



WESTERN MURRAY IRRIGATION LIMITED

ACN 93 067 197 853

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Application for Temporary Transfer of Delivery Entitlements

Western Murray Irrigation Limited
The Transferor specified in the Details
The Transferee specified in the Details

Details

A. Temporary Transfer		
Total number of Delivery Entitlements held by Transferor		
Number of Delivery Entitlements to be temporarily transferred		
Commencement Date	01 July	2019
Expiry Date	30 June	2020

B. Transferor (who currently holds the Delivery Entitlements)			
Name(s)			
Phone No		Fax No	
Farm/Account No		Irrigation Area	Bga / Cma / Cwa (<i>select one</i>)

Signed by the Transferor or for and on behalf of the Transferor (where there are multiple owners, all must sign – if more than four owners, please request an additional owners form):

Signature:	Signature:
Director/secretary (<i>select one if applicable</i>)	Director/secretary (<i>select one if applicable</i>)
Print name:	Print name:
Date: / /	Date: / /

Signature:	Signature:
Print name:	Print name:
Date: / /	Date: / /

WMI Office Use Only				
Verify Transferor's signatures				Comments
Delivery Entitlement balance after trade				
Outstandings	Y / N	Amount	\$	

Irrigation Area:

Farm From:

Farm To:

Quantity

C. Transferee (who will receive the benefit of the Temporary Transfer)			
Name(s)			
Phone No		Fax No	
Farm/Account No		Irrigation Area	Bga / Cma / Cwa (<i>select one</i>)

Signed by the Transferee or by for and on behalf of the Transferor (where there are multiple owners, all must sign – if more than four owners, please request an additional owners form):

Signature:	Signature:
Director/secretary (<i>select one if applicable</i>)	Director/secretary (<i>select one if applicable</i>)
Print name:	Print name:
Date: / /	Date: / /

Signature:	Signature:
Print name:	Print name:
Date: / /	Date: / /

WMI Office Use Only				
Verify Transferee's signatures			Comments	
Delivery Entitlement balance after trade				
Outstandings	Y / N	Amount	\$	

WMI Office Use Only	
Trade Reference Number:	DE 20 /
Receipt Number:	Date:
Entered by:	Date:

Parties

- (1) **Western Murray Irrigation Limited ABN 93 067 197 853 (Company)**
- (2) **The Transferor specified in the Details (Transferor)**
- (3) **The Transferee specified in the Details (Transferee)**

Introduction

- A. The Transferor wishes to transfer Delivery Entitlements to the Transferee for a fixed term.
- B. The Transferor and the Transferee apply to the Company and the Company agrees to register the Temporary Transfer, on and subject to the terms of this Application.

Operative Parts

1. **Defined terms and interpretation**

1.1 **Terms defined in the General Conditions**

In this Application, unless the contrary intention appears, a word or phrase defined in the General Conditions has the same meaning in this Application.

1.2 **Other defined terms**

The following definitions apply unless the contrary intention appears.

Application means this document.

Commencement Date means the date specified in the Details.

Details means the schedule in this Application under the heading "*Details*".

Expiry Date means the date specified in the Details.

General Conditions means the General Conditions published on the Company's web site, as varied by the Company from time to time.

Temporary Transfer means the variation of a Delivery Entitlement to relate to the Transferee's Landholding for the Term and the assignment by the Transferor to the Transferee of the right to exercise the Delivery Entitlement, as varied, in respect of the Term and reversion of that right to the Transferor at the end of the Term.

Term means the period beginning on the Commencement Date and ending on the Expiry Date.

Transferring Delivery Entitlements means the number of Delivery Entitlements of the Transferor specified in Part A of the Details.

1.3 **Interpretation**

Clause 1.2 (Interpretation) of the General Conditions applies to this Application with the necessary changes.

2. Temporary transfer

2.1 Application for Temporary Transfer

The Transferor and the Transferee apply to the Company for a Temporary Transfer of the Transferring Delivery Entitlements, on and subject to the terms of this Application.

2.2 Charges for Application

Payment of the relevant Charge applicable to the Application must be made at the time and place of submission of the Application.

2.3 Security interests

The Transferor represents and warrants to the Company and the Transferee that it has obtained written consent to the Temporary Transfer of the Transferring Delivery Entitlements from all persons who hold a legal or equitable interest in the Transferring Delivery Entitlements.

2.4 Joint and several liability

The Transferor and Transferee are jointly and severally liable for all Charges which accrue in respect of the Transferring Delivery Entitlements, including Fixed Charges and Variable Charges, during the Term, but excluding Termination Fees for which the transferor will remain solely liable.

3. Determination

3.1 Company's approval

To the maximum extent permitted by law, the Company may, at its discretion, approve or refuse this Application (including by imposing conditions) by giving notice to the Transferor and the Transferee.

3.2 Reasons for refusal

To the maximum extent permitted by law, the Company may, at its discretion, refuse an Application without giving any reason for refusal, including:

- (a) where the Application is incomplete;
- (b) where the Application is not accompanied by payment of the relevant Charge applicable to the Application;
- (c) where there are outstanding Charges payable by an Applicant (or an Associate of the Applicant) to the Company;
- (d) a person who holds a legal or equitable interest in the Transferring Delivery Entitlements has not given approval to the Temporary Transfer;
- (e) where the Transferor does not hold sufficient Delivery Entitlements;
- (f) where a requirement of a law (including a requirement for approval by any relevant Government Agency) cannot be satisfied;

- (g) where the Temporary Transfer would, in the reasonable opinion of the Company, contravene the Company's obligations under a Legal Requirement;
- (h) where the Transferring Delivery Entitlements have already been exercised in the current Water Year; or
- (i) where the Company, acting reasonably, restricts the Temporary Transfer, having taken into account factors which include the following:
 - (i) overall capacity in the Company's irrigation network;
 - (ii) capacity in the parts of the Company's irrigation network to which water would potentially be delivered under the Transferring Delivery Entitlements;
 - (iii) reconfiguration or decommissioning work in the parts of the Company's irrigation network to which water would potentially be delivered under the Transferring Delivery Entitlements;
 - (iv) connectivity between specific parts of the Company's irrigation network relevant to the Temporary Transfer of the Transferring Delivery Entitlements;
 - (v) payment of fees or charges for access, changing access, or terminating or surrendering access, to the Company's irrigation network;
 - (vi) the number of Delivery Entitlements reasonably required to irrigate a person's Landholding for both current and expected future water use;
 - (vii) the net costs to the Company of assessing and giving effect to the Temporary Transfer of the Transferring Delivery Entitlements;
 - (viii) the provision of reasonable security to the Company for the payment of fees or charges for access to the Company's irrigation network by the person acquiring the Transferring Delivery Entitlements; and
 - (ix) whether the Temporary Transfer of the Transferring Delivery Entitlements would result in the Transferring Delivery Entitlements being held by a person who does not own or occupy land in the area serviced by the Company.

4. Confirmation

4.1 Transferor remains holder of Delivery Entitlements

The Temporary Transfer does not limit or affect the Transferor's obligations under the Water Delivery Agreement in respect of the Transferring Delivery Entitlements, including in respect of Charges and the provision of security under the Transfer Rules Policy.

5. Termination of Temporary Transfer

5.1 End of Term

The Temporary Transfer of the Transferring Delivery Entitlements expires at the end of the Expiry Date, unless it is terminated earlier in accordance with this Application.

5.2 **Termination with consent of all parties**

The Temporary Transfer of the Transferring Delivery Entitlements may be terminated before the end of the Term, subject to the Transferor, Transferee and Company all providing written consent.

5.3 **Termination for default**

The Company may terminate the Temporary Transfer of the Transferring Delivery Entitlements immediately by giving notice to the Transferor and the Transferee if an Event of Default occurs in respect of the Transferor or the Transferee.

6. **Termination of Delivery Entitlements**

6.1 **No termination by the Transferee**

The Transferring Delivery Entitlements cannot be terminated by the Transferee.

6.2 **Termination by the Transferor**

The Transferring Delivery Entitlements cannot be terminated by the Transferor without the Transferee's consent.

6.3 **Termination by the Company**

Nothing in this Application limits or affects the Company's rights under any Water Entitlement Agreement, Water Delivery Agreement or the General Conditions to terminate the Transferring Delivery Entitlements, including if an Event of Default occurs in respect of the Transferor or the Transferee.

7. **General**

7.1 **Assignment**

Neither the Transferor nor the Transferee can assign a right under this Application without the prior written consent of the other party and the Company.

7.2 **Transfer Rules Policy**

Part A (other than rule 1.4) of the Transfer Rules Policy applies to this Application, with the necessary changes, except that this Application takes precedence over the Transfer Rules Policy to the extent of any inconsistency.

7.3 **Special Conditions**

The terms of this Application are Special Conditions for the purposes of any Water Delivery Agreement and Water Entitlement Agreement between the Company and the Transferor or the Transferee.