

This "**Supply Contract River Paradise Dam**" is provided for your reference only and is not intended for signature. It is included as an example of the contract SunWater may propose to enter with you if your Offer for the (Purchase or Lease) of Water Allocations is accepted.

The terms of this contract is subject to change without notice. The Contract is not intended to be binding on any party without first being completed by SunWater and signed by all parties."

SAMPLE



MAKING WATER WORK

Supply Contract

River

Paradise Dam

Insert Customer's Name

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Supply Contract River

Date

Parties

1. **SunWater Limited ACN 131 034 985**, Level 10, 179 Turbot Street, BRISBANE QLD 4000 (“SunWater”) and
2. (“*the Customer*”).
3. (“*the Customer*”).
4. (“*the Customer*”).
5. (“*the Customer*”).

Recitals

- A SunWater is the holder of either an interim resource operations licence or a resource operations licence for water infrastructure in the Regulated Area.
- B The Customer either:
- o has made an Agreement to acquire an interest (capable of registration) in a water entitlement under the *Water Act 2000* for the taking of water from the Regulated Area; or
 - o has made an agreement that enables or will enable the Customer to access a volume of water from the Regulated Area; or
 - o proposes to enter into one of these agreements in the future; or
 - o has a contract for the supply of water under Part 4 of the *Water Act 2000*.
- C SunWater and the Customer have agreed terms for SunWater providing the Services to the Customer subject to registration of the Customer as the holder of the interest being acquired or an agreement that enable or will enable the Customer to access a volume of water from the Regulated Area.
- D The Customer’s entitlement to water will arise from the holding of an interest in a water entitlement under the Act and not from this Agreement.

IT IS AGREED as follows.

1. Agreement for Delivery of Water

This Agreement is made between SunWater and the Customer under which SunWater agrees to release water and the Customer agrees to accept the release of water by SunWater on the terms of this Agreement.

2. Agreement Parts

This Agreement comprises the following parts:

- (a) these Terms (“Terms”);
- (b) the Standard Conditions comprised in Schedule 3 (“Standard Conditions”);

Supply Contract River

- (c) the Special Conditions comprised in Schedule 1 (“Special Conditions”); and
- (d) the Customer’s Schedule comprised in Schedule 2 (“Customer’s Schedule”).

3. Discrepancies or Inconsistencies

- (a) Where there is any discrepancy or inconsistency between a part of this Agreement and any other part, the descending order of precedence of the parts listed in clause 2 shall apply to resolve the discrepancy or inconsistency.
- (b) Terms defined in the Standard Conditions comprising Schedule 3 shall have the same meaning when used in other parts of this Agreement.
- (c) This Agreement supersedes the standard supply contract under section 1116 of the Act for the water entitlement.

4. Customer’s Warranty Concerning the Customer’s Allocation

The Customer warrants:

- (a) where Item 2 in the Customer’s Schedule has been completed or is applicable, that:
 - (i) the Customer has entered a contract for the acquisition of the Customer’s Allocation;
 - (ii) true particulars of which contract are stated in the Customer’s Schedule;
 - (iii) such contract is and will remain in full force and effect;
 - (iv) the Customer will take such actions as are reasonably necessary and within the power of the Customer, including but not limited to procuring the detailed information, calculations and studies referred to in subparagraph (v) to ensure that approval as required under the *Water Act 2000* to:
 - (A) the transfer of the Customer’s Allocation to the Customer;
 - (B) any change necessary to the Customer’s Allocation necessary to give effect to this Agreement;is approved and registered promptly;
 - (v) that the Customer is aware that to secure the approvals referred to in paragraph (iv), where the same are not provided for under a resource operations plan, that detailed information, calculations and studies, including hydrological studies may be required by the chief executive in deciding whether or not to grant the approvals referred to in paragraph (iv);
- (b) that the Customer will make arrangements satisfactory to SunWater for the meter of the Current Holder to be read at the time immediately prior to the Customer’s taking any water under this Agreement and particulars provided to SunWater promptly;
- (c) that the Customer is aware or will make itself aware of the volume of water taken by the Current Holder during the Water Year in which the Commencement Date falls or by the counter party to the agreement that enables or will enable the Customer to access a volume of water; and
- (d) that no representation or warranty is given by SunWater about the volume of water which may be taken by the Customer during the balance of that Water Year.

5. Customer's Right of Termination

If by the Approval Date, approval under the *Water Act 2000* has not been obtained for either:

- (a) the transfer of the Customer's Allocation to the Customer; or
 - (b) any change to the Customer's Allocation referred to in clause 4(a)(iv)(B);
- then the Customer may terminate this Agreement by written notice to SunWater.

6. Termination by SunWater – Agreement with Current Holder

If SunWater is a party to a supply contract or otherwise obliged to supply water to the Current Holder and SunWater has not made, by the Approval Date, on terms acceptable to SunWater, a supplementary agreement or agreement for release with the Current Holder then SunWater may terminate this Agreement by notice in writing to the Customer.

7. Effect of Termination

If this Agreement is terminated under clauses 5 or 6, this Agreement shall be at an end and neither party shall have any further obligations against the other except if the Customer has breached clause 4 in which event the Customer shall be liable to SunWater for all damages, costs and expenses incurred by SunWater in carrying out its obligations under this Agreement or as a consequence of such breach by the Customer.

8. Approval Date

In this Agreement, the expression "**Approval Date**" means the date which is 6 months from the date of this Agreement, or a later date nominated by SunWater to the Customer by notice in writing.

9. Services Provided by SunWater

If the Customer requests SunWater to provide services in relation to obtaining the approvals referred to in clause 4(a)(iv), clause 7.1(c) of the Standard Conditions shall apply to such services which may be invoiced and shall be paid for in accordance with clauses 7.2(b) and 7.6 of the Standard Conditions notwithstanding any termination of this Agreement.

10. Indemnity by the Customer for Charges prior to Commencement Date

The Customer:

- (a) acknowledges that where Item 2 in the Customer's Schedule has been completed or is applicable, the Current Holder shall, under the supplementary agreement or agreement for release referred to in clause 6, remain liable for all Charges until the Customer is entitled to take the Current Holder's water under this Agreement; and
- (b) shall indemnify and keep indemnified SunWater in respect of Charges if not paid by the Current Holder.

Schedule 1

Special Conditions

Special Condition 1 Annual Service Delivery Charges (Paradise)

1.1 Interpretation

In this Agreement:

“**Part A Charge**” means the Part A Charge specified in part 6 of the Customer’s Schedule and is a Fixed Charge;

“**Part B Charge**” means the Part B Charge in part 6 of the Customer’s Schedule and is a Consumption Charge.

“**Paradise Dam**” means the Paradise (formerly Burnett River) Dam constructed by Burnett Water Pty Ltd ACN 097 206 614 located in the Bundaberg Water Supply Scheme.

“**Bundaberg Water Supply Scheme**” means the Bundaberg Water Supply Scheme referred to in the Resource Operations Plan.

1.2 Adjustment to Part A and B Charges

The parties acknowledge and agree that:

- (a) the consumption charges charged by SunWater in respect of water supply contracts in the Bundaberg Water Supply Scheme may be required to be adjusted at any time during the Term due to a current or any future rural water pricing review;
- (b) as a result of a change of the kind referred to in Special Condition 1.2(a), the Part B Charge may be adjusted;
- (c) if the Part B Charge (including all adjustments to be made to it under this Agreement) is adjusted due to the circumstances referred to in Special Condition 1.2(a) and (b) (and not as a result of the adjustment in Special Condition 1.3(b)) then:
 - (i) SunWater is entitled to adjust the Part A Charge to compensate SunWater for any adjustment in the Part B Charge; and
 - (ii) the compensation to SunWater and the adjustment to the Part A Charge will be calculated as follows:

$$\text{Part A}_{\text{Final}} = \text{Part A}_{\text{Initial}} - 75\% \times (\text{Part B}_{\text{Final}} - \text{Part B}_{\text{Initial}}).$$

1.3 Annual Adjustment

- (a) The Part A Charge will be adjusted yearly during the Term to compensate SunWater for increases in the Consumer Price Index (CPI) in accordance with Special Condition 1.3(b);
- (b) As and from each 1 July, except in those years referred to in Special Conditions 1.4 and 1.4A, the Part A Charge shall be increased by the proportion by which the Index Number last published for the period immediately relevant to the relevant 1 April has increased, over the Index Number published for the relevant period immediately prior to the preceding 1 April.
- (c) The Part B Charge will be adjusted yearly in accordance with any directions provided in a current or any future rural water pricing review.

Supply Contract River – Schedule 1 Special Conditions

1.4 Review of Part A Charge on 1 July 2016

- (a) On 1 July 2016 the Part A Charge will be increased to compensate SunWater for the increased operating costs of the Paradise Dam.
- (b) The increased Part A Charge will be calculated in accordance with the following formula:
$$A = B + C$$
Where:
 - A = the increased Part A Charge referred to in Special Condition 1.4(a).
 - B = the Part A Charge on 1 July 2016 including any Consumer Price Index increases in accordance with Special Condition 1.3.
 - C = the value of the difference between:
 - (i) the lower bound (without interest) component of the Part A Charge as at the Commencement Date (adjusted by CPI); and
 - (ii) the lower bound (without interest) component of the Part A Charge as at 1 July 2016,as those costs are reasonably determined by SunWater using (among other criteria) the base assumptions in Special Condition 1.4(c).
- (c) For the purposes of performing the calculation in Special Condition 1.4(b) SunWater will use the following base assumptions:
 - (i) the lower bound (without interest) component of the Part A Charge at the Commencement Date is \$5.28;
 - (ii) the Part A Charge contributes to lower bound assuming 75% usage;
 - (iii) all 144,000 megalitres will be used in the calculation of the per megalitre charge.

1.4A Review of Part A Charge from 1 July 2021

The Part A Charge will be reviewed by SunWater and take effect on 1 July 2021 and at the end of each successive 5 year period after 1 July 2021 in accordance with the pricing policies of the day.

1.5 Invoicing, calculation and payment of Part A Charge for period from Commencement Date to end of initial Billing Interval

- (a) On the Completion Date of the acquisition of the Water Allocation referred to in section 2 of Schedule 2 Customers Schedule, SunWater will render an invoice to the Customer for a pro rata portion of the Part A Charge payable for the period from the Commencement Date to the end of the initial Billing Interval of the Term.
- (b) The Part A Charge referred to in paragraph (a) above will be calculated and payable in advance for the relevant period for which the invoice is rendered.

1.6 Standard Conditions

The provisions of this Special Condition 1 override clauses 9.2, 9.3 and 9.4 of the Standard Conditions to the extent of any inconsistency, despite the order of precedence in clause 3 of this Contract.

1.7 No rights for capital costs

The Customer acknowledges and agrees that the payment of any Charges:

Supply Contract River – Schedule 1 Special Conditions

- (a) does not constitute a capital contribution by the Customer to the SunWater Works;
- (b) does not confer any right, title or interest in the SunWater Works to the Customer;
- (c) does not entitle the Customer to any extinguishment, reduction, reimbursement or rebate of those payments at any time due to those payments contributing to the recovery of the capital costs of the SunWater Works by SunWater.

Special Condition 2 Default

- 2.1 In addition to clause 5 of the Standard Conditions, where the Customer and Burnett Water Pty Ltd ACN 097 206 614 have made an agreement, whether before or after the making of this Agreement, default by the Customer under any such agreement with Burnett Water Pty Ltd will be deemed to be a default under each such agreement between the Customer and SunWater and a default by the Customer under this Agreement.

Special Condition 3 Dispute Resolution not to apply

- 3.1 Clause 21 – Dispute Resolution of the Standard Conditions do not apply to disputes in relation to Part A Charges and Part B Charges.

Special Condition 4 Authority to complete

- 4.1 The parties acknowledge and agree that:
- (a) at the time of signing this Agreement the particulars to be included in the Customer's Schedule may be incomplete or blank;
 - (b) this Agreement is valid and binding on the parties despite omissions in the Customer's Schedule.
- 4.2 The Customer authorises SunWater to complete the Customer's Schedule (or any other relevant part of this Agreement) after this Agreement is signed when full details of the Customer's Allocation become known to SunWater.

Schedule 2

Customer’s Schedule

1. Customer Details

Customer :
ABN :
Customer :
ABN :
Customer :
ABN :
Customer :
ABN :
Customer Account Number :
Address for Invoices :
(mailing address)

Address for Notices :
(street or property address)

Telephone Number :
Facsimile Number :

2. Details of Customer’s Acquisition

*** (Delete as required)**

Current Holder : Burnett Water Pty Ltd
Type of water entitlement : Water Allocation
Extent of interest to be acquired : Transfer*/ Lease*

Portion of interest to be acquired : Whole
Completion Date :
Termination Date for Additional Contract :
Nature of Acquisition dealing :
Land : Not Applicable
Location for taking Water :

3. Customer Allocation Particulars

Regulated Area : Bundaberg Water Supply Scheme
Customer’s Allocation Identifier :
Customer’s Interest :
Amount of Allocation : ML
Location for taking Water :
Purpose : Any
Resource Operations Plan : Burnett Basin Resource Operations Plan
Resource Operations Licence : Bundaberg Water Supply Scheme Resource Operations Licence
Priority Group : Medium*/High*

4. Customer’s Nominated Works – SunWater Works

* (Delete as required)

Customer’s Nominated Works :
as specified in:

Licence Number* : issued under the:
Water Resources Act 1989/Water Act 2000*.*

Development Permit* : issued under the *Integrated Planning Act 1997*

Offtake Details :

5. Commencement Date

____ / ____ / ____

6. Water and Other Charges at Commencement Date

** (Delete as required)*

These Charges are current until	:	30 / 06 / 14
Fixed – Part A Charge	:	Medium Priority - \$42.36 per ML of Customer’s Allocation per year* High Priority - \$105.56 per ML of Customer’s Allocation per year*
Consumption – Part B Charge	:	\$1.13 per ML
Minimum Charge	:	As made or amended under clause 9.2 of the Standard Conditions.
Billing Interval	:	Quarterly
Charges for Connection Services	:	As made or amended under clause 9.2 of the Standard Conditions.
Charges for Disconnection Services	:	As made or amended under clause 9.2 of the Standard Conditions.
Charges for Extra Meter Reading Services	:	As made or amended under clause 9.2 of the Standard Conditions.
Charges for Meter Testing Services	:	As made or amended under clause 9.2 of the Standard Conditions.

7. Security Required

Is security required on execution from the Customer?
(clause 20 of the Standard Conditions)

Yes/No

Schedule 3

Standard Conditions

The Customer acknowledges having received or inspected a copy of the Supply Contract River Standard Conditions Schedule 3 – Version 2 that apply to this Supply Contract.

Signature

Signature

Signature

Signature

Signature

Signature

SAMPLE

EXECUTION BY THE PARTIES TO THE SUPPLY CONTRACT

Executed by SunWater

SIGNED on behalf of **SUNWATER LIMITED**)
ACN 131 034 985)
by a duly authorised officer)
in the presence of:)

Signature

Witness Name

Witness Signature

Execution clauses for the Customer(s)

Executed by the Customer as an Individual

SIGNED by [Print customer name])
in the presence of:)

Customer's Signature

Witness Name

Witness Signature

Executed by the Customer as an Individual by Attorney

SIGNED by [Print customer name])
by his/her attorney [Attorney's full name])
under Power of Attorney No.)
who states that he/she has not received)
notice of revocation of the Power of)
Attorney and in the presence of:)

Attorney's Signature

Witness Name

Witness Signature

Execution by a Company

EXECUTED by [Name of Company & ABN])
)
in accordance with section 127 of the)
Corporations Act 2001:)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

THE COMMON SEAL of)
[Name of Company & ABN])
was duly affixed in the presence of:)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

THE COMMON SEAL of)
[Name of Company & ABN])
was duly affixed in the presence of:)

Signature

I am the sole director and sole company secretary of the company

Print name

Executed by a Company by Attorney

SIGNED SEALED and DELIVERED)
on behalf of [Name of Company & ABN])
by its attorney [Attorney's full name] under Power)
of Attorney No.)
who states that he/she has not received notice of)
revocation of the Power of Attorney and in the)
presence of:)

Signature

Witness Name

Witness Signature