



Department of Communities,  
Disability Services and Seniors

Date \_\_\_\_\_20

# AGREEMENT

BETWEEN

**State of Queensland**

AND

**[Retail Entity Name]**

**ABN [ ]**

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## RETICULATED NATURAL GAS REBATE AGREEMENT

31 March 2008

Department of Communities,  
Disability Services and Seniors  
GPO Box 806  
Brisbane Queensland 4001

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## **PARTIES:**

**The State of Queensland**, represented by the Department of Communities, Disability Services and Seniors (the “**State**”)

[Insert name of Retailer] (“**Retailer**”)  
ABN [ ]

## **BACKGROUND**

The State wishes to formalise administrative arrangements for the provision of Rebates to those Queensland residents who meet the Eligibility Criteria.

The Retailer agrees to receive and process Applications for Rebates and give Rebates on the terms and conditions of this Agreement.

**IT IS AGREED** by the parties as follows.

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## **1 Interpretation**

### **1.1 Definitions**

The following definitions apply in this Agreement, unless the context otherwise requires.

|                                 |  |
|---------------------------------|--|
| <b>Agreement</b>                | means this reticulated natural gas rebate agreement.   |
| <b>Application</b>              | means an application by a Customer to the Retailer for a Rebate.   |
| <b>Australian Standard</b>      | means the Australian Standard AS ISO 10002-2006 as amended and updated from time to time.  |
| <b>Business Day</b>             | means a day other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the <i>Holidays Act 1983</i> (Qld)).                               |
| <b>Claim</b>                    | means a tax invoice from the Retailer to the State for reimbursement for Rebates granted in accordance with this Agreement, including Rebates granted retrospectively. |
| <b>Claimant Resident</b>        | means a person with respect to whom a Proprietor makes an Application and claims a Rebate.   |
| <b>Confidential Information</b> | means the kind of information that:<br><br>(1) is or relates to documents, submissions,  |

consultations, policies, strategies, practices and procedures of a party which are by their nature confidential;

(2) is notified (whether in writing or not) by one party to the other as being confidential; or

(3) is Personal Information,

but does not include information that:

(4) is or becomes public knowledge other than by breach of this Agreement;

(5) has been independently developed or acquired by the other party; or

(6) has been notified in writing by a party to the other as not being confidential.

**Contract Material** means all material created, written or otherwise brought into existence by or on behalf of a Retailer as part of, or for the purpose of, the performance of the Retailer's obligations under this Agreement including all reports (whether in draft or final form), documents (including Applications), equipment, information (including information on a Customer to the extent that it is relevant to their eligibility) and data stored by any means, but to avoid doubt excludes State Material.

**Contract Officer** means, in relation to a party, the person nominated by that party (and notified to the other party) to be the party's primary contact point in respect of this Agreement and who, at the date of this Agreement is the person specified in **Item 1 Schedule 1**.

**Customer** has the meaning given to that term in the Gas Supply Act.

**Customer Retail Services** has the meaning given to that term in the Gas Supply Act.

**Eligibility Criteria** means the criteria set out under "Eligibility" in the Policy and Procedures.

**Gas Industry Code** means the Gas Industry Code made under the Gas Supply Act.

**Gas Supply Act** means the Gas Supply Act 2003 (Qld).

**GST** means goods and services tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

|                              |   |
|------------------------------|---|
| <b>Ombudsman</b>             | means the ombudsman appointed under the <i>Ombudsman Act 2001</i> (Qld). To avoid doubt, this is not the ombudsman appointed under the <i>Energy Ombudsman Act 2006</i> (Qld).  |
| <b>Personal Information</b>  | has the meaning given to that term in the <i>Privacy Act 1988</i> (Cwlth).  |
| <b>Privacy Commissioner</b>  | has the meaning given to the term “Commissioner” in the <i>Privacy Act 1988</i> (Cwlth).  |
| <b>Policy and Procedures</b> | means the policy and procedures of the Queensland Government’s reticulated natural gas rebate scheme as amended from time to time.  |
| <b>Proprietor</b>            | means an owner or operator of a residential home park or other similar multi-tenanted residential premises (eg caravan parks, blocks of flats or home units where living units are separate and identifiable or any other like premises) that agrees to participate in this scheme and who meets the criteria and performs the functions set out in the Policy and Procedures.                |
| <b>Rebate</b>                | means a rebate on the charges for Customer Retail Services provided by the Retailer to a Customer’s residential premises for domestic consumption by the Customer or a Claimant Resident, calculated in accordance with the relevant Rebate Rate.   |
| <b>Rebate Beneficiaries</b>  | has the meaning given to that term in <b>Item 3 Schedule 2</b> .  |
| <b>Rebate Customer</b>       | has the meaning given in <b>clause 2.1</b> .  |
| <b>Rebate Rate</b>           | means the rates and methods of calculation set out in <b>Item 1 Schedule 2</b> , as amended from time to time to reflect any changes set out in the Policy and Procedures.  |
| <b>Records</b>               | means all records necessary to substantiate any Rebate given to a Customer and any Claim.   |
| <b>Relevant Verifier</b>     | means: <ul style="list-style-type: none"> <li>(1) Centrelink if a person claims to hold a concession card issued by Centrelink or the Federal Department of Veterans’ Affairs; and</li> <li>(2) the Department of Communities, Disability Services and Seniors if a person claims to hold a Seniors Card issued by the Department of Communities, Disability Services and Seniors.</li> </ul> |
| <b>Retail Authority</b>      | has the meaning given to that term in the Gas Supply  |

|                       |   |
|-----------------------|---|
|                       | Act.  |
| <b>Retailer</b>       | means the entity so described in the Parties.   |
| <b>Review Date</b>    | has the meaning given in <b>clause 3.3(4)</b> .   |
| <b>State</b>          | means the State of Queensland, represented by the Department of Communities, Disability Services and Seniors.   |
| <b>State Material</b> | means any material provided by the State to the Retailer for the purposes of this Agreement including all reports (whether in draft or final form), documents, equipment, information and data stored by any means. |

## 1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (2) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement unless otherwise stated;
- (3) words importing a gender include the other;
- (4) words in the singular number include the plural and vice versa;
- (5) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (6) “include” is not to be construed as a word of limitation;
- (7) headings have no effect on the interpretation of the provisions; and
- (8) an obligation imposed by this Agreement on more than one person binds them jointly and severally.

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## 2 Outline

### 2.1 Key concepts

This Agreement employs a number of key concepts.

- (1) The Retailer agrees to:
  - (a) receive and process, in accordance with **clauses 4 and 5**, Applications for the Rebate; and



- (b) pay the Rebate to Rebate Customers in accordance with **clause 6**.
- (2) The State agrees to reimburse the Retailer, in accordance with **clause 7**, for any Rebate validly paid to a Rebate Customer.
- (3) Any Customer may make an Application.
- (4) A Customer will fall into one of two categories.
  - (a) In most cases, a Customer will apply on the Customer's own behalf.
  - (b) In some cases, a Customer will apply as a Proprietor.
- (5) If a Customer:
  - (a) has made an Application to a Retailer in accordance with **clause 4**;
  - (b) holds a reticulated natural gas account with the Retailer; and
  - (c) meets the Eligibility Criteria,then the Customer is a Rebate Customer.

## **2.2 Priority**

If **clause 2.1** conflicts with another clause of this Agreement, then the other clause prevails.

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# **3 Term and Review of Agreement**

## **3.1 Commencement**

The terms of this Agreement commence on the later of:

- (1) the day that a Retail Authority is issued to the Retailer under the Gas Supply Act (Qld); and
- (2) the date of this Agreement.

## **3.2 Term**

The terms of this Agreement operate until the termination of this Agreement in accordance with **clause 16**.

## **3.3 Review of Agreement**

- (1) The parties agree that on or around each Review Date the parties will:
  - (a) meet to review the terms of this Agreement and negotiate any proposed amendments in good faith; and

- (b) to the extent any changes to this Agreement are agreed to by the parties, enter a deed of amendment to this Agreement to implement those changes.
- (2) If no agreement is reached on changes to this Agreement under paragraph (1) six months after a Review Date, then either party may give the other a notice of dispute (as referred to in **clause 17.1**) and the provisions of **clauses 17.1** and **17.2** will apply.
- (3) Subject to the terms of this Agreement, if, despite the mediation process, no agreement is reached between the parties, this Agreement will, subject to **clause 16**, continue on the same terms until at least the next Review Date.
- (4) A review as contemplated by **clause 3.3** will be conducted every three years, the first Review Date being 1 January 2010 and subsequent Review Dates being three years after the immediately previous Review Date.
- (5) Where there is an amendment to the Gas Supply Act or any other Act or policy that materially affects the operation of this Agreement or the Rebate scheme, the parties agree to negotiate, in good faith, appropriate variations to this Agreement.
- (6) The parties must continue to carry out their obligations under this Agreement during the period of any review.

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## 4 Applications

- (1) A Retailer must have the ability to receive Applications made in writing.
- (2) A Retailer may accept an Application made:
  - (a) over the telephone; or
  - (b) by electronic means,however:
  - (c) if a Customer is making an Application as a Proprietor, the Application must be in writing; and
  - (d) nothing in this Agreement requires a Retailer to accept an Application over the telephone or by electronic means.
- (3) An Application must:
  - (a) if made in writing, be substantially in the form of the relevant form (currently Forms 508, 509 and 510) available on the Department of Communities, Disability Services and Seniors' website;
  - (b) if made over the telephone or by electronic means, include all the information and declarations required to be provided in a written

application, as set out in the relevant forms (currently identified as Forms 508 and 509) available on the Department of Communities, Disability Services and Seniors' website;

- (c) include sufficient information to determine whether a Customer who has made an Application meets the Eligibility Criteria;
- (d) include the Customer or, where the Application is being made by a Proprietor, the Claimant Resident confirming that they authorise the Retailer to exchange relevant information about the Customer or Claimant Resident (as applicable) with Centrelink, the Federal Department of Veterans' Affairs, the Department of Communities, Disability Services and Seniors, Concession Services and Card Services or the State for the purposes of this Agreement, including verification of eligibility and reporting; and
- (e) if the Customer is applying for the Rebate to be paid for a retrospective period, include the Customer and Claimant Resident (if applicable) confirming that they authorise the Department of Communities, Disability Services and Seniors, Concession Services to contact any holder of a Retail Authority to determine whether a Rebate has been given in respect of the retrospective period.

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## **5 Processing of Applications**

### **5.1 Retailer's obligations before receipt of an Application**

The Retailer must:

- (1) disseminate to Customers and potential Customers information on the availability of the Rebate;
- (2) implement procedures to allow its Customers to apply for a Rebate;
- (3) assist its Customers with enquiries in relation to the Rebate arrangements and any Application;
- (4) assess each Application in accordance with the Eligibility Criteria. This obligation will be met if the Customer's Application complies with **clause 4(3)** and the Retailer meets its obligation in **clause 5.1(5)**;
- (5) on receiving an Application, comply with the verification procedure required in **Item 1(a) Schedule 3**;
- (6) inform each Customer of the result of their Application within a reasonable time of the Application. To avoid doubt, if an Application is successful, a Retailer will be taken to have complied with this **clause 5.1(6)** if the Retailer applies the Rebate to the Customer's first bill after the determination of the Application. If the Application is unsuccessful, the Retailer will be taken to have complied with this **clause 5.1(6)** if the Retailer notifies the Customer that the Application was unsuccessful on the Customer's first bill after the determination of the Application; and

- (7) if a Customer notifies the Retailer that it is dissatisfied with the rejection of the Application, confirm that the details the Retailer submitted for verification under the processes set out in **Schedule 3** were correct, and if not, re-submit the Customer's details for verification.

## **5.2 Further Applications**

The Retailer may, at any time, require a Rebate Customer to provide a new Application. If the Rebate Customer fails to lodge such new Application within the reasonable time specified by the Retailer, the Retailer must cease providing the relevant Rebate Customer the Rebate.

## **5.3 On-going verification**

The Retailer must undertake the on-going verification processes set out in **Schedule 3** in relation to all Rebate Customers.

---

# **6 Payment of Rebate**

## **6.1 Rebates**

Subject to **Item 2 Schedule 3**, the Retailer must deduct the amount of the Rebate from the amount payable by a Rebate Customer on account of Customer Retail Services provided to the Rebate Customer. To avoid doubt, the Rebate cannot be used to reduce the amount payable by the Rebate Customer for any other goods or services.

## **6.2 Retrospective Rebate Payments – Section removed but heading retained for numbering purposes**

## **6.3 Rebate Back Payment**

A Rebate Back Payment refers to rebate payments missed by the Retailer to an eligible Customer following an error on the part of the Retailer or a Government Agency.

If the Retailer has a Rebate Back Payment for a Customer, the Retailer will pay the customer in a manner consistent with **Item 1 Schedule 2**.

The Retailer will notify the Department of Communities, Disability Services and Seniors, Concession Services upon discovery of an issue and the Department of Communities, Disability Services and Seniors will inform the Retailer in writing of the Rebate Back Payment that the Customer is entitled to.

## **6.4 Rebate Rate for Back Payments**

The terms and conditions of this Agreement apply to the provision of retrospective Rebates under **clause 6.3** and the Rebate Rate payable for the retrospective period will be the current Rebate Rate applicable at the time the Rebate is given.

## 6.5 Carry-over of Rebate Back Payments

- (1) If the Retailer is required to give a Rebate in respect of a back payment period and the amount of the Rebate exceeds the Rebate Customer's next bill (after any deduction for the Rebate for the current period), the Retailer must still credit the Rebate Customer with the entire Rebate. Such credit may be carried forward on the Rebate Customer's bill.
- (2) If a Rebate Customer ceases to be a Customer of the Retailer and there remains a credit on the Rebate Customer's account, the Retailer must use its best endeavours to pay the Rebate Customer an amount equal to the remaining credit by cheque, electronic funds transfer or any other means agreed with the Rebate Customer.

## 6.6 Avoiding multiple Rebates

- (1) Notwithstanding anything else in this **clause 6**, if an Application claims a Rebate for a period for which the Retailer did not provide Customer Retail Services to the Rebate Customer or, if a Proprietor is making the Application, the Claimant Resident's premises, then the Retailer must:
  - (a) refer the claim to the Department of Communities, Disability Services and Seniors, Concession Services for the Department of Communities, Disability Services and Seniors, Concession Services to confirm that the Rebate Customer or, if a Proprietor is making the Application, the Claimant Resident has not received, either directly or through a Proprietor, a Rebate for some or all of the period for which the Rebate is claimed; and
  - (b) if the Department of Communities, Disability Services and Seniors, Concession Services advises the Retailer that the Rebate Customer (for individual applicants) or Claimant Resident (for Applications made by a Proprietor) has already received a Rebate for a period, the Retailer must not credit the relevant Rebate Customer with a Rebate for that period.
- (2) To enable the Department of Communities, Disability Services and Seniors, Concession Services to carry out its role of preventing multiple Rebates being paid, the Retailer agrees that, if the Retailer receives a request from the Department of Communities, Disability Services and Seniors, Concession Services to verify whether a person has claimed a Rebate from the Retailer, the Retailer will, within a reasonable period not being longer than 15 Business Days, inform the Department of Communities, Disability Services and Seniors, Concession Services:
  - (a) whether the Retailer has provided a Rebate, whether directly or indirectly, to the person who now directly or indirectly claims the Rebate, as notified by the Department of Communities, Disability Services and Seniors, Concession Services. To avoid doubt, this clause does not require the Retailer to keep any additional records or to keep records for any additional period than is required under **clause 8**; and
  - (b) if so, for what periods.

## **6.7 Interest**

No interest will be payable by the Retailer to the Rebate Customer, or claimable by the Retailer from the State, on a retrospective Rebate.

## **6.8 Identification of Rebate**

The Retailer must include a separate and identifiable item on the Rebate Customer's bill that identifies the Rebate as a Queensland Government Rebate.

## **6.9 Multiple applications for single premises (other than by Proprietors)**

Where a reticulated natural gas account is in more than one name, and more than one resident is eligible to receive the Rebate, each resident may, on Application, have their eligibility established, however only one Rebate per household will be deducted.

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# **7 Claims for reimbursement**

## **7.1 Reimbursement**

Subject to this **clause 7**, in consideration of the Retailer giving the Rebate as set out in **clause 6**, the State will reimburse the Retailer for any Rebate validly given to a Rebate Customer in accordance with the terms of this Agreement. For the avoidance of doubt, a Rebate will be deemed to be validly given to a Rebate Customer if the Retailer has complied with its verification obligations in **Item 1(1) and (2) Schedule 3** in respect of the relevant Rebate Customer and has received confirmation from the Relevant Verifier that the Rebate Customer satisfies the Eligibility Criteria.

## **7.2 Claims**

- (1) The Retailer must, after the end of each month, submit its Claim for the preceding month to the State substantially in the form of the relevant form (currently Form 507) available on the Department of Communities, Disability Services and Seniors' website.
- (2) The Retailer must use its best endeavours to submit its Claim within 14 Business Days after the end of each month.
- (3) To avoid doubt, the Claim submitted in accordance with **clause 7.2(1)** must include a claim by the Retailer for administration fee in respect of the Rebate Scheme. The amount of the administration fee the Retailer may claim is set out in **Item 3 Schedule 2**.

## **7.3 Payment of Claim**

- (1) The State must pay the Retailer:
  - (a) the amount of each correctly rendered Claim; or
  - (b) if a Claim is not correctly rendered, an amount equal to the undisputed portion of the Claim. To avoid doubt, if a Claim is not submitted in writing, is not signed by an authorised person of

the Retailer, does not include the certification set out in the relevant form (currently Form 507) available on the Department of Communities, Disability Services and Seniors' website or is not accompanied by the reports and invoice required under **Schedule 4**, the entire Claim will be considered in dispute for the purposes of this **clause 7.3(1)(b)**.

- (2) Subject to **clause 7.3(1)**, the State must use its best endeavours to pay the Claim within 14 Business Days of receipt of the Claim.

#### **7.4 Correctly rendered Claim**

A Claim is correctly rendered if:

- (1) the amount in the Claim is correctly calculated; and
- (2) the Claim is in writing;
- (3) is signed by an authorised person of the Retailer;
- (4) has the certification set out in the relevant form (currently Form 507) available on the Department of Communities, Disability Services and Seniors' website; and
- (5) is accompanied by the report and invoice required under **Schedule 4**.

#### **7.5 Incorrect payments**

- (1) If, within 2 years from the date a Claim is submitted, a Claim is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Retailer, as the case may be.
- (2) If an overpayment occurred due to Rebate Customer or Claimant Resident error or fraud, the State will not make a claim to recover the overpayment from the Retailer.
- (3) An amount due to a party as a result of an underpayment or overpayment may be offset against any amount subsequently due by the Retailer to the State (or vice versa) under this Agreement.
- (4) If the Retailer claims that there has been an underpayment, the Retailer must provide all reasonable information as to why the underpayment occurred. If the State claims that there has been an overpayment, the State must provide all reasonable information as to why the overpayment occurred.

#### **7.6 Account**

The Retailer must advise the State the details of the bank account to which any amount in relation to a Claim is to be paid.

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## **8 Records and Auditing**

### **8.1 Retention of records**

The Records must be retained by or on behalf of the Retailer for two years.

### **8.2 Audit**

The State may on reasonable notice and at its own cost and expense audit the Retailer's compliance with this Agreement.

### **8.3 Assistance**

The Retailer must give the State reasonable access to the Records and such assistance as may reasonably be necessary to enable the State to conduct that audit.

### **8.4 Copies**

In conducting an audit, the State may, at its own cost and expense, take copies of any Records which it reasonably considers relevant to this Agreement.

### **8.5 Auditors**

Any of the State's rights under this **clause 8** may be exercised by auditors nominated by the State to conduct financial and compliance audits.

### **8.6 Subcontractors**

The Retailer must ensure that any sub-contract entered into for the purpose of performing the Retailer's obligations under this Agreement contains an equivalent clause granting the rights specified in this **clause 8** with respect to the subcontractor.

### **8.7 Privacy obligations**

The State will comply with its obligations under the *Privacy Act 1988* (Cwlth) with respect to any information obtained under this **clause 8** and will treat the information as Confidential Information.

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## **9 Reporting**

The Retailer must comply with the reporting obligations set out in **Schedule 4**.

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## **10 Systems, equipment and material**

### **10.1 Systems, equipment and material**

- (1) The Retailer must provide all systems, equipment, material and other resources to perform its obligations under this Agreement.
- (2) Other than the administration fee payable by the State under **clause 7** and any costs and expenses reimbursable by the State in accordance with



**Item 3 Schedule 4**, the State is under no obligation to provide funding for these systems, equipment, material and other resources.

## **10.2 Changes to systems, equipment and material**

- (1) The Eligibility Criteria and information necessary to determine the Rebate Rate form part of the Policy and Procedures determined by the Department of Communities, Disability Services and Seniors.
- (2) In circumstances where a change to the Policy and Procedures will:
  - (a) amend the Rebate Rate; or
  - (b) affect the method of calculating the Rebate,

the State will liaise with the Retailer prior to the initiation of the change and provide the Retailer with a reasonable period of notice of the proposed changes to enable the Retailer to undertake required system and process changes.
- (3) In circumstances where a change is being made to the Eligibility Criteria, the State will liaise with the Retailer prior to the initiation of the change and provide the Retailer with at least three months' notice of the proposed changes to enable the Retailer to undertake system and process changes.
- (4) Upon amendment to the Policy and Procedures that would result in a change to the Rebate Rate, method of calculating the Rebate or Eligibility Criteria, the State must, as soon as reasonably practicable, give the Retailer written notice of any changes to the Rebate Rate or Eligibility Criteria.

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## **11 No assignment**

### **11.1 No assignment**

The Retailer must not assign the whole or part of this Agreement without the prior written consent of the State. The State must not unreasonably withhold or delay its consent to the assignment by the Retailer of the whole or part of this Agreement.

### **11.2 Obligations**

If the Retailer subcontracts the performance of any obligation under this Agreement, the Retailer is not relieved of any of its obligations under this Agreement.

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## **12 Ownership and Use of Material**

### **12.1 Ownership of Contract Material**

Ownership of all Contract Material, including any intellectual property rights, vests on its creation in the Retailer.

## 12.2 Use of Contract Material

- (1) The Retailer grants to the State a royalty-free licence to use the Contract Material solely for the purpose of complying with and enforcing this Agreement.
- (2) The Retailer warrants that the use of any Contract Material by the State:
  - (a) will not infringe the intellectual property rights of any third party; and
  - (b) no fees, royalties or other payments are payable in respect of any third party rights as a result of the State's (or its agent's) use of any Contract Material.

## 12.3 State Material

- (1) State Material will remain the property of the State and the Retailer must only use that material for the purpose of complying with and enforcing this Agreement, in accordance with any conditions notified to it by the State and in accordance with any *Privacy Act 1988* (Cwlth) and confidentiality requirements.
- (2) The State warrants that the use of any State Material by the Retailer:
  - (a) will not infringe the intellectual property rights of any third party; and
  - (b) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Retailer's (or its agent's) use of any State Material.

For the purpose of **clause 12**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

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## 13 Privacy of Personal Information

### 13.1 Employee awareness

- (1) The Retailer must use its best endeavours to ensure its employees, agents and contractors or any subcontractor do not access, use, disclose or retain Personal Information except as required in performing their duties of employment or contractual arrangements and that they otherwise treat that information as though they were bound by the *Privacy Act 1988* (Cwlth).
- (2) The Retailer must ensure that any employee, agent or contractor of the Retailer or any subcontractor, requiring access to any Personal Information held in connection with this Agreement:
  - (a) is aware that they must not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

- (b) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Retailer to take disciplinary action against the employee or subcontractor.

### **13.2 Reasonable requests, directions and guidelines**

The Retailer must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the State arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cwlth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

### **13.3 Indemnity and compensation**

The Retailer indemnifies the State in respect of any liability, loss or expense incurred arising out of or in connection with, a breach of the obligations of the Retailer under this **clause 13** or the *Privacy Act 1988* (Cwlth), except to the extent that the State caused or contributed to the relevant liability, loss or expense.

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## **14 Handling of complaints**

- (1) If a Customer or a Claimant Resident (“**Complainant**”) alleges that the Retailer (or any of its employees, agents, contractors or subcontractors):
  - (a) has breached the privacy obligations owed to the Complainant in respect of or in connection with this Agreement; or
  - (b) has otherwise failed to comply with this Agreement with respect to the Complainant,

the Retailer must handle the complaint in accordance with the Australian Standard.
- (2) When the Retailer responds to a complaint referred to in **clause 14(1)**, the Retailer must inform the Complainant:
  - (a) that the Complainant has a right to raise the complaint to a higher level within the Retailer’s management structure;
  - (b) that, if after raising the complaint to a higher level the Complainant is still not satisfied with the Retailer’s response, the Complainant can refer the complaint to:
    - (i) if the complaint is with respect to a breach of the privacy obligations owed to the Complainant, the Privacy Commissioner; or
    - (ii) in all other circumstances, the State.
- (3) If requested by the Complainant, the information in **clause 14(2)** must be provided in writing.

- (4) Subject to complying with any obligation under the *Privacy Act 1988* (Cwlth), if a Complainant approaches the State with a complaint related to a matter provided for in **clause 14(1)** and the Complainant has not participated in Retailer's internal complaint handling process, the State will refer the complaint to the Retailer.
- (5) If the complaint relates to the eligibility of a Customer to receive the Rebate or the amount of a Rebate payable, the State will make a decision and, if that decision is that the Customer is not eligible or is not entitled to receive the Rebate they claim is payable, inform the person that they can refer the complaint to the Ombudsman.
- (6) The Retailer must implement a decision of the State made under this clause 14.

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## **15 Non-disclosure of Confidential Information**

### **15.1 Must not disclose Confidential Information**

Except as provided in this Agreement, a party ("Information Holder") must not disclose Confidential Information of the other party ("Information Owner") to any person without the prior written consent of the Information Owner except to the extent that the Confidential Information is:

- (1) required or authorised to be disclosed by law, including with respect to the State, under the *Financial Administration and Audit Act 1977* (Qld);
- (2) required to be disclosed by a recognised stock exchange on which the Information Holder is listed; and
- (3) disclosed to the Information Holder's employees, solicitors, auditors, insurers or advisers.

### **15.2 Protection of Confidential Information**

The Information Holder must take all reasonable measures to ensure that:

- (1) Confidential Information of the Information Owner accessed or held by the Information Holder, its employees, solicitors, auditors, insurers or advisers, in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel of the Information Holder, being those personnel who require access to the information for the purposes of or in connection with this Agreement have access to the Confidential Information of the Information Owner.

### 15.3 Information Holder's Use of Confidential Information

The Information Holder must:

- (1) use Confidential Information of the Information Owner held in connection with this Agreement only for the purposes of fulfilling the Information Holder's obligations under this Agreement; and
- (2) comply with the "National Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) in respect of Personal Information provided under this Agreement, as if they were provisions of this Agreement.

### 15.4 Notification of disclosure

The Information Holder must immediately notify the Information Owner if the Information Holder becomes aware that:

- (1) a disclosure of the Information Owner's Confidential Information may be required by law; or
- (2) an unauthorised disclosure of the Information Owner's Confidential Information has occurred.

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## 16 Termination

### 16.1 Termination by State

- (1) The State may terminate this Agreement at any time by notice to the Retailer, if:
  - (a) the Retailer is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
  - (b) the Retailer's Retail Authority under the Gas Supply Act is suspended, revoked or terminated; or
  - (c) the Retailer is in material breach of a provision of this Agreement, where, subject to **clause 16.1(2)**, that breach:
    - (i) if capable of being remedied, is not remedied within the period (being a reasonable period, but in any event not less than 5 Business Days of notice of the breach or, if the dispute resolution process in **clause 17.1 and 17.2** has been implemented, 5 Business Days of the conclusion of the mediation) specified in a notice by the State, or
    - (ii) is not capable of being remedied.
- (2) If the Retailer believes it will not be able to remedy the breach within the time specified in the notice under **clause 16.1(1)(c)(i)**, the Retailer must provide the State, within 5 Business Days of the notice or conclusion of

the mediation, a proposed action plan for remedying the breach within 20 Business Days or other period agreed with the State. The parties will discuss the proposed action plan in good faith and, if the parties agree an action plan within 10 Business Days of the Retailer submitting the proposed action plan to the State, the State must not terminate this agreement under **clause 16.1(1)(c)(i)** for that breach unless:

- (a) the Retailer fails to remedy the breach within the time agreed in the action plan; or
- (b) the Retailer fails to take reasonable steps to ensure that the Retailer will remedy the breach within the time agreed in the action plan.

### **16.2 Termination by Retailer**

The Retailer may terminate this Agreement at any time by notice to the State, if the State fails to remedy a material breach of this Agreement by the State within the period (being a reasonable period, but in any event not less than 5 Business Days of notice of the breach or, if the dispute resolution process in **clause 17.1 and 17.2** has been implemented, 5 Business Days of the conclusion of the mediation) specified in a notice by the Retailer.

### **16.3 Termination for any reason**

- (1) Either party may at any time, by giving 20 Business Days written notice to the other, terminate this Agreement for any reason.
- (2) In the event that this Agreement is terminated in accordance with paragraph (1):
  - (a) the State will be liable only for payments under this Agreement for Rebates given by the Retailer to a Rebate Customer before the date of termination;
  - (b) the Retailer must stop giving Rebates on and from the date of termination; and
  - (c) each party must take all available steps to minimise its own loss resulting from that termination.

### **16.4 No prejudice**

Nothing in this **clause 16** prejudices:

- (1) any rights, remedies or liabilities of a party that accrued prior to termination; or
- (2) any party's other rights or remedies in respect of any breach of this Agreement.

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## **17 Dispute Resolution**

### **17.1 Negotiation of Dispute**

If a difference or dispute (“Dispute”) arises in relation to this Agreement, then either party may give notice to the other that states a Dispute exists and specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons within the State and Retailer who have authority to intervene and direct some form of resolution.

### **17.2 Mediation of Dispute**

- (1) If the Dispute has not been resolved pursuant to **clause 17.1** within 40 Business Days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, Qld Chapter.
- (2) Unless otherwise agreed between the State and Retailer:
  - (a) the mediator will not make a decision in relation to the dispute but will merely attempt to facilitate the parties to reach an agreement; and
  - (b) the parties will share the costs of the engagement of the mediator equally.

### **17.3 No prejudice**

Nothing in this **clause 17** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

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## **18 Transitional provisions**

### **18.1 Retailer’s obligations before receipt of an Application**

- (1) The Retailer must, for a billing period commencing no later than 31 March 2008 include, on or with its bills, information on the availability of the Rebate and seek Applications from Customers who may be eligible.  
  
A Retailer will still satisfy this clause if it sends the above information to all Customers and seek Applications, in another manner, provided that Customers receive it no later than 31 March 2008.
- (2) Despite paragraph (1), the Retailer must still accept Applications from Customers before 31 March 2008.

## **18.2 Verification**

- (1) The State acknowledges that the method of verifying concession cards issued by Centrelink or the Federal Department of Veterans' Affairs or Seniors Cards issued by the Department of Communities, Disability Services and Seniors in accordance with **Schedule 3** will be a new process that will require amendments to the Retailer's systems.
- (2) The State agrees that the Retailer is not obliged to verify concession cards issued by Centrelink or the Federal Department of Veterans' Affairs or Seniors Cards issued by the Department of Communities, Disability Services and Seniors in accordance with **Schedule 3** until the earlier of:
  - (a) 30 September 2008; and
  - (b) the date the Retailer's systems and processes are changed to accommodate verifying concession cards issued by Centrelink or the Federal Department of Veterans' Affairs or Seniors Cards issued by the Department of Communities, Disability Services and Seniors.
- (3) Paragraph (2) is subject to the Retailer taking all reasonable steps to ensure that it can comply with the Centrelink verification process for Centrelink concession cards or the Federal Department of Veterans' Affairs and the Department of Communities, Disability Services and Seniors verification process for Seniors Cards as set out in this Agreement as soon as is reasonably practicable.

## **18.3 Payment of Rebate**

- (1) The Retailer must include in all bills issued from 30 June 2008, all Rebates and Retrospective Rebates.
- (2) Despite paragraph (1), the Retailer should use reasonable endeavours to include the Rebate on bills issued before 30 June 2008.

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## **19 General**

### **19.1 No employment, partnership or agency relationship**

- (1) Nothing in this Agreement constitutes the Retailer, or its employees, agents or subcontractors as employees, partners or agents of the State or creates any employment, partnership or agency for any purpose.
- (2) The Retailer must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the State.

### **19.2 GST**

- (1) If a party ("**GST Supplier**") makes a supply to another party ("**GST Recipient**") in connection with this Agreement, the GST Recipient must pay the GST Supplier an amount equal to any GST payable by the GST



Supplier in relation to that supply ("**GST Amount**"), unless the amount payable by the GST Recipient for that supply is already expressed to be inclusive of GST.

- (2) If the amount of a Claim from the Retailer to the State for reimbursement of Rebates is calculated on a GST-exclusive basis, and payment of that amount is consideration for a taxable supply by the Retailer, the State must pay to the Retailer an additional amount equal to the GST payable by the Retailer in respect of the amount ("**GST Amount**"). This is the case notwithstanding that the State may not be the recipient of the taxable supplies to which the amount relates. For the purposes of this **clause 19.2**, in the circumstances described in this **clause 19.2(2)** the State will be deemed to be the "**GST Recipient**" and the Retailer will be deemed to be the "**GST Supplier**".
- (3) The GST Amount must be paid at the same time and in the same manner as making payment of any monetary consideration on which the GST is calculated. If the GST Amount is not calculated on monetary consideration, the GST Recipient must pay the GST Amount within 7 days of receipt of a written demand from the GST Supplier.
- (4) The GST Recipient's obligation to pay the GST Amount is conditional on the GST Supplier providing the GST Recipient with a tax invoice that complies with the relevant law, or, if the circumstances described in clause **19.2(2)** apply, an invoice that would comply with the relevant law if the State was the actual recipient of supplies to which the GST Amount relates. The GST Supplier must do all other things reasonably requested by the GST Recipient to enable the GST Recipient to obtain any input tax credit or other statutory set-off to which it is entitled.
- (5) The amount recoverable on account of GST under this **clause 19.2** will include any fines, penalties, interest and other charges incurred as a result of late payment or other default by the GST Recipient under this Agreement.
- (6) If a party is required to pay, reimburse or indemnify another party for any cost, expense or other amount that the other party has incurred or will incur in connection with this Agreement, that amount will be reduced by any part thereof for which the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit or other like offset.
- (7) Unless the contrary intention appears, terms used in this **clause 19.2** have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

### **19.3 Entire agreement**

This Agreement comprises the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any prior representations, negotiations, writings, memoranda and agreements.

#### **19.4 Severability**

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

#### **19.5 Variation**

Except as otherwise provided for in this Agreement, no variation to this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

#### **19.6 No waiver**

Failure or omission by either party at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the party may have in respect of that provision.

#### **19.7 Governing law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

#### **19.8 Compliance with laws**

Each party must comply with the laws from time to time in force in the State of Queensland in performing its obligations under this Agreement.

#### **19.9 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;
- (3) if sent by facsimile, when it is successfully faxed to (which occurs when the sender receives a transmission report to that effect); or
- (4) if sent by electronic mail, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed..

#### **19.10 Survival of clauses**

**Clauses 8, 12, 13, 15 and 19.2** will survive the expiration or earlier termination of this Agreement.

# SCHEDULE 1 - CONTRACT DETAILS

**Item 1. Contact Officers**

*See clauses 1.1 and*

For the State:

Manager  
Concession Services, Smart  
Service Queensland  
c/- Department of Communities,  
Disability Services and Seniors

**For the Retailer:**

**Item 2. Bank Account details**

*See clause 7.6*

**Bank Account Name:**

**Bank:**

**BSB:**

**ACCT:**

## SCHEDULE 2 - ADMINISTRATION

### Item 1: Calculation of Rebates

- (1) The Rebate Rate for each Rebate Customer, or if a Proprietor has made the Application, each Claimant Resident is:
  - Daily Rate per billing day, where Daily Rate is the amount of the rebate set out in the Policy and Procedures, quoted on a daily basis,provided that in no circumstances, other than those set out in **clause 6.5**, will the Rebate be greater than the total of the amount billed for a billing period for Customer Retail Services.
- (2) The Rebate Rate calculated in **Item 1(1) of this Schedule 2** will be:
  - (a) inclusive of GST if the rebate is quoted as GST inclusive in the Policy and Procedures; or
  - (b) otherwise will be exclusive of GST.
- (3) If the Policy and Procedures quote the rebate for a period other than daily, the parties agree to amend the formula in **Item (1) of this Schedule 2** to reflect the change such that the Rebate Rate is a daily rate per billing day.

### Item 2: Retrospective Rebates

To receive a Rebate for a period prior to a successful Application, the Customer must be able to demonstrate that he or she would have satisfied the relevant Eligibility Criteria during that preceding period.

### Item 3: Administration fees

- (1) The Retailer must include a claim for its administration fee in respect of the Rebate scheme that does not exceed:

\$0.1657 excluding GST (as varied from time to time by the State)

multiplied by

the number of Rebate Beneficiaries.

“**Rebate Beneficiaries**” is calculated as follows:

$$\text{Rebate Beneficiaries} = B - C + D$$

where:

**B** is the total number of Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made. To avoid doubt, this is all the Rebate Customers of the Retailer, not just those who were granted a Rebate during the relevant month in respect of which the Claim is being made;

**C** is the number of Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made, who are Proprietors; and

**D** is the sum of the number of Claimant Residents in respect of who Proprietors, who are Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made, have made successful Applications and on whose behalf the Proprietor is entitled to receive a Rebate. To avoid doubt, this is all the Claimant Residents on whose behalf Proprietors (who are Rebate Customers of the Retailer), are entitled to receive a Rebate, not just those on whose behalf the Proprietor was granted a Rebate during the relevant month in respect of which the Claim is being made.

*Example:*

*Retailer has 40,000 Rebate Customers in total (not just those who were granted a Rebate during the relevant month in respect of which the Claim is being made).*

*1,000 of these Rebate Customers are Proprietors, each of whom have 10 Claimant Residents.*

*For that month, the Retailer would be entitled to the following administration fee:*

$$\text{Rebate Beneficiaries} = 40,000 - 1,000 + (1000 \times 10) = 49,000$$

$$\text{Administration fee} = 49,000 \times \text{notified monthly amount } (\$0.1657) = \$8,119.30 + \text{GST } \$811.93 = \$8,931.23 \text{ (Monthly)}$$

*If the Retailer retained the same number of Rebate Customers etc over a year, its administration fee for the year would be \$107,174.76*

## SCHEDULE 3 - VERIFICATION PROCESSES

This Schedule is subject to **clause 18**.

### Item 1: Verification

- (1) The Retailer must ensure that it verifies the eligibility of:
  - (a) all persons from whom or on whose behalf it receives an Application, within a reasonable time not being longer than 31 days (or the next business day after the 31st day if this day falls on a weekend or public holiday) after the later of:
    - (i) receiving the Application; and
    - (ii) if the Retailer was not already, the date on which the Retailer becomes the financial responsible organisation (as determined under the gas market retail rules annexed to the Gas Industry Code) with respect to the person's or Proprietor's (as applicable) premises; and
  - (b) all Rebate Customers or, if the Rebate Customer is a Proprietor, the relevant Claimant Residents, at least once every 12 months.
- (2) The Retailer must meet its obligations under (1) by:
  - (a) collecting data and information necessary for the Relevant Verifier to verify whether the person meets the Eligibility Criteria as they relate to the requirement of the person to hold a concession card issued by Centrelink or the Federal Department of Veterans' Affairs or a Seniors Card issued by the Department of Communities, Disability Services and Seniors;
  - (b) providing that information to the Relevant Verifier; and
  - (c) verifying, in consultation with the Relevant Verifier, whether the person satisfies the Eligibility Criteria as they relate to the requirement of the person to hold a concession card issued by Centrelink or the Federal Department of Veterans' Affairs or a Seniors Card issued by the Department of Communities, Disability Services and Seniors.
- (3) The Retailer must, at least once every 12 months, following consultation with the Relevant Verifier if required, provide a report to the State about the verification which specifies:
  - (a) the total number of matched records; and
  - (b) total number of unmatched records (if any).
- (4) Where the Department of Communities, Disability Services and Seniors is the Relevant Verifier, the parties agree to comply with the terms of **Schedule 5** and any other procedures notified by the State to the Retailer from time to time in accordance with Schedule 5.

## **Item 2: Ineligible Customers**

In the event that the matching process conducted at least annually with the agencies described in Item 2 above produces a negative result for a Customer or Claimant Resident, the Retailer must notify the Customer in writing to give them the opportunity to show that he/she has a valid and current entitlement with the agency before the Rebate ceases to be given. To avoid doubt, this notification can be made either on the Customer's next bill or in a stand-alone letter.

The Retailer must stop giving the Customer a Rebate, and will not be entitled to Claim reimbursement for a Rebate given, 21 days after the date of the written notification to the Customer that the Customer does not meet the Eligibility Criteria, unless the Customer has provided proof of entitlement to the Rebate to the satisfaction of the Retailer.

If a Customer's eligibility ceased during a billing period for which a full Rebate has already been provided, no action will be taken by the Retailer to recover the overpayment. If the Customer's eligibility ceased in a preceding period or fraud is suspected then the Department of Communities, Disability Services and Seniors must be notified.

## SCHEDULE 4 - REPORTING OBLIGATIONS

### **Item 1: Tax Invoice**

- (1) The Retailer must send an original tax invoice that complies with the relevant law for each Claim to the State, which must include:
  - (a) the total value (exclusive of GST) of approved Rebates for each Rebate type;
  - (b) the total number of approved Rebates for each Rebate type;
  - (c) the total value (exclusive of GST) of all approved Rebates;
  - (d) the total number of all approved Rebates; and
  - (e) the calculation of the administration costs for the period.
- (2) The tax invoice shall be in the form set out in the relevant form (currently Form 507) available on the Department of Communities, Disability Services and Seniors' website. This must be submitted in hard-copy and with an original signature of the Retailer's designated authorised signatory.

### **Item 2: Monthly Report**

- (1) The Retailer must send, on a monthly basis, a report in the form attached in Attachment A which details the number of Rebate Beneficiaries as at the end of each month. However, if there are no Rebate Beneficiaries for the month, the Retailer does not have to send a report for that month.

### **Item 3: Additional reports and information**

- (1) The State may request any additional report or information as may be reasonably necessary for the purposes of the State's administration of the Rebate Scheme.
- (2) The State shall bear, and shall reimburse Retailer in respect of, reasonable costs and expenses incurred by Retailer in complying with the State's request under Item 3(1) above.



# SCHEDULE 5 - PROCESS FOR VERIFICATION OF SENIORS CARD HOLDERS

## Relevant State Contact Details:

Department of Communities, Disability Services and Seniors  
Card Services  
GPO Box 806  
Brisbane Queensland 4001  
[cardservices@smartservice.qld.gov.au](mailto:cardservices@smartservice.qld.gov.au)

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## 1 Confidentiality

### 1.1 Limit of Use

- (1) The Retailer will check reticulated natural gas rebate eligibility with the State's Seniors Card information platform for the sole purpose of confirming whether a person is a Queensland Government Seniors Card holder.
- (2) The information to be provided under this verification process by the State is provided strictly in accordance with the purpose for which the information was collected, that is, the use of the Queensland Government Seniors Card to obtain its stated concessions or benefits.
- (3) Any customer confirmation by the Retailer is therefore limited to identifying a person as a Queensland Government Seniors Card holder in order to verify that person's eligibility for a Rebate pursuant to the reticulated natural gas rebate agreement, where that person has indicated that they are, or a Claimant Resident they are applying with respect to is, a Queensland Government Seniors Card holder.

### 1.2 Seniors Card client number

The Retailer will use the Queensland Government Seniors Card client number for the purposes of Rebate eligibility confirmation.

### 1.3 Accuracy of client information

Customer confirmation will be conducted with the Queensland Government Senior Card information platform, which is updated regularly. The currency of data base information is maintained through regular mailings and death data matching.

### 1.4 Confidentiality and Disclosure

For the avoidance of doubt, the Retailer shall treat the information provided by the State under this verification process as Confidential Information.

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## 2 State provided Customer confirmation services

### 2.1 Database

- (1) The State manages a database of Queensland Government Seniors Card holders.
- (2) The State agrees to provide customer confirmation services to authorised officers of the Retailer to enable the Retailer to confirm whether a person is a Queensland Government Seniors Card holder for the sole purpose of enabling the Retailer to meet its verification requirements under the reticulated natural gas rebate agreement.

### 2.2 Client data to be provided

On submission by the Retailer of Queensland Government Seniors Card surnames and Senior Card numbers, the State will indicate which records were unmatched.

Amendments to the submission procedure may be notified to the Retailer by the State from time to time.

### 2.3 Audit trail

The State will ensure that all submitted customer confirmation checks will be logged to an audit trail, recording the user details, and time of the search. This will provide a means of monitoring and reporting on usage.

### 2.4 Department of Communities, Disability Services and Seniors Card Services and Service Provider

- (1) The State's obligations under this **Schedule 5** will be primarily performed by the Department of Communities, Disability Services and Seniors Card Services and any third party service providers.
- (2) The State may engage a third party service provider or service providers ("**Service Provider**") to:
  - (a) set up and operate a user support help desk ("**Help Desk**");
  - (b) administer the Queensland Government Seniors Card information platform; and
  - (c) perform the actions the State provides as part of the verification process.

### 2.5 Other responsibilities

- (1) The State will nominate at least one representative within the Department of Communities, Disability Services and Seniors Card Services to act as the primary point of contact ("**Representative**"). This Representative has the following responsibilities:
  - (a) to assist with requests from the Retailer;

- (b) to coordinate support requests with the Service Provider;
- (c) to provide the services outlined in this **Schedule 5**;
- (d) to notify the Retailer in advance of any scheduled system downtime which may effect the normal business processes.

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### **3 Retailer obligations**

#### **3.1 User access**

The Retailer will manage any user access to customer confirmation data in accordance with the Queensland Government Information Privacy Standard (IS42) and the *Privacy Act 1988* (Cwlth). The Retailer will ensure that its staff are aware of the confidentiality of Senior Card information as confirmed by the Department of Communities, Disability Services and Seniors.

#### **3.2 Retailer Contract Officer**

The Retailer's Contract Officer (or another person nominated by the Retailer) will have the following responsibilities:

- (1) to be the first point of contact for State staff to discuss any issues, including system monitoring and coordination;
- (2) to support users within the Retailer in the functional use of the verification process;
- (3) to ensure that appropriate procedures exist and are followed by the Retailer and its employees in relation to the verification process;
- (4) to monitor security protocols outlined in this **Schedule 5**;
- (5) to raise/authorise enhancements, modifications to, or issues with the verification process that require resolution by the State;
- (6) to prioritise outstanding support requests in conjunction with the State;
- (7) to assist the State in identifying, replicating or rectifying faults;
- (8) to participate in any reviews of the verification process.

#### **3.3 System changes**

In some circumstances, the State, or its Service Providers, may be required to make changes to the verification process that impact on the Retailer.

In these circumstances:

- (1) the State agrees to consult with the Retailer regarding any such changes and the impacts of the changes; and

- (2) the Retailer and the State will negotiate a timeframe for which the existing system will continue to be provided and when the changes will occur.

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## **4 Fees and costs**

Neither party will be liable to pay or reimburse the other any amount in connection with this verification process, other than as set out in the reticulated natural gas rebate agreement.

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## **5 Support Management**

### **5.1 Support Procedures**

- (1) All problems experienced by staff in the Retailer in relation to the system should firstly be escalated to the business representative within the Retailer using internal procedures defined by the Retailer. This will allow any local system problems at the Retailer to be identified and rectified.
- (2) If required, the Retailer's business representative will then make contact with Card Services in the Department of Communities, Disability Services and Seniors.

### **5.2 Support availability**

State staff will be available to provide support on Monday to Friday between 9.00 am and 5.00 pm (Australian Eastern Standard Time), with the exception of:

- (1) Queensland public holidays as set out in the *Holidays Act 1983* (Qld); and
- (2) Brisbane Exhibition Holiday.

DATE OF THIS AGREEMENT

20

**SIGNED** for and on behalf of the  
**State of Queensland**  
in the presence of:

)  
) .....  
) Signature of State Delegate

.....  
Signature of Witness

)  
) .....  
) Print Name

.....  
Print name and position

)  
) .....  
)

**SIGNED** for and on behalf of

)  
) .....  
) Signature of director

in the presence of:

)  
) .....  
) Print name and position

)  
) .....  
) Signature of director/secretary

)  
) .....  
) Print name and position

**Note:**

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Retailer and witnessed.

Incorporated Association: Must be signed in accordance with the Retailer's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Retailer's constitution.

# Attachment A

## Monthly Report by Retailer

Queensland Monthly Concession Rebate report

Name of Retailer or  
Residential Home Park and Multi Unit Residential Premise .....

| Rebate Beneficiaries as at end of the month for .....  |                                |
|--|--------------------------------|
|  | Number of Rebate Beneficiaries |
| Pensioner Concession Card Holders - Centrelink   |                                |
| Pensioner Concession Card Holders - Department of Veterans' Affairs                          |                                |
| Total number of Pensioner Concession Card Holders  |                                |
| Repatriation Health Card Holders (Gold Card only)  |                                |
| Queensland Seniors Card Holders  |                                |
| Residents in Residential Home parks and Multi Unit Residential Premises (Claimant Residents) |                                |
| <b>Total</b>   |                                |

If the Retail Entities cannot break down PCCs types then total number of PCCs would be sufficient.