



Queensland

South East Queensland Water (Restructuring) Act 2007

South East Queensland Water (Restructuring) Regulation 2011

Current as at 1 January 2013



Queensland

South East Queensland Water (Restructuring) Regulation 2011

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South East Queensland Water (Restructuring) Regulation 2011

Part 1 Preliminary

1 Short title

This regulation may be cited as the *South East Queensland Water (Restructuring) Regulation 2011*.

2 Commencement

Parts 3 and 4 commence on 1 July 2011.

3 Dictionary

The dictionary in the schedule defines particular words used in this regulation.

Part 2 Relevant water entities

4 Prescribed relevant water entities—Act, s 104

Each of the following is prescribed as a relevant water entity for section 104(1)(d) of the Act—

- (a) Australian Water Recycling Centre of Excellence Ltd ACN 140 949 006 (*AWRCE*);
- (b) South East Queensland (Gold Coast) Desalination Company Pty Ltd ACN 122 413 316 (*SEQDC*);
- (c) Western Corridor Recycled Water Pty Ltd ACN 124 226 777 (*WCRW*);

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- (d) South East Queensland Bulk Water Company Limited
ACN 159 448 325 (*SEQBWCo*).

Part 3 Transfer of QWI(WDPBU) to Seqwater

Division 1 Transfer of assets and liabilities

5 Divestment of assets, release of liabilities and transfer of assets and liabilities

- (1) QWI is divested of all WDPBU assets and released from all WDPBU liabilities.
- (2) WDPBU assets become the assets of Seqwater.
- (3) WDPBU liabilities are assumed by Seqwater.

Division 2 Transition to Seqwater

6 Successor in law

Seqwater is the successor in law of QWI(WDPBU).

7 Instruments

- (1) A WDPBU instrument applies to Seqwater in place of QWI.
- (2) Without limiting subsection (1)—
 - (a) any right, title, interest or liability arising under or relating to a WDPBU instrument is taken to be transferred from QWI to Seqwater; and
 - (b) a WDPBU instrument, including a benefit or right provided by a WDPBU instrument, given to, by or in

favour of QWI is taken to have been given to, by or in favour of Seqwater; and

- (c) Seqwater is taken to be a party to each WDPBU instrument in place of QWI; and
- (d) a reference to QWI in a WDPBU instrument is taken to be a reference to Seqwater; and
- (e) an application for a WDPBU instrument made in QWI's name is taken to have been made in Seqwater's name; and
- (f) a WDPBU instrument under which an amount is, or may become, payable to or by QWI is taken to be an instrument under which the amount is, or may become, payable to or by Seqwater in the way the amount was, or might have become, payable to or by QWI; and
- (g) a WDPBU instrument under which property, other than money, is or may become liable to be transferred, conveyed or assigned to or by QWI is taken to be an instrument under which property is or may become liable to be transferred, conveyed or assigned to or by Seqwater in the way the property was or might have become liable to be transferred, conveyed or assigned to or by QWI.

8 Pending legal proceedings

A WDPBU legal proceeding by or against QWI that is not finished before the transfer day must be continued and finished by or against Seqwater.

Division 3 Accounting treatment

9 Accounting treatment

- (1) QWI and Seqwater must treat—
 - (a) the transfer of WDPBU assets to Seqwater and the assumption of WDPBU liabilities by Seqwater under

Coordinator-General liability means a liability that is shown in the Coordinator-General schedule.

Coordinator-General schedule means a schedule held by Seqwater showing the assets and liabilities of the Coordinator-General, and the instruments applying to the Coordinator-General, to be transferred or applied to Seqwater.

Division 1 Transfer of assets, liabilities, shares and interests

10 Divestment of assets, release of liabilities and transfer of assets and liabilities

- (1) The Coordinator-General is divested of all Coordinator-General assets and released from all Coordinator-General liabilities.
- (2) WaterSecure is divested of all WaterSecure assets and released from all WaterSecure liabilities.
- (3) SEQDC is divested of all SEQDC assets and released from all SEQDC liabilities.
- (4) WCRW is divested of all WCRW assets and released from all WCRW liabilities.
- (5) Coordinator-General assets, WaterSecure assets, SEQDC assets and WCRW assets become the assets of Seqwater.
- (6) Coordinator-General liabilities, WaterSecure liabilities, SEQDC liabilities and WCRW liabilities are assumed by Seqwater.

11 Transfer of shares

The shares held by WaterSecure in SEQDC and WCRW are transferred to Seqwater.

12 Transfer of interest

- (1) WaterSecure's interest in AWRCE is transferred to Seqwater.
- (2) A reference to WaterSecure in AWRCE's constitution is taken to be a reference to Seqwater.

Division 2 Transition to Seqwater

13 Successor in law

Seqwater is the successor in law of WaterSecure, SEQDC and WCRW.

14 Instruments

- (1) An instrument applies to Seqwater in place of the Coordinator-General, WaterSecure, SEQDC or WCRW.
- (2) Without limiting subsection (1)—
 - (a) any right, title, interest or liability of the Coordinator-General, WaterSecure, SEQDC or WCRW arising under or relating to an instrument is taken to be transferred from the Coordinator-General, WaterSecure, SEQDC or WCRW to Seqwater; and
 - (b) an instrument, including a benefit or right provided by an instrument, given to, by or in favour of the Coordinator-General, WaterSecure, SEQDC or WCRW is taken to have been given to, by or in favour of Seqwater; and
 - (c) Seqwater is taken to be a party to each instrument in place of the Coordinator-General, WaterSecure, SEQDC or WCRW; and
 - (d) a reference to the Coordinator-General, WaterSecure, SEQDC or WCRW in an instrument is taken to be a reference to Seqwater; and

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- (e) an application for an instrument made in the name of the Coordinator-General, WaterSecure, SEQDC or WCRW is taken to have been made in Seqwater's name; and
 - (f) an instrument under which an amount is, or may become, payable to or by the Coordinator-General, WaterSecure, SEQDC or WCRW is taken to be an instrument under which the amount is, or may become, payable to or by Seqwater in the way the amount was, or might have become, payable to or by the Coordinator-General, WaterSecure, SEQDC or WCRW; and
 - (g) an instrument under which property, other than money, is or may become liable to be transferred, conveyed or assigned to or by the Coordinator-General, WaterSecure, SEQDC or WCRW is taken to be an instrument under which property is or may become liable to be, transferred, conveyed or assigned to or by Seqwater in the way the property was or might have become liable to be transferred, conveyed or assigned to or by the Coordinator-General, WaterSecure, SEQDC or WCRW.
- (3) In this section—
- instrument* means any of the following—
- (a) a Coordinator-General instrument;
 - (b) a WaterSecure instrument;
 - (c) an SEQDC instrument;
 - (d) a WCRW instrument.

15 Employees

- (1) A person who, immediately before the transfer day, was a WaterSecure employee becomes an employee of Seqwater.
- (2) In this section—

WaterSecure employee means a person who—

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- (a) is shown in the WaterSecure employee schedule as an employee of WaterSecure; or
- (b) is not otherwise shown in the WaterSecure employee schedule but who, immediately before the transfer day, is an employee of WaterSecure.

WaterSecure employee schedule means a schedule held by Seqwater showing the employees of WaterSecure immediately before the transfer day.

16 Pending legal proceedings

A proceeding by or against WaterSecure, SEQDC or WCRW that is not finished before the transfer day must be continued and finished by or against Seqwater.

17 Transfer of records

The records of WaterSecure, SEQDC and WCRW become the records of Seqwater.

Division 3 Accounting treatment

18 Accounting treatment

- (1) The Coordinator-General, WaterSecure, SEQDC, WCRW and Seqwater must treat—
 - (a) the transfer of Coordinator-General assets, WaterSecure assets, SEQDC assets and WCRW assets to Seqwater and the assumption of Coordinator-General liabilities, WaterSecure liabilities, SEQDC liabilities and WCRW liabilities by Seqwater under this regulation as a distribution to or contribution by owners, as applicable, that is to be considered as a redemption of, or increase in, contributed equity; and
 - (b) the value of Coordinator-General assets, WaterSecure assets, SEQDC assets and WCRW assets transferred to

Seqwater and Coordinator-General liabilities, WaterSecure liabilities, SEQDC liabilities and WCRW liabilities assumed by Seqwater under this regulation as being equivalent to the carrying value of the assets and liabilities recorded in the accounts of the Coordinator-General, WaterSecure, SEQDC or WCRW, as applicable, immediately before the transfer day; and

- (c) the value of the indebtedness under the QTC debt facilities transferred from WaterSecure to Seqwater under this regulation as being equivalent to the book value of the indebtedness under the QTC debt facilities recorded in the accounts of WaterSecure immediately before the transfer day.

- (2) In this section—

QTC debt facilities means the debt facilities held by WaterSecure with the Queensland Treasury Corporation and mentioned in the WaterSecure liability schedule.

Division 4 Dissolution of new water entity

19 Dissolution of WaterSecure—Act, s 109

- (1) This section takes effect immediately after Seqwater becomes the successor in law of WaterSecure, SEQDC and WCRW.
- (2) WaterSecure is dissolved and its board members go out of office.
- (3) Seqwater must prepare WaterSecure's final statements and report.

Part 5 Transfer of particular QWI matters to the State

Division 1 Transfer of assets and liabilities

20 Divestment of assets, release of liabilities and transfer of assets and liabilities

- (1) QWI is divested of all relevant QWI assets and released from all liabilities.
- (2) Relevant QWI assets become the assets of the State.
- (3) Liabilities of QWI are assumed by the State.

Division 2 Transition to the State

21 Successor in law

The State is the successor in law of QWI in relation to the assets, liabilities and instruments of QWI acquired or assumed by the State under this part.

22 Instruments

- (1) A QWI instrument applies to the State in place of QWI.
- (2) Without limiting subsection (1)—
 - (a) any right, title, interest or liability arising under or relating to a QWI instrument is taken to be transferred from QWI to the State; and
 - (b) a QWI instrument, including a benefit or right provided by a QWI instrument, given to, by or in favour of QWI is taken to have been given to, by or in favour of the State; and
 - (c) the State is taken to be a party to each QWI instrument in place of QWI; and

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- (d) a reference to QWI in a QWI instrument is taken to be a reference to the State; and
 - (e) an application for a QWI instrument made in QWI's name is taken to have been made in the State's name; and
 - (f) a QWI instrument under which an amount is, or may become, payable to or by QWI is taken to be an instrument under which the amount is, or may become, payable to or by the State in the way the amount was, or might have become, payable to or by QWI; and
 - (g) a QWI instrument under which property, other than money, is or may become liable to be transferred, conveyed or assigned to or by QWI is taken to be an instrument under which property is or may become liable to be transferred, conveyed or assigned to or by the State in the way the property was or might have become liable to be transferred, conveyed or assigned to or by QWI.

(3) In this section—

QWI instrument means an instrument—

- (a) that—
 - (i) is shown in the QWI instrument schedule as an instrument applying to QWI; or
 - (ii) is not otherwise shown in the QWI instrument schedule but, immediately before the part 5 transfer day, is an instrument applying to QWI in relation to a relevant QWI asset or a liability of QWI; but
- (b) does not include QWI's constitution or an instrument mentioned in the QWI exclusion schedule.

QWI instrument schedule means a schedule held by the State showing instruments applying to QWI immediately before the part 5 transfer day.

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23 Legal proceedings and claims

(1) A legal proceeding by or against QWI that is not finished before the part 5 transfer day must be continued and finished by or against the State.

(2) In this section—

legal proceeding includes a claim under the *Personal Injuries Proceedings Act 2002* or any other claim.

24 Coordinator-General to administer

The Coordinator-General is to administer, on behalf of the State, any matter for which this part provides.

Part 6 Transfer of SRWP to LinkWater

Division 1 Definitions for part 6

25 Definitions for pt 6

In this part—

part 6 transfer day means 30 June 2012.

SRWP means Southern Regional Water Pipeline Company Pty Ltd ACN 117 898 174.

SRWP asset—

- (a) means an asset that—
- (i) is shown in the SRWP asset schedule as an asset of SRWP; or
 - (ii) is not otherwise shown in the SRWP asset schedule but, immediately before the part 6 transfer day, is an asset of SRWP; but

- (b) does not include an asset mentioned in the SRWP exclusion schedule.

SRWP asset schedule means a schedule held by LinkWater showing the assets of SRWP immediately before the part 6 transfer day.

SRWP exclusion schedule means a schedule held by LinkWater showing the assets, liabilities and instruments of SRWP immediately before the part 6 transfer day that are excluded from the operation of this regulation.

SRWP instrument—

- (a) means an instrument, other than SRWP's constitution, that—
- (i) is shown in the SRWP instrument schedule as an instrument applying to SRWP; or
 - (ii) is not otherwise shown in the SRWP instrument schedule but, immediately before the part 6 transfer day, is an instrument applying to SRWP; but
- (b) does not include an instrument mentioned in the SRWP exclusion schedule.

SRWP instrument schedule means a schedule held by LinkWater showing the instruments applying to SRWP immediately before the part 6 transfer day.

SRWP liability—

- (a) means a liability that—
- (i) is shown in the SRWP liability schedule as a liability of SRWP; or
 - (ii) is not otherwise shown in the SRWP liability schedule but, immediately before the part 6 transfer day, is a liability of SRWP; but
- (b) does not include a liability mentioned in the SRWP exclusion schedule.

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SRWP liability schedule means a schedule held by LinkWater showing the liabilities of SRWP immediately before the part 6 transfer day.

Division 2 Transfer of assets, liabilities and shares

26 Divestment of assets, release of liabilities and transfer of assets and liabilities

- (1) SRWP is divested of all SRWP assets and released from all SRWP liabilities.
- (2) SRWP assets become the assets of LinkWater.
- (3) SRWP liabilities are assumed by LinkWater.

27 Transfer of shares

The shares held by the State in SRWP are transferred to LinkWater.

Division 3 Transition to LinkWater

28 Successor in law

LinkWater is the successor in law of SRWP in relation to the assets, liabilities and instruments of SRWP acquired or assumed by LinkWater under this part.

29 Instruments

- (1) An SRWP instrument applies to LinkWater in place of SRWP.
- (2) Without limiting subsection (1)—
 - (a) any right, title, interest or liability of SRWP arising under or relating to an SRWP instrument is taken to be transferred from SRWP to LinkWater; and

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- (b) an SRWP instrument, including a benefit or right provided by an SRWP instrument, given to, by or in favour of SRWP is taken to have been given to, by or in favour of LinkWater; and
 - (c) LinkWater is taken to be a party to each SRWP instrument in place of SRWP; and
 - (d) a reference to SRWP in an SRWP instrument is taken to be a reference to LinkWater; and
 - (e) an application for an SRWP instrument made in the name of SRWP is taken to have been made in LinkWater's name; and
 - (f) an SRWP instrument under which an amount is, or may become, payable to or by SRWP is taken to be an SRWP instrument under which the amount is, or may become, payable to or by LinkWater in the way the amount was, or might have become, payable to or by SRWP; and
 - (g) an SRWP instrument under which property, other than money, is or may become liable to be transferred, conveyed or assigned to or by SRWP, is taken to be an SRWP instrument under which property is or may become liable to be transferred, conveyed or assigned to or by LinkWater in the way the property was or might have become liable to be transferred, conveyed or assigned to or by SRWP.

30 Pending legal proceedings

A proceeding by or against SRWP that is not finished before the part 6 transfer day must be continued and finished by or against LinkWater.

31 Transfer of records

- (1) The records of SRWP become the records of LinkWater.
- (2) For subsection (1), the records of SRWP do not include a record that is an asset or instrument mentioned in the SRWP exclusion schedule.

Division 4 Accounting treatment

32 Accounting treatment

- (1) SRWP, the State and LinkWater must treat—
- (a) the following transfers of assets and assumptions of liabilities under this regulation as a distribution to or contribution by owners, as applicable, that is to be considered as a redemption of, or increase in, contributed equity—
 - (i) the transfer of SRWP assets to LinkWater;
 - (ii) the assumption of SRWP liabilities by LinkWater;
 - (iii) the transfer of the shares held by the State in SRWP to LinkWater; and
 - (b) the value of the following assets transferred and liabilities assumed under this regulation as being equivalent to the carrying value of the assets and liabilities recorded in the accounts of SRWP or the State, as applicable, immediately before the part 6 transfer day—
 - (i) SRWP assets transferred to LinkWater;
 - (ii) SRWP liabilities assumed by LinkWater;
 - (iii) the State's shares in SRWP transferred to LinkWater; and
 - (c) the value of the indebtedness under the QTC debt facilities transferred from SRWP to LinkWater under this regulation as being equivalent to the book value of the indebtedness under the QTC debt facilities recorded in the accounts of SRWP immediately before the part 6 transfer day.
- (2) In this section—
- QTC debt facilities*** means the debt facilities held by SRWP with the Queensland Treasury Corporation and mentioned in the SRWP liability schedule.

Part 7 Transfer of business to the Authority

Division 1 Preliminary

33 Definitions for pt 7

In this part—

Authority means the Queensland Bulk Water Supply Authority continued in existence under section 6 of the Act.

Coordinator-General asset means an asset shown in the Coordinator-General schedule.

Coordinator-General instrument means an instrument shown in the Coordinator-General schedule.

Coordinator-General schedule means the schedule held by the Authority showing—

- (a) the assets of the Coordinator-General that are transferred under this part to the Authority; and
- (b) the instruments applying to the Coordinator-General that are applied under this part to the Authority.

LinkWater asset means an asset of LinkWater immediately before the part 7 transfer day and—

- (a) includes an asset shown in the LinkWater schedule, part 1; but
- (b) does not include an asset shown in the LinkWater schedule, part 2.

LinkWater instrument means an instrument applying to LinkWater immediately before the part 7 transfer day and—

- (a) includes an instrument shown in the LinkWater schedule, part 1; but
- (b) does not include an instrument shown in the LinkWater schedule, part 2.

LinkWater liability means a liability of LinkWater immediately before the part 7 transfer day and—

- (a) includes a liability shown in the LinkWater schedule, part 1; but
- (b) does not include a liability shown in the LinkWater schedule, part 2.

LinkWater schedule means the schedule held by the Authority showing—

- (a) in part 1—
 - (i) the assets and liabilities of LinkWater that are to be transferred under this part to the Authority; and
 - (ii) the LinkWater instruments that are to be applied under this part to the Authority; and
- (b) in part 2—
 - (i) the assets and liabilities of LinkWater that are excluded from the operation of this part; and
 - (ii) the instruments applying to LinkWater that are excluded from the operation of this part.

part 7 transfer day means 1 January 2013.

SEQBwCo asset means an asset of SEQBwCo immediately before the part 7 transfer day, other than an asset shown in the SEQBwCo exclusion schedule.

SEQBwCo exclusion schedule means the schedule held by the Authority showing the assets and liabilities of, and the instruments applying to, SEQBwCo that are excluded from the operation of this part.

SEQBwCo instrument means an instrument applying to SEQBwCo immediately before the part 7 transfer day, other than an instrument shown in the SEQBwCo exclusion schedule.

SEQBwCo liability means a liability of SEQBwCo immediately before the part 7 transfer day, other than a liability shown in the SEQBwCo exclusion schedule.

State employee means a person—

- (a) who is, immediately before the part 7 transfer day, an employee of the department in which the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* is administered; and
- (b) whose name is shown in the schedule held by the Authority showing the names of the employees whose employment is to be transferred under this part from the State to the Authority.

WGM asset means an asset of the water grid manager immediately before the part 7 transfer day and—

- (a) includes an asset shown in the WGM schedule, part 1; but
- (b) does not include an asset shown in the WGM schedule, part 2.

WGM instrument means an instrument applying to the water grid manager immediately before the part 7 transfer day and—

- (a) includes an instrument shown in the WGM schedule, part 1; but
- (b) does not include an instrument shown in the WGM schedule, part 2.

WGM liability means a liability of the water grid manager immediately before the part 7 transfer day and—

- (a) includes a liability shown in the WGM schedule, part 1; but
- (b) does not include a liability shown in the WGM schedule, part 2.

WGM schedule means the schedule held by the Authority showing—

- (a) in part 1—

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- (i) the assets and liabilities of the water grid manager that are transferred under this part to the Authority; and
 - (ii) the instruments of the water grid manager that are applied under this part to the Authority; and
- (b) in part 2—
- (i) the assets and liabilities of the water grid manager that are excluded from the operation of this part; and
 - (ii) the instruments of the water grid manager that are excluded from the operation of this part.

Division 2 Transfer of assets, liabilities and shares

34 Coordinator-General assets

- (1) The Coordinator-General is divested of the Coordinator-General assets.
- (2) The Coordinator-General assets become the assets of the Authority.

35 LinkWater assets and liabilities

- (1) LinkWater is divested of the LinkWater assets and released from the LinkWater liabilities.
- (2) The LinkWater assets become the assets of the Authority.
- (3) The LinkWater liabilities are assumed by the Authority.

36 SEQBWCo assets and liabilities

- (1) SEQBWCo is divested of the SEQBWCo assets and released from the SEQBWCo liabilities.
- (2) The SEQBWCo assets become the assets of the Authority.

- (3) The SEQBWCo liabilities are assumed by the Authority.

37 WGM assets and liabilities

- (1) The water grid manager is divested of the WGM assets and released from the WGM liabilities.
- (2) The WGM assets become the assets of the Authority.
- (3) The WGM liabilities are assumed by the Authority.

38 Transfer of shares

The shares in SEQBWCo held immediately before the part 7 transfer day by the Under Treasurer on trust for the State are transferred to the Authority.

Division 3 Transition to the Authority

39 Successor in law

The Authority is the successor in law of—

- (a) the Coordinator-General in relation to—
- (i) the Coordinator-General assets that are transferred under this part to the Authority; and
 - (ii) the Coordinator-General instruments that are applied under this part to the Authority in place of the Coordinator-General; and
- (b) LinkWater, other than in relation to an asset, liability or instrument shown in the LinkWater schedule, part 2; and
- (c) SEQBWCo, other than in relation to an asset, liability or instrument shown in the SEQBWCo exclusion schedule; and
- (d) the water grid manager, other than in relation to an asset, liability or instrument shown in the WGM schedule, part 2.

40 Application of instruments

- (1) An instrument that applied to a transferor immediately before the part 7 transfer day applies to the Authority in place of the transferor.
- (2) Without limiting subsection (1)—
 - (a) any right, title, interest or liability of the transferor arising under or relating to the instrument is taken to be transferred from the transferor to the Authority; and
 - (b) if the instrument, including a benefit or right provided by the instrument, is given to, by or in favour of the transferor, the instrument is taken to have been given to, by or in favour of the Authority; and
 - (c) the Authority is taken to be a party to the instrument in place of the transferor; and
 - (d) a reference in the instrument to the transferor is, to the extent possible and if the context permits, taken to be a reference to the Authority; and
 - (e) if an application was made for the instrument in the name of the transferor, the application is taken to have been made in the name of the Authority; and
 - (f) if the instrument is an instrument under which an amount is or may become payable to or by the transferor, the instrument is taken to be an instrument under which the amount is or may become payable to or by the Authority, in the way the amount was or might have been payable to or by the transferor; and
 - (g) if the instrument is an instrument under which property, other than money, is or may become liable to be transferred, conveyed or assigned to or by the transferor, the instrument is taken to be an instrument under which the property is or may become liable to be transferred, conveyed or assigned to or by the Authority, in the way it was or might have been liable to be transferred, conveyed or assigned to or by the transferor.

- (3) If an instrument to which this section applies includes a following indemnity, the indemnity continues in favour of each person in whose favour it was originally given—
- (a) an indemnity given by a transferor to a board member of the transferor in relation to the board member's performance of the member's duties or functions;
 - (b) an indemnity given by a transferor to an employee of the transferor in relation to the employee's employment with the transferor.

- (4) In this section—

instrument means each of the following—

- (a) a Coordinator-General instrument;
- (b) a LinkWater instrument;
- (c) a SEQBWCo instrument, other than SEQBWCo's constitution;
- (d) a WGM instrument.

transferor means—

- (a) for a Coordinator-General instrument—the Coordinator-General; or
- (b) for a LinkWater instrument—LinkWater; or
- (c) for a SEQBWCo instrument, other than SEQBWCo's constitution—SEQBWCo; or
- (d) for a WGM instrument—the water grid manager.

41 Transfer of employees

- (1) A person who was, immediately before the part 7 transfer day, an employee of any of the following entities becomes an employee of the Authority—
- (a) LinkWater;
 - (b) SEQBWCo;
 - (c) the water grid manager.

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- (2) If a person was, immediately before the part 7 transfer day, a State employee—
 - (a) the person becomes an employee of the Authority; and
 - (b) the liability of the State for any annual leave, long service leave or sick leave accrued but not taken by the person before the part 7 transfer day is transferred to the Authority.
- (3) The *State Government Departments Certified Agreement 2009* and the *LinkWater Certified Agreement 2009* do not apply to—
 - (a) the Authority; or
 - (b) an employee of the Authority, including an employee transferred to the Authority under a regulation.
- (4) The *Seqwater Enterprise Bargaining Certified Agreement 2009-2012* (the ***certified agreement***) applies to—
 - (a) the Authority; and
 - (b) each employee of the Authority whose position falls within the classification structure under part 5 of the certified agreement, including an employee transferred to the Authority under a regulation.

42 Records

A record of any of the following entities immediately before the part 7 transfer day becomes a record of the Authority—

- (a) LinkWater;
- (b) SEQBWCo;
- (c) the water grid manager.

43 Legal proceedings

- (1) This section applies if, immediately before the part 7 transfer day, any of the following entities is a party to a legal proceeding that is not finished—

-
- (a) LinkWater;
 - (b) SEQBWCo;
 - (c) the water grid manager.
- (2) The Authority is responsible for the conduct of the legal proceeding in place of the entity.

Division 4 Accounting treatment

44 Accounting treatment

- (1) For accounting purposes, the parties to a relevant transfer must treat—
- (a) the transfer of the transferor's assets to, and the assumption of the transferor's liabilities by, the Authority as a distribution to, or contribution by, owners, as applicable; and
 - (b) the value of the transferor's assets transferred to, and the transferor's liabilities assumed by, the Authority as being equivalent to the carrying value of the assets and liabilities recorded in the accounts of the transferor, as applicable, immediately before the part 7 transfer day; and
 - (c) the value of any indebtedness under the QTC debt facilities transferred from the transferor to the Authority as being equivalent to the book value of the indebtedness under the QTC debt facilities recorded in the transferor's accounts immediately before the part 7 transfer day.
- (2) In this section—
- parties*, to a relevant transfer, means—
- (a) for the Coordinator-General transfer—the Coordinator-General and the Authority; or
 - (b) for the LinkWater transfer—LinkWater and the Authority; or

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- (c) for the SEQBWCo transfer—the Authority and SEQBWCo; or
- (d) for the SEQBWCo share transfer—the Authority and the Under Treasurer as trustee for the State; or
- (e) for the WGM transfer—the Authority and the water grid manager.

QTC debt facilities means the debt facilities held by a transferor with the Queensland Treasury Corporation.

relevant transfer means each of the following—

- (a) the transfer under this part of the Coordinator-General assets to the Authority (the ***Coordinator-General transfer***);
- (b) the transfer under this part of the LinkWater assets to, and the assumption of the LinkWater liabilities by, the Authority (the ***LinkWater transfer***);
- (c) the transfer under this part of the SEQBWCo assets to, and the assumption of the SEQBWCo liabilities by, the Authority (the ***SEQBWCo transfer***);
- (d) the transfer under this part of the shares in SEQBWCo held by the Under Treasurer on trust for the State to the Authority (the ***SEQBWCo share transfer***);
- (e) the transfer under this part of the WGM assets to, and the assumption of the WGM liabilities by, the Authority (the ***WGM transfer***).

transferor means—

- (a) for the Coordinator-General transfer—the Coordinator-General; or
- (b) for the LinkWater transfer—LinkWater; or
- (c) for the SEQBWCo transfer—SEQBWCo; or
- (d) for the SEQBWCo share transfer—the Under Treasurer as trustee for the State; or
- (e) for the WGM transfer—the water grid manager.

Division 5 Dissolution

45 Dissolution of LinkWater and the water grid manager

- (1) This section takes effect immediately after the Authority becomes the successor in law of LinkWater and the water grid manager.
- (2) LinkWater and the water grid manager are dissolved and the members of the boards of LinkWater and the water grid manager cease to hold office.
- (3) The Authority must prepare the financial statements and reports for LinkWater and the water grid manager.

Schedule Dictionary

section 3

Authority, for part 7, see section 33.

AWRCE see section 4(a).

Coordinator-General asset means—

- (a) for part 4, see section 9A; and
- (b) for part 7, see section 33.

Coordinator-General instrument means—

- (a) for part 4, see section 9A; and
- (b) for part 7, see section 33.

Coordinator-General liability, for part 4, see section 9A.

Coordinator-General schedule means—

- (a) for part 4, see section 9A; and
- (b) for part 7, see section 33.

LinkWater means the Queensland Bulk Water Transport Authority established under section 6 of the Act as in force before the replacement of that provision by the *South East Queensland Water (Restructuring) and Other Legislation Amendment Act 2012*.

LinkWater asset, for part 7, see section 33.

LinkWater instrument, for part 7, see section 33.

LinkWater liability, for part 7, see section 33.

LinkWater schedule, for part 7, see section 33.

part 5 transfer day means the day part 5 commences.

part 6 transfer day see section 25.

part 7 transfer day, for part 7, see section 33.

QWI means Queensland Water Infrastructure Pty Ltd ACN 119 634 427.

QWI exclusion schedule means a schedule held by the State showing instruments of QWI immediately before the part 5 transfer day that are excluded from the operation of this part.

QWI(WDPBU) means QWI only in relation to WDPBU, including to the extent of the responsibilities of WDPBU immediately before the transfer day.

relevant QWI assets mean assets of QWI other than instruments shown in the QWI exclusion schedule.

SEQBWC_o see section 4(d).

SEQBWC_o asset, for part 7, see section 33.

SEQBWC_o exclusion schedule, for part 7, see section 33.

SEQBWC_o instrument, for part 7, see section 33.

SEQBWC_o liability, for part 7, see section 33.

SEQDC see section 4(b).

SEQDC asset means an asset that—

- (a) is shown in the SEQDC asset schedule as an asset of SEQDC; or
- (b) is not otherwise shown in the SEQDC asset schedule but, immediately before the transfer day, is an asset of SEQDC.

SEQDC asset schedule means a schedule held by Seqwater showing the assets of SEQDC immediately before the transfer day.

SEQDC instrument means an instrument, other than SEQDC's constitution, that—

- (a) is shown in the SEQDC instrument schedule as an instrument applying to SEQDC; or
- (b) is not otherwise shown in the SEQDC instrument schedule but, immediately before the transfer day, is an instrument applying to SEQDC.

SEQDC instrument schedule means a schedule held by Seqwater showing the instruments applying to SEQDC immediately before the transfer day.

SEQDC liability means a liability that—

- (a) is shown in the SEQDC liability schedule as a liability of SEQDC; or
- (b) is not otherwise shown in the SEQDC liability schedule but, immediately before the transfer day, is a liability of SEQDC.

SEQDC liability schedule means a schedule held by Seqwater showing the liabilities of SEQDC immediately before the transfer day.

Seqwater, for parts 3 and 4 and this schedule, means the Queensland Bulk Water Supply Authority.

SRWP see section 25.

SRWP asset see section 25.

SRWP asset schedule see section 25.

SRWP exclusion schedule see section 25.

SRWP instrument see section 25.

SRWP instrument schedule see section 25.

SRWP liability see section 25.

SRWP liability schedule see section 25.

State employee, for part 7, see section 33.

transfer day means 1 July 2011.

WaterSecure means the Queensland Manufactured Water Authority established under section 6 of the Act as in force before the replacement of that provision by the *South East Queensland Water (Restructuring) and Other Legislation Amendment Act 2012*.

WaterSecure asset means an asset that—

- (a) is shown in the WaterSecure asset schedule as an asset of WaterSecure; or

-
- (b) is not otherwise shown in the WaterSecure asset schedule but, immediately before the transfer day, is an asset of WaterSecure.

WaterSecure asset schedule means a schedule held by Seqwater showing the assets of WaterSecure immediately before the transfer day.

WaterSecure instrument means an instrument that—

- (a) is shown in the WaterSecure instrument schedule as an instrument applying to WaterSecure; or
- (b) is not otherwise shown in the WaterSecure instrument schedule but, immediately before the transfer day, is an instrument applying to WaterSecure.

WaterSecure instrument schedule means a schedule held by Seqwater showing the instruments applying to WaterSecure immediately before the transfer day.

WaterSecure liability means a liability that—

- (a) is shown in the WaterSecure liability schedule as a liability of WaterSecure; or
- (b) is not otherwise shown in the WaterSecure liability schedule but, immediately before the transfer day, is a liability of WaterSecure.

WaterSecure liability schedule means a schedule held by Seqwater showing the liabilities of WaterSecure immediately before the transfer day.

WCRW see section 4(c).

WCRW asset means an asset that—

- (a) is shown in the WCRW asset schedule as an asset of WCRW; or
- (b) is not otherwise shown in the WCRW asset schedule but, immediately before the transfer day, is an asset of WCRW.

WCRW asset schedule means a schedule held by Seqwater showing the assets of WCRW immediately before the transfer day.

WCRW instrument means an instrument, other than WCRW's constitution, that—

- (a) is shown in the WCRW instrument schedule as an instrument applying to WCRW; or
- (b) is not otherwise shown in the WCRW instrument schedule but, immediately before the transfer day, is an instrument applying to WCRW.

WCRW instrument schedule means a schedule held by Seqwater showing the instruments applying to WCRW immediately before the transfer day.

WCRW liability means a liability that—

- (a) is shown in the WCRW liability schedule as a liability of WCRW; or
- (b) is not otherwise shown in the WCRW liability schedule but, immediately before the transfer day, is a liability of WCRW.

WCRW liability schedule means a schedule held by Seqwater showing the liabilities of WCRW immediately before the transfer day.

WDPBU means the part of QWI known as the Wyaralong Dam Project business unit, comprising the Wyaralong Dam as described in section 1.2 of the Coordinator-General's report on Wyaralong Dam released on 8 October 2008, including all associated, incidental and related services, works, real and personal property, instruments, assets and liabilities of QWI, but does not include an asset, liability, instrument or legal proceeding mentioned in the WDPBU exclusion schedule.

WDPBU asset—

- (a) means an asset that—
 - (i) is shown in the WDPBU asset schedule as an asset of QWI(WDPBU); or
 - (ii) is not otherwise shown in the WDPBU asset schedule but, immediately before the transfer day, is an asset held by QWI for the purposes of WDPBU; but

-
- (b) does not include an asset mentioned in the WDPBU exclusion schedule.

WDPBU asset schedule means a schedule held by Seqwater showing the assets of QWI(WDPBU) immediately before the transfer day.

WDPBU exclusion schedule means a schedule held by Seqwater showing assets, liabilities and instruments of QWI, and legal proceedings by or against QWI, immediately before the transfer day that are excluded from the operation of this regulation.

WDPBU instrument—

- (a) means an instrument that—
- (i) is shown in the WDPBU instrument schedule as an instrument applying to QWI for the purposes of WDPBU; or
 - (ii) is not otherwise shown in the WDPBU instrument schedule but, immediately before the transfer day, is an instrument applying to QWI for the purposes of WDPBU; but
- (b) does not include an instrument mentioned in the WDPBU exclusion schedule.

WDPBU instrument schedule means a schedule held by Seqwater showing the instruments applying to QWI for the purposes of WDPBU immediately before the transfer day.

WDPBU legal proceeding—

- (a) means a legal proceeding that—
- (i) is shown in the WDPBU legal proceedings schedule as a legal proceeding by or against QWI relating to WDPBU; or
 - (ii) is not shown in the WDPBU legal proceedings schedule but, immediately before the transfer day, is a legal proceeding by or against QWI relating to WDPBU; but
- (b) does not include a legal proceeding mentioned in the WDPBU exclusion schedule.

WDPBU legal proceedings schedule means a schedule held by Seqwater showing the legal proceedings by or against QWI relating to WDPBU immediately before the transfer day.

WDPBU liability—

- (a) means a liability that—
 - (i) is shown in the WDPBU liability schedule as a liability of QWI(WDPBU); or
 - (ii) is not otherwise shown in the WDPBU liability schedule but, immediately before the transfer day, is a liability to which QWI is subject for the purposes of WDPBU; but
- (b) does not include a liability mentioned in the WDPBU exclusion schedule.

WDPBU liability schedule means a schedule held by Seqwater showing the liabilities of QWI(WDPBU) immediately before the transfer day.

WGM asset, for part 7, see section 33.

WGM instrument, for part 7, see section 33.

WGM liability, for part 7, see section 33.

WGM schedule, for part 7, see section 33.

1 Index to endnotes

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- 5 List of annotations

2 Key

Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amd	= amendment	prov	= provision
t			
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No. [X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renu	= renumbered
		m	
ins	= inserted	rep	= repealed
lap	= lapsed	(retro	= retrospectively
)	
notf	= notified	rv	= revised version
d			
num	= numbered	s	= section

Key	Explanation	Key	Explanation
o in c	= order in council	sch	= schedule
om	= omitted	sdiv	= subdivision
orig	= original	SIA	= Statutory Instruments Act 1992
p	= page	SIR	= Statutory Instruments Regulation 2012
para	= paragraph	SL	= subordinate legislation
prec	= preceding	sub	= substituted
pres	= present	unnum m	= unnumbered
prev	= previous		

3 Table of reprints

A new reprint of the legislation is prepared by the Office of the Queensland Parliamentary Counsel each time a change to the legislation takes effect.

The notes column for this reprint gives details of any discretionary editorial powers under the **Reprints Act 1992** used by the Office of the Queensland Parliamentary Counsel in preparing it. Section 5(c) and (d) of the Act are not mentioned as they contain mandatory requirements that all amendments be included and all necessary consequential amendments be incorporated, whether of punctuation, numbering or another kind. Further details of the use of any discretionary editorial power noted in the table can be obtained by contacting the Office of the Queensland Parliamentary Counsel by telephone on 3003 9601 or email legislation.queries@oqpc.qld.gov.au.

From 29 January 2013, all Queensland reprints are dated and authorised by the Parliamentary Counsel. The previous numbering system and distinctions between printed and electronic reprints is not continued with the relevant details for historical reprints included in this table.

Reprint No.	Amendments included	Effective	Notes
0A	none	24 June 2011	pts 1–2, sch commenced

Reprint No.	Amendments included	Effective	Notes
1	none	1 July 2011	pts 3–4 commenced
1A	2011 SL No. 281	9 December 2011	
1B	2012 SL No. 81	30 June 2012	
1C	2012 SL No. 129	10 August 2012	
1D	2012 SL No. 240	1 January 2013	

4 List of legislation

Regulatory impact statements

For subordinate legislation that has a regulatory impact statement, specific reference to the statement is included in this list.

Explanatory notes

All subordinate legislation made on or after 1 January 2011 has an explanatory note. For subordinate legislation made before 1 January 2011 that has an explanatory note, specific reference to the note is included in this list.

South East Queensland Water (Restructuring) Regulation 2011 SL No. 125

made by the Governor in Council on 23 June 2011

notfd gaz 24 June 2011 pp 534–8

pts 3–4 commenced 1 July 2011 (see s 2)

remaining provisions commenced on date of notification

exp 1 September 2021 (see SIA s 54)

Note—The expiry date may have changed since this reprint was published. See the latest reprint of the SIR for any change.

amending legislation—

South East Queensland Water (Restructuring) Amendment Regulation (No. 1) 2011 SL No. 281

notfd gaz 9 December 2011 pp 729–35

commenced on date of notification

South East Queensland Water (Restructuring) and Another Regulation Amendment Regulation (No. 1) 2012 SL No. 81 pts 1–2

notfd gaz 29 June 2012 pp 704–10

ss 1–2 commenced on date of notification

remaining provisions commenced 30 June 2012 (see s 2)

South East Queensland Water (Restructuring) Amendment Regulation (No. 1) 2012 SL No. 129

notfd gaz 10 August 2012 pp 1002–3

commenced on date of notification

South East Queensland Water (Restructuring) and Other Legislation Amendment Regulation (No. 1) 2012 SL No. 240 ss 1–3(1), 4–6

notfd gaz 14 December 2012 pp 548–52

ss 1–2 commenced on date of notification

remaining provisions commenced 1 January 2013 (see s 2)

5 List of annotations

Prescribed relevant water entities—Act, s 104

s 4 amd 2012 SL No. 129 s 3

PART 4—TRANSFER TO SEQWATER OF MATTERS RELATING TO WATERSECURE

Division 1A—Definitions for part 4

div 1A (s 9A) ins 2012 SL No. 81 s 4

PART 5—TRANSFER OF PARTICULAR QWI MATTERS TO THE STATE

pt hdg ins 2011 SL No. 281 s 3

Division 1—Transfer of assets and liabilities

div 1 (s 20) ins 2011 SL No. 281 s 3

Division 2—Transition to the State

div 2 (ss 21–24) ins 2011 SL No. 281 s 3

PART 6—TRANSFER OF SRWP TO LINKWATER

pt hdg ins 2012 SL No. 81 s 5

Division 1—Definitions for part 6

div hdg ins 2012 SL No. 81 s 5

Definitions for pt 6

s 25 ins 2012 SL No. 81 s 5

def *LinkWater* om 2012 SL No. 240 s 4

Division 2—Transfer of assets, liabilities and shares

div 2 (ss 26–27) ins 2012 SL No. 81 s 5

Division 3—Transition to LinkWater

div 3 (ss 28–31) ins 2012 SL No. 81 s 5

Division 4—Accounting treatment

div 4 (s 32) ins 2012 SL No. 81 s 5

PART 7—TRANSFER OF BUSINESS TO THE AUTHORITY

pt hdg ins 2012 SL No. 240 s 5

Division 1—Preliminary

div 1 (s 33) ins 2012 SL No. 240 s 5

Division 2—Transfer of assets, liabilities and shares

div 2 (ss 34–38) ins 2012 SL No. 240 s 5

Division 3—Transition to the Authority

div 3 (ss 39–43) ins 2012 SL No. 240 s 5

Division 4—Accounting treatment

div 4 (s 44) ins 2012 SL No. 240 s 5

Division 5—Dissolution

div 5 (s 45) ins 2012 SL No. 240 s 5

SCHEDULE—DICTIONARY

def *Authority* ins 2012 SL No. 240 s 6(2)

def *Coordinator-General asset* sub 2012 SL No. 81 s 6; 2012 SL No. 240 s 6

def *Coordinator-General instrument* sub 2012 SL No. 81 s 6; 2012 SL No. 240 s 6

def *Coordinator-General liability* sub 2012 SL No. 81 s 6

def *Coordinator-General schedule* sub 2012 SL No. 81 s 6; 2012 SL No. 240 s 6

def *LinkWater* ins 2012 SL No. 81 s 6(2)

sub 2012 SL No. 240 s 6

def *LinkWater asset* ins 2012 SL No. 240 s 6(2)

def *LinkWater instrument* ins 2012 SL No. 240 s 6(2)

def *LinkWater liability* ins 2012 SL No. 240 s 6(2)

def *LinkWater schedule* ins 2012 SL No. 240 s 6(2)

def *part 5 transfer day* ins 2011 SL No. 281 s 4

def *part 6 transfer day* ins 2012 SL No. 81 s 6(2)

def *part 7 transfer day* ins 2012 SL No. 240 s 6(2)

def *QWI exclusion schedule* ins 2011 SL No. 281 s 4

def *relevant QWI assets* ins 2011 SL No. 281 s 4

def *SEQBWCo* ins 2012 SL No. 240 s 6(2)

def *SEQBWCo asset* ins 2012 SL No. 240 s 6(2)

def *SEQBWCo exclusion schedule* ins 2012 SL No. 240 s 6(2)

def *SEQBWCo instrument* ins 2012 SL No. 240 s 6(2)

def *SEQBWCo liability* ins 2012 SL No. 240 s 6(2)

def *Seqwater* ins 2012 SL No. 240 s 6(2)

def *SRWP* ins 2012 SL No. 81 s 6(2)

def *SRWP asset* ins 2012 SL No. 81 s 6(2)

def *SRWP asset schedule* ins 2012 SL No. 81 s 6(2)

def *SRWP exclusion schedule* ins 2012 SL No. 81 s 6(2)

def *SRWP instrument* ins 2012 SL No. 81 s 6(2)

def *SRWP instrument schedule* ins 2012 SL No. 81 s 6(2)

def *SRWP liability* ins 2012 SL No. 81 s 6(2)

def *SRWP liability schedule* ins 2012 SL No. 81 s 6(2)

def *State employee* ins 2012 SL No. 240 s 6(2)

def *WaterSecure* ins 2012 SL No. 240 s 6(2)

def *WGM asset* ins 2012 SL No. 240 s 6(2)

def *WGM instrument* ins 2012 SL No. 240 s 6(2)

def *WGM liability* ins 2012 SL No. 240 s 6(2)

def *WGM schedule* ins 2012 SL No. 240 s 6(2)

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