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# Ord Irrigation Co-operative Customer Service Charter

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## 1. INTRODUCTION

This introduction provides a brief description of the Ord Irrigation Co-operative Limited (“OIC”) and a commitment to service that states the service values underpinning the OIC’s operations.

### 1.1 Our Water Services Operating Licence

- a. We supply irrigation services to you, our customers, in accordance with the Water Services Operating Licence (“Operating Licence”) issued to us by the Economic Regulation Authority (the “Authority”) under the *Water Services Licensing Act* 1995 (WA) or under the *Water Services Act* 2012 (WA) when it comes into force (expected late 2013). A copy of our Operating Licence is available on the Authority’s website or at no charge from our office on request.
- b. The Operating Licence requires us to ensure that our services are available for connection on request to any land situated in our Operating Area. The availability of our services is subject to the applicant meeting any conditions we may determine to ensure safe, reliable and financially viable supply of services in accordance with our Operating Licence and any Water Acts.
- c. Our Operating Licence also includes requirements in relation to our customer complaints processes, our customer service charter, our customer consultation processes, operational audits, our asset management system and reviews, and service and performance standards.
- d. It is a condition of our Operating Licence that we provide services in a way which is consistent with our customer service charter. Our Operating Licence states that the condition is not intended to create a statutory duty nor provide any third party with a legally enforceable right or cause of action.

### 1.2 Ord Irrigation Co-operative Limited and Ord Irrigation Asset Mutual Co-operative Limited

- a. We are a distributing co-operative under *Co-operatives Act* 2009 (WA) and are governed by the registered Rules of OIC (“Rules”). A copy of our Rules (or Articles of Association) is available on our website or can be collected from our office free of charge upon request.
- b. We deliver irrigation service to our Customers, who consist of Members of OIC and Non-Member Customers.
- c. In accordance with our Rules, Members of OIC (“Members”) are landholders who have access to irrigation water from the channel system in the Stage 1, Ord Irrigation Area. Each Member holds not less than 12 Water Entitlements per hectare of Rated Land held by the Member and the same number of

shares in OIC. The Rules have the effect of a contract under seal between us and each Member.

- d. The OIC Board has made a board policy to govern the provision of irrigation services to Non-Member Customers. A copy of the policy is available on our website.
- e. In accordance with OIC policy, Non-Members Customers are landholders or commercial entities who have opportunistic access to irrigation water from the channel system in the Stage 1, Ord Irrigation Area. OIC will require Non-Member Customers to sign a water service agreement. Each Non-Member Customer is charged estimated water usage, which is calculated on the basis of 12 megalitres of water per hectare of Rated Land held by the Non-Member Customer. OIC also raises an asset levy from Non-Member Customers to cover asset maintenance and renewal of irrigation assets.
- f. OIC is a Member of the Ord Irrigation Asset Mutual Co-operative Limited (“OIAMC”) and OIAMC is a Member of OIC. The OIAMC is a non-distributing co-operative under the *Co-operatives Act* 2009 (WA) and is governed by its registered rules.
- g. OIAMC raises contributions from Members to cover asset maintenance and renewal of its irrigation assets. OIAMC currently contracts OIC to undertake asset maintenance and renewal works.

### 1.3 Ownership and Operation of Irrigation Assets in the Ord

- a. The Water Corporation owns and operates the bulk water infrastructure from which the irrigation water is released to supply water to the main off-takes. A Water Transfer Agreement between the Water Corporation and OIC manages the conditions and service level of the bulk water supply.
- b. The Water Corporation also owns the M1 Channel and its infrastructure. OIC operates and maintains the M1 Channel and its infrastructure through an Operations and Maintenance Contract with the Water Corporation.
- c. OIAMC is the owner of the irrigation system assets other than the bulk water infrastructure and M1 Channel. OIAMC and OIC have a legally binding service agreement that, amongst other things, licences us to use OIAMC’s irrigation assets to deliver the irrigation service to our Customers.

### 1.4 Irrigation in the Ord

- a. Irrigation water is delivered to farms from Lake Kununurra. There are two main irrigation supply systems:
  - Ivanhoe Valley, which is supplied by gravity through the M1 Channel (and via a pump station into the S1 subsidiary channel); and

- Packsaddle Plains, which are also supplied by a gravity system, with the water initially lifted by pumps before being fed into the supply channels.
- b. Our irrigation season runs from 1 January through to 31 December. Unlike other irrigation areas, the wet and dry seasons are the factors that define when to irrigate, when not to irrigate, and when maintenance can be planned and conducted on the system.
- c. Our water operations staff members monitor, operate and control the channels. This is necessary to ensure we supply water in compliance with our Operating Licence and without excessive wastage or risk of damage to structures, channels, land, other facilities, or the environment.

## **1.5 Service Values**

- a. We provide an efficient and user friendly system for placing orders and fulfil water order requests in a timely, friendly and efficient manner.
- b. We listen to and consult with our Customers to ensure our services meet their needs and expectations.
- c. We regularly review our services and operations and are committed to continually improving our services.
- d. We deliver a high quality service that is financially prudent and sustainable over the long term.
- e. We, together with OIAMC, have a program of ongoing investment in new technology to ensure the water distribution system is capable of meeting Customer needs at a lower real cost while reducing water losses.

## **2. CONDITIONS FOR CONNECTION**

This section provides details of conditions for connection, including how Customers can obtain services and a list of products and services offered.

### **2.1 Products and Services**

- a. OIC supplies non-potable water. Non-potable water is untreated water that may not meet the requirements of the Australian Drinking Water Guidelines. Non-potable water is not fit for drinking, food preparation, ice-making, cleaning teeth or other uses where consumption may be possible. There is no protection against disease-causing organisms that may contaminate the water.
- b. OIC supplies non-potable water for irrigation, stock, and commercial use only. OIC will supply irrigation water that is safe for the irrigation of crops and livestock.
- c. Our Operating Licence requires us to supply water that contains less than 1200 mg/L of Total Dissolved Solids (“TDS”). We aim to supply water at a quality that is below 500 mg/L TDS.

### **2.2 Connections for Members**

- a. To be connected to our system as a Member, you must become a Member of OIC and OIAMC and remain an Active Member of OIC and OIAMC in accordance with our Rules and the rules of OIAMC. Further information is available in our Rules or by contacting our office.
- b. The OIC and OIAMC Boards review each application for a connection at their next monthly meeting or as soon as time permits. Approval of your application will depend on a number of factors including:
  - the eligibility of the applicant to be a member of OIC and OIAMC;
  - the ability to service the location;
  - whether the purpose of use meets the requirements; and
  - the availability of water.
- c. If the OIC and OIAMC Boards approve your application, you will be informed of your Membership rights, service installation fees and the various water charges. Your connection will be installed within a reasonable time frame.

### **2.3 Connections for Non-Member Customers**

- a. To be connected to our system as a Non-Member Customer, you must apply to us for a new connection and must inform us as to the location and purpose for connection, the maximum supply flow rate and estimated annual

extraction volume as part of your application. Further information is available by contacting our office.

- b. The OIC and OIAMC Boards will review your application at their next monthly meeting or as soon as time permits. Approval of your application will depend on a number of factors including:
  - the ability to service the location;
  - the suitability of infrastructure for supply;
  - whether the purpose of use meets the requirements; and,
  - the availability of water.
- c. Approved Non-Member Customers will be required to enter into a water service agreement that details the conditions of connection, standard of service, cost of service connection, usage rates and annual charges.
- d. Your service will be installed within a reasonable time frame and at your expense.

## **2.4 Disconnection by a Member**

- a. If you are a Member and wish to have your service disconnected, you can forfeit your Water Entitlement to us in accordance with our Rules. You will need to repurchase any forfeited Water Entitlement at the market rate if you wish to reconnect the property.
- b. Alternatively, you can elect not to use the property's Water Entitlement or may choose to dispose of or trade any Water Entitlement in accordance with our Rules.

## **2.5 Disconnection by a Non-Member Customer**

- a. If you are a Non-Member Customer and wish to have your service disconnected, you may make a request for disconnection in writing to us.
- b. We will disconnect your service within five (5) business days of receiving your notice in writing. If you request a specific disconnection date, please provide five (5) business days' notice to our office.
- c. A disconnection fee will be charged by OIC in accordance with your water service agreement.

## **2.6 Water Trading**

- a. The OIC General Manager must approve all Internal Annual Transfers in accordance with our Rules. An Internal Annual Transfer is a contractual

arrangement between Members to transfer a certain quality of volumetric water:

- within the Ord Irrigation Area, and
  - only for the duration of the irrigation Season in which the transfer is made.
- b. The OIC Board must approve all Internal Permanent Transfers in accordance with our Rules. An Internal Permanent Transfer is an absolute legal assignment of Water Entitlements, and all of the rights which attach to the relevant Water Entitlements, within the Ord Irrigation Area. Proposals must be submitted for consideration by the OIC Board, which is generally scheduled to meet on the last Wednesday of each month.
- c. In accordance with our Rules, the OIC Board must not approve an External Permanent Transfer or External Temporary Transfer. An External Transfer is a transfer out of the Ord Irrigation Area.

## **2.7 Water Supply by Scheduling**

- a. Our distribution system does not have the capacity to supply all properties with their normal irrigation supply at once. We use a system of 'water supply by scheduling' to meet the supply needed by an individual irrigation farmer.
- b. This system maximises the efficiency of the distribution system, minimises water wastage, enables us to operate as a viable and efficient business, and meets our Operating Licence conditions.
- c. For the system of water supply by scheduling to be effective, our customers must give us adequate notice through our water ordering system of how much water they require and when. Our water operations staff members collate the delivery requests, schedule the deliveries, and operate the system with the aim of delivering the water as scheduled.



### 3. SERVICE STANDARDS AND CUSTOMER RIGHTS

This section sets out our standards of service and customer rights, including the level of service that Customers can expect.

#### 3.1 Water Ordering

- a. Our water ordering protocols reflect our recognition that water wastage on the farm and through channel reliefs is undesirable and scheduling must minimise both as much as is reasonable.
- b. You must place all requests for water orders on our web- or phone-based ordering system. These orders are made directly into an irrigation management system and eliminate issues or reporting requirements that may arise from Customers giving verbal orders to water operations staff. In the event of a system malfunction, other ordering systems will be available until the issue is rectified.
- c. When you place a request for a water order, you should specify the flow rate of water requested in megalitres per day, the supply point, the date and time the order is to commence, the order duration in hours, and the crop for which the water is intended.
- d. We consider requests for orders and cut-offs made via the water ordering system as follows:
  - We accept all order and cut-off requests made prior to 10am for the following day.
  - We consider cut-off and alteration requests received prior to 10am for later in the same day *only* in circumstances where the water can be reallocated or saved in the delivery system.
  - We consider cut-off requests made after 10am for the following day *only* in circumstances where the water can be reallocated or saved in the delivery system. You must contact appropriate water operations staff directly as soon as you become aware that you need to make such a request.
- e. We advise you when your order is scheduled for delivery by SMS, email, or on-screen display. This is usually done prior to 1pm on the day before delivery.
- f. Our web- and phone-based water ordering system also enables Customers to:
  - confirm their orders;
  - request flow rate changes;
  - access previous water orders and water statements for their outlets; and
  - access FarmConnect™ Portals – should our customers wish to install on-farm automation.

### 3.2 Water Delivery

- a. We supply water to Members in accordance with our Rules and to Non-Member Customers in accordance with their water service agreement.
- b. We aim to start supply of an irrigation water order within a period of four (4) hours of the requested start time. OIC is not liable to Customers for failure to supply a water order at an agreed time.
- c. It is our practice to shut the water off within half an hour of the scheduled completion time. If the delivery did not start until after the scheduled start time, we will adjust the scheduled completion time accordingly to maintain the requested duration.
- d. We aim to supply a consistent flow rate for the entire period of supply.
- e. Our water operations staff members operate all supply points on the open channels at the start and finish of each watering. You should communicate with the water office at all times and not make flow adjustments without the water officer's approval.
- f. Human error by OIC staff members or Customers may occur from time to time. It is your responsibility as the Customer to check that your requests for services, shut offs and starts are carried out.
- g. When the demand for water falls below the level required for the economic operation of the system and we expect demand will not increase again for a period of time, we will drain the channels for maintenance purposes and to control weeds. We usually top up the M1 Channel and the Packsaddle Channel approximately every 14 days on request for the irrigation of crops and livestock. Each year, we send out wet season rosters that outline the dates on which water services will be available.

### 3.3 Disruption to Services

- a. The OIC's irrigation service is designed to deliver water 24 hours a day.
- b. However the OIC may interrupt, postpone or limit its irrigation service to Customers if:
  - any part of the system is damaged (for example by bursting, blockages or mechanical and electrical breakdown);
  - it is necessary to inspect, maintain, repair or replace parts of works;
  - it is required for connection of new works or services; or
  - an event occurs beyond the OIC's control, including acts by others, sabotage, flood, earthquake, power or industrial action.

- c. We will provide at least five (5) business days notice of non-emergency (planned) disruptions to your service in accordance with Clause 6.2 of this Charter.

We will aim to provide notice of emergency disruptions within twenty-four (24) hours of our personnel identifying the disruption having occurred or the need for the disruption to occur in accordance with Clause 6.3 of this Charter.

- d. We endeavour to prevent disruptions to the supply channels. Where disruptions are unavoidable, we try to limit them to seven (7) days.
- e. The OIC is not liable for interruptions, postponements or limitations to supply.
- f. Emergency changes to channel water supply may also occur without prior notice.

### **3.4 Limitation or Discontinuation of Services**

- a. We may limit or discontinue our irrigation services to you if:
  - you do not comply with the terms and conditions of this Charter;
  - you do not comply with the relevant provisions of our Rules or your water service agreement;
  - there is a public health, environmental or safety risk to the OIC from a connection; or
  - you do not pay, or meet and make arrangements to pay, overdue charges for the services.
- b. If we determine that we should limit or discontinue our irrigation services to you for one of the reasons set out in Clause 3.4(a), we will provide you with a Notice of Proposed Limitation or Discontinuation of Services in accordance with Clause 6.4 and you will have fourteen (14) days to rectify the breach to the acceptance of OIC.
- c. If your service has been limited or discontinued, we will reinstate the service if we are satisfied that you:
  - have complied with the terms set out in the Notice of Proposed Limitation or Discontinuation of Services; and
  - are otherwise in compliance with this Charter and our Rules (or your water service agreement if you are a Non-Member Customer).

### **3.5 Liability**

- a. OIC's liability for actions, omissions, warranties or representations is limited as set out in our Rules, including as follows:

- OIC is not liable for any act or omission by OIC or any person acting under its authority so long as the action or omission was bona fide for the purpose (directly or indirectly) of compliance with its licences.
  - OIC will not be liable to Customers in any event whatsoever arising out of loss of profits, loss of use or otherwise, whether caused by OIC's breach of the Rules, negligence or otherwise.
- b. OIC's liability is limited by section 35 of the *Water Services Licensing Act* 1995 and will be limited by section 77 of the *Water Services Act* 2012 when it comes into force. OIC may interrupt, suspend or restrict the provision of an irrigation service if, in OIC's opinion, it is necessary to do so because of an accident, emergency potential danger or other unavoidable cause (or for the purposes of maintenance and repair under section 77). OIC is not liable for any loss or damage that arises from any such interruption, suspension or restriction except to the extent to which the customer has entered into an agreement with us that states otherwise (e.g. OIC Rules or water service agreement) (or the extent to which we have acted or omitted to act negligently or in bad faith under section 77)..
- c. OIC is not liable to Customers for breach of this Charter. OIC's liability for failure to meet prescribed standards in the Operating Licence is limited to the amount prescribed as a penalty in its Operating Licence or regulations.

### 3.6 Asset Management System and Reviews

- a. OIAMC currently contracts OIC to undertake asset maintenance and renewal works. We work to ensure that cost effective channel maintenance is carried out in a timely manner to enable efficient and effective distribution of water to customer supply points.
- b. We will respect the assets and operations of our Customers' properties and leave all assets on private land as we found them and ask the same in return. We provide you with notice of entry in advance when we need to enter your land for planned construction or rehabilitation of irrigation facilities. Because of the nature of irrigation operations and the frequent need to enter Customers' properties, we are not always able to advise entry onto your land for routine maintenance and operational matters.
- c. There will be some periods during the season, timed for when demand is low, when we need to shut down the system for capital works. Disruptions of supply are necessary for the ongoing maintenance of infrastructure to enable a reliable supply system.
- d. Customers may use the channel system's Jeep tracks owned by OIAMC in the dry season. Please drive slowly as dust can affect crops and make driving hazardous. Wet Season use of jeep tracks is strictly prohibited. You as landowner will be asked to repair or regrade the track or to reimburse OIAMC or OIC for all costs incurred if you damage the track when wet. The

use of jeep tracks is at your risk. OIC or OIAMC will not be held liable for any damage.

- e. In accordance with written notification from the Authority under clause 17.3 of our Operating Licence, we have an asset management system and undertake asset management system reviews every three (3) years.

### **3.7 Operational Audits**

- a. In accordance with written notification from the Authority under clause 16.1 of our Operating Licence, we undertake operational audits every three (3) years.

### **3.8 Weed Control**

- a. We currently control aquatic weeds and algae in the channel system by periodic injections of acrolein, Magnacide®H. This chemical is registered for use in irrigation channels whilst supplying water for crops.
- b. We provide notification in writing at the start of the irrigation season of when injections may be required for that season. For the high-demand months of March and April, we will inject acrolein whilst the channels are running to demand.
- c. From May onwards, at General Manager's discretion, we may choose not provide irrigation services whilst acrolein is being injected. We will notify Customers one week prior to an injection and the system will be shut down to a maintenance flow to maximise the treatment efficacy and reduce the quantity of acrolein required. We generally schedule acrolein injections for the first Tuesday of each month that treatment is required.
- d. Between September and December, we will use every possible instance to drain channels in order to treat weed and algal growth as crop water demand is reduced.
- e. We control weeds growing on the channel and drain banks by aerial and ground spraying, and by mechanical clearing and slashing. We use suitable approved chemicals for channel bank weed control in accordance with Occupational Health and Safety Standards and our staff members take care not to pollute water or damage crops.
- f. In the future, for the same purposes listed above, we may use other algacides or herbicides which are registered for use in Australia. We will notify you in advance of any change of chemical and treatment process in such circumstances.

### **3.9 Faults with Meters and Supply Points**

- a. We investigate all instances where supply points or meters appear to have been tampered with. We may withhold supply to you while the cause is investigated. When, in our opinion, water theft has occurred, we will estimate the quantity stolen and charge you accordingly.
- b. Where a meter is recording incorrectly, we will estimate water consumption based on watering duration, amount ordered and supply point capacity for the period the meter is considered to be faulty. We will impose an additional charge or reimburse you based on our estimate.
- c. We will endeavour to repair or replace any meter found to be faulty before commencement of the next watering period.

#### **4. CO-OPERATIVE'S POWERS**

This section sets out details of our powers, for example to the power to prohibit the discharge of unauthorised substances into the wastewater system.

##### **4.1 Drainage**

- a. In accordance with our Rules and our water service agreements with Non-Member Customers, we may give a direction to a Member or Non-Member Customer that discharge of water from any relevant Landholding must comply with water quality standards prescribed by us having regard to the requirements of the Licences and occur only through certain water works.
- b. In accordance with our Rules and our water service agreements with Non-Member Customers, a Member or Non-Member Customer must comply with our reasonable directions for the purpose of reducing the impact of pesticides and nutrients on receiving waters.
- c. We are not obliged to allow a Member or Non-Member Customer to discharge any substance into any water works if the Member or Non-Member Customer fails to comply with these requirements.

## **5. CUSTOMER OBLIGATIONS**

### **5.1 Charges Payable**

- a. Each Member account will consist of:
  - A Fixed Service Charge to cover the fixed costs of operating the business (per hectare rating);
  - A Volumetric Charge to cover variable costs of operating the business (per megalitre rating); and
  - A Pump Station Surcharge to cover variable costs of operating electric pumpstations (per megalitre rating, and only applies if you are serviced from a pumpstation supply).
- b. Each Non-Member Customer account will consist of:
  - A Fixed Service Charge to cover the fixed costs of operating the business (per hectare rating); and
  - A Asset Levy Charge to cover the fixed costs of maintaining supply assets (per hectare rating); and
  - An Estimated Volumetric Charge to cover variable costs of operating the business (per megalitre rating); and
  - A Pump Station Surcharge to cover variable costs of operating electric pump-stations (per megalitre rating, and only applies if you are serviced from a pump-station supply).
- c. In setting our charges, we take into account the long term financial viability of our business. We set the fixed, Asset, volumetric, and pump surcharges for irrigation water in June for the next financial year.
- d. OIAMC issues an Asset Levy Charge to Members, mailed under separate cover, to account for the costs of asset replacement/refurbishment on a per hectare rating as determined by the OIAMC.
- e. In the future, we may introduce a Special Charge for extra services. This charge may include:
  - non scheduled cut-offs with drainage outfall implications;
  - short notice requests; and,
  - any penalties due to frequent call outs by individuals.

### **5.2 Billing and Payments**

- a. We send monthly accounts to our Customers. Accounts are treated as delivered from the date of mailing.



- b. All accounts we issue will contain the following information: identification details for the property; the services being billed; the volume of water used; the property's water entitlement remaining for the irrigation year; and, details on how to make account payments.
- c. All accounts issued by OIAMC will contain the following information: identification details for the property; the asset levy charge; and, details on how to make account payments.
- d. The OIC Board has made a Debtors Policy that governs non-payment of accounts and reflects our Rules. Payments more than 30 days overdue may be charged interest and a late payment fee will apply.
- e. Please let us know if you are having difficulty in paying amounts charged. You can discuss payment plan options with the General Manager.
- f. Under- and over-payments of accounts will be adjusted on the following month's invoice.
- g. Excess water will be charged where a property exceeds its annual Water Entitlement.
- h. Payments can be made by cheque or electronically into the nominated Bank Accounts shown on the invoice.
- i. Please let us know of changes in ownership, lessees, and changes in C class shares, addresses and addressees. We will, from time to time, ask you to check that our details for you and your property are correct. Please let us know of any discrepancies immediately.

### **5.3 Service Delivery Assistance**

- a. Please advise us of any service faults or difficulties on (08) 9168 3300.
- b. Please communicate regularly with your water officer to help ensure efficient water distribution in your area.
- c. Please do not tamper with gates to alter the flow of water and please discuss any required changes with our water operations staff. The irrigation system is not a tap and altering your flows will affect someone else's flows. Supply Point tampering could lead to your gates being locked down.
- d. Please have in place adequate storage to minimise any water supply problems. We recommend you have sufficient storage for at least seven (7) days shutdown.
- e. Please give as much notice as possible for all requests, cut-offs and alterations for water orders.

- f. Please keep us informed of your irrigation plans and crop types.
- g. Please use best watering practice to keep water wastage and Total Suspended Solids to a minimum. This will assist in groundwater management and reduce the siltation of drains.

#### **5.4 Asset Maintenance Assistance**

- a. Please keep us informed of any maintenance, changes or modifications that you believe would improve the operation of the system.
- b. If spraying channels and drains with herbicides approved by the General Manager, please record the areas sprayed and the amount of chemical used. We will reimburse you for the chemical used, provided we have issued prior approval.
- c. Please accurately gauge your water requirements with a view to reducing tail drain flows and slowing the loss of topsoil and the rate of the drain siltation. On farm silt traps, correct drainage outlet levels and well-designed land levels will help to significantly lower drainage maintenance costs. Customers clearly abusing the drainage service can be charged for the corrective maintenance under the *Rights in Water Irrigation Act* 1914 (WA).

#### **5.5 Infrastructure Damage**

- a. If any asset of OIAMC or OIC is broken or damaged, you as landowner will be asked to repair or replace the asset or to reimburse OIAMC or OIC for all costs incurred.

#### **5.6 Additional Infrastructure or Modifications**

- a. Please do not modify any drainage or supply structure owned by OIAMC without prior approval from OIAMC. You can request a modification request form and procedure by contacting our office.
- b. Member requests for additional irrigation structures or modification to existing structures must be submitted to the OIAMC Board in writing. If the Board approves the request and the Member intends to carry out the works, a condition of approval will be that it is compatible with OIAMC construction standards and that it must be completed within 12 months. Alternatively OIC may carry out the works on the direction of OIAMC and with the consent of the Member. In either case, the Member will be responsible for the installation and modification cost of the structures.

## **6. COMMUNICATION PROCEDURES**

This section sets out communication procedures including, for example information on customer committees, notice for work to be undertaken, and dealing with correspondence.

### **6.1 Ongoing Customer Consultation Processes**

- a. We have established ongoing customer consultation processes which inform Customers and proactively solicit Customers' opinion on our operations and delivery of services. These processes include:
  - Publishing a simple newsletter every six months providing basic information about our operations;
  - Holding regular grower (Customer) meetings in an irrigation season to provide information on irrigation projects and initiatives; and
  - Carrying out regular surveys to seek Customer input and opinions on general and specific aspects of our service delivery.
- b. We hold regular staff meetings which are also used to discuss Customer needs.
- c. We hold an annual public meeting to obtain Customer views on the performance and operation of the scheme. The meeting will be held prior to the start of each irrigation season and prior to making major changes to the operation of the irrigation scheme. The agenda for the annual meeting will include, but not be limited to:
  - Season opening and closing conditions;
  - Tariffs; and
  - Scheme operation.

### **6.2 Notices for Planned (Non-Emergency) Works**

- a. Our Operating Licence requires that we provide five (5) business days notice of planned service interruptions to 90% of affected Customers over a 12 month period. We aim to advise all affected Customers in writing fourteen (14) days before a planned disruption to the supply on an individual channel.
- b. We will usually provide a service disruption notice in writing by fax, but may also provide it directly (by telephone or in person) to the on-farm waterman or farm manager.
- c. The service disruption notice will outline the reason for the disruption and the expected duration of the disruption. Please be aware that major works could require shutdowns of seven (7) days and you need to ensure adequate on-farm supplies to cover these periods.

### **6.3 Notices for Emergency Works**

- a. We will aim to provide notice of emergency service disruptions within twenty-four (24) hours of our personnel identifying the disruption having occurred or the need for the disruption to occur. We may not always be in a position to notify you before emergency works commence.
- b. We will usually provide a service disruption notice in writing by fax, but may also provide it directly (by telephone or in person) to the on-farm waterman or farm manager.
- c. The service disruption notice will outline the reason for the disruption and the expected duration of the disruption.

### **6.4 Notices of Proposed Limitation or Discontinuation of Services**

- a. We will provide you with a Notice of Proposed Limitation or Discontinuation of Services if we determine that we should limit or discontinue our irrigation services to you for one of the reasons set out in Clause 3.4(a).
- b. The notice will set out details of the breach and what you must do to rectify the breach. The notice will also advise you that you have fourteen (14) days (or any longer period that we determine) to rectify the breach to our satisfaction and any other terms which you must meet before we reinstate your services.

### **6.5 Rates and Charges**

- a. We will publish details of rates and charges in advance to the new financial year invoices.
- b. We will publish details of interest rates payable on overdue rates and charges. These will usually be stated on the invoice you receive from us.
- c. Where possible, we will inform all Customers of long term pricing arrangements through letters and the Annual General Meeting.

### **6.6 Non-Potable Water**

- a. Our Operating Licence requires that we notify all our Customers each year that the water we supply is non-potable and not suitable for drinking.
- b. You are responsible for ensuring that occupants of and visitors to your home or business do not ingest this non-potable water.

## 7. CONTACT INFORMATION

This section contains our address, telephone number and general business hours, as well as the positions and numbers of relevant contact officers. It also explains how Customers can obtain emergency assistance with a list of telephone numbers.

### 7.1 OIC Watermen

- a. The OIC Watermen are available from 6am to 6pm, but are on call 24 hours for emergency response and can be contacted by mobile.
- b. For S4, S5, S6, S7, S8 Channels, please call 0417 960 834.
- c. For the Packsaddle, S1, S2, S3 Channels, please call 0417 968 497.

### 7.2 OIC Management

- a. The OIC General Manager can be contacted on 0408 683 300.
- b. The OIC office hours are 9.00am to 3.00pm weekdays. The office can be contacted on:

<i>Telephone</i>	(08) 9168 3300
<i>Fax</i>	(08) 9168 3100
<i>E-mail</i>	<a href="mailto:mat@ordirrigation.com.au">mat@ordirrigation.com.au</a>
<i>Post</i>	PO Box 573, Kununurra WA 6743

### 7.3 Operating Licence

- a. For a copy of our Operating Licence, please call us on (08) 9168 3300 or the Authority on (08) 6557 7900. It is also available on the Authority's website.

## **8. COMPLAINTS RESOLUTION**

This section deals with complaints resolution mechanisms, including relevant contact details for the Department of Water.

### **8.1 Faults**

- a. We aim to respond to faults within the irrigation system within two (2) working days. Our initial response may be made by telephone or by a visit by an OIC employee.
- b. If our General Manager decides the fault is urgent, we will (where possible) contact you immediately by phone to discuss the matter. In urgent cases, the General Manager has the authority to respond in two (2) hours regardless of the magnitude of the fault.

### **8.2 Complaints**

- a. We aim to respond to 90% of customer complaints within fifteen (15) business days.
- b. We aim to reply to all written correspondence within 10 working days. If the matter requires investigation, we will advise this in writing and will provide a date by which we will give a report of our investigation or an alternative date for the report.
- c. We aim to resolve complaints within fifteen (15) working days. If your complaint has not been resolved within that time, we will inform you of the option of referring your complaint to the Department of Water.
- d. If you are not satisfied with a solution offered or action taken on a complaint by management, you may seek referral to the OIC's Board. The Board will investigate the complaint, assess the appropriateness of our response and either confirm or amend our proposed solution or action.
- e. If you are not satisfied with a solution offered or action taken on a complaint by the OIC board, you may seek further referral to the Members Disputes Panel. The panel will further investigate the complaint, assess the appropriateness of OIC's response and either confirm or amend OIC's proposed solution or action.

### 8.3 Department of Water

- a. If you have a dispute with OIC regarding a provided or requested water service, you may refer your dispute to the Department of Water. The Department of Water contact details are as follows:

Customer Services Officer  
The Department of Water  
Water Industry Policy Branch  
PO Box K822  
Perth WA 6842  
Phone: (08) 6364 7600  
Fax: (08) 6364 6525  
E-mail: [WISBcomplaints@water.wa.gov.au](mailto:WISBcomplaints@water.wa.gov.au)  
Web: [www.water.wa.gov.au](http://www.water.wa.gov.au)

Refer:

<http://portal.water.wa.gov.au/portal/page/portal/LicensingWaterIndustryServices/WaterIndustryServices/ConsumerAssistance>

- b. The Department of Water will seek a detailed explanation of the nature of the complaint, the solutions or actions offered by us and the reasons why these are not acceptable to you. We will provide to the Department of Water with details of complaints and contact details where the Department requests this information. The Department of Water will respond with its opinion on the matter and suggest a solution to the parties involved.

### 8.4 Arbitration or legal action

- a. If you remain dissatisfied with the outcome, you may submit the matter to the arbitrator selected by you from a list provided by the Department of Water. The arbitrator's decision including award of costs, will be binding on both parties and will preclude further action on the matter.
- b. You may elect to bypass the arbitration process and take legal action to resolve the matter.