



Amendments to Water Delivery Contract Effective 1 July 2022

Murrumbidgee Irrigation Limited (**MI**) has amended the Water Delivery Contract, with the changes to take effect from 1 July 2022.

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(44)	(44) Rights of Access Certificate means a certificate issued by the Company in relation to a Landholding:	(45) Rights of Access Certificate means a certificate issued by the Company (which may be in digital or electronic form) in relation to a Landholding:	(CONTEXT) Amended to allow digital certificates.
Commencement			
3	3. This Contract commences: (1) on the date set out in Item 3 in Error! Reference source not found. ; or (2) when one party accepts the other party's offer to enter into this Contract or the parties otherwise become bound by this Contract, whichever is later	3.1 This Contract commences: (1) on the earlier of: (a) the date set out in Item 3 in Schedule 1; or (b) when one party accepts the other party's offer to enter into this Contract; or (c) the parties otherwise become bound by this Contract; or	(CONTEXT) Where many customers do not return a signed copy of the contract to MI, the changes to this clause confirm that if a customer receives the contract and then goes on to take water from the MI network, that customer is taken to be bound by the contract. This is similar to the Constitution and Member Contract arrangements that were in place prior to October 2011.
New	N/A	(2) if this Contract is not commenced in accordance with clause 3.1(1); and if: (a) a copy of the Water Delivery Contract has been posted on the Company's website or otherwise sent to the Customer; and (b) after that date, the Customer or an Associate of the Customer takes water from or via any of the Company's Works (whether or not an order was placed in advance); then the Customer is deemed to have entered into the Water Delivery Contract with the Company from the date when the Customer took water as per clause 3.1(2)(b) above, and is taken to accept all rights and obligations contained in the Water Delivery Contract.	(CONTEXT) As above
New	N/A	3.2 If the Contract is commenced as per clause 3.1(2), the Company is deemed, with authorisation by the Customer, to have completed Schedule 1 of the Water Delivery Contract by entering: (1) the name and contact details of the Customer; (2) the Commencement Date (being the date noted at clause 3.1(2)(b)); and (3) any other information pertaining to the Customer that Schedule 1 (if varied) may require to be entered, from time to time.	(CONTEXT) As above
Rights of Access Certificates			

5	5.1 A Customer whose name is entered as a holder of a Right of Access in the Rights of Access Register is entitled to one original Rights of Access Certificate per Landholding, for the Rights of Access registered in the Customer's name in respect of that Landholding.	5.1 A Customer whose name is entered as a holder of a Right of Access in the Rights of Access Register is entitled to one original Rights of Access Certificate per Landholding, for the Rights of Access registered in the Customer's name in respect of that Landholding.	(CONTEXT) To facilitate a move from paper to digital Rights of Access Certificates.
New	N/A	5.2 The Company may prepare and maintain Rights of Access Certificates in any form convenient to the Company, including (without limitation) in digital or electronic form	(CONTEXT) New clause to facilitate a move from paper to digital Rights of Access Certificates.
5.4	5.4 The default position is that the Company will hold all original Rights of Access Certificates of the Customer. However, the Customer may, by notice in writing to the Company, elect one or more of the following: (1) direct the Company to provide the Customer or the Customer's nominated agent with a copy of an original Rights of Access Certificate, at no cost to the Customer; or (2) direct the Company to release the original Rights of Access Certificate to the Customer or the Customer's nominated agent, for a fee to be paid by the Customer.	5.5 The Company will hold all Rights of Access Certificates of the Customer. However the Customer may, by notice in writing to the Company, direct the Company to make the Customer's Rights of Access Certificate(s) available for inspection, or provide the Customer with a copy of the Customer's Rights of Access Certificate(s).	(ADMIN) Simplification of arrangements for MI retaining customer Certificates and providing copies.
5.5	5.5 If any original Rights of Access Certificate issued under clause 5.4 is lost, worn out or defaced, then the Company may, on the written request of the Customer, order that lost, worn out or defaced original to be cancelled and issue the Customer a new original certificate for a fee.	Clause deleted.	(ADMIN) This clause is unnecessary with digital certificates.
5.6	5.6 The Customer acknowledges that, to the extent of any inconsistency: (1) an original Rights of Access Certificate prevails over a copy of a Rights of Access Certificate; (2) a later dated original Rights of Access Certificate prevails over an earlier dated original Rights of Access Certificate; and	5.6 The Customer acknowledges that, to the extent of any inconsistency: (1) the an original Rights of Access Certificate as maintained by the Company prevails over a copy of a Rights of Access Certificate; (2) a later dated original Rights of Access Certificate prevails over an earlier dated original Rights of Access Certificate; and	(SIMPLIFIED) Simplification of language.
Water Allocation Account			
6.2	6.2 The Company may: (1) permit the Customer's Water Allocation Account to have a balance of less than zero; or (2) refuse to do anything or allow anything to occur that would cause the Customer's Water Allocation Account to have a balance of less than zero.	6.2 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.	(CONTEXT) New clause to establish the default positions (no negative balances), to which there will be an exception as per the below.
New	N/A	6.3 Notwithstanding clause 6.2, if the Customer: (1) has an urgent need for a quantity of water beyond the quantity available in the Customer's Water Allocation Account to be delivered to the Customer's Landholding; and	(CONTEXT) This clause has been re-drafted to provide that although the default position is that customers should not allow their Water Allocation accounts to have a negative balance, negative balances may be permitted if a customer has an urgent need for water (e.g. to finish off a crop). In

		<p>(2) then takes or orders water for delivery by the Company in accordance with that need;</p> <p>the Company may, subject to the Access and Ordering Rules and this Contract, permit the Customer's Water Allocation Account to have a balance of less than zero, but only to the extent of clause 6.3(1)-(2) above.</p>	those circumstances the customer will need to promptly re-balance their account. The clause also makes clear that negative balances will not be allowed to facilitate a water trade (i.e. customers cannot sell more water than they have).
New	N/A	<p>6.4 If the Company permits the Customer's Water Allocation Account to have a balance of less than zero as per clause 6.3:</p> <p>(1) the Customer is required (by way of Annual Transfer, as defined in the Transfer Rules, or otherwise) to do all things necessary to ensure that the Customer's Water Allocation Account is credited such that it has a balance not less than zero, by the end of the following month; and</p> <p>(2) after the end of the following month, the Company may treat any remaining negative balance in the Customer's Water Allocation Account as being an Unauthorised Overdraw (as defined in the Charges Rules), in addition to any other rights or remedies available to the Company under the Documents.</p>	(CONTEXT) As above
Goods and Services Tax			
14.1(2)	<p>(2) words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;</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>	(SIMPLIFIED) Simplification of language.
14.1(5)	<p>(5) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.</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>	(SIMPLIFIED) Simplification of language.
14.2	<p>14.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of the Documents for any supply made under or in connection with the Documents does not include GST.</p>	<p>14.2 Unless expressly stated otherwise in the Documents, all monetary amounts under the Documents are exclusive of GST.</p>	(SIMPLIFIED) Simplification of language.
14.3	<p>14.3 To the extent that any supply made under or in connection with the Documents is a taxable supply, the GST-exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.</p>	<p>14.3 To the extent that 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>	(SIMPLIFIED) Simplification of language.

14.4	14.4 To the extent that one party is required to reimburse or indemnify another party for a Loss incurred by that other party, that Loss does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.	Clause deleted.	(SIMPLIFIED) Simplification, where the general law already establishes that principle regarding GST.
Default			
24.1(1)	(1) any money payable by the Customer to the Company, including money payable under any of the Documents or otherwise, remains unpaid for 28 days after the due date for payment even if no formal or legal demand has been made;	(1) any money payable by the Customer to the Company, including money payable under any of the Documents or otherwise , remains unpaid for 28 days after the due date for payment even if no formal or legal demand has been made;	(SIMPLIFIED) Simplification of language.
24.1(3)	(3) the Customer commits a material or persistent breach of any of the Documents;	(3) the Customer repudiates, or commits a material or persistent breach of, any of the Documents;	(CONTEXT) Minor simplification to language and adjustments to reflect that upon termination for default, Delivery Entitlements (and not Rights of Access) are subject to transfer or termination, with compensation. References to the deleted security clause (41) have also been removed.
24.1(4)	(4) the Customer repudiates any of the Documents;	Clause deleted.	(SIMPLIFIED) Consolidation of clauses.
24.3	24.3 If an Event of Default occurs, then, 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: (1) immediately by giving notice to the Customer, suspend delivery of water, until the Event of Default is remedied, without any obligation to make up any delay or shortfall in delivery once the Event of Default is remedied; (2) immediately by giving notice to the Customer, require the Customer to suspend the discharge of Drainage into the Company's Drainage Works, until the Event of Default is remedied, without any liability for the consequences, including flooding; or (3) immediately by giving notice to the Customer, suspend the Customer's right to use, transfer, terminate, surrender, or otherwise deal with, the Customer's Rights of Access, until the Event of Default is remedied.	24.3 From the point in time when an Event of Default occurs until the point in time, if any, at which it is remedied (including where an Event of Default has occurred and is not capable of being remedied) , to the maximum extent permitted by law and subject to sections 415D, 434J and 451E of the Corporations Act, the Company may do any, some or all of the following: (1) by giving notice to the Customer, suspend delivery of water, until the event of default is remedied , without any obligation to make up any delay or shortfall in delivery once the Event of Default is remedied; (2) by giving notice to the Customer, require the Customer to suspend the discharge of Drainage into the Company's Drainage Works, until the event of default is remedied , without any liability for the consequences, including flooding; or (3) by giving notice to the Customer, suspend the Customer's right to use, transfer, terminate, surrender, or otherwise deal with, the Customer's Rights of Access until the event of default is remedied .	(SIMPLIFIED) Simplification of language. (CONTEXT) Minor simplification to language and adjustments to reflect that upon termination for default, Delivery Entitlements (and not Rights of Access) are subject to transfer or termination, with compensation. References to the deleted security clause (41) have also been removed.
24.4	24.4 Without limiting clause 24.3 and subject to sections 415D, 434J and 451E of the Corporations Act, if an Event of Default occurs and either the Event of Default is not capable of being remedied, or the Event of Default is capable of being remedied and the Customer does not remedy the Event of Default within 28 days after notice to the Customer requiring it to be remedied, then, to the maximum extent permitted by law, the Company may do any, some or all of the following: (1) after giving seven days' notice to the Customer, terminate some or all of the Customer's Rights of Access (in which case	24.4 Without limiting clause Error! Reference source not found. and subject to sections 415D, 434J and 451E of the Corporations Act, if an Event of Default occurs and is incapable of being remedied, or is capable of being remedied but the Customer does not remedy it within 28 days after notice to the Customer requiring it to be	(SIMPLIFIED) Simplification of language.

	<p>termination fees will be payable in accordance with clause 4.2(1)); or</p> <p>(2) terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(a) the Customer's Rights of Access will be terminated unless they are transferred, in accordance with the Transfer and Conversion Rules, within two months after the date of the notice;</p> <p>(b) the Company must apply a reasonable estimate of the value of the terminated Rights of Access to the money due for payment by the Customer under any of the Documents or otherwise and pay any surplus to the person entitled to it;</p>	<p>remedied, then, to the maximum extent permitted by law, the Company may do any, some or all of the following:</p> <p>(1) after giving seven days' notice to the Customer, terminate some or all of the Customer's Rights of Access (in which case termination fees will be payable in accordance with clause 4.2(1)); or</p> <p>(2) terminate this Contract by giving two months' notice to the Customer, in which case:</p> <p>(a) the Customer's Rights of Access and any Delivery Entitlements will be terminated in accordance with the Transfer and Conversion Rules, within two months after the date of the notice;</p> <p>(b) the Company must apply a reasonable estimate of the value of any terminated Delivery Entitlements to the money due for payment by the Customer and pay any surplus to the person entitled to it;</p>	
24.5	24.5 The rights of the Company under clause Error! Reference source not found. are available whether or not the Event of Default is capable of being remedied.	Clause deleted.	(SIMPLIFIED) Simplification of clause.
24.6	24.6 If the Company exercises a power of sale with respect to a Landholding under the Conveyancing Act 1919 (NSW) or clause 41 of this Contract, the Customer must deliver possession of the Landholding to the Company within three months after the Company gives notice of its intention to exercise its power of sale.	24.5 If the Company exercises a power of sale with respect to a Landholding under the <i>Conveyancing Act 1919</i> (NSW) or clause 41 of this Contract or otherwise, the Customer must deliver possession of the Landholding to the Company within three months after the Company gives notice of its intention to exercise its power of sale.	(ADMIN) Change to reflect that clause 41 has been deleted.
Termination by the customer			
25.1	25.1 The Customer may apply to the Company in the approved form to terminate this Contract if: <p>(1) all of the Customer's Delivery Entitlements have been terminated or surrendered in accordance with the Charges Rules or transferred in accordance with the Transfer and Conversion Rules;</p> <p>(2) all of the Customer's other Rights of Access have been terminated or surrendered in accordance with the Charges Rules or transferred in accordance with the Transfer and Conversion Rules;</p>	25.1 The Customer may apply to the Company in the approved form to terminate this Contract if: <p>(1) all of the Customer's Delivery Entitlements have been terminated or surrendered in accordance with the Charges Rules or transferred in accordance with the Transfer and Conversion Rules;</p> <p>(2) all of the Customer's other Rights of Access have been terminated or surrendered in accordance with the Charges Rules or transferred in accordance with the Transfer and Conversion Rules;</p>	(SIMPLIFIED) Basic amendment to reflect that Rights of Access are unable to be transferred.
Limitation of liability and indemnity			
26.3	26.3 Subject to clauses 26.4 and 26.7, the maximum aggregate amount that either party may recover from the other party in respect of any Claim, whether in contract, tort (including negligence), statute or any other cause of action, arising out of or in connection with the Documents (including the negotiations for, or subject matter of, or breach of the Documents) is an amount equal to the amount of all Charges paid by the Customer under the Documents in the 12-month period immediately preceding the date on which the party receives notice of the Claim	26.3 Subject to clauses 26.4 and 26.7, the maximum total amount that either party may recover from the other party in respect of any Claim (whether in tort including negligence, statute, contract or otherwise) arising out of or in connection with the Documents (including the negotiations for, or subject matter of, or breach of the Documents) is an amount equal to the amount of all Charges paid by the Customer to the Company in the 12 months immediately preceding the breach or tortious conduct (as the case may be) . However, this clause does not limit the amount the Company may recover from the Customer in respect of any Claim for Charges.	(SIMPLIFIED) The matters covered by Clause 26 are unchanged, but the language has been simplified for ease of comprehension.

26.4	26.4 Clause 26.3 does not limit the amount the Company may recover from the Customer in respect of any Claim for Charges.	Clause deleted.	(SIMPLIFIED) Simplification of clause.
26.5-26.9	<p>26.5 The Customer acknowledges and agrees that:</p> <p>(1) except as expressly set out in the Documents and to the maximum extent permitted by law, neither the Company nor any of its Personnel is responsible to the Customer for, and 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 the subject matter of the Documents and the Customer releases the Company and its Personnel from all Claims, whether in tort (but not including negligence), statute, contract, or otherwise, and all Losses which the Customer has or may have accordingly;</p> <p>(2) without limiting clause Error! Reference source not found.(1), neither the Company nor any of its Personnel is responsible to the Customer for, and 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>(a) the availability or delivery of water at any particular time or its flow rate, pressure or height or depth relative to any Works, including where this restricts or prevents the taking of water through those Works;</p> <p>(b) the nature, quality or fitness for any purpose of any water made available or delivered by the Company, including in relation to:</p> <p>(i) fitness for human consumption, or for use in contact with humans, or for washing or cooling food, or for making ice for consumption or preservation of unpackaged food; or</p> <p>(ii) fitness for watering livestock, crops or plants, spraying, manufacturing or any other use; or</p> <p>(c) whether or not any water made available or delivered by the Company has been filtered, or filtered to any particular standard;</p> <p>(3) the Customer is capable of evaluating the merits and risks of filtering the water made available or delivered by the Company;</p> <p>(4) the Customer is responsible for:</p> <p>(a) determining whether or not to filter, or filter to any particular standard, the water made available or delivered by the Company; and</p> <p>(b) at his, her or its own Cost, installing, commissioning, operating, repairing, replacing, maintaining and improving any filter;</p> <p>(5) having conducted his, her or its own evaluation of the merits and risks of filtering the water made available or delivered by the Company, the</p>	<p>26.4 The Customer acknowledges and agrees that the Customer does not rely on, any statement or representation made, any advice, opinion, warranty, undertaking, promise, estimate, projection or forecast given, or any conduct of any kind engaged in, in relation to</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:</p> <p>(3) the fitness of water for human or animal consumption, or use in spraying, irrigating crops, food, beverage or ice preparation;</p> <p>(4) whether or not the water has been filtered, or filtered in any particular way;</p> <p>(5) to the extent permitted by law, the subject matter of the Documents; and</p> <p>(6) to the maximum extent permitted by law, the Customer releases the Company and its Personnel from all Claims (whether in tort [but not including negligence], statute, contract or otherwise) and Losses which the Customer may have.</p> <p>26.5 The Customer acknowledges and agrees that the Customer is capable of evaluating the merits and risks of filtering water made available or delivered by the Company.</p> <p>26.6 The Customer is responsible for deciding whether or not to filter, or how to filter, water made available or delivered by the Company.</p> <p>26.7 The Customer is responsible for any Costs of filtering water made available or delivered by the Company and any Loss arising from filtering or not filtering that water.</p> <p>26.8 The Customer acknowledges and agrees that from time to time the Company treats the water that it makes available or delivers with chemicals including for managing weeds, algae, pests or water quality and that after being notified by the Company of such treatment, the Customer takes delivery of that water at the Customer's own risk.</p> <p>26.9 The Company is not liable for any breach of the Documents to the extent that the breach has arisen out of, or the Loss suffered is increased as a result of any act or omission by on behalf the Company for the purpose (directly or indirectly) of compliance with any Legal Requirement.</p>	(SIMPLIFIED) The matters covered by Clause 26 are unchanged, but the language has been simplified.

	<p>Customer understands the consequences of his, her or its determination (including the potential Loss which may result from his, her or its determination); and</p> <p>(6) from time to time the Company treats water the Company makes available or delivers with chemicals including for the purposes of controlling weeds, algae or pests, or managing water quality and the Company may offer the treated water referred to in this clause Error! Reference source not found.(5) to the Customer after having notified the Customer that the water is treated and the Customer takes delivery of that water at his, her or its own risk.</p> <p>26.6 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 that is for the purpose (directly or indirectly) of compliance with any Legal Requirement.</p> <p>26.7 The Customer indemnifies the Company against all Losses incurred by the Company arising directly or indirectly as a result of or in connection with:</p> <p>(1) any death or injury to persons, and any loss or damage to the real or personal property of the Company or a third party, caused by any 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>26.8 The limitations on the liability of the Company, exclusions of liabilities of the Company and indemnities contained in this clause 26.8 are in addition to any other limitations on the liability of the Company, exclusions of liability of the Company and indemnities available to the Company by law including:</p> <p>(1) the indemnities provided by section 137 of the Act and section 36 of Schedule 9 of the Act; and</p> <p>(2) the exclusion of liability under section 397 of the Act for any act or omission done, or omitted to be done, in good faith for the purpose of executing the Act.</p>	<p>26.10 The Customer indemnifies the Company against all Losses incurred by the Company arising out of or in connection with:</p> <p>a) 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; all</p> <p>b) any negligent or wilful act or omission of the Customer or its Personnel.</p> <p>26.11 The limitations of liability and indemnities under this clause 26 are in addition to any limitations of liability or indemnities available to the Company by law including under the Act.</p>	
Force majeure			
27	<p>27.1 In this clause 27, Prescribed Event means an event that:</p> <p>(1) is beyond the control of a party (Affected Party);</p> <p>(2) occurs without the fault or negligence of the Affected Party, and includes:</p> <p>(3) act of God;</p>	<p>27.1 In this clause 27, a Force Majeure Event means any serious event or circumstance (including without limitation a change of law, an Act of God, a natural disaster (including flood and drought), water shortages, act of war, act of terrorism, act of vandalism, fire, power surge or failure, pandemic, industrial action, major structural failure of a Work , water supply failure, river</p>	(SIMPLIFIED) Simplification of language

	<p>(4) war, terrorism, riot, insurrection, vandalism, sabotage, fire, lightning, explosion, earthquake, subsidence, flood, drought, power surge or failure, epidemic, pandemic or national emergency;</p> <p>(5) strike, lock out, ban, limitation of work and other industrial disturbance;</p> <p>(6) law, rule or regulation of any Government Agency, and executive or administrative order or act of general or particular application;</p> <p>(7) a major structural failure of any of the Company's Works or Customer's Works; and</p> <p>(8) any intervening third-party event that restricts or limits the Company's ability to deliver water to the Customer, including but not limited to a biosecurity event, a shortage of water at the offtake due to a river shortage or failure on the part of Government Agency, a telecommunications failure, a cyber-attack, or a vehicle accident causing damage or interference to the Company's Works.</p> <p>27.2 If the Affected Party:</p> <p>(1) is prevented from or delayed in performing an obligation (other than to pay money) by a Prescribed Event;</p> <p>(2) as soon as possible after the Prescribed Event occurs, notifies the other party of full particulars of:</p> <p>(a) the Prescribed Event;</p> <p>(b) the effect of the Prescribed Event on performance of the Affected Party's obligations;</p> <p>(c) the anticipated period of delay; and</p> <p>(d) the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and</p> <p>(3) promptly and diligently acts to mitigate or remove the Prescribed Event and its effect,</p> <p>then the obligation is suspended during, but for no longer than, the period of the Prescribed Event and its effects which continue to prevent the Affected Party from meeting such obligation.</p> <p>27.3 The party which is not the Affected Party must use reasonable endeavours to remove or mitigate the Prescribed Event and its effects</p>	<p>interruption or biosecurity breach) which a party did not cause and was unable to prevent or control by taking reasonable steps.</p> <p>27.2 If a party is unable in whole or in part, by reason of a Force Majeure Event to carry out any obligation under the Documents (not including the payment of Charges) and gives the other party immediate notice and particulars of:</p> <p>a) the Force Majeure Event;</p> <p>b) its impact on performance of that party's obligations;</p> <p>c) the expected duration of that impact; and</p> <p>d) the steps the affected party will take to mitigate that impact;</p> <p>then provided that the affected party uses all reasonable diligence to remove and mitigate the Force Majeure Event as quickly as possible, that party's obligations affected by the Force Majeure Event (not including the payment of Charges) shall be suspended and shall not constitute an Event of Default, but only for as long as the Force Majeure Event continues.</p>	
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Disputes

<p>28</p>	<p>28.1 If a dispute arises in connection with this Contract, a party to the dispute may give the other party to the dispute notice specifying the dispute and requiring its resolution under this clause 28 (Notice of Dispute).</p> <p>28.2 Representatives of each party must confer within five Business Days after the Notice of Dispute is given to try to resolve the dispute.</p> <p>28.3 If the dispute is not resolved within seven Business Days after the Notice of Dispute is given (First Period), the dispute may, if each of the parties agrees, be submitted to mediation. The mediation must be conducted at the place nominated by the Company. The Resolution Institute Mediation Rules as amended by this clause 28 apply to the mediation, except where they conflict with this clause 28.</p> <p>28.4 If the parties have not agreed upon the mediator and the mediator's remuneration within seven Business Days after agreeing to submit the dispute to mediation:</p> <ul style="list-style-type: none"> (1) the mediator is the person appointed by; and (2) the remuneration of the mediator is the amount or rate determined by; (3) the Chair of the Resolution Institute (Principal Appointor) or the Principal Appointor's nominee, acting on the request of any party to the dispute. <p>28.5 The parties must pay the mediator's remuneration in equal shares. This liability is several and not joint. Each party must pay his, her or its own costs of the mediation.</p> <p>28.6 If the dispute is not resolved within the First Period, the dispute may, if each of the parties agrees, be submitted to expert determination. Any conference in connection with the expert determination must be conducted at the place nominated by the Company. The Resolution Institute Expert Determination Rules as amended by this clause 28 apply to the expert determination, except where they conflict with this clause 28.</p> <p>28.7 If the parties have not agreed upon the expert and the expert's remuneration within seven Business Days after agreeing to submit the dispute to expert determination:</p> <ul style="list-style-type: none"> (1) the expert is the person appointed by; and (2) the remuneration of the expert is the amount or rate determined by; <p>the Principal Appointor or the Principal Appointer's nominee, acting on the request of any party to the dispute.</p>	<p>28.1 If a dispute (other than a dispute relating to unpaid Charges) arises between the Customer and the Company, out of or in connection with the Documents, a party the disputing party must give the other party written notice of the dispute, setting out with reasonable particularity the basis of the dispute (Notice of Dispute). Neither party may commence Court proceedings (other than for injunctive or other urgent relief) in respect of any such dispute before this clause 28 has been complied with.</p> <p>28.2 The parties must confer within five Business Days after the Notice of Dispute was given to try and resolve the dispute.</p> <p>28.3 Despite the issue of a Notice of Dispute, and the parties' engagement in conferral as per this clause the parties must continue to perform their obligations under the Documents.</p> <p>28.4 If the dispute subject to the Notice of Dispute is not resolved after conferral and the parties have complied with clauses 28.1 and 28.2 in good faith, the parties may commence Court proceedings in relation to the dispute.</p>	<p>(SIMPLIFIED) This clause has been simplified considerably to focus on informal attempts to resolve a dispute (giving of notice, then conferral). References to mediation and expert determination (which were never mandatory under the previous contract wording and were rarely used) have been removed. Once notice has been given and the parties have conferred, parties are free to seek resolution of the dispute in any way they choose.</p>
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	<p>28.8 The parties must pay the costs of the expert determination in equal shares. This liability is several and not joint. Each party must pay his, her or its own costs of the expert determination.</p> <p>28.9 If a dispute is submitted to expert determination, the determination of the dispute by the expert will be final and binding on the Company and the Customer, unless they agree otherwise in writing.</p> <p>28.10 Despite the giving of a Notice of Dispute, the submission of a dispute to mediation or the submission of a dispute to expert determination under this clause 28:</p> <ul style="list-style-type: none"> (1) the parties must continue to perform their obligations under this Contract; (2) the Company may take any action it sees fit to comply with, or avoid a contravention of, the Company's obligations under a Legal Requirement; and (3) each party is entitled to seek from the courts the remedies of interim or final injunctive relief, specific performance or other equitable or declaratory relief, or any combination of them, for any potential or actual breach of the Documents. <p>28.11 If:</p> <ul style="list-style-type: none"> (1) a Notice of Dispute has not been issued; or (2) a Notice of Dispute has been issued but the parties have not agreed to submit the dispute to mediation or expert determination, <p>a party at any time may exercise his, her or its rights under this Contract, including under clause Error! Reference source not found., or commence court proceedings in relation to any dispute or claim arising under or in connection with this Contract.</p>		
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Continuing Obligations

36.3	36.3 Clauses 15, 17, 22, 23, 26 and 41 survive the expiry or termination of this Contract.	36.3 Clauses 15, 17, 22, 23 and 26 and 41 survive the expiry or termination of this Contract.	(ADMIN) Minor change to reflect that clause 41 is deleted.
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Notices

<p>38</p>	<p>38.1 Each communication in connection with the Documents (including a notice, agreement, authorisation, consent, request, waiver or demand) (Notice) has no legal effect unless it is in writing.</p> <p>38.2 In addition to any other method of service provided by law, the Notice may be:</p> <ol style="list-style-type: none"> (1) sent by prepaid ordinary post to the address for service of the addressee, if the address is in Australia and the Notice is sent from within Australia, and the Notice may be included in any newsletter posted by the Company; (2) sent by email to the email address of the addressee; (3) sent by text message to the addressee's number for receipt of text messages; (4) sent by in-app notification or push notification from any app published for use by the Company; (5) delivered at the address for service of the addressee; (6) delivered personally to the addressee; or (7) given by the Company, in the case of a variation, amendment, supplementation or replacement of this Contract or any of the Rules, by the Company publishing the variation, amendment, supplementation or replacement on the Company's web site. <p>38.3 If a Notice is sent or delivered in a manner provided by clause 38.2, it must be treated as given to and received by the party to which it is addressed:</p> <ol style="list-style-type: none"> (1) if sent by post from within Australia to an address in Australia, on the 4th Business Day (at the address to which it is posted) after posting; or (2) in all other instances, on the day it is sent, delivered or published. <p>38.4 A Notice sent or delivered in a manner provided by clause 38.2 must be treated as validly given to and received by the party to which it is addressed even if:</p> <ol style="list-style-type: none"> (1) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; (2) the Notice is returned unclaimed; or (3) in the case of a Notice sent by email, the email message is not delivered or opened (unless the sender's computer reports that it has not been delivered). <p>38.5 The Company's address for service, and email address are:</p> <p>Attention: Company Secretary</p>	<p>38.1 A Notice, including waiver, consent, demand, agreement or authorisation, under this Contract is not valid unless it is in writing, is legible and is in English.</p> <p>38.2 For the purpose of this clause 38, a party's Contact Details means:</p> <ol style="list-style-type: none"> (1) For the Company: <p>Attention: Company Secretary Address: Murrumbidgee Irrigation Limited Locked Bag 6010 Griffith NSW 2680 Email: info@mirrigation.com.au</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>38.3 Notices may be delivered from one party to the other:</p> <ol style="list-style-type: none"> (1) by prepaid post, hand delivery, email, facsimile to the other party's address, email address or facsimile number as per its Contact Details; (2) by hand delivery in person; (3) through in-app notification or push notification from any app published for use by the Company; (4) in the case of variation, amendment, supplementation or replacement of this Contract, by publication on the Company's website. <p>38.4 Notices sent by prepaid post are deemed to have been received four Business Days after posting. All other Notices are deemed to have been received on the same day that they are hand delivered, sent or published.</p> <p>38.5 If a party to whom a Notice is given consists of more than one person, delivery to that party is effected if delivery is made to any one of the persons constituting that party.</p> <p>38.6 Only the primary applicant for a Single Water Allocation Account (SWAA) is entitled to be given notices by the Company in respect of the SWAA and a Notice given to that person is deemed to be Notice given to all participants in the SWAA.</p>	<p>(SIMPLIFIED) Simplification of language.</p>
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	<p>Address: Murrumbidgee Irrigation Limited Locked Bag 6010 Griffith NSW 2680</p> <p>Email: info@mirrigation.com.au</p> <p>38.6 The Customer's address for service, email address and number for receipt of text messages are set out in Item 2 of Schedule 1.</p> <p>38.7 A party may change his, her or its address for service, email address or number for receipt of text messages by giving notice of that change to the other party. If the Customer notifies a change under this clause 38.7, he, she or it must notify the same change:</p> <p>(1) under each Water Entitlements Contract (if any) and each other Water Delivery Contract (if any) between the Company and the Customer; and</p> <p>(2) where relevant, with respect to the register of members of the Company, if the Customer is a member of the Company.</p> <p>38.8 If the party to which a Notice is intended to be given consists of more than one person then the Notice must be treated as given to that party if given to any of those persons.</p> <p>38.9 Only the primary applicant for a Single Water Allocation Account is entitled to be given notices by the Company in respect of the Single Water Allocation Account and a notice given to that person must be treated as notice to all participants in the Single Water Allocation Account.</p>		
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Joint Holders

<p>39.1</p>	<p>39.1 Where two or more persons are registered as the holders of a Right of Access, the Company is not bound to treat them other than as holding the Right of Access as joint tenants with benefits of survivorship, subject to clause 39.2 and to the following:</p> <p>(1) the Company is not bound to register more than three persons (not being the trustees, executors or administrators of a deceased holder) as the holder of the Right of Access;</p> <p>(2) the joint holders of the Right of Access are liable severally as well as jointly in respect of all payments which ought to be made in respect of the Right of Access;</p> <p>(3) on the death of any one of the joint holders, the survivor or survivors are the only person or persons recognised by the Company as having any</p>	<p>39.1 Where two or more persons are registered as the holders of a Right of Access, the Company is not bound to treat them other than as holding the Right of Access as joint tenants with benefits of survivorship, subject to clause 39.2 and to the following:</p> <p>(1) the Company is not bound to register more than three persons (not being the trustees, executors or administrators of a deceased holder) as the holder of the Right of Access and even if more than three persons are registered, the Company may disregard those other than the first three named holders on the Rights of Access Register;</p> <p>(2) the joint holders are liable severally and jointly for all Charges payable in respect of the Right of Access;</p>	<p>(SIMPLIFIED) Simplification of language.</p>
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	<p>title to the Right of Access, but the Company may require such evidence of death as it sees fit; and</p> <p>(4) only the person whose name stands first in the Rights of Access Register as one of the joint holders of the Right of Access is entitled to delivery of the Contract relating to the Right of Access or to receive notices from the Company and a notice given to that person must be treated as notice to all the joint holders.</p>	<p>(3) if one holder of a jointly held Right of Access dies, the Company is only bound to recognise the surviving holders as having title to the Right of Access; and</p> <p>(4) only the person first named in the Rights of Access Register is entitled to receive Notices from the Company and receipt by that person is treated as notice to all joint holders.</p>	
39.2	39.2 Where three or more persons are registered holders of a Right of Access (or a request is made to register more than three persons) only the first three named persons are regarded as holders of the Right of Access and all other named persons must be disregarded for all purposes except in the case of executors or trustees of a deceased member.	Clause deleted	(SIMPLIFIED) Simplification of clause.
Transmission of rights of access			
40	<p>40.1 If the Customer dies, and the Customer is not a joint holder, the Company is not obliged to recognise anyone except the personal legal representative of the deceased Customer as being entitled to the deceased Customer's interest in their Rights of Access.</p> <p>40.2 If the person entitled to the Customer's Rights of Access as the personal representative of a deceased Customer or because of the bankruptcy or mental incapacity of the Customer (Successor) gives the Company the information it reasonably requires to establish the Successor's entitlement to be registered as holder of the Customer's Rights of Access:</p> <p>(1) the Successor may:</p> <p style="padding-left: 40px;">(a) by giving a signed notice to the Company, elect to be registered as the holder of the Customer's Rights of Access; or</p> <p style="padding-left: 40px;">(b) by giving a completed transfer form to the Company, transfer the Customer's Rights of Access to another person; and</p> <p>(2) the Successor, whether or not registered as the holder of the Customer's Rights of Access, is entitled to the same rights, and is subject to the same liabilities, as if the Successor were registered as holder of the Customer's Rights of Access.</p> <p>40.3 On receiving an election under clause 45.2(1)(a), the Company must register the Successor as the holder of the Customer's Rights of Access.</p> <p>40.4 A transfer under clause 45.2(1)(b) is subject to the Transfer and Conversion Rules.</p> <p>40.5 If a Customer dies, and the Customer is a joint holder, the Company will recognise only the survivor as being entitled to the deceased Customer's interest in their Rights of Access. The estate of the deceased Customer is not released from any liability in respect of the Customer's Rights of Access.</p>	<p>40.1 If a Customer who is a sole holder of a Right of Access dies, the Company is only obliged to recognise that deceased Customer's personal legal representative as being entitled to the Right of Access.</p> <p>40.2 If a Customer who is a joint holder of a Right of Access dies, clause 39.1(3) applies and the estate of the deceased Customer is not released from any liability in respect of the Right of Access.</p> <p>40.3 If a person ("the Successor") becomes entitled to be registered as the holder of a Right of Access 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 be registered as the holder of the Right of Access:</p> <p>(1) the Successor may (in writing) require the Company to register the Successor as the holder of the Right of Access, or transfer the Right of Access to another person; and</p> <p>(2) whether or not registered as the holder of the Right of Access, the Successor is entitled to the same rights, and subject to the same liabilities, as if the Successor were registered as the holder.</p> <p>40.4 This clause 40 has effect subject to the Transfer and Conversion Rules and the <i>Bankruptcy Act 1966</i> (Cth).</p>	(SIMPLIFIED) Redrafted with simplified language.

Security interests			
41	<p>41 Security interests</p> <p>41.1 The Customer acknowledges that certain Charges are a charge on a Landholding in favour of the Company under section 355 of the Act.</p> <p>41.2 Unless the parties have agreed that the Customer will provide alternative security for payment of the Charges and that this clause 46.2 will not apply, the Customer charges the Landholdings with due payment of the Charges.</p> <p>41.3 If after any:</p> <ul style="list-style-type: none"> (1) transaction or dealing; (2) issue of Delivery Entitlements; (3) cancellation of Water Entitlements; or (4) reduction in the amount of security held by the Company (including as a result of the Company applying the security or otherwise); <p>the Customer holds, or will hold, at least five times more Delivery Entitlements than Water Entitlements, the Customer must, at the Company’s reasonable request, grant security or additional security (as the case may be) over the Customer’s Rights of Access in favour of the Company as security for the payment of Charges.</p> <p>41.4 The Company’s rights, powers and remedies under the Documents are not affected by any security interest given to any person in connection with the Documents, whether or not the security interest is recognised by the Company.</p>	Clause deleted	<p>(SIMPLIFIED) This clause has been deleted completely. MI’s view is that it is not necessary, where security provisions from other sources are adequate. Note that other existing security provisions are found at rule 30 of the Transfer Rules and ss 136, 355 <i>Water Management Act 2000</i>.</p>
Language change throughout			
The contract has been amended throughout to change references to “Transfer and Conversion Rules” to “Transfer Rules”.			