



Third Party Access Agreement

SA Water

ABN 69 336 525 019

And

TBA

(Proponent)

Version 5: 6 February 2023



**Government of
South Australia**

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Date

South Australian Water Corporation 69 336 525 019 of GPO Box 1751,
Adelaide SA 5000 (**SA Water**)

[TBA] of [TBA] (**Proponent**)

Background

- A. SA Water is a provider of water services and sewerage services under the Act. SA Water owns sewerage infrastructure and water infrastructure.
- B. By proclamation (dated 1 July 2016) the Third Party Access Regime set out in Part 9A of the Act was declared to apply to the Declared Services and Declared Infrastructure.
- C. The Proponent has sought access to Declared Infrastructure or a Declared Service provided by SA Water.
- D. This agreement sets out the terms and conditions on which SA Water will make the Access Service available to the Proponent.

The parties agree as follows:

1. Interpretation

1.1 Dictionary

In this agreement:

Access Charges means the charges described in **item 10 of the Access Schedule**.

Access Contract has the meaning given in the Act.

Access Schedule means the terms and conditions applying to the Access Service as set out in **Schedule 2** to this agreement.

Access Service means the access service described in **item 1 of the Access Schedule**.

Access Tariff means the tariff specified for the Access Service set out in **item 9 of the Access Schedule**.

Access Volume means the quantity of Water subject to the Access Service as identified in **item 1.8 of the Access Schedule**.

Accessed Infrastructure means the infrastructure to which SA Water will give access to the Proponent on the terms of this agreement.

Act means the *Water Industry Act 2012* (SA).

Associated Access Service means an access service subject to a third party access agreement between the parties other than the Access Service.

Audit Charge means the charge of that name specified in **item 10.7 of the Access Schedule**.

Authorisation means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency relevant to, or connected with, the Access Service (including any Authorisation identified in item 0 of the Access Schedule).

Business Day means a day other than:

- (a) a Saturday or Sunday;
- (b) a day which is a public holiday in South Australia (within the meaning of the *Holidays Act 1910* (SA)); or
- (c) a day that falls between Christmas Day and New Year's Day.

Change in Control means the transfer of the ownership of the Proponent or the transfer of 50% or more of the shares in the Proponent, except where the transfer is to a Related Body Corporate for the purpose of a solvent restructuring.

Change in Law means an enactment, amendment or repeal of a Law or the issuing, amendment or revocation of a proclamation, ministerial direction or regulatory determination under a Law which has specific application to the Access Service or this agreement and will directly impact the Access Service or this agreement.

Claims means a claim, action, proceeding, cost, liability or demand made by any person, however arising and whether present or future or actual or contingent.

Commencement Date means the date specified in **item 2 of Schedule 1**.

Condition Precedent means a condition specified in **item 1 of Schedule 1**.

Confidential Information means, in relation to a party, information about that party or its business or affairs that:

- (a) is by its nature confidential including information which:

- (i) could affect the competitive position of SA Water or the Proponent;
- (ii) is commercially valuable or sensitive;
- (b) is reasonably designated by that party as confidential; or
- (c) the other party knows or ought to know is confidential; and
- (d) includes the Access Schedule.

CPI means the Consumer Price Index, All Groups (Adelaide) published by the Australian Bureau of Statistics for the calendar year immediately prior to an anniversary of the Commencement Date.

Customer means a person supplied or to be supplied Water by the Proponent.

Declared Infrastructure means water infrastructure or sewerage infrastructure subject to a proclamation under section 5A(1) of the Act.

Declared Service means an infrastructure service subject to a proclamation made under section 5A(1) of the Act.

Expiry Date means the date specified in **item 3 of Schedule 1**, except where the Term is extended pursuant to **clause 2.3** in which case the Expiry Date will be date on which the extended term expires.

Extraction Point means the location at which the Proponent will extract Water from the Accessed Infrastructure as identified in **item 1.7 of the Access Schedule**.

Fol Act means the *Freedom of Information Act 1991* (SA).

Force Majeure Event means anything which:

- (a) prevents or delays, or may prevent or delay (in whole or in part), a party's performance of obligations under this agreement; and
- (b) is beyond that party's reasonable control and could not reasonably have been prevented from happening;

and may include:

- (c) flood, earthquake, storm, lightning and damage caused by a natural disaster or the elements;

- (d) insurrection, riot, war, revolutions, acts of terrorism and civil commotion;
- (e) fire, including a fire that may require an increase in the quantity or flow rate of water to be supplied by us to any other of our customers;
- (f) a Change in Law, or a change made pursuant to a Law;
- (g) industrial action, including labour disputes, strikes and lockouts; and
- (h) interruptions to, or failures of, essential services, including electricity and gas supply and telecommunications services.

Governmental Agency means any government or any semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

GST means the tax imposed by the GST Law.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Rate is the percentage of the value of a Taxable Supply calculated as GST under the GST Law.

Incident means an event, chain of events, or cluster of inter-related events detrimentally affecting or potentially affecting the Water, employees and customers of SA Water or the Proponent, the Access Service, SA Water Infrastructure, Infrastructure Works or Non-connected Works, and without in any way limiting this definition, includes water quality incidents, public health and safety incidents, environmental incidents, workplace health and safety incidents, and operational incidents.

Infrastructure Works means any works for the augmentation, interconnection, reconfiguration, adaption or alteration of the Accessed Infrastructure required for, or associated with, the Access Service, including works for, or associated with, the Injection Point and Extraction Point.

Injection Point means the location at which the Proponent will inject Water into the Accessed Infrastructure as identified in **item 1.6 of the Access Schedule**.

Injection Pressure means the water pressure detailed in **item 1.6 of the Access Schedule**.

Injection Timing means the timing requirements for injection of Water set out in **item 1.6 of the Access Schedule**.

Insolvency Event means in relation to a party:

- (a) an administrator is appointed to the party;
- (b) the party resolves to be wound up;
- (c) a court order is made that the party be wound up (for insolvency or otherwise);
- (d) the party ceases to trade;
- (e) a receiver or manager is appointed to the party;
- (f) a liquidator or provisional liquidator of the party is appointed;
- (g) the party enters into an arrangement with its creditors;
- (h) the party is unable to pay its debts when they are due; or
- (i) anything having a substantially similar effect to any of the events listed above happens to or in respect of the party.

Intellectual Property Rights means all intellectual property rights, including patents, copyright, registered designs, registered and unregistered trademarks, circuit layout rights, know-how and trade secrets.

Law means any statute, regulation, order, rule, subordinate legislation or document enforceable under any statute, regulation, order, rule or subordinate legislation, including licences issued under the Act, codes, proclamations, regulatory determinations and ministerial directions.

Metering Charge means the charge for services under **clause 7.5.2** as provided for in **item 10.8 of the Access Schedule**.

Metering Data means data regarding the volume of Water delivered to a Customer determined by a meter.

Minister means the Minister of the South Australian Government responsible for the Act.

Non-connecting Infrastructure means infrastructure of the Proponent or

which can be utilised by the Proponent which is related to the Access Service or the Water, but is not directly connected to the Accessed Infrastructure.

Out of Specification Water means water which does not meet the requirements of **item 1.5 of the Access Schedule**.

Privacy Laws means:

- (a) in relation to the Proponent, the *Privacy Act 1988* (Cth); and
- (b) in relation to SA Water, the Department of Premier and Cabinet PC012
- *Information Privacy Principles (IPPS) Instruction* and the *Privacy Act 1988* (Cth).

Proponent Infrastructure means infrastructure owned, occupied or operated by the Proponent (including Non-connecting Infrastructure) for the purpose of, or in connection with, the Access Service.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

SA Water Infrastructure means Water Infrastructure and Sewerage Infrastructure owned, occupied or operated by SA Water, including meters.

SA Water Meter means a meter owned by SA Water.

SA Water Services means a 'water service' or 'sewerage service' as those terms are defined under the Act provided by SA Water.

SA Water Standards means standards published by SA Water, including the *Network Infrastructure Standards*, the *Engineering Standards*, the *Restricted Wastewater Acceptance Standards*, the *Water Quality Guideline for Design and Construction*, and the *Water Quality Guideline for Operation and Maintenance*.

SA Water Supply means a water service and/or a sewerage service provided by SA Water.

Sewerage Infrastructure has the meaning given in the Act.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Technical Change means a change in technology, knowledge, products or processes which is relevant to the Access Service, Water or Accessed Infrastructure, and includes a change in SA Water Standards.

Technical Regulator means the person holding that office by appointment under section 8 of the Act.

Term means the term of this agreement in accordance with **clause 2**.

Water means water owned or possessed by the Proponent of the character described in **item 1.4 of the Access Schedule**.

Water Infrastructure has the meaning given in the Act.

Water Service has the meaning given in the Act.

Water Specification means the specification set out in **item 1.5 of the Access Schedule**.

1.2 Interpretation

1.2.1 In this agreement, unless the contrary intention is evident:

- (a) the introduction and schedules form part of this agreement;
- (b) neuter includes masculine and feminine;
- (c) singular includes plural and *vice versa*;
- (d) a reference to a person includes a body politic or corporate, an individual and a partnership and *vice versa*;
- (e) a reference to legislation or other document includes a reference to that legislation or other document as amended or replaced;
- (f) headings do not affect construction;
- (g) no rule of construction applies to the disadvantage of a party because that party put forward this agreement or any portion of it;
- (h) another grammatical form of a defined word has a corresponding meaning;
- (i) reference to a party:

- (i) if more than one, means each of them jointly and severally; and
- (ii) includes a successor to the rights or obligations of that party under this agreement.

1.2.2 In the event of an inconsistency, the following order of priority will apply to the extent of the inconsistency:

- (a) the Access Schedule; and
- (b) this agreement other than the Access Schedule

2. Term

2.1 Conditions Precedent

2.1.1 The parties agree that the commencement of this agreement (other than **clauses 1, 2.1, 14, 20 and 22**) will be subject to the satisfaction of the Conditions Precedent (if any) by the responsible party by the date specified in **item 1 of Schedule 1**.

2.1.2 Should it become apparent that a Condition Precedent will not be satisfied by the specified date then, prior to that date elapsing, the parties may agree in writing to a different date by which the Condition Precedent must be satisfied.

2.1.3 Subject to **clause 2.1.2**, if a date for the satisfaction of a Condition Precedent elapses without the Condition Precedent being satisfied then this agreement will terminate.

2.2 Term

Subject to **clause 2.3**, this agreement will commence on the Commencement Date and expire on the Expiry Date, unless terminated earlier in accordance with its terms.

2.3 Extensions

The parties agree that the Term provided for in **clause 2.2** may be extended for a further period or periods as specified in **item 4 of Schedule 1** by agreement of the parties no less than six (6) months prior to the Expiry Date.

3. Access

3.1 Provision of access by SA Water

- 3.1.1 SA Water agrees to provide the Access Service on:
- (a) the terms and conditions set out in this agreement; and
 - (b) in compliance with all Laws.
- 3.1.2 SA Water has no obligation to exercise any statutory power for the benefit of the Proponent or any Customer.
- 3.1.3 The Proponent acknowledges that nothing in this agreement will in any way restrict, fetter or affect the ability of SA Water or the Minister to exercise any of its rights, functions or powers under the Act or other legislation.

3.2 Access by the Proponent

- 3.2.1 The Proponent acknowledges that its access to the Access Service is on a non-exclusive basis.
- 3.2.2 The Proponent acknowledges and agrees that the Access Service is provided subject to the Proponent complying with:
- (a) all Authorisations;
 - (b) all Laws; and
 - (c) all obligations of the Proponent under this agreement.
- 3.2.3 If the Proponent receives any notice, correspondence or communication from a Governmental Agency in respect of the Access Services, an investigation into the Access Services or the review, limitation, restriction, revocation or proposed revocation of any Authorisation, the Proponent must forward a copy of the notice, correspondence or communication to SA Water within 5 Business Days.

3.3 Access to land and Proponent Infrastructure

- 3.3.1 The Proponent grants to SA Water a licence to access land owned or occupied by the Proponent and the Proponent Infrastructure for the purposes of this agreement.
- 3.3.2 The Proponent will procure that third parties who own the Proponent Infrastructure or land on which the Proponent Infrastructure is located provide a licence to SA Water for the purposes of this agreement.

- 3.3.3 Nothing in this **clause 3.3** limits any statutory rights of access granted to SA Water or constrains SA Water utilising those statutory rights.

3.4 Surrender of rights to SA Water Supply

- 3.4.1 The Proponent acknowledges that from the Commencement Date it is solely responsible for procuring and securing its own water supply.
- 3.4.2 The Proponent surrenders all rights to SA Water Supply for the Term.
- 3.4.3 The Proponent acknowledges that SA Water has no obligation to act as supplier of last resort, to ensure the continuing availability of SA Water Supply for the Proponent, or to reserve present or future capacity in SA Water Infrastructure for the use of the Proponent, except as expressly provided for in this agreement.

3.5 Water transported

- 3.5.1 The Proponent acknowledges that the tariff included in the Access Schedule to this agreement relates only to the Access Service. SA Water Supply in addition to, or instead of, the Proponent's own water transported by SA Water under the Access Service will be charged to the Proponent acknowledges that the tariff included in the Access Schedule to this agreement relates only to the Access Service. SA Water Supply in addition to, or instead of, the Proponent's own water transported by SA Water under the Access Service will be charged to the Proponent at published rates or under a separately negotiated agreement.
- 3.5.2 The Proponent acknowledges and agrees that this agreement relates to the transportation of water that the Proponent is entitled to use under its Water Licence. The Proponent agrees to grant SA Water access to its water allocation account prior to the transportation of Water by SA Water on behalf of the Proponent.
- 3.5.3 Any volume of water transported by SA Water within the Agreed Volume but in excess of the Proponent's allocation under the proponent's Water Licence shall be deemed to fall within SA Water's Water Licence and thus the Proponent will be

deemed to be an SA Water Customer and the terms of the Standard Customer Contract will apply, including any charges, to the excess water supply.

4. Infrastructure

4.1 Infrastructure Works

- 4.1.1 Where the Access Schedule identifies that Infrastructure Works are required in order for the Access Service to be utilised, the parties agree that the Infrastructure Works will be undertaken in accordance with the Access Schedule and the requirements of this **clause 3.5.1**.
- 4.1.2 The Proponent agrees that Infrastructure Works will be designed, constructed and connected in accordance with all requirements of:
- (a) the *Safe Drinking Water Act 2011* (SA) and other relevant legislation;
 - (b) any relevant policies, guidelines and directions issued by the Technical Regulator;
 - (c) Australian Standards;
 - (d) Water Services Association of Australia Standards (WSA Standards);
 - (e) the SA Water Standards; and
- 4.1.3 The parties agree that in the event of an inconsistency between documents referred to in **clause 4.1.2**, the documents in **clauses 4.1.2(a) and 4.1.2(b)** will prevail.
- 4.1.4 The Infrastructure Works will be undertaken at the cost of the Proponent.
- 4.1.5 SA Water will be responsible for the construction, installation, operation, maintenance and repair of the Infrastructure Works. All infrastructure, equipment or facilities constructed or installed during Infrastructure Works are SA Water Infrastructure.

4.2 Proponent Infrastructure

- 4.2.1 The Proponent is solely responsible for:
- (a) Obtaining the relevant site approvals; and
 - (b) the construction, installation, operation, maintenance, repair, disconnection and removal of the Proponent Infrastructure; and
 - (c) site works for the purposes of, or in connection with, the Proponent Infrastructure, including site remediation.
- 4.2.2 The Proponent will not connect the Proponent Infrastructure to the Accessed Infrastructure without the prior written approval of SA Water.
- 4.2.3 The Proponent will notify SA Water of any planned upgrades, repairs or maintenance to the Proponent Infrastructure no less than 10 Business Days prior to commencing the upgrades, repairs or maintenance, including details of:
- (a) planned start date and finish date;
 - (b) expected impact on the SA Water Services; and
 - (c) foreseeable risks to SA Water Infrastructure, SA Water Services, water and sewage supplies.
- 4.2.4 The Proponent will notify SA Water as soon as practicable but in any event within 5 Business Days of any unplanned repair or maintenance undertaken in respect of the Proponent Infrastructure.
- 4.2.5 The Proponent will notify SA Water within 5 Business Days of completing the repairs or maintenance notified under **clause 4.2.3** or **clause 4.2.4**.

4.3 Non-connecting Infrastructure

- 4.3.1 The Proponent agrees to comply with the requirements applying to the construction of Non-connecting Infrastructure as set out in **item 3 of the Access Schedule**.
- 4.3.2 Where Non-connecting Infrastructure is owned by a third party, the Proponent will procure that the Non-connecting Infrastructure meets the requirements set out in **item 3 of the Access Schedule**.

4.4 SA Water Infrastructure

- 4.4.1 SA Water agrees that it is responsible for the SA Water Infrastructure.
- 4.4.2 Water lost due to failure of SA Water Infrastructure (other than through a Force Majeure Event) will be the responsibility of SA Water and will have no impact on the Access Volume which the Proponent is entitled to extract at the Extraction Point.

4.5 Notification of infrastructure upgrades, repairs, or maintenance

- 4.5.1 SA Water will notify the Proponent of any planned upgrades, repairs or maintenance to the SA Water Infrastructure that will affect the Access Service no less than 10 Business Days prior to the commencement of the upgrade, repairs or maintenance, including details of:
 - (a) planned start date and finish date; and
 - (b) expected impact on the Accessed Service.
- 4.5.2 SA Water will notify the Proponent as soon as practicable of any unplanned repair or maintenance undertaken in respect of the SA Water Infrastructure.

4.6 Expiry or termination

Upon the expiry or earlier termination of this agreement:

- 4.6.1 SA Water will at the Proponent's cost:
 - (a) disconnect the Proponent Infrastructure from the SA Water Infrastructure
 - (b) seal the Injection Point and Extraction Point; and
 - (c) restore the SA Water Infrastructure to the condition which existed as at the Commencement Date.
- 4.6.2 Unless otherwise approved by SA Water, the Proponent must at their own cost:
 - (a) remove Proponent Infrastructure; and
 - (b) restore the land on which the SA Water Infrastructure is located to the condition which existed as at the Commencement Date to the satisfaction of SA Water.

4.7 Safety, environment and heritage

The Proponent must:

- 4.7.1 independently identify, assess and control all risks to safety, the environment, heritage, and property associated with the construction, installation, operation, maintenance, disconnection or removal of the Proponent Infrastructure;
- 4.7.2 provide to SA Water appropriate information on the design and operation of the Proponent Infrastructure to allow SA Water to assess the risks associated with working on or near those works;
- 4.7.3 at all times ensure the workplace and public health and safety of all persons who could be affected by the construction, operation, maintenance, disconnection or removal of the Proponent Infrastructure, including by complying with the requirements specified in **item 2.7 of the Access Schedule**;
- 4.7.4 ensure that all persons engaged in work on or near the Proponent Infrastructure are appropriately qualified, skilled, trained and supervised;
- 4.7.5 ensure that any activities the Proponent undertakes on or near SA Water Infrastructure or any land owned or occupied by SA Water are undertaken in a manner which protects the environment, Indigenous heritage, and other heritage to the maximum extent possible, including by complying with the requirements specified in **item 2.8 of the Access Schedule**;
- 4.7.6 when undertaking work on or near the SA Water Infrastructure, ensure that all work is undertaken in compliance with all requirements imposed by SA Water, including by complying with the requirements specified in **item 2.9 of the Access Schedule**;
- 4.7.7 comply with the stakeholder engagement requirements specified in **item 2.10 of the Access Schedule**.

4.8 Security

The Proponent must comply with the security requirements set out in **item 2.11 of the Access Schedule**.

4.9 Access to and use of facilities

The Proponent must comply with the facilities management arrangements set out in **item 8 of the Access Schedule**.

5. Utilising the access service

5.1 Forecasts

5.1.1 The Proponent must provide the forecasts described **in items 1.6 and 1.7 of the Access Schedule** to SA Water in accordance with the requirements specified in those items.

5.1.2 The Proponent must provide revisions of the forecasts to SA Water in the circumstances described in, and in accordance with requirements of, **items 1.6 and 1.7 of the Access Schedule**.

5.2 Injection

5.2.1 The Proponent agrees that it will:

- (a) only inject Water at the Injection Point which meets the SA Water Standards;
- (b) inject no less than the Minimum Daily Quantity and no more than the Maximum Daily Quantity within a 24 hour period;
- (c) comply with the Injection Timing; and
- (d) comply with any other requirement for injection set out in **item 1.6 of the Access Schedule**.

5.2.2 The Proponent agrees and acknowledges that once injected into the Accessed Infrastructure the Water is within the control of SA Water until the water is extracted by the Proponent at the Extraction Point.

5.2.3 The Proponent agrees that **clause 5.2.2** does not diminish or remove the Proponent's obligations in respect of the Water meeting the Water Specifications.

5.3 Extraction

5.3.1 The Proponent agrees that it will only:

- (a) extract Water at the Extraction Point; and
- (b) extract no less than the Minimum Daily Quantity and extract no more than the Maximum Daily Quantity within a 24 hour period.

5.3.2 The Proponent acknowledges and agrees that SA Water has no liability or responsibility for the Water once it has been extracted by the Proponent.

5.4 Under-extraction/over-extraction

5.4.1 SA Water will use all reasonable endeavours to transport the Water without loss between the Injection Point and the Extraction Point.

5.4.2 The volume injected will be calculated according to the SA Water Meter installed at the Injection Point and the volume extracted will be calculated according to the SA Water Meter installed at the Extraction Point.

5.4.3 SA Water will enable the Proponent to extract the volume injected, but responsibility for extracting that volume lies with the Proponent and SA Water accepts no liability for under-extraction or over- extraction.

5.4.4 SA Water may permit the Proponent to extract less than the volume injected, but the Proponent may be charged for the volume under- extracted at the rate specified in item 10.5 of the Access Schedule.

5.4.5 If the Proponent extracts more than the volume injected, the Proponent will be deemed fall within SA Water's Water Licence and thus the Proponent will be deemed to fall within SA Water's Water Licence and thus the Proponent will be deemed to be an SA Water Customer and the terms of the Standard Customer Contract will apply, including any charges, to the excess water supply.

5.5 Water Losses

5.5.1 The Proponent acknowledges and agrees that SA Water has no liability or responsibility for the loss of Water:

- (a) either prior to injection or subsequent to extraction;

- (b) due to evaporation; or
- (c) due to a Force Majeure Event.

5.5.2 SA Water agrees that where the loss of Water is due to a failure of SA Water equipment or an SA Water operational error, SA Water will where technically feasible replace the lost volume of Water with Water of a reasonably equivalent standard.

5.6 Water processing

SA Water will undertake the processing of the Water described in item **1.9 of the Access Schedule**.

5.7 Water restrictions

The Proponent acknowledges and agrees that SA Water has no liability or responsibility for a reduction in the volume of Water resulting from a government-imposed water control or restriction.

5.8 Meters

5.8.1 SA Water will install and maintain a flow meter at the Injection Point and a flow meter at the Extraction Point at the Proponent's cost. These meters shall be installed in compliance with the Department for Agriculture, Water and the Environment's allowable meters and will be validated by a certified person, who holds a current certification issued by Irrigation Australia as a qualified meter installer and validator following installation. These meters shall be owned by SA Water.

5.8.2 **Clause 3.5.1** applies to meters installed or to be installed under this clause.

5.8.3 The Proponent will ensure that SA Water's meter readers are able to access and read meters installed under this clause at any time.

5.9 Back flow

The Proponent is responsible for preventing the backflow of Water into the Accessed Infrastructure by either:

5.9.1 ensuring that there is a positive air gap between Proponent Infrastructure and SA Water Infrastructure; or

- 5.9.2 installing a backflow prevention device that meets SA Water Standards.

5.10 Capacity constraints

- 5.10.1 The Proponent acknowledges the capacity constraints detailed in **item 7 of the Access Schedule**.
- 5.10.2 The parties agree to manage the capacity constraints in the manner provided for in the Access Schedule.

5.11 Electricity prices higher than anticipated

- 5.11.1 If on any calendar day the price at which SA Water can purchase electricity exceeds the price anticipated by SA Water (**item 7.3 of the Access Schedule**), SA Water shall be entitled to charge the Proponent an Unanticipated Electricity Costs Charge.
- 5.11.2 The Unanticipated Electricity Costs Charge shall be calculated as:
 - (1) The difference between the average price paid by SA Water for electricity to operate the relevant Accessed Infrastructure on that day, and the anticipated price for the relevant Accessed Infrastructure

multiplied by
 - (2) The number of kilowatt-hours used by SA Water to operate the relevant Accessed Infrastructure on that day

multiplied by
 - (3) The volume of water transported for the proponent by SA Water as a percentage of the total volume of water transported by SA Water for all users (including SA Water) in that system on that day.

6. Water quality

6.1 Water Specification

The Proponent agrees to continually meet the Water Specification in respect of any Water which the Proponent injects or intends injecting into the Accessed Infrastructure.

6.2 Proponent monitoring and reporting

- 6.2.1 The Proponent is responsible for monitoring and reporting on the Water in accordance with the requirements of **item 5 of the Access Schedule** to ensure that its obligation under **clause 6.1** is satisfied.
- 6.2.2 The Proponent must engage a laboratory certified by the National Association of Testing Authorities Australia for all sampling and testing of Water for the purposes of this **clause 6.2**.
- 6.2.3 The Proponent must provide SA Water with data and analysis obtained through monitoring, sampling and testing the Water within the timeframes specified in **item 5 of the Access Schedule**, or at any time on request.
- 6.2.4 The Proponent is responsible for its own costs of monitoring and reporting in accordance with this **clause 6.2**.
- 6.2.5 SA Water is entitled to audit any data and analysis provided by the Proponent under **clause 6.2.3**. The Proponent agrees to pay the Audit Charge in respect of an audit under this clause.

6.3 SA Water monitoring

- 6.3.1 SA Water may monitor, sample and test Water contained in the Proponent Infrastructure, including Water in Non-connecting Infrastructure which the Proponent intends injecting at the Injection Point.
- 6.3.2 The Proponent will reimburse SA Water's reasonable costs of undertaking monitoring under this **clause 6.3**.

6.4 Out of Specification Water

- 6.4.1 The Proponent will notify SA Water in the event that the Water fails to meet the Water Specification. A notification under this clause must be compliant with the incident notification protocol agreed between SA Water and the Department for Health and Ageing, and must also comply with the requirements of **items 5.4 and 5.5 of the Access Schedule**.

6.5 Incidents

- 6.5.1 Should either party become aware of an Incident, it will immediately notify the other party and relevant regulators.

6.5.2 The parties agree that in the event of an Incident:

- (a) SA Water will be the Incident Manager for the Accessed Infrastructure (including between the Injection Point and the Extraction Point); and
- (b) the Proponent will be the Incident Manager upstream of the Injection Point and downstream from the Extraction Point.

6.5.3 The parties agree to work cooperatively to:

- (a) manage an Incident and mitigate, remove or resolve its effects; and
- (b) identify the causes of an Incident and determine strategies for preventing a recurrence of the Incident.

6.5.4 The Proponent acknowledges and agrees that it has the sole responsibility for communicating the existence and consequences of an Incident to its Customers.

6.6 Liability

Liability for an Incident as between the parties will be determined on the basis of the causes identified for the purposes of **clause 6.5.3** and **clause 18**; and costs of rectifying the Water, rectifying the infrastructure involved, replacing any water lost during or as a result of the Incident, and rectifying other consequences of the Incident will be apportioned accordingly.

7. Customers

7.1 Customer information

7.1.1 The Proponent will provide SA Water with information reasonably requested by SA Water regarding each Customer, including:

- (a) the land use code applicable to the Customer;
- (b) the type of connection relevant to the Customer; and
- (c) the volume of Water to be supplied by the Proponent to the Customer.

7.1.2 The Proponent will ensure that the provision of information to SA Water complies with the Privacy Laws, including by informing

each Customer that information provided by the Customer will be disclosed to SA Water.

7.2 Connections

- 7.2.1 SA Water will undertake all direct connections of Customers to SA Water Infrastructure.
- 7.2.2 The Proponent will undertake all direct connections of Customers to Proponent Infrastructure.
- 7.2.3 The parties agree to discuss responsibility for other connections in good faith.

7.3 Concessions and benefits

- 7.3.1 The parties agree that Customers entitled to a concession or other benefit should not lose that benefit as a result of the Access Service.
- 7.3.2 The parties agree to give effect to concessions held by Customers.
- 7.3.3 The parties will cooperate to facilitate the payment of a benefit in respect of the Access Service to the Customer.

7.4 Transfer of Customers

- 7.4.1 Where a person notifies either party that it will become a Customer, the party receiving notification must notify the other party within 10 Business Days of receiving the notification.
- 7.4.2 SA Water has no supply obligation with respect to a person from the date on which the person becomes a Customer and **clause 18.2.2** will apply with respect to the Customer.

7.5 Meters

- 7.5.1 Subject to **clauses 7.5.2 and 7.5.3**, the Proponent is responsible for:
 - (a) the provision of meters to the Customers and their reading; and
 - (b) the provision of the Metering Data to SA Water as soon as practicable.
- 7.5.2 The parties acknowledge that where a Customer is connected

to SA Water Infrastructure the Customer may have an SA Water Meter. SA Water will be responsible for the repair and maintenance and reading of SA Water Meters.

- 7.5.3 The Parties may agree that SA Water will supply meters to Customers or provide meter reading services to the Proponent (or both) at the Proponents cost unless otherwise agreed by the parties.
- 7.5.4 The Proponent agrees to pay Metering Charges in respect of any service provided by SA Water under **clauses 7.5.2 and 7.5.3.**

8. Suspension of the access service

8.1 Grounds for suspension

- 8.1.1 The Proponent agrees that SA Water may suspend the Access Service if:
 - (a) the Proponent fails to provide evidence of necessary Authorisations;
 - (b) the Proponent fails to comply with **clause 5.1**;
 - (c) the Proponent injects or proposes to inject Out of Specification Water into the Accessed Infrastructure;\
 - (d) in the event of an emergency, including an imminent risk to SA Water Infrastructure, public health or the environment;
 - (e) for the purposes of a planned upgrade, repairs or maintenance to the SA Water Infrastructure;
 - (f) for the purposes of unplanned repairs or maintenance; and
 - (g) required due to a Force Majeure Event.
- 8.1.2 For the removal of any doubt and without limiting **clause 8.1.1**, where a person having the appropriate statutory authority (under such legislation as the *Landscape South Australia Act 2019* or the *Environment Protection Act 1993*) is of the opinion that continuing to transport Water under this agreement may result in damage to the environment, SA Water may interrupt transportation or reduce the Access Volume, or take such

other action as necessary, upon the direction of that person.

8.2 Notification

8.2.1 If SA Water proposes to suspend the Access Service, SA Water must provide notice of that intention to the Proponent no later than 10 Business Days prior to the suspension taking effect.

8.2.2 The parties agree that where suspension of the Access Service is required to prevent an imminent risk to health or the environment or the security and safe operation of SA Water Infrastructure or to address an emergency SA Water may suspend the Access Service immediately and **clause 8.2.1** does not apply.

8.3 Minimise suspension

SA Water agrees that it will minimise the duration of a suspension to an Access Service, but will have no obligation to resume an Access Service until the circumstances giving rise to the suspension have been addressed to the satisfaction of SA Water.

9. Change in law or technical change

9.1 Notification

Either party may notify the other party of a Change in Law or Technical Change and propose variations to the Access Service or amendments to this agreement as a consequence of the change.

9.2 Good faith negotiations

The parties agree to meet to discuss the impact of the change in good faith within 20 Business Days of the notice being received under **clause 9.1** with the aim of determining whether to implement variations to the Access Service or amendments to the agreement.

10. Transfer

10.1 Access Service

The Access Service is provided by SA Water to the Proponent. The Proponent agrees that it has no authority or entitlement with respect to authorising or allowing another person to utilise the Access Service or to inject water or other substances into or remove water from SA Water infrastructure.

10.2 Change in Control

The Proponent must notify SA Water immediately of a proposed Change in Control.

10.3 Assignment

- 10.3.1 The Proponent cannot assign or novate this agreement without the prior written consent of SA Water.
- 10.3.2 SA Water may assign this agreement to a Minister, agency or instrumentality of the Crown in right of South Australia.

11. Payment

11.1 Access Tariff and Access Charges

- 11.1.1 The Proponent agrees to pay the Access Tariff and any Access Charges to SA Water in accordance with this **clause 11**.
- 11.1.2 The Access Tariffs and Access Charges will be increased by an amount equal to CPI on each anniversary of the Commencement Date.

11.2 Tax Invoice

SA Water will issue a Tax Invoice to the Proponent quarterly.

11.3 Payment

The Proponent agrees to pay SA Water for the Access Tariff and Access Charges detailed on a tax Invoice received under **clause 11.2** by the due date for payment set out in the tax Invoice.

11.4 Non-payment of a Tax Invoice

- 11.4.1 Where the Proponent has failed to pay a Tax Invoice in accordance with this agreement, SA Water may suspend the Access Service and if the Proponent has failed to pay a Tax Invoice for a period of six months from the due date for payment, SA Water may terminate this agreement.
- 11.4.2 Pursuant to the provisions of section 18C of the *South Australian Water Corporation Act 1994* any amount due to SA Water will, until payment, be and remain a first charge on the land in relation to which the relevant services have been provided.

11.5 Interest

11.5.1 If any monies due to SA Water remain unpaid after the date upon which they should have been paid, then interest shall be payable from the day after the date the monies should have been paid and including the date upon which the monies are paid.

11.5.2 The rate of interest shall be the rate set out in **Item 8 of Schedule 1**.

12. GST

12.1 Gross up

12.1.1 If any supply made by the supplier under this agreement is a Taxable Supply the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this agreement ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

12.1.2 When claiming payment of GST consideration under this clause, the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

12.2 Tax Invoice

If any supply under this agreement is a Taxable Supply:

12.2.1 any Invoice for payment under this agreement must be a Tax Invoice; and

12.2.2 the recipient is not obliged to make any payment under this agreement unless the supplier has provided a Tax Invoice in respect of that payment.

13. Records

13.1 Records

Records which the Proponent is required to compile and maintain for the purpose of this agreement (including under **item 6 of the Access Schedule**) shall be in the form and contain the information required by SA Water from time to time.

13.2 Inspection or audit

SA Water may inspect or audit the records of the Proponent maintained for the purposes of **clause 13.1**, providing 10 Business Days notice to the Proponent.

14. Confidentiality

14.1 Use of Confidential Information

SA Water and the Proponent agree that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose except as contemplated by this agreement.

14.2 Obligation to maintain confidentiality

14.2.1 Each party will:

- (a) keep confidential;
- (b) take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
- (c) maintain proper and secure custody of; and
- (d) not reproduce in any form,

any Confidential Information belonging to the other party.

14.2.2 The obligations in this **clause 14** do not apply to Confidential Information in the public domain or which is known to the Receiving Party other than as a result of a breach of this **clause 14**.

14.3 Permitted disclosure

14.3.1 Notwithstanding **clause 14.2**, Confidential Information may be disclosed by a party:

- (a) to employees, legal advisers, auditors and other consultants of a party requiring the information for the purposes of this agreement;
- (b) with the consent of the party to which the obligations of confidentiality under this **clause 14** are owed, which consent may be given or withheld at that party's absolute discretion; or
- (c) to comply with a requirement of Law or a parliamentary

convention; or

- (d) to the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet committee or sub-committee, any agency, authority or instrumentality to whom it is customary for the party to disclose information (whether legally obliged or not) and the Government as a consequence

- 14.3.2 If a party proposes to release or provide access to Confidential Information under **clause 14.3.1(a)**, it will not do so until it has obtained from employees, legal advisers, auditors or other consultants a written undertaking to keep the information confidential and not to release it to any other person.

14.4 Fol Act

- 14.4.1 The intention of the parties is that the Access Schedule will be an exempt document for the purposes of the Fol Act.
- 14.4.2 The disclosure of the Access Schedule contrary to this **clause 14.4** will constitute a breach of this agreement.

For the purposes of **clause 13**, Schedule 1 to the Fol Act, the Access Schedule has been approved by the Minister or Minister's delegate.

15. Warranties

15.1 Proponent warranties

The Proponent warrants to SA Water that:

- 15.1.1 it holds all Authorisations required for it to utilise the Access Service, including those Authorisations specified in **item 4 of the Access Schedule**;
- 15.1.2 it has fully disclosed to SA Water all information which is material to the assessment by SA Water of the risks associated with the Proponent utilising the Access Service;
- 15.1.3 the Water will satisfy the requirements of **items 1.4 and 1.5 of the Access Schedule** prior to injection into the Accessed Infrastructure;
- 15.1.4 if the Proponent is a "drinking water provider" within the meaning of section 3 of the *Safe Drinking Water Act 2011* (SA), that it is currently and will be at all times during the duration of this agreement registered as a drinking water provider as

required by that act, and that it has an approved risk management plan in place as required by that act, including a monitoring program and an incident identification and notification protocol; and

- 15.1.5 the Proponent Infrastructure and the Infrastructure Works satisfy the requirements of this agreement.

15.2 Mutual warranties

Each party represents and warrants to the other that as at the date of this agreement:

- 15.2.1 all actions, conditions and things required to be taken, fulfilled and done by it in order to enable it to enter into, exercise its rights and perform and comply with its obligations under this agreement have been done; and
- 15.2.2 all Authorisations required for its entry into, exercise of its rights under and performance and compliance with its obligations under this agreement have been obtained.

16. Insurance

- 16.1 The Proponent must hold and maintain for the Term the insurances listed in **item 6 of Schedule 1**.
- 16.2 The Proponent must provide evidence of the currency of the insurance policies required to satisfy **clause 16.1** to SA Water on request.

17. Financial security

The Proponent must provide security to SA Water for the amount and in the manner specified in **item 7 of Schedule 1**.

18. Liability

18.1 No liability

- 18.1.1 The Proponent acknowledges and agrees that SA Water will not be liable for any loss to the Proponent or its Customers due to the suspension or termination of the supply of Water under this agreement.
- 18.1.2 SA Water provides no warranty nor makes any representation as to the fitness of the Water extracted by the Proponent for its

intended use and any warranty which would be implied by operation of Law is excluded to the maximum extent permitted by Law.

- 18.1.3 SA Water provides no warranty nor makes any representation as to the maintenance or provision of a specific water pressure at the Extraction Point.

18.2 Indemnities

- 18.2.1 The Proponent must indemnify and keep SA Water and its respective employees, officers, members and contractors indemnified against all Claims which may be incurred by or imposed upon SA Water and its respective employees, officers, members and contractors arising from, or in connection with:
- (a) loss or damage to any property or business as a consequence of, or arising from, this agreement;
 - (b) the death of, or personal injury to, any persons caused or contributed to by the Proponent;
 - (c) a breach by the Proponent of any of the terms of this agreement;
 - (d) a wilful, unlawful or negligent act or omission of the Proponent;
 - (e) the use of this agreement as security; and
 - (f) any claim, action or proceeding by a third party against SA Water caused or contributed to by the Proponent.
- 18.2.2 Without limiting the indemnity given in **clause 18.2.1**, the Proponent will indemnify SA Water against any claim by a Customer arising from the supply of Water by the Proponent or for any loss arising from or in connection with the suspension or termination of the supply of Water under this agreement.
- 18.2.3 The liability of the Proponent under this **clause 18.2** will be reduced to the extent that the Claim is contributed to by SA Water.

18.3 Release

The Proponent:

- 18.3.1 will utilise the Access Services at its own risk in all things; and
- 18.3.2 releases SA Water and its respective employees, officers, members and contractors from and against all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Proponent or its Customers, employees, agents, sub-contractors, third party persons which arise from the Access Services.

19. Force majeure

19.1 Notification

- 19.1.1 Where either party is unable by reason of a Force Majeure Event to carry out wholly or in part their obligations under this agreement then that party must immediately provide notice of the Force Majeure Event to the other party.
- 19.1.2 The notice under **clause 19.1.1** must include:
- (a) a description of the nature of the Force Majeure Event;
 - (b) the anticipated duration of the Force Majeure Event; and
 - (c) the actions being taken to remedy or alleviate the Force Majeure Event.

19.2 Required actions

A party providing notice under **clause 19.1.1** must take all reasonable steps to remedy or alleviate the Force Majeure Event within the shortest timeframe.

19.3 Relief from obligations

- 19.3.1 A party providing notice under **clause 19.1.1** is relieved of obligations under this agreement, other than payment obligations, to the extent that the obligations cannot be satisfied due to the Force Majeure Event.
- 19.3.2 A party relying on **clause 19.3.1** must notify the other party within 1 Business Day of the Force Majeure Event ceasing.

20. Dispute resolution

20.1 Engagement

Any dispute in connection with this agreement must not be the subject

of litigation until the parties have engaged in the dispute resolution process set out in this clause 20.

20.2 Notice of dispute

Either party may notify the other party of a dispute by notice setting out:

- 20.2.1 the nature of the dispute (with reasonable details);
- 20.2.2 what action the party giving notice thinks will resolve the dispute; and
- 20.2.3 a proposed meeting of the Party Representatives to resolve the dispute.

20.3 Dispute resolution process

- 20.3.1 If a party gives notice of a meeting as above, each party to the dispute must ensure its Party Representative has authority to resolve the dispute and at the meeting makes a good faith attempt to resolve the dispute.
- 20.3.2 If the agreement is not able to be resolved under **clause 20.3.1** within 10 Business Days of the dispute being notified under **clause 20.2**, the parties agree to appoint a mediator to resolve the dispute.
- 20.3.3 If the parties are unable to agree on a mediator, then either party may request the President of the Law Society of South Australia to appoint a suitably qualified mediator.
- 20.3.4 In respect of a mediation under this clause, the parties agree to:
 - (a) engage in the mediation in good faith; and
 - (b) jointly meet the costs of the mediator.

20.4 Effect of dispute

- 20.4.1 The parties will continue to perform their respective obligations under this agreement following the notification of a dispute to the extent that the dispute does not relate to or impact upon those obligations.
- 20.4.2 This clause does not prejudice the right of a party to seek injunctive relief to prevent immediate and irreparable harm.

21. Termination

21.1 Termination for Insolvency Event

A party may immediately terminate this agreement by a notice issued pursuant to **clause 22.7** to the other party if the other party has suffered an Insolvency Event.

21.2 Termination for Change in Control

SA Water may immediately terminate this agreement if a Change in Control occurs.

21.3 Termination for extended Force Majeure Event

Either party may terminate this agreement on 10 Business Days notice to the other party if a Force Majeure Event notified under **clause 19.1** subsists for more than 6 months from the date of the notice.

21.4 Termination for material breach

A party may immediately terminate this agreement by notice to the other party if:

21.4.1 the terminating party has notified the other party of an alleged breach by the other party of a material requirement of this agreement; and

21.4.2 the notified party has failed to rectify the breach to the satisfaction of the terminating party within 20 Business Days of receiving that notice.

21.5 Termination of Associated Access Service

The termination of an Associated Access Service will automatically terminate this agreement, unless SA Water otherwise notifies the Proponent.

21.6 Termination for Out of Specification Water

SA Water may terminate this agreement immediately by notice to the Proponent if either:

21.6.1 the Water is Out of Specification and the Proponent has notified SA Water that the cause of the water quality issue is irremediable or unable to be remediated during a period of 6 months; or

21.6.2 the Water has been Out of Specification for a period in excess of 6 months.

21.7 Prior rights

Termination of this agreement shall be without prejudice to the rights or obligations of the Proponent or SA Water in respect of any matter, thing or event occurring prior to termination or in respect of any sums or other claims outstanding at the time of termination.

22. Miscellaneous

22.1 Publicity

The prior approval of both parties is required in respect of the nature and content of any event or publication in respect of the Access Services or this agreement.

22.2 Due diligence

Except to any extent otherwise expressly provided in this agreement or required by law, each party relies on its own judgment, investigations and evaluation of the information provided by or on behalf of the other party or its advisers.

22.3 Independent advice

The Proponent acknowledges and agrees that:

22.3.1 the Proponent has relied on its own independent financial, taxation and legal advice with regard to this agreement and any matter contemplated by the agreement; and

22.3.2 SA Water (or any employee or agent of SA Water) has not made any representation to the Proponent in relation to the financial, taxation and legal implication of any transaction contemplated or effected by this agreement.

22.4 Other remedies

The remedies provided for in this agreement are in addition and without prejudice to any other rights or remedies that the parties may have by reason of any default.

22.5 Other acts

Each party must at its expense promptly do all things reasonably necessary to give full effect to this agreement.

22.6 Costs

Each party bears its own costs in relation to the negotiation, preparation and execution of this agreement and the undertaking of activities contemplated by the agreement.

22.7 Notices

22.7.1 A notice under this agreement must be in writing and may be given by:

- (a) Delivering it to the address of the recipient party;
- (b) Sending it by pre-paid post to the address of the recipient party; or
- (c) Sending it by email to the email address of the recipient party as specified in this agreement or as altered by notice given in accordance with this **clause 22.7**.

22.7.2 A notice given in accordance with **clause 22.7.1** will be deemed to be received:

- (a) If hand delivered to the recipient party's address, on the date of delivery;
- (b) If sent by prepaid post, three days after the date of posting; and
- (c) If sent by email, in accordance with the *Electronic Communications Act 2000* (SA).

22.8 Relationship

The parties acknowledge that nothing in this agreement creates or infers a relationship between the parties of agency, partnership or employer/employee or master/servant.

22.9 Entire agreement

This agreement records the entire agreement between the parties as to its subject matter so that, subject to its express terms:

22.9.1 this agreement is effective and binding on the parties on execution according to its terms; and

22.9.2 this agreement supersedes any prior contract or obligation between the parties about its subject and this agreement is effective to release absolutely each party from all claims (in common law, equity or under legislation) another party to this agreement might otherwise have in connection with that prior contract or obligation.

22.10 Severance

22.10.1 Each word, phrase, sentence, paragraph and clause of this

agreement is severable.

22.10.2 If a court determines that a part of this agreement is unenforceable, invalid, illegal, void or voidable that court may sever that part.

22.10.3 Severance of a part of this agreement will not affect any other part of this agreement.

22.11 Amendment

22.11.1 The Proponent acknowledges the process set out in section 86l of the Act in respect of amending this agreement in a significant way or to a significant extent.

22.11.2 The parties agree that this agreement may only be amended in a significant way or to a significant extent in accordance with the process set out in section 86l of the Act.

22.11.3 Any amendment agreed to by the parties will only become legally binding by written agreement executed by each party.

22.12 Waivers

A party waives a right under this agreement only by written notice that such party waives that right.

22.13 Counterparts

This agreement may be signed in counterparts and each counterpart is taken to be an original. All counterparts together constitute one agreement.

22.14 Electronic Transactions Act

Pursuant to the *Electronic Transactions (South Australia) Act 2000* (SA), the parties agree to receive this agreement and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any email versions of the signed and scanned contract shall be binding as if the original or facsimile copies had been signed by the parties.

22.15 Survival

Clauses 1, 13, 14, 15, 16, 18, 20, 21.7, 22.15 and **22.16** survive the expiry or termination of this agreement.

22.16 Governing law and jurisdiction

This agreement is governed by the laws of South Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Australia.

Executed as an **agreement**

The common seal of
South Australian Water Corporation
was here to affixed in the
presence of

.....
Chairman

.....
Chief Executive Officer

[INSERT PROPONENT SIGNING CLAUSE]

Schedule 1: details

Item	Details
1. Conditions precedent	[insert a description of any condition precedent, the party responsible for satisfying the condition and the date by which the condition must be satisfied]
2. Commencement Date	#
3. Expiry Date	This agreement will expire five (5) years after the Commencement Date unless otherwise extended
4. Extension to term	The term of this agreement may be extended for an additional five (5) years, three (3) times, for a maximum term of 20 years
5. Party Representatives	SA Water [Insert details for the Manager, Business Development] Proponent [insert details]
6. Insurance	#
7. Financial Security	#
8. Interest	The official Reserve Bank of Australia cash rate plus 5% per annum

Schedule 2: access schedule

1. Access service

1.1 Declared Service / Declared Infrastructure

1.2 [Insert a description of the Declared Service / Declared Infrastructure]

Accessed Infrastructure

[Insert a description of the Accessed Infrastructure– could refer to an attached diagram or plan]

1.3 Access Service

[Insert a description of the Services (eg taking the water from the water source, transportation (including the route of the water), treatment, metering etc)]

1.4 Water type

[Insert a description of the character of the water (eg potable, recycled, untreated, desalinated, domestic sewage, restricted wastewater, contaminated stormwater, etc.)]

1.5 Water Specification

[Insert a description of the specification applying to the Water eg potable water – application of the Australian Drinking Water Quality Risk Management Framework, Safe Drinking Water Act 2011, Australian Drinking Water Guideline, Restricted Wastewater Acceptance Standards, Total Dissolved Solids, SA Water Aesthetic Guideline, etc.]

[This includes physical, chemical, and biological attributes.]

[This could also include pre-treatment conditions, such as detention times for water in storages or tanks prior to injection, chlorination, chloramination, etc.]

1.6 Injection

Injection Point

[Insert location of the Injection Point]

Injection Pressure

[insert injection pressure]

Injection Timing

[insert any timing requirements for injection]

Injection forecasts

[Insert requirements on Proponent to provide forecasts and revisions of forecasts of injection volumes and timing; including timeframes for providing updates]

Injection constraints

[insert any constraints on injection]

Injection requirements

[insert any additional requirements for injection]

1.7 Extraction

Extraction Point

[Insert location of the Extraction Point]

Extraction Timing

[insert any timing requirements for extraction]

Extraction forecasts

[Insert requirements on Proponent to provide forecasts and revisions of forecasts of extraction volumes and timing; including timeframes for providing updates]

Extraction constraints

[insert any constraints on extraction]

Extraction requirements

[insert any additional requirements for extraction]

1.8 Access Volume and Rate

Minimum Daily Quantity

[Insert Minimum Daily Quantity]

Maximum Daily Quantity

[Insert Maximum Daily Quantity]

Annual Quantity

[Insert Annual Quantity]

Injection forecasts

[Insert requirements on Proponent to provide forecasts of injection volumes and timing]

Maximum Injection Rate (l/s)

[Insert Maximum Injection Rate (l/s)]

1.9 Water processing

[insert processing of transported water by SA Water (if any), including pressure reduction, chemical or biological treatment, settling, filtering etc]

2. Infrastructure works**2.1 Interconnection**

[Insert a description of interconnection required for the Access Service and the manner in which the interconnection will occur]

2.2 Augmentation

[Insert a description of augmentation required for the Access Service and the manner in which the augmentation will occur]

2.3 Meters**2.4 Other infrastructure**

[Insert a description of other infrastructure required for the Access Service, including pre-treatment infrastructure, sampling points prior to injection, backflow prevention, etc.]

2.5 Construction schedule

2.6 Construction protocols

2.7 Safety of persons

[Insert any specific workplace or public health and safety requirements for the purposes of clauses 4.7.3 and 4.7.4]

2.8 Environment, Indigenous heritage, and other heritage

[Insert any specific environment and heritage requirements for the purposes of clause 4.7.5]

2.9 Protection of SA Water Infrastructure

[Insert specific requirements for the purposes of clause 4.7.56]

2.10 Stakeholder engagement

[Insert specific requirements for the purposes of clause 4.7.7]

2.11 Security

[Insert specific requirements for the purposes of clause 4.8]

3. Non-connecting infrastructure

[Insert a description of non-connecting infrastructure and the manner in which the augmentation will occur]

4. Authorisations

[Insert any specific Authorisation of the Proponent required (eg DHA Registration as a Drinking Water Provider under the *Safe Drinking Water Act 2011* (SA), water entitlements and/or allocations, Water Licences from DEWNR, Retail Licences from ESCOSA, relevant information about restrictions on allocations, etc.)]

5. Monitoring, reporting and auditing

5.1 Monitoring requirements

5.2 Reporting requirements

[Including timeframes and formats for real time reporting and regular reporting. Note: timeframe could be within 1 hour for critical parameters.]

5.3 Auditing requirements

5.4 Incident notification requirements

[Including timeframes and formats for Incident-related reporting. Note: timeframe could be within 1 hour for critical parameters.]

5.5 Emergency management contact details

6. Records

[insert details of records which must be compiled and maintained by the Proponent]

6.1 Water quality data and analysis

6.2 Audit records

6.3 Operating manuals

6.4 Maintenance logs

6.5 Equipment fault logs

6.6 Metering data

6.7 Site access logs

6.8 Equipment and material specifications

6.9 Relevant safety data sheets

6.10 Risk management plan as required by the *Safe Drinking Water Act 2011* (SA)

[If appropriate.]

7. Capacity constraints

7.1 Description of Capacity Constraints

[insert description]

7.2 Management of Capacity Constraints

[eg queuing, priority, augmentation]

7.3 Anticipated Price of Electricity

Electricity price per kilowatt-hour to operate the relevant Accessed Infrastructure as anticipated in the Regulatory Determination and reflected in the gazetted state-wide price of water.

8. Facilities management

8.1 Facilities Management Protocol

8.2 Safety of persons and protection of property

8.3 Security Obligations

9. Access tariff

[insert details of the Access Tariff]

10. Access charges

[insert details of Access Charges]

10.1 Connection Charge

10.2 Fixed Transportation Charge

10.3 Variable Transportation Charge

[Reflecting costs of taking the water from the River if applicable, pumping, treatment, storage, sewage and trade waste charges, etc.]

10.4 Capacity Reservation Charge

10.5 Under-Extraction Charge

10.6 Over-Extraction Charge

10.7 Audit Charge

10.8 Metering Charge