

Preston Valley Irrigation Co-operative Ltd

Customer Service Charter

For

Preston Valley Irrigation Scheme

2010

Note: This Charter Is To Be Read In Conjunction  
With The Bylaws  
Revised 23-11-2010

# EMERGENCY CONTACT INFORMATION

*In the event of an Emergency in the Preston River*

Please contact the following Personnel:-

1. Director CEO – Mr James Fernley, 0427 808 030
2. Waterman – Mr Terry Kirkpatrick, 0438 943 189
3. Donnybrook Police Dept. 9731 1126 or 131444

## CONTENTS:

<b><i>INTRODUCING THE CUSTOMER CHARTER FOR IRRIGATORS.....</i></b>	<b><i>4</i></b>
<b><i>SERVICES WE PROVIDE TO OUR CUSTOMERS.....</i></b>	<b><i>5</i></b>
1. OPENING AND CLOSING THE IRRIGATION SEASON .....	5
2. SERVICE DELIVERY.....	5
3. ASSET MANAGEMENT.....	6
4. CUSTOMER BILLING .....	7
5. CUSTOMER CONTACT.....	8
<b><i>THE CUSTOMERS' OBLIGATIONS TO PRESTON VALLEY IRRIGATION CO-OPERATIVE LIMITED.....</i></b>	<b><i>9</i></b>
6. SERVICE DELIVERY.....	9
7. ASSET MANAGEMENT.....	10
8. CUSTOMER BILLING .....	10
<b><i>MISCELLANEOUS.....</i></b>	<b><i>10</i></b>
9. THE CO-OPERATIVE'S RIGHT TO WITHDRAW SERVICES.....	10
10. LIMITATION OF CO-OPERATIVE'S LIABILITY .....	11
11. CHARTER ADMINISTRATION .....	11

## **INTRODUCING THE CUSTOMER CHARTER FOR IRRIGATORS**

The Preston Valley Irrigation Co-operative Ltd was formed in 1998 and purchased the irrigation distribution system from the Water Corporation on 1<sup>st</sup> July 1998.

### ***Our Mission, Vision and Values***

*Preston Valley Irrigation Co-operative Limited is an irrigator owned and managed water company with the key functions being to distribute water, ensure sustainable environmental management and optimise scheme expansion opportunities for the benefit of its members.*

*Our vision is for the Preston Valley to develop into a horticultural haven in the South West of the State capitalising on diverse local and export markets.*

*Our values are equity, honesty, reliability, good management and genuine care for the environment. We shall strive to build a local water business, which has the ability to respond to our farming needs.*

This Customer charter details the rights available to you as a commercially entitled shareholder and/or domestic irrigator of the Co-operative and in turn your obligations as the recipient of the service provided.

Any persons requiring water from the Preston River must apply in writing to the Chairman, outlining the purpose for and amount of water required in any one irrigation season

If you are in any doubt as to the meaning of anything stated in this document please contact:

The Secretary  
Preston Valley Irrigation Co-operative Ltd  
PO Box 267 Donnybrook WA 6239  
Phone 08 9731 0152  
Fax 08 9731 0154  
Email [pvic@westnet.com.au](mailto:pvic@westnet.com.au)

## **SERVICES WE PROVIDE TO OUR CUSTOMERS**

### **1. OPENING AND CLOSING THE IRRIGATION SEASON**

- 1.1 We will notify our customers of the opening of the season not less than five (5) days prior to commencement of the season via mail and notices published in the local newspapers.
- 1.2 Notification of the closing of the season will be mailed and published in local newspapers not less than five (5) days prior to the planned date of closure.
- 1.3 The Board of Management, following consultation with irrigators regarding watering needs and observation of the Preston River flow, will determine the appropriate opening and closing dates each season.

### **2. SERVICE DELIVERY**

- 2.1 We will supply water for the irrigation of pasture and crops and for the watering of stock and gardens by way of releases from the Glen Mervyn Dam. These releases will be made under agreements between the Co-operative and the Water Corporation.
- 2.2 The supply of water by the Co-operative is for irrigation purposes only and is not for human consumption or application. It shall not be considered to be free from noxious germs or other matter dangerous or injurious to health.
- 2.3 We will make every endeavour to supply water that is of suitable quality for the purposes stated above and in accordance with the licences issued to the Co-operative by the Economic Regulation Authority and the Department of Water. We will as per our licence agreement endeavour to supply water that is less than 1200mg/litre of Total Dissolved Solids.
- 2.4 We will supply our customers with irrigation water as per requested within a period of up to two days prior to or no more than three days after the required date. We will always endeavour to supply water on the day required, however due to the need to maintain efficiency of the scheme the supply within this time frame may not be able to be met.
- 2.5 It is important for irrigators to contact the Waterman with planned irrigation requirements within a suitable time frame.
- 2.6 We will allow at our discretion the transfer of water entitlements between properties owned by different owners, subject to the completion of the Temporary Transfer of Water Entitlement form by both parties. Both parties must be legitimate water entitlement holders.
- 2.7 We will allow irrigators with more than two current entitlements to amalgamate their separate allocations to one delivery point.
- 2.8 The Co-operative will only supply water to those holding a legitimate entitlement granted by the Co-operative.

- 2.9 The Co-operative shall have the right to withhold supply in the event that the irrigator defaults in the observance of all or any of the terms of this charter, the by-laws and any agreements reached as part of the Co-operative Articles and to continue to withhold supply until such time as any default or non compliance is rectified.
- 2.10 The Co-operative shall not be bound to supply water other than in accordance with the procedures from time to time determined by the Co-operative PROVIDED ALWAYS that no alteration to procedures shall be introduced without reasonable prior notice to the Irrigator.
- 2.11 Water allocations shall attract an Annual Fixed Water Rate Charge. If at the end of the season the total water allocations are down due to seasonal conditions, an agreed reduction is to be made at a meeting of the Board of Directors before 30<sup>th</sup> November of the same year, at the discretion of the Board.
- 2.12 Commercial irrigators receive an entitlement to a proportion of the water held at the beginning of the season in the Glen Mervyn dam. This portion is equivalent to 1 times one 18 hundredth of the water at the beginning of the season per megalitre of entitlement.

For example, if your entitlement is 5 megalitres of water for the season, your allocation will be 5 times one 18 hundredth of the water total at the beginning of the season. That is, the dam holds 1800 megalitres (full); the seasonal allocation will be  $5 \times 1800/1800$  which equals 5 megalitres. If the dam only holds 800 megalitres the seasonal allocation will be  $5 \times 800/1800$  which equals 2.2 megalitres

### **3. ASSET MANAGEMENT**

- 3.1 We will maintain the scheme in a cost effective manner to enable efficient and effective distribution of water to customers' supply points.
- 3.2 The Co-operative standard of supply is to have water available for release 24 hours a day seven days per week.
- 3.3 We will respect assets and operations of our customers' properties and "leave as found" all gates and fences on private properties.
- 3.4 We will provide written notice of entry at least 14 days in advance when it is necessary to enter onto private land for planned major construction works. However, because of the nature of irrigation operations and the frequent need to enter onto our customers' properties, we are not always able to advise of entry onto your land for routine operations and maintenance.
- 3.5 We will endeavour to prevent disruptions to supply, however in the event this is unavoidable, it will be limited to a maximum of five days where the disruption is within the Co-operatives controlling power.

- 3.6 Where the Co-operative plans a disruption to supply, you will be given at least 14 days notice and the reasons for the disruption and the expected duration.
- 3.7 In the event of an urgent shutdown of supply, effected customers will be notified within 6 hours and the reasons for the shutdown and expected duration will also be advised.
- 3.8 We will endeavour to replace or repair any meter found to be faulty, prior to the commencement of the next planned watering period.
- 3.9 Where a meter is found to recording incorrectly we will estimate water consumption based on watering duration and current seasons irrigating consumption by customers, within your area, with like crops.
- 3.10 We will thoroughly investigate all instances where supply points or measuring devices (meters) appear to have been tampered with and may withhold supply while the cause is investigated. Where, in our opinion water theft has occurred we will estimate the quantity not properly measured and charge the property owner accordingly.

#### **4. CUSTOMER BILLING**

- 4.1 We will issue invoices to commercial irrigators for Annual Fixed Water Charges during the month of December each year. We will also raise invoices for domestic users.
- 4.2 We will issue accounts representing consumption of water on a monthly basis to commercial users. These accounts will identify the quantity of water used and the meter reading figure from which the monthly consumption total is calculated. A percentage figure will also be shown to represent the current use to date of total allocation.
- 4.3 Accounts will advise methods acceptable for payment of charges.
- 4.4 Where an irrigator is at any time dissatisfied with the reading of a meter, he may give written notice to the Co-operative within seven days of the reading requiring the meter to be tested, and the meter shall then be tested by passing through it a predetermined quantity of water.
- 4.5 When a test has been completed to the satisfaction of the Co-operative then:-
  - (a) where the meter registers more than five per cent in excess of the quantity that actually passes through it at the test, the Co-operative shall bear all direct and incidental expenses of the test;
  - (b) where the meter registers five per cent or less in excess of the quantity that actually passes through it at the test, the irrigator shall pay to the Co-operative all direct and incidental expenses of that test.
- 4.6 The expenses of a test shall be fixed by the Co-operative and be subject to a minimum fee.

- 4.7 An irrigator may only request a test for the period of registration last preceding the date of reading in respect of which he gives notice.
- 4.8 All accounts are payable within 30 days of date of issue.
- 4.9 If cheques are not honoured the Co-operative will pass on to you all charges in relation to any transactions that occur.
- 4.10 We will charge interest on overdue accounts and may refuse supply to any customer where charges remain unpaid more than 30 days beyond the due date. The interest rate will equal 3% higher than the Commonwealth Banking Corporation Indicator Lending Rate.
- 4.11 We will charge a penalty rate for consumption of water above the total annual allocation where permission for the excess water has not been issued by the Co-operative.

## **5. CUSTOMER CONTACT**

- 5.1 The Co-operative is committed to involving its irrigators on issues relating to its operations and services.
- 5.2 We will hold annual meetings in accordance with the Articles of the Co-operative and also hold general meetings with irrigator representatives if requested to do so or in the case of issues arising that may need irrigator input or discussion.
- 5.3 Other information will be advised to irrigators by way of newspaper articles or advertisements and as necessary newsletters will be mailed to all irrigators. Each season, opening and closing advice notices will be mailed to all entitled users on the scheme and advertised in local newspapers.
- 5.4 The Co-operative undertakes to deal with your inquiry, complaint or requests promptly and advise you of any delays which may be necessary in resolving any issues you may raise.
- 5.5 You are required to respond to any requests from the Co-operative for information or data in a timely manner.
- 5.6 You may contact the Waterman whose contact details will be advised annually for any inquiries with regards water supply.
- 5.7 Matter of policy or charges should be directed to the Secretary as per contact details on page 3.
- 5.8 In the case of emergency the directors will accept inquiries for passing to relevant staff for resolution. Director's contact details are set out on page 3.



- 5.9 If you have a complaint we will investigate the complaint and report back to you and do all that we can to resolve the issue. Our goal will be to resolve all complaints as quickly as possible but certainly within 15 business days. Complaints must be lodged in writing stating details of property owners.
- 5.10 Where we are unable to resolve the complaint to your satisfaction within 15 business days you may refer the complaint to the Department of Water for conciliation, investigation and resolution. The Co-operative will assist the Department of Water in its investigation and seek to resolve the complaint.

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

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

The Atrium  
168 St Georges Terrace  
Perth WA 6000

Telephone: (08) 6364 7600  
Facsimile: (08) 6364 6525  
Website address: [www.water.wa.gov.au](http://www.water.wa.gov.au)  
Email address: [WISBcomplaints@water.wa.gov.au](mailto:WISBcomplaints@water.wa.gov.au)

- 5.11 We will reply to all written correspondence within five working days. If the matter requires investigation we will advise in writing and will nominate a date for further contact.
- 5.12 We will have available for viewing during our office hours plans of the irrigation system, copies of legislation and by-laws pertinent to the irrigation district.
- 5.13 We will carry out from time to time surveys of customers requesting input and opinions of general and specific matters relevant to the Preston Valley Irrigation Co-operative Limited and that may assist Government bodies in future water planning needs.

## **THE CUSTOMERS' OBLIGATIONS TO PRESTON VALLEY IRRIGATION CO-OPERATIVE LIMITED**

### **6. SERVICE DELIVERY**

- 6.1 We ask our customers to advise the Co-operative of any service difficulties or faults, to the Waterman on 0438 943 189 or the Secretary on 9731 0152.

- 6.2 The Co-operative asks you to advise the Waterman or Secretary of any changes to the site of the pumping equipment prior to the changes taking place.
- 6.3 We ask you the customer to communicate to the Waterman your planned watering to ensure efficient water distribution in your area.
- 6.4 The Co-operative requires you the customer to ensure the water you use is done so in the most efficient and effective manner possible with no wastage.

## **7. ASSET MANAGEMENT**

- 7.1 The Co-operative asks persons not to pollute the irrigation area. All care is to be taken along the river banks to avoid oil spillage and other waste matter from gathering on the river banks or entering the river.
- 7.2 A person other than an officer of the Co-operative or person authorised by the Co-operative shall not;
  - (a) break or in any way interfere with the seal fixed on a meter;
  - (b) turn or attempt to turn any screw, bolt or nut on or attached to a meter;
  - (c) introduce or attempt to introduce any body or substance into a meter;
  - (d) interfere in any way with the correct registration of a meter; or
  - (e) cause the supply of water to by-pass a meter.
- 7.3 Any person finding a meter damaged or not recording is required to immediately advise the Waterman or Secretary of the details.

## **8. CUSTOMER BILLING**

- 8.1 The Co-operative request you pay by the due date all invoices issued
- 8.2 Advise us before the due date if you are having any difficulties in paying amounts charged
- 8.3 Notify us as soon as possible of changes in address

## **MISCELLANEOUS**

### **9. THE CO-OPERATIVE'S RIGHT TO WITHDRAW SERVICES**

- 9.1 The Co-operative may restrict or withdraw services to the irrigator in the following circumstances:
  - (a) if you do not comply with the terms of this charter, the by-laws or any agreements between yourself and the Co-operative.

(b) if there is a public health or environmental risk to the service from your property such as a chemical spill.

(c) if you do not pay or meet and make arrangements to pay charges due for the irrigation service.

- 9.2 The Co-operative will reinstate the service at your request once all terms and conditions of this charter, the by-laws or any agreements are met.

## **10. LIMITATION OF CO-OPERATIVE'S LIABILITY**

10.1 The Co-operative is not liable for any loss or damage that you may suffer as a breach of this charter by the Co-operative unless the loss or damage arose from our negligence.

10.2 The limitation of the Co-operative's liability is subject to any rights you may have under any legislation or common law.

10.3 As the property owner you are responsible for any damage caused to the Co-operative's assets on your property such as meters.

## **11 CHARTER ADMINISTRATION**

11.1 This charter is to commence from the 30<sup>th</sup> November 1998. A copy of the Memorandum and Articles of Association and By-laws are available for viewing at the Secretary's Office, appointment required.

11.2 The Co-operative may vary this charter by agreement with the Economic Regulation Authority, Licensing, Monitoring and Customer Protection Division.

11.3 This charter will terminate if the Co-operative's licence terminates.