

Iron Ore (WA) Core Services - 2016 WSOL HI (33) Post Audit Implementation Plan

Report / audit:

2016 Water

Date: Oct-16

Auditor:

Cardno

AUDIT ID: HSE-23361

Regulatory Body:

ERA

Purpose: To record transparent evidence that document the actions undertaken in response to audit findings.

Manual Reference	Legislative Obligation	cl.	Recommendation	Action	Comment	Responsible	Time frame
	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 21(1)	In the 2013/14 Compliance Report, Hamersley Iron reported a non-compliance against the obligation as the Centrepay option was not offered at this time. None of Hamersley Iron's customers could select Centrepay as a payment method. Hamersley Iron did not hold a Centrepay account during the year. The 2013/14 Compliance Report informed the ERA that legal advice had been requested and the issue was still under review at the time that the report was submitted, with any actions to be completed depending on the legal review. As one of the payment options was not available to customers during part of the audit period, this obligation has been rated as non-compliant. This issue has now been resolved. Data related to the emergency response target was previously recorded by the Customer Service Team based on ensuring that the customer was advised of what would occur within one hour. The information was not recorded in RTTWS or the outage database that the licensee maintains.	The internal review conducted by Hamersley Iron resulted in the Centrepay option being offered to customers. Customers are informed of the option on their bills.	No further action required	n/a	n/a
A1/2016	Water Services Licensing Act 1995	Section 38(2)	As such, Hamersley Iron did not record the time to respond to the customer in the event of an emergency response and it is not possible, for the period within the audit period that this obligation was in place, to confirm, or otherwise, that 90% of customers within 1 hour of reporting an emergency, were advised of the nature and timing of the action to be undertaken by Hamersley Iron. Whilst the ERA cannot confirm whether this performance standard was met, it is considered that a failure to demonstrate compliance is not sufficient reason to rate this as a non-compliance. As this obligation is no longer in place, there is no recommendation for the licensee to rectify the issue.	As this obligation is no longer in place, there is no recommendation for the licensee to rectify the issue.	No further action required	n/a	n/a
A2/2016	Water Services Licensing Act 1995	Clause 8	Although this obligation has been made obsolete with the introduction of the Water Services Act 2012, it was noted that the Customer Charter that has been retained by Hamersley Iron and is dated December 2011. The Customer Charter informs customers that "Rio Tinto provides customer information and consultation by two methods: by conducting annual surveys and by the publication of magazines and newsletters. We will publish and make available at our premises information on matters relating to our water and waste water supply services and on other aspects such as complaints handling. Rio Tinto company representatives will provide their name and section in business discussions with customers". It is recommended that Hamersley Iron reviews this information at the next review of its Customer Charter in order to decide whether the text is still relevant or needs to be revised or removed.	Review of the Customer Charter. After review the Customer Charter may be revised or removed		Gia McCartney, Commercial	31-Dec-16
A3/2016	Water Services Act 2012	Clause 5.1	Hamersley Iron has not complied with all applicable legislation. A number of non-compliances with applicable legislation were identified as follows: - Section 27 – Requirements for Licensees (Obligation 11) - Section 29 – Duties of the Licensee (Obligation 12) Refer to the relevant recommendations included in this table.	Implement changes within this table to effect all recommendations		Shane Batch, Risk and Compliance	31-Dec-17
A4/2016	Water Services Act 2012	Clause 5.3	The licensee must comply with any code of conduct made by the Authority to the extent it applies to the licensee and is not inconsistent with the terms and conditions of the licence. Licensee has not complied with all of the obligations of the Water Services Code of Conduct (Customer Service Standards) 2013	To be addressed the recommendations A5/2016 to A9/2016		Shane Batch, Risk and Compliance	31-Dec-17

A5/2016	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 12(3)	<p>It was observed that the bill does not state that it can be reviewed in accordance with the licensee's review procedure mentioned in clause 18 (Clause 12(3)(e)). This information is available in the Bill Review Policy that is readily available to be viewed or downloaded from Rio Tinto's (Hamersley Iron's) website.</p> <p>It is recommended that Hamersley Iron updates its bill templates to inform customers that the bill can be reviewed in accordance with Hamersley Iron's review procedure.</p> <p>The information provided by Hamersley Iron does not set out the costs and benefits to the customer if the use the complaint resolution procedure or instead of the procedures under the Act.</p> <p>In addition, Hamersley Iron's procedure does not provide any information related to the provision for customer to appeals from, or the review of decisions using the procedures under the Water Services Act 2012, including applications to the State Administrative Tribunal for the review of such decisions.</p>	<p>Bill templates to be updated to inform customers that the bill can be reviewed in accordance with the licensee's review procedure</p>	Gia McCartney, Commercial	31-Dec-16
A6/2016	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 35(4)	<p>It is recommended that Hamersley Iron reviews the information provided in the Complaints and Dispute Resolution Policy, the Customer Complaints Resolution Guideline and the Financial Hardship and Payment Difficulty Policy to provide details of the costs and benefits to the customer if the use the complaint resolution procedure or instead of the procedures under the Act.</p> <p>It is also recommended that Hamersley Iron also include information related to the customer's ability to make an application for an appeal or apply for a review of the decision that gave rise to the complaint to the State Administrative Tribunal.</p> <p>The information provided by Hamersley Iron does not set out the costs and benefits to the customer if the use the complaint resolution procedure or instead of the procedures under the Act.</p>	<p>Review of the information provided in the:</p> <ul style="list-style-type: none"> - Complaints and Dispute Resolution Policy; - the Customer Complaints Resolution Guideline; and - Financial Hardship and Payment Difficulty Policy. <p>In order to provide details of the costs and benefits to the customer if the use the complaint resolution procedure or instead of the procedures under the Act.</p> <p>Also include information related to the customer's ability to make an application for an appeal or apply for a review of the decision that gave rise to the complaint to the State Administrative Tribunal</p>	Shane Batch, Risk and Compliance	30-Jun-17
A7/2016	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 35(4)	<p>Hamersley Iron has retained its customer charter and makes it readily available to its customers via its website. The current version of the Customer Charter is dated December 2014. As it has not been updated since the introduction of the Water Services Act 2012, the option to refer the disputed complaint to the Department of Water is still communicated to customers.</p> <p>It is recommended that Hamersley Iron updates the Charter to remove the references to the Department of Water and replace them with the appropriate information for referring complaints to the Energy and Water Ombudsman.</p>	<p>The Customer Charter to be updated to remove the references to the Department of Water and replace them with the appropriate information for referring complaints to the Energy and Water Ombudsman, should the Customer Charter remain (see action A2/2016)</p>	Gia McCartney, Commercial	31-Dec-16
A8/2016	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 37(1)	<p>The Conditions of Connections section of Hamersley Iron's Customer Charter sets out the licensee's powers in relation to entry of property. It is also set out in the Interruption to Supply section of the Standard Connections for Water, Sewerage and Electricity Supply document.</p> <p>However, neither of these documents, nor the Invoicing and Meter Reading Policy, clearly informs customers with regard to the power of a person authorised under section 129 to enter a place without consent, notice or warrant to read a meter connected to the licensee's water service works.</p> <p>It is recommended that Hamersley Iron adds appropriate text to at least one of these documents.</p>	<p>The Standard Connections for Water, Sewerage and Electricity Supply needs to be updated to include information with regard to the power of a person authorised under section 129 to enter a place without consent, notice or warrant to read a meter connected to the licensee's water service works.</p>	Shane Batch, Risk and Compliance	30-Jun-17
A9/2016	Water Services Code of Conduct (Customer Service Standards) 2013	Clause 37(1)	<p>Although reduced services and disconnections are set out in the Financial Hardship and Payment Difficulty Policy, the information provided does not specify that the supply of water cannot be cut off to an occupied dwelling unless the occupier agrees to it. The Policy does inform customers that "It is our general policy to only reduce or disconnect services in health or safety emergencies. Will generally avoid this approach for the non-payment of bills."</p> <p>Although Hamersley Iron does not cut off the water supply to its customers, it is recommended that Hamersley Iron updates its the Financial Hardship and Payment Difficulty Policy to inform customers of the requirements of 37(1)(i) of the Code</p>	<p>Financial Hardship and Payment Difficulty Policy to be updated to reflect suggested changes</p>	Shane Batch, Risk and Compliance	30-Jun-17

A10/2016	Water Services Act 2012	Section 12, Licence Clause 5.3	<p>The licensee must comply with the code of conduct that may be made by the Authority to the extent to which it applies to the licensee and is not inconsistent with the licence. Hamersley Iron has not complied with all of the obligations of the Water Services Code of Conduct (Customer Service Standards) 2013.</p> <p>Refer to the relevant recommendations included in this table.</p> <p>The licensee must comply with the duties imposed on it by the Act in relation to its licence and must carry out its operations in respect of the licence in accordance with the Act.</p>	Refer to A3/2016	Shane Balch, Risk and Compliance	31-Dec-17
A11/2016	Water Services Act 2012	Licence Clause 26	<p>The licensee must comply with the duties imposed on it by the Act in relation to its licence and must carry out its operations in respect of the licence in accordance with the Act meet all Code requirements</p> <p>Refer to the relevant recommendations included in this table.</p>	Refer to A3/2016	Shane Balch, Risk and Compliance	31-Dec-17

Iron Ore (WA) Core Services - 2016 WSOL HI (33) Post Review Implementation Plan

Report / audit: 2016 Water Services Operating Licence

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Regulatory Body: ERA

Purpose: To record transparent evidence that document the actions undertaken in response to review findings.

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R1/2016	<i>Environmental Analysis - Compliance with statutory and regulatory requirements</i>	The treated effluent from Hamersley Iron's Dampier treatment facility is disinfected by chlorination, stored on-site and then used to irrigate the town's sports ovals (Hampton Oval and Dampier Oval) at night. While Hampton Oval is freehold land that is owned by Hamersley Iron, Dampier Oval (also known as Windy Ridge Oval) is a Shire-owned reserve. Under the two operating licences that were in place during the review period, Version 6 and Version 7, Hamersley Iron was not authorised under the licence to provide non-potable water. It is recommended that Hamersley Iron discusses an application for an amendment to its operating licence with the ERA to allow for the provision of a non-potable water service to the Shire-owned Dampier Oval that it currently supplies.	Hamersley Iron will apply for an exemption to allow for the provision of a non-potable water service in Dampier in order to use treated effluent for irrigation on Dampier Oval.		Shane Batch, Risk and Compliance	31-Dec-17