

Memorandum of Understanding

NSW Department of Climate Change, Energy, the Environment and Water and Energy & Water Ombudsman (NSW) Limited

Purpose

The purpose of this memorandum of understanding (MOU) is to set out the administrative arrangements that will operate between the Energy & Water Ombudsman (NSW) Limited ABN 21079718915 (EWON) and the NSW Department of Climate Change, Energy, the Environment and Water (the Parties).

The Parties acknowledge that this MOU is a non-binding expression of the Parties' understanding and does not create legal obligations. The Parties are also parties to a Funding Agreement dated 28 June 2024 (Funding Agreement). To the extent of any inconsistency between this MOU and any law, legal instrument or document, including the Funding Agreement, this MOU is not to be of any effect.

This MOU sets out administrative arrangements to promote effective communication, information sharing, cooperation and coordination between the Parties. The MOU's purpose is to outline how the Parties intend to cooperate in the delivery of their respective roles and functions regarding the energy and water industries in NSW and Australia, where appropriate. The MOU supplements the Funding Agreement in this regard.

The Parties have entered this MOU to:

- ensure and enhance the ability of each Party to fulfil its respective functions
- improve complaints handling and dispute resolution practices in the energy and water industries
- minimise duplication of effort by consulting, and collaborating where appropriate, on forward work programs and other relevant activities, and on any specific issues of concern if and when they arise
- promote a consistent approach to addressing issues of common interest as far as possible
- ensure that relevant information and insights can be, and are regularly shared between the Parties, subject to any statutory restrictions and requirements, including the need to respect personal or commercial confidentiality.

Background

A previous MOU was established between the former NSW Department of Planning and Environment and EWON in 2018. The Parties agree that this MOU will revoke and replace the 2018 MOU.

This MOU is a public document and communicates transparently to all stakeholders, aspects of the relationship and administrative arrangements between the Parties.

Parties to the MOU

The NSW Department of Climate Change, Energy, the Environment and Water (the Department)

The Department works to protect the state's environment and heritage. It leads the way on climate change, driving the sustainable transition to a net zero economy, powered by affordable, reliable, and clean energy. The Department also leads the delivery of sustainable and regulated use of and access to diverse and reliable energy and water resources for the people of NSW.

Among other actions, the Department delivers on these goals through:

- its administration of energy and water rebate schemes
- development and implementation of NSW consumer energy policies, programs and strategies
- delivery and adaptive management of the Electricity Infrastructure Roadmap to transform NSW's electricity system into one that is secure, clean, affordable and reliable, supporting the transition to a net zero economy
- supporting the Minister's participation in the Energy and Climate Change Ministerial Council (formerly the COAG Energy Council)
- driving the development and implementation of Metropolitan water strategies and plans
- maintaining energy and water regulation, licensing and policy.

EWON

EWON is the approved dispute resolution scheme for NSW electricity and gas customers, including those residing in embedded networks, some water customers (where their water utility is a member of EWON), and community members impacted by renewable energy infrastructure projects (where the developer/operator is a member of EWON). EWON receives, investigates and facilitates the resolution of customer and community member complaints about electricity, gas and water entities that are members of the Ombudsman scheme.

EWON's principal responsibilities are:

- to handle energy and water related complaints independently, fairly, informally, expeditiously and free of charge to the consumer
- to promote EWON to residential and small business customers and communities
- to encourage and provide advice to members on good complaint handling practices to assist in reducing and avoiding complaints.

EWON is approved under the framework in the *Electricity Supply Act 1995*, the *Electricity Supply (General) Regulation 2014*, the *Water Industry Competition Act 2006* and the *Water Industry Competition (General) Regulation 2024*.

Under section 49 of the *Water Industry Competition Act 2006*, EWON is required to inform the Minister and the regulator¹ of substantial breaches of this Act or the regulations, or the conditions of a licence, of which EWON becomes aware.

Under clause 13 of the *Electricity Supply (General) Regulation 2014*, EWON will provide the Minister with copies of all EWON's public reports and notify the Minister of all changes in EWON's policies and procedures relevant to EWON status as the approved energy ombudsman scheme.

Notification and consultation

The Parties recognise the importance of mutual consultation, but also acknowledge that decisions must be made independently.

Where appropriate and permissible, the Parties will endeavour to:

- a) Notify each other of any activities that may be relevant to the other Party, and keep each other informed of the progress of those activities. This could include:
 - i. compliance and enforcement activities;
 - ii. reports on systemic and compliance issues arising from complaints about individual energy entities, *Water Industry Competition Act* schemes and major water utilities;
 - iii. reports relevant to the energy and water industries;
 - iv. changes to regulatory instruments; and
 - v. outreach, awareness raising and media activities.
- b) Provide each other with copies of publications that may be relevant to the other organisation. It may also be appropriate to provide an advanced copy of, and briefing on, the publication prior to its general release.
- c) Where publication (such as a report or web page) by one party refers to the other, provide that party with an opportunity to comment on the reference prior to the finalisation and general release of the publication.

¹ IPART administers the licensing of private water utilities in NSW under the *Water Industry Competition Act 2006* (WIC Act).

Complaint handling

The Parties agree to establish working procedures to ensure efficient and effective administration and communication in dealing with relevant complaints.

Meetings

Unless the Parties agree otherwise, the Parties will meet on an ad hoc basis as required and at least every six months to discuss matters of common interest including:

- a) updates and reports on consumer and community members complaints that may demonstrate systemic issues, emerging trends or general concerns about energy or water issues;
- b) performance of entities operating in the energy sector and their compliance with their licence conditions, and performance of utilities and companies in the water industry;
- c) information about any existing or proposed activities being undertaken by each party that may be of interest to the other party;
- d) review of the referral of complaints and enquiries between the Parties;
- e) reports on any other developments that may impact on the interests of the other party; and
- f) information on issues that are within the responsibility of their organisation.

For this purpose, the Parties will each nominate liaison officers to attend meetings. The Department will nominate three officers, one for managing energy customer complaints, one for energy infrastructure complaints, and one for water complaints.

The Parties also agree to meet periodically to discuss complaints management and systemic and emerging issues related to energy infrastructure projects, as part of the Renewable Energy Advisory Group of EWON, the Department, regulators, community and other key stakeholders.

Information management

The Parties recognise the value of sharing information to enable the Parties to carry out their respective functions in a proper manner, and agree to undertake all reasonable endeavours to enable such information to be shared, including obtaining complainant consent where appropriate.

The Parties recognise that they each have statutory obligations, including obligations in relation to the protection of information, and will take reasonable steps to protect any confidential information from any unauthorised use or disclosure. Nothing in this MOU will be taken to require or authorise the sharing of information between the Parties in a manner that is inconsistent with any legal or administrative requirement.

Each party agrees to allow the other a reasonable amount of time to provide information under this MOU.

Termination

Either of the Parties may terminate this MOU by giving 30 days written notice to the other party. The termination will take effect on the date that is 30 days after the notice is issued unless otherwise agreed, in writing, by the Parties.

This MOU will continue in force until another MOU is agreed and signed between the Parties or until this MOU is terminated. Either of the Parties may initiate a review of this MOU at any time.

Publication

This MOU shall be published by the Parties on their respective websites.

Signing page

Executed by the **Department** by its Delegate:



Signature of Delegate

Kim Curtain

Name of Delegate

Deputy Secretary, Energy Climate Change and
Sustainability Group, NSW DCCEEW

Role of Delegate



Signature of witness

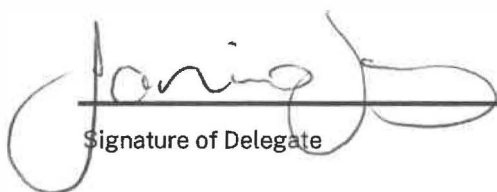
Carrie Hamilton

Name of witness

19 February 2025

Date

Executed by the **EWON** by its Delegate:



Signature of Delegate

Janine Young

Name of Delegate

Ombudsman and Chief Executive Officer

Role of Delegate



Signature of witness

Stephanie Saill

Name of witness

20 March 2025

Date