



## Amendments to Rules Effective 1 July 2021

Murrumbidgee Irrigation Limited (**MI**) has amended its Rules, with the changes to take effect from 1 July 2021.

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

### **(CONTEXT)** Updates to MI processes or legislation and regulations

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. Changes also come off the back of legislative and regulatory changes.

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

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

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

### **(ADMIN)** Administrative and or grammatical changes

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

## Access and Ordering Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation																																
1.1	This document contains Rules of the Company that are binding under the Water Entitlements Contract and the Water Delivery Contract (the <b>Contract</b> ). A Customer’s Contract binds them to these Rules.	This document contains <u>the Access and Ordering Rules</u> of the Company that are binding under the Water Entitlements Contract and the Water Delivery Contract (the <b>Contract</b> ). A Customer’s Contract binds them to these Rules.	(ADMIN) clarifying reference.																																
1.2	1.2 These Rules should be read in conjunction with, and are subject to:  (1) the Contract; (2) any relevant Rules;	1.2 These Rules should be read in conjunction with, and are subject to:  (1) the Contract; (2) <del>any relevant Rules</del> <u>the other Rules created under the Contract</u> ;	(ADMIN) clarifying reference.																																
2.3	Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.	<del>Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.</del>	(SIMPLIFIED) simplifying the Rules document																																
4.5	In the event that the Company intends to enforce rule 4.4 of these Rules, it will use reasonable endeavours to provide the Customer with prior notice before doing so, which may be communicated verbally.	In the event that the Company intends to enforce rule 4.4 of these Rules, it will use reasonable endeavours to provide the Customer with prior notice before doing so, which may be communicated, <u>amongst other methods</u> , verbally, <u>via SMS</u> , or through <u>EasyWater</u> .	(CONTEXT) Making additions to the way in which MI may communicate with customers. More methods means a better chance of establishing communication with customers ASAP for events impacting access and ordering.																																
7.1	Without limiting the Company’s rights under the Water Entitlements Contract or Water Delivery Contract, the Company may suspend or vary the operation of anything in these Rules that is affected by or is inconsistent with:	Without limiting the Company’s rights under the <del>Water Entitlements Contract or Water Delivery Contract</del> <u>Contract</u> , the Company may suspend or vary the operation of anything in these Rules that is affected by or is inconsistent with:	(ADMIN) clarifying reference.																																
Schedule 1 – Table 1	<table><tr><th>Table 1: Flow rate benchmarks</th><th>Meter type</th><th>Flow rate benchmark</th></tr><tr><td>525mm Dia Doppler/Magflow Meters</td><td>1 Megalitre/day</td></tr><tr><td>450mm Dia Doppler/Magflow Meters</td><td>0.7 Megalitre/day</td></tr><tr><td>300mm Dia Doppler/Magflow Meters</td><td>0.3 Megalitre/day</td></tr></table>		Table 1: Flow rate benchmarks	Meter type	Flow rate benchmark	525mm Dia Doppler/Magflow Meters	1 Megalitre/day	450mm Dia Doppler/Magflow Meters	0.7 Megalitre/day	300mm Dia Doppler/Magflow Meters	0.3 Megalitre/day	<table><tr><th colspan="3">Table 1:</th></tr><tr><th>Outlet</th><th>Minimum Flow rate (ML/Day)</th><th>Scour Flow rate (ML/Day)</th></tr><tr><td>Low Flow</td><td>0.16</td><td>0.95</td></tr><tr><td>Small</td><td>0.52</td><td>3.12</td></tr><tr><td>Medium</td><td>1.25</td><td>7.49</td></tr><tr><td>Medium-Large</td><td>3.28</td><td>19.68</td></tr><tr><td>Large</td><td>7.27</td><td>43.62</td></tr></table>		Table 1:			Outlet	Minimum Flow rate (ML/Day)	Scour Flow rate (ML/Day)	Low Flow	0.16	0.95	Small	0.52	3.12	Medium	1.25	7.49	Medium-Large	3.28	19.68	Large	7.27	43.62	(CONTEXT) This change reflects the update in meter fleet rolled out across the business.
	Table 1: Flow rate benchmarks	Meter type	Flow rate benchmark																																
	525mm Dia Doppler/Magflow Meters	1 Megalitre/day																																	
	450mm Dia Doppler/Magflow Meters	0.7 Megalitre/day																																	
	300mm Dia Doppler/Magflow Meters	0.3 Megalitre/day																																	
	Table 1:																																		
	Outlet	Minimum Flow rate (ML/Day)	Scour Flow rate (ML/Day)																																
Low Flow	0.16	0.95																																	
Small	0.52	3.12																																	
Medium	1.25	7.49																																	
Medium-Large	3.28	19.68																																	
Large	7.27	43.62																																	

# Charges Rules

Existing Number	Clause	Existing Clause Text	New Clause Text	Explanation
2.3		Clause 1.2 (Interpretation) of the Contract applies to these Charges Rules with the necessary changes.	<del>Clause 1.2 (Interpretation) of the Contract applies to these Charges Rules with the necessary changes.</del>	(SIMPLIFIED) simplifying the Rules document

## Development Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
2.1(5)	Pests has the same meaning as that provided by section 15 of the <i>Biosecurity Act 2015</i> (NSW) and includes plants and animals (other than humans);	Pests has the same meaning as that provided by section 15 of the <i>Biosecurity Act 2015</i> (NSW) and includes plants and animals (other than humans);	(SIMPLIFIED) simplifying the Rules document
2.3	Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.	<del>Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.</del>	(SIMPLIFIED) simplifying the Rules document
3.1	The Company grants the Customer non-exclusive access to its Channel Banks, subject to the following conditions:  (1) the Customer is only entitled to access the Channel Banks for the sole purpose of conduct their farming operations and must not use the Channel Banks for any other purpose;	The Company grants the Customer non-exclusive access to its Channel Banks, subject to the following conditions:  (1) the Customer is only entitled to access the Channel Banks for the sole purpose of <u>conducting</u> their farming operations and must not use the Channel Banks for any other purpose;	(ADMIN) grammatical amendment.
5.1(2)	Subject to sub-rules 5.2 and 5.3, the Customer must not, without the prior written consent of the Company, undertake any construction work, construct anything, erect a fence, plant any trees, vegetation or crops, stockpile vegetation, stockpile chemical drums or other materials, or allow any of those things to remain:  (1) on the Company's land;  (2) in relation to a Channel forming part of the Company's Works, as depicted in Annexure A, within 10 metres of the Toe of the Bank; or  (3) otherwise, within five metres of the Company's Works.	5.1 Subject to sub-rules 5.2 and 5.3, the Customer must not, without the prior written consent of the Company, undertake any construction work, construct anything, erect a fence, plant any trees, vegetation or crops, stockpile vegetation, stockpile chemical drums or other materials, or allow any of those things to remain:  (1) on the Company's land;  (2) in relation to a Channel forming part of the Company's Works, as depicted in Annexure A, within 10 metres of the Toe of the Bank; or  (3) otherwise, within <del>five</del> <u>10</u> metres of the Company's Works.	(CONTEXT) this change is made in order to best protect MI's works. Protection of MI's works ensures minimal disruption or damage, which can have a flow on effect to a wide group of customers. Whilst 10 metres is the starting standard, MI may consider a smaller distance following consultation with a customer or group of customers.
5.2(2)	The Customer must not construct or permit to remain on any Landholding:  (1) any Shallow Bore within 40 metres of the Company's Works; or  (2) any Deep Bore within 20 metres of the Company's Works,  without the prior written consent of the Company.	<del>The Customer must not construct or permit to remain on any Landholding any Shallow Bore or Deep Bore within 40 metres of the Company's Works without the prior written consent of the Company.</del>  <del>The Customer must not construct or permit to remain on any Landholding:</del>  <del>(1) any Shallow Bore within 40 metres of the Company's Works; or</del>  <del>(2) any Deep Bore within 20 metres of the Company's Works,</del>  <del>without the prior written consent of the Company.</del>	(CONTEXT) this change is made in order to best protect MI's works. Protection of MI's works ensures minimal disruption or damage, which can have a flow on effect to a wide group of customers. Whilst 40 metres is the starting standard, MI may consider a smaller distance following consultation with a customer or group of customers.
7.1(2)	7.1 The Customer must control Pests on the Landholding in accordance the <i>Biosecurity Act 2015</i> (NSW) and:  (1) provide any information reasonably requested by the Company with respect to the Customer's weed control activities; and	7.1 The Customer must control Pests on the Landholding in accordance the <i>Biosecurity Act 2015</i> (NSW) and:  (1) provide any information reasonably requested by the Company with respect to the Customer's weed control activities; and	(SIMPLIFIED) simplifying the Rules document

	(2) not do anything which is reasonably likely to pollute water in the Company's Works.	(2) not do anything which is reasonably likely to pollute <del>water in or land on</del> the Company's Works.	
<b>7.5</b>	N/A	<u>The Customer must notify the Company of any Biosecurity Matter it identifies in, on or around the Company's Works as soon as it becomes aware of its existence.</u>	(CONTEXT) this change is made in order to best protect MI's works. Whilst MI uses reasonable endeavours to minimise exposure of its works to Biosecurity Matters, it will often rely on public assistance to identify any such event.
<b>11.1</b>	The Customer must not place or permit to remain on the Landholding anything, including chemicals, hazardous materials, trash, rubbish or dead livestock, if it will:	The Customer must not place or permit to remain on the Landholding anything, including chemicals, hazardous materials, <u>excavated soil or spoil</u> , trash, rubbish or dead livestock, if it will, <u>or has the potential to</u> :	(CONTEXT) MI has identified that contamination can occur through excavated soil or spoil and is requiring customers to take proactive steps to avoid any potential breach of MI's licences, or any other legislative requirements with respect to protecting the environment.
<b>Annexure A</b>	Refer to document for updated pictures	Refer to document for updated pictures	(CONTEXT) MI has provided a more thorough diagram of development around its works, which aligns with the changes mentioned above.

## Drainage Use Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
2.1(2)	<p>(2) Authorised Drainage Water means:</p> <p>(a) excess water following irrigation watering that has directly discharged from an Authorised Discharge Point;</p> <p>(b) Stormwater that has directly discharged from an Authorised Discharge Point;</p> <p>(c) Stormwater from urban areas that has directly discharged from a Government Authority's stormwater network,</p> <p>but does not include any water that would cause or threaten Material Harm to the Environment and or contains any Prescribed Matter.</p>	<p>(2) Authorised Drainage Water means:</p> <p>(a) excess water following irrigation watering that has directly discharged from an Authorised Discharge Point;</p> <p>(b) Stormwater that has directly discharged from an Authorised Discharge Point;</p> <p>(c) Stormwater from urban areas that has directly discharged from a Government Authority's stormwater network,</p> <p>but does not include any water that would cause or threaten Material Harm to the Environment, <del>and or contains any Prescribed Matter, and or cause a Biosecurity Impact.</del></p>	(CONTEXT) Please refer to the below point.
2.1(3)	New	Biosecurity Impact has the same meaning as that given by section 13 of the <i>Biosecurity Act 2015</i> (NSW);	(CONTEXT) the inclusion of this section aligns with the Development Rules and the need to eliminate and or minimise any Biosecurity Impact to MI's drainage network.
2.1(7)	<p>Material Harm to the Environment has the same meaning as that given by section 147 of the POEO, stated as follows:</p> <p>(a) harm to the environment is material if:</p> <p>(i) it involves actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial; or</p> <p>(ii) it results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000 (or other amount as prescribed by the POEO Regulations); and</p> <p>(b) loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment.</p>	<p>Material Harm to the Environment has the same meaning as that given by section 147 of the POEO, stated as follows:</p> <p>(a) harm to the environment is material if:</p> <p>(i) it involves actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial; or</p> <p>(ii) it results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000 (or other amount as prescribed by the <i>Protection of the Environment Operations (General) Regulation 2009</i> (NSW) <del>POEO Regulations</del>); and</p> <p>(b) loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment.</p>	(ADMIN) clarifying reference.
2.1(10)	Prescribed Matter has the same meaning as that given under Schedule 5 of the <i>Protection of the Environment Operations (General) Regulation 2009</i> .	Prescribed Matter has the same meaning as that given under Schedule 5 of the <i>Protection of the Environment Operations (General) Regulation 2009</i> (NSW).	(ADMIN) clarifying reference.
3.1	<p>A Customer will only be entitled to discharge Drainage into the Company's Works if it satisfies all the following conditions:</p> <p>(1) the Customer complies with any reasonable direction of the Company for the purpose of satisfying any Legal Requirement;</p> <p>(2) the Drainage is either:</p>	<p>A Customer will only be entitled to discharge Drainage into the Company's Works if it satisfies all the following conditions:</p> <p>(1) the Customer complies with any reasonable direction of the Company for the purpose of satisfying any Legal Requirement;</p> <p>(2) the Drainage is either:</p>	(CONTEXT) the inclusion of this section aligns with the Development Rules and the need to eliminate and or minimise any Biosecurity Impact to MI's drainage network.

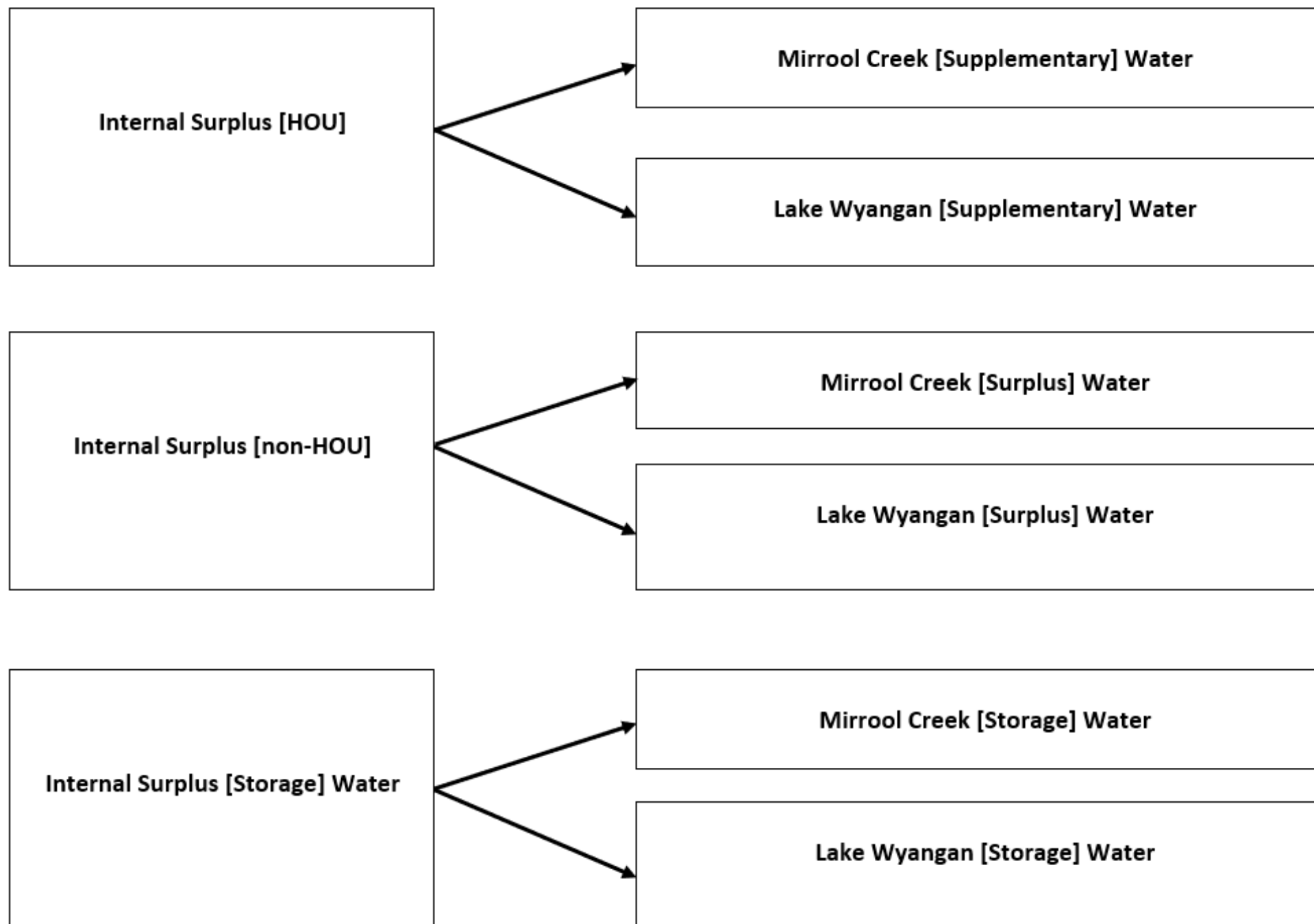
	<p>(a) Authorised Drainage Water; or</p> <p>(b) Treated Waste Water such that the Customer holds a valid Treated Waste Water Discharge Licence;</p> <p>(c)</p> <p>(3) the Drainage will not cause or threaten any Material Harm to the Environment or contain any Prescribed Matter;</p> <p>(4) the Customer ensures that Drainage is only discharged through the Company's Works servicing the Landholding as determined by the Company; and</p> <p>(5) the Customer does not take water from the Company's Works except in accordance with these Rules or the Contract.</p>	<p>(a) Authorised Drainage Water; or</p> <p>(b) Treated Waste Water such that the Customer holds a valid Treated Waste Water Discharge Licence;</p> <p><del>(c)</del></p> <p>(3) the Drainage will not;</p> <p><u>(a) cause or threaten any Material Harm to the Environment; or</u></p> <p><u>(b) contain any Prescribed Matter; or</u></p> <p><u>(c) cause a Biosecurity Impact</u></p> <p>(4) the Customer ensures that Drainage is only discharged through the Company's Works servicing the Landholding as determined by the Company; and</p> <p>(5) the Customer <del>does not</del> <u>only takes</u> water from the Company's Works <del>except</del> in accordance with <del>these Rules or the terms of the Contract.</del></p>	
<b>4.3</b>	<p>A Landholding may be entitled to more than one Authorised Discharge Point in circumstances where:</p> <p>(1) the Company's Works results in the division of a Landholding into separate portions;</p> <p>(2) two or more separate Landholdings, each with an existing Authorised Discharge Point, become amalgamated; or</p> <p>(3) the Landholding is authorised under clause 4.6 of these Rules to have more than one Authorised Discharge Point.</p> <p>If this sub-rule applies, then the Company may approve an additional Authorised Discharge Point for each separated portion of the Landholding.</p>	<p>A Landholding may be entitled to more than one Authorised Discharge Point in circumstances where:</p> <p>(1) the Company's Works results in the division of a Landholding into separate portions;</p> <p>(2) two or more separate Landholdings, each with an existing Authorised Discharge Point, become amalgamated; <del>or</del></p> <p>(3) the Landholding is authorised under clause 4.6 of these Rules to have more than one Authorised Discharge Point;</p> <p><u>(4) in any circumstance approved in writing by the Company.</u></p> <p><del>If this sub-rule applies, then the Company may approve an additional Authorised Discharge Point for each separated portion of the Landholding.</del></p>	<p>(CONTEXT) MI may consider allowing an additional authorised drainage point on a Landholding but customers must first receive written approval from MI prior to creation of that additional point.</p>
<b>5.1</b>	<p>Unless the Company provides the Customer with prior written notice stating otherwise, the Customer must prevent any water used for watering a crop exposed to Pesticide from leaving the relevant Landholding within 28 days from the day that the Pesticide was applied to the Landholding and ensure that the application and withholding period for the Pesticide is as per the label requirements.</p>	<p>Unless the Company provides the Customer with prior written notice stating otherwise, the Customer must prevent any water <del>used for watering a rice crop</del> exposed to Pesticide from leaving the relevant Landholding for a period that is the greater of:</p> <p><u>(1) within 28 days after from the day that the Pesticide was applied to the Landholding; or</u></p> <p><u>(2) if the label instructions for that Pesticide state a period of time greater than 28 days, that period of time. and ensure that the application and withholding period for the Pesticide is as per the label requirements.</u></p>	<p>(CONTEXT) to minimise any risk of contamination caused by Pesticides, MI has elected to change this standard to all properties (and not just rice) and require holding of the water on-farm for at least 28 days (or such longer period if label requirements suggest so).</p>
<b>5.2</b>	<p>The Customer must notify the Company immediately if Waste Water or any Prescribed Matter has passed into the Company's Supply Works from the relevant Landholding, including as a result of Overland Flow Water.</p>	<p>The Customer must notify the Company immediately if Waste Water, <del>or</del> <u>or matter with a Biosecurity Impact</u> has passed in to the Company's Supply Works from the relevant Landholding, including as a result of Overland Flow Water.</p>	<p>(CONTEXT) see discussion above on definition of Biosecurity Impact.</p>
<b>6.2</b>	<p>In addition to the powers granted under the Act, POEO and its Licences, the Company may collect and analyse additional samples of Drainage discharged by the Customer at any time and without prior notice if:</p>	<p>In addition to the powers granted under the Act, POEO and its Licences, the Company may collect and analyse additional samples of Drainage discharged by the Customer, <u>or soils from any adjacent or connected Landholding</u> at any time and without prior notice if:</p>	<p>(CONTEXT) in order for MI to comply with its Environmental Protection Licence, it needs to take necessary steps to identify any potential breach of these Rules or the licence itself. One</p>



			step in the process involves taking samples of soil where contaminant may have been held.
<b>6.4</b>	The Customer must comply with the reasonable directions of the Company, notified by the Company to the Customer, for the purpose of reducing the impact of pesticides, nutrients, salt and any other pollutant, Prescribed Matter or water condition on receiving waters.	The Customer must comply with the reasonable directions of the Company, notified by the Company to the Customer, for the purpose of reducing the <u>actual or potential</u> impact of pesticides, nutrients, salt and any other pollutant, Prescribed Matter, <u>matters causing Biosecurity Impacts</u> or water condition on receiving waters.	(CONTEXT) see discussion above on definition of Biosecurity Impact.
<b>6.5</b>	The Customer must provide the Company with all reasonable access to the Customer's Landholding and must provide the Company with reasonable assistance required by the Company for the purposes of the Company determining whether the Customer is complying with sub-rule 6.3.	The Customer must provide the Company with all reasonable access to the Customer's Landholding and must provide the Company with reasonable assistance required by the Company for the purposes of the Company determining whether the Customer is complying with <del>sub-rule 6.3</del> <u>these Rules</u> .	(ADMIN) clarifying reference.
<b>New (7.1)</b>	N/A	<u>The Customer must notify the Company of any actual or potential breach of these Rules immediately.</u>	(CONTEXT) MI is requiring customers to take proactive steps to avoid any potential breach of MI's licences, or any other legislative requirements with respect to protecting the environment.



## Surplus Water Rules



MI has made changes to the terminology used throughout the Surplus Water Rules. In short:

- Internal Surplus [HOU] is now either Mirrool Creek [Supplementary] Water or Lake Wyangan [Supplementary] Water, as applicable,
- Internal Surplus [non-HOU] is now either Mirrool Creek [Surplus] Water or Lake Wyangan [Surplus] Water, as applicable, and
- Internal Surplus [Storage] Water is now either Mirrool Creek [Storage] Water or Lake Wyangan [Storage] Water, as applicable.

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
2.1(1)	<b>Barren Box Storage Operational Guidelines</b> means guidelines published by the Company from time to time on the Company's web site	<b>Barren Box Storage Operational Guidelines</b> means guidelines published by the Company from time to time on the Company's <u>website</u>	(ADMIN) Grammatical amendment
2.1(6)	<b>Internal Surplus [HOU]</b> means water which is derived from the Company's surplus internal water flows and is permitted to be taken, in accordance with rule 5, by Customers who have a HOU of "off allocation" supply which is not derived from water allocation credited to the Company under the share component of the SWAL, as specified in their Rights of Access Certificate;	<p><b>Mirrool Creek [Supplementary] Water</b> means water which is derived from the Company's surplus internal water flows via Mirrool Creek and is permitted to be taken, in accordance with rule 5, by Customers who have a HOU of "off allocation" supply which is not derived from water allocation credited to the Company under the share component of the SWAL, as specified in their Rights of Access Certificate;</p> <p><b>Lake Wyangan [Supplementary] Water</b> means water which is derived from the Company's surplus internal water flows via Lake Wyangan and is permitted to be taken, in accordance with rule 8, by Customers who have a HOU of "off allocation" supply which is not derived from water allocation credited to the Company under the share component of the SWAL, as specified in their Rights of Access Certificate;</p>	(ADMIN) updating reference (see diagram above).
2.1(7)	<b>Internal Surplus [HOU] Water Allocation</b> means the maximum volume of Internal Surplus [HOU] Water which may be taken by a Customer in aggregate in a Water Year, determined by the Company based on the relevant Customer's HOU, to the extent that it is permitted to be taken in accordance with these Rules;	<p><b>Mirrool Creek [Supplementary] Water Allocation</b> means the maximum volume of Mirrool Creek [Supplementary] Water which may be taken by a Customer in aggregate in a Water Year, determined by the Company based on the relevant Customer's HOU, to the extent that it is permitted to be taken in accordance with these Rules;</p> <p><b>Lake Wyangan [Supplementary] Water Allocation</b> means the maximum volume of Lake Wyangan [Supplementary] Water which may be taken by a Customer in aggregate in a Water Year, determined by the Company based on the relevant Customer's HOU, to the extent that it is permitted to be taken in accordance with these Rules;</p>	(ADMIN) updating reference (see diagram above).
2.1(8)	<b>Internal Surplus [non-HOU]</b> means water in Lake Wyangan, Mirrool Creek, Barren Box Storage or Wah Wah which is derived from the Company's surplus internal water flows and is permitted to be taken, in accordance with rule 6, by Customers who have a right of access to it specified in their Rights of Access Certificate;	<p><b>Mirrool Creek [Surplus] Water</b> means water in Mirrool Creek, Barren Box Storage or Wah Wah which is derived from the Company's surplus internal water flows via Mirrool Creek and is permitted to be taken, in accordance with rule 6, by Customers who have a right of access to it specified in their Rights of Access Certificate;</p> <p><b>Lake Wyangan [Surplus] Water</b> means water in Lake Wyangan which is derived from the Company's surplus internal water flows into Lake Wyangan and is permitted to be taken, in accordance with rule 9, by Customers who have a right of access to it specified in their Rights of Access Certificate;</p>	(ADMIN) updating reference (see diagram above).
2.1(9)	<b>Internal Surplus [Storage] Water</b> means water which is derived from the Company's surplus internal water flows at Lake Wyangan or Barren Box Storage and is permitted to be taken, in accordance with rule 7, by Customers who have a right of access to it specified in their Rights of Access Certificate;	<p><b>Mirrool Creek [Storage] Water</b> means water which is derived from the Company's surplus internal water flows at Barren Box Storage and is permitted to be taken, in accordance with rule 7, by Customers who have a right of access to it specified in their Rights of Access Certificate;</p> <p><b>Lake Wyangan [Storage] Water</b> means water which is derived from the Company's surplus internal water flows at Lake Wyangan and is permitted to be taken, in accordance with rule 10, by Customers who have a right of access to it specified in their Rights of Access Certificate;</p>	(ADMIN) updating reference (see diagram above).
2.1(11)	<b>Maximum Annual Extraction Volume</b> means the maximum volume of Internal Surplus [non-HOU] Water which may be taken by a Customer in aggregate in a Water Year, as specified in a Rights of Access Certificate, to the extent that it is permitted to be taken in accordance with these Rules;	<b>Maximum Annual Extraction Volume</b> means the maximum volume of Internal Surplus [non-HOU] (Mirrool Creek [Surplus] Water or Lake Wyangan [Surplus] Water which may be taken by a Customer in aggregate in a Water Year, as specified in a Rights of Access Certificate, to the extent that it is permitted to be taken in accordance with these Rules;	(ADMIN) updating reference (see diagram above).

2.1(14)	<p><b>Surplus Water</b> means:</p> <p>(a) General Security Surplus Water;  (b) Internal Surplus [HOU] Water;  (c) Internal Surplus [non-HOU] Water;  (d) Internal Surplus [Storage] Water; and  (e) Supplementary Water Allocation;</p>	<p><b>Surplus Water</b> means:</p> <p>(a) General Security Surplus Water;  <del>(b) Internal Surplus [HOU] Water;</del>  <del>(c) Internal Surplus [non-HOU] Water;</del>  <del>(d) Internal Surplus [Storage] Water; and</del>  <del>(e-b) Supplementary Water Allocation;</del>  (c) Mirrool Creek [Supplementary] Water  (d) Mirrool Creek [Surplus] Water  (e) Mirrool Creek [Storage] Water  (f) Lake Wyangan [Supplementary] Water  (g) Lake Wyangan [Surplus] Water  (h) Lake Wyangan [Storage] Water</p>	(ADMIN) updating reference (see diagram above).
2.2	In these Rules, unless the contrary intention appears, a word or phrase defined in the Water Entitlements Contract or the Water Delivery Contract has the same meaning in these Rules.	In these Rules, unless the contrary intention appears, a word or phrase defined in the <del>Water Entitlements Contract or the Water Delivery Contract</del> has the same meaning in these Rules.	(ADMIN) clarifying reference.
2.3	Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.	<del>Clause 1.2 (Interpretation) of the Contract applies to these Rules with the necessary changes.</del>	(SIMPLIFIED) simplifying the Rules document
3.1(2)	<b>Effective Available Water</b> has the meaning given in the Water Sharing Plan	<p><b>Effective Available Water</b> has the meaning given in the Water Sharing Plan <u>and is calculated as follows:</u></p> <p><b><u>EAW = AA% + (C% – 15%)</u></b></p> <p><u>Where:</u></p> <p><u>AA = Annual Allocation for General Security Water Entitlements, as a percentage.</u></p> <p><u>C = The Customer's General Security Water Entitlements' carryover from the previous Water Year, as a percentage.</u></p>	(CONTEXT) the inclusion of a formula will hopefully assist the understanding of customers when calculating Effective Available Water.
3.8	<p>Any determination by the Company made under rule 3.2 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Minister makes an available water determination in respect of the SWAL at the commencement of a Water Year under subclause 42(2) of the Water Sharing Plan;</p> <p>(2) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under subclause 51(1) of the Water Sharing Plan;</p> <p>(3) whether the Minister makes any subsequent announcement permitting the taking of surplus flow water by general security access licence holders under subclause 39(6) of the Water Sharing Plan;</p> <p>(4) whether the Minister makes any subsequent announcement authorising the taking of water in respect of the SWAL under section 70 of the Act;</p> <p>(5) whether the Company is able to take water from the Murrumbidgee regulated river, and if so, to what extent;</p>	<p>Any determination by the Company made under rule 3.2 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Minister makes an available water determination in respect of the SWAL at the commencement of a Water Year under <del>subclause 42(2)</del> <u>clause 65</u> of the Water Sharing Plan;</p> <p>(2) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under <del>subclause 51(1)</del> <u>Part 9</u> of the Water Sharing Plan;</p> <p>(3) whether the Minister makes any subsequent announcement permitting the taking of surplus flow water by general security access licence holders under <del>subclause 39(6)</del> <u>clause 62</u> of the Water Sharing Plan;</p> <p>(4) whether the Minister makes any subsequent announcement authorising the taking of water in respect of the SWAL under section 70 of the Act;</p> <p>(5) whether the Company is able to take water from the Murrumbidgee <del>Regulated</del> <u>River</u>, and if so, to what extent;</p>	(CONTEXT) updating legislative references.

	<p>(6) whether the Company is in a position to meet all water orders other than orders for Supplementary Water Allocation and still have access to surplus flows from the Murrumbidgee regulated river;</p> <p>(7) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works; and</p> <p>(8) any other factor determined by the Company from time to time.</p>	<p>(6) whether the Company is in a position to meet all water orders other than orders for Supplementary Water Allocation and still have access to surplus flows from the Murrumbidgee <del>r</del>Regulated <del>r</del>River;</p> <p>(7) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works; and</p> <p>(8) any other factor determined by the Company from time to time.</p>	
<b>4.3</b>	<p>Any "general" determination by the Company made under rule 4.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Minister makes an available water determination in respect of the SWAL at the commencement of a Water Year under subclause 42(2) of the Water Sharing Plan;</p> <p>(2) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under subclause 51(1) of the Water Sharing Plan;</p> <p>(3) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under section 70 of the Act;</p> <p>(4) whether the Company is able to take water from the Murrumbidgee regulated river, and if so, to what extent;</p> <p>(5) whether the Company is in a position to meet all water orders while or after Supplementary Water Allocation is taken by Customers and still have access to surplus flows from the Murrumbidgee regulated river;</p> <p>(6) whether the Company is reasonably able to make water available for Customers to take, taking into consideration any existing or prospective constraints in the Company's Supply Works; and</p> <p>(7) any other factor determined by the Company from time to time.</p>	<p>Any "general" determination by the Company made under rule 4.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Minister makes an available water determination in respect of the SWAL at the commencement of a Water Year under <del>subclause 42(2)</del> <u>clause 65</u> of the Water Sharing Plan;</p> <p>(2) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under <del>subclause 51(1)</del> <u>Part 9</u> of the Water Sharing Plan;</p> <p>(3) whether the Minister makes any subsequent announcement permitting the taking of water in respect of the SWAL under section 70 of the Act;</p> <p>(4) whether the Company is able to take water from the Murrumbidgee <del>regulated river</del> <u>Regulated River</u>, and if so, to what extent;</p> <p><del>(5) whether the Company is in a position to meet all water orders while or after Supplementary Water Allocation is taken by Customers and still have access to surplus flows from the Murrumbidgee regulated river;</del></p> <p>(6) whether the Company is reasonably able to make water available for Customers to take, taking into consideration any existing or prospective constraints in the Company's Supply Works; and</p> <p>(7) any other factor determined by the Company from time to time.</p>	(CONTEXT) updating legislative references.
<b>5</b>	<b>Internal surplus [HOU] water</b>	<p><del>Internal surplus [HOU] water</del> <b><u>Mirrool Creek [Supplementary] Water</u></b></p> <p><b>NB</b> – all references to Internal surplus [HOU] water in clause 5 have been replaced with Mirrool Creek [Supplementary] Water</p>	(ADMIN) updating reference.
<b>5.2</b>	<p>Any determination by the Company made under rule 5.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant trigger specified in the Barren Box Storage Operational Guidelines in place at the time, is exceeded;</p> <p>(2) whether the Company is reasonably able to make water available for Customers to take, taking into consideration any existing or prospective constraints in the Company's Supply Works or Barren Box Storage;</p>	<p>Any determination by the Company made under rule 5.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant trigger specified in the Barren Box Storage Operational Guidelines in place at the time, is exceeded;</p> <p>(2) whether the Company is reasonably able to make water available for Customers to take, taking into consideration any existing or prospective constraints in the Company's Supply Works or Barren Box Storage;</p>	(CONTEXT) MI no longer sees point (4) as a consideration when making a determination for Mirrool Creek [Supplementary] Water.



	<p>(3) whether the Company is able to take water from the Murrumbidgee regulated river, and if so, to what extent;</p> <p>(4) whether the Company is in a position to meet all water orders while or after Internal Surplus [HOU] Water Allocation is taken by Customers and still have access to surplus flows from the Murrumbidgee regulated river;</p> <p>(5) whether the Company has made a determination under rule 4.1 permitting Customers to take Supplementary Water Allocation; and</p> <p>(6) any other factor determined by the Company from time to time.</p>	<p>(3) whether the Company is able to take water from the Murrumbidgee <del>regulated river</del> <u>Regulated River</u>, and if so, to what extent;</p> <p><del>(4) whether the Company is in a position to meet all water orders while or after Internal Surplus [HOU] Water Allocation is taken by Customers and still have access to surplus flows from the Murrumbidgee regulated river;</del></p> <p>(5) whether the Company has made a determination under rule 4.1 permitting Customers to take Supplementary Water Allocation; and</p> <p>(6) any other factor determined by the Company from time to time.</p>	
<b>6</b>	<b>Internal surplus [non-HOU]</b>	<p><del>Internal surplus [non-HOU]</del> <u>Mirrool Creek [Surplus] Water</u></p> <p><b>NB</b> – all references to Internal surplus [non-HOU] water in clause 6 have been replaced with Mirrool Creek [Surplus] Water</p>	(ADMIN) updating reference.
<b>6.2</b>	<p>Any determination by the Company made under rule <b>Error! Reference source not found.</b> for Customers on Wah Wah Landholdings and Customers using Company-approved Supply Works on Mirrool Creek and Barren Box Storage, will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant trigger specified in the Barren Box Storage Operational Guidelines in place at the time, is exceeded by more than 2,000 Megalitres (or any other threshold determined by the Company);</p> <p>(2) whether the Company is reasonably able to make water available to be taken by Customers using Company-approved Supply Works on Mirrool Creek and Barren Box Storage and by Customers on Wah Wah Landholdings, taking into consideration any existing or prospective constraints in the Company's Supply Works, Mirrool Creek or Barren Box Storage; and</p> <p>(3) any other factor determined by the Company from time to time.</p>	<p>Any determination by the Company made under rule <b>Error! Reference source not found.</b> for Customers on Wah Wah Landholdings and Customers using Company-approved Supply Works on Mirrool Creek and Barren Box Storage, will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant trigger specified in the Barren Box Storage Operational Guidelines in place at the time, is exceeded by more than 2,000 Megalitres (or any other threshold determined by the Company);</p> <p><u>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as Surplus Water;</u></p> <p>(3) whether the Company is reasonably able to make water available to be taken by Customers using Company-approved Supply Works on Mirrool Creek and Barren Box Storage and by Customers on Wah Wah Landholdings, taking into consideration any existing or prospective constraints in the Company's Supply Works, Mirrool Creek or Barren Box Storage; and</p> <p>(4) any other factor determined by the Company from time to time.</p>	(CONTEXT) the take of Surplus Water is determinant of volumes of previous deliberate diversions, which this clause now clarifies.
<b>6.3</b>	<p>Any determination by the Company made under rule 6.1 for Customers using specified drainage systems will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Company is reasonably able to make water available to be taken by Customers using specified drainage systems, taking into consideration any existing or prospective constraints in the Company's Supply Works;</p> <p>(2) any other factor determined by the Company from time to time.</p>	<p>Any determination by the Company made under rule 6.1 for Customers using specified drainage systems will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Company is reasonably able to make water available to be taken by Customers using specified drainage systems, taking into consideration any existing or prospective constraints in the Company's Supply Works;</p> <p><u>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as surplus; and</u></p> <p>(3) any other factor determined by the Company from time to time.</p>	(CONTEXT) the take of Surplus Water is determinant of volumes of previous deliberate diversions, which this clause now clarifies.
<b>7</b>	<b>Internal surplus [storage] water</b>	<p><del>Internal surplus [storage] water</del> <u>Mirrool Creek [Storage] Water</u></p> <p><b>NB</b> – all references to Internal surplus [storage] water in clause 7 have been replaced with Mirrool Creek [Storage] Water</p>	(ADMIN) updating reference.

<b>7.2</b>	<p>Any determination made by the Company under rule 7.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant triggers specified in the Barren Box Storage Operational Guidelines, as the case may be, are exceeded;</p> <p>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as surplus;</p> <p>(3) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works, Lake Wyangan and Barren Box Storage; and</p> <p>(4) any other factor determined by the Company from time to time.</p>	<p>Any determination made by the Company under rule 7.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant triggers specified in the Barren Box Storage Operational Guidelines, as the case may be, are exceeded;</p> <p>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as surplus;</p> <p>(3) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works, <del>Lake Wyangan</del> and Barren Box Storage; and</p> <p>(4) any other factor determined by the Company from time to time.</p>	(ADMIN) reference no longer applicable.
<b>New</b>	New	<b>Lake Wyangan [Supplementary] Water</b>	(ADMIN) updating reference.
<b>New</b>	New	<b>Lake Wyangan [Surplus] Water</b>	(ADMIN) updating reference.
<b>New</b>	<p>Any determination by the Company made under rule 9.1 for Customers using specified drainage systems will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Company is reasonably able to make water available to be taken by Customers using specified drainage systems, taking into consideration any existing or prospective constraints in the Company's Supply Works; and</p> <p>(2) any other factor determined by the Company from time to time.</p>	<p>Any determination by the Company made under rule 9.1 for Customers using specified drainage systems will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the Company is reasonably able to make water available to be taken by Customers using specified drainage systems, taking into consideration any existing or prospective constraints in the Company's Supply Works;</p> <p><u>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as Surplus Water; and</u></p> <p>(3) any other factor determined by the Company from time to time.</p>	(CONTEXT) the take of Surplus Water is determinant of volumes of previous deliberate diversions, which this clause now clarifies.
<b>New</b>	New	<b>Lake Wyangan [Storage] Water</b>	(ADMIN) updating reference.
<b>New</b>	<p>If the Company announces a determination that Lake Wyangan Surplus [Storage] Water may be taken under this rule, a volume determined by the Company will be made available to be taken by Customers using Company-approved Supply Works on Lake Wyangan and Barren Box Storage during the period of any and each announced determination, in accordance with rule 10.2. The Company may determine the volume which each Customer is permitted to take.</p>	<p>If the Company announces a determination that Lake Wyangan Surplus [Storage] Water may be taken under this rule, a volume determined by the Company will be made available to be taken by Customers using Company-approved Supply Works on Lake Wyangan and <del>Barren Box Storage</del> during the period of any and each announced determination, in accordance with rule 10.2. The Company may determine the volume which each Customer is permitted to take.</p>	(ADMIN) reference no longer applicable.
<b>New</b>	<p>Any determination made by the Company under rule 10.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant triggers determined under the Lake Wyangan Rules, and specified in the Barren Box Storage Operational Guidelines, as the case may be, are exceeded;</p> <p>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as Surplus Water;</p>	<p>Any determination made by the Company under rule 10.1 will be at the Company's discretion and may take into consideration:</p> <p>(1) whether the relevant triggers determined under the Lake Wyangan Rules, <del>and specified in the Barren Box Storage Operational Guidelines, as the case may be,</del> are exceeded;</p> <p>(2) volumes of previous deliberate diversions, which may therefore be unavailable to be taken as Surplus Water;</p>	(ADMIN) reference no longer applicable.

	(3) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works, Lake Wyangan and Barren Box Storage; and  (4) any other factor determined by the Company from time to time.	(3) whether the Company is reasonably able to make water available for Customers to take, in respect of any existing or prospective constraints in the Company's Supply Works, <u>and</u> Lake Wyangan <u>and Barren Box Storage</u> ; and  (4) any other factor determined by the Company from time to time.	
<b>9.1</b>	A Customer:  (1) will have no right to take Surplus Water except under a Water Delivery Contract between the Customer and the Company  (2) will have no right to take Surplus Water except via an approved water order as per the Access and Ordering Rules; and  (3) will have no right to take Surplus Water if the Customer is in default of the Water Delivery Contract between the Customer and the Company.	A Customer:  (1) will have no right to take Surplus Water except under a Water Delivery Contract between the Customer and the Company  (2) will have no right to take Surplus Water except via an approved water order <u>and via approved Supply Works</u> as per the Access and Ordering Rules; and  (3) will have no right to take Surplus Water if the Customer is in default of the Water Delivery Contract between the Customer and the Company.	(CONTEXT) Surplus Water must be taken through approved Supply Works and not unauthorised supply points.
<b>9.3</b>	The maximum volume of water which is permitted to be taken in a Water Year by Company approved Supply Works is the aggregate of:  (1) any volume of General Security Surplus Water taken in accordance with these Rules;  (2) any volume of Maximum Annual Extraction Volume taken in accordance with these Rules;  (3) any volume of Internal Surplus [Storage] Water taken in accordance with these Rules; and  (4) any Water Allocation taken by the Customer or delivered by the Company in accordance with a Water Entitlements Contract or Water Delivery Contract.	The maximum volume of water which is permitted to be taken in a Water Year by Company approved Supply Works is the aggregate of:  (1) any volume of General Security Surplus Water taken in accordance with these Rules;  (2) any volume of Maximum Annual Extraction Volume taken in accordance with these Rules;  (3) any volume of <del>Internal Surplus</del> <u>Mirrool Creek [Storage] Water and or Lake Wyangan</u> [Storage] Water taken in accordance with these Rules; and  (4) any Water Allocation taken by the Customer or delivered by the Company in accordance with a Water Entitlements Contract or Water Delivery Contract.	(ADMIN) updating reference.
<b>11.1</b>	<del>(Internal Surplus [HOU] Water)</del> A Customer may temporarily transfer Internal Surplus [HOU] Water within Wah Wah.	<del>(Internal Surplus [HOU] Mirrool Creek [Supplementary] Water)</del> A Customer may temporarily transfer Internal Surplus [HOU] Water within Wah Wah.	(ADMIN) updating reference.
<b>11.2</b>	New	<del>(Lake Wyangan [Supplementary] Water)</del> A Customer may temporarily transfer Lake Wyangan [Supplementary] Water to other Customers who hold Lake Wyangan [Supplementary] Water rights.	(ADMIN) updating reference.
<b>11.3</b>	<del>(Internal Surplus [non-HOU] Water – Lake Wyangan)</del> A Customer may temporarily transfer Internal Surplus [non-HOU] Water only to another Customer who is permitted to take Internal Surplus [non-HOU] Water with respect to the same storage cell in Lake Wyangan. The temporary transfer of Internal Surplus [non-HOU] Water in respect of Lake Wyangan is effected by the transfer to the transferee of all of the rights derived, in the remaining part of the Water Year, from the volume of Maximum Annual Extraction Volume which is transferred. For the purposes of this rule 11.3, the South Lake and the North Lake (each as defined in the Lake Wyangan Rules) are each a storage cell in Lake Wyangan.	<del>(Internal Surplus [non-HOU] Lake Wyangan [Surplus] Water – Lake Wyangan)</del> A Customer may temporarily transfer Internal Surplus [non-HOU] Water only to another Customer who is permitted to take Internal Surplus [non-HOU] Water with respect to the same storage cell in Lake Wyangan. The temporary transfer of Internal Surplus [non-HOU] Water in respect of Lake Wyangan is effected by the transfer to the transferee of all of the rights derived, in the remaining part of the Water Year, from the volume of Maximum Annual Extraction Volume which is transferred. For the purposes of this rule 11.3, the South Lake and the North Lake (each as defined in the Lake Wyangan Rules) are each a storage cell in Lake Wyangan.	(ADMIN) updating reference.



11.4	The Transfer and Conversion Rules apply, with the necessary changes, to dealings under this rule 11. In the event of any inconsistency, this rule 11 prevails to the extent necessary to resolve the inconsistency.	The Transfer and <del>Conversion</del> Rules apply, with the necessary changes, to dealings under this rule <del>44-14</del> <u>14</u> . In the event of any inconsistency, this rule <del>44</del> <u>14</u> prevails to the extent necessary to resolve the inconsistency.	(ADMIN) updating reference.
12.1	<b>(General Security Surplus Water)</b> General Security Surplus Water, as it derives from a General Security Water Entitlement and is specified in the Customer's Water Entitlements Contract, cannot be separately permanently transferred. If a General Security Water Entitlement is permanently transferred, General Security Surplus Water is automatically transferred with the General Security Water Entitlement; that is, the two are bundled together.	<b>(General Security Surplus Water)</b> General Security Surplus Water, as it derives from a General Security Water Entitlement and is specified in the Customer's Water Entitlements Contract, cannot be separately <del>permanently transferred</del> <u>on a permanent basis</u> . If a General Security Water Entitlement is permanently transferred, General Security Surplus Water is automatically transferred with the General Security Water Entitlement; that is, the two are bundled together.	(ADMIN) updating reference.
12.3	<b>(Internal Surplus [HOU] Water)</b> Internal Surplus [HOU] Water may be permanently transferred only to Customers for use on Landholdings in Wah Wah.	<del>Internal Surplus [HOU] Mirrool Creek [Supplementary] Water</del> Internal Surplus <u>[HOU] Mirrool Creek [Supplementary] Water</u> may be permanently transferred only to Customers for use on Landholdings in Wah Wah.	(ADMIN) updating reference.
12.4	<b>(Internal Surplus [non-HOU] Water – Lake Wyangan)</b> A Customer may permanently transfer Internal Surplus [non-HOU] Water with respect to Lake Wyangan only to another Customer whose Rights of Access Certificate specifies Internal Surplus [non-HOU] Water with respect to the same storage cell in Lake Wyangan. The permanent transfer of Internal Surplus [non-HOU] Water in respect of Lake Wyangan is effected by decreasing the volume of the transferor's Maximum Annual Extraction Volume and increasing the volume of the transferee's Maximum Annual Extraction Volume by the volume transferred. For the purposes of this rule 12.4, the South Lake and the North Lake (each as defined in the Lake Wyangan Rules) are each a storage cell in Lake Wyangan.	<del>(Internal Surplus [non-HOU] Water – Lake Wyangan [Surplus] Water)</del> A Customer may permanently transfer <u>Internal Surplus [non-HOU] Lake Wyangan [Surplus] Water</u> with respect to Lake Wyangan only to another Customer whose Rights of Access Certificate specifies <u>Internal Surplus [non-HOU] Lake Wyangan [Surplus] Water</u> with respect to the same storage cell in Lake Wyangan. The permanent transfer of <del>Internal Surplus [non-HOU] Lake Wyangan [Surplus] Water</del> in respect of Lake Wyangan is effected by decreasing the volume of the transferor's Maximum Annual Extraction Volume and increasing the volume of the transferee's Maximum Annual Extraction Volume by the volume transferred. For the purposes of this rule <del>12.4</del> <u>15.4</u> , the South Lake and the North Lake (each as defined in the Lake Wyangan Rules) are each a storage cell in Lake Wyangan.	(ADMIN) updating reference.
12.5	<b>(Internal Surplus [Storage] Water)</b> Internal Surplus [Storage] Water cannot be permanently transferred, unless the Customer's Rights of Access Certificate specifically allows permanent transfer, and then only as specified in the Rights of Access Certificate.	<del>(Internal Surplus Lake Wyangan [Storage] Water)</del> Internal Surplus <u>Lake Wyangan [Storage] Water</u> cannot be permanently transferred, unless the Customer's Rights of Access Certificate specifically allows permanent transfer, and then only as specified in the Rights of Access Certificate.	(ADMIN) updating reference.
12.6	The Transfer and Conversion Rules apply, with the necessary changes, to dealings under this rule 12. In the event of any inconsistency, this rule 12 prevails to the extent necessary to resolve the inconsistency.	The Transfer and <del>Conversion</del> Rules apply, with the necessary changes, to dealings under this rule <del>42-15</del> <u>15</u> . In the event of any inconsistency, this rule <del>42</del> <u>15</u> prevails to the extent necessary to resolve the inconsistency.	(ADMIN) updating reference.
15.3	Without limiting rule 15.2:  (1) the Customer acknowledges that using drainage water for irrigation supply may involve a greater level of risk than the usual level of risk involved in taking water for irrigation supply; and  (2) ;  (3) the Customer accepts all risks associated with the use of Surplus Water.	Without limiting rule <del>45.2</del> <u>18.2</u> :  (1) the Customer acknowledges that using drainage water for irrigation supply may involve a greater level of risk than the usual level of risk involved in taking water for irrigation supply; and  ( <del>2</del> ) ;  (3) the Customer accepts all risks associated with the use of Surplus Water.	(ADMIN) updating reference.
<b>Schedule 1 – 1.1</b>	This Schedule 1 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation, Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water, from Lake Wyangan.	This Schedule 1 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation, <u>Internal Surplus [non-HOU] Lake Wyangan [Surplus] Water</u> and <u>Internal Surplus Lake Wyangan [Storage] Water</u> , from Lake Wyangan.	

<b>Schedule 1 – 2.3(3)</b>	water levels in Lake Wyangan do not include any increases in the water levels caused by the deliberate diversion of water to Lake Wyangan by the Company.	water levels in Lake Wyangan do not include any increases in the water levels caused by the <u>any</u> deliberate diversion of water to Lake Wyangan by the Company.	(ADMIN) grammatical amendment.
<b>Schedule 1 – 4.1</b>	<p>The table in Item 1 of rule 7 specifies the water levels in the South Lake below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from the South Lake is debited from the Customer's Water Allocation Account;</p> <p>(2) any volume of water extracted by the Customer from the South Lake is debited from the Customer's Lake Wyangan Account; or</p> <p>(3) any volume of water extracted by the Customer from the South Lake is not debited from the Customer's Water Allocation Account or the Customer's Lake Wyangan Account.</p>	<p>The table in Item 1 of rule 7 <u>of this Schedule 1</u> specifies the water levels in the South Lake below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from the South Lake is debited from the Customer's Water Allocation Account;</p> <p>(2) any volume of water extracted by the Customer from the South Lake is debited from the Customer's Lake Wyangan Account; or</p> <p>(3) any volume of water extracted by the Customer from the South Lake is not debited from the Customer's Water Allocation Account or the Customer's Lake Wyangan Account.</p>	(ADMIN) clarifying reference.
<b>Schedule 1 – 4.2</b>	<p>The table in Item 2 of rule 7 specifies the water levels in the North Lake below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from the North Lake is debited from the Customer's Water Allocation Account;</p> <p>(2) any volume of water extracted by the Customer from the North Lake is debited from the Customer's Lake Wyangan Account; or</p> <p>(3) any volume of water extracted by the Customer from the North Lake is not debited from the Customer's Water Allocation Account or the Customer's Lake Wyangan Account.</p>	<p>The table in Item 2 of rule 7 <u>of this Schedule 1</u> specifies the water levels in the North Lake below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from the North Lake is debited from the Customer's Water Allocation Account;</p> <p>(2) any volume of water extracted by the Customer from the North Lake is debited from the Customer's Lake Wyangan Account; or</p> <p>(3) any volume of water extracted by the Customer from the North Lake is not debited from the Customer's Water Allocation Account or the Customer's Lake Wyangan Account.</p>	(ADMIN) clarifying reference.
<b>Schedule 1 – 4.3</b>	The Company may vary the water levels specified in rule 7 at any time at its discretion.	The Company may vary the water levels specified in rule 7 <u>of this Schedule 1</u> at any time at its discretion.	(ADMIN) clarifying reference.
<b>Schedule 1 – 6.1</b>	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water in respect of Lake Wyangan.	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's <del>Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water</del> <u>Internal Surplus Lake Wyangan [Storage] Water</u> in respect of Lake Wyangan.	(ADMIN) updating reference.
<b>Schedule 1 – 6.2</b>	If the Customer permanently transfers all of the Customer's Maximum Annual Extraction Volume, the Customer's Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water in respect of Lake Wyangan are terminated.	If the Customer permanently transfers all of the Customer's Maximum Annual Extraction Volume, the Customer's <del>Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water</del> <u>Internal Surplus Lake Wyangan [Storage] Water</u> in respect of Lake Wyangan are terminated.	(ADMIN) updating reference.
<b>Schedule 1 - 7 - Item 1</b>	The Company may determine that Internal Surplus [Storage] Water may be taken under the Surplus Water Rules. Internal Surplus [Storage] Water will not be debited against the Customer's Lake Wyangan Account or the Customer's Water Allocation Account.	The Company may determine that <del>Internal Surplus Lake Wyangan [Storage] Water</del> <u>Internal Surplus Lake Wyangan [Storage] Water</u> may be taken under the Surplus Water Rules. <del>Internal Surplus</del> <u>and if the Company makes such a determination then Lake Wyangan [Storage] Water</u> will not be debited against the Customer's Lake Wyangan Account or the Customer's Water Allocation Account.	(ADMIN) updating reference and clarifying statement.
<b>Schedule 1 - 7 - Item 2</b>	The Company may determine that Internal Surplus [Storage] Water may be extracted by the Customer from the North Lake under the Surplus Water Rules. Internal Surplus [Storage] Water will not be debited against the Customer's Lake Wyangan Account or the Customer's Water Allocation Account.	The Company may determine that <del>Internal Surplus Lake Wyangan [Storage] Water</del> <u>Internal Surplus Lake Wyangan [Storage] Water</u> may be extracted by the Customer from the North Lake under the Surplus Water Rules. <del>Internal Surplus</del> <u>and if the Company makes such a determination then Lake Wyangan [Storage] Water</u> will not be debited against the Customer's Lake Wyangan Account or the Customer's Water Allocation Account.	(ADMIN) updating reference and clarifying statement.

<b>Schedule 2 – 1.1</b>	This Schedule 2 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation and Internal Surplus [non-HOU] Water, from Mirrool Creek.	This Schedule 2 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation and <del>Internal Surplus [non-HOU]</del> <u>Mirrool Creek [Surplus]</u> Water, from Mirrool Creek.	(ADMIN) updating reference.
<b>Schedule 2 – 4.1</b>	<p>The table in rule 7 specifies the water levels in Barren Box Storage below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from Mirrool Creek is debited from the Customer's Water Allocation Account;</p> <p>(2) the Company may determine to permit the Customer to take Supplementary Water Allocation; or</p> <p>(3) the Company may determine to permit the Customer to take Internal Surplus [non-HOU] Water.</p>	<p>The table in rule 7 <u>of this Schedule 2</u> specifies the water levels in Barren Box Storage below, at or above which, as the case may be:</p> <p>(1) any volume of water extracted by the Customer from Mirrool Creek is debited from the Customer's Water Allocation Account;</p> <p>(2) the Company may determine to permit the Customer to take Supplementary Water Allocation; or</p> <p>(3) the Company may determine to permit the Customer to take <del>Internal Surplus [non-HOU]</del> <u>Mirrool Creek [Surplus]</u> Water.</p>	(ADMIN) updating reference.
<b>Schedule 2 – 4.2</b>	The Company may vary the water levels specified in rule 7 at any time at its discretion.	The Company may vary the water levels specified in rule 7 <u>of this Schedule 2</u> at any time at its discretion.	(ADMIN) clarifying reference.
<b>Schedule 2 – 7.1</b>	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's Supplementary Water Allocation and Internal Surplus [non-HOU] Water in respect of Mirrool Creek.	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's Supplementary Water Allocation and <del>Internal Surplus [non-HOU]</del> <u>Mirrool Creek [Surplus]</u> Water in respect of Mirrool Creek.	(ADMIN) updating reference.
<b>Schedule 2 – 8</b>	<p>In this rule 7, references to the "storage ceiling" are to the storage level shown in the graph published on the Company's web site or in the Barren Box Storage Operational Guidelines. The Company may vary the graph from time to time at its discretion, and the variation takes effect immediately once it is published on the Company's web site or in the Barren Box Storage Operational Guidelines.</p> <p>...</p> <p>The Company may determine that Internal Surplus [non-HOU] Water may be taken under the Surplus Water Rules using the Customer's Works.</p>	<p>In this rule <del>7</del> <u>8 of Schedule 2</u>, references to the "storage ceiling" are to the storage level shown in the graph published on the Company's <del>web site</del> <u>website</u> or in the Barren Box Storage Operational Guidelines. The Company may vary the graph from time to time at its discretion, and the variation takes effect immediately once it is published on the Company's web site or in the Barren Box Storage Operational Guidelines.</p> <p>...</p> <p>The Company may determine that <del>Internal Surplus [non-HOU]</del> <u>Mirrool Creek [Surplus]</u> Water may be taken under the Surplus Water Rules using the Customer's Works.</p>	(ADMIN) updating reference.
<b>Schedule 3 – 1.1</b>	This Schedule 3 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation, Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water, from Barren Box Storage.	This Schedule 3 applies to the taking of Water Allocation and Surplus Water, including Supplementary Water Allocation, <del>Internal Surplus [non-HOU]</del> <u>Mirrool Creek [Surplus]</u> Water and <del>Internal Surplus</del> <u>Mirrool Creek</u> [Storage] Water, from Barren Box Storage.	(ADMIN) updating reference.
<b>Schedule 3 – 5.1</b>	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's Supplementary Water Allocation, Internal Surplus [non-HOU] Water and Internal Surplus [Storage] Water in respect of Barren Box Storage.	If an Event of Default occurs in respect of a Customer, the Company may, without limiting the Company's rights under the Documents, terminate the Customer's Supplementary Water Allocation, <del>Internal</del> <u>Mirrool Creek</u> [Surplus <del>[non-HOU]</del> ] Water and <del>Internal Surplus</del> <u>Mirrool Creek</u> [Storage] Water in respect of Barren Box Storage.	(ADMIN) updating reference.

## Transfer Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
3.1(4)	Conversion means cancellation of Water Entitlements of one category and the issue of Water Entitlements of another category, by one of the arrangements set out in rule 43;	<del>Conversion means cancellation of Water Entitlements of one category and the issue of Water Entitlements of another category, by one of the arrangements set out in rule 43;</del>	(CONTEXT) conversions are currently embargoed by the State.
3.1(22)	Part F means rules 43 to 50;	Part F means rules 43 to 50;	(CONTEXT) conversions are currently embargoed by the State, hence Part F no longer remains in the document. Part F was removed in last year's amendments, but this reference failed to be removed at that time.
3.1(26)	Transaction means an Annual Transfer, Single Water Allocation Account, Lease, Permanent Transfer, Transformation or Conversion;	Transaction means an Annual Transfer, Single Water Allocation Account, Lease, Permanent Transfer, <u>or</u> Transformation <del>or Conversion</del> ;	(CONTEXT) conversions are currently embargoed by the State.
3.3	Clause 1.2 (Interpretation) of the Contract applies to these Transfer Rules with the necessary changes.	<del>Clause 1.2 (Interpretation) of the Contract applies to these Transfer Rules with the necessary changes.</del>	(SIMPLIFIED) simplifying the Rules document
5.5	Applications in respect of a Lease, Permanent Transfer or Conversion must, unless the Company agrees otherwise, be accompanied by:	Applications in respect of a Lease, <u>or</u> Permanent Transfer <del>or Conversion</del> must, unless the Company agrees otherwise, be accompanied by:	(CONTEXT) conversions are currently embargoed by the State.
33.1(4)	Internal Surplus [HOU] Water, Internal Surplus [Storage] Water and Internal Surplus [non-HOU] Water, each as defined in the Surplus Water Rules.	<del>Internal Surplus [HOU] Water, Internal Surplus [Storage] Water and Internal Surplus [non-HOU] Water, Lake Wyangan [Supplementary] Water, Lake Wyangan [Surplus] Water, Lake Wyangan [Storage] Water, Mirrool Creek [Supplementary] Water, Mirrool Creek [Surplus] Water, Mirrool Creek [Storage] Water, each as defined in the Surplus Water Rules.</del>	(CONTEXT) these changes coincide with the changes made to terminology in the Surplus Water Rules (discussed above).