

**ON-FARM IRRIGATION EFFICIENCY PROGRAM  
CONTRACT FOR TRANSFER OF WATER ENTITLEMENT  
SOUTH AUSTRALIA (CENTRAL IRRIGATION TRUST)**

This contract consists of the Details of Transfer, the clauses and the Schedules

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# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

Owner:

Commonwealth:

Water Entitlement:

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## DETAILS OF TRANSFER

### Parties

*Owner*

*Owner's Solicitor*

*Program Delivery Partner*

*Commonwealth*

*Commonwealth's Solicitor*

### Water Entitlement

*Water Entitlement Reference*

*Water Entitlement Volume*

*Authority*

*State*

*Term Transfer*

### Payment

*Water Value*

### Contract

*Contract Date*

*Adjustment Date*

*Completion Date*

*Condition Date*

*Place for Completion*

# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

**Owner:**

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## BACKGROUND

- (a) On 29 April 2008, the Minister for Climate Change and Water announced Water for the Future as the Government's \$12.9 billion strategy to secure the long-term water supply for all Australians. Water for the Future provides a single, coherent national framework that integrates rural and urban water issues and will significantly improve water management across the nation with a special focus on the Murray-Darling Basin, where the bulk of our agricultural water use takes place.
- (b) Water for the Future will strengthen the role of the National Water Initiative as the blueprint for water reform nationally and is built on four key priorities: taking action on climate change, using water wisely, securing water supplies and supporting healthy rivers.
- (c) The On-Farm Irrigation Efficiency Program ('**Program**') is part of the 'Sustainable Rural Water Use and Infrastructure' component of Water for the Future. The Program has been established to acquire water entitlements that arise as a result of water savings achieved through the implementation of eligible projects to improve the efficiency and productivity of on-farm water use and management ('**Infrastructure Project**').
- (d) The Water Entitlement transferred to the Commonwealth under this contract will become part of the Commonwealth Environmental Water Holdings to be managed for the purpose of protecting and restoring Australia's environmental assets.
- (e) The Commonwealth has entered into a Program Funding Agreement with the Program Delivery Partner that is an organisation committed to improving on-farm efficiency of irrigation systems and helping achieve the permanent transfer of water entitlements to the Commonwealth.
- (f) The Owner's Infrastructure Project has been selected for funding under the Program Funding Agreement between the Commonwealth and the Program Delivery Partner.
- (g) The requirements for funding of the Owner's Infrastructure Project under the Program Funding Agreement between the Commonwealth and the Program Delivery Partner include that the Owner must enter into:
  - (i) this contract; and
  - (ii) an Infrastructure Contract with the Program Delivery Partner.
- (h) A condition to funding the Owner's Infrastructure Project under the Program is that the Owner transfers the Water Entitlement to the Commonwealth on the terms and conditions of this contract.

# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

**Owner:**

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**IT IS AGREED** as follows.

## **1. Transfer**

The Owner agrees to transfer the Water Entitlement to the Commonwealth and the Commonwealth agrees to accept the transfer of the Water Entitlement on the terms and conditions of this contract:

- (a) for the payment of the Water Value to the Program Delivery Partner;
- (b) free from Encumbrances; and
- (c) subject to the Limitations.

## **2. Deposit**

No deposit is payable under this contract.

## **3. Matters affecting the Water Entitlement**

### **3.1. Owner's warranties**

- (a) The Owner warrants, except as disclosed in this contract, at the Contract Date and at Completion:
  - (i) it is and will be the registered holder of the Water Entitlement and is capable of completing this contract (unless it dies or loses mental capacity after the Contract Date);
  - (ii) the Water Entitlement Search accurately reflects the nature of the Water Entitlement;
  - (iii) no interest is held in the Water Entitlement other than an interest disclosed in this contract;
  - (iv) to the best of its knowledge there are and will be no current or threatened claim, proceeding or notice affecting the Water Entitlement;
  - (v) there is and will be no existing and unsatisfied judgment, writ or order affecting the Water Entitlement;
  - (vi) it has and will have complied in all relevant, material respects with the requirements of the Authority Rules;
  - (vii) it has not and will have not been convicted of an offence against the Act; and
  - (viii) it has and will have complied in all relevant, material respects with the requirements of the Act and all other laws or contractual obligations relevant to, or affecting, the Water Entitlement.
- (b) The Commonwealth may terminate this contract by giving notice to the Owner where a warranty given in this clause is incorrect.

### **3.2. Passing of title and risk**

- (a) The Owner shall cause legal title to the Water Entitlement to pass to the Commonwealth on Completion.
- (b) Legal title to the Water Entitlement does not pass to the Commonwealth before Completion.
- (c) The Water Entitlement is at the Owner's risk until Completion.

### **3.3. Owner's conduct prior to Completion**

From the Contract Date until Completion, the Owner:

## **CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

**Owner:**

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- (a) must not grant any interest (including without limitation any mortgage, charge, Term Transfer or other interest) in the Water Entitlement;
- (b) must not act in relation to the Water Entitlement in a manner which would prevent the Owner complying with its obligations under this contract;
- (c) must promptly provide the Commonwealth with a copy of any communication received in relation to the Water Entitlement from:
  - (i) the Authority;
  - (ii) any government, governmental, semi-governmental, judicial, municipal, statutory or public entity; or
  - (iii) or any interest holder;
- (d) authorises the Commonwealth to inspect the Authority's records in relation to the Water Entitlement and must provide the Commonwealth with such information regarding the Water Entitlement as it reasonably requests; and
- (e) will promptly execute any document required by the Authority to evidence the authorisation given in clause 3.3(d).

### **4. Adjustments and costs**

#### **4.1. Payment of Outgoings**

- (a) The Owner must pay all Outgoings payable by the Owner up to and including the Adjustment Date.
- (b) Subject to clause 4.1(c) the Commonwealth must pay all Outgoings payable by the Commonwealth after the Adjustment Date.
- (c) The Commonwealth shall not pay any Outgoings in respect of delivery or use of the Water Entitlement.

#### **4.2. Adjustment of Outgoings**

All Outgoings must be adjusted at Completion:

- (a) for those paid by the Owner, on the sum paid;
- (b) for those levied but unpaid on the sum payable, disregarding any discount for early payment; and
- (c) for those not levied:
  - (i) on the amount advised by the relevant authority that will be assessed or owing, disregarding any discount for early payment; or
  - (ii) where not ascertainable from the relevant authority, on the most recent assessment, disregarding any discount for early payment.

#### **4.3. Adjustment of Profits**

All Profits must be adjusted at Completion and will belong to:

- (a) the Owner, where referable to the period up to and including the Adjustment Date; and
- (b) the Commonwealth, where referable to the period after the Adjustment Date.

#### **4.4. Payment of the Owner's Costs**

The Owner must pay the Owner's Costs at Completion.

# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

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## **4.5. Payment of other costs**

- (a) The Owner and Commonwealth must each pay their own legal costs relating to this contract.
- (b) The Commonwealth must pay all stamp duty (including any penalties) on or arising out of this contract.

## **5. Transfer Application**

### **5.1. Time**

Unless otherwise agreed:

- (a) the Owner must provide a Transfer Application validly signed by the Owner, to the Commonwealth on the Contract Date; and
- (b) the Commonwealth must lodge the Transfer Application with the Authority by the Transfer Application Date.

### **5.2. Application**

- (a) The parties acknowledge that they are aware of the conditions usually imposed in relation to a transfer of the Water Entitlement, and have satisfied themselves of their ability to meet all such conditions.
- (b) The parties must use all reasonable efforts to meet any requirements imposed in relation to a transfer of the Water Entitlement.

### **5.3. Breach of warranty**

Nothing in this clause prejudices any other rights of the parties under this contract, including, without limitation, any rights of the Commonwealth where the Transfer Application is not processed and/or approved because of the Owner's breach of warranty.

## **6. Completion**

### **6.1. Condition of Completion**

- (a) Completion is conditional upon the Completion Conditions being satisfied in full by the Condition Date.
- (b) If the Completion Conditions are not satisfied in full by the Condition Date, the Commonwealth is not obliged to complete this contract.

### **6.2. Time and place**

- (a) Subject to this contract the Commonwealth must provide written notice of the Completion Date to the Owner on or before the Completion Notice Date.
- (b) Completion must take place between 9am and 4pm on the Completion Date, at the Place for Completion.
- (c) If Completion does not take place on the Completion Date then either party may serve a notice to complete (in writing on the other party) if the party serving the notice is not otherwise in breach of this contract.
- (d) A party that is entitled to serve a notice to complete may serve such notice requiring that the other party complete this contract within a period of 10 Business Days from the date of service of the notice. That party serving notice shall be at liberty at any time to withdraw such notice without prejudice to their continuing right to give any further notice.
- (e) The above period of 10 Business Days is reasonable and essential to this contract.

## **CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

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- (f) A notice to complete that is served in accordance with this clause is valid for all purposes both at law and equity.

### **6.3. Completion obligations**

At or prior to Completion:

- (a) the Commonwealth must pay:
- (i) the Water Value to the Program Delivery Partner by way of Acceptable Cheque, electronic transfer or other manner agreed between the Program Delivery Partner and the Commonwealth (written notice from the Commonwealth of payment to the Program Delivery Partner shall be sufficient evidence); and
  - (ii) any Outgoings or Profits owing by the Commonwealth under clause 4 by way of Acceptable Cheque or other manner agreed between the parties;
- (b) the Owner must:
- (i) provide to the Commonwealth:
    - (A) validly executed Transfer Documents; and
    - (B) any Title Document; and
  - (ii) pay any Outgoings, Profits or Owner's Costs owing by the Owner under clause 4 by way of Acceptable Cheque or other manner agreed between the parties.

## **7. GST**

### **7.1. GST Free supply**

The Owner and the Commonwealth acknowledge and agree that the transfer of the Water Entitlement under this Contract represents a GST-Free supply. However, if for any reason whatsoever GST is payable on the supply of the Water Entitlement under this contract then the Water Value shall be GST inclusive.

### **7.2. GST to be added to amounts payable**

If GST is payable on a Taxable Supply made under, by reference to, or in connection with, this contract, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

### **7.3. Tax Invoice and Adjustment Note**

No payment of any amount pursuant to clause 7.2, and no payment of the GST Amount where the Consideration for a Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note, as the case may be, to the recipient.

### **7.4. Liability net of GST**

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.

## **CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

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### **7.5. GST obligations to survive termination**

This clause will continue to apply after expiration or termination of this contract.

## **8. Owner's acknowledgement**

### **8.1. Collection of personal information**

The Owner acknowledges that the Owner's Personal Information is collected by the Commonwealth in relation to the transfer of the Water Entitlement by the Owner to the Commonwealth.

### **8.2. Disclosure of personal information**

The Owner acknowledges that:

- (a) The Owner's Personal Information may be disclosed:
  - (i) to the Commonwealth's Solicitor or any other solicitor or professional adviser acting on behalf of the Commonwealth;
  - (ii) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - (iii) where the Personal Information is authorised or required by law to be disclosed; and/or
  - (iv) where the Personal Information is in the public domain otherwise than by the Commonwealth's disclosure.
- (b) The Commonwealth may be authorised or required by law to disclose the Owner's Personal Information in circumstances including but not limited to:
  - (i) where an application is made under the Freedom of Information Act 1982 (Cth);
  - (ii) where the Commonwealth has been served with a valid search warrant; and/or
  - (iii) where the Commonwealth has a duty to disclose the transfer of funds under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

## **9. Additional Clauses**

- (a) The parties agree to comply with the Additional Clauses.
- (b) Any term defined in this contract shall have that meaning in the Additional Clauses unless the context requires otherwise.
- (c) In the event of any inconsistency between the Additional Clauses and the body of this contract the Additional Clauses shall take precedence.

## **10. General provisions**

### **10.1. Further acts**

Each party must do everything reasonably required by the other party to give effect to any provisions of this contract.

### **10.2. Notices**

- (a) Notices under this contract may be:
  - (i) signed by a party or its Solicitor; and
  - (ii) delivered, posted or sent by facsimile to the other party or its Solicitor.

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- (b) Notices will be treated as given:
  - (i) where posted, 2 Business Days after posting;
  - (ii) where sent by facsimile, when a clear transmission report is received by the sender; and
  - (iii) in any case, where given on a non-Business Day or after 5pm on a Business Day, on the next Business Day.
- (c) All written communications by a party's Solicitor (such as a letter altering the Completion Date) will be presumed to be given with the authority of the party.

### **10.3. Rights after Completion**

Terms of this contract capable of taking effect after Completion shall not merge and will remain in force after Completion.

### **10.4. Variations and waivers to be in writing**

No variation, modification or waiver of any provision in this contract, nor consent to any departure by a party from any such provision, shall be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or consent shall be effective only to the extent to or for which it may be made or given.

### **10.5. Counterparts**

This contract may be signed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

### **10.6. Governing law**

- (a) This contract is governed by the laws of the State.
- (b) The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in the Australian Capital Territory.

### **10.7. Provisions about time**

- (a) Where no time limit is noted in this contract for something that is to be done or occur, then the time is a reasonable time.
- (b) If the time for something to be done or occur is not a Business Day, the time is extended to the next Business Day.

### **10.8. Business Days**

Anything required to be done or condition satisfied on a non-Business Day must instead be done or satisfied on the next Business Day.

## **11. Definitions and interpretation**

### **11.1. Definitions**

- (a) Parties in Bold and Title Case in the Details of Transfer are the parties described in the Details of Transfer.
- (b) Terms in Bold and Title Case in Schedule A have the meaning given to them in Schedule A unless the context requires otherwise.

### **11.2. Interpretation**

In interpreting this contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

## **CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

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- (b) a reference to an individual or to a person includes a corporation, firm, association, authority, trust, state or government and vice versa and a reference to a corporation, firm, association, authority, trust, state or government includes its successors;
- (c) a reference to any gender includes a reference to each gender;
- (d) where any expression is defined in this contract, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) clause headings are inserted for convenience only and shall not affect the interpretation of this agreement;
- (f) references to "dollars" and "\$" are references to Australian dollars;
- (g) references to time are references to time in Sydney;
- (h) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of that legislation or any statutory provision substituted for it and includes any subordinate legislation issued under that legislation or as it may be modified, re-enacted or substituted;
- (i) a reference to clauses and Schedules is a reference to clauses and Schedules of this contract;
- (j) a reference to any agreement (including this contract) or instrument includes that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (k) a reference to conduct includes any omission and any representation, statement or undertaking, whether or not in writing;
- (l) where the Owner or the Commonwealth comprises two or more persons the liability of those persons under this contract shall be joint and several.

### **11.3. Details of Transfer**

The Details of Transfer is part of this contract.

### **11.4. Schedules**

All Schedules to this contract are part of this contract.

# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

Owner:

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## SCHEDULE A –Definitions (South Australia – Central Irrigation Trust)

**Acceptable Cheque** means an unendorsed cheque issued against its own funds by:

- (a) a bank, being a body corporate that is an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Cth);
- (b) the Reserve Bank of Australia;
- (c) a State bank within the meaning of paragraph 51(xiii) of the Constitution; or
- (d) a building society or credit union as defined in the Cheques Act 1986 (Cth).

**Act** means the Natural Resources Management Act 2004 (SA) and any regulations or subordinate legislation arising from the Natural Resources Management Act 2004 (SA).

**Additional Clause** means an additional clause (if any) specified in Schedule B and Additional Clauses shall have a corresponding meaning.

**Adjustment Date** means the Completion Date unless another date is detailed in the Details of Transfer.

**Adjustment Note** has the meaning given by the GST Law.

**Attachments** means any document attached to this contract at Schedule C.

**Authority** means the authority that manages the Water Entitlement as detailed in the Details of Transfer.

**Authority Fee** means any fee other than Outgoings, owing by the Owner to the Authority including but not limited to any:

- (a) termination fee;
- (b) meter closure fee;
- (c) property title search fee;
- (d) rehabilitation levy; and
- (e) Natural Resource Management Levy.

**Authority Rules** mean the policies or procedures of the Authority.

**Bulk Licence** means the Licence managed by the Authority and described in the Licence Search attached to this contract at Schedule C.

**Business Day** means a day other than a Saturday, Sunday or public holiday in:

- (a) the capital city of the State;
- (b) Canberra; or
- (c) Sydney.

**Completion** means the validly executed delivery of title to the Water Entitlement from the Owner to the Commonwealth as evidenced by the delivery of the validly executed Transfer Documents to the Commonwealth in exchange for payment of the Water Value to the Program Delivery Partner under clause 6.3.

**Completion Conditions** means:

- (a) the Authority approving the Transfer Application on an unconditional basis; and
- (b) written evidence from the Department of granting of approval to the transfer of the Water Entitlement from the Bulk Licence to the Commonwealth as contemplated by this contract.

## CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

**Owner:**

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**Completion Date** means, unless another date is agreed in writing by the Commonwealth and the Owner, the date nominated in writing by the Commonwealth to the Owner on or before the Completion Notice Date which is not less than 10 Business Days and not more than 40 Business Days after the Completion Notice Date.

**Completion Notice Date** means the date that is 5 Business Days after receipt by the Commonwealth of notice of granting of approval of the Transfer Application (such notice shall not be received by the Commonwealth unless it contains a copy of the approval).

**Condition Date** means the date detailed in the Details of Transfer or where applicable such other date determined in accordance with this contract.

**Consideration** has the meaning given by the GST Law.

**Contract Date** means the date described in the Details of Transfer.

**Department** means the State Department for Water.

**Details of Transfer** means the details of transfer sheet forming part of this contract describing details of the contract under the headings:

- (a) Parties;
- (b) Water Entitlement;
- (c) Payment; and
- (d) Contract.

**Encumbrance** means:

- (a) any mortgage, debenture, bill of sale, charge or other charge or interest held in relation to the Water Entitlement;
- (b) a limited period transfer; and
- (c) any charge or interest in favour of the Authority.

**GST** has the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply.

**GST-Free** has the meaning given by the GST Law.

**GST Group** has the meaning given by the GST Law.

**GST Law** has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Input Tax Credit** has the meaning given by the GST Law. A reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

**Licence** means a licence granted under Section 146 of the Act.

**Limitations** means:

- (a) the Act;
- (b) the Authority Rules; and
- (c) any Term Transfer disclosed in this contract in the Details of Transfer.

**Outgoings** mean all periodic fees, rates and charges levied in respect of the Water Entitlement by the Authority.

## CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

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**Owner's Costs** means any Outgoings in arrears, interest owing on Outgoings and any Authority Fee (if applicable).

**Personal Information** means personal information as defined in the Privacy Act.

**Place for Completion** means the place for completion detailed in the Details of Transfer unless another place is agreed in writing by the Commonwealth and the Owner.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Privacy Notice** means a privacy notice issued pursuant to Information Privacy Principle 2, Section 14 of the Privacy Act.

**Profits** means any profit received in respect of the Water Entitlement.

**Register** means the NRM Register as defined in the Act.

**Solicitor** means solicitor or licensed conveyancer (including where permissible by law a non licensed conveyancer).

**State** means the state having jurisdiction over the Water Entitlement as detailed in the Details of Transfer.

**Taxable Supply** has the meaning given by the GST Law.

**Tax Invoice** has the meaning given by the GST Law.

**Term Transfer** means a limited period transfer as defined in section 150 of the Act.

**Title Document** means any instrument of title or documentary evidence of title which is relevant to the transfer of title for the Water Entitlement and for the sake of clarity includes an instrument of title or documentary evidence of title that relates to the transfer of Water Entitlement to the Commonwealth from the Bulk Licence as contemplated by this contract.

**Transfer Application** means:

- (a) in relation to the Owner an application to the Authority, in the form and manner required by the Authority, for approval of the transfer of the Water Entitlement from the Owner to the Commonwealth; and/or
- (b) in relation to the Commonwealth an application to Department, in the form and manner required by Department, for approval of the transfer of the Water Entitlement from the Bulk Licence to the Commonwealth as contemplated by this contract.

**Transfer Application Date** means the date that is 5 Business Days after the Contract Date.

**Transfer Documents** means all documents necessary to transfer the water Entitlement to the Commonwealth and register the Commonwealth's interest in the Water Entitlement in the Register, free from Encumbrances, including but not limited to:

- (a) written evidence from the Authority of granting of unconditional approval of the Transfer Application;
- (b) written evidence from the Department of granting of approval to the transfer of the Water Entitlement from the Bulk Licence to the Commonwealth as contemplated by this contract;
- (c) any document required for stamp duty purposes; and
- (d) written evidence from all Encumbrance holders of their consent to the transfer of Water Entitlement contemplated by this contract.

**Water Access Entitlement** means a water access entitlement granted under Section 146(2) of the Act.

## CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

Owner:

Commonwealth:

Water Entitlement:

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**Water Entitlement** means the Water Access Entitlement sold under this contract from the Bulk Licence:

- (a) as detailed in the Details of Transfer under the headings Water Entitlement Reference and Water Entitlement Volume; and
- (b) as disclosed in the Water Entitlement Search.

**Water Entitlement Reference** means the account number detailed in the Details of Transfer.

**Water Entitlement Search** means any document attached to this contract at Schedule C including but not limited to the Certificate for Irrigation Water Allocation and Service Details and the NRM Register - Licence Search.

**Water Entitlement Volume** means the volume of Water Access Entitlement shares detailed in the Details of Transfer.

**Water Value** means the water value detailed in the Details of Transfer.

# CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

Owner:

Commonwealth:

Water Entitlement:

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## SCHEDULE B – Additional Clauses (South Australia – Central Irrigation Trust)

### 1. Trade Limitation

#### 1.1. Definitions

In this Additional Clause:

- (a) **Trade Limitation** means any annual limit on trade imposed under the Act or the Authority Rules, arising from the transfer of the Water Entitlement under this contract exceeding that limit.
- (b) **Next Transfer Application Date** means a date no later than 2 Business Days after the commencement of the next occurring Water Year.
- (c) **Water Year** means the year from 1 July to the following 30 June.

#### 1.2. Application likely to be refused due to Trade Limitation

Where the Transfer Application is likely to be refused by the Authority on the basis of a Trade Limitation the Commonwealth in its absolute discretion may give notice in writing by the Transfer Application Date electing to refrain from lodging the Transfer Application until the Next Transfer Application Date.

#### 1.3. Application refused due to Trade Limitation

Where the Transfer Application is refused by the Authority on the basis of a Trade Limitation:

- (a) the Owner must provide another Transfer Application validly signed by the Owner, to the Commonwealth no later than 15 Business Days before the commencement of the next occurring Water Year; and
- (b) the Commonwealth must lodge another Transfer Application on or before the Next Transfer Application Date.

#### 1.4. Rescission and Condition Date

Where Additional Clauses 1.2 or 1.3 apply:

- (a) the Commonwealth or the Owner is entitled to rescind this contract by notice in writing prior to the day that is 15 Business Days before the commencement of the next occurring Water Year; and
- (b) the Condition Date is extended to a date 60 Business Days after the commencement of the next occurring Water Year.

### 2. Available Water

#### 2.1. Definitions

In this Additional Clause:

- (a) **Approval** means written notice from the Department of granting of unconditional approval to the transfer of the Water Entitlement from the Bulk Licence to the Commonwealth as contemplated by this contract.
- (b) **Available Water** means a volume of water equal to an allocation announcement multiplied by the Water Entitlement Volume in relation to any allocation announcement that occurs after the granting of Approval but on or before the day Completion occurs.
- (c) **Available Water Request Date** means the day Completion occurs.
- (d) **Available Water Transfer Application** means an application to the Authority and/or the Department in the form and manner required by the Authority and/or the

## CONTRACT FOR TRANSFER OF WATER ENTITLEMENT

**Owner:**

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**Water Entitlement:**

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Department for approval of the transfer of Available Water from the Commonwealth to the Owner.

### **2.2. Available Water shall transfer to the Commonwealth**

Subject to this additional clause 2, the Commonwealth shall transfer Available Water to the Owner.

### **2.3. Available Water Transfer Application**

- (a) Where there is Available Water the Owner in its absolute discretion may provide an Available Water Transfer Application to the Commonwealth on or before the Available Water Request Date (but not after the Available Water Request Date).
- (b) Where the Owner provides an Available Water Transfer Application to the Commonwealth in accordance with Additional Clause 2.3(a), the Commonwealth shall return the completed and validly signed Available Water Transfer Application to the Owner within 20 Business Days of the Available Water Request Date.
- (c) The Owner shall pay any fee charged by the Authority and/or the Department to process the Available Water Transfer Application.

### **3. Transfer Application**

Clause 5.1(a) is deleted and replaced with the following:

*the Owner must provide a Transfer Application validly signed by the Owner, to the Authority on or before the Contract Date; and*

## **CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

**Owner:**

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**Water Entitlement:**

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### **SCHEDULE C – Water Entitlement Search**

- Certificate for Irrigation Water Allocation and Service Details
- NRM Register - Licence Search.

**CONTRACT FOR TRANSFER OF WATER ENTITLEMENT**

**Owner:**

**Commonwealth:**

**Water Entitlement:**

**Executed as a deed by the parties.**

**Executed by the Seller:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of

\_\_\_\_\_  
Print name of Witness

**Signed for and on behalf of the Commonwealth  
by its authorised representative:**

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
Print name of authorised representative