

customer registration for temporary water allocation trading



'water is what we do'

Thank you for your enquiry.

In order to enable us to act on your behalf in water trading matters it is necessary for you to complete the customer registration process.

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water market advice and strategy

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Why Register?

Registering allows you to be included as a user on our electronic water trading platform operated by The Waterexchange Pty Ltd. This platform matches buyers and sellers throughout the entire Murray Darling Basin to achieve consistent supply and the most competitive pricing available. Once a trade has been agreed the platform also provides electronic lodgement with the relevant water authorities to achieve settlement in the shortest possible time.

Registration as a user will also allow you to receive regular reports and information to keep you up to date with the latest issues and trends in the water market.

You will only have to register once - for any future trades it will not be necessary to re register.

How Do I Register?

To register simply complete the attached forms indicated below and return to our office.

Participation agreement: this form captures your contact and licence details to enable you to be included as a user on the electronic platform.

Authority to act: this form sets out your instructions to us in respect of your temporary trade requirements.

Payment details - buyers: for buyers this form provides details of the terms of payment for purchasing temporary allocations.

Payment details - sellers: for sellers this form captures your bank account details to deposit the settlement funds.

When completing these forms it is important that all details are entered correctly to prevent delays with the processing and settlement of trades. Therefore if you require any clarification or additional information to complete these forms please feel free to contact our office.

The Next Steps For Buyers Of Temporary Allocations

Once we have received your completed forms you will become registered as a user on the water exchange platform within 24 hours. We will then enter the terms of your offer to buy (as per your Form 2 instructions) on the platform specifying the quantity of temporary water allocation you require and your nominated purchasing price.

As soon as supply becomes available meeting these criteria a trade (contract) will occur automatically and you will be notified immediately by email or fax. Thereafter within 24 hours you will receive an invoice for the amount of the transaction together with relevant water authority fees and our brokerage charges (see section 7). It is important that payment is made as soon as possible upon receipt of this invoice to ensure that there are no delays in processing the trade. These funds will be held in our trust account until settlement.

Thereafter processing of the trade will occur with the relevant water authorities. As a guide current average processing times by the various water authorities are indicated in section 5 of this document.

Upon approval of the trade by the relevant water authorities you will be notified by us and the temporary allocation will be credited to your nominated water licence / account.

If at any stage (before a trade has occurred) you wish to change the terms of your offer to buy you should contact us immediately. Additionally if your offer to buy is not accepted by a seller within your nominated order duration you will be notified and given the opportunity to amend the offer.

The Next Steps For Sellers Of Temporary Allocations

Once we have received your completed forms you will become registered as a user on the water exchange platform within 24 hours. We will then enter the terms of your offer to sell (as per your authority to act instructions) on the platform specifying the quantity of temporary water allocation you wish to sell and your nominated selling price.

It is essential that the quantity of water you offer for temporary trade is available for trade in your water account. We strongly recommend that you confirm this with your relevant water authority before completing this registration.

As soon as buyer accepts your offer to sell a trade (contract) will occur automatically and you will be notified immediately by email or fax. Thereafter processing of the trade will occur with the relevant water authorities. As a guide current average processing times by the various water authorities are detailed in section 5 of this document.

Upon approval of the trade by the relevant water authorities you will be notified by us and the settlement funds will be directly credited to your nominated bank account. At this time you will receive a water sales credit notice by email or fax.

If at any stage (before a trade has occurred) you wish to change the terms of your offer to sell you should contact us immediately. Additionally if your offer to sell is not accepted by a buyer within your nominated order duration you will be notified and given the opportunity to amend the offer.

Additional Information

Should you require any assistance in completing this registration please contact us on **1300 007 939**.

participation agreement Terms and Conditions for the Sale of Irrigation Rights

These terms and conditions apply to all trades on and from 1 July 2005.

The following are the Terms and Conditions upon which **THE WATEREXCHANGE PTY LIMITED** ACN 003 476 864 ("the Operator") provides the Services at the Site. Users should note that the Terms and Conditions may be amended from time to time and should review them every time the Services are used. In order to be provided with the Services Users must accept these Terms and Conditions by executing this Agreement and returning it to the Operator.

definitions

"Agreement" means the agreement coming into effect by virtue of Clause 1.1(a)
"Allocation" means the water allocation available for Trade or Traded by way of temporary transfer for the current Water Year.
"Buy Order" means an offer by a User to buy an Irrigation Right.
"Buyer" means any person whose Buy Order for an Irrigation Right is successful.
"Entitlement" means the water entitlement available for Trade or Traded by way of permanent transfer.
"Irrigation Right" means the Entitlement or the Allocation as the case may be.
"Registration Form" means the registration form on the Site to be completed by a person who wants to become a User.
"Regulating Authority" means the Minister of the Crown or the State Government department or agency which processes administers determines upon or otherwise deals with the Application for Transfer of the Irrigation Right.
"Sell Order" means an offer by a User to sell an Irrigation Right.
"Seller" means any person whose Sell Order for an Irrigation Right is successful.
"Services" means the services provided by the Operator via the Site for or in connection with the Trading of Irrigation Rights.
"Site" means the internet site via which the Operator provides the Services, currently <http://www.waterexchange.com.au>.
"Terms" means these Terms and Conditions.
"Trade" means the sale or purchase of an Irrigation Right via the Site and
"Traded", **"Trading"** and **"Trader"** have corresponding meanings.
"User" means any person who has been registered by the Operator to place a Buy Order or a Sell Order.
"Water Year" means the period of one year specified in the Water Sharing Plan governing the Trade or otherwise published from time to time by the Regulating Authority in either case as the accounting and delivery year for supply of water to holders of irrigation entitlements.
"You" means the User bound by this Agreement.

1 acknowledgements

1.1 You acknowledge and agree that:

- (a) You and the Operator are bound at the time of your Trade by the Terms current at the time of your Trade;
- (b) The other party to your Trade will rely on You being bound by this Agreement;
- (c) The Operator does not function as either buyer or seller of Irrigation Rights and is merely a facilitator providing transactional facilities to Users.

2 eligibility

2.1 You are permitted to use the Services if:

- (a) You are over the age of eighteen (18) years and are otherwise legally entitled to enter into contracts;
- (b) All of the information provided by You in the Registration Form is true and accurate.

3 user security

- 3.1 As a User You will receive a user number ("User ID") and personal identification number ("PIN"), which you should keep confidential.
- 3.2 You are deemed to be responsible for any Buy Order or Sell Order submitted under your User ID and PIN.
- 3.3 You agree immediately to notify the Operator of any unauthorized use of your USER ID or PIN.

4 transactions

- 4.1 The Operator retains the right at any time and without notice and without liability to any person to withdraw the Services from any User.
- 4.2 The Operator does not investigate the ability of a User to complete any Trade and You use the Site at your own risk.

4.3 If the Trade is in respect of an Entitlement:

- (a) You shall be deemed at the time of the Trade to have entered into the Agreement for Sale of Water Entitlement ("the Sale Agreement") suitably completed to reflect the detail of the transaction, the form of the Sale Agreement being set out on the Site;
- (b) You authorise and direct the Operator to complete the Sale Agreement with detail of the Trade and to sign a copy of the Sale Agreement on your behalf and to forward same to the other party to the Trade;
- (c) The Operator shall forward your copy of the Sale Agreement (signed by the Operator on behalf of the Traders) to You within fourteen (14) days after the date of the Trade;
- (d) It is your responsibility to make application to the Regulating Authority for the permanent transfer of the Entitlement.

4.4 If the Trade is in respect of an Allocation You authorise the Operator to sign and to forward to the Regulating Authority on your behalf the Application for the transfer of the Allocation in the form of the appropriate document(s) and supporting documents (if any) specified by the Regulating Authority. You acknowledge that the Operator shall not take any further action in relation to the transfer.

4.5 Whether or not the transfer has been approved by the Regulating Authority the Buyer will pay the Operator the purchase price for the Allocation within three (3) days after the Trade has occurred (time being of the essence), but shall not take title to the Allocation until the Regulating Authority has approved the Application. The Buyer acknowledges that if he fails to pay the purchase price within the said three (3) day period, he will have committed a breach of a fundamental term of this Agreement which will thereupon be deemed to be at an end and the Allocation may be resold with the Buyer being liable to pay to the Seller any loss on resale plus any costs and expenses associated with the resale.

4.6 The purchase price paid by the Buyer pursuant to Clause 4.5 shall be held by the Operator in trust pending the approval of the Application for the transfer by the Regulating Authority at which time the Operator shall account to the Seller for the purchase price. If the Application for transfer is refused by the Regulating Authority, the Operator shall refund to the Buyer any purchase price paid pursuant to Clause 4.5.

4.7 You shall pay to the Operator:

- (a) The fee payable to the Operator by the User as specified in the Fees and Payment Section of the Site at the time of the Trade;
- (b) Any fee payable to the Regulating Authority in connection with the sale of the Allocation;
- (c) The Operator's estimate of any taxes levies charges or like debts imposed on the Operator by the State or Commonwealth governments on or in connection with the Trade;
- (d) One half of any goods and services tax payable by the Operator on the supply of goods or services by the Operator under this Agreement.

4.8 You shall pay the Operator the amounts referred to in clause 4.7 within three (3) days (time being of the essence) after a Trade, provided that if the transfer is not completed for any reason other than your default the amount paid pursuant to Clause 4.7 must be refunded by the Operator to You.

5 warranties

5.1 The only warranties that the Operator makes in relation to the Site or the Services are that:

- (a) The Services will be provided with reasonable skill and care; and
- (b) The Site and the Services will operate substantially in the manner described in the Guidelines and Policies Section of the Site.

For the avoidance of doubt and without limiting the generality of the above the Operator does not warrant that:

- (c) The Site or the Services will always be available, accessible, secure or operate without error;
- (d) The Seller has an unencumbered title over any Irrigation Right offered for sale;
- (e) Any Irrigation Right is available for transfer or is able to be transferred;
- (f) The sale or transfer of any Irrigation Right does not infringe the rights of a third party;
- (g) Any Trade will be completed.

5.2 You warrant that you have satisfied yourself by enquiries of the Regulating Authority that there is no impediment in principle to the transfer of the Irrigation Right.

participation agreement Terms and Conditions for the **Sale of Irrigation Rights** *Cont'd...*

6 indemnity release and limitation of liability

- 6.1 You indemnify the Operator against all losses and damages and legal or other costs and expenses incurred by the Operator resulting from any act or omission of yours or the breach by You of any warranty agreement or obligation.
- 6.2 You release the Operator from all claims and actions which (in the absence of negligence or wilful act or default or breach of duty or breach of warranty under Clause 5.1 by the Operator) You may otherwise have had against the Operator arising from the use of or inability to use the Site or the Services or from the inability to transfer the Irrigation Right or from inaccurate information provided by a User or from disputes between Users or from any unauthorised interference with the Site or the Services or from any other reason in connection with the provision of the Services whether or not the same occurs in the course of performance of this Agreement or in circumstances which are foreseeable by the Operator.
- 6.3 If the claim or action arises as a result of the negligence or wilful act or breach of duty or breach of warranty under Clause 5.1 by the Operator, the Operator's liability will be limited (at the Operator's option and cost) to one of the following:
- The supply of the Services again; or
 - The payment of the costs of having the Services supplied again.

7 compliance with laws

- 7.1 You must comply with all applicable laws relating to the matters governed by this Agreement.

8 intellectual property

- 8.1 You grant the Operator a non-exclusive, worldwide, royalty-free, irrevocable right to use and publish in the Operator's name all material supplied by You or relating to a Trade to which You are a party.
- 8.2 You shall not do anything which would or would be likely to infringe the intellectual property rights of the Operator or any other person in the Site and the Services and material used in connection therewith including but without limiting the generality of the foregoing:
- (a) Copying material on the Site;
 - (b) Using such material outside the provisions of this Agreement;
 - (c) Collecting and using information published on the Site.

9 governing law

- 9.1 This Agreement shall be governed by and construed according to the laws of New South Wales regardless of where this Agreement is made. You and the Operator irrevocably submit to the exclusive jurisdiction of the Courts of the said State. Any proceedings in respect of any matter or thing relevant to this Agreement must be commenced in the said State within 12 months from the date on which the cause of action arose.

authority to act as broker

The authority to act gives Sunraysia Water Exchange the authority to act as a broker to buy or sell temporary water allocation on your behalf, subject to the terms and conditions within the participation agreement.

Each time you wish to carry out a trade you can provide this authority in written form below or verbally over the telephone. Once an order has been placed and a transaction has occurred this is a binding agreement on both the vendor and purchaser.

Order Details

To place your order in writing provide the details below:

Order type Buy
 Sell (note sellers should confirm with their water authority that the volume of water they wish to sell is available for trade)

Order Quantity _____ (whole megalitres)

Order Price _____ (whole dollars per megalitres)

Order Duration _____ (days order is to remain open for - default is 30 days)

Order Date _____ (date order is to be placed)

Fees and Charges

By providing this authority you are agreeing to the brokerage fees which apply in respect of a successful trade. Purchasers of temporary allocation are also responsible for processing fees charged by water authorities. Details of all fees and charges are available on our [website www.swex.com.au](http://www.swex.com.au)

Authority

Signed _____

Date _____

payment details - buyers

Once your offer to buy has been lodged on the trading platform and accepted by a seller the transaction has occurred and you will automatically receive a tax invoice (by fax or email) for the amount of the trade together with any applicable fees and charges.

In order to prevent delays in processing this trade it is imperative that this invoice is paid immediately upon receipt. These funds will then be held in trust until the trade has been approved by the relevant water authorities. If your payment has not been received within 10 working days from the date of the invoice the trade will be cancelled and you will be liable for any out of pocket expenses to the seller.

The invoice will provide details of the following options for payment:

- Electronic Funds Transfer
- Cheque
- BPay

Alternatively you can complete the form below (and return) which authorises The Water Exchange Pty Ltd to automatically direct debit your nominated account at the time the invoice is issued:

<p>Request and Authority to debit</p>	<p>Your Surname or company name _____</p> <p>Your given names or ABN/ARBN "you" _____</p> <p>request and authorise The Waterexchange Pty Ltd to arrange, through its own financial institution, a direct debit to your nominated account any amount The Waterexchange Pty Ltd has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement</p>
<p>Insert the name and address of financial institution at which account is held</p>	<p>Financial Institution Name _____</p> <p>Financial Institution Address _____</p>
<p>Insert details of account to be debited</p>	<p>Name/s on Account _____</p> <p>BSB Number (must be 6 digits) _____ Account Number _____</p>
<p>Acknowledgment</p>	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and The Waterexchange Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.</p>
<p>Insert your signature and address</p>	<p>Signature _____ <small>(If signing for a company, sign and print full name and capacity for signing eg. director)</small></p> <p>Capacity _____</p> <p>Address _____</p> <p>_____</p> <p>Date ____ / ____ / ____</p>

Cont'd...

payment details - buyers *cont'd...*

Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited. agreement means this Direct Debit Request Service Agreement between you and us. banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. debit day means the day that payment by you to us is due. debit payment means a particular transaction where a debit is made. direct debit request means the Direct Debit Request between us and you. us or we means The Waterexchange Pty Ltd (the Debit User) you have authorised by signing a Direct Debit Request. you means the customer who has signed or authorised by other means the Direct Debit Request. your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</p>
1. Debiting your account	<p>1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you. 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</p>
2. Amendments by us	<p>2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice</p>
3. Amendments by you	<p>3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: The Waterexchange Pty Ltd 40 Brisbane Ave. Barton ACT 2600 or by telephoning us on 02 6112 8123 during business hours; or arranging it through your own financial institution.</p>
4. Your obligations	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request. 4.2 If there are insufficient clear funds in your account to meet a debit payment : (a) you may be charged a fee and/or interest by your financial institution ; (b) you may also incur fees or charges imposed or incurred by us; and (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. 4.3 You should check your account statement to verify that the amounts debited from your account are correct. 4.4 If The Waterexchange Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay The Waterexchange Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
5. Disputes	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 6112 8123 or admin@waterexchange.com.au and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct. 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p>
6. Accounts	<p>You should check: (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. (b) your account details which you have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.</p>
7. Confidentiality	<p>7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. 7.2 We will only disclose information that we have about you : (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</p>
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to The Waterexchange Pty Ltd 40 Brisbane Ave. Barton ACT 2600. 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request. 8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>

payment details - sellers

Upon approval of the trade by the relevant water authorities you will be notified by us and the settlement funds will be directly credited to your nominated bank account. At this time you will receive a water sales credit notice by email or fax.

Please provide details of your nominated bank account for direct deposit of these settlement funds.

bank details

To enable direct deposit of sale proceeds, please nominate a bank account.

account name

BSB number

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account number