

Deed of Account Authority

This deed creates a binding legal relationship between the Company, the Customer and the Agent specified, for the Agent to carry out the nominated types of activities on behalf of the Customer (**Account Authority**). Note that this Account Authority is not a substitute for a formal lease/share-farming agreement (where relevant). The Company strongly recommends customers seek their own independent advice.

This deed will bind each party upon execution by that party.

Facsimile copies cannot be accepted as original Deed documents & signatures are required.

Part A: Owner (Customer) Details

Customer name(s):	
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Part B: Authorised Person (Agent) Details

Name(s) in full:					
Address:					
Email:					
Phone		Fax:		Mobile:	

Part C: Authorised Actions

Water Allocation Accounts or landholdings (insert account or landholding numbers across the top →) For each account, tick the relevant actions to be authorised.	Account / Landholding number:	Account / Landholding number:	Account / Landholding number:
A: Operational contact – water delivery, stormwater disposal, water quality, notification of weed spraying or construction works			
B: Ordering water – placing and changing orders			
C: Annual transfers			
D: Murray Irrigation Water Exchange sales and purchases			
E: Water accounting (allocation) information and enquiries			
F: Receive information about the account – landholding, entitlements, mapping			
G: Billing and accounts – payment, account balances			
H: Environment Rules – Rice Growing, Total Farm Water Balance			

Part D: Terms and conditions

In this Account Authority, unless the contrary intention appears, a word or phrase defined in the Entitlements Contract has the same meaning in this Account Authority.

Clause 1.2 of the Entitlements Contract applies to this Account Authority as if it were a Document for the purposes of the Entitlements Contract.

1 Acknowledgement, indemnity and limitation of liability

1.1 The Customer and the Agent acknowledge that:

- (1) the Customer and the Agent are responsible for any arrangements that they make between themselves with respect to the application for, operation of and termination of the Account Authority;
- (2) as between the Company and the Customer, all exclusions and limitations of liability and all indemnities set out in the Entitlements Contract for the benefit of the Company apply to the Account Authority as if it were a Document for the purposes of the Entitlements Contract; and
- (3) as between the Company and the Agent, all exclusions and limitations of liability and all indemnities set out in the Entitlements Contract for the benefit of the Company apply, with the necessary changes, to the Account Authority as if it were a Document for the purposes of the Entitlements Contract.

1.2 The Customer releases the Company and its Personnel from all Claims, whether in tort (including negligence), statute, contract, or otherwise, and all Losses which the Customer has or may have, arising directly or indirectly as a result of or in connection with the Company acting on the Agent's instructions within the scope of the Agent's authority under the Account Authority. The Customer agrees that each of the Company's Personnel are entitled to the benefit of the release, which may be enforced by the Company on behalf of any of them. The Company holds on trust for those people, jointly and severally, the benefit conferred by this clause 1.2.

1.3 The Customer indemnifies the Company against all Claims (including Claims by the Agent or other third parties), arising directly or indirectly as a result of or in connection with the Company acting on the Agent's instructions within the scope of the Agent's authority under the Account Authority.

1.4 The Agent releases the Company and its Personnel from all Claims whether in tort (including negligence), statute, contract, or otherwise, and all Losses which the Agent has or may have, arising directly or indirectly as a result of or in connection with the Company acting on the Agent's instructions within the scope of the Agent's authority under the Account Authority. The Customer agrees that each of the Company's Personnel are entitled to the benefit of the release, which may be enforced by the Company on behalf of any of them. The Company holds on trust for those people, jointly and severally, the benefit conferred by this clause 1.4.

1.5 The Agent indemnifies the Company against all Claims (including Claims by the Customer or other third parties), arising directly or indirectly as a result of or in connection with the Company acting on the Agent's instructions within the scope of the Agent's authority under the Account Authority.

1.6 Without limiting the Company's rights, the Company may disclose, and the Customer consents to the disclosure of, any information (including personal information of the Customer) to the Agent in connection with this Account Authority.

2 Dealings with the Company



- 2.1 The Company will issue a PIN to the Agent in respect of the Water Allocation Accounts nominated in this Account Authority.
- 2.2 The Agent may deal with the Company under this Account Authority by:
- (1) logging into the Company's web site with the PIN; or
 - (2) subject to the Company verifying to its satisfaction that the dealing is authorised by this Account Authority, by telephone, in person or in writing.

3 Powers of the Agent

- 3.1 The Agent has the power indicated in Part C of this Account Authority in respect of the relevant Water Allocation Account.

- 3.2 Items A to H in Part C of this Account Authority confer the following powers, respectively:

A: The power to act on behalf of the Customer in respect of water delivery, stormwater disposal, water quality, notification of weed spraying or construction works.

B: The power to act on behalf of the Customer in respect of water orders, including placing and changing water order.

C: The power to act on behalf of the Customer in respect of Annual Transfers.

D: The power to act on behalf of the Customer in respect of transactions on the Company's Water Exchange, including listing Tradeable Rights from the Water Allocation Account on the Company's Water Exchange, selling Tradeable Rights through the Company's Water Exchange, purchasing Tradeable Rights through the Company's Water Exchange and transferring them to the Water Allocation Account. **Tradeable Rights** has the meaning given to that term in the Water Exchange Terms and Conditions.

E: The power to act on behalf of the Customer in respect of obtaining information in respect of the Water Allocation in the Water Allocation Account.

F: The power to act on behalf of the Customer in respect of obtaining information in respect of the Water Allocation Account, Landholding, Water Entitlements and mapping.

G: The power to act on behalf of the Customer in respect of Charges, including making payments to the Company and reviewing the outstanding balance of Charges owed by the Customer to the Company.

H: The power to act on behalf of the Customer in respect of all matters contemplated by the Environment Rules (including rice growing and total farm water balance).

4 Revocation of Account Authority

- 4.1 The Account Authority continues in force until:

- (1) notice of the revocation of the Account Authority in the form prescribed by the Company has been:
 - (a) given by the Customer and received by both the Company and the Agent; or
 - (b) given by the Agent and received by both the Company and the Customer;
- (2) notice of the revocation of the Account Authority is given by the Company to the Customer;



(3) ownership of the Water Allocation Account changes, including where the Customer dies or because of the bankruptcy or mental incapacity of the Customer; or

(4) the Customer enters into a Consolidated Water Allocation Account.

4.2 The Company may accept a statement signed by the Agent to the effect that the Agent has not received notice of revocation as conclusive evidence that the Account Authority has not been revoked.

5 Events of Default

5.1 An act of the Agent is treated as an act of the Customer for the purposes of the Entitlements Contract, including the terms of the Entitlements Contract dealing with Events of Default.



Executed as a deed and delivered on the date shown below.

Executed by the Customer on ____/____/____ [dd/mm/yyyy]:

If the Customer is an individual or multiple individuals:

Signed, sealed and delivered by the
Customer in the presence of:

..... Signature of witness Signature of Customer
..... Name of witness (BLOCK LETTERS) Signature of additional Customer (if more than one person)
..... Address of witness Signature of additional Customer (if more than two persons)

If the Customer is a company:

Executed by the **Customer** 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)

Executed by the Agent on ____/____/____ [dd/mm/yyyy]:

Signed, sealed and delivered by the
Agent in the presence of:

..... Signature of witness Signature of Agent
..... Name of witness (BLOCK LETTERS)	
..... Address of witness	



Murray Irrigation

Form 15
V3 – October 2018

Executed by the Company on ____/____/____ [dd/mm/yyyy]:

Signed, sealed and delivered for and on behalf of **Murray Irrigation Limited** ABN 23 067 197 933 by its authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness
(BLOCK LETTERS)

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Address of witness

Attachment A: Form of notice of revocation by Customer

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Notice of revocation of Account Authority

To: Murray Irrigation Limited and the Agent

From: The Customer

Date: ____/____/____ [dd/mm/yyyy]

Customer name(s):		
Agent's name(s):		
Agent's contact details:	Address:	
		Fax:
Water Allocation Account number:		

The Customer gives notice that the Account Authority between the Customer and the Agent in respect of the Water Allocation Account is revoked and revocation takes effect once this notice has been received by both the Company and the Agent.

Note: This notice must be sent to both Murray Irrigation Limited and the Agent by post or in person. Facsimile copies cannot be accepted as original documents & signatures are required.



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Executed by the Customer:

If the Customer is an individual or multiple individuals:

Signed by the **Customer** in the presence
of:

.....
Signature of witness

.....
Signature of Customer

.....
Name of witness (BLOCK LETTERS)

.....
Signature of additional Customer (if more
than one person)

.....
Address of witness

.....
Signature of additional Customer (if more
than two persons)

If the Customer is a company:

Executed by the **Customer** 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)



Attachment B: Form of notice of revocation by Agent

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Notice of revocation of Account Authority

To: Murray Irrigation Limited and the Customer

From: The Agent

Date: ____/____/____ [dd/mm/yyyy]

Customer name(s):		
Agent's name(s):		
Agent's contact details:	Address:	
		Fax:
Water Allocation Account number:		

The Agent gives notice that the Account Authority between the Customer and the Customer in respect of the Water Allocation Account is revoked and revocation takes effect once this notice has been received by both the Company and the Customer.

Note: This notice must be sent to both Murray Irrigation Limited and the Customer by post or in person. Facsimile copies cannot be accepted as original documents & signatures are required.

Executed by the Agent:

Signed by the **Agent** in the presence of:

.....
Signature of witness

.....
Signature of Agent

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness