



GUNBAR PRIVATE  
WATER SUPPLY BOARD

# GUNBAR PRIVATE WATER SUPPLY BOARD

P.O 197, Hay, NSW, 2711

ABN: 88 102 701 394

Registered as **Gunbar Private Water Supply Board**  
trading as GPWSB

**THIS AGREEMENT** IS MADE THE \_\_\_\_\_th DAY OF \_\_\_\_\_ 20\_\_\_\_

**BETWEEN Gunbar Private Water Supply Board** a corporation formed pursuant to the Water Management Act 2000 of PO Box 197, Hay 2711 in the State of NSW (hereinafter called "GPWSB") of the one part and the party described in the Schedule (hereinafter called "the Entitlement holder") of the second part.

**WHEREAS** the Board has a licence to supply water within a geographical area determined by the boundary of the Private Irrigation District known as GPWSB PRIVATE SUPPLY BOARD ("the Board") and the Entitlement holder holds an entitlement to a supply of water.

**NOW** this agreement sets out the terms of agreement between the parties for the supply of Stock, Domestic and High Security Water. .

## 1.1 DEFINITIONS

In this Agreement unless the context describes otherwise the following words and phrases hereunder shall have the meaning beside them.

**ACT** means the Water Management Act 2000.

**GPWSB**

**PIPELINE** means the pipeline pumping stations filtration systems, tanks, waste water systems and associated works and improvements constructed by Murrumbidgee Irrigation Ltd as project proponent for the Wah Wah Stock and Domestic Project.

<b>LICENCES</b>	means the Works Approvals held by the Board under S.95 of the Act and Water Access Licences issued to the Board under S.63 of the Act.
<b>WATER ENTITLEMENT</b>	means the annual volumetric entitlement to stock, domestic and high security water supply noted in Schedule 1 of this Agreement.
<b>YEAR</b>	means the District's financial year.
<b>SINGULAR</b>	expressions include the plural and vice versa.
<b>GENDER</b>	includes the other gender.
<b>EXPRESSIONS</b>	connoting natural persons include bodies corporate.
<b>NON – POTABLE</b>	water delivered via the pipeline which is unfiltered and is not suitable for human consumption, drinking or use in cooking or food preparation.

1. GPWSB will supply the Entitlement holder to its boundary or such other point as may be agreed upon, the Water entitlement on the terms and conditions contained in this Agreement
2. **THE** Water Entitlement is a gross entitlement that includes an allowance for transmission losses through the water supply works of the Board and The GPWSB Pipeline to the point of supply and no additional water shall be available to compensate for losses of water during transmission howsoever occurring.
3. **THE** Water Entitlement shall be available for use by the Entitlement holder only in connection with the landholding described in the Schedule and for purposes approved by the Board from time to time.
4. **THE** Entitlement holder agrees to accept the Water Entitlement on the terms and conditions contained in this Agreement.
5. GPWSB shall have the right at any time to refuse delivery of water or discontinue any delivery of water or withhold water supply in the event that the Entitlement holder:
  - a) Defaults in the observance of all or any part of the terms conditions and covenants of this Agreement.
  - b) Does not pay the contributions pursuant to clause 11 which have been for a period of two months or more after the due date of payment unpaid.
  - c) Does not pay other monies payable to GPWSB by the due date for payment.
  - d) Fails, refuses or neglects to comply with the provision of the Act and to continue to refuse or discontinue delivery or withhold supply until such time as any default or non-compliance is rectified and any costs and expenses including any legal costs on a Solicitor client basis incurred by GPWSB as a result of the default or non-compliance have been paid or until arrangements acceptable to GPWSB have been entered into provided always that such arrangements shall be entirely at the discretion of GPWSB.
6. GPWSB may from time to time alter or vary the Entitlement holder's volumetric allocation or may reduce or restrict or refuse to deliver or discontinue any delivery or redetermine the quantity of water to be allocated

for domestic or stock use to each Entitlement holder without compensation to the Entitlement holder having regard to:

- a) Water availability
  - b) Water restrictions or drought:
  - c) Unavoidable causes
  - d) GPWSB being unable for any reason to supply the quantity or any part of the Water Entitlement
  - e) Avoidance of further water shortages,
  - f) The Entitlement holders private water works are in the opinion of GPWSB inadequate or not properly maintained or constructed,
  - g) The entitlement holder fails to comply with a requirement specified in a notice given to the Entitlement holder.
  - h) The water is being used for a purpose that is not authorised by GPWSB or in accordance with a Water Use Approval.
  - i) Additional lands have been added to GPWSB's District.
  - j) Land or Lands being excised from GPWSB's District.
  - k) If in the opinion of GPWSB it is impractical to supply water.
  - l) Ensure compliance with the Licences held by GPWSB.
  - m) Comply with the terms of any law legislation or regulations.
  - n) Where supply of water would in the opinion of GPWSB incur or be likely to incur a liability loss or damages by GPWSB having regard to the rights of the Entitlement holder provided always that any reduction of supply occasioned by non-availability of sufficient water shall be applied as far as it is possible to do so having regard to all the circumstances proportionally to all Entitlement holders.
7. a) **THE** water supplied to the Entitlement holder is supplied as **non-potable water** and is supplied without warranty as to the volume available at any time or as to quality or fitness for use or for any purpose. The Entitlement Holder acknowledges that the water supplied is not fit for human consumption.
- b) GPWSB shall not be responsible for any loss or damage whatsoever arising from the application or use of the water for any purpose.

- c) GPWSB not be held responsible for any loss of supply of water or any consequences of that loss of supply such as loss of livestock or crops for example.
  - d) The Entitlement holder shall be responsible for determining the fitness and use of the water supplied for any purpose. The use and application of the water shall at all times and in all circumstances be at the risk of the Entitlement holder.
  - e) The Entitlement holder hereby indemnifies and shall keep indemnified the Board from and against all claims demand and cause of actions, loss and damages, costs and expenses including legal costs and expenses on a Solicitor client basis incurred as a result of or incidental to the use and application of the water after delivery whatsoever and howsoever arising.
8. (a) **THE** Board shall not be liable for any damage sustained to any land or any part or parts thereof or any property or improvements thereon by reason of the supply and delivery of water to the said land pursuant to this Agreement or by reason of any maintenance operations alterations extensions or additions to its works and the Entitlement holder hereby indemnifies and shall keep indemnified GPWSB from and against all claims demands and cause of actions, loss and damages, cost and expenses including legal costs and expenses on a Solicitor client basis in relation to or incidental to any damage sustained to the said land or any part thereof or any property or improvements thereon by reason of seepage erosion flooding escape or other causes out of or in connection with the supply of water hereunder.
- (b) The Entitlement Holder hereby indemnifies and shall keep indemnified GPWSB from and against all claims, demands, cause of actions, loss, damages, costs and expenses including legal costs and expenses on a Solicitor client basis in relation to or incidental to:
- (i) Any breach of the terms and conditions and covenants of this Agreement by the Entitlement Holder or its servants, agents, contractors or invitees.

- (ii) Any act or omission by the Entitlement Holder or its servants, agents, contactors or invitees.
- (c) The Entitlement holders hereby indemnify and shall keep indemnified each member of GPWSB from time to time from and against all claims, demands, cause of actions, costs, expenses, loss and damages and liabilities which such members may incur or have imposed in the proper execution of their position as a member of GPWSB.
9. GPWSB shall supply water at times to be determined in the absolute discretion of GPWSB having regard to the ordering procedures from time to time, maintenance and distribution requirements and procedures of GPWSB.
10. GPWSB shall not be bound to accept orders for water otherwise than in accordance with the procedures from time to time determined by GPWSB PROVIDED ALWAYS that no alteration to procedures shall be introduced without fourteen (14) days prior notice to the Entitlement holder.
11. a) **THE** Entitlement holder shall pay to GPWSB rates, charges, fees, costs and levy's, special rates and special charges as determined by GPWSB from time to time pursuant to Section 167 and 168 of the Act (hereinafter called "contributions"):
- b) Fixed contribution shall be payable whether water is taken or not taken by the Entitlement holder or whether water is supplied or not supplied.
- c) Such further contributions (if any) as GPWSB shall from time to time determine are payable having regard to
- i) The cost of securing supply and or delivering water to the Entitlement holders and
- ii) Any actual or anticipated or estimated costs or liabilities incurred or likely to be incurred by GPWSB including but not limited to administration and accounting costs, and expenses, fees, tariffs or charges set by any authority in respect of water supply, maintenance and repairs and performance of the Board's obligations pursuant to this Agreement.

- iii) A requirement to raise money for the fulfilment of any contract, payment of any debt that is due or may become due and payable by the Board or for any other purpose for which GPWSB is authorised to exercise its functions.
- iv) Quantities of water allocated for stock and domestic purposes.
- v) The quantity of water to be supplied and or used by the Entitlement holder.

Contributions pursuant to this sub clause (c) are payable whether water is taken or not taken by the Entitlement holder or whether water is supplied or not supplied.

- c) GPWSB may in its absolute discretion impose on each of the Entitlement Holders a capital charge for the purposes of constructing, obtaining and installing any works.

The capital charge may be:

- (i) a fixed amount;
  - (ii) an agreed amount;
  - (iii) an amount fixed pro rata to the land area held by the Land Owner in the scheme
  - (iv) a combination of (i) to (iii).
- d) All contributions shall be payable in the manner specified by the WMA and the Board from time to time.
  - e) Interest shall be payable on any amount outstanding after the due date at a rate not exceeding the rate of interest payable for the time being on an unpaid judgement of the Supreme Court as set out in S. 356 of the WMA .
  - e) If the outstanding amount is still unpaid after 60 days GPWSB can take actions to recoup monies, such as temporarily trade the entitlement or a portion of it.
  - f) The certificate of an authorised officer of the Board attesting to the amount of any contribution or any other amount payable to the Board shall be conclusive evidence of the amount owing.

- 12. **IN** the event that GPWSB has available water in excess of that required by the Board to supply Entitlement holders their entitlements GPWSB may make

additional allocations available to Entitlement holders on a temporary basis in such proportions and on such terms and conditions and at such contributions as GPWSB in its absolute discretion determines from time to time.

- 13. THE** Entitlement holder must at its cost and expense properly maintain all works including outlets pipes pumps and watering systems in good working order and shall if reasonably required by GPWSB to do so, modify repair renew or replace such works or install new works so as to ensure the proper and most efficient management and use of water.
- 14. THE** Entitlement holder must properly maintain & be fully responsible for on-farm water storage to ensure that a total of three (3) days storage is maintained on the property.
- 15. a)** GPWSB shall at all times have the right to enter with its agents, servants, contractors and invitees and with their vehicles and any other machinery onto any property to which water is being supplied for the purpose of ensuring compliance with this Agreement and with the Licences held by GPWSB or to perform any obligation of GPWSB or for the purpose of enforcing any term or condition of this Agreement or to carry out any of the matters described in Section 161 of the Act or for the purpose of constructing, operating, maintaining or removing works associated with this Agreement.
- 16. IN** the event that GPWSB determines any works are required to be done by an Entitlement holder GPWSB shall give notice requiring such works to be done within the period stated in the notice and the Entitlement holder must comply with such Notice.
- 17. THE** Entitlement holder must comply with any reasonable direction of GPWSB for the purpose of reducing the impact of pesticides and nutrients on receiving waters or likely to cause harm to the environment.
- 18. THE** Entitlement holder shall not sub-divide his landholding without the prior consent of GPWSB which must not be unreasonably withheld. If consent is requested then the Sections 182, 183 and 184 of the Act shall apply and will be complied with by the parties.
  - b) IF** the Entitlement holder sells or transfers any part of the land holding affected by this Agreement, he must immediately notify GPWSB and take all steps necessary to transfer his rights and obligation under this



Agreement to the purchaser at or prior to the date of settlement or transfer.

- 19. a) THE** Entitlement holder shall not assign permanently or temporarily transfer mortgage charge or grant any lien over the Water Entitlement of the Entitlement holder or the benefits conferred by this Agreement without the prior consent of GPWSB which may be withheld in its absolute discretion.
- b)** If the Entitlement Holder wishes to temporarily sell or transfer its Water Entitlement or any part of it, it must:
- (i) Do so by completing any form issued by GPWSB for this purpose from time to time.
  - (ii) Comply with any conditions or policy issued by GPWSB from time to time relating to temporary sales and transfers.
  - (iii) Pay GPWSB any fee or charge that it may impose from time to time relating to temporary sales and transfers.
- 20.** If GPWSB provides its consent pursuant to Clause 18(a) or 19 it may impose conditions on its consent which must be complied with by the Entitlement Holder. GPWSB may in addition to any other conditions it imposes:
- a)** Require payment of an amortisation levy upon a transfer of Water Entitlement (where such transfer is permitted).
  - b)** Determine the amount of the levy having regard to the future running costs of the works from which the Water Entitlement is being transferred.
  - c)** Cancel this water supply agreement and issue new agreements in respect of any lots created by sub-division.
- 21. NOT WITH STANDING** the foregoing permanent transfers of the Water Entitlement will not be permitted unless:
- a)** The entitlement has first been offered for sale to suitably qualified persons within the District.
  - b)** The entitlement has next been offered for sale to GPWSB at market value (being a value determined with reference to recent sales of the same type of Water Entitlement minus the amortisation levy referred to in Clause 20 (a)).

- c) The Entitlement Holder pays all monies due and payable to the Board.
- 22. IN** the event that an Entitlement holder wishes to excise its land holding or any part of it from the District and does so in accordance with Section 146 of the Act the Entitlement holder must pay within 14 days of demand an amortisation levy in an amount determined by GPWSB having regard to the future running costs of the Board's water supply works and the GPWSB Pipeline and the loss of income occasioned by such excision.
- 23. IF** required to do so by GPWSB the Entitlement holder will execute any documents that may reasonably be required to give proper effect to the terms of this Agreement and without limiting the same any instrument (including but not limited to a caveat and or covenant) enabling a restriction to be recorded by the Registrar General on the title to the landholding to the effect that water supplied to the landholding may only be used in accordance with this Agreement.
- 24. a)** THE Entitlement holder shall pay to GPWSB any stamp duty costs and expenses (including reasonable legal costs and expenses) associated with the preparation negotiating and signing of this Agreement upon demand.
- b)** The Entitlement holder must pay all costs and expenses including legal costs and expenses on a solicitor client basis incurred by GPWSB as a result of or incidental to any breach by the Entitlement Holder of the terms and conditions of this Agreement or the provisions of the Act including any enforcement or attempted enforcement by GPWSB of its rights pursuant to this Agreement or the Act upon demand.
- 25. THE** Entitlement holder charges in favour of GPWSB the Entitlement holder's Water Entitlement and the Entitlement holder's interest in the landholding with:
- a)** The payment to GPWSB of all monies from time to time payable to the Board.
- b)** The payment of any amortisation levy imposed pursuant to Clauses 20 and 22 of this Agreement.
- c)** The payment of any costs expenses and interest incurred by GPWSB arising from any work undertaken by Anabranh Water to remedy or

minimise any breach by the Entitlement holder of its obligations pursuant to this Agreement or necessitated by an event occurring likely to jeopardise any Licence held by GPWSB.

**d)** Any other amount from time to time payable to GPWSB.

The Entitlement holder shall at its cost and expense obtain the consent of all persons having an interest in the land to enable the registration of the charge Caveat or Covenant.

**26. THE** Entitlement holder shall not:

**a)** Do anything or neglect to do anything in relation to the landholding or the Entitlement holder's Water Entitlement which may result in a breach by GPWSB of any of its Licences or which may result in the cancellation or suspension of the said Licences.

**b)** Effect any alteration to the water supply works of the Entitlement holder or cause any damage to the same or allow the same to fall into disrepair otherwise than with the written consent of GPWSB.

**27. THE** Entitlement holder shall at all times:

**a)** Comply with the terms of the Licences held by GPWSB.

**b)** Comply with all by laws, rules, notices, terms and conditions, plans and policies as may from time to time be implemented issued or notified in the area of the Board's operations or to the entitlement holder directly.

**28. THE** Entitlement holder acknowledges that the provisions of this Agreement restrict the rights of the Entitlement holder to deal with the landholding and Water Entitlement described in the schedule otherwise than in accordance with this Agreement and the Entitlement holder shall do all things necessary including signing any documents required to enable GPWSB to register a restriction as to user on the Title and or Titles to the said landholding.

**29. THE** Entitlement holder irrevocably authorises GPWSB to provide and receive information to any mortgagee or holder of any other interest in land owned or occupied by the Entitlement holder to which water is supplied pursuant to this Agreement and or any person holding a lien or other interest in the Water Entitlements of the Entitlement holder including the financial status of the Entitlement holder with the Board.

Without limiting the foregoing GPWSB is specifically authorised to notify any interested party including mortgagees when water supply has been withheld. The Entitlement holder further acknowledges and authorises GPWSB to supply any relevant information including financial information to any prospective purchaser or other interested party by means of a rate or information certificate supplied in the normal course of business.

30. Except as provided by the Act, the Entitlement holder must not, without first obtaining the consent of the Board:
  - (a) Construct any crossing or other obstruction in or across the GPWSB Pipeline or the Board's water supply works;
  - (b) Clean, widen, deepen or otherwise interfere with the GPWSB Pipeline or the flow of water from the GPWSB Pipeline or the Board's water supply works;
  - (c) Interfere with access to the GPWSB Pipeline or GPWSB's water supply works; or
  - (d) Intentionally cause any other water to enter in, or flow along the GPWSB Pipeline or GPWSB's water supply works.
31. The Entitlement holder at all times must comply with all laws, the Act and any directions given by any public statutory authority or GPWSB relating to the maintenance and repair of the landowners' private water works.
32. **THE** Entitlement holder hereby appoints the directors of GPWSB jointly and severally his attorneys for the purpose of effecting in the name of the Entitlement holder any act and executing any documents or instruments which in the opinion of GPWSB shall be necessary to give effect to the terms of this Agreement and shall sign any document required by GPWSB to give effect to this Clause.
33. **WHERE** the Entitlement holder consists of two or more persons their obligations under this Agreement shall be joint and several.
34. **TO** the extent permissible at law any and all implied warranties and representations of GPWSB are expressly negated.
35. **IF** any provision of this Agreement is found to be invalid or unenforceable then to the extent permitted by law that provision shall be read down to the intent that the rest of the Agreement shall remain in full force and effect. If the provision can not be not read down then to the extent possible at law that

provision will be severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

36. **ANY** time or indulgence granted by GPWSB to the Entitlement holder shall not be deemed a waiver of the right of GPWSB.
37. **ANY** notice under this Agreement shall be in writing and may be served on GPWSB at its registered address and upon the Entitlement holder at the address shown in the Schedule by personal service or prepaid postage.
38. **THIS** Agreement shall be governed by the Laws and Courts of the State of New South Wales and the Commonwealth of Australia.
39. **ANY** dispute arising in relation to the terms of this Agreement or the supply of water by GPWSB to the Entitlement holder shall be referred by the parties or either of them to an independent third party mediator in the first instance. The Mediator shall set the rules for the Mediation. The costs of the Mediator shall be paid equally.
40.
  - a) **THE** terms of this Agreement may be varied by GPWSB from time to time and any amendments shall be deemed to be incorporated as terms of this Agreement and shall be binding on the Entitlement holder but not until such time as the Entitlement holder receives written notice of the amendments. For the purposes of this section notice shall be deemed to be given if posted by pre-paid post to the address of the Entitlement holder appearing in the Schedule or any Register kept by GPWSB.
  - b) GPWSB may at its discretion make by laws in accordance with Section 196 of the Act and the Entitlement holder must comply with such By Laws but not until such time as it receives written notice of such By Laws or GPWSB publishes the By Laws in a newspaper which is in general circulation within the District whichever occurs first.
41.
  - a) The Entitlement Holder acknowledges that GPWSB will be utilising the GPWSB Pipeline. The obligations of GPWSB pursuant to this Agreement are subject to the continued use of the GPWSB Pipeline on terms which are to be to GPWSB's reasonable satisfaction.

- b)** The obligations of GPWSB cease if the District is abolished pursuant to Clause 151 of the Act or GPWSB is wound up or abolished pursuant to Clause 152.
  - c)** This Clause 41 does not affect the liability of any person for repayment of monies payable to GPWSB pursuant to this Agreement.
- 42.** The rights of GPWSB pursuant to this Agreement are in addition to and not in substitution for any rights that GPWSB may have pursuant to the Act.
- 43.** Any restrictions noted in the Schedule shall apply to this Agreement.

**SIGNED FOR AND ON BEHALF OF Gunbar Private Water Supply Board (GPWSB)**

**BY ITS AUTHORISED OFFICER**

\_\_\_\_\_ Print Name \_\_\_\_\_ Signature

\_\_\_\_\_ Date

**WITNESSED BY**

\_\_\_\_\_ Print Name \_\_\_\_\_ Signature

\_\_\_\_\_ Date

**SIGNED FOR AND ON BEHALF OF**

\_\_\_\_\_ Entitlement Holder

\_\_\_\_\_ Print Name \_\_\_\_\_ Signature

\_\_\_\_\_ Date

**CONTACT DETAILS:**

Phone Number: Land Line \_\_\_\_\_ Mob: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

I have \_\_\_\_\_ (qty) outlets My current allocation is \_\_\_\_\_ ML

My current capacity is \_\_\_\_\_ ML

**WITNESSED BY**

\_\_\_\_\_ Print Name \_\_\_\_\_ Signature

\_\_\_\_\_ Date