



# CARRYOVER PROTECTION SPACE WANTED OFFER (CARRYOVER OWNER)

**LRWS**

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

Offer Number **W516741**

ABA

TRADER ID

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

**Low Reliability Water Shares**

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. Please contact Water Partners if you require any assistance.

Volume to Carryover  
    .  ML

Price per ML  
\$    .

Allow Split  Split Volume \_\_\_\_ ML  
Min ML remain after split \_\_\_\_\_ ML

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

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

The *Low Reliability Water Share (LRWS)- Carryover Owner Terms and Conditions* form must also be completed and returned to make this offer valid.

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

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

This form may be lodged in person at **260 Allan Street Kyabram**, by mail to **PO Box 274 Kyabram Vic 3619**, or by email to **admin@waterpartners.org.au**. **THIS FORM MUST BE RECEIVED BY WATER PARTNERS completed before an offer can be listed.**

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.**

By completing this form, all new traders are considered to be nominating for membership of Water Partners (Aust) Ltd trading as Water Partners.

If you do not wish to become a member, please tick here  Further details may be viewed at [www.waterpartners.org.au](http://www.waterpartners.org.au).



## CARRYOVER PROTECTION

### Low Reliability Water Share (LRWS) – 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.
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 and provide 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.
  - a. Where the Owner does not hold the Volume of water in their ABA to affect the transfer, they should notify Water Partners to discuss a future lodgement date for the transfer to be completed.
  - b. It will remain the Owner’s responsibility to advise Water Partners when the volume, or part thereof, is available to be transferred within a reasonable timeline prior to the close of the Water Partners Traderoom for the season.
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. In the event that 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. 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 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 Owner's Allocation originally transferred.
  6. That Water Partners may transfer the Carryover Owner's Allocation to a Water Trading Zone other than the Zone from which the Allocation originated to maximize the available protection offered by the Facilitator(s). This will be impacted by available IVT and trade limits. Water Partners will not proceed with a transfer of this nature without the prior written instructions of the Allocation Owner.
  7. 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.
  8. Once 95% of the Owners water volume has been returned, the Owner will have no claim to any future allocation water that may be determined against the LRWS during the new season.
  9. The Owner shall pay two transfer fees on matching or accepting the Carryover Space to enable the movement of water into the Carryover Space and for the return volume in the new season. Any further transfers as a result of the owner directing Water Partners to attempt to move the volume to alternate ABA numbers or zones will incur additional transfer costs.

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

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

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

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

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