



CARRYOVER PROTECTION

HRWS

SPACE AVAILABLE OFFER (CARRYOVER FACILITATOR)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.
OFFER FORMS ARE TO BE USED ONCE ONLY

Offer Number **A 512141**

ABA

TRADER ID

Zone (e.g. 1A) _____ (that the ABA is attached to)

High Reliability Water Shares

Before submitting this form, you must complete and submit a Water Partners Member Authorisation Form to Water Partners if you have not already done so. You can download a form at www.waterpartners.org.au/formsandinfo or call Water Partners on (03) 5853 2333.

I hereby apply to sell the volume of Carryover Space as indicated on this form to a Carryover Owner who requires to carry over excess allocation. The seller makes the declaration and agrees to be bound by the Carryover Protection terms and conditions contained within this document.

All owners or authorised agents of the Water Allocation Bank Account (ABA) must be listed below and all owners or at least one authorised agent must sign. If the owner is a company, a current company extract must be provided, if not already lodged with Water Partners.

Volume of Carryover Space

. ML

Price per ML

\$.

Allow Split Split Volume _____ ML
Min ML remain after split _____ ML

Offer valid in Carryover Traderoom
 30 DAYS 60 DAYS 90 DAYS 120 DAYS **OR** expiry date: ____/____/____

NAME OF ABA HOLDER(S) (IN CAPITALS)

SIGNATURE(S)

DATE

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ABN

Account Name

BSB - Account Number

Postal Address _____

Phone _____ Email _____

Water Partners represents both the carryover owner and carryover facilitator of the volume of carryover indicated on this form. Please confirm in writing that you have received this disclosure. This offer will be listed on our online traderoom until it is accepted or withdrawn by you. You can withdraw the offer by contacting Water Partners. As it will be listed on our online traderoom it will therefore not be offered exclusively to another party. The seller agrees to be bound by Water Partners terms and conditions which can be found at www.waterpartners.org.au/formsandinfo

Our fee schedule can be found at www.waterpartners.org.au/formsandinfo This form may be lodged in person at 260 Allan Street Kyabram, by mail to PO Box 274 Kyabram 3619 or by email to admin@waterpartners.org.au

Water Partners will make every effort to contact the Carryover Facilitator to correct errors and omissions on this form but reserves the right to reject any offer that is not completed in full. **For further assistance please contact 03 5853 2333.**



CARRYOVER PROTECTION

High Reliability Water Share (HRWS) -FACILITATOR Terms and Conditions

RECITALS

- A. The Carryover Owner (the Owner) has excess allocation water which they own, but are unable to carry over from a current irrigation year into the next irrigation year, because as of 30 June of the current year, they do not have the ability or facility to carryover the allocation in their own Allocation Bank Account (“the Carryover Owners’ ABA”);
- B. Water Partners has clients (the Facilitator) who have excess ability or facility to carry over water allocation in their Allocation Bank Account (“the Facilitator’s ABA”)
- C. The Owner wishes to use Water Partners’ Carryover Traderoom to enable the carry-over of the Owner’s Allocation in the Facilitator’s ABA to carry over a specified volume of water, pursuant to these Terms and Conditions.

IT IS AGREED THAT:

1. Provided all the terms and conditions of this Agreement are met, Water Partners will transfer the agreed volume of the Owner’s Allocation water into the Facilitator’s ABA as matched in the Carryover Traderoom (upon payment by the Owner) before 30 June in the current irrigation season to facilitate the carry-over of the Owner’s Allocation, against High Reliability Water Share (HRWS).
2. On or before registration to trade with Water Partners via its trading platform, including the online Carryover Traderoom, the Facilitator must provide all the necessary information and complete all necessary documentation as required by Water Partners. Information for the transfer of the Owner’s Allocation into the Facilitator’s ABA and to transfer the Owner’s Returned Allocation from the Facilitator’s ABA to the Owner’s ABA including and not limited to:
 - a. Provision of a current Victorian Water Register ABA statement; and
 - b. Provision of a fully signed ‘Form 39B’.
3. Upon provision of the information referred to in clause 2, Water Partners will transfer the Owner’s Allocation to the Facilitator’s ABA before 30 June in the current irrigation year.
4. The Facilitator understands and agrees that Water Partners will not transfer the Owner’s Allocation as outlined in clause 3 unless Water Partners receives on or before the commitment date:
 - a. The documents outlined in clause 2; and
 - b. documentation, and other relevant information required to be provided by the Facilitator.
 - c. Full payment for the trade as agreed.
5. The Carryover Owner and the Facilitator understand that carrying over allocation against HRWS presents a risk that allocation may be lost due to water being quarantined in Spillable Water Accounts (SWA) and then a spill occurring, thus reducing the balance of the SWA.

6. The Owners Allocation return transfer will not occur from the Facilitators ABA until after the Northern Victorian Resource Manager has made a 'Declaration of Low Risk of Spill' and balances of allocation contained in SWA's are returned to the Facilitators ABA.
7. After the Declaration of Low Risk of Spill has been made, Water Partners will transfer from the Facilitators ABA to the Carryover Owners ABA the Returned Allocation. The Facilitator acknowledges and agrees that there will be a five percent (5%) reduction in the Owner will be less than the Allocation volume originally transferred.
8. The Facilitator acknowledges that spill losses will be applied on an apportioned basis. That is to ensure that volumes that are subject to spill are reduced by the same percentage (as dictated by the spill) regardless of the ownership of the allocation.
9. Water Partners will pay the Facilitator the agreed holding fee upon completion of the transfer of the Owner's Allocation as detailed in clause 7.
10. The Facilitator agrees and acknowledges:
 - a. It is the responsibility of the Facilitator to ensure that they have sufficient excess ability or facility to carryover water allocation in their Allocation Bank Account as against their High-Reliability Water Share;
 - b. In the event that the Facilitator does not have sufficient excess ability or facility as referred to in sub-clause (a), they accept and understand their allocations made against High-Reliability Water Share may be affected as outlined in clause (8);
 - c. If water allocation is carried over against a Water Share (either HRW or LRWS) and a seasonal allocation is announced in the next irrigation year with respect to that Water Share before the date that a 'Declaration of Low Risk of Spill' is made by the Victorian Resource Manager, then;
 1. The allocation made concerning the Water Share may be quarantined in a Spillable Water Account.
 2. Any allocation quarantined in a Spillable Water Account may be subject to spill until the 'Declaration of Low Risk of Spill' is made. In that event, the Facilitator's allocation may be reduced to the carryover of the Owner's allocation;
 3. The Facilitator shall make no requisition or claim against Water Partners or the Owner(s) concerning any effect that the carryover of the Owner's allocation has on the Facilitator's own allocations made with respect to their own Water Share.
11. That Water Partners retains the right to reduce the agreed volume, at its discretion. The offer to rent Carryover Space will be listed as per instructions and only altered as authorised by the Facilitator.
 - a. When a volume of Carryover Space has been matched or accepted by an Owner, it will be the responsibility of the owner to provide the volume of water for transfer to utilise the space.

- b. Should the Owner(s) fail to provide the volume required to fully utilise the volume purchased, the Owner will be responsible to make payment for the full trade volume to the Facilitator.

12. Above entitlement storage fees may be payable by the Owner on the volume of Carryover water returned from a spillable account if an allocation is determined against the Facilitators HRWS Shares resulting in the Carryover water being initially quarantined in a spillable account.

I/We have read and accept the above terms and conditions relating to listing an offer for Carryover 'Space Available' against HRWS.

Name: _____

Signature: _____ Date : _____

Name: _____

Signature: _____ Date : _____