



Amendments to Water Entitlements 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(4)	(5) Annual Allocation means the Water Allocation determined under clause Error! Reference source not found. from time to time;	(4) Annual Allocation means the Water Allocation determined under clause 6 from time to time;	(ADMIN) Change to clause reference.
1.1(9)	(10) Charges includes: <ul style="list-style-type: none"> (a) all charges and any other sums of money payable by the Customer to the Company under any Documents or the Charges Rules; (b) any other sum of money owing or payable by the Customer to the Company or a Related Body Corporate; (c) any other sum of money agreed between the Customer and the Company to be a Charge; and (d) interest on those charges and sums of money; 	(9) Charges includes: <ul style="list-style-type: none"> (e) all charges and any other sums of money payable by the Customer to the Company under any Documents or the Charges Rules; (f) 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; (g) any other sum of money agreed between the Customer and the Company to be a Charge; and (h) interest on those charges and sums of money; 	(CONTEXT) To ensure that 'Related Body Corporate' is read and understood as per the Corporations Act.
1.1(19)	(20) Event of Default means any of the events referred to in clause Error! Reference source not found. ;	(19) Event of Default means any of the events referred to in clause Error! Reference source not found.	(ADMIN) Change to clause reference.
1.1(30)	(30) Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act;	Clause deleted	(SIMPLIFIED) Superfluous definition, where 'Related Body Corporate' is defined in clause 1.1(5).
1.1(31)	(33) 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;	(31) 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(34)	(36) Transfer Rules means the rules determined by the Company in relation to, among other things, the arrangements for: <ul style="list-style-type: none"> (i) the transfer of Water Allocation into or out of a Water Allocation Account; (j) the conversion of Water Entitlements from one category to another; (k) the leasing of Water Entitlements; 	(34) Transfer Rules means the rules determined by the Company in relation to, among other things, the arrangements for: <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; 	(CONTEXT) Sub-clauses (a) and (c) have been deleted for simplification. This is because 'transfer' and now 'leasing' are already included in the new clause (b). 'Forfeiture' has also been included in the new clause (d) to reflect what the Transfer Rules govern.

	<ul style="list-style-type: none"> (l) the permanent transfer, termination and surrender of, and other dealings with, Water Entitlements and Rights of Access; (m) 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 (n) the transfer and cancellation of, and other dealings with, shares in the Company; 	<ul style="list-style-type: none"> (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; 	
1.1(36)	(38) Water Allocation Account means an account maintained by the Company which records the crediting, acquiring, debiting and withdrawal of Water Allocation;	(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;	(CONTEXT) Confirming the Company's obligation to maintain a Water Allocation Account for the Customer.
1.1(39)	(41) Water Entitlements Certificate means a certificate issued by the Company (which may be in digital or electronic form): <ul style="list-style-type: none"> (a) evidencing (but not conferring an entitlement to) Water Entitlements; and (b) setting out binding conditions that apply with respect to the Water Entitlements under clause Error! Reference source not found.; 	(39) Water Entitlements Certificate means a certificate issued by the Company (which may be in digital or electronic form): <ul style="list-style-type: none"> (c) evidencing (but not conferring an entitlement to) Water Entitlements; and (d) setting out binding conditions that apply with respect to the Water Entitlements under clause Error! Reference source not found.; 	(ADMIN) Change to clause reference.
Interpretation			
1.2(1)(a)	(a) one gender includes the other genders;	(a) one gender includes the other gender;	(SIMPLIFIED) Simplification.
1.2(1)(b)	(b) the singular includes the plural and the plural include the singular;	(b) the singular includes the plural and vice versa;	(SIMPLIFIED) Simplification.
1.2(1)(c)	(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;	(c) a recital, clause, schedule or annexure is any reference to a clause of or recital, schedule or annexure to this Contract;	(SIMPLIFIED) Simplification.
1.2(1)(d)	(d) any contract (including this Contract), schedule, Rules, other instrument or determination includes any variation or replacement of it from time to time;	(d) any contract (including this Contract), schedule, Rules, other instrument or determination includes any variations or replacements over time;	(SIMPLIFIED) Simplification.
1.2(5)	(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;	(5) where a word or expression has a particular meaning, its other forms and grammatical variations have a corresponding meaning;	(SIMPLIFIED) Simplification.
1.2(7)	(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	(7) if an act must be completed on a non-Business day, it should be completed instead on the next Business Day;	(SIMPLIFIED) Simplification.
1.2(8)	(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.	(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	(ADMIN) Reflects the insertion of clause 1.2(9).

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 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 Delivery Contract held by the Customer; (g) the Rules. 	<p>(CONTEXT) This is a new hierarchy clause to clarify the order of precedence for the Documents in the event of any inconsistency.</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) The effect of this clause has been consolidated with clauses 15 and 29.3.</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"> (a) a copy of this Contract was posted on the Company’s website or otherwise sent to the Customer on a given date (the “Reference Date”); and (b) two months after the Reference Date the Customer holds, or continues to hold, Water Entitlements as recorded on the Company’s Water Entitlements Register; <p>then the Customer is taken to have entered into the Water Entitlements Contract with the Company from the date two months after the Reference</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"> (a) a copy of this Contract was posted on the Company’s web site or otherwise sent to the Customer on a given date (the “Reference Date”); and (b) two months after the Reference Date the Customer holds, or continues to hold, Water Entitlements as recorded on the Company’s Water Entitlements Register; <p>then the Customer is taken to have entered into the Water Entitlements Contract with the Company from the date two months after the</p>	<p>(ADMIN) Change to clause reference.</p> <p>Grammatical change.</p>
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	Date and is taken to accept all rights and obligations contained in the Water Entitlements Contract.	Reference Date and is taken to accept all rights and obligations contained in the Water Entitlements Contract.	
2.2	<p>2.2. If the Contract is commenced under clause 3.1(2), the Company is deemed, with authorisation from the Customer, to have completed Schedule 1 of the Water Entitlements Contract by entering:</p> <p>(1) the name and contact details of the Customer;</p> <p>(2) the Commencement Date, being two months after the Reference Date; 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 under clause 2.1(2), the Company is deemed, with authorisation from the Customer, to have completed Schedule 1 of the Water Entitlements Contract by entering:</p> <p>(1) the name and contact details of the Customer;</p> <p>(2) the Commencement Date, being two months after the Reference Date; 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.
Water entitlements certificates			
4.3	5.3 Where Water Entitlements are held jointly by several persons, the Company is not bound to issue more than one certificate.	4.3 Where Water Entitlements are held jointly by several persons, the Company is not bound to issue more than one certificate. <i>Where Water Entitlements are held jointly by several persons, the Company is not bound to issue more than one Water Entitlements Certificate in relation to those Water Entitlements.</i>	(CONTEXT) Clause inserted to clarify the rights given in clause 27.
4.4	<p>5.4 A certificate must state:</p> <p>(1) the name of the Company;</p> <p>(2) the name of the Customer;</p> <p>(3) the number and category of Water Entitlements for which the certificate is issued; and</p> <p>(4) any conditions which apply for the purposes of clauses Error! Reference source not found. and Error! Reference source not found.</p>	<p>4.4 A certificate must state:</p> <p>(1) <i>the matters at clause 1.1(41)(a) and 1.1(41)(c).</i></p> <p>(2) the name of the Company;</p> <p>(3) any conditions which apply for the purposes of clauses Error! Reference source not found.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(CONTEXT) Clause 4.4(1) inserted to reflect the definitions at clause 1.1(41)(a) and 1.1(41)(c) and to ensure consistency between clauses.</p> <p>(ADMIN) Change to clause reference.</p> <p>Grammatical changes.</p>
4.5	5.4 The Company will hold all Water Entitlements Certificates of the Customer. However, the Customer may, by notice in writing to the Company, direct the Company to make the Customer's Water Entitlements Certificate(s) available for inspection, or provide the Customer with a copy of the Customer's Water Entitlements Certificate(s).	4.5 The Company will hold all Water Entitlements Certificates of the Customer. However, the Customer may direct <i>in writing that</i> the Company make the Customer's Water Entitlements Certificate(s) available for inspection or provide a copy of the Customer's Water Entitlements Certificate(s).	(SIMPLIFIED) Simplification of language.
4.6	<p>5.6 The Customer acknowledges that, to the extent of any inconsistency:</p> <p>(1) a later dated Water Entitlements Certificate prevails over an earlier dated Water Entitlements Certificate; and</p> <p>(2) the Water Entitlements Register prevails over any Water Entitlements Certificate.</p>	Clause deleted	(SIMPLIFIED) Inconsistencies between documents has already been dealt with at clause 1.2(9).

Water Allocation Account

6.1	6.1. The Company must maintain a Water Allocation Account for the Customer.	Clause deleted	(SIMPLIFIED) Reflects clause 1.1(36).
5.1	6.1 Subject to clause 6.3, the Customer must not permit (including by trading of water by Annual Transfer, as defined in the Transfer Rules) the Customer's Water Allocation Account to have a balance of less than zero.	5.1 Subject to the terms of any Water Delivery Contract that the Customer also has with the Company , the Customer must not permit (including by trading of water by Annual Transfer, as defined in the Transfer Rules) the Customer's Water Allocation Account to have a balance of less than zero.	(SIMPLIFIED) Simplification of language.
6.3	6.3 If the Customer also has a Water Delivery Contract with the Company, then the Customer's Water Allocation Account may be permitted to have a balance of less than zero, subject to the terms of the Water Delivery Contract.	Clause deleted	(SIMPLIFIED) The meaning of this clause is now dealt with at clause 5.2.

Annual allocation

6.1	7.1 Subject to the balance of this clause 7, as soon as practicable after each relevant Availability Announcement during the relevant Water Year, the Company must, as soon as practicable after each relevant Availability Announcement during the relevant Water Year, credit or debit the Customer's Water Allocation Account the same volume of Water Allocation per relevant Water Entitlement as is specified per Megalitre of share component in the Availability Announcement.	6.1 The Company must, as soon as practicable after each relevant Availability Announcement during the relevant Water Year, credit or debit the Customer's Water Allocation Account the same volume of Water Allocation per relevant Water Entitlement as is specified per Megalitre of share component in the Availability Announcement.	(SIMPLIFIED) Simplification of language. (ADMIN) Grammatical changes.
6.2	7.2 The Company is under no obligation to credit Annual Allocation into the Customer's Water Allocation Account: <ul style="list-style-type: none"> (50) unless and until the Company has had water made available to it under an Access Licence, the category of which corresponds with the Customer's Water Entitlements, in accordance with the Availability Announcement for the relevant Water Year; (51) unless and until the relevant Annual Allocation has been determined; (52) to the extent that the aggregate of the Annual Allocation and Carryover Water credited in respect of any of the Customer's Water Entitlements in a Water Year would exceed a limit corresponding with the limit imposed by the Legal Requirements applicable in the relevant Water Year in respect of the corresponding category of Access Licence held by the Company; (53) unless and until the Company and the Customer have agreed upon satisfactory arrangements for: <ul style="list-style-type: none"> (a) payment of arrears (if any) of, and security for the payment of, Charges; or (b) repayment of water debts or water borrowings (including by debiting the Customer's Water Allocation Account); 	6.2 The Company is under no obligation to credit Annual Allocation into the Customer's Water Allocation Account: <ul style="list-style-type: none"> (1) unless and until the Company has had water made available to it under an Access Licence, the category of which corresponds with the Customer's Water Entitlements, in accordance with the Availability Announcement for the relevant Water Year; (2) unless and until the relevant Annual Allocation has been determined; (3) to the extent that the total of the Annual Allocation and Carryover Water credited in respect of any of the Customer's Water Entitlements would exceed a limit imposed by the Legal Requirements applicable in the relevant Water Year in respect of the corresponding category of Access Licence held by the Company; (4) until the Company and the Customer have agreed upon satisfactory arrangements for: <ul style="list-style-type: none"> (a) payment of arrears (if any) of Charges; or (b) repayment of water debts or water borrowings (including by debiting the Customer's Water Allocation Account); (5) if crediting the Annual Allocation would, in the reasonable opinion of the Company, contravene the Company's obligations under a Legal Requirement; 	(SIMPLIFIED) Simplification of language.

	<p>(54) if crediting the Annual Allocation would, in the reasonable opinion of the Company, contravene the Company's obligations under a Legal Requirement;</p> <p>(55) if the Company is entitled elsewhere in the Documents to suspend the crediting of Annual Allocation into the Customer's Water Allocation Account; or</p> <p>(56) if the Customer has otherwise agreed, including under any contract with the Company</p>	<p>(6) if the Company is entitled elsewhere in the Documents to suspend the crediting of Annual Allocation into the Customer's Water Allocation Account; or</p> <p>(7) if the Customer has otherwise agreed, including under any contract with the Company.</p>	
6.4	7.4 Water Allocation may be withdrawn or suspended by the Company to the extent that any water allocation of the Company is withdrawn or suspended under the Act. The Company must notify the Customer of a withdrawal or suspension of Water Allocation under this clause 0 as soon as practicable.	6.4 The Company may withdraw or suspend Water Allocation if the Company's water allocation is withdrawn or suspended under the Act. The Company must notify the Customer as soon as practicable after the withdrawal or suspension.	(SIMPLIFIED) Simplification of language.
Rules and other conditions			
9.1	10. 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 25.	9.1 The Company must publish the Rules on the Company's web site.	(SIMPLIFIED) Simplification of language. Amended to reflect the existing clause 22.
9.3	<p>10.3 To the extent that there is an inconsistency between a provision in any of the documents specified in clause 10.3(2) 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>(b) this Contract; and</p> <p>(c) the Rules.</p>	Clause deleted	(SIMPLIFIED) Superfluous clause where its intended meaning is covered under clause 1.2(9).
Goods and services tax			
10.1	<p>11.1 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>10.1 In this clause 10:</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>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Change to clause reference.</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>(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>	
10.3	<p>11.3 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>10.3 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>	(SIMPLIFIED) Simplification of language.
Customer to provide information			
13	<p>13.1 The Company may, by written Notice to the Customer, require the Customer to provide any information required for the Company to comply with a Legal Requirement.</p> <p>13.2 A Customer must comply with a Notice given under clause 13.1 within 45 days of that Notice, or such lesser period determined by the Company as may be required for the Company to comply with the Legal Requirement.</p>	Clause deleted	(SIMPLIFIED) Clause consolidated with new clause 20.
Default			
12.1	<p>14.1 An Event of Default occurs if:</p> <p>(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;</p> <p>(2) the Customer breaches the terms of an arrangement made to settle outstanding Charges;</p> <p>(3) the Customer repudiates, or commits a material or persistent breach of, any of the Documents;</p> <p>(4) the Customer becomes subject to an Insolvency Event.</p>	<p>12.1 An Event of Default occurs if:</p> <p>(1) any money payable by the Customer to the Company, remains unpaid for 28 days after the due date for payment;</p> <p>(2) the Customer breaches the terms of an arrangement made to settle outstanding Charges;</p> <p>(3) the Customer repudiates, or commits a material or persistent breach of, any of the Documents;</p> <p>(4) the Customer becomes subject to an Insolvency Event.</p>	(SIMPLIFIED) Simplification of language.
12.3	<p>14.3 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>	<p>12.3 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>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Grammatical change.</p>

	<p>(1) by giving notice to the Customer, suspend any determination of, or increase in, or crediting of, the Annual Allocation, without any obligation to make up any delay or shortfall once the Event of Default is remedied; or</p> <p>(2) by giving notice to the Customer, suspend the Customer's right to use, transfer, terminate, surrender or otherwise deal with the Customer's Water Entitlements and Water Allocation.</p>	<p>(1) suspend any determination of, or increase in, or crediting of, the Annual Allocation, without any obligation to make up any delay or shortfall once the Event of Default is remedied; or</p> <p>(2) suspend the Customer's right to use, transfer, terminate, surrender or otherwise deal with the Customer's Water Entitlements and Water Allocation.</p>	
12.4	<p>14.4 To the maximum extent permitted by law, without limiting clause 14.3 and subject to sections 415D, 434J and 451E of the Corporations Act, if an Event of Default occurs and is either incapable of being remedied or is not remedied within 28 days after notice to the Customer requiring it to be remedied, then to the maximum extent permitted by law, the Company may terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(1) the Customer's Water Entitlements and Water Allocation will be terminated unless they are used or transferred (in accordance with the Transfer Rules) within two months after the date of the notice;</p> <p>(2) the Company must apply a reasonable estimate of the value of any terminated Water Entitlements or Water Allocation to the money due for payment by the Customer and pay any surplus to the person entitled to it;</p> <p>(3) subject to this Contract, upon termination, each party is released from his, her or its obligation to further perform this Contract; and</p> <p>(4) 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 arose before termination.</p>	<p>12.4 Without limiting clause 12.3, 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 terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(1) the Customer's Water Entitlements and Water Allocation will be terminated unless they are used or transferred (in accordance with the Transfer Rules) within two months after the date of the notice;</p> <p>(2) the Company must apply a reasonable estimate of the value of any terminated Water Entitlements or Water Allocation to the money due for payment by the Customer and pay any surplus to the person entitled to it;</p> <p>(3) subject to this Contract, upon termination, each party is released from his, her or its obligation to further perform this Contract; and</p> <p>(4) 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 arose before termination.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Change to clause reference.</p> <p>Grammatical change.</p>
12.5	<p>14.5 Subject to sections 415D, 434J and 451E of the Corporations Act, all Costs reasonably incurred by the Company directly as a result of, or in connection with, an Event of Default, including remedying 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.</p>	<p>12.5 All Costs reasonably incurred by the Company directly as a result of, or in connection with, an Event of Default, including remedying 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.</p>	<p>(SIMPLIFIED) Simplification of language.</p> <p>(ADMIN) Grammatical change.</p>
12.6	<p>14.6 Despite anything else in this Contract, the Company may, by giving notice to the Customer, terminate this Contract with immediate effect if the Customer no longer holds any Water Entitlements or Water Allocation, in which case, the consequences of termination set out in clauses (3) and (4) will apply.</p>	<p>12.6 Despite anything else in this Contract, the Company may, by giving notice to the Customer, terminate this Contract with immediate effect if the Customer no longer holds any Water Entitlements or Water Allocation, in which case, the consequences of termination set out in clauses 12.4(3) and (4) will apply.</p>	<p>(ADMIN) Change to clause reference.</p>
12.7		<p>12.7 Clauses 12.3, 12.4 and 12.5 are subject to ss 415B, 434J and 451E of the Corporations Act.</p>	<p>(CONTEXT) Clause 18 has been included to reflect the changes in clauses 19.3, 19.4 and 19.6.</p>
Termination by the customer			
13.3	<p>15.2 Upon termination under clause 15.1:</p> <p>(1) subject to this Contract, each party is released from its obligation to further perform this Contract;</p>	<p>13.2 Upon termination under clause 13.1:</p> <p>(1) subject to this Contract, each party is released from its obligation to further perform this Contract;</p>	<p>(ADMIN) Change to clause reference.</p>

	(2) each party retains the rights, remedies and powers it may have in connection with any past breach or any Claim or obligation (including an obligation to pay money) that arose before termination.	(2) each party retains the rights, remedies and powers it may have in connection with any past breach or any Claim or obligation (including an obligation to pay money) that arose before termination.	
Power of Attorney			
14.1	16.1 For the purposes of this clause 16, the Company has only the powers set out in clause 16.2. The Customer irrevocably appoints the Company to be his, her or its attorney, for valuable consideration (including in consideration for the Company entering into this Contract).	14.1 For the purposes of this clause 14, the Company has only the powers set out in clause 14.2. The Customer irrevocably appoints the Company to be his, her or its attorney, for valuable consideration (including in consideration for the Company entering into this Contract).	(ADMIN) Change to clause reference.
14.2	16.2 If the Customer holds more shares in the Company than Corresponding Water Entitlements, the Company may do in the name of the Customer, and on his, her or its behalf, everything necessary or expedient, in the Company's discretion, to cancel the excess number of shares. The Company's power in this clause 16.2 may be exercised at any time, including after any termination or expiry of this Contract.	14.2 If the Customer holds more shares in the Company than Corresponding Water Entitlements, the Company may do in the name of the Customer, and on his, her or its behalf, everything necessary or expedient, in the Company's discretion, to cancel the excess number of shares. The Company's power in this clause 14.2 may be exercised at any time, including after any termination or expiry of this Contract.	(ADMIN) Change to clause reference.
14.4	16.3 The appointment under this clause 16 is exclusive and the Company has authority to represent the Customer to the exclusion of the Customer. The Customer is not permitted to interfere with the Company's exercise of rights as attorney.	14.3 The appointment under this clause 14 is exclusive and the Company has authority to represent the Customer to the exclusion of the Customer. The Customer is not permitted to interfere with the Company's exercise of rights as attorney.	(ADMIN) Change to clause reference.
Limitation of liability and indemnity			
15	<p>17.1 Each party releases the other party's Personnel from all Claims, whether in tort (including negligence), statute, contract or otherwise.</p> <p>17.2 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).</p> <p>17.3 Subject to clause 17.11, 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 is an amount equal to the sum of all Charges paid by the Customer to the Company during 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 for any Claim for Charges.</p> <p>17.4 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 engaged in, regarding:</p> <ol style="list-style-type: none"> (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 water made available or delivered by the Company; (3) the fitness of water for human or animal consumption, or use in spraying or irrigating crops, food, beverage or ice preparation; (4) whether or not the water has been filtered or filtered in a particular way; 	<p>15.1 Each party releases the other party's Personnel from all Claims, whether in tort (including negligence), statute, contract or otherwise.</p> <p>15.2 Subject to clause 15.4, 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.</p> <p>15.3 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.</p> <p>15.4 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:</p> <ol style="list-style-type: none"> (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. 	<p>(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.</p> <p>(SIMPLIFIED) Simplification of language.</p>

<p>(5) to the maximum extent permitted by law, the subject matter of the Documents.</p> <p>17.5 To the maximum extent permitted by law, the Customer releases the Company and its Personnel from all Claims (whether in tort [not including negligence] or in statute, contract or otherwise) and Loss which the Customer may have or incur.</p> <p>17.6 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.</p> <p>17.7 The Customer is responsible for deciding to filter or how to filter water made available or delivered by the Company.</p> <p>17.8 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>17.9 The Customer agrees that from time to time the Company treats, or may treat, 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>17.10 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 or on behalf of the Company for the purpose (directly or indirectly) of compliance with any Legal Requirement.</p> <p>17.11 The Customer indemnifies the Company against all Loss incurred by the Company arising out of or in connection with:</p> <p>(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>(2) any negligent or wilful act or omission of the Customer or its Personnel.</p> <p>17.12 The limitations of liability and indemnities under this clause 17 are in addition to any limitations of liability and indemnities available to the Company by law including under the Act.</p>	<p>15.5 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.</p> <p>15.6 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 15.7, 15.10 or 15.11 apply).</p> <p>15.7 Where Water Entitlements are held jointly within the meaning of clause 27, or held pursuant to clause 34.3, each holder of the Water Entitlements 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.</p> <p>15.8 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:</p> <p>(1) the availability or delivery of water, including the time, depth, flow rate or pressure of water;</p> <p>(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>(3) whether or not the water has been filtered, or filtered in any particular way; and</p> <p>(4) to the extent permitted by law, the subject matter of the Documents.</p> <p>15.9 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>15.10 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>15.11 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>15.12 The limitations of liability and indemnities under this clause 15 are in addition to any limitations of liability for indemnities available to the Company by law including under the Act.</p>	
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Force majeure			
16.1	18.1 In this clause 18, a Force Majeure Event means any serious event or circumstance (including a change of law, an Act of God, a natural disaster (including flood or 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) that a party did not cause and was unable to prevent or control by taking reasonable steps.	16.1 A Force Majeure Event means any serious event or circumstance (including a change of law, an Act of God, natural disaster (including flood or 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) that a party did not cause and was unable to prevent or control by taking reasonable steps.	(SIMPLIFIED) Simplification of language. (ADMIN) Grammatical change.
16.2	18.2 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 payment of Charges) and gives the other party immediate notice and particulars of: (1) the Force Majeure Event; (2) its impact on the performance of that party's obligations; (3) the expected duration of that impact; (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 payment of Charges) will not constitute an Event of Default, but only for as long as the Force Majeure Event continues.	16.2 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 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.	(SIMPLIFIED) Simplification of language.
Disputes			
17.1	19.1 If a dispute (other than a dispute relating to unpaid Charges) arises between the Customer and the Company, out of or in connection with this Contract, a party to 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 19 has been complied with.	17.1 If a dispute (other than a dispute relating to unpaid Charges) arises between the Customer and the Company, out of or in connection with this Contract, a party to 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.
17.4	19.4 If the dispute subject to the Notice of Dispute is not resolved after conferral and the parties have complied with clauses 19.1 and 19.2 in good faith, the parties may commence Court proceedings in relation to the dispute.	17.4 If the dispute subject to the Notice of Dispute is not resolved after conferral and the parties have complied with clauses 17.1 and 17.2 in good faith, the parties may commence Court proceedings in relation to the dispute.	(ADMIN) Change to clause reference.
Privacy			
18.1	20.1 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.	18.1 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.
18.2	20.2 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	18.2 In addition to clause 18.1 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	(CONTEXT) Reflects the changes in clause 24.1. (ADMIN) Change to clause reference.

	information (including personal information of each participant of the Single Water Allocation Account) in accordance with the Documents.	Allocation Account any information (including personal information of each participant of the Single Water Allocation Account) in accordance with the Documents.	
Further assurances and obligations			
20.1	22.1 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).	20.1 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 22.1.
20.2	22.2 The Customer must: (1) give to the Company any consent or authority; and (2) execute any document; 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.	20.2 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.
Severability			
21.2	23.2 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.	21.2 The rights and obligations of each party are not affected by any law that, but for this clause 21.2, would affect those rights and obligations.	(ADMIN) Change to clause reference.
No reliance			
24.1	24.1 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 15 and 29.3.
Variation			
22.2	25.2 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.	22.2 In addition to its rights under clause Error! Reference source not found. , the Company may, from time to time, without the Customer's prior consent, vary, amend, supplement or replace: (3) this Contract, by giving at least two months' prior notice to the Customer; and (4) 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 confirms the Company's ability to do either or both of the things listed in clause 28.2. (ADMIN) Change to clause reference.

22.3	25.3 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.	22.3 On or before the date on which the Company gives notice of a variation, amendment, supplementation or replacement under clause 22.2, 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.
22.4	25.4 Despite any other clause, any variation, amendment, supplementation or replacement pursuant to clause 0 must not contravene any Legal Requirement, including the Australian Consumer Law.	22.4 Any variation, amendment, supplementation or replacement pursuant to clause 22.2 must not contravene any Legal Requirement, including the Australian Consumer Law.	(ADMIN) Change to clause reference. Grammatical changes.
Rights, powers and remedies			
23.1	26.1 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.	23.1 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 26.4.
23.2	26.3 If a party does not exercise a right, power or remedy fully, or at a given time, the party may still exercise it later.	23.2 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 26.6.
23.3	26.2 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.	23.3 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 changes.
26.4	26.4 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 23.1.
26.6	26.6 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 23.2.
Continuing obligations			
24.3	27.3 Clauses 16, 17 and 32 survive the expiry or termination of this Contract.	24.3 Clauses 14 and 15 survive the expiry or termination of this Contract.	(ADMIN) Change to clause reference.
Notices			
29.1	29.1 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.	26.1 A Notice, under this Contract is not valid unless it is in writing, is legible and is in English.	(SIMPLIFIED) Simplification of language.

<p>29.2</p>	<p>29.2 For the purpose of this clause 29, a party's Contact Details means:</p> <p>(1) For the Company: Attention: Company Secretary</p> <p>Address: Murrumbidgee Irrigation Limited</p> <p>Locked Bag 6010</p> <p>Griffith NSW 2680</p> <p>Email: info@mirrigation.com.au</p> <p>(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).</p>	<p>26.2 For the purpose of this clause 26, a party's Contact Details means:</p> <p>(1) For the Company: Attention: Company Secretary</p> <p>Address: Murrumbidgee Irrigation Limited</p> <p>Locked Bag 6010</p> <p>Griffith NSW 2680</p> <p>Email: info@mirrigation.com.au</p> <p>(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).</p>	<p>(ADMIN) Change to clause reference.</p>
<p>29.3</p>	<p>29.3 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>26.3 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 26.3(1).</p> <p>(ADMIN) Grammatical change.</p>
<p>29.5</p>	<p>29.5 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.</p>	<p>26.6 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.</p>	<p>(ADMIN) Clause re-ordered.</p>
<p>29.6</p>	<p>29.6 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.</p>	<p>26.5 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.</p>	<p>(SIMPLIFIED) Simplification of language.</p>
<p>Joint holders</p>			
<p>27.1</p>	<p>30.1 Where two or more persons are registered as the holders of a Water Entitlement, the Company is not bound to treat them other than as holding the Water Entitlement 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 trustees, executors or administrators of a deceased holder) as the holders of the Water Entitlement;</p> <p>(2) the joint holders are jointly and severally liable in respect of all payments in respect of the Water Entitlement;</p>	<p>27.1 Where two or more persons are registered as the holders of a Water Entitlement, the Company is not bound to treat them other than as holding the Water Entitlement 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 trustees, executors or administrators of a deceased holder) as the holders of the Water Entitlement;</p> <p>(2) the joint holders are jointly and severally liable in respect of all payments in respect of the Water Entitlement; and</p>	<p>(SIMPLIFIED) Superfluous clause where the previous clause 30.1(4) is given meaning in clause 26.6.</p>

	<p>(3) if one holder dies, the Company is only bound to recognise the surviving holders as having interest in the Water Entitlement; and</p> <p>(4) only the first named person of a joint holding on the Water Entitlement is entitled to receive Notices from the Company and receipt by that person is deemed notice to all joint holders.</p>	<p>(3) if one holder dies, the Company is only bound to recognise the surviving holders as having interest in the Water Entitlement.</p>	
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Interests in water entitlements

28.1	31.1 If Customer who is a sole holder of Water Entitlements dies, the Company is only obliged to recognise the personal legal representative of the deceased Customer as being entitled to the deceased Customer's interest in their Water Entitlements.	28.1 If Customer who is a sole holder of Water Entitlements dies, the Company is only obliged to recognise the personal legal representative of the deceased Customer as being entitled to the deceased Customer's interest in their Water Entitlements, except as required by law.	(CONTEXT) Expressly gives rights to interests in rights of access as required by law.
31.2	31.2 If a Customer who is a joint holder of Water Entitlement dies, clause 30.1(3) applies and the estate of the deceased customer is not released from any liability in respect of the Customer's Water Entitlement.	Clause deleted	(SIMPLIFIED) Superfluous clause.
28.2	31.3 If a person (" Successor ") becomes entitled to the deceased Customer's Water Entitlement by reason of being the personal legal representative of a deceased Customer, or because of bankruptcy or mental incapacity of a Customer, and the Successor provides information that the Company may require to show the Successor's entitlement to the Customer's interest, the Successor may: <p>(1) by written notice require the Company to register the Successor as the holder of the Water Entitlement; or</p> <p>(2) transfer the Water Entitlements to another person.</p>	28.2 If a person (" Successor ") becomes entitled to the deceased Customer's Water Entitlement by reason of being the personal legal representative of a deceased Customer, or because of bankruptcy or mental incapacity of a Customer, and the Successor provides information that the Company may require to show the Successor's entitlement to registered as the holder of the Water Entitlement: <p>(1) the Successor may (in writing) require the Company to register the Successor as the holder of the Water Entitlement, or transfer the Water Entitlement to another person; and</p> <p>(2) whether or not registered as the holder of the Water Entitlement, the Successor is entitled to the same rights, and subject to the same liabilities, as if the Successor were registered as the holder.</p>	(SIMPLIFIED) Provides clarity regarding the rights of Successor's to water entitlements.
28.3		28.3 Except where required by law, 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 Water Entitlements or this Contract except, where applicable, an absolute right of the Customer.	(SIMPLIFIED) (CONTEXT) This is a new clause that consolidates the contents of the previous clause 32. It limits, where permissible, the Company's obligation to recognise any contingent, beneficial or other unclear interests in Water Entitlements.
28.4	31.5 This clause 31 has effect subject to the Transfer Rules and the Bankruptcy Act 1966 (Cth).	28.4 This clause 28 has effect subject to the Transfer Rules and the Bankruptcy Act 1966 (Cth).	(ADMIN) Change to clause reference.

Recognition of ownership

32	<p>32.1 Except as required by law, the Company is not bound to recognise a person as holding Water Entitlements or entering into this Contract upon any trust.</p> <p>32.2 The Company is not bound to recognise any equitable, contingent, future or partial interest or any other right in respect of the Customer's Water Entitlements or Water Allocation or this Contract except, where applicable, an absolute right of the Customer.</p>	Clause deleted	(SIMPLIFIED) Consolidated with clause 28.
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	32.3 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.		
Entire agreement			
29.2		29.2 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.
29.3		29.3 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			
31.1	35.1 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.	31.1 This Contract may be executed in any number of original counterparts which, when taken together, will constitute one agreement.	(SIMPLIFIED) Simplification of language.
31.2		31.2 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 36.1
Execution by attorney			
36.1	36.1 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 31.
Language change throughout			
The contract has been amended throughout to change references to "Transfer and Conversion Rules" to "Transfer Rules".			