



## Amendments to Water Entitlements Contract Effective 1 July 2022

Murrumbidgee Irrigation Limited (**MI**) has amended the Water Entitlement 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
<b>Definitions</b>			
1.1(21)	(21) <b>General Security Water Entitlements</b> means category 1 (as defined in <b>Error! Reference source not found.</b> ) Water Entitlements;	Clause deleted	(SIMPLIFIED) Superfluous definition, where the types of Water Entitlements are still listed in Schedule 2.
1.1(23)	(23) <b>High Security Water Entitlements</b> means category 3, 5, 6 or 7 (as defined in <b>Error! Reference source not found.</b> ) Water Entitlements;	Clause deleted	(SIMPLIFIED) Superfluous definition, where the types of Water Entitlements are still listed in Schedule 2.
1.1(43)	(41) <b>Water Entitlements Certificate</b> means a certificate issued by the Company:	(43) <b>Water Entitlements Certificate</b> means a certificate issued by the Company (which may be in digital or electronic form):	(CONTEXT) To allow digital certificates (and clause numbering has changed)
<b>Commencement</b>			
3.1	<p>3.1 This Contract commences:</p> <p>(1) on the date set out in Item 3 of Schedule 1; or</p> <p>(2) when one party accepts the other party's offer to enter into this Contract or the parties otherwise become bound by this Contract,</p> <p>whichever is later.</p>	<p>3.1 This Contract commences:</p> <p>(1) On the earlier of:</p> <p>(a) the date set out in Item 3 of Schedule 1; or</p> <p>(b) when one party accepts the other party's offer to enter into this Contract; or</p> <p>(c) when the parties otherwise become bound by this Contract; or</p> <p>(d) if (as per the Transfer Rules) the Customer is the transferee to a Permanent Transfer, the earlier of the date on which the Permanent Transfer takes effect or the date on which Water Entitlements are issued to the Customer; or</p> <p>(2) if this Contract is not commenced in accordance with clause 3.1(1), and if:</p> <p>(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</p> <p>(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> <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 Date and is taken to accept all rights and obligations contained in the Water Entitlements Contract.</p>	(CONTEXT) This clause has been re-drafted to allow for the Contract to become binding on customers who continue to use the company's services, even if they have not returned a signed copy, in certain circumstances.

New	N/A	<p>3.2 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> <ul style="list-style-type: none"> <li>(1) the name and contact details of the Customer;</li> <li>(2) the Commencement Date, being two months after the Reference Date; and</li> <li>(3) any other information pertaining to the Customer that Schedule 1 (if varied) may require to be entered from time to time.</li> </ul>	(CONTEXT) As above
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### Water entitlements certificates

5.1	5.1 A Customer whose name is entered as a holder of Water Entitlements in the Water Entitlements Register is entitled to one original certificate for the Water Entitlements registered in the Customer's name.	5.2 A Customer whose name is entered as a holder of Water Entitlements in the Water Entitlements Register is entitled to one <del>original</del> certificate for the Water Entitlements registered in the Customer's name	(CONTEXT) To facilitate a move from paper to digital Water Entitlements Certificates. Some simplification of language.
New	N.A	5.2 The Company may prepare and maintain Water Entitlements Certificates in any form convenient to the Company, including (without limitation) in electronic or digital form.	(CONTEXT) To facilitate a move from paper to digital Water Entitlements Certificates. Some simplification of language.
5.4	<p>5.4 The default position is that the Company will hold all original Water Entitlements Certificates of the Customer. However, the Customer may, by notice in writing to the Company, elect one or more of the following:</p> <ul style="list-style-type: none"> <li>(1) direct the Company to provide the Customer or the Customer's nominated agent with a copy of an original Water Entitlements Certificate, at no cost to the Customer; or</li> <li>(2) direct the Company to release the original Water Entitlements Certificate to the Customer or the Customer's nominated agent, for a fee to be paid by the Customer.</li> </ul>	<p>5.5 The <del>default position is that the</del> Company will hold all <del>original</del> Water Entitlements Certificates of the Customer. However, the Customer may, by notice in writing to the Company, <del>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).</del></p>	<p>(CONTEXT) To facilitate a move from paper to digital Water Entitlements Certificates. Some simplification of language.</p> <p>(SIMPLIFIED) Simplification of terms.</p>
5.5	5.5 If any original Water Entitlements Certificate issued under clause 5.4 is lost, worn out or defaced, then the Company may, on the 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	(SIMPLIFIED) Simplification of clause.
5.6	<p>5.6 The Customer acknowledges that, to the extent of any inconsistency:</p> <ul style="list-style-type: none"> <li>(1) an original Water Entitlements Certificate prevails over a copy of a Water Entitlements Certificate;</li> <li>(2) a later dated original Water Entitlements Certificate prevails over an earlier dated original Water Entitlements Certificate; and</li> <li>(3) the Water Entitlements Register prevails over any Water Entitlements Certificate.</li> </ul>	<p>5.6 The Customer acknowledges that, to the extent of any inconsistency:</p> <ul style="list-style-type: none"> <li>(1) a later dated <del>original</del> Water Entitlements Certificate prevails over an earlier dated <del>original</del> Water Entitlements Certificate; and</li> <li>(2) the Water Entitlements Register prevails over any Water Entitlements Certificate.</li> </ul>	(CONTEXT) To facilitate a move from paper to digital Water Entitlements Certificates. Some simplification of language.

### Water allocation account

6.2	6.2 The Company may:	Clause deleted.	(SIMPLIFIED) Simplification of clause.
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	<p>(1) permit the Customer's Water Allocation Account to have a balance of less than zero; or</p> <p>(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.</p>		
<b>New</b>	N/A	6.2 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.	<b>(CONTEXT)</b> To note that the Water Delivery Contract may permit negative balances in certain circumstances.
<b>New</b>	N/A	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.	<b>(CONTEXT)</b> As above

### Goods and services tax

<b>11.1(2)</b>	(2) words or expressions used in this clause which have a particular meaning in the <b>GST law</b> (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;	(2) unless otherwise defined in the Documents, words and expressions used or defined in the <b>GST law</b> (as defined in the GST Act) have the same meaning in the Documents;	<b>(SIMPLIFIED)</b> Slight simplification while retaining effects of original clauses.
<b>11.1(5)</b>	(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.	(5) if GST law treats a supply as mixed supply, any such part of the supply is to be treated as a separate supply.	<b>(SIMPLIFIED)</b> Slight simplification while retaining effects of original clauses.
<b>11.2</b>	11.2 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.	11.2 Unless expressly stated otherwise in the Documents, all monetary amounts under the Documents are exclusive of GST.	<b>(SIMPLIFIED)</b> Slight simplification while retaining effects of original clauses.
<b>11.3</b>	11.3 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.	11.3 If any supply made under or in connection with the Documents is a taxable supply, the <del>GST-exclusive</del> 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.	<b>(SIMPLIFIED)</b> Slight simplification while retaining effects of original clauses.
<b>11.4</b>	11.4 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.	<b>Clause deleted.</b>	<b>(SIMPLIFIED)</b> Simplification, given that the clause simply re-states the position already established by the general law.

### Customer to provide information

13	13.1 The Customer must comply with a notice by the Company requesting that the Customer provide the Company with information required by the Company to comply with a Legal Requirement. The notice must give the Customer at least 45 days to comply except where the Company determines that it is necessary to require compliance within a lesser period in order for the Company to comply with the Company's obligations under a Legal Requirement, in which case the Company may require compliance within the lesser period.	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.  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.	(ADMIN) Separated the notice to be given and the time for compliance.
<b>Default</b>			
14.1(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 <del>or otherwise</del> , remains unpaid for 28 days after the due date for payment <del>even if no formal or legal demand has been made</del> ;	(SIMPLIFIED) Simplification only. Consolidation of subclauses.
14.1(3)	(3) the Customer commits a material or persistent breach of any of the Documents;	(3) the Customer <del>repudiates, or</del> commits a material or persistent breach of any of the Documents;	(SIMPLIFIED) Simplification only. Consolidation of subclauses.
14.1(4)	(4) the Customer repudiates any of the Documents; or	<del>Clause deleted.</del>	(SIMPLIFIED) Simplification.
14.1(5)	(5) the Customer becomes subject to an Insolvency Event.	(4) the Customer becomes subject to an Insolvency Event.	(SIMPLIFIED) Simplification only. Consolidation of subclauses.
14.3	14.3 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 any determination of, or increase in, or crediting of, the Annual Allocation, until the Event of Default is remedied, without any obligation to make up any delay or shortfall once the Event of Default is remedied; or  (2) immediately 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, until the Event of Default is remedied.	14.3 <del>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</del> subject to sections 415D, 434J and 451E of the Corporations Act, the Company may do any, some or all of the following:  (1) <del>immediately</del> 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  (2) <del>immediately</del> 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.	(SIMPLIFIED) Simplification only. Consolidation of subclauses.
14.4(1)	14.4 Without limiting clause 14.3 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 terminate this Contract by giving two months' notice to the Customer, in which case:  (1) the Customer's Water Entitlements and Water Allocation will be terminated unless they are transferred or, in the case of Water Allocation, used, in accordance with the Transfer and Conversion Rules, within two months after the date of the notice;	14.4 <del>To the maximum extent permitted by law</del> , 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:  (1) the Customer's Water Entitlements and Water Allocation will be terminated unless they are used or transferred (in accordance with the Transfer <del>and Conversion</del> Rules) within two months after the date of the notice;	(SIMPLIFIED) Simplification only. Consolidation of subclauses.

### Termination by customer

15	<p>15.1 At any time on the giving of 30 days' notice to the Company, the Customer may terminate this Contract, in which case:</p> <ol style="list-style-type: none"> <li>(1) subject to this Contract, upon termination, each party is released from his, her or its obligation to further perform this Contract; and</li> <li>(2) each party retains the rights, remedies and powers he, she or it has in connection with any past breach or any Claim or obligation (including an obligation to pay money) that has arisen before termination.</li> </ol> <p>15.2 A notice of termination under clause 15.1 is ineffective unless:</p> <ol style="list-style-type: none"> <li>(1) all of the Customer's Water Entitlements and Water Allocation have been transferred or terminated in accordance with the Transfer Rules;</li> <li>(2) the Customer has paid all Charges; and</li> <li>(3) the Customer's Water Allocation Account does not have a negative balance.</li> </ol>	<p>15.1 The Customer may terminate this Contract by giving 30 days' notice to the Company, if:</p> <ol style="list-style-type: none"> <li>(1) all of the Customer's Water Entitlements and Water Allocations have been transferred or terminated in accordance with the Transfer Rules;</li> <li>(2) the Customer has paid all Charges; and</li> <li>(3) the Customer's Water Allocation Account does not have a negative balance.</li> </ol> <p>15.2 Upon termination under clause 15.1:</p> <ol style="list-style-type: none"> <li>(1) subject to this Contract, each party is released from its obligation to further perform this Contract; and</li> <li>(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.</li> </ol>	<p>(SIMPLIFIED) Simplification and reconfiguration to a more intuitive sequence. Sets out when termination notice can be given and then sets out the consequences of termination.</p>
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### Power of attorney

16	<p>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), until this Contract is terminated.</p> <p>16.2 If the Customer holds, by number, 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 sole discretion, to cancel the excess number of shares.</p>	<p>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), <del>until this Contract is terminated.</del></p> <p>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. <i>The Company's power in this clause 16.2 may be exercised at any time, including after any termination or expiry of this Contract.</i></p>	<p>(CONTEXT) Provides for survival of the existing power of attorney clause after termination or expiry of the Contract. This is to allow that power of attorney to be used in cancellation of "dry" shares, if a customer's contract is terminated.</p>
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### Limitation of liability and indemnity

17	<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>17.1 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>(SIMPLIFIED) The matters covered by Clause 17 are unchanged, but the language has been simplified for ease of comprehension.</p>
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<p>17.3 Subject to clauses 17.4 and 17.7, 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.</p> <p>17.4 Clause 17.3 does not limit the amount the Company may recover from the Customer in respect of any Claim for Charges.</p> <p>17.5 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 17.5(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>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> <p>(a) the availability or delivery of water, including the time, depth, flow rate or pressure of water;</p> <p>(b) the quality or fitness for any purpose of water made available or delivered by the Company;</p> <p>(c) the fitness of water for human or animal consumption, or use in spraying or irrigating crops, food, beverage or ice preparation;</p> <p>(d) whether or not the water has been filtered or filtered in a particular way;</p> <p>(e) 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>	
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	<p>(d) future matters, including future water availability, Charges and service levels;</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 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 17.5(6) 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>17.6 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>17.7 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>17.8 The limitations on the liability of the Company, exclusions of liabilities of the Company and indemnities contained in this clause 17.8 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>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>17.11 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>	
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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.

### Force majeure

18

18.1 In this clause 18, Prescribed Event means an event that:

- (1) is beyond the control of a party (Affected Party);
- (2) occurs without the fault or negligence of the Affected Party,

and includes:

- (3) act of God;
- (4) war, terrorism, riot, insurrection, vandalism, sabotage, fire, lightning, explosion, earthquake, subsidence, flood, drought, power surge or failure, epidemic, pandemic or national emergency;
- (5) strike, lock out, ban, limitation of work and other industrial disturbance;
- (6) law, rule or regulation of any Government Agency, and executive or administrative order or act of general or particular application; and
- (7) any intervening third party event that restricts or limits the Company's ability to carry out its functions under this Contract, including but not limited to, a telecommunications failure or a cyber attack.

18.2 If the Affected Party:

- (1) is prevented from or delayed in performing an obligation (other than to pay money) by a Prescribed Event;
- (2) as soon as possible after the Prescribed Event occurs, notifies the other party of full particulars of:
  - (a) the Prescribed Event;
  - (b) the effect of the Prescribed Event on performance of the Affected Party's obligations;
  - (c) the anticipated period of delay; and
  - (d) the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and

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 floor 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.

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.

(SIMPLIFIED) Simplification of language.

	<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>18.3 The party which is not the Affected Party must use reasonable endeavours to remove or mitigate the Prescribed Event and its effects.</p>		
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<b>Disputes</b>			
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<b>19</b>	<p>19.1 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 19 (Notice of Dispute).</p> <p>19.2 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>19.3 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 as amended by this clause 19 apply to the mediation, except where they conflict with this clause 19.</p> <p>19.4 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> <p>(1) the mediator is the person appointed by; and</p> <p>(2) the remuneration of the mediator is the amount or rate determined by;</p> <p>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> <p>19.5 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>19.6 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 19 apply to the expert determination, except where they conflict with this clause 19.</p>	<p>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.</p> <p>19.2 The parties must confer within five Business Days after the Notice of Dispute was given.</p> <p>19.3 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>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.</p>	<p>(SIMPLIFIED) The clause has been consolidated and simplified. If there is a dispute, the parties are required to confer within 5 business days. If that does not resolve the dispute, the parties are free to exercise their legal rights, or agree on any other way to resolve the dispute.</p>
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19.7 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:

- (1) the expert is the person appointed by; and
- (2) the remuneration of the expert is the amount or rate determined by;

the Principal Appointor or the Principal Appointer's nominee, acting on the request of any party to the dispute.

19.8 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

19.9 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.

19.10 Despite the giving of a Notice of Dispute or the submission of a dispute to mediation or the submission of a dispute to expert determination under this clause 19:

- (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.

19.11 If:

- (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,

a party at any time may exercise his, her or its rights under this Contract, including under clause 14, or commence court proceedings in relation to any dispute or claim arising under or in connection with this Contract.

**Continuing obligations**

27.3	27.3 Clauses 17 and 32 survive the expiry or termination of this Contract.	27.3 Clauses 16, 17 and 32 survive the expiry or termination of this Contract.	(CONTEXT) Amended to include clause 16 as a surviving clause.
<b>Notices</b>			
29	<p>29.1 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>29.2 In addition to any other method of service provided by law, the Notice may be:</p> <ol style="list-style-type: none"> <li>(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;</li> <li>(2) sent by email to the email address of the addressee;</li> <li>(3) sent by text message to the addressee's number for receipt of text messages;</li> <li>(4) sent by in-app notification or push notification from any app published for use by the Company;</li> <li>(5) delivered at the address for service of the addressee;</li> <li>(6) delivered personally to the addressee; or</li> <li>(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.</li> </ol> <p>29.3 If a Notice is sent or delivered in a manner provided by clause 29.2, it must be treated as given to and received by the party to which it is addressed:</p> <ol style="list-style-type: none"> <li>(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</li> <li>(2) in all other instances, on the day it is sent, delivered or published.</li> </ol> <p>29.4 A Notice sent or delivered in a manner provided by clause 29.2 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"> <li>(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;</li> </ol>	<p>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.</p> <p>29.2 For the purpose of this clause 29, a party's <b>Contact Details</b> means:</p> <ol style="list-style-type: none"> <li>(1) For the Company: <ul style="list-style-type: none"> <li><b>Attention:</b> Company Secretary</li> <li><b>Address:</b> Murrumbidgee Irrigation Limited Locked Bag 6010 Griffith NSW 2680</li> <li><b>Email:</b> info@mirrigation.com.au</li> </ul> </li> <li>(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).</li> </ol> <p>29.3 Notices may be delivered from one party to the other:</p> <ol style="list-style-type: none"> <li>(1) by prepaid post, hand delivery, email, facsimile to the other party's address, email address or facsimile number as per its Contact Details;</li> <li>(2) by hand delivery in person;</li> <li>(3) through in-app notification or push notification from any app published for use by the Company;</li> <li>(4) in the case of variation, amendment, supplementation or replacement of this Contract, by publication on the Company's website.</li> </ol> <p>29.5 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>29.6 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>29.7 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>	(SIMPLIFIED) Simplification of language and structure.

	<p>(2) the Notice is returned unclaimed; or</p> <p>(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> <p>29.5 The Company's address for service and email address are:</p> <p><b>Attention:</b> Company Secretary  <b>Address:</b> Murrumbidgee Irrigation Limited  Locked Bag 6010  Griffith NSW 2680  <b>Email:</b> <a href="mailto:info@mirrigation.com.au">info@mirrigation.com.au</a></p> <p>29.6 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>29.7 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 29.7, he, she or it must notify the same change:</p> <p>(1) under each Water Delivery Contract (if any) and each other Water Entitlements 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>29.8 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>29.9 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>		
<b>Joint holders</b>			
30.1	<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 clause 30.2 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 Water Entitlement;</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 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>	(SIMPLIFIED) Simplification of language.

	<p>(2) the joint holders of the Water Entitlement are liable severally as well as jointly in respect of all payments which ought to be made in respect of the Water Entitlement;</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 title to the Water Entitlement, 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 Water Entitlements Register as one of the joint holders of the Water Entitlement is entitled to delivery of the Contract relating to the Water Entitlement 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>(2) the joint holders are jointly and severally liable in respect of all payments in respect of the Water Entitlement;</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> <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>	
30.2	Where three or more persons are registered holders of a Water Entitlement (or a request is made to register more than three persons) only the first three named persons are regarded as holders of the Water Entitlement 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 water entitlements

31	<p>31.1 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 Water Entitlements.</p> <p>31.2 If the person entitled to the Customer's Water Entitlements 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 Water Entitlements:</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 Water Entitlements; or</p> <p style="padding-left: 40px;">(b) by giving a completed transfer form to the Company, transfer the Customer's Water Entitlements to another person; and</p> <p>(2) the Successor, whether or not registered as the holder of the Customer's Water Entitlements, 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 Water Entitlements.</p> <p>31.3 On receiving an election under clause 31.2(1)(a), the Company must register the Successor as the holder of the Customer's Water Entitlements.</p> <p>31.4 A transfer under clause 31.2(1)(b) is subject to the Transfer and Conversion Rules.</p>	<p>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.</p> <p>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.</p> <p>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> <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> <p>31.4 Regardless of whether a Successor is registered as the holder of Water Entitlements, unless a transfer to another person under clause 31.3(2) is completed, the Successor has the same rights and is subject to the same liabilities as if the Successor was registered as the holder of Water Entitlements.</p> <p>31.5 This clause 31 is subject to the Transfer Rules and the Bankruptcy Act 1966 (Cth).</p>	(SIMPLIFIED) Simplification of language.
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	<p>31.5 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 Water Entitlements. The estate of the deceased Customer is not released from any liability in respect of the Customer's Water Entitlements.</p> <p>31.6 This clause 31 has effect subject to the Transfer and Conversion Rules and the Bankruptcy Act 1966 (Cth).</p>		
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### Security interests

<p><b>32</b></p>	<p><b>32 Security interests</b></p> <p>32.1 If after any:</p> <ul style="list-style-type: none"> <li>(1) transaction or dealing;</li> <li>(2) issue of Delivery Entitlements;</li> <li>(3) cancellation of Water Entitlements; or</li> <li>(4) reduction in the amount of security held by the Company (including as a result of the Company applying the security or otherwise);</li> </ul> <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 Water Entitlements in favour of the Company as security for the payment of Charges.</p> <p>32.2 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>	<p><b>Clause deleted.</b></p>	<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>
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### Language change throughout

The contract has been amended throughout to change references to "Transfer and Conversion Rules" to "Transfer Rules".