

# Shire of Denmark



## Customer Service Charter for Water Supply Services

June 2012

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# 1.0 Introduction

## 1.1 The role of this charter

In accordance with the Operating Licence issued under the Water Services Licensing Act 1995 by the Economic Regulation Authority (ERA) to the Shire of Denmark, this Charter sets out the broad philosophy of the Shire of Denmark in supplying non potable water to the town of Peaceful Bay.

The Charter informs you, the customers of the Shire of Denmark, of your rights in accordance with the provisions of the licence, including service interruptions, levels of service and complaints procedures. If you would like a copy of the operating licence please contact the Shire of Denmark (refer section 1.7 for contact details) or the Economic Regulation Authority Phone Number: (08) 6557 7900.

The Shire of Denmark may vary this Charter by agreement with the ERA and it will be terminated if the Shire of Denmark's licence is terminated. This charter is effective from November 2008.

## 1.2 Our commitment to service

The Shire of Denmark will provide its water supply services in a manner, that is fair, courteous and, timely and has a focus on consultation with our customers, respecting your rights, and meeting your reasonable expectations.

## 1.3 Customer Service Charter availability

The Shire of Denmark will make the Customer Service Charter available to its Customers in the following ways:

- (i) by prominently displaying it in those parts of the Licensee's offices to which Customers regularly have access;
- (ii) by providing a copy, upon request, and at no charge, to a Customer; and
- (iii) by advising Customers of the availability of the Customer Service Charter on an annual basis.
- (iv) by posting the Customer Service Charter on Council's website.

## 1.4 Services we provide

The Shire of Denmark will use its best endeavours to provide a non potable water service to each customer's property connected to The Shire of Denmark's water reticulation system. In addition, the Shire of Denmark may provide other services on terms agreed upon between the customer and the Shire of Denmark.

## 1.5 Water Quality

The water that is supplied through the Peaceful Bay water supply network is non-potable, is not subject to routine monitoring and therefore the water quality cannot be guaranteed.

## 1.6 Water Efficiency Measures

The Shire of Denmark will implement 2 day a week water efficiency measures on all properties that are connected to the non potable water supply. These measures will be in line with current Water Wise water efficiency schedule (attached) and will include 2 day a week sprinkler usage based on the last digit of a properties lot number and day time sprinkler bans during summer.

## 1.7 Emergency Management

The non potable water supply is an essential part of the Peaceful Bay community's fire prevention plans. As part of these plans several fire fighting water storage tanks have been installed in leasehold area. These tanks have been connected to supply and in the event of a significant fire in the Peaceful Bay leasehold area residents may be asked by either the Shire of Denmark or the Peaceful Bay Volunteer Bush Fire Brigade to minimise their water usage.

## 1.8 How to contact us

Contact officers: Principal Environmental Health Officer  
Office hours: Monday - Friday 9.00am – 4.00pm  
Postal address: PO Box 183 Denmark WA 6333  
Telephone number: 9848 0300  
Facsimile number: 9848 1985  
E-mail address: [equiries@denmark.wa.gov.au](mailto:equiries@denmark.wa.gov.au)

## 1.9 Emergency assistance

The Shire of Denmark maintains a 24-hour emergency contact service for emergency events. **The emergency customer service telephone numbers are as follows:**

- **Gregg Harwood, Director of Community Regulatory Services** 0418 732197
- **Robert Ohle, Principal Environmental Health Officer** 0419 949 733
- **Barry Moore, Manager of Works and Services** 0427 490 012
- **David Atkin, Works Supervisor** 0407 448 679
- **Dick Dimmock, Senior Ranger** 0429 482 244
- **Mark Halse, Ranger** 0488 909 650

## 2.0 Your Basic Rights

### 2.1 Your rights to water services

Subject to the Water Acts<sup>1</sup>, the Shire of Denmark will provide a service of non potable water supply under the terms set out in this Charter and the Operating Licence.

### 2.2 Your rights to consultation and information

The Shire of Denmark is committed to involving its customers in issues relating to its programs and services. Community involvement in the Shire of Denmark's service planning and decision making processes will be sought through forums such as focus groups, customer surveys and displays at local functions. The Shire of Denmark will use local media bulletins to advise customers of any system change that may result in a significant variation in its service levels.

The Shire of Denmark will publish, and make available at its premises, information on matters relating to its water services and on other aspects such as charging and complaints handling. Information regarding these matters can be obtained from the Shire of Denmark's business office.

The Shire of Denmark's representatives will provide identification, their name and section when engaged in business discussions with customers.

### 2.3 Your rights to assistance, redress and compensation

If the Shire of Denmark's activities have caused damage to your property or disruption to you, the Shire of Denmark will deal with the matter in a fair and business-like manner, whether or not a complaint is received. The Shire of Denmark may rectify damage and, as necessary and reasonable, compensate you subject to the Water Acts.

### 2.4 Charges and accounts

The Shire of Denmark's non-potable water service charges are included in Peaceful Bay property lease fees. There are no separate charges or accounts for the non-potable water service. A lessee is responsible for payment of fees set by the Shire of Denmark as applicable to the property.

### 2.5 Connection to our services

No further connections are available to the Peaceful Bay water supply scheme.

### 2.6 Disconnection

Non potable water is permanently supplied to all leasehold properties in Peaceful Bay. Regardless of the connection status, all customers pay for the water service through the lease fees. Customers can voluntarily disconnect from the scheme, at their own expense, if required.

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<sup>1</sup> Water Boards Act (1904), Metropolitan Water Supply, Sewerage and Drainage Act (1909), Water Agencies (Powers) Act (1984) and Water Services Coordination Act 1995.

## **2.7 Enquiries, suggestions, complaints and disputes**

The Shire of Denmark values your enquiries and suggestions on ways that it can improve its services. If you have an enquiry or suggestion you can contact the Shire of Denmark during business hours (refer section 1.7 for contact details). You will receive prompt, courteous and helpful replies and will be told who is handling your enquiry.

Telephone calls to the emergency numbers will be answered promptly and advice of action to be taken and timing given within one hour of your call. Phone calls to emergency numbers will be actioned by the person taking the call and callers will not be directed to call other phone numbers. General written correspondence will be replied to as soon as possible and within 5 business days. Over the counter and telephone enquiries will be responded to within 24 hours.

When you lodge a complaint (either in writing or verbally), the Shire of Denmark will address the issue in a timely and efficient manner. A representative of the Shire of Denmark will respond in person within 2 business days of a complaint being lodged. Where this response advises the need for further assessment you will receive a written reply within 5 business days.

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

Pursuant to its licence, the Shire of Denmark must resolve complaints within 15 business days.

If the matter has not been resolved to your satisfaction by the Shire of Denmark within 15 days, you may refer the matter to the Department of Water at the following address:

Customer Services Officer  
The Department of Water  
Water Industry Support Branch  
PO Box K822  
Perth WA 6842

Email: [WISBcomplaints@water.wa.gov.au](mailto:WISBcomplaints@water.wa.gov.au)  
Web Address: [www.water.wa.gov.au](http://www.water.wa.gov.au)

If you remain dissatisfied with the outcome, you may submit the matter to arbitration by an 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.

## **2.8 Requests for Information Received From Government Agencies**

The Shire of Denmark will promptly reply to requests from Government agencies for information regarding both the capacity and operation of the supply and will also promptly respond to request from these agencies for information in regards to complaints that have been made about the supply or Council's operation of it.

## 3.0 Our Powers

### 3.1 Entry to your property

The circumstances in which the Shire of Denmark's representatives may enter your property to carry out investigations and/or work on the Shire of Denmark's water system are set out in the Water Acts. Except in cases of emergency, any such entry will normally occur during business hours. For planned work within a property, the Shire of Denmark will advise the occupier in advance. In cases of emergency, the occupier (if present) will be informed of the repairs to be undertaken and the anticipated length of time for the work.

### 3.2 Rectifying defective work

If the Shire of Denmark becomes aware of the presence of any defective or improper work forming part of your water pipes and fittings, which may impair the effective operation of the Shire of Denmark's system, it may serve a notice requiring you to fix any such defect or improper work within a specified time.

If the terms of the notice are not followed, the Shire of Denmark may enter a customer's property to remedy the defective or improper work. This action, if taken, will be in accordance with the relevant Acts and the full cost of any remedial work will be charged to the customer.

### 3.3 Service interruptions

The Shire of Denmark's water supply service is designed to be available 24 hours per day. The Shire of Denmark may interrupt, postpone or limit its non potable water services to customers if:

- Any part of works is damaged, for example, by bursting, blockages or breakdowns;
- It is necessary to inspect, maintain, repair or replace any parts of works;
- It is required for connection of new works or services;
- Where significant volumes of water are likely to be required for fighting bush fires.
- An event occurs beyond the Shire of Denmark's control, including acts by others, sabotage, flood, earthquakes, power or water shortage or industrial action.

Except in emergencies, the Shire of Denmark will give specific notice to customers of its intention to interrupt, postpone or limit the supply of services. Unless interruptions are limited to a few minutes, domestic customers will be given at least 24 hours notice.

### 3.4 Maintenance

Prior to undertaking building or construction activity on land that is connected or capable of being connected, it is a requirement that you gain the Shire of Denmark's approval. In the first instance, you should contact the Shire of Denmark's office. Unauthorised property improvements that interfere with the Shire of Denmark's assets may be required to be removed at your cost.

You are responsible for all plumbing, pipes and fixtures on or serving your property to the point where pipes connect to the Shire of Denmark's connection.

### **3.5 Limitation or withdrawal of services**

The Shire of Denmark may restrict water flow or may discontinue its services to you if:

- you do not comply with the terms and conditions of this Charter;
- there is a public health, environmental or safety risk to the Shire of Denmark's services from a customer's service connection (eg back flow).

If there is a health or safety risk the Shire of Denmark will discontinue service immediately. In all other cases, the Shire of Denmark will provide 48 hours notice in writing of its intention to refuse, alter, or restrict supply.

The Shire of Denmark will reinstate its supply of services at your request and on compliance with the terms and conditions of this Charter.

### **3.8 Liability**

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

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

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

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