



Amendments to Water Delivery Contract Effective 1 July 2024

Murrumbidgee Irrigation Limited (**MI**) has amended the Water Delivery Contract, with the changes to take effect from 1 July 2024.

The changes are summarised below. For ease of reading they are colour coded under the following categories:

(CONTEXT) Updates to MI processes

Changes have been made to a few MI processes, with the changes achieving a balance between protecting MI's infrastructure, protecting customers as a collective and giving individual customers the best opportunity to advance their business.

(SIMPLIFIED) Simplifying language, reducing duplication and improving alignment with the supporting Rules

MI is working towards "Plain English" contracts for our customers. These changes:

- Simplify language;
- Remove unnecessary clauses or clauses already captured by our Rules; and
- Transfer implementation clauses to the supporting Rules.

(ADMIN) Administrative and or grammatical changes

These changes are simple or administrative in nature and do not change the meaning or intent of the contracts.

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
Definitions			
1.1(1)	(1) ACCC means the Australian Competition and Consumer Commission	Clause deleted	(SIMPLIFIED) Superfluous definition, where 'ACCC' is not used anywhere else in the Contract.
1.1(5)	<p>(6) Associate means:</p> <p>(a) in relation to a corporation:</p> <p>(i) a Related Body Corporate of the corporation;</p> <p>(ii) a person that controls or is controlled by the corporation (as that term is defined in section 50AA of the Corporations Act);</p> <p>(iii) a person that has a substantial holding (as that term is defined in section 9 of the Corporations Act) in the corporation or of any body corporate in which the corporation has a substantial holding;</p> <p>(iv) a director, secretary or officer of the corporation or of any body corporate that is an Associate of the corporation;</p> <p>(v) any trustee of a trust under which the corporation benefits or may benefit;</p> <p>(vi) any person with whom the corporation is acting, or proposes to act, in concert and any person with whom the corporation is, or proposes to become, associated in any other way (whether formally or informally); and</p> <p>(vii) any person that is invited onto the relevant Landholding by the corporation;</p> <p>(b) in relation to a natural person:</p> <p>(i) any person who resides at the natural person's Landholding or is controlled by, or is acting, or proposes to act, in concert with, or is invited onto the relevant Landholding by, the natural person; and</p> <p>(ii) any corporation in respect of which the natural person is an Associate by reason of clause 26.1(5)(a); and</p>	<p>(5) Associate means:</p> <p>(a) in relation to a corporation:</p> <p>(i) a Related Body Corporate (as defined in section 9 of the Corporations Act) of the corporation;</p> <p>(ii) a person that controls or is controlled by the corporation (as that term is defined in section 50AA of the Corporations Act);</p> <p>(iii) a person that has a substantial holding (as that term is defined in section 9 of the Corporations Act) in the corporation or of any body corporate in which the corporation has a substantial holding;</p> <p>(iv) a director, secretary or officer of the corporation or of any body corporate that is an Associate of the corporation;</p> <p>(v) any trustee of a trust under which the corporation benefits or may benefit;</p> <p>(vi) any person with whom the corporation is acting, or proposes to act, in concert with and any person with whom the corporation is, or proposes to become, associated in any other way (whether formally or informally); and</p> <p>(vii) any person that is invited onto the relevant Landholding by the corporation;</p> <p>(b) in relation to a natural person:</p> <p>(i) any person who resides at the natural person's Landholding or is controlled by, or is acting, or proposes to act, in concert with, or is invited onto the relevant Landholding by, the natural person; and</p> <p>(ii) any corporation in respect of which the natural person is an Associate by reason of clause 26.1(5)(a); and</p>	<p>(CONTEXT) To ensure that 'Related Body Corporate' is read and understood as per the Corporations Act.</p> <p>(ADMIN) Change to clause reference.</p>

	(c) in relation to a person (whether a corporation or natural person) who enters into this Contract as trustee of a trust, any person who benefits or may benefit under that trust;	(c) in relation to a person (whether a corporation or natural person) who enters into this Contract as trustee of a trust, any person who benefits or may benefit under that trust;	
1.1(9)	<p>(10) Charges includes:</p> <p>(d) all charges and any other sums of money payable by the Customer to the Company under any Documents or the Charges Rules;</p> <p>(e) any other sum of money owing or payable by the Customer to the Company or a Related Body Corporate;</p> <p>(f) any other sum of money agreed between the Customer and the Company to be a Charge; and</p> <p>(g) interest on those charges and sums of money;</p>	<p>(9) Charges includes:</p> <p>(a) all charges and any other sums of money payable by the Customer to the Company under any Documents or the Charges Rules;</p> <p>(b) any other sum of money owing or payable by the Customer to the Company or a Related Body Corporate (as defined in section 9 of the Corporations Act) of the Company;</p> <p>(c) any other sum of money agreed between the Customer and the Company to be a Charge; and</p> <p>(d) interest on those charges and sums of money;</p>	(CONTEXT) To ensure that 'Related Body Corporate' is read and understood as per the Corporations Act.
1.1(21)	<p>(22) Delivery Entitlement means the right, subject to the Documents, to delivery of Water Allocation:</p> <p>(e) equal to one Megalitre in each Water Year, as measured by the relevant Meter (if any) or determined by the Company under clause Error! Reference source not found.;</p> <p>(f) at the Flow Rate; and</p> <p>(g) to the following point of supply in respect of a Landholding:</p> <p>(i) the Connection; or</p> <p>(ii) if there is no Connection, the Company's Supply Works determined by the Company to be servicing the Landholding;</p>	<p>(21) Delivery Entitlement means the right, subject to the Documents, to delivery of Water Allocation:</p> <p>(a) equal to one Megalitre in each Water Year, as measured by the relevant Meter (if any) or determined by the Company under clause 9;</p> <p>(b) at the Flow Rate; and</p> <p>(c) to the following point of supply in respect of a Landholding:</p> <p>(i) the Connection; or</p> <p>(ii) if there is no Connection, the Company's Supply Works determined by the Company to be servicing the Landholding;</p>	(ADMIN) Change to clause reference.
1.1(22)	<p>(23) Development Rules means the rules determined by the Company in relation to, among other things, a person carrying out construction work, or constructing things, or planting any trees, plants or crops near the boundary between the Company's land and a Landholding or near any Company's Works situated on or near a Landholding;</p>	<p>(22) Development Rules means the rules determined by the Company in relation to, among other things, subdivision, land contamination, land use, construction work or the planting of trees, plants or crops near the boundary between the Company's land and a Landholding or near any Company's Works situated on or near a Landholding;</p>	(CONTEXT) The changes to this clause confirms that the Development Rules govern subdivision, land contamination and land use. (ADMIN) Grammatical changes.
1.1(27)	<p>(28) Event of Default means any of the events referred to in clause 0;</p>	<p>(27) Event of Default means any of the events referred to in clause 0.</p>	(ADMIN) Change to clause reference.
1.1(40)	<p>(40) Positive Covenant means a positive covenant (on terms acceptable to the Company acting reasonably) benefiting the Company as a prescribed authority in accordance with section 88E of the <i>Conveyancing Act 1919</i> (NSW) and burdening a Landholding, requiring the registered proprietor from time to time (at his, her or its own Cost) to:</p> <p>(a) if requested by the Company, construct;</p> <p>(b) maintain and repair; and</p>	Clause deleted	(SIMPLIFIED) Superfluous definition, where 'Positive Covenant' is not used anywhere else in the Contract.

	<p>(c) if requested by the Company, remove, alter, improve or replace, a fence on any part of the Landholding adjoining the Company's Works or on which the Company's Works are situated, to:</p> <p>(d) the reasonable satisfaction of; and</p> <p>(e) in compliance with the reasonable standards specified from time to time by,</p> <p>the Company;</p>		
1.1(42)	(42) Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act;	Clause deleted	(SIMPLIFIED) Superfluous definition.
1.1(40)	<p>(43) Right of Access includes a right to the delivery of water and a right to the drainage of water through the Company's Works and, in relation to this Contract, includes:</p> <p>(f) a right to have Water Allocation delivered to a Landholding pursuant to a Delivery Entitlement, the Surplus Water Rules or under clause Error! Reference source not found.;</p> <p>(g) a right to have Water Allocation delivered to a Connection pursuant to a Delivery Entitlement, the Surplus Water Rules or under clause Error! Reference source not found.;</p> <p>(h) a Delivery Entitlement; and</p> <p>(i) a right under clause Error! Reference source not found. to discharge Drainage into the Company's Drainage Works;</p>	<p>(40) Right of Access includes a right to the delivery of water and a right to the drainage of water through the Company's Works and, in relation to this Contract, includes:</p> <p>(a) a right to have Water Allocation delivered to a Landholding pursuant to a Delivery Entitlement, the Surplus Water Rules or under clause 5.2(2);</p> <p>(b) a right to have Water Allocation delivered to a Connection pursuant to a Delivery Entitlement, the Surplus Water Rules or under clause 5.2(2);</p> <p>(c) a Delivery Entitlement; and</p> <p>(d) a right under clause Error! Reference source not found. to discharge Drainage into the Company's Drainage Works;</p>	(ADMIN) Change to clause reference.
1.1(41)	<p>(44) Rights of Access Certificate means a certificate issued by the Company (which may be in digital or electronic form) in relation to a Landholding:</p> <p>(e) evidencing (but not conferring an entitlement to) Rights of Access; and</p> <p>(f) setting out binding conditions that apply with respect to the Landholding under clause Error! Reference source not found.;</p>	<p>(41) Rights of Access Certificate means a certificate issued by the Company (which may be in digital or electronic form) in relation to a Landholding:</p> <p>(a) evidencing (but not conferring an entitlement to) Rights of Access; and</p> <p>(b) setting out binding conditions that apply with respect to the Landholding under clause 12.2(2);</p>	(ADMIN) Change to clause reference.
1.1(43)	(46) Rules means the rules of, and determinations by, the Company published on the Company's web site and expressed to be binding under the Water Delivery Contract and the Water Entitlements Contract;	(43) Rules means the rules of, and determinations by, the Company published on the Company's web site, including as introduced or amended from time to time , and expressed to be binding under the Water Delivery Contract and the Water Entitlements Contract, including but not limited to the Access and Ordering Rules, the Charges Rules, the Development Rules, the Drainage Use Rules, the Surplus Water Rules and the Transfer Rules ;	(CONTEXT) Expanding on the definition of 'Rules' to confirm that any introductions or changes to the Rules fall within the definition of 'Rules' as per this Contract and to clarify the Rules that are referred to for the purposes of this clause.
1.1(44)	(49) Single Water Allocation Account has the same meaning as that given by the Transfer Rules;	(44) Single Water Allocation Account has the same meaning as that given by the Transfer Rules;	(ADMIN) Change in sequence to follow alphabetical order.

1.1(47)	<p>(50) Transfer Rules means the rules determined by the Company in relation to, among other things, the arrangements for:</p> <ul style="list-style-type: none"> (a) the transfer of Water Allocation into or out of a Water Allocation Account; (b) the conversion of Water Entitlements from one category to another; (c) the leasing of Water Entitlements; (d) the permanent transfer, termination and surrender of, and other dealings with, Water Entitlements and Rights of Access; (e) reducing the share component of an Access Licence held by the Company to allow Water Entitlements to be transformed, in whole or in part, into an Access Licence that is held by someone other than the Company; and (f) the transfer and cancellation of, and other dealings with, shares in the Company; 	<p>(47) Transfer Rules means the rules determined by the Company in relation to, among other things, the arrangements for:</p> <ul style="list-style-type: none"> (a) the conversion of Water Entitlements from one category to another; (b) the transfer, leasing, termination or surrender (where applicable) and other dealings with, Water Allocation, Water Entitlements and Rights of Access; (c) reducing the share component of an Access Licence held by the Company to allow Water Entitlements to be transformed, in whole or in part, into an Access Licence that is held by someone other than the Company; and (d) transfer, forfeiture, cancellation of and other dealings with, shares in the Company; 	<p>(CONTEXT) Sub-clauses (a) and (c) have been deleted for simplification. This is because 'transfer' and now 'leading' are already included in the new clause (b).</p> <p>'Forfeiture' has also been included in the new clause (d) as a means of expanding on the definition of what the Transfer Rules govern.</p>
1.1(49)	<p>(52) Water Allocation Account means an account maintained by the Company which records the crediting, acquiring, debiting and withdrawal of Water Allocation;</p>	<p>(49) Water Allocation Account means an account that the Company must maintain for the Customer which records the crediting, acquiring, debiting and withdrawal of Water Allocation;</p>	<p>(CONTEXT) To confirm that the Company's obligation is to maintain a Water Allocation Account for the Customer.</p>
Interpretation			
1.2(1)(a)	<p>(a) one gender includes the other genders;</p>	<p>(a) one gender includes the other gender;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(1)(b)	<p>(b) the singular includes the plural and the plural include the singular;</p>	<p>(b) the singular includes the plural and vice versa;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(1)(c)	<p>(c) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Contract and references to this Contract include any recital, schedule or annexure;</p>	<p>(c) a recital, clause, schedule or annexure is a reference to those within this Contract;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(1)(d)	<p>(d) any contract (including this Contract), schedule, Rules, other instrument or determination includes any variation or replacement of it from time to time;</p>	<p>(d) any contract (including this Contract), schedule, Rules, other instrument or determination includes any variations or replacements over time;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(5)	<p>(5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;</p>	<p>(5) where a word or expression has a particular meaning, its other forms and grammatical variations have a corresponding meaning;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(7)	<p>(7) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day; and</p>	<p>(7) if an act must be completed on a non-Business day, it should be completed instead on the next Business Day;</p>	<p>(SIMPLIFIED) Simplification.</p>
1.2(8)	<p>(8) a provision of a Document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Document or the inclusion of the provision in the Document.</p>	<p>(8) a provision of a Document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Document or the inclusion of the provision in the Document; and</p>	<p>(ADMIN) Reflects the insertion of clause 1.2(9).</p>

1.2(9)		<p>(9) in the event of any conflict between one or more provisions of the Documents, the following order of precedence shall apply:</p> <ul style="list-style-type: none"> (a) the Rights of Access Register; (b) any Rights of Access Certificates including any conditions noted on those Certificates (provided that a Rights of Access Certificate held by the Company will prevail over any Rights of Access Certificate held by the Customer, and then a later dated Rights of Access Certificate will prevail over an earlier dated Rights of Access Certificate); (c) the Water Entitlements Register; (d) any Water Entitlements Certificates (as defined in the Water Entitlements Contract) including any conditions noted on those Certificates (provided that a Water Entitlements Certificate held by the Company will prevail over any Water Entitlements Certificate held by the Customer, and then a later dated Water Entitlements Certificate will prevail over an earlier dated Water Entitlements Certificate); (e) the Contract; (f) any Water Entitlements Contract held by the Customer; (g) the Rules. 	<p>(CONTEXT) This is a new “hierarchy” clause, to govern the order of precedence for documents if there are any conflicting provisions between them.</p>
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Customer must obtain own advice

2	<p>2.1. The Company does not give advice to the Customer about the Documents or anything connected with the subject matter of the Documents.</p> <p>2.2. The Customer should seek his, her or its own professional advice about the Documents and anything connected with the subject matter of the Documents, including legal, taxation, accounting and financial advice.</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) This has been rationalised with clauses 21 and 35.2.</p>
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Commencement

2.1(2)	<p>(2) if this Contract is not commenced in accordance with clause 3.1(1); and if:</p> <ul style="list-style-type: none"> (e) a copy of the Water Delivery Contract has been posted on the Company’s website or otherwise sent to the Customer; and (f) after that date, the Customer or an Associate of the Customer takes water from or via any of the Company’s Works (whether or not an order was placed in advance); <p>then the Customer is deemed to have entered into the Water Delivery Contract with the Company from the date when the Customer took water</p>	<p>(2) if this Contract is not commenced in accordance with clause 2.1(1); and if:</p> <ul style="list-style-type: none"> (g) a copy of the Water Delivery Contract has been posted on the Company’s web site or otherwise sent to the Customer; and (h) after that date, the Customer or an Associate of the Customer takes or receives water from or via any of the Company’s Works (whether or not an order was placed in advance); <p>then the Customer is deemed to have entered into the Water Delivery Contract with the Company from the date when the Customer took water,</p>	<p>(CONTEXT) Minor adjustment to the existing clause confirming that for any customers who do not return a signed copy of the contract to MI, the contract will become binding on the customer if he or she takes water from the MI network.</p> <p>(ADMIN) Change to clause reference.</p> <p>Grammatical changes.</p>
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	as per clause 3.1(2)(b) above, and is taken to accept all rights and obligations contained in the Water Delivery Contract.	and is taken to accept all rights and obligations in the Water Delivery Contract.	
2.2	<p>3.2. If the Contract is commenced as per clause 3.1(2), the Company is deemed, with authorisation by the Customer, to have completed Schedule 1 of the Water Delivery Contract by entering:</p> <p>(1) the name and contact details of the Customer;</p> <p>(2) the Commencement Date (being the date noted at clause 3.1(2)(b)); and</p> <p>(3) any other information pertaining to the Customer that Schedule 1 (if varied) may require to be entered, from time to time.</p>	<p>2.2. If the Contract is commenced as per clause 2.1(2), the Company is deemed, with authorisation by the Customer, to have completed Schedule 1 of the Water Delivery Contract by entering:</p> <p>(1) the name and contact details of the Customer;</p> <p>(2) the Commencement Date (being the date noted at clause 2.1(2)(b)); and</p> <p>(3) any other information pertaining to the Customer that Schedule 1 (if varied) may require to be entered, from time to time.</p>	(ADMIN) Change to clause reference.
Rights of Access			
3	<p>4.1. Subject to the Documents, the Customer is entitled to the Rights of Access in respect of which the Customer is the registered holder in the Rights of Access Register.</p> <p>4.2. The Customer acknowledges and agrees that:</p> <p>(a) termination fees are payable under the Charges Rules in connection with the termination or surrender of all or any part of the Customer's Rights of Access; and</p> <p>(b) disconnection fees are payable under the Charges Rules in respect of the reasonable costs incurred by the Company by reason only of removing or disabling a physical connection between the Company's Works and the Customer's Works or a Landholding.</p>	<p>3.1. Subject to the Documents, the Customer is entitled to the Rights of Access in respect of which the Customer is the registered holder in the Rights of Access Register.</p> <p>3.2. Termination fees are payable under the Charges Rules in connection with the termination or surrender of all or any part of the Customer's Rights of Access.</p> <p>3.2. Disconnection fees are payable under the Charges Rules in respect of the reasonable costs incurred by the Company by reason of removing or disabling a physical connection between the Company's Works and the Customer's Works or Landholding.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Grammatical changes.</p>
Rights of Access Certificates			
4.1	5.1. Customer whose name is entered as a holder of a Right of Access in the Rights of Access Register is entitled to one Rights of Access Certificate per Landholding, for the Rights of Access registered in the Customer's name in respect of that Landholding.	4.1 A Customer whose name is entered as a holder of a Right of Access in the Rights of Access Register is entitled to one Rights of Access Certificate per Landholding, for the Rights of Access registered in the Customer's name in respect of that Landholding. <i>Where Rights of Access are held jointly by several persons, the Company is not bound to issue more than one Rights of Access Certificate in relation to those Rights of Access.</i>	(SIMPLIFIED) Rewritten as a means of simplification.
5.3	5.3. Where Rights of Access are held jointly by several persons, the Company is not bound to issue more than one Rights of Access Certificate in relation to those Rights of Access.	Clause deleted	(SIMPLIFIED) Wording of the previous clause 5.3 consolidated into clause 4.1.
4.3	5.4. A Rights of Access Certificate in respect of a Landholding must state: <p>(1) the name of the Company;</p> <p>(2) the name of the Customer;</p>	4.3. A Rights of Access Certificate in respect of a Landholding must state <i>the matters at clauses 1.1(42)(a), 1.1(42)(d)(i)-(iv), and:</i> <p>(1) the name of the Company;</p>	(SIMPLIFIED) The matters in the previous clause 5.4(4) have been consolidated into clauses 1.1(42)(a), 1.1(42)(d)(i)-(iv). Clause 4.3 has been rewritten to reflect this and to simplify the current clause.

	<p>(3) a description of the Landholding and the landholding reference number applicable to the Landholding;</p> <p>(4) in respect of the Landholding:</p> <p>(a) the Connections;</p> <p>(b) the number of Delivery Entitlements;</p> <p>(c) the Expiry Date of any Fixed Term Delivery Entitlement; and</p> <p>(d) any inlets from the Landholding to the Company's Works which the Company has approved for Drainage; and</p> <p>(5) any conditions which apply for the purposes of clauses Error! Reference source not found. and 0.</p>	<p>(2) a description of the Landholding and the landholding reference number applicable to the Landholding;</p> <p>(3) any conditions which apply for the purposes of clauses 12.2(2).</p>	<p>(ADMIN) Grammatical changes.</p>
4.4	<p>5.5. The Company will hold all Rights of Access Certificates of the Customer. However the Customer may, by notice in writing to the Company, direct the Company to make the Customer's Rights of Access Certificate(s) available for inspection, or provide the Customer with a copy of the Customer's Rights of Access Certificate(s).</p>	<p>4.4. The Company will hold all Rights of Access Certificates of the Customer. However the Customer may direct in writing that the Company make the Customer's Rights of Access Certificate(s) available for inspection or provide a copy of the Customer's Rights of Access Certificate(s).</p>	<p>(SIMPLIFIED) Simplification of language.</p>
5.6	<p>5.6. The Customer acknowledges that, to the extent of any inconsistency:</p> <p>(1) the Rights of Access Certificate as maintained by the Company prevails over a copy of a Rights of Access Certificate;</p> <p>(2) a later dated Rights of Access Certificate prevails over an earlier dated Rights of Access Certificate; and</p> <p>(3) the Rights of Access Register prevails over any Rights of Access Certificate.</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) The inconsistency issue is now dealt with at clause 1.2(9).</p>
Water Allocation Account			
6.1	<p>6.1. The Company must maintain a Water Allocation Account for the Customer.</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) Reflects clause 1.1(48).</p>
5.2	<p>6.2. Notwithstanding clause 6.2, if the Customer:</p> <p>(1) has an urgent need for a quantity of water beyond the quantity available in the Customer's Water Allocation Account to be delivered to the Customer's Landholding; and</p> <p>(2) then takes or orders water for delivery by the Company in accordance with that need;</p> <p>the Company may, subject to the Access and Ordering Rules and this Contract, permit the Customer's Water Allocation Account to have a balance of less than zero, but only to the extent of clause 6.3(1)-(2) above.</p>	<p>5.2. Notwithstanding clause 5.1, if the Customer:</p> <p>(1) has an urgent need for water beyond the quantity available in the Customer's Water Allocation Account to be delivered to the Customer's Landholding; and</p> <p>(2) then takes or orders water for delivery by the Company in accordance with that need;</p> <p>the Company may, subject to the Access and Ordering Rules and this Contract, permit the Customer's Water Allocation Account to have a balance of less than zero., to the extent of clause 5.2(1)-(2).</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Change to clause reference.</p>

5.3	<p>6.4. If the Company permits the Customer's Water Allocation Account to have a balance of less than zero as per clause 6.3:</p> <p>(1) the Customer is required (by way of Annual Transfer, as defined in the Transfer Rules, or otherwise) to do all things necessary to ensure that the Customer's Water Allocation Account is credited such that it has a balance not less than zero, by the end of the following month; and</p> <p>(2) after the end of the following month, the Company may treat any remaining negative balance in the Customer's Water Allocation Account as being an Unauthorised Overdraw (as defined in the Charges Rules), in addition to any other rights or remedies available to the Company under the Documents.</p>	<p>5.3 If the Company permits the Customer's Water Allocation Account to have a balance of less than zero as per clause 5.2:</p> <p>(1) the Customer is required (by way of Annual Transfer, as defined in the Transfer Rules, or otherwise) to do all things necessary to ensure that the Customer's Water Allocation Account is credited to a balance of zero or above by the end of the following month; and</p> <p>(2) after the end of the following month, the Company may treat any remaining negative balance in the Customer's Water Allocation Account as being an Unauthorised Overdraw (as defined in the Charges Rules), in addition to any other rights or remedies available to the Company under the Documents.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Change to clause reference.</p>
Delivery of water			
6.1	<p>7.1. Subject to the Documents and seasonal and operating conditions permitting, the Company must use its reasonable endeavours to deliver Water Allocation to the Customer during the Water Year in accordance with the Customer's Delivery Entitlements and the Access and Ordering Rules.</p>	<p>6.1. Subject to the Documents and seasonal and operating conditions permitting, the Company must use its reasonable endeavours to deliver Water Allocation to the Customer during the Water Year in accordance with the Access and Ordering Rules and:</p> <p>(1) the Customer's Delivery Entitlements; or</p> <p>(2) where a Customer does not hold Delivery Entitlements or has exercised the rights under clause 26.1(21)(a) in respect of the Customer's Delivery Entitlements in a Water Year, then the Customer has the right to delivery of water to the Connection or, if there is no Connection, to the Company's Supply Works determined by the Company.</p>	<p>(SIMPLIFIED) This clause has been re-written so that the Company's delivery obligations are all summarised in successive clauses. The role of DEs is highlighted as a sub-clause to those obligations, rather than a separate clause that is disjointed.</p> <p>The previous clause 7.4 is inserted as a sub-clause in clause 6.1(2).</p>
6.2		<p>6.2. The Company's obligations for delivery of Water Allocation under clause 6.1(2) are subject to the Company being satisfied that it will have sufficient water flows available to fulfil all approved water orders placed by holders of Delivery Entitlements exercising rights under clause 26.1(21)(a) of their respective Water Delivery Contracts in the relevant part of the Company's Supply Works during the relevant period.</p>	<p>(CONTEXT) Clause inserted to clarify the rights given in clause 6.1(2).</p>
6.3	<p>7.2. The Company is under no obligation to deliver water:</p> <p>(1) unless and until the Company has a volume of water available to it under the Murrumbidgee Irrigation (conveyance) Access Licence which is sufficient for the delivery of water by the Company to the Customer and all other holders of Delivery Entitlements;</p> <p>(2) in excess of the Water Allocation;</p> <p>(3) unless and until the Company and the Customer have agreed upon satisfactory arrangements for:</p> <p>(a) payment of arrears (if any) of, and security for the payment of, Charges; or</p>	<p>6.3. The Company is under no obligation to deliver water:</p> <p>(1) unless and until the Company has a volume of water available to it under the Murrumbidgee Irrigation (conveyance) Access Licence which is sufficient for the delivery of water by the Company to the Customer and all other holders of Delivery Entitlements;</p> <p>(2) in excess of the Water Allocation in the Customer's Water Allocation Account;</p> <p>(3) until the Company and the Customer have agreed upon satisfactory arrangements for:</p> <p>(a) payment of arrears (if any) of Charges; or</p>	<p>(CONTEXT) Security provisions are no longer in the Contract.</p> <p>(SIMPLIFIED) Simplification of language.</p>

	<p>(b) repayment of water debts or water borrowings (including by debiting the Customer's Water Allocation Account);</p> <p>(4) if the Customer has otherwise agreed, including under any contract with the Company;</p> <p>(5) if the Company has closed any relevant part of the Company's Works, including under clause Error! Reference source not found. or clause Error! Reference source not found.;</p> <p>(6) unless and until the Company is reasonably satisfied that the Customer's Works and the Company's Works are adequate and have sufficient capacity to deal with the delivery of water to the Customer;</p> <p>(7) unless and until the Customer has complied with reasonable requests (if any) from the Company to notify the Company of the Customer's intended use of water delivered to the Customer under this Contract for the relevant Water Year, including for the purposes either of demand management or water use efficiency monitoring programs, and the Company has approved that use;</p> <p>(8) if the Company reasonably believes that the water to be delivered to the Customer is not of a quality suitable for delivery, including where it is contaminated;</p> <p>(9) if delivery of water would, in the reasonable opinion of the Company, contravene the Company's obligations under a Legal Requirement;</p> <p>(10) if delivery of water would, in the reasonable opinion of the Company, result in a breach of any right or entitlement of a third party where such breach might reasonably expose the Company to liability to such third party; or</p> <p>(11) if the Company is entitled elsewhere in the Documents to suspend the delivery of water to the Customer.</p>	<p>(b) repayment of any water debts or water borrowings (including by debiting the Customer's Water Allocation Account);</p> <p>(4) if the Customer has otherwise agreed, including under any contract with the Company;</p> <p>(5) if the Company has closed any relevant part of the Company's Works, including under clause 15;</p> <p>(6) unless and until the Company is reasonably satisfied that the Customer's Works and the Company's Works are adequate and have sufficient capacity to deal with the delivery of water to the Customer;</p> <p>(7) until the Customer has complied with reasonable requests (if any) to notify the Company of the Customer's intended use, and the Company has approved that use;</p> <p>(8) if the Company reasonably believes that the water to be delivered to the Customer is not of a quality suitable for delivery, including where it is contaminated;</p> <p>(9) if delivery of water would, in the reasonable opinion of the Company, contravene the Company's obligations under a Legal Requirement or expose the Company to liability to a third party;</p> <p>(10) if the Company is entitled elsewhere in the Documents to suspend the delivery of water to the Customer.</p>	
7.3	7.3. The Customer acknowledges that the Company is only obligated to deliver to a Customer water that is held in that Customer's Water Allocation Account.	Clause deleted	(SIMPLIFIED) Superfluous clause, now dealt with at clause 6.3(2).
7.4	7.4. Where, in respect of a Connection, the Customer has exercised all of the rights under clause 26.1(21)(a) in respect of the Customer's Delivery Entitlements in a Water Year, then, subject to the Documents and if seasonal and operating conditions permit, the Customer has the right to delivery of water to the Connection or, if there is no Connection, to the Company's Supply Works determined by the Company.	Clause deleted	(SIMPLIFIED) Clause brought up to the new clause 6.1(2).
7.5	7.5. Subject to the Documents, the Company must use its reasonable endeavours to deliver water ordered under clause 7.4 in accordance with the Access and Ordering Rules, provided that the Company is satisfied that it will have sufficient water flows available to fulfil all approved water orders placed by holders of Delivery Entitlements exercising rights under clause 26.1(21)(a) of	Clause deleted	(SIMPLIFIED) Superfluous clause where its intended meaning is covered under clause 6.2 and 6.3.

	their respective Water Delivery Contracts in the relevant part of the Company's Supply Works during the relevant period.		
6.4	7.6. If the Company determines that it is under no obligation to deliver water on the basis of clause 0, the Company must publish on the Company's web site reasons for its determination but this is not a condition of the determination taking legal effect.	6.4. If the Company determines that it is under no obligation to deliver water on the basis of clause 0, the Company must publish on the Company's web site reasons for its determination but this is not a condition of the determination taking legal effect.	(ADMIN) Change to clause reference.
Measurement of water usage			
9.2	9.2. The Company may, at any time, on reasonable notice to the Customer, enter a Landholding to install, commission, operate, repair, replace, maintain or improve a Meter on the Landholding to the reasonable satisfaction of, and complying with the standards specified by, the Company.	Clause deleted	(SIMPLIFIED) Clause included in the new clause 15.
8.3	9.4. Where a Meter is installed and commissioned by the Customer, with the approval of the Company, title to the Meter (and property in it): 8.2.1. remains solely with the Customer until it is installed and commissioned to the satisfaction of the Company; and 8.2.2. passes from the Customer to the Company with effect from installation and commissioning.	8.3. Where a Meter is installed and commissioned by the Customer, with the approval of the Company, title to the Meter (and property in it) remains solely with the Customer until it is installed and commissioned to the satisfaction of the Company, and from that point in time passes from the Customer to the Company.	(SIMPLIFIED) Simplification of language.
9.5	9.5. The Company must use its reasonable endeavours to maintain the Meter in good repair and condition in accordance with any standards specified by the Company. The Company may, after giving reasonable notice to the Customer where possible, enter a Landholding for that purpose.	Clause deleted	(SIMPLIFIED) Clause included in the new clause 8.7.
8.7	9.9. The Customer must not interfere with, alter or remove, or allow interference, alteration or removal of, a Meter without the prior consent of the Company.	8.7. The Company must use its reasonable endeavours to maintain the Meter in good repair and condition in accordance with any standards specified by the Company. The Customer must not interfere with, alter or remove, or allow interference, alteration or removal of, a Meter without the prior consent of the Company.	(SIMPLIFIED) Clause amended to include a simplified version of the previous clause 9.5.
8.8	9.10 If the Customer becomes aware that: (1) a person has interfered with, altered or removed a Meter without the prior consent of the Company; or (2) a Meter has been damaged or is otherwise not operating correctly; the Customer must immediately notify the Company of such interference, alteration, removal, damage or incorrect operation.	8.8. If the Customer becomes aware that: (1) a person has interfered with, altered or removed a Meter without the prior consent of the Company; or (2) a Meter has been damaged or is otherwise not operating correctly; the Customer must immediately notify the Company.	(SIMPLIFIED) Simplification of language.
8.9	9.11 All Costs reasonably incurred by the Company or the Company's Personnel in: (1) investigating the taking or use of water by the Customer not measured by a Meter; (2) measuring or estimating the volume of water taken by the Customer not measured by a Meter;	8.9. The Customer must, on demand from the Company, pay for all costs reasonably incurred by the Company in: (1) investigating the taking or use of water by the Customer not measured by a Meter; (2) measuring or estimating the volume of water taken by the Customer not measured by a Meter;	(SIMPLIFIED) Simplification of language.

	<p>(3) purchasing, installing, commissioning or improving a Meter;</p> <p>(4) repairing any Damage to a Meter; or</p> <p>(5) replacing a Meter that does not comply with the standards specified by the Company;</p> <p>will, to the extent that the Costs are incurred as a result of, or in connection with, the wilful misconduct of the Customer or the Customer's Associates or Personnel, constitute a debt due from the Customer to the Company that must be paid by the Customer to the Company on demand.</p>	<p>(3) purchasing, installing, commissioning, improving or repairing a Meter; or</p> <p>(4) replacing a Meter that does not comply with the standards specified by the Company,</p> <p>to the extent that the costs are incurred as a result of, or in connection with, the wilful misconduct of the Customer or the Customer's Associates or Personnel.</p>	
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Deemed delivery of water

<p>9.3</p>	<p>10.3 Where:</p> <p>(1) there is no Meter or other instrument measuring delivery of water which has been approved by the Company for the purposes of assessing relevant Charges payable by the Customer;</p> <p>(2) in the opinion of the Company, the Meter is measuring incorrectly, not operating properly or not operating;</p> <p>(3) in the opinion of the Company, water has been taken by, or delivered to, the Customer without having been ordered for delivery under the Documents; or</p> <p>(4) in the opinion of the Company, more water has been taken by, or delivered to, the Customer than the Customer has ordered under the Documents,</p> <p>the Company may determine the volume of water taken by, or delivered to, the Customer (Unmeasured Water) using any reasonable means it considers fit.</p>	<p>9.3. Where:</p> <p>(1) there is no approved Meter or other instrument measuring delivery of water; or</p> <p>(2) in the opinion of the Company:</p> <p>(i) the Meter is measuring incorrectly, not operating properly or not operating;</p> <p>(j) water has been taken by, or delivered to, the Customer without having been ordered for delivery under the Documents; or</p> <p>(k) more water has been taken by, or delivered to, the Customer than the Customer has ordered under the Documents,</p> <p>the Company may determine the volume of water taken by, or delivered to, the Customer (Unmeasured Water) using any reasonable means it considers fit. The Company's determination of the volume of Unmeasured Water will be taken to be the actual volume of Unmeasured Water. The Company must give notice to the Customer of its determination of the volume of Unmeasured Water.</p>	<p>(SIMPLIFIED) Simplification of language.</p>
<p>10.4</p>	<p>10.4 The Company's determination of the volume of Unmeasured Water will be taken to be the actual volume of Unmeasured Water, unless the Customer appeals under clause 0.</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) Amended to reflect the changes in clause 9.4.</p>
<p>9.4</p>	<p>10.5 The Company must give to the Customer notice of its determination of the volume of Unmeasured Water. The Customer has the right to appeal the Company's decision by giving notice of the appeal to the Company (setting out particulars of, reasons for and information in support of, the Customer's appeal) within 14 days after the notice of the Company's determination is given to the Customer. If the Customer gives the Company notice of an appeal in accordance with this clause, the Company must:</p> <p>(1) examine and give due and proper consideration to the particulars, reasons and information set out in the notice of the appeal; and</p>	<p>9.4. The Customer has the right to appeal the Company's decision within 14 days of receiving the notice required by clause 9.3. Any appeal is to be given by way of Notice to the Company (setting out particulars of, reasons for and information in support of, the Customer's appeal). On receipt of any appeal in accordance with clause 9.4, the Company must:</p> <p>(1) examine and give due and proper consideration to the particulars, reasons and information set out in the notice of the appeal; and</p>	<p>(SIMPLIFIED) Simplification of language around the appeal process for any determination by the Company of deemed delivery of water.</p>

	<p>(2) make a determination regarding the Customer's appeal within 28 days after receipt of the notice of the appeal and give the Customer notice of the determination, including reasons.</p> <p>If the Customer's appeal is upheld, the Company must vary or amend its notice of determination of the volume of Unmeasured Water.</p>	<p>(2) within 28 days after receipt of the appeal, give the Customer notice of the Company's determination of that appeal, including reasons.</p>	
9.5		<p>9.5. If the Customer's appeal is upheld, the Company must vary or amend its notice of determination of the volume of Unmeasured Water.</p>	<p>(SIMPLIFIED) Amended to reflect the changes in clause 9.4.</p>
9.6	<p>10.6 If the Company makes a determination under clause 0, or a varied or amended determination under clause 0, then, without limiting the Company's rights under clause 0:</p> <p>(1) the Company may debit a volume of Water Allocation from the Customer's Water Allocation Account equal to the volume of Unmeasured Water;</p> <p>(2) if the Customer has less Water Allocation in his, her or its Water Allocation Account than the volume of Unmeasured Water, the Company may do one or both of the following:</p> <p>(l) require the Customer to pay to the Company an amount determined by the Company which constitutes a reasonable estimate of the market value of the volume of Unmeasured Water that is not debited under clause 0; or</p> <p>(m) put the Customer's Water Allocation Account into a negative balance; and</p> <p>(3) the Customer must pay to the Company an amount determined by the Company which constitutes a reasonable estimate of the Charges payable for delivery of the Unmeasured Water.</p>	<p>9.6. If the Company makes a determination under clause 0, or a varied or amended determination under clause 9.5, then, without limiting the Company's rights under clause 0:</p> <p>(1) the Company may debit a volume of Water Allocation from the Customer's Water Allocation Account equal to the volume of Unmeasured Water;</p> <p>(2) if the Customer has less Water Allocation in his, her or its Water Allocation Account than the volume of Unmeasured Water, the parties have rights and obligations as per clauses 5.3 and 5.4.</p>	<p>(SIMPLIFIED) Clause shortened to reflect that rights and obligations have already been set out in clauses 5.3 and 5.4.</p> <p>(ADMIN) Change to clause reference.</p>
Rules and other conditions			
12.1	<p>13.1. The Company must publish the Rules on the Company's web site. The Rules may be varied, amended, supplemented or replaced from time to time in accordance with clause Error! Reference source not found.</p>	<p>12.1 The Company must publish the Rules on the Company's web site.</p>	<p>(SIMPLIFIED) Simplification of language. Amended to reflect the existing clause 28.</p>
13.3	<p>13.3 To the extent that there is an inconsistency between a provision in any of the documents specified in clause 0 and another provision in any of them or between a provision in any of those documents and a provision in another of those documents:</p> <p>(1) a specific provision takes precedence over a general provision; and</p> <p>(2) otherwise, to the extent necessary to resolve the inconsistency, the following order of precedence applies:</p> <p>(a) any other conditions set out in a Rights of Access Certificate;</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) Superfluous clause where its intended meaning is dealt with by the new hierarchy clause 1.2(9).</p>

(b) this Contract; and
(c) the Rules.

Goods and services tax

<p>13.1</p>	<p>14.1. In this clause Error! Reference source not found.:</p> <p>(1) GST means GST as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) as amended (GST Act) or any replacement or other relevant legislation and regulations;</p> <p>(2) unless otherwise defined in the Documents, words and expressions used or defined in the GST law (as defined in the GST Act) have the same meaning in the Documents;</p> <p>(3) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;</p> <p>(4) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and</p> <p>(5) if GST law treats a supply as mixed supply, any such part of the supply is to be treated as a separate supply.</p>	<p>13.1 In this clause 13:</p> <p>(1) GST means GST as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) as amended (GST Act) or any replacement or other relevant legislation and regulations;</p> <p>(2) unless otherwise defined in the Documents, words and expressions used or defined in the GST law (as defined in the GST Act) have the same meaning in the Documents; and</p> <p>(3) if GST law treats a supply as mixed supply, any such part of the supply is to be treated as a separate supply.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Change to clause reference.</p>
<p>13.3</p>	<p>14.3. If any supply made under or in connection with the Documents is a taxable supply, the consideration otherwise to be paid or provided for that supply is increased by the amount of any GST payable in respect of that supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is to be paid, provided that a valid tax invoice is delivered to the recipient of the taxable supply.</p>	<p>13.3. If any supply made under or in connection with the Documents is a taxable supply, the consideration to be paid or provided is increased by the amount of any GST payable in respect of that supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is to be paid, provided that a valid tax invoice is delivered to the recipient of the taxable supply.</p>	<p>(SIMPLIFIED) Simplification of language.</p>

Closure of company's supply works

<p>16</p>	<p>16.1 The Company may, one or more times each Water Year, after giving reasonable notice (which need not exceed 30 days) to the Customer, close the Company's Supply Works.</p> <p>16.2 If the Company closes the whole or any part of the Company's Supply Works other than for maintenance or repairs, the Company must publish on the Company's web site reasons for the closure but this is not a condition of the closure taking effect. Where possible, the Company must give the Customer reasonable notice prior to the closure, taking into account the circumstances giving rise to the need to close the Company's Supply Works.</p>	<p>Clause deleted</p>	<p>(SIMPLIFIED) Clause consolidated with new clause 15.</p>
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Construction, maintenance, repair and closure of works

15.2		15.2 The Company may, after giving reasonable notice (which need not exceed 30 days) to the Customer, close the Company's Supply Works. The Company must publish on the Company's web site reasons for the closure but this is not a condition of the closure taking effect.	(SIMPLIFIED) This clause deals with the same subject matter as the previous clause 16 (closure of supply works).
15.3	17.2.If it is reasonably foreseeable that: (1) the Company proposes to carry out an act under clause Error! Reference source not found. ; (2) the act to be carried out is material in nature (and not a general day-to-day activity of the Company); and (3) the act will have the effect of requiring the Customer to make significant changes (at the Customer's Cost) to the Customer's Works,	15.3. If it is reasonably foreseeable that: (1) the Company proposes to carry out an act under clause 15.1; (2) the act to be carried out is material in nature (and not a general day-to-day activity of the Company); and (3) the act will have the effect of requiring the Customer to make significant changes (at the Customer's Cost) to the Customer's Works, then the Company must give the Customer reasonable notice of the material act the Company proposes to carry out and must give the Customer a reasonable opportunity to raise matters of concern in connection with the proposal. The Company must take into account all legitimate and reasonable matters raised by the Customer and modify the proposal to the extent the Company considers practical and appropriate (acting reasonably and in good faith) to take account of legitimate and reasonable matters raised by the Customer	(ADMIN) Change to clause reference.
Construction or planting on or near company's land or works			
18.1	18.1 The customer must ensure that any construction work or planting that the Customer or the Customer's Associates carry out on or adjacent to the Company's land or the Company's Works is in accordance with the Development Rules, and are not in breach of any Legal Requirements, including Legal Requirements which may be imposed directly on the Customer by a Government Agency.	Clause deleted	(SIMPLIFIED) Superfluous clause given that this topic is covered by the Development Rules which are incorporated into the Contract.
Customer to provide information			
20.1	20.1 The Customer must comply with a notice by the Company requesting that the Customer provide the Company with information required by the Company to comply with a Legal Requirement. The notice must give the Customer at least 45 days to comply except where the Company determines that it is necessary to require compliance within a lesser period in order for the Company to comply with the Company's obligations under a Legal Requirement, in which case the Company may require compliance within the lesser period.	Clause deleted	(SIMPLIFIED) Clause consolidated with new clause 26.66.
Subdivision			
17.1	21.1 Where a Customer intends to lodge a plan of subdivision with a Government Agency in respect of a Landholding, or, where no plan of subdivision is required, decides to subdivide a Landholding, the Customer must: (1) submit an application to the Company to:	17.1 Where a Customer intends to lodge a plan of subdivision with a Government Agency in respect of a Landholding, or, where no plan of subdivision is required, decides to subdivide a Landholding, the Customer must: (1) submit an application to the Company to:	(SIMPLIFIED) Clause 21.1(2) has been changed to 17.1(1)(c).

	<p>(n) allocate the Customer's existing Rights of Access; and</p> <p>(o) where applicable, enter into new contractual arrangements for the newly created Landholdings; and</p> <p>(2) ensure that the subdivision of the Landholding otherwise complies with the Development Rules and the Drainage Use Rules.</p>	<p>(a) allocate the Customer's existing Rights of Access; and</p> <p>(b) where applicable, enter into new contractual arrangements for the newly created Landholdings; and</p> <p>(c) ensure that the subdivision of the Landholding otherwise complies with the Development Rules and the Drainage Use Rules.</p>	
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Damage to company's works

<p>18</p>	<p>22.1 The Customer must ensure that livestock owned or under the control of the Customer or any of the Customer's Associates do not cause any Damage to the Company's Works.</p> <p>22.2 If the Company determines that, on the basis of available evidence, there are livestock owned or under the control of a Customer and there is a possibility that those livestock could cause damage to the Company's Works, then the Company may, where it would be detrimental to the Company's Works not to do so, give a notice to the Customer requiring the Customer to construct, maintain and replace a fence in accordance with specifications required by the Company (which must not be unreasonable).</p> <p>22.3 The Customer must, at the Customer's Cost, and in accordance with all relevant laws:</p> <p style="padding-left: 40px;">(1) comply with any notice given by the Company under clause 0 within three months after the notice is received; and</p> <p style="padding-left: 40px;">(2) ensure that steps are taken in the interim to prevent livestock from causing Damage to the Company's Works.</p> <p>22.4 If the Customer defaults under clause 0, the Company may enter, or may procure another person to enter, a Landholding and take action to remedy the Customer's default at the Customer's cost as deemed necessary or desirable by the Company, acting reasonably.</p> <p>22.5 Unless stated otherwise, all fences constructed under this clause will be the responsibility of the Customer.</p>	<p>18.1 The Customer must ensure that the Customer, the Customer's Associates or livestock owned or under the control of the Customer do not cause any Damage to the Company's Works.</p> <p>18.2 Without limiting the Company's rights under clause 19, if the Customer, or any of the Customer's Associates, damages, destroys or interferes with the Company's Works in contravention of clause 18.1, then the Company may issue a notice to the Customer providing particulars of the damage, destruction or interference and inviting the Customer to show cause why the Company should not hold the Customer responsible.</p> <p>18.3 The Company must give due and proper consideration to the particulars, reasons and information set out in any response from the Customer to a notice issued under clause 18.2, and advise the Customer in writing if the Company accepts that the Customer should not be held responsible for the damage, destruction or interference.</p> <p>18.4 If the Customer has failed to respond to a notice issued under clause 18.2 after 28 days, or if notwithstanding a response from the Customer the Company is reasonably satisfied that the Customer or the Customer's Associates are directly or indirectly responsible for the damage, destruction or interference, the Company may:</p> <p style="padding-left: 40px;">(1) require the Customer to pay the cost of the damage, destruction or interference, where such cost will constitute a debt due to the Company on demand; or</p> <p style="padding-left: 40px;">(2) give notice to the Customer that any further instances of damage, destruction or interference may be treated by the Company as an Event of Default.</p> <p>18.5 Without affecting the Company's rights under clauses 18.1 to 18.4, if the Company determines that, on the basis of available evidence, livestock owned or under the control of the Customer could cause damage to the Company's Works, then the Company may, where it would be detrimental to the Company's Works not to do so, give a notice to the Customer requiring the Customer to construct, maintain and replace a fence in</p>	<p>(CONTEXT) Clause 18 has been rewritten to consolidate both the previous clauses 22 and 23.</p>
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		<p>accordance with specifications required by the Company (which must not be unreasonable).</p> <p>18.6 The Customer must, at the Customer's Cost, and in accordance with all relevant laws:</p> <ul style="list-style-type: none"> (1) comply with any notice given by the Company under clause 18.5 within three months after the notice is received; and (2) ensure that steps are taken in the interim to prevent livestock from causing Damage to the Company's Works. <p>18.7 If the Customer defaults under clause 18.6, the Company or its agents may enter a Landholding and take action to remedy the Customer's default at the Customer's cost as deemed necessary or desirable by the Company, acting reasonably.</p> <p>18.8 Unless stated otherwise, all fences constructed under this clause will be the responsibility of the Customer.</p>	
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Damage to company's works

<p>23</p>	<p>23.1 This clause Error! Reference source not found. does not limit, or apply to Damage referred to in, clause Error! Reference source not found.</p> <p>23.2 The Customer must ensure that the Customer and the Customer's Associates do not Damage, destroy or interfere with the Company's Works.</p> <p>23.3 If the Customer, or any of the Customer's Associates, Damages, destroys or interferes with the Company's Works in contravention of clause 0, then the Company may issue a warning to the Customer that it holds the Customer responsible for such Damage and provide an opportunity for the Customer to show cause why the Company should not hold the Customer responsible.</p> <p>23.4 If, after the Customer has responded under clause 0, the Company is reasonably satisfied that neither the Customer nor any of the Customer's Associates is directly or indirectly responsible for the Damage, the Company must give the Customer notice that it does not hold the Customer responsible for the Damage.</p> <p>23.5 If, after the Customer has responded under clause 0, the Company is reasonably satisfied that either the Customer or any of the Customer's Associates is directly or indirectly responsible for the Damage, the Company may:</p> <ul style="list-style-type: none"> (1) require the Customer to pay the Cost of the Damage to the Company's Works and this Cost will constitute a debt due from the Customer to the Company that must be paid by the Customer to the Company on demand; or (2) give the Customer notice that any subsequent occasions of Damage to the Company's Works may result in the suspension or cancellation of any water deliveries to the adjacent Landholding, in addition to a Claim for recovery of the reasonable cost of repairing the Damage. 	<p>Clause deleted</p>	<p>(SIMPLIFIED) Clause 23 has been deleted to reflect the changes to the new clause 18.</p>
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Default

<p>19.1</p>	<p>24.1 An Event of Default occurs if:</p> <ul style="list-style-type: none"> (1) any money payable by the Customer to the Company, including money payable under any of the Documents, remains unpaid for 28 days after the due date for payment; (2) the Customer breaches the terms of an arrangement made to settle outstanding Charges; (3) the Customer repudiates, or commits a material or persistent breach of any of the Documents; (4) the Customer becomes subject to an Insolvency Event; (5) the Customer is not, or ceases to be, the registered proprietor of a Landholding, unless: <ul style="list-style-type: none"> (a) the Company has approved an application by the Customer to terminate or surrender all of the Customer’s Rights of Access associated with the Landholding; or (b) the documents necessary for the Customer to be registered as the registered proprietor of the Landholding with which the Rights of Access are associated have been lodged with the relevant Government Agency and the Customer has not yet been registered as the registered proprietor; or (6) the Customer’s existing manner of use of a Landholding (including application of water), in the reasonable opinion of the Company, breaches, or is likely to breach, any Licences held by the Company, the Customer or third parties, or is otherwise a breach of 21.1 of this Contract. 	<p>19.1 An Event of Default occurs if:</p> <ul style="list-style-type: none"> (1) any money payable by the Customer to the Company remains unpaid for 28 days after the due date for payment; (2) the Customer breaches the terms of an arrangement made to settle outstanding Charges; (3) the Customer repudiates, or commits a material or persistent breach of any of the Documents; (4) the Customer becomes subject to an Insolvency Event; (5) the Customer is not, or ceases to be, the registered proprietor of a Landholding, unless: <ul style="list-style-type: none"> (a) the Company has approved an application by the Customer to terminate or surrender all of the Customer’s Rights of Access associated with the Landholding; or (b) the documents necessary for the Customer to be registered as the registered proprietor of the Landholding with which the Rights of Access are associated have been lodged with the relevant Government Agency and the Customer has not yet been registered as the registered proprietor; or (6) the Customer’s existing manner of use of a Landholding (including application of water), in the reasonable opinion of the Company, breaches, or is likely to breach, any Licences held by the Company, the Customer or third parties, or is otherwise a breach of 21.1 of this Contract. 	<p>(SIMPLIFIED) Simplification of language.</p>
<p>19.3</p>	<p>24.3. From the point in time when an Event of Default occurs until the point in time, if any, at which it is remedied (including where an Event of Default has occurred and is not capable of being remedied), to the maximum extent permitted by law and subject to sections 415D, 434J and 451E of the Corporations Act, the Company may do any, some or all of the following:</p> <ul style="list-style-type: none"> (1) by giving notice to the Customer, suspend delivery of water, without any obligation to make up any delay or shortfall in delivery once the Event of Default is remedied; (2) by giving notice to the Customer, require the Customer to suspend the discharge of Drainage into the Company’s Drainage Works, without any liability for the consequences, including flooding; or (3) by giving notice to the Customer, suspend the Customer's right to use, terminate, surrender, or otherwise deal with, the Customer’s Rights of Access. 	<p>19.3 From the point in time when an Event of Default occurs until the point in time, if any, at which it is remedied (including where an Event of Default has occurred and is not capable of being remedied), to the maximum extent permitted by law, the Company may by giving notice to the Customer do any of the following:</p> <ul style="list-style-type: none"> (1) suspend delivery of water, without any obligation to make up any delay or shortfall in delivery once the Event of Default is remedied; (2) require the Customer to suspend the discharge of Drainage into the Company’s Drainage Works, without any liability for the consequences; or (3) suspend the Customer's right to use, terminate, surrender, or otherwise deal with, the Customer’s Rights of Access. 	<p>(SIMPLIFIED) Simplification of language.</p>
<p>19.4</p>	<p>24.4 Without limiting clause 0 and subject to sections 415D, 434J and 451E of the Corporations Act, if an Event of Default occurs and is incapable of being remedied, or is capable of being remedied but the Customer does not remedy it within 28 days after notice to the Customer requiring it to be remedied, then, to the maximum extent permitted by law, the Company may do any, some or all of the following:</p>	<p>19.4 Without limiting clause 19.3, if an Event of Default occurs and is incapable of being remedied, or is capable of being remedied but the Customer does not remedy it within 28 days after notice to the Customer requiring it to be remedied, then, to the maximum extent permitted by law, the Company may do any of the following:</p>	<p>(SIMPLIFIED) Simplification of language. (ADMIN) Change to clause reference.</p>

	<p>(1) after giving seven days' notice to the Customer, terminate some or all of the Customer's Rights of Access (in which case termination fees will be payable in accordance with clause 0); or</p> <p>(2) terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(a) the Customer's Rights of Access and any Delivery Entitlements will be terminated;</p> <p>(b) the Company must apply a reasonable estimate of the value of any terminated Delivery Entitlements to the money due for payment by the Customer and pay any surplus to the person entitled to it;</p> <p>(c) the Company may remove or disable any physical connection between the Company's Works and the Customer's Works;</p> <p>(d) the Customer may be required to pay termination fees and disconnection fees in accordance with clause Error! Reference source not found.;</p> <p>(e) subject to this Contract, upon termination, each party is released from his, her or its obligation to further perform this Contract; and</p> <p>(f) each party retains the rights, remedies and powers he, she or it has in connection with any past breach or any Claim or obligation (including an obligation to pay money) that has arisen before termination</p>	<p>(1) after giving seven days' notice to the Customer, terminate some or all of the Customer's Rights of Access (in which case termination fees will be payable in accordance with clause 3.2); or</p> <p>(2) terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(a) the Customer's Rights of Access and any Delivery Entitlements will be terminated;</p> <p>(b) the Company must apply a reasonable estimate of the value of any terminated Delivery Entitlements to the money due for payment by the Customer and pay any surplus to the person entitled to it;</p> <p>(c) the Company may remove or disable any physical connection between the Company's Works and the Customer's Works;</p> <p>(d) the Customer may be required to pay termination fees and disconnection fees in accordance with clauses 3.2 and 3.3;</p> <p>(e) subject to this Contract, upon termination, each party is released from his, her or its obligation to further perform this Contract; and</p> <p>(f) each party retains the rights, remedies and powers he, she or it has in connection with any past breach or any Claim or obligation (including an obligation to pay money) that has arisen before termination.</p>	
19.6	24.5.If the Company exercises a power of sale with respect to a Landholding under the <i>Conveyancing Act 1919</i> (NSW) or otherwise, the Customer must deliver possession of the Landholding to the Company within three months after the Company gives notice of its intention to exercise its power of sale.	19.6 All Costs reasonably incurred by the Company directly as a result of, or in connection with, an Event of Default, will constitute a debt due from the Customer to the Company that must be paid by the Customer to the Company on demand.	(SIMPLIFIED) Simplification of language. (ADMIN) Grammatical change.
19.7		19.7 Clauses 19.3, 19.4 and 19.6 are subject to sections 415D, 434J and 451E of the Corporations Act.	(CONTEXT) Clause 18 has been included to reflect the changes in clauses 19.3, 19.4 and 19.6.
Termination by the customer			
20.2	25.2 If the Company receives an application by the Customer that satisfies the requirements of clause 25.1, then:	20.2 If the Company receives an application by the Customer that satisfies the requirements of clause 20.1, then:	(ADMIN) Change to clause reference.
	<p>(1) the Company will give notice to the Customer that the application has been accepted by the Company;</p> <p>(2) subject to this Contract, upon receipt by the Customer of the notice of the Company's approval, this Contract is terminated and each party is released from his, her or its obligation to further perform this Contract; and</p>	<p>(1) the Company will give notice to the Customer that the application has been accepted by the Company;</p> <p>(2) subject to this Contract, upon receipt by the Customer of the notice of the Company's approval, this Contract is terminated and each party is released from his, her or its obligation to further perform this Contract; and</p>	

(3) each party retains the rights, remedies and powers he, she or it has in connection with any past breach or any Claim or obligation (including an obligation to pay money) that has arisen before termination.

(3) each party retains the rights, remedies and powers he, she or it has in connection with any past breach or any Claim or obligation (including an obligation to pay money) that has arisen before termination.

Limitation of liability and indemnity

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- 26.1 Each party releases the other party's Personnel from all Claims, whether in tort (including negligence), statute, contract or otherwise.
- 26.2 Neither party will be liable to the other party under or in respect of the Documents for any Consequential Loss arising from any cause of action (including negligence).
- 26.3 Subject to clause 26.10, the maximum total amount that either party may recover from the other party in respect of any Claim (whether in tort including negligence, statute, contract or otherwise) arising out of or in connection with the Documents (including the negotiations for, or subject matter of, or breach of the Documents) is an amount equal to the amount of all Charges paid by the Customer to the Company in the 12 months immediately preceding the breach or tortious conduct (as the case may be). However, this clause does not limit the amount the Company may recover from the Customer in respect of any Claim for Charges.
- 26.4 The Customer acknowledges and agrees that the Customer does not rely on, any statement or representation made, any advice, opinion, warranty, undertaking, promise, estimate, projection or forecast given, or any conduct of any kind engaged in, in relation to:
- (1) the availability or delivery of water, including the time, depth, flow rate or pressure of water;
 - (2) the quality or fitness for any purpose of any water made available or delivered by the Company;
 - (3) the fitness of water for human or animal consumption, or use in spraying, irrigating crops, food, beverage or ice preparation;
 - (4) whether or not the water has been filtered, or filtered in any particular way;
 - (5) to the extent permitted by law, the subject matter of the Documents; and
 - (6) to the maximum extent permitted by law, the Customer releases the Company and its Personnel from all Claims (whether in tort [but not including negligence], statute, contract or otherwise) and Losses which the Customer may have.
- 26.5 The Customer acknowledges and agrees that the Customer is capable of evaluating the merits and risks of filtering water made available or delivered by the Company.
- 26.6 The Customer is responsible for deciding whether or not to filter, or how to filter, water made available or delivered by the Company.

- 21.1 Each party releases the other party's Personnel from all Claims, whether in tort (including negligence), statute, contract or otherwise.
- 21.2 Subject to clause 21.4, the maximum total amount that either party may recover from the other party in any Claim (whether in tort, under statute, contract or otherwise) arising from or in connection with the Documents (including negotiations for, the subject matter of, or breach of the Documents) is an amount equal to the total of all Charges paid by the Customer to the Company in the 12 months immediately preceding the tort or breach. However this clause does not limit the amount the Company may recover from the Customer in any Claim for Charges.
- 21.3 To the maximum extent permitted by law, neither party will be liable to the other party under or in respect of the Documents for any Consequential Loss arising from any cause of action.
- 21.4 If and to the extent that Part 3-2, Division 1, Subdivision B of the Australian Consumer Law ("Subdivision") applies to services provided to the Customer under the Documents:
- (1) nothing in this Contract is taken to exclude the operation of the Subdivision in relation to the services; and
 - (2) the Customer agrees that the Company's liability for any breach of the provisions of the Subdivision is limited to the cost of supplying the services again.
- 21.5 To the maximum extent permitted by law, the Customer releases the Company from all Claims (whether in tort [but not including negligence], statute, contract or otherwise) and Losses which the Customer may have.
- 21.6 The Customer indemnifies the Company against all Losses incurred by the Company arising out of or in connection with any death or injury to persons, and any loss or damage to real or personal property, caused by an act or omission of the Customer or its Personnel, although the indemnity is to be reduced proportionally to the extent that the Losses were caused by the Company's negligence or intentional act (except where clauses 21.7, 21.10 or 21.11 apply).
- 21.7 Where Rights of Access are held jointly within the meaning of clause 33, or held pursuant to clause 34.3, each holder of the Right of Access indemnifies the Company against all Claims (including Claims by other holders or other third parties), arising from or in connection with the Company acting on any holder's instructions in a manner contemplated by the Documents.
- 21.8 The Customer acknowledges and agrees that the Customer does not rely on, any statement or representation made, any advice, opinion, warranty, undertaking, promise,

(CONTEXT) This clause has been partly rewritten to reflect, where applicable, the consumer guarantee provisions in the Australian Consumer Law (which may apply to some customers). The indemnity given by the customer to the Company for any injury or damage caused by the customer's breach is reduced proportionally to account for any negligence by the Company. There is a new indemnity given by the customer to the Company for any claims that one co-owner may bring against the Company, relating to action taken based on instructions from another co-owner, given the Company's practical inability to see behind co-ownership arrangements.

(SIMPLIFIED) Simplification of language.

	<p>26.7 The Customer is responsible for any Costs of filtering water made available or delivered by the Company and any Loss arising from filtering or not filtering that water.</p> <p>26.8 The Customer acknowledges and agrees that from time to time the Company treats the water that it makes available or delivers with chemicals including for managing weeds, algae, pests or water quality and that after being notified by the Company of such treatment, the Customer takes delivery of that water at the Customer's own risk.</p> <p>26.9 The Company is not liable for any breach of the Documents to the extent that the breach has arisen out of, or the Loss suffered is increased as a result of any act or omission by on behalf the Company for the purpose (directly or indirectly) of compliance with any Legal Requirement.</p> <p>26.10 The Customer indemnifies the Company against all Losses incurred by the Company arising out of or in connection with:</p> <p style="padding-left: 40px;">(1) any death or injury to persons, and any loss or damage to real or personal property, caused by an act or omission of the Customer or its Personnel; or</p> <p style="padding-left: 40px;">(2) any negligent or wilful act or omission of the Customer or its Personnel.</p> <p>26.11 The limitations of liability and indemnities under this clause 26 are in addition to any limitations of liability for indemnities available to the Company by law including under the Act.</p>	<p>estimate, projection or forecast given, or any conduct of any kind engaged in, in relation to:</p> <p style="padding-left: 40px;">(1) the availability or delivery of water, including the time, depth, flow rate or pressure of water;</p> <p style="padding-left: 40px;">(2) the quality or fitness for any purpose of any water made available or delivered by the Company, including for human or animal consumption, or use in spraying, irrigating crops, food, beverage or ice preparation, :</p> <p style="padding-left: 40px;">(3) whether or not the water has been filtered, or filtered in any particular way;</p> <p style="padding-left: 40px;">(4) to the extent permitted by law, the subject matter of the Documents.</p> <p>21.9 The Customer acknowledges and agrees that the Customer is capable of evaluating whether to filter water delivered by the Company, and is responsible for any decision as to whether, when or how to filter that water. The Customer is responsible for Costs of filtering water delivered by the Company and any Loss arising from filtering or not filtering that water.</p> <p>21.10 The Customer acknowledges that from time to time the Company treats the water that it delivers with chemicals including for managing weeds, algae, pests or water quality. After being notified by the Company of such treatment, the Customer takes delivery of that water at the Customer's own risk.</p> <p>21.11 The Company is not liable for any breach of the Documents to the extent that the breach has arisen out of, or the Loss suffered is increased as a result of, any act or omission by on behalf the Company for the purpose (directly or indirectly) of compliance with any Legal Requirement.</p> <p>21.12 The limitations of liability and indemnities under this clause 21 are in addition to any limitations of liability for indemnities available to the Company by law including under the Act.</p>	
Force majeure			
<p>22.1</p>	<p>27.1 In this clause 27, a Force Majeure Event means any serious event or circumstance (including (without limitation) a change of law, an Act of God, a natural disaster (including flood and drought), water shortages, act of war, act of terrorism, act of vandalism, fire, power surge or failure, pandemic, industrial action, major structural failure of a Work, water supply failure, river interruption or biosecurity breach) which a party did not cause and was unable to prevent or control by taking reasonable steps.</p>	<p>22.1 A Force Majeure Event means any serious event or circumstance (including (without limitation) a change of law, an Act of God, natural disaster (including flood and drought), water shortages, act of war, act of terrorism, act of vandalism, fire, power surge or failure, pandemic, industrial action, major structural failure of a Work, water supply failure, river interruption or biosecurity breach) which a party did not cause and was unable to prevent or control by taking reasonable steps.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Grammatical change.</p>
<p>22.2</p>	<p>27.2 If a party is unable in whole or in part, by reason of a Force Majeure Event to carry out any obligation under the Documents (not including the payment of Charges) and gives the other party immediate notice and particulars of:</p> <p style="padding-left: 40px;">(1) the Force Majeure Event;</p> <p style="padding-left: 40px;">(2) its impact on performance of that party's obligations;</p> <p style="padding-left: 40px;">(3) the expected duration of that impact; and</p>	<p>22.2 If a party is unable in whole or in part, by reason of a Force Majeure Event to carry out any obligation under the Documents (not including the payment of Charges) and gives the other party immediate notice and particulars of the Force Majeure Event, its impact on that party's performance and expected duration, then provided that the affected party uses all reasonable diligence to remove and mitigate the impact as quickly as possible, that party's obligations affected by the Force Majeure Event shall be suspended and shall not constitute an Event of Default, but only for as long as the Force Majeure Event continues.</p>	<p>(SIMPLIFIED) Simplification of language.</p>

	(4) the steps the affected party will take to mitigate that impact; then provided that the affected party uses all reasonable diligence to remove and mitigate the Force Majeure Event as quickly as possible, that party's obligations affected by the Force Majeure Event (not including the payment of Charges) shall be suspended and shall not constitute an Event of Default, but only for as long as the Force Majeure Event continues.		
Disputes			
23.1	28.1 If a dispute (other than a dispute relating to unpaid Charges) arises between the Customer and the Company, out of or in connection with the Documents, the disputing party must give the other party written notice of the dispute, setting out with reasonable particularity the basis of the dispute (Notice of Dispute). Neither party may commence Court proceedings (other than for injunctive or other urgent relief) in respect of any such dispute before this clause 28 has been complied with.	23.1 If a dispute (other than a dispute relating to unpaid Charges) arises between the Customer and the Company, out of or in connection with the Documents, the disputing party must give the other party written notice of the dispute, setting out with reasonable particularity the basis of the dispute (Notice of Dispute).	(SIMPLIFIED) Simplification of language.
23.4	28.4 If the dispute subject to the Notice of Dispute is not resolved after conferral and/or mediation and the parties have complied with clauses 28.1 and 28.2 in good faith, the parties may commence Court proceedings in relation to the dispute.	23.4 If the dispute subject to the Notice of Dispute is not resolved after conferral and/or mediation and the parties have complied with clauses 23.1 and 23.2 in good faith, the parties may commence Court proceedings in relation to the dispute.	(ADMIN) Change to clause reference.
Privacy			
24.1	29.1 Without limiting the Company's rights, the Company may disclose, and the Customer consents to the disclosure of, any information (including personal information of the Customer) in accordance with the Privacy Statement.	24.1 Without limiting the Company's rights, the Customer authorises the Company to collect, use and disclose any information (including personal information of the Customer) in accordance with the Company's Privacy Statement.	(CONTEXT) Clarification that this clause gives permission to the Company to collect, use and disclose Customer information.
24.2	29.2 In addition to clause 0 and in respect of a Single Water Allocation Account, all participants of a Single Water Allocation Account consent to the Company disclosing, or making available to the primary applicant of that Single Water Allocation Account any information (including personal information of each participant of the Single Water Allocation Account) in accordance with the Documents.	24.2 In addition to clause 24.1 and in respect of a Single Water Allocation Account, all participants of a Single Water Allocation Account consent to the Company collecting, using and disclosing, or making available to the primary applicant of that Single Water Allocation Account any information (including personal information of each participant of the Single Water Allocation Account) in accordance with the Documents.	(CONTEXT) Reflects the changes in clause 24.1 (ADMIN) Change to clause reference.
Further assurances and obligations			
26.1	31.1 Each party must, at his, her or its own Cost, from time to time, do all things, including executing or producing documents, getting documents executed or produced by others and obtaining consents necessary or desirable to give full effect to the Documents (including the transactions contemplated by the Documents).	26.1 Each party must, at his, her or its own Cost, from time to time, do all things, including executing or producing documents, procuring the execution or production of documents by others or Government Agencies, obtaining and providing consents as the Company may deem necessary or desirable to give full effect to the Documents (including transactions contemplated by the Documents) or so that the Company may comply with a Legal Requirement.	(CONTEXT) Clarifies the meaning of 'all things' within the previous clause 31.1.
26.2	32.2 The Customer must: (1) give to the Company any consent or authority; and (2) execute any document;	26.2 The Customer must comply with a notice by the Company requesting that the Customer provide the Company with information required by the Company to comply with a Legal Requirement. The notice must give the Customer at least 45 days to comply except where the Company determines that it is necessary to require compliance within a lesser period in order for the Company to comply with the Company's obligations under a Legal Requirement, in which case the Company may require compliance within the lesser period.	(CONTEXT) This clause has been rewritten to incorporate provisions under the previous "Customer to provide information" clause.

	that the Company determines is necessary for the Company to comply with the Company's obligations under a Legal Requirement or to give effect to a provision of the Documents.		
Severability			
27.2	32.2 The rights and obligations of each party are not affected by any law that, but for this clause 0, would affect those rights and obligations.	27.2 The rights and obligations of each party are not affected by any law that, but for this clause 27.2, would affect those rights and obligations.	(ADMIN) Change to clause reference.
No reliance			
33.1	33.1 Each party has entered into the Documents without relying on any representation (whether or not negligently) by any other party or any person purporting to represent that party except for representations expressly set out in the Documents.	Clause deleted	(SIMPLIFIED) Superfluous clause where the meaning has already been covered by clauses 21.8 and 35.3.
Variation			
28.2	34.2 In addition to its rights under clause Error! Reference source not found. , but subject to clause 0, the Company may, from time to time, without the Customer's prior consent, vary, amend, supplement or replace: (1) this Contract, by giving at least two months' prior notice to the Customer; or (2) the Rules, by giving at least 10 Business Days' prior notice to the Customer, except where the Company determines that it is necessary to give a lesser period of notice of the variation, amendment, supplementation or replacement in order for the Company to comply with the Company's obligations under a Legal Requirement, in which case the Company may give the lesser period of notice. The parties agree to be bound by the variation, amendment, supplementation or replacement.	28.2 In addition to its rights under clause 28.1, the Company may, from time to time, without the Customer's prior consent, vary, amend, supplement or replace: (1) this Contract, by giving at least two months' prior notice to the Customer; and (2) the Rules, by giving at least 10 Business Days' prior notice to the Customer, except where the Company determines that it is necessary to give a lesser period of notice for the Company to comply with the Company's obligations under a Legal Requirement, in which case the Company may give the lesser period of notice. The parties agree to be bound by the variation, amendment, supplementation or replacement.	(CONTEXT) The change from 'or' from 'and' confirms the Company's ability to do either or both of the things listed in clause 28.2. (ADMIN) Change to clause reference.
28.3	34.3 On or before the date on which the Company gives notice of a variation, amendment, supplementation or replacement under clause 0, the Company must publish on the Company's web site an explanation of the variation, amendment, supplementation or replacement but this is not a condition of the notice taking legal effect.	28.3 On or before the date on which the Company gives notice of a variation, amendment, supplementation or replacement under clause 28.2, the Company must publish on the Company's web site an explanation of the variation, amendment, supplementation or replacement but this is not a condition of the notice taking legal effect.	(ADMIN) Change to clause reference.
28.4	34.4 Despite any other clause, any variation, amendment, supplementation or replacement pursuant to clause 0 must not contravene any Legal Requirement, including the <i>Australian Consumer Law</i> .	28.4 Any variation, amendment, supplementation or replacement pursuant to clause 28.2 must not contravene any Legal Requirement, including the Australian Consumer Law.	(ADMIN) Change to clause reference. Grammatical changes.
Rights, powers and remedies			
29.1	35.1 The rights, powers and remedies of each party in this Contract (including any right of indemnity) are additional to other rights, powers and remedies independently given by law.	29.1 The rights, powers and remedies of each party in this Contract (including any right of indemnity) are additional to other rights, powers and remedies independently given by law. A party may exercise or enforce a right, power or remedy (including giving or withholding approval or consent) entirely at his, her or its discretion, unless the Documents specifically state otherwise.	(CONTEXT) Reflects deletion of the previous clause 35.4.

29.2	35.3 If a party does not exercise a right, power or remedy fully, or at a given time, the party may still exercise it later.	29.2 If a party does not exercise a right, power or remedy fully, or at a given time, the party may still exercise it later. Waiver of a right, power or remedy is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given	(CONTEXT) Reflects deletion of the previous clause 35.6.
29.3	35.2 The parties acknowledge and agree that: (1) monetary damages alone may not be a sufficient remedy for breach of the Documents; and (2) in addition to any other remedy that may be available at law or in equity, each party is entitled to interim, interlocutory or permanent injunctions or any combination of them to prevent a breach and to compel specific performance of the Documents.	29.3 The parties acknowledge and agree that: (1) monetary damages may not be a sufficient remedy for breach of the Documents; and (2) in addition to any other remedy that may be available at law or in equity, each party is entitled to seek interim, interlocutory or permanent injunctions or any combination of them to prevent a breach and to compel specific performance of the Documents.	(ADMIN) Grammatical change.
35.4	35.4 A party may exercise or enforce a right, power or remedy (including giving or withholding his, her or its approval or consent, making elections or determinations) entirely at his, her or its discretion (including by imposing conditions), unless this Contract expressly states otherwise.	Clause deleted	(SIMPLIFIED) Reflects changes to clause 29.1.
35.6	35.6 Waiver of a right, power or remedy is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.	Clause deleted	(SIMPLIFIED) Reflects changes to clause 29.2.
Continuing obligations			
30.3	36.3 Clauses Error! Reference source not found., Error! Reference source not found., Error! Reference source not found. survive the expiry or termination of this Contract.	30.3 Clauses 14, 15 18, and 21 survive the expiry or termination of this Contract.	(ADMIN) Change to clause reference.
Notices			
32.1	38.1 A Notice, including waiver, consent, demand, agreement or authorisation, under this Contract is not valid unless it is in writing, is legible and is in English.	32.1 A Notice, under this Contract is not valid unless it is in writing, is legible and is in English.	(SIMPLIFIED) Simplification of language.
32.2	38.2 For the purpose of this clause 38, a party's Contact Details means: (1) For the Company: Attention: Company Secretary Address: Murrumbidgee Irrigation Limited Locked Bag 6010 Griffith NSW 2680 Email: info@mirrigation.com.au	32.2 For the purpose of this clause 32 , a party's Contact Details means: (1) For the Company: Attention: Company Secretary Address: Murrumbidgee Irrigation Limited Locked Bag 6010 Griffith NSW 2680 Email: info@mirrigation.com.au	(ADMIN) Change to clause reference.

	(2) For the Customer, the name(s), address, facsimile and email details in Schedule 1 (or if none are in Schedule 1, such other details that the Company on reasonable grounds takes to pertain to the Customer).	(2) For the Customer, the name(s), address, facsimile and email details in Schedule 1 (or if none are in Schedule 1, such other details that the Company on reasonable grounds takes to pertain to the Customer).	
32.3	<p>38.3 Notices may be delivered from one party to the other:</p> <p>(1) by prepaid post, hand delivery, or email to the other party's address, or email address as per its Contact Details;</p> <p>(2) by hand delivery in person;</p> <p>(3) by SMS text message to the other party's nominated mobile phone number for receipt of text messages;</p> <p>(4) in the case of variation, amendment, supplementation or replacement of this Contract, by publication on the Company's website.</p>	<p>32.3 Notices may be delivered from one party to the other:</p> <p>(1) by prepaid post, hand delivery, or email to the other party's address, or email address as per its Contact Details;</p> <p>(2) by SMS text message to the other party's nominated mobile phone number for receipt of text messages;</p> <p>(3) in the case of variation, amendment, supplementation or replacement of this Contract, by publication on the Company's web site.</p>	<p>(SIMPLIFIED) Hand delivery is already covered by clause 32.3(1).</p> <p>(ADMIN) Grammatical changes.</p>
32.6	38.5 If a party to whom a Notice is given consists of more than one person, delivery to that party is effected if delivery is made to any one of the persons constituting that party.	32.6 If a party to whom a Notice is given consists of more than one person, delivery to that party is effected if delivery is made to any one of the persons constituting that party.	(ADMIN) Clause re-ordered.
32.5	38.6 Only the primary applicant for a Single Water Allocation Account (SWAA) is entitled to be given notices by the Company in respect of the SWAA and a Notice given to that person is deemed to be Notice given to all participants in the SWAA.	32.5 Only the primary applicant for a Single Water Allocation Account (SWAA) is entitled to be given notices by the Company in respect of the SWAA.	(SIMPLIFIED) Simplification of language.

Joint holders

33.1	<p>39.1 Where two or more persons are registered as the holders of a Right of Access, the Company is not bound to treat them other than as holding the Right of Access as joint tenants with benefits of survivorship, subject to the following:</p> <p>(1) the Company is not bound to register more than three persons (not being the trustees, executors or administrators of a deceased holder) as the holder of the Right of Access and even if more than three persons are registered, the Company may disregard those other than the first three named holders on the Rights of Access Register;</p> <p>(2) the joint holders are liable severally and jointly for all Charges payable in respect of the Right of Access;</p> <p>(3) if one holder of a jointly held Right of Access dies, the Company is only bound to recognise the surviving holders as having title to the Right of Access; and</p> <p>(4) only the person first named in the Rights of Access Register is entitled to receive Notices from the Company and receipt by that person is treated as notice to all joint holders.</p>	<p>33.1 Where two or more persons are registered as the holders of a Right of Access, the Company is not bound to treat them other than as holding the Right of Access as joint tenants with benefits of survivorship, subject to the following:</p> <p>(1) the Company is not bound to register more than three persons (not being the trustees, executors or administrators of a deceased holder) as the holder of the Right of Access and even if more than three persons are registered, the Company may disregard those other than the first three named holders on the Rights of Access Register;</p> <p>(2) the joint holders are liable severally and jointly for all Charges payable in respect of the Right of Access; and</p> <p>(3) if one holder of a jointly held Right of Access dies, the Company is only bound to recognise the surviving holders as having title to the Right of Access.</p>	<p>(SIMPLIFIED) Superfluous clause where the previous clause 39.1(4) is given meaning in clause 32.6.</p>
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Interests in rights of access

34.1	40.1 If a Customer who is a sole holder of a Right of Access dies, the Company is only obliged to recognise that deceased Customer's personal legal representative as being entitled to the Right of Access.	34.1 If a Customer who is a sole holder of a Right of Access dies, the Company is only obliged to recognise that deceased Customer's personal legal representative as being entitled to the Right of Access, except as required by law.	(CONTEXT) This is a new clause that consolidates the contents of the previous clauses 42 and 43. It limits, where permissible, the Company's obligation to recognise any contingent, beneficial or other unclear interests in Rights of Access.
40.2	40.2 If a Customer who is a joint holder of a Right of Access dies, clause 39.1(3) applies and the estate of the deceased Customer is not released from any liability in respect of the Right of Access.	Clause deleted	(SIMPLIFIED) Superfluous clause.
34.3		34.3 The Company is not bound to recognise any equitable, contingent, beneficial (including under a trust), future or partial interest or any other right in respect of the Customer's Rights of Access or this Contract except, where applicable, an absolute right of the Customer.	(SIMPLIFIED) Reflects deletion of the previous clause 41.
34.4		34.4 Clause 34.3 applies whether or not the Company has notice of the interest or right, but does not apply where the Company is bound to recognise the interest or right by law.	(SIMPLIFIED) Reflects deletion of the previous clause 41.
34.5	34.5 This clause 40 has effect subject to the Transfer Rules and the Bankruptcy Act 1966 (Cth).	34.5 This clause 34 has effect subject to the Transfer Rules and the Bankruptcy Act 1966 (Cth).	(ADMIN) Change to clause reference.

Recognition of ownership

41	<p>41.1 Except as required by law, the Company is not bound to recognise a person as holding Rights of Access or entering into this Contract upon any trust.</p> <p>41.2 The Company is not bound to recognise any equitable, contingent, future or partial interest or any other right in respect of the Customer's Rights of Access or this Contract except, where applicable, an absolute right of the Customer.</p> <p>41.3 Clause 0 applies whether or not the Company has notice of the interest or right, but does not apply where the Company is bound to recognise the interest or right by law.</p>	Clause deleted	(SIMPLIFIED) Consolidated with clause 34.
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Entire agreement

35.2		35.2 Each party has entered into the Documents without relying on any representation (whether or not negligently) by any other party or any person purporting to represent that party except for representations expressly set out in the Documents.	(CONTEXT) Inserted to reflect the deletion of clause 2 (no representation).
35.3		35.3 The Company does not give advice to the Customer about the Documents or anything connected with the subject matter of the Documents. It is the obligation of the Customer to seek his, her or its own professional advice about the Documents and anything connected with the subject matter of the Documents.	(CONTEXT) Inserted to reflect the deletion of clause 2.

Execution

37.1	44.1 This Contract may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.	37.1 This Contract may be executed in any number of original counterparts which, when taken together, will constitute one agreement.	(SIMPLIFIED) Simplification of language.
37.2		37.2 This Contract can be executed by an attorney who declares that he, she or it has no notice of revocation, termination or suspension of the power of attorney under which he, she or it executes this Contract.	(SIMPLIFIED) Reflects deletion of clause 45.1
Execution by attorney			
45.1	45.1 Where this Contract is executed by an attorney, that attorney, by executing, declares that he, she or it has no notice of revocation, termination or suspension of the power of attorney under which he, she or it executes this Contract.	Clause deleted	(SIMPLIFIED) Consolidated with clause 37.
Language change throughout			
The contract has been amended throughout to change references to "Transfer and Conversion Rules" to "Transfer Rules".			