

This “**Supply Contract Channel and Pipeline 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
Channel and Pipeline
Paradise Dam

Insert Customer's Name

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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:
- has a Customer’s ROL Contract; or
 - has made an agreement that enables or will enable the Customer to access a volume of water from the Regulated Area; or
 - proposes to enter into one of these agreements in the future; or
 - has a contract for the supply of water under Part 4 of the *Water Act 2000*.
- C SunWater and the Customer have agreed on the terms for SunWater providing the Services to the Customer and where the Customer has a ROL Contract, subject to the Customer’s ROL Contract becoming unconditional.
- 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 divert water and the Customer agrees to accept the diversion 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”);
- (c) the Special Conditions comprised in Schedule 1 (“Special Conditions”); and

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- (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 available under the Customer's ROL Contract.

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

The Customer warrants:

- (a) that the Customer has entered into the Customer's ROL contract or will obtain SunWater's approval before taking water under this Agreement;
- (b) that the Customer will make arrangements satisfactory to SunWater for the meter to be read immediately after the Customer becomes aware that the Customer's ROL Contract has become unconditional or the taking of water has been approved, and before taking any water under this Agreement and providing those particulars promptly to SunWater;
- (c) 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, the Customer's ROL Contract has not become unconditional, then the Customer may terminate this Agreement by written notice to SunWater.

6. Termination by SunWater – Agreement with Third Party

Where SunWater is a party to a Contract or is otherwise obliged to supply water that could be the subject of this Agreement to a third party, and SunWater has not, by the Approval Date, on terms acceptable to SunWater, made a supplementary agreement or agreement for release of the pre-existing agreement, 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. Indemnity by the Customer for Charges prior to Commencement Date

The Customer:

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- (a) acknowledges that the third party shall, under the supplementary agreement or agreement for release referred to in clause 6, remain liable for all Charges until the Commencement Date; and
- (b) shall indemnify and keep indemnified SunWater for such Charges if not paid by the third party.

SAMPLE

Schedule 1

Special Conditions

Special Condition 1 Annual Service Delivery Charges

1.1 Interpretation

In this Agreement:

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

“**Distribution Services Access Charge (annual)**” means the payment identified as such in Item 5 of the Customer’s Schedule, payable by Customers which have not paid the Distribution Services Access Charge (up front) and is a Distribution Fixed Charge.

“**Distribution Services Access Charge (up front)**” means the payment identified as such in Item 5 of the Customer’s Schedule and paid by the Customer prior to the Commencement Date and is a Distribution Fixed Charge.

“**New Water**” means water diverted into the Distribution Network under this Agreement being water available from or due to the commissioning of the Paradise Dam under water allocations granted after 1 November 2005.

“**Off Peak**” means the distribution services provided by SunWater during a period which is not a “Peak” period as declared by SunWater.

“**Old Water**” means water diverted into the Distribution Network under arrangements separate from this Agreement being water available under water entitlements granted prior to 1 November 2005.

“**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.

“**Part B Charge**” means the Part B Charge in part 5 of the Customer’s Schedule and is a Distribution Consumption Charge.

“**Part C Charge**” means the Part C Charge specified in part 5 of the Customer’s Schedule and is a Distribution Fixed Charge.

“**Peak**” means the distribution services provided by SunWater during a period declared as a “Peak” period by SunWater.

1.2 Adjustment to Part B and C 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;

Supply Contract Channel & Pipeline – Schedule 1 Special Conditions

- (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 C Charge to compensate SunWater for any adjustment in the Part B Charge; and
 - (ii) the compensation to SunWater and the adjustment to the Part C Charge will be calculated as follows:
$$\text{Part C}_{\text{Final}} = \text{Part C}_{\text{Initial}} - 75\% \times (\text{Part B}_{\text{Final}} - \text{Part B}_{\text{Initial}}).$$

1.3 Annual Adjustment

- (a) The Part C Charge will be adjusted yearly during the Term to compensate SunWater for increases in the Consumer Price Index in accordance with Special Condition 1.3(c).
- (b) The Distribution Services Access Charge (annual) will be adjusted yearly for increases in the Consumer Price Index in accordance with Special Condition 1.3(c).
- (c) As and from each 1 July, except in those years referred to in Special Condition 1.4, the Part C Charge and the Distribution Services Access Charge (annual) 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.
- (d) The Part B Charge will be adjusted yearly in accordance with any directions provided in a current or any future rural water pricing review.

1.4 Merging of Charges

SunWater reserves the entitlement to merge the Distribution Charges for Old Water with the Distribution Charges for New Water. For the purposes of SunWater determining whether to merge the Distribution Charges for New Water with the Distribution Charges for Old Water, the Distribution Charges for New Water will be reviewed as follows:

- (a) On the earlier of:
 - (i) the 1st July 2016; or
 - (ii) any time after the date on which 65,000 ML of New Water has been diverted into the Distribution Network,

SunWater will review the Distribution Charges, in the manner it determines, to establish a fair price for the Distribution Services for New Water taking into account the revenue collected from those Charges and the operational, maintenance and capital costs of those Services;

- (b) After the review in Special Condition 1.4(a), SunWater will, in its absolute discretion, determine to either:
 - (i) merge the Distribution Charges for New Water with the Distribution Charges for Old Water; or
 - (ii) fix the Distribution Charges for New Water unchanged for another 5 years (subject to an annual CPI review under Special Condition 1.3);

Supply Contract Channel & Pipeline – Schedule 1 Special Conditions

- (c) In the event Special Condition 1.4(b)(ii) applies, SunWater will conduct another review on the 1st July 2021 in substantially the same manner as provided for in Special Condition 1.4(a) and (b);
- (d) This Special Condition 1.4 is in addition to and does not operate to amend or limit in any way the provisions of Special Condition 1.2 and 1.3.

1.5 Invoicing, calculation and payment of Part C Charges, Distribution Services Access Charge (annual) and Distribution Services Access Charge (up front)

- (a) On the Completion Date of the acquisition of the Water Allocation referred to in section 2 of Schedule 2 Customers Schedule of the Customer's ROL Contract, SunWater will render an invoice under this Agreement to the Customer for:
 - (i) a pro rata portion of the Part C Charge payable from the period from the Commencement Date to the end of the initial Billing Interval of the Term;
 - (ii) a pro rata portion of the Distribution Services Access Charge (annual) for the period from the Commencement Date to the next 30 June;
 - (iii) the Distribution Services Access Charge (up front);
- (b) The Part C Charge and the Distribution Services Access Charge (annual) 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:

- (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

Supply Contract Channel & Pipeline – Schedule 1 Special Conditions

- 3.1 Clause 24 – Dispute Resolution of the Standard Conditions do not apply to disputes in respect of the Distribution Services Access Charge (annual), the Distribution Services Access Charge (upfront), Part B Charges and Part C 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.

SAMPLE

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. Customer Particulars (if applicable)

Customer’s ROL Contract between the : / /
Customer and SunWater dated

3. Customer’s Off-Take Works

Customer’s Off-Take Works :

Offtake Details :

4. Commencement Date

____ / ____ / ____

5. Water and Other Charges at Commencement Date

** (Delete as required)*

These Charges are current until	:	30 / 06 / 14
Fixed – Part C Charge	:	'peak' Abbotsford System - \$36.96 per ML of Customer's Allocation per year*
		'peak' Gin Gin/Bingera System - \$11.40 per ML of Customer's Allocation per year*
		'peak' Gooburrum System - \$1.92 per ML of Customer's Allocation per year*
		'peak' Isis System - \$23.64 per ML of Customer's Allocation per year*
		'peak' Woongarra System - \$7.68 per ML of Customer's Allocation per year*
		'off peak' Abbotsford System - \$21.16 per ML of Customer's Allocation per year*
		'off peak' Gin Gin/Bingera System - \$0.00 per ML of Customer's Allocation per year*
		'off peak' Gooburrum System - \$0.00 per ML of Customer's Allocation per year*
		'off peak' Isis System - \$7.88 per ML of Customer's Allocation per year*
		'off peak' Woongarra System - \$0.00 per ML of Customer's Allocation per year*
Consumption – Part B Charge	:	\$51.95 per ML

Supply Contract Channel & Pipeline – Schedule 2 Customer’s Schedule

Distribution Services Access Charge (annual)	:	‘peak’ \$37.91 per ML of Customer’s Allocation per year*
		‘off peak’ \$18.95per ML of Customer’s Allocation per year*
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.

6. Security Required

Is security required on execution from the Customer?
(clause 23 of the Standard Conditions)

Yes/No

Schedule 3

Standard Conditions

The Customer acknowledges having received or inspected a copy of the Standard Conditions – Version 2 that apply to the Supply Contract (Pipeline Channel).

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

Supply Contract Channel & Pipeline

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