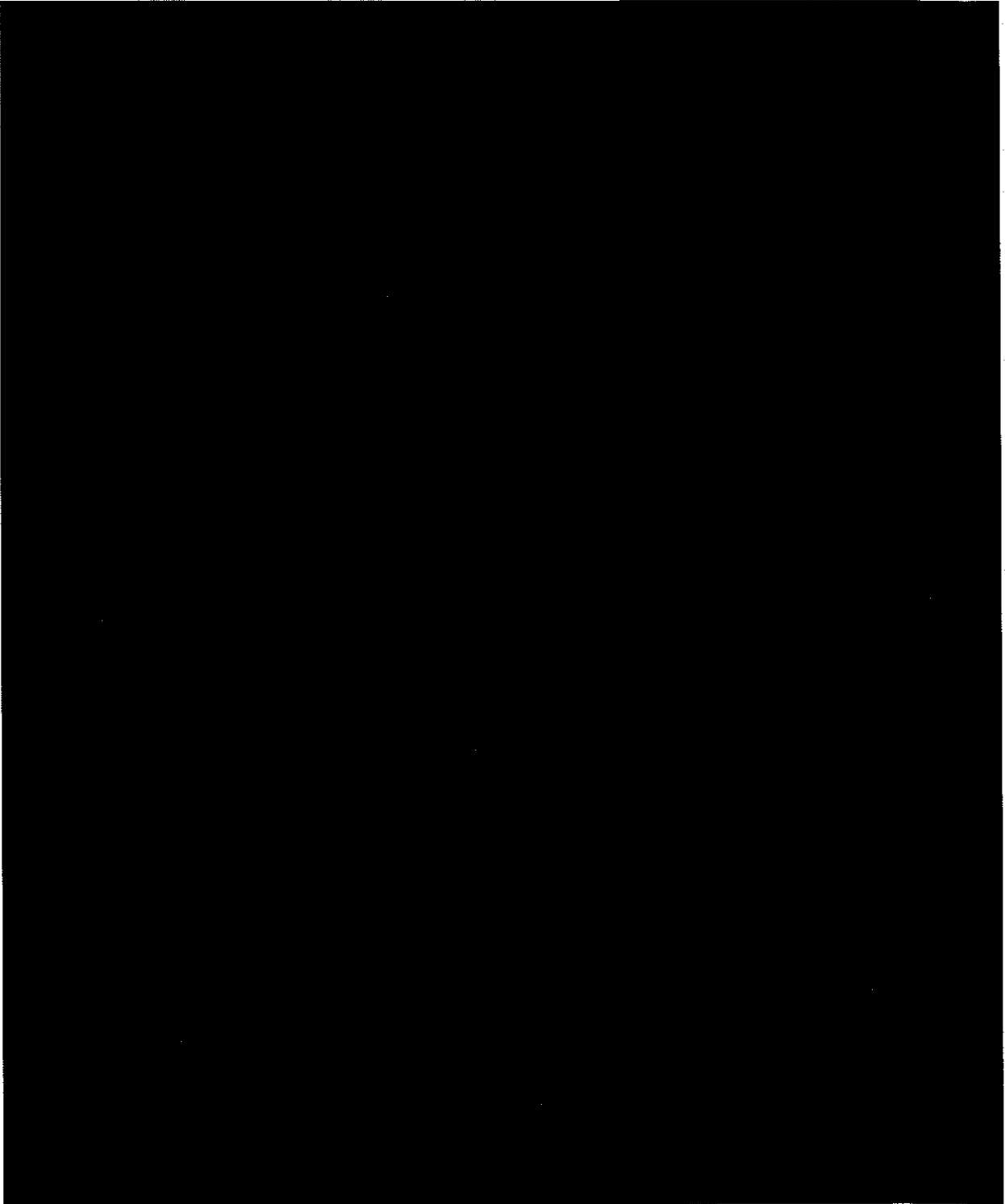












Schedule 4 – Request for proposal and template proposal

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: _____

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.

[REDACTED]

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

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;

- 
- (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

Nil.

Annexure A – ACTEW Water Trademark Licence Agreement