

Ord Irrigation Co-operative Ltd Customer Services Charter

HOW WE SUPPLY IRRIGATION WATER (Irrigation Water is Non-Potable)

This Customer Service Charter sets out the services and standards of the Ord Irrigation Co-operative Ltd (“OIC”) when supplying irrigation services to our Customers in accordance with the Operating License issued to the OIC by the Economic Regulation Authority (the “Authority”) under the Water Services Licensing Act 1995. Our Customers are shareholders and lessees of shareholders who have access to irrigation water from the channel system in the Stage 1 Irrigation Area.

The charter informs you, the customers of the OIC, of your rights in accordance with our operating license, including service interruptions, levels of service and complaint procedures. If you would like a copy of the operating licence please contact the OIC on 08) 91683300 or the Authority on 08) 92131900.

Irrigation water is delivered to the farms from the Kununurra Diversion Dam. There are two main systems:

- ◆ Ivanhoe Valley, which is supplied by gravity and pumps through the M1 channel;
- ◆ Packsaddle Plains, which is also supplied from a gravity system, with the water lifted by pumps and fed into the supply channels.

The channels are regulated and operated by, the Watermen on OIC’s staff.

Proper operation of the scheme is necessary to ensure water is supplied in compliance with OIC’s Operating Licence and without excessive wastage or the threat of damage to structures, channels, land, other facilities or the environment.

The distribution system does not have the capacity to supply all properties with their normal irrigation supply at once. A system of ‘water supply by scheduling’ is used to meet the supply needed by an individual irrigation farmer. This maximises the efficiency of the distribution system and minimises water wastage. This enables the OIC to operate as a viable and efficient business and meet Department of Environment, Water and Catchment Protection license conditions.

To do this effectively we need our customers to tell us how much water they want and when, well before they plan to irrigate. Our Watermen will collate all the requests to arrange delivery of the water on time. They will then operate the system to endeavour to deliver the water as scheduled.

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THE SERVICE WE PROVIDE FOR YOU

1. The Irrigation Season

The Ord Irrigation Co-operative Ltd irrigation season runs from January 1 through to December 31. 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.

When the demand for water falls below the level required for the economic operation of the system, and with the expectation that demand will not increase again for a period of time, we will drain the channels for maintenance and control of weeds. We usually top up the M1 channel and the Packsaddle channel every 7 – 14 days for stock and domestic use (irrigation water is non-potable). However we recommend that customers should have adequate storage in place to minimise any water supply problems.

2. Service Delivery

We endeavour to supply irrigation water that is safe for the irrigation of crops and livestock. The water is non-potable and, due to the nature of the irrigation channels, we do not guarantee the quality of water delivered on farm. We work with the Water Corporation, who own and operate the dam from which the irrigation water is released, to supply water to the main offtakes. We endeavour to provide water to our customer that is below the Total Dissolved Solids level of 500mg/L.

We aim to supply our customers with their irrigation water order within a period of 4 hours on the day requested. It is our practice to shut the water off within half an hour of the agreed time. All customer requests should be made in megalitres stating the duration for each individual irrigation.

In order to maximise efficient use of water, and to utilise the capacity of the system, we schedule water within a 12-hour period and aim to deliver the water within half an hour of the *scheduled* time. We endeavour to supply a consistent flow rate for the entire period of supply.

Our Watermen operate all Detheridge wheel supply points on the open channels at the start and finish of each watering. If the Waterman agrees **you can start, adjust and turn off your irrigation flows**. Growers need to communicate with their waterman at all times.

Human error may occur from time to time. It is the responsibilities of farmers to check that their requests for service, shut offs and starts are carried out. OIC is not liable for failure to provide the service nor if shut off and starts fail to occur as requested.

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We aim to provide an efficient and user friendly system for placing orders.

- *Watering requests will be accepted prior to 0900hrs, one days before your supply. (24 hours notice)*
- *Increases of supply will be accepted 24 hours prior to requested time.*

In the future we intend to introduce an automated telephone ordering system that allows our customers to place orders directly into an irrigation management system program. In the event of a system malfunction a facsimile machine will support this system.

We advise our customers when their order is scheduled for delivery by either fax, computerised ordering system or by telephone. This is usually done prior to 1300hrs on the day before delivery. Once the telephone ordering system is established, customers can confirm orders using the same ordering system.

3. Asset Management

The Ord Irrigation Asset Mutual Co-operative (OIAMC) is the owner of the Irrigation Assets and raises member contributions to cover asset maintenance and renewal. The OIAMC and the OIC have a legally binding service agreement. Amongst other things the agreement licences the OIC to use the Irrigation Assets of the OIAMC to deliver the irrigation service to members. OIAMC currently contracts OIC to undertake asset maintenance and renewal works.

OIAMC has requested that the OIC advise its members with information relating to OIAMC.

The OIC's irrigation service is designed to deliver water 24 hours a day. However the OIC may interrupt, postpone or limit its irrigation service to customers if:

- Any part of the works 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;
- An event occurs beyond the organisation's control, including acts by others, sabotage, flood, earthquake, power or industrial action.

We will endeavour to prevent disruptions to the supply channels. Where disruptions are unavoidable we try to limit them to a maximum of seven days. *The OIC is not liable for interruptions, postponements or limitations to supply.* Emergency changes to channel water supply may also occur without notice.

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.

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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. The channel systems Jeep tracks owned by the OIAMC can be used in the dry season by members. Please drive slowly as dust can affect crops and make driving hazardous.

If any asset of the OIAMC or the OIC is broken or damaged, landowners will be asked to repair/replace the asset or reimburse the OIAMC or the OIC for all costs incurred.

Aquatic weeds and algae in the channel systems are currently controlled by periodic injections of Acrolien Magnacide. This chemical is registered for use in irrigation channels whilst supplying water for crops. We provide notification in writing at the start of any irrigation season of when injections may be required for that season. From 1st May onwards we will not provide irrigation services as Acrolien is being injected. For the months March and April (the high demand months) we will inject Acrolien whilst the channels are running to demand. We will notify customers one week prior to an injection and the system will be shut down to a maintenance flow for economical and effective treatments. We will schedule Acrolien injections for the first Tuesday of each month when treatments are required.

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 staffs take care not to pollute the water or damage your crops.

We will 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 onto our customers' properties, we are not always able to advise entry onto your land for routine maintenance and operational matters.

There will be some periods during the season, when demand is low, when we decide to shut down the system for capital works. This disruption of supply is necessary for the ongoing maintenance of our infrastructure as we aim to keep delivering you a reliable supply.

We will advise all affected customers in writing, 14 days before a planned disruption to the supply on an individual channel. The advice will outline the reason for the disruption and the expected duration of the disruption.

We investigate all instances where supply points or meters appear to have been tampered with and we may withhold supply while the cause is investigated. When, in our opinion, water theft has occurred, we estimate the quantity stolen and charge the member accordingly.

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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 the member based on our estimate.

We will endeavor to repair or replace any meter found to be faulty before commencement of the next watering period.

Both OIC and 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.

Member requests for additional irrigation structures must be submitted to the Board of the OIAMC 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 the 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 cost of the structures. The customer shall be advised that in times of high demand that the extra requested structures may be shutdown if operating to allow the delivery of the designed allocation flows.

4. Customer Billing

The OIC sets the price for its irrigation services taking into account the need to ensure the long term financial viability of the business. OIC also sets the volumetric irrigation water charge in June preceding the financial year end.

Customers will be sent monthly accounts. Accounts are treated as delivered from the date of mailing.

Each customer account will consist of:

- Fixed Service Charge - to cover the fixed costs of operating the business (per hectare rating) together with a;
- Volumetric Charge - to cover variable costs of operating the business (per megalitre rating).

The OIAMC have advised that they will issue:

- An Asset Levy Charge mailed under separate cover - to account for the costs of asset replacement/refurbishment per hectare rating as determined by the OIAMC.

All accounts issued by either OIAMC or OIC will contain the following information:

- Identification details for the property;
- the services the account is for;
- the level of water usage;

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- Details on how to making account payments

In the future a Special Charge may be introduced for extra services. This charge may include:

- Non scheduled cut offs with drainage outfall implications;
- Short notice requests;
- Any penalties due to continual call outs by individuals.

Non payment of accounts will be dealt with through the Board's Debtors Policy that reflects the Articles of Association of the OIC and the OIAMC. Payments later than 60 days will be charged interest. Under and overpayments of accounts will be adjusted on the following months invoice.

5. Customer Contact

We will keep our customers fully informed. In particular we will publish details of rates and charges in a letter attached to the new financial year's invoices. Where possible the OIC and the OIAMC will inform all growers through letters and the Annual General Meeting of long term pricing arrangements.

The OIC publishes Newsletters every six months and usually holds three growers meetings in an irrigation season to provide basic information and to address customer's needs.

We will respond to faults within the irrigation system within two working days. If the CEO or the Operations Manager decide the fault is urgent they have the authority to respond in two hours regardless of the magnitude of the fault. The initial response may be made by telephone or by a personal visit by an OIC employee.

We will reply to all written correspondence within five 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.

We maintain an efficient and effective process for receiving, recording and resolving customer complaints. We aim to respond to customer complaints within two working days unless the fault is deemed urgent by the CEO, in which case we will, where possible contact, you immediately by phone to discuss the matter. Where possible we aim to resolve complaints within 21 working days.

If you are not satisfied with a solution offered or action taken on a complaint, you may seek referral to the OIC's CEO, who will investigate the complaint, assess the appropriateness of the OIC's response and either confirm or amend the OIC's proposed solution or action.

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If the matter has not been resolved to your satisfaction within 21 days, you may refer the matter to the Department of Water at the following address:

The Atrium, 168 St George Terrace

Perth WA 6000

Phone Number: 08 63647600

Fax number: 08 63646520

Web address: www.water.gov.au

Email address: info@environment.wa.gov.au

The Department of Water will seek a detailed explanation of the nature of the complaint, the solutions actions offered by the utility and the reasons why these are not acceptable to you. The Department of Water will respond with its opinion on the matter and suggest a solution to the parties involved.

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. You may elect to bypass the arbitration process and take legal action to resolve the matter.

We carry out regular surveys seeking customer input or opinions on general or specific aspects of OIC's service delivery. Regular staff meetings are held and are also used to discuss customer needs.

WHAT WE ASK IN RETURN

Service Delivery

To assist us to provide you with our services in the most effective and efficient manner we ask that you do the following:

- Advise Ord Irrigation Co-operative Ltd of any service faults or difficulties on 08) 91683300
- Communicate regularly with your Waterman to help ensure efficient water distribution in your area
- Do not tamper with gates to alter your flow of water. The irrigation system is not a tap and altering your flows will affect someone else's flows. Any required changes should be discussed with the Waterman. Wheel tampering could lead to your gates being locked down.
- Ensure you have sufficient storage for a fourteen day shutdown.

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- Give as much notice as possible for all requests, cutoffs and alterations. 24 hours notice is required for all requests. You can assist minimise labour costs by keeping your requests and alterations within the hours of **0600hrs and 1800hrs**.
- Keep us informed of your irrigation plans and crop types. In the future our computerised telephone system will provide an easy one touch prompt for this.
- Use best watering practice to keep water wastage to a minimum. This will assist in groundwater management and reduce the siltation of drains.

Contact Details

The OIC watermen staff are on call 24 hours per day.

Watermen
S3,S4,S5,S7,S8 Packsaddle,S1,S2
0417960834 0417968497

Operations Manager
0408683304

Environmental Officer
0438683301

Office
08) 91683300

Office Fax
08) 91683100

E-mail

info@ordirrigation.com.au

PO Box 573
Kununurra WA 6743

Asset Management

To assist the OIAMC to manage the irrigation assets in the most effective and efficient manner we ask that you do the following:

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- Keep us informed of any maintenance, changes or improvements that you feel we could do to improve the operation of the system.
- If spraying your farm, using chemicals approved by the OIC, please feel free to carry out spraying in OIAMC's channels and drains. If members are carrying out spraying please record the areas sprayed and the amount of chemical used. We will reimburse you for any chemical used.
- Accurately gauge your water requirements with a view to reduce tail drain flows so loss of topsoil and the rate of the drain siltation will be slowed. On farm silt traps, correct drainage outlet levels and well-designed land levels will help significantly to lower drainage maintenance costs. Growers clearly abusing the drainage service can be charged for the corrective maintenance under the Rights in Water Irrigation Act.

Customer Billing

To assist us conduct our billing process in the most effective and efficient manner we ask that you do the following:

- Pay the invoices by the due date. Payments can be made by cheque or electronically into nominated Bank Accounts shown on the invoice.
- Let us know if you are having difficulty in paying amounts charged
- Let us know of changes in ownership, lessees, and changes in C class shares, addresses and addressees.

Water Trading

As it is the rule of the OIC to monitor and regulate water trading from a Water Trading Book, please let the OIC know your intentions, and the amounts you wish to trade, when trading water. Once a trade is completed, please let us know how much was sold and to whom it was sold.

Limitation or Withdrawal of Services

The Ord Irrigation Co-operative Ltd may discontinue its irrigation services if:

- You do not comply with the terms and conditions of this Charter;
- There is a public health, environmental or safety risk to the OIC from a connection.
- You do not pay, or meet and make arrangements to pay, overdue charges for the services.

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If your service has been withdrawn the OIC shall reinstate the service on compliance with the terms and conditions of this charter.

Liability

The OIC is liable for any loss or damage that you may suffer as a result of:

- a breach of this Charter by the OIC, its servants or contractors; and
- a negligent act or omission by the OIC, its servants, contractors or agents;
- the failure to meet standards prescribed by its Operating License or regulations (if any).

The OIC's liability is limited by section 35 of the Water Services Licensing Act 1995 which allows the OIC to interrupt, suspend or restrict the provision of an irrigation service if, in the OIC's opinion it is necessary to do so because of an accident, emergency potential danger or other unavoidable cause. The OIC is not liable for any loss or damage that arises from any such interruption, suspension or restriction unless the customer has an agreement with the OIC which expressly states that the OIC is, to the extent that the agreement states, liable in those circumstances.

The OIC's liability under breach of Charter is limited to the rights of compensation and redress set out in this Charter. The OIC's liability for failure to meet prescribed standards is limited to the amount prescribed as a penalty in its Operating License or regulations.