

# Access and Ordering Rules

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## 1. Introduction

- 1.1 This document contains the Access and Ordering Rules of the Company that are binding under the Water Entitlements Contract and the Water Delivery Contract (together, the **Contract**). A Customer's Contract binds them to these Rules.
- 1.2 These Rules should be read in conjunction with, and are subject to:
- (1) the Contract;
  - (2) the other Rules created under the Contract;
  - (3) the *Water Act 2007* (Cth) and the water market rules, and water charge rules made under it;
  - (4) all other relevant laws, regulations, orders, and Licences.

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## 2. Definitions and interpretation

- 2.1 In these Rules, the following words have these meanings unless the contrary intention appears:
- (1) **Change Request** means a request by a Customer to change a Water Order;
  - (2) **Cut-off Time** means 11 am each day;
  - (3) **Service Level and Flow Rate Schedule** means a schedule of the current determinations made by the Company under rules 3.1 and 3.3;
  - (4) **Stop Request** means a request by a Customer to cancel a Water Order or cease the delivery of water requested by a Water Order;
  - (5) **Water Order** means a request by a Customer for the delivery of water under the Water Delivery Contract and these Rules, in accordance with a Right of Access; and
  - (6) **Water Ordering Facility** means the facility (including any upgrade or change of name) for Customers to place Water Orders by telephone or by using the Company's web site.
- 2.2 In these Rules, unless the contrary intention appears, a word or phrase defined in the Documents has the same meaning in these Rules.
- 2.3 In these Rules, unless the contrary intention appears, reference to Water Allocation ordered for delivery or delivery of a volume of Water Allocation includes any volume of water that the Company determines, in accordance with the Contract, has been taken or delivered.

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## 3. Determination of service levels and flow rates

- 3.1 The Company may, from time to time, determine levels of service that apply to a Customer's Rights of Access, provided such determinations are made by the Company on a reasonable basis and with regard to the capacity and restraints of the Company's Works.
- 3.2 Without limiting rule 3.1, the Company may determine levels of service in relation to:
- (1) whether delivery of Water Allocation is continuously available;
  - (2) the availability of the Company's Works for the delivery of Water Allocation on different dates throughout the Water Year;

- (3) access to the Company's Drainage Works;
  - (4) the period of notice required to be given by a Customer for a valid Water Order under rule 4; and
  - (5) the time of day for the commencement and cessation of delivery of Water Allocation in accordance with Water Orders.
- 3.3 The Company may, from time to time, determine the minimum water flow rates per day per Delivery Entitlement that apply, subject to the Water Delivery Contract, in parts of the Company's Works from time to time.
- 3.4 The Company may, at any time, vary, amend, supplement, or replace a determination made under rule 3.1 or rule 3.3, provided it acts reasonably when doing so.

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## 4. Ordering water

- 4.1 In order to receive water under the Water Delivery Contract, a Customer must place a Water Order in accordance with this rule 4.
- 4.2 For a Water Order to be valid, it must:
- (1) be placed using the Company's Water Ordering Facility and must address all requirements required by that facility from time to time; and
  - (2) meet the minimum flow rate requirements as set out in table 1 of the Schedule.
- 4.3 Subject to clause 4.4, the minimum lead time for a Water Order is as follows:
- (1) for manually operated Connections, a Water Order must be placed at least 48 hours in advance of the desired delivery time.
  - (2) for automated Connections, a Water Order must be placed at least 24 hours in advance of the desired delivery time.
- 4.4 A Water Order received by the Cut-off Time will be processed on that same day, whereas a Water Order received after the Cut-off Time will be processed on the next day.
- 4.5 Where the Company is of the reasonable opinion that there is an external event beyond its control that may impact its ability to meet a valid Water Order, then the Company is relieved of its obligation to satisfy that Water Order but must instead use reasonable endeavours to satisfy that Water Order at the next available opportunity. For the purposes of this clause, an external event beyond the control of the Company includes, but is not limited to, an extreme weather event, a shortage of water available at the Company's river offtakes, or a Force Majeure Event.
- 4.6 In the event that the Company intends to enforce rule 4.5 of these Rules, it will use reasonable endeavours to provide the Customer with prior notice before doing so, which may be communicated, amongst other methods, verbally, via SMS, or through the Company's Water Ordering Facility.
- 4.7 The Company must ensure that its Water Ordering Facility enables a Customer to obtain information, updated at least monthly, about the volume of water taken by, or delivered to, the Customer in the relevant Water Year, including where this has been registered by a Meter or otherwise determined by the Company.
- 4.8 Customers are responsible for forecasting their own water needs and must take in to account the timing of delivery of water under this rule 4 when placing a valid Water Order. Save for

clause 4.7, the Customer will not be entitled to make any Claim against the Company for any Loss suffered by the Customer that was caused by a failure to receive a delivery of water.

4.9 Subject to rule 4.10, if the Customer:

- (1) has placed a valid Water Order; and
- (2) has not received the water requested within 24 hours after the expected date for delivery of the water,

then the Customer must notify the Company immediately that the water has not been received and must take all genuine and reasonable steps necessary to mitigate any Loss or damage that may be suffered by the Customer as a result of not receiving delivery of the water. If the Customer does not notify the Company within five days after the expected date for delivery of the water that the water has not been received, the Water Order will be deemed to have been cancelled by the Customer.

4.10 Nothing in rule 4.9 is intended to supersede any rights and protections the Company has under clause 8 of the Water Delivery Contract for the non-delivery of water.

4.11 To the extent that there is any inconsistency between anything in these Rules and the procedures, instructions, and user guides for using the Company's Water Ordering Facility, these Rules prevail.

4.12 Unless otherwise specified by the Company, manual operation of the Company's Supply Works (including on-site manual operation and remote manual operation) will occur between the hours of 6 am and 6 pm each day.

4.13 The Company will not be liable to the Customer for any Loss suffered as a result of a failure to deliver water where the Customer has failed to comply with this rule 4.

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## **5. Changing or cancelling water orders**

5.1 In order to change, stop or cancel a Water Order, a Customer must lodge a Change Request or a Stop Request in accordance with this rule 5.

5.2 Change Requests and Stop Requests must occur as follows:

- (1) for manually operated Connections, Change Requests and Stop Requests must be placed before the Cut-off Time that precedes the date for delivery specified in the relevant Water Order.
- (2) for automated Connections, Change Requests and Stop Requests must be placed at least two hours prior to the time for delivery specified in the relevant Water Order.

5.3 The Company will use reasonable endeavours to meet approved Change Requests and Stop Requests that are placed in accordance with this rule 5.

5.4 If the Customer makes a Change Request or Stop Request after the deadline set out in rule 5.2, the Company may, at the Company's option:

- (1) change, cancel or stop the Water Order in accordance with the Change Request or Stop Request; or
- (2) deliver the water ordered by the Water Order and debit the volume of Water Allocation ordered from the Customer's Water Allocation Account.

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## **6. Unauthorised taking of water**

- 6.1 Where a Customer has taken water without a Water Order approved by the Company, or has taken water in excess of that stated in a Water Order approved by the Company, then the Company may:
- (1) determine the volume of water taken by, or delivered to, the Customer using any reasonable means it considers fit; and
  - (2) charge the Customer those fees stated in the Charges Rules for unauthorised usage, if applicable.

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## **7. Restricted water availability**

- 7.1 Without limiting the Company's rights under the Contract, the Company may suspend or vary the operation of anything in these Rules that is affected by or is inconsistent with:
- (1) a new Legal Requirement, a change to a Legal Requirement (including its interpretation) or the suspension of a Legal Requirement;
  - (2) a new rule or decision being made by any Government Agency, or a change in any rule or decision of any Government Agency;
  - (3) a new administrative practice or policy being introduced by any Government Agency, or a change in any administrative practice or policy of any Governmental Agency;
  - (4) the principles to be applied by a Government Agency with respect to the regulation of the irrigation industry and, in particular, matters affecting revenue, prices and charges and service levels;
  - (5) the regulation of the irrigation industry (including any act or omission by a Government Agency) and other industries (and the relationship of such other industry regulation to the regulation of the irrigation industry); or
  - (6) the result of reviews by a Government Agency or any policies or procedures which it adopts,

including any law, rule, decision, practice or policy, or any change in any law, rule, decision, practice or policy which takes effect retrospectively.

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## **8. Determinations affecting meter readings**

- 8.1 For the purposes of determining whether a volume of water delivered by the Company is materially different from the volume registered by a Meter installed by the Company, the Company may:
- (1) make a determination in accordance with the Water Delivery Contract; or
  - (2) in the alternative, refer to the determinations set out in the Schedule.

## Schedule - Determinations affecting meter readings

If actual flow rates of water delivered in respect of a Water Order meet or exceed the benchmarks set out in the Table 1, the volume delivered will be taken as recorded on the Meter.

Table 1:

Outlet	Minimum Flow rate (ML/Day)	Scour Flow rate (ML/Day)
Low Flow	0.08	0.95
Small	0.31	3.12
Medium	0.85	7.49
Medium-Large	1.63	19.68
Large	3.64	43.62

If actual flow rates of water delivered following a Water Order measured by a 525mm Dia Doppler/Magflow Meter, 450mm Dia Doppler/Magflow Meter or 300mm Dia Doppler/Magflow Meter do not meet or exceed the benchmarks set out in Table 1: Flow rate benchmarks, the Company will apply the flow rates set in Table 2

Table 2

Table 2 Meter type	Flow rate
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