



Incorporating Buronga, Coomealla
and Curlwaa Irrigation Areas.

ACN: 067 197 853

Water Entitlement Agreement

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Parties **Western Murray Irrigation Limited** ACN 067 197 853
of 5 Tapio Street, Dareton, New South Wales 2717
(Company)

The person identified in Item 1 of Schedule 1
(Customer)

It is agreed

1 **Definitions and interpretation**

1.1 **Definitions**

In this Agreement, unless the contrary intention appears:

- (1) **General Conditions** means the General Conditions published on the Company's web site, as varied by the Company from time to time; and
- (2) a word or phrase defined in the General Conditions has the same meaning in this Agreement.

1.2 **Interpretation**

Clause 1.2 (Interpretation) of the General Conditions applies to this Agreement with the necessary changes.

2 **Commencement**

- 2.1 This Agreement commences on the date set out in Item 4 of Schedule 1.

3 **Water entitlements**

- 3.1 Subject to the Documents, the Customer is entitled to the Water Entitlements in respect of which the Customer is the registered holder in the Water Entitlements Register.
- 3.2 Despite anything to the contrary elsewhere in the Documents, nothing in the Documents gives the Customer any interest in the Company's Access Licences or the water that the Company is entitled to receive under them.

4 **Water allocation**

- 4.1 Subject to clauses 4.2 and 6, as soon as practicable after each relevant Availability Announcement during the relevant Water Year, the Company must, in respect of each class of the Customer's Water Entitlements, credit to the Customer's Water Allocation Account the same volume of Water Allocation per relevant Water Entitlement as is specified in the Availability Announcement with respect to the corresponding category of Access Licence held by the Company.
- 4.2 The Company is under no obligation to credit Water Allocation into the Customer's Water Allocation Account under clause 4.1:

- (1) until as soon as reasonably practicable after the Company has notified the Customer of the Charges payable by the Customer in respect of the preceding Water Year;
- (2) unless and until the Company has had water made available to it under an Access Licence, the category of which corresponds with the Customer's Water Entitlements, in accordance with the Availability Announcement for the relevant Water Year;
- (3) unless and until the relevant Water Allocation has been determined;
- (4) to the extent that the aggregate of the Water Allocation and Carryover Water credited in respect of any of the Customer's Water Entitlements in a Water Year would exceed a limit corresponding with the limit imposed by the Legal Requirements applicable in the relevant Water Year in respect of the corresponding category of Access Licence held by the Company;
- (5) unless and until the Company and the Customer have agreed upon satisfactory arrangements for:
 - (a) payment of arrears (if any) of, and security for the payment of, Charges; or
 - (b) repayment of water debts or water borrowings (including by debiting the Customer's Water Allocation Account);
- (6) if crediting the Water Allocation, in the reasonable opinion of the Company, would contravene the Company's obligation under a Legal Requirement;
- (7) if the Company is entitled under the Documents to suspend the crediting of Water Allocation into the Customer's Water Allocation Account; or
- (8) if the Customer has otherwise agreed, including under any contract with the Company.

4.3 The Company must publish the Water Allocation credited under clause 4.1, in percentage terms, on the Company's web site.

5 Carryover water

5.1 The Company must permit the Customer to carry over the same volume of Carryover Water per relevant Water Entitlement as is specified per Megalitre of share component in the relevant Legal Requirement in respect of the corresponding category of Access Licence held by the Company.

6 General conditions

6.1 The Company must publish the General Conditions on the Company's web site.

6.2 The parties must comply with:

- (1) the General Conditions; and
- (2) any Special Conditions.

7 No water delivery rights

- 7.1 Despite anything to the contrary, nothing in this Agreement requires the Company to deliver, or entitles the Customer to delivery of, or to take, any water.

Schedule 1 - Details

Item 1 **Name of Customer**

[insert name]

ABN [insert ABN]

Item 2 **Address**

[insert address]

Facsimile number [insert facsimile number if available]

E-mail address [insert e-mail address if available]

Number for text messages [insert number if available]

Item 3 **Water allocation account number**

[insert water allocation account number]

Item 4 **Commencement Date**

31 March 2016

Executed as an agreement.

Signed for and on behalf of **Western Murray Irrigation Limited** ACN 067 197 853 by its authorised representative:

.....
Signature of authorised representative

.....
Name of authorised representative
(BLOCK LETTERS)

If Customer is an individual or multiple individuals:

Signed by the **Customer** in the presence of:

.....
Signature of witness

.....
Signature of Customer

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

.....
Signature of witness

.....
Signature of Customer (if more than one)

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

.....
Signature of witness

.....
Signature of Customer (if more than two)

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

If the Customer is a company with two directors or one director and a company secretary:

Executed by the **Customer** in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Director/company secretary

.....
Director

.....
Name of director/company secretary
(BLOCK LETTERS)

.....
Name of director
(BLOCK LETTERS)

If the Customer is a company with a sole director who is also the sole company secretary:

Executed by the **Customer** in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Name of sole director and sole company
secretary (BLOCK LETTERS)

.....
Sole director and sole company secretary

If the Customer is a company with a sole director and no company secretary:

Signed for and on behalf of **Customer** by its authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness
(BLOCK LETTERS)

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Address of witness