



# CARRYOVER PROTECTION SPACE WANTED OFFER (CARRYOVER OWNER)

HRWS

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

Offer Number **W515608**

ABA

TRADER ID

High Reliability Water Shares

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

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 buy the volume of Carryover Space as indicated on this form from a Facilitator who has space available. The buyer 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. Contact Water Partners for assistance.

Volume to Carryover  
    .  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

NAME OF ABA HOLDER(S) (IN CAPITALS)	SIGNATURE(S)	DATE

The Carryover Protection - HRWS Risk Factor Check List & High Reliability Water Share (HRWS)- Carryover Owner Terms and Conditions form must also be completed and returned to make this offer valid.

Postal Address \_\_\_\_\_

Mobile \_\_\_\_\_ 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 This offer will be listed on our online traderoom until it is accepted or withdrawn by you.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](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)

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 - HRWS

### RISK FACTOR CHECK LIST

This list is provided so that the Carryover Owner understands the risks involved in carrying allocation water over against High Reliability Water Share (HRWS).

- I/we understand that there is significant risk of loss of allocation water due to spillage from Spillable Water Accounts in which allocation water, carried over against HRWS, may be quarantined.
- I/we understand that no allocation water will be returned until after the Declaration of Low Risk of Spill is announced by the Northern Victorian Resource Manager.
- I/we understand that regardless of the volume of allocation water returned from the Carryover Facilitator that the charges and fees paid will be based on the original volume of allocation water that was transferred to the Carryover Facilitator.
- I/we understand that water allocation volumes returned will reflect a deduction of 5% by volume due to evaporation in the reservoir, as governed by the Carryover Rules.
- I/we understand that an Over Entitlement Storage Fee will be payable on allocation water that is carried over and is transferred into a Spillable Water Account. The fee is only applicable to the volume returned to the Carryover Owner's Allocation Bank Account.

I have read and accept the above risk factors in carrying water over against HRWS.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_



## CARRYOVER PROTECTION

### High Reliability Water Share (HRWS)

#### - CARRYOVER OWNER

#### 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 Owner 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’.
  - c. Provision of payment to Water Partners for the trade and the Transfer Fees within 48-hours of the matching of trade on the Water Partners Carryover Traderoom.
3. Upon provision of the information and payment 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 Owner 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 Owner.
  - c. Full payment for the trade as agreed.

- d. If the said documents and payments are not provided promptly, Water Partners shall have no obligation to facilitate the carryover of the Owners Allocation, and this agreement shall be of nil effect.
5. Only after the declaration of low risk of a spill is, made by the Victorian Resource Manager, will Water Partners transfer from the Facilitator's ABA to the Owners ABA the Owners Returned Allocation. The Owner 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 Owners Allocation originally transferred.
  6. The Owner agrees and acknowledges that any Water Allocation lost due to spill from Spillable Water Accounts, in which carryover may be placed due to seasonal allocations in the new irrigation season, will be deducted from the original volume transferred into the Facilitator's ABA.
  7. The Owner agrees that the payment of fees that are equivalent to the volume transferred into the Facilitator's ABA, regardless of the volume returned to the Owner, will be made in full.
  8. An Above Entitlement Storage Fee, as set by the water authority, is payable for every megalitre returned to the Owner from spillable water accounts. This fee is subject to change by the relevant water authority in future irrigation years.
  9. Any given volume of allocation water contained in the Facilitator's Spillable Water Account(s) may have been provided by any number of Carryover Owners and the Facilitator. For simplicity, all owners of allocation water in a Spillable Water Account, should there be a spill, will have their volumes reduced equally by the percentage of the spill.
  10. This offering to carryover allocation water against HRWS has inherent risks 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. The 'Risk Checklist' is provided by Water Partners for your information and must be read, accepted and signed by all relevant parties and returned with the offer form.
  11. The offer to rent Carryover Space will be listed as per instructions and only altered as authorised by the Owner.
    - 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.

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

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

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

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

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