



# CARRYOVER PROTECTION

LRWS

## SPACE AVAILABLE OFFER (CARRYOVER FACILITATOR)

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

Offer Number **A 512143**

ABA

TRADER ID

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

Low 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](http://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

OR expiry date: / /  
30 DAYS 60 DAYS 90 DAYS 120 DAYS

NAME OF ABA HOLDER(S) (IN CAPITALS)

SIGNATURE(S)

DATE

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ABN

Account Name

BSB

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Account Number

Postal Address

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Phone

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Email

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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 This offer will be listed on our online traderoom until it is accepted or withdrawn by you.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](http://www.waterpartners.org.au/formsandinfo)

Our fee schedule can be found at [www.waterpartners.org.au/formsandinfo](http://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](mailto:admin@waterpartners.org.au)



## CARRYOVER PROTECTION

### Low Reliability Water Share (LRWS) - 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.
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 such transfer is to be affected 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.

5. After 1 July and before 15 July in the next irrigation year, Water Partners will transfer from the Facilitator's ABA to the Owner's ABA the Owner's Returned Allocation. The Facilitator acknowledges and agrees that there will be a five percent (5%) reduction in the amount of allocation returned to the Owner due to the carryover regulations at the present time and that the amount returned to the Owner will be less than the Owner's Allocation originally transferred.
6. Water Partners will pay the Facilitator the agreed holding fee upon completion of the transfer of the Owner's Allocation as detailed in clause 5.
7. 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 Low-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);
8. 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;
  - a. The allocation made concerning the Water Share may be quarantined in a Spillable Water Account.
  - b. Any allocation quarantined in a Spillable Water Account may be subject to spill until the 'Declaration of Low Risk of Spill' is made.
9. In that event, the Facilitator's allocation may be reduced due to the carryover of the Owner's allocation;
  - a. 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.
10. 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.
11. The Facilitator understands and accepts that by carrying over the Owners' water, where an allocation is determined against the Low Reliability Water Share, the Facilitator's allocation may

be quarantined in a spillable account and possibly result in spilling some or all of the quarantined allocation water from the spillable account.

a. Any volume of water returned to the Facilitator from the spillable account shall be for the exclusive use of the Facilitator.

b. The Facilitator shall be responsible for any Above Entitlement Storage Fees charged by the water authority on the water returned from the spillable account.

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date : \_\_\_\_\_