

DATED this day of 20

BETWEEN

BARRHILL CHERTSEY IRRIGATION LIMITED

and

**The Person/Company/Other Entity named
and described in the First Schedule together with the
Successors and Permitted Assigns of that Party**

WATER AGREEMENT

PARTIES:

- (1) BARRHILL CHERTSEY IRRIGATION LIMITED at Ashburton (*the Company*)
- (2) The Person/Company/Other entity named and described in the First Schedule together with the successors and permitted assigns of that party (*the Farmer*)

BACKGROUND

- A The Company owns and operates an irrigation scheme to supply Water to farmers for the purpose of irrigating farms in the Mid Canterbury region.
- B The Company raises and has raised money from persons who are farming in the Mid Canterbury region by offering shares with those shares having attached thereto the right to certain volumes of Water.
- C The reliability of the supply of Water from the Scheme is not guaranteed due to the terms and provisions of the Resource Consents held by the Company which do not guarantee a continuous supply of Water.
- D The Company, at the request of the Farmer, has agreed to supply the volume of Water to the Farmer in respect of the '*Property*' as defined in this agreement and as set out in the Schedule subject to the conditions set out in this agreement being met.
- E The delivery of Water may be from the Scheme or from an Adjoining Scheme (if approved by the Company).
- F The parties acknowledge that the rights to Water, the holding of shares in the Company, and the Property to which the Water is to be supplied are all stapled together so that no one right can be transferred without the other rights being transferred at the same time.

Accordingly the parties agree as follows:

1 DEFINITIONS

- 1.1 In this agreement unless the context otherwise requires:

Adjoining Scheme means the distribution scheme operated by another irrigation company which can deliver water provided by the Company to the Property;

Adjoining Scheme Owner means the Company or other entity that owns an Adjoining Scheme;

Agreement means this agreement to supply irrigation Water by the Company to the Farmer and includes any variations and replacement to this agreement that may be applicable from time to time;

Authorised Land Use means the combination of a farming system applied to a particular soil type as outlined in Schedule 1 and applied and used by the Company to determine a nutrient cap for the Property.

Board means the Board of Directors of the Company;

Business Day means any day of the week other than Saturday, Sunday or statutory holidays on which banks are open for business in Ashburton;

Commencement Date means the date on which delivery of Water is requested by the Farmer or such later date on which the Company can commence the delivery of Water;

Connection Point means each point designated by the Company where either the Distribution System connects to the Farmer's Works or the Network of an Adjoining Scheme connects to the Farmer's Works;

D Shares means the shares issued by the Company for the purposes of funding the Distribution System of the Company;

Default Interest means interest at the highest rate which the Company may be paying on facilities entered into between the Company and its bankers and where such facilities do not exist the rate which the Company would pay on bank overdraft in both cases together with a margin of 4% per annum. The appropriate interest rate shall be determined on the date of default and thereafter on the last business day of each calendar month by reference to the appropriate rate on that date determined as aforesaid;

Delivery Infrastructure means the pipes, valves, delivery structures, plant and equipment and the storage dams required to enable water to be delivered to the Distribution System or Adjoining Scheme;

Distribution System means the pipes, valves, gates and other equipment constructed and installed by the Company and used to distribute Water to the relevant Connection Point;

EA Shares means the shares issued by the Company to acquire assets and giving an entitlement to rebates on Water Charges;

Environmental Management Strategy means the policies and procedures contained in a strategy document issued by the Company setting out how the environmental objectives, targets and other regulatory requirements

will be met and observed by the Farmer and as posted from time to time on the Company's website;

Farm Activity Variation means any change in farm operations or management that may increase the nutrient losses to water;

Farm Environment Plan means a plan containing such information as specified by the Company and provided by each Farmer to the Company for the property of that Farmer giving that required information and how the Farmer will apply Good Management Practice and comply with and meet the targets and regulatory requirements as specified in the Environmental Management Strategy.

Farmer's Works means the works to be constructed by the Farmer that connect to the Distribution System to enable the Farmer to take Water from the Distribution System or the Adjoining Scheme;

Fixed D Charge means the Water Charge to cover the costs of constructing, operating and servicing the Distribution System;

Fixed I Charge means the Water Charge to cover all charges payable by the Company for the fixed costs relating to the Delivery Infrastructure and the TrustPower Pumping System, to RDRML for access to, conveying Water through and maintaining the RDR, to cover the cost of constructing, operating and servicing the storage dams and all administration costs of BCI including costs relating to the Resource Consents;

Force Majeure Event means any event or circumstance, or combination of events and circumstances:

- (a) that causes or results in preventing or delaying a party from performing any of its obligations under this Agreement; and
- (b) which is beyond the reasonable control of that party and could not, or the effects of that event or circumstance, or that combination of events or circumstances, could not have been prevented or delayed, overcome or remedied by the exercise by the party of a standard of care and diligence consistent with good industry practice;

which occurs after the date of this Agreement and, provided that the event or circumstance or combination of events or circumstances meets the foregoing criteria, includes:

- (c) an act of god;

- (d) strike or lockout, act of public enemy, war (whether declared or undeclared), blockade, revolution, riot, insurrection, malicious damage, civil commotion;
- (e) lightning, landslide, cyclone, storm, flood, fire, earthquake, explosion, tidal wave, epidemic;
- (f) action, inaction, demand, restraint, restriction, requirement, prevention, frustration or hindrance by any Governmental Agency or other competent authority;
- (g) order of the Court;
- (h) embargo, unavailability or shortage of essential equipment, or other materials, goods, labour or services, lack of transportation or communication;
- (i) any breakage of equipment, machinery, lines or pipes, freezing, or delivery equipment, catering, washout subsidence or cave in; or
- (j) restraint on access to property;

Good Management Practice means the practices required to be applied and generally used by famers to meet the requirements of the Farm Environment Plan to improve water quality as specified in the Land and Water Regional Plan (as amended and updated from time to time) on farm properties and acknowledged to be good management practice.

I Shares means the shares issued by the Company for the purpose of raising moneys to enable the Company to pay for or contribute to the Delivery Infrastructure and the costs of altering and modifying the RDR to enable Water delivered from the Rakaia River into the RDR to be delivered into the Distribution System or to an Adjoining Scheme;

Irrigation Season means the period beginning on 10 September in any given year and concluding on 9 May in the following year or such other period as the Company may from time to time reasonably determine;

Metering Equipment means the metering equipment to be installed by the Company at the Farmer's Connection Point for the purpose of measuring the total quantity of Water supplied to the Farmer's Connection Point;

Network means the pipes, races and distribution network of an Adjoining Scheme;

Property means the property set out in Schedule 1;

RDR means the Rangitata Diversion Race;

RDRML means Rangitata Diversion Race Management Limited;

Resource Consents means all resource consents held by the Company from time to time as required to implement the Scheme and includes any conditions relating to those consents and/or the requirements of any regulatory framework and policies imposed by a regulatory authority having jurisdiction over the Scheme pursuant to those consents;

Scheme means the TrustPower Pumping System, the Delivery Infrastructure, and the Distribution System;

Scheme Policy is contained in a number of policies and documents outlining either a policy or procedure prepared by the Company for the management and operation of the Scheme, including joining the Scheme, applying for Shares and accessing Water, as posted from time to time on the Company's website ;

Shares means the I Shares, D Shares and EA Shares set out in Schedule 1;

Statutory Requirements means all requirements to be met by the Company in relation to the Resource Consents or under any other regulations, by-laws, directions or plans introduced by any local authority, regional council, Government department or other statutory body;

Storage Agreement means every agreement entered into by the Company under which water is stored for the Company for release at such times as normal run of the river water flows would not otherwise be available to the Company for extraction;

Storage Charges means the charges payable by the Company to Trustpower Limited or any other entity for storing and releasing water into the Rakaia River;

Stored Water means water which has been stored for the Company and which can be released for delivery to farmers as determined by the Company when water is not otherwise available;

TrustPower means TrustPower Limited;

TrustPower Pumping System is the system to take Water from the Rakaia River and deliver that Water into the RDR at the head pond of the Highbank Power Station;

Variable D Charge means the Water Charge to cover the costs of electricity incurred in delivering pressurised Water through the Distribution System;

Variable I Charge means the Water Charge to cover the costs of electricity incurred by TrustPower for pumping Water from the Rakaia River into the RDR, or equivalent loss of generation income if Rangitata River water is delivered;

Water means any Water supplied under this agreement for irrigation purposes and excludes any Water supplied for stock or other purposes;

Water Agreement means an agreement materially in the same form as this agreement;

Water Charges means the aggregate charges fixed under this agreement from time to time, including any Storage Charges;

Year means each 12 month period commencing on the 1st day of September in each year;

1.2 In the construction of this deed, unless the context requires otherwise:

clauses: reference to a section, clause, sub-clause, schedule or a party is a reference to that section, clause, sub-clause, schedule or party to this deed unless stated otherwise;

headings: headings appear as a matter of convenience and do not affect the construction of this deed;

inclusion: referring to anything after the word "including" does not limit what else might be included and any such reference is without limitation to what else might be included;

joint and several: any covenant or deed on the part of two or more persons shall bind those persons jointly and severally;

legislation: a reference to any legislation or to any provision of any legislation (including regulations and orders) includes that legislation or provision as from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under any such legislation or provision;

negative obligations: a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;

parties: a reference to a party to this deed or any other document includes that party's successors and permitted assigns;

person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

related terms: where a word or expression is defined in this deed other parts of speech and grammatical forms of that word or expression have corresponding meanings;

schedules: the schedules and any annexures to this deed form part of this deed;

singular, plural and gender: the singular includes the plural and vice versa, and words importing one gender include the other genders.

2 PRECONDITIONS TO SUPPLY OF WATER

2.1 The Company shall not be bound to provide Water to the Farmer unless the Farmer:

- (a) holds or has arranged to acquire the number and class of shares as required by the Board; and
- (b) has entered into a Water Agreement with the Company.
- (c) has supplied to the Company a Farm Environment Plan acceptable to the Company

2.2 Where a farmer requires Water to be delivered to the Connection Point from an Adjoining Scheme the supply of water is conditional on the Board of the Company:

- (a) having sighted the agreement with the Adjoining Scheme Owner to convey Water for that Farmer from the RDR to the Connection Point; and
- (b) being satisfied that such Farmer will not be using the Distribution System and accordingly has waived the obligation of that Farmer to hold D Shares; and
- (c) having received from that Farmer a signed Water Agreement with the Company for the supply of Water;

3 HOLDING OF SHARES

3.1 The supply of Water by the Company to the Farmer is conditional upon the Farmer holding that number of shares as is set out in Schedule 1 for every litre per second of supply for the of land to be irrigated. The shares to be held shall be I Shares, D Shares and EA Shares unless otherwise agreed by the Board. Where the Farmer is taking water through an Adjoining Scheme as approved by the Board pursuant to clause 2.2 the obligation to hold I Shares may be waived. Where the Farmer held shares for the supply of water prior to 21 August 2017 EA Shares are not required to be held for that supply of water as at that date.

- 3.2 The Company may change the number of shares required to be held by a Farmer to qualify for the supply of Water provided the same standards as to the number of shares to be held shall apply to all farmers taking water from any part of the Scheme.
- 3.3 The supply of Water under this agreement is conditional upon the Farmer continuing to hold the Shares as set out in Schedule 1 or specified under clauses 3.1 and 3.2 to the intent that if the Farmer shall at any time cease to hold those Shares, or cease to use the Water to irrigate the Property, then the Company may terminate the supply of Water to the Farmer. If the Company ceases to supply Water to a Property where a Farmer holds shares then the Company may surrender those shares at their nominal value.
- 3.4 The volume of Water to which a Farmer is entitled shall be transferable by the Farmer only in the circumstances set out below:
- (a) to any other person with the Shares held by the Farmer and conditional upon the delivery of that Water to the Property as set out in Schedule 1; or
 - (b) to another property owned or farmed by the Farmer with the prior written consent of the Company, which consent may be withheld without giving any reason or be given on such conditions as the Company determines, provided that the property to which the Water is delivered is within the Distribution System or clause 2.2 applies; or
 - (c) the Shares and the right to Water attached thereto may be transferred to a person or entity that owns or farms a property in the area serviced by the Distribution System, or who has entered into an agreement with an Adjoining Scheme Owner as set out in clause 2.2, subject to the prior written consent of the Company which consent may be withheld without giving any reason or may be given on such conditions as the Company determines including the entering into of a Water Agreement.
- 3.5 The Board of the Company may from time to time determine the class and number of shares required to be held to have an entitlement (subject to reliability) to a certain volume of water. Where a shareholder holds a class or classes of shares in excess of the number and class of shares required to be held to obtain the volume of water contained in a water agreement between the Company and that Farmer the Company may surrender those excess shares. If the Board determines to give notice that the Company will surrender any class of excess shares the Company may give that notice to such Farmers as determined by the Board. The shares shall then be surrendered at their nominal value or such other

value as determined between the Company and the relevant shareholder or specified by the terms of issue of any class of shares.

4 SUPPLY OF WATER

- 4.1 The Water to be supplied by the Company to the Farmer from the Commencement Date shall only be used for irrigating the Property set out in Schedule 1 and shall not be used for any other purpose except with the consent of the Company, the giving of such consent being at the sole discretion of the Company.
- 4.2 The supply of Water is always subject to the availability of Water, compliance with the Resource Consents, any Scheme Policy that has been implemented, the Environmental Management Strategy and with all Statutory Requirements. The Company will use all reasonable endeavours, but does not guarantee, to provide to the Farmer the volume of Water as set out in Schedule 1 during the Irrigation Season.
- 4.3 Water will only be available to the Farmer during such periods as the Company has Water available for supply to the Farmer and the Company cannot and will not guarantee that Water will be supplied at the delivery rate referred to in Schedule 1.
- 4.4 The maximum supply of Water to which the Farmer is entitled under this agreement is set out in Schedule 1 and such Water is to be supplied at such intervals as the Company may from time to time determine in accordance with clause 5.
- 4.5 Water shall only be supplied during the Irrigation Season and no Farmer shall be entitled to or shall seek the delivery of Water outside the Irrigation Season.
- 4.6 **Volume of Water to be Supplied**
The volume of Water that will be supplied by the Company to the Farmer is at a delivery rate not exceeding 0.6 litres per second per hectare for each hectare of the Property owned by the Farmer.

5 DELIVERY SYSTEM FOR WATER

- 5.1 The Company shall on a regular basis and from time to time provide to all farmers who are entitled to Water from the Scheme a Scheme Policy relating to the delivery of that Water taking into account the following factors:
- (a) the restrictions that may be placed on the supply of that Water due to insufficient Water being available for take from the Rakaia River under the Resource Consents and the requirement for that Water to be equitably distributed to all farmers entitled to that Water;

- (b) any failure of the TrustPower Pumping System on which the Company is relying for delivery of Water into the RDR;
- (c) the requirements under a Scheme Policy and Environmental Management Strategy for restricting the supply of Water;
- (d) any requirements under any Statutory Requirements for restricting the supply of that Water;
- (e) the right to manage the supply of that Water so it is supplied at varying intervals and for varying periods during the Irrigation Season to meet as far as may be practicable the requirements of farmers during the Irrigation Season.

5.2 The Company shall not be liable to any farmer for any failure to deliver Water at any time during an Irrigation Season provided the Company shall use all reasonable endeavours to ensure Water will be supplied if available.

5.3 The Company will at all times seek to act in an equitable manner as between all farmers entitled to Water so that they all receive a fair proportion of Water, based on the volume to which they are entitled, during each Irrigation Season provided that if the Farmer shall act in a way that could prejudice or breach in any manner the Resource Consents held by the Company, or acts in breach of any Scheme Policy or the Environmental Management Strategy of the Company then the Company may restrict the supply of Water to that Farmer after giving reasonable notice to that Farmer of the requirement to so comply with those requirements.

6 **INSTALLATION OF FARMER'S WORKS**

6.1 The Farmer shall be responsible for installing and maintaining all of the Farmer's Works as may be required by the Farmer to take and distribute Water beyond the Connection Point.

6.2 The Farmer shall only use the volume of Water as set out in Schedule 1 and to be supplied by the Company on the Property and in distributing the Water on that Property the Farmer shall:

- (a) only distribute that Water in accordance with Good Management Practice in compliance of the Resource Consents and the requirements of any statutory body;
- (b) utilise a system and equipment, and apply and use methodologies as may be prescribed by the Company as being Good Management Practice from time to time;

- (c) comply with any Scheme Policy approved by the Company under clause 8 and the Environmental Management Strategy;
 - (d) comply with the Scheme Policy notified to farmers under clause 5.1;
 - (e) meet the requirements of any Farm Environment Plan.
- 6.3 The Farmer shall not operate any plant, equipment or other works on the Farmer's Property in a manner that could affect the distribution of Water by the Company, damage any part of the Scheme or the Distribution System, or in a manner that may be detrimental to the Scheme or the Distribution System.
- 6.4 The Farmer and the Company shall ensure that all irrigation on the Property to which Water is distributed shall be applied and implemented in accordance with Good Management Practice and also in accordance with any Scheme Policy and related environmental requirements from time to time applicable to the distribution of Water and which traverses all terms and provisions of Resource Consents, Statutory Requirements, Good Management Practice and company policies including the Environmental Management Strategy that may be applicable from time to time.

7 FARM ENVIRONMENT PLAN

7.1 Farm Environment Plan

Each Farmer who is taking Water from the Company shall be required to prepare and implement a Farm Environment Plan for irrigated land use to demonstrate how the Farmer is actively managing use of the Water to achieve Good Management Practice in respect of production from the Property utilising irrigation. For this purpose:

- (a) the Farmer will submit a Farm Environment Plan to the Company within 60 working days from such date as specified by the Company and for new connections prior to the delivery of water;
 - (b) that plan, including its content and format shall be as approved by the Company;;
 - (c) that plan shall include such matters as the Company, or any statutory or regulatory authority, may require from time to time;
 - (d) that plan shall be updated at least annually, or prior to any approved Farm Activity Variation.
- 7.2 Each Farmer shall also in addition to the requirements of any approved Farm Environment Plan comply with all other industry quality assurance programmes, codes of practices, specific regulatory and legal

requirements, and all other requirements to ensure Good Management Practice is maintained in respect of the operation of irrigation on the Farmer's Property.

- 7.3 Each Farmer will if required by the Company undertake an Overseer™ simulation to calculate the nitrogen losses for the farming system for all properties contained in the Farm Environment Plan.
- 7.4 Any changes to the farming system described in Schedule 1 may result in a Farm Activity Variation and must be first approved by the Company and will require an updated Overseer™ simulation. Each simulation shall be provided to the Company in a suitable electronic format. If the use of nutrients on a property exceeds the policies of the Company then the supply of water to the Property may be suspended or terminated.
- 7.5 The Company shall have the following rights in respect of a Farm Environment Plan submitted by the Farmer:
 - (a) to require alterations and additions to that plan to ensure that it meets with Good Management Practice and company policies;
 - (b) to impose further terms and conditions that must be included in that Farm Environment Plan to ensure that the plan meets Good Management Practice and also meets all requirements under any statute, regulation, by-law, Resource Consents or other Statutory Requirements including the directions or requirements of any regulatory authority or any entity which provides water to the Company.
- 7.6 The Farmer and the Company agree to comply with all codes of practice and guidelines which are applicable to the use of Water for irrigation and will also comply with any restriction or request given to the Farmer by any regulatory authority in respect of farm management practices on the Property.
- 7.7 The Company may publish on its website an Environmental Management Strategy for management of the irrigation Scheme. The Company will at all times be responsible for the enforcement of any applicable Environmental Management Strategy and, to the extent required, the Farmer will comply with the terms and provisions of the Environmental Management Strategy. The Farmer acknowledges that the Environmental Management Strategy is an essential element for the continuity of the Resource Consents held by the Company and must be complied with in all material respects.
- 7.8 In the event that the Farmer breaches any of the terms and conditions of this agreement or any of the provisions contained in the Farm Environment Plan (if applicable), Environmental Management Strategy,

Scheme Policy or Resource Consents then the Company may give notice of breach to the Farmer as set out in clause 19 and if necessary terminate this agreement as set out in clause 20.

7.9 Nutrient Cap

- (a) The Company may determine and require the Farmer to meet a nutrient cap for the Property, based on Authorised Land Use, and the continued supply of water by the Company is subject to the nutrient cap, as may be advised to the Farmer, being complied with within a notified time frame. The nutrient cap is an amount of nitrogen lost to ground water as assessed by an Overseer® model simulation, as applicable to a particular property.
- (b) The Farmer shall not increase the nitrogen lost to ground water from the Property beyond the Authorised Land Use without the prior written approval of the Company.
- (c) The Farmer may be required to undertake an Overseer® simulation, created using the best practice data input standard and the internal Nutrient Budget Consistency Protocols, for the Farmer's farming system and report that simulation outcome in the required electronic format to the Company upon request.
- (d) The Farmer may be required to undertake on the irrigated property such mitigation measures reasonably expected to reduce the loss of nitrogen to ground water if the simulated loss is above the level deemed appropriate for the Farmer's farming system and soil type.
- (e) The Company may adjust nutrient caps for irrigated properties to ensure the overall cap is met by the Company.

7.10 Information on Transfer

Should a Property be transferred in part or in whole the Farmer will undertake to provide all information required by the Company from the transferee to enable the Company to be satisfied that the transferee can continue to meet obligations to the Company in the preparation of Farm Environment Plans and Overseer simulations.

8 MANAGEMENT OF THE SUPPLY OF WATER

- 8.1 For the purpose of giving any notice to the Farmer of the Water which is available by the Company to the Farmer the Company shall communicate the volumes of Water which are available or are likely to be available for the next 24 hour period. If during that period the volume of Water available shall change then a further notification shall be communicated by the Company. The Company will post on its website the procedure relating to timing of notification and means of communication of availability of water.

8.2 The Farmer acknowledges and accepts in respect of the supply of Water by the Company that:

- (a) It is the obligation of the Farmer to determine from the Company the volume of Water available and whether any restrictions apply.
- (b) the Water may not be potable and may not be suitable for use by stock or for any purpose except irrigation;
- (c) requests for the delivery of Water by the Company shall be undertaken in accordance with such procedures as the Company may establish and maintain from time to time and posted on the Company's website;
- (d) if during the Irrigation Season the availability of Water to the Company for distribution to farmers is diminished or must be suspended in any way then the Company shall make Water available to the Farmers only insofar as it is practicable for it to do so and in an equitable manner between all farmers entitled to that Water. If the Company has to reduce supply then it shall be entitled to do so in such manner and in such shares and proportions as in its sole discretion the Company may determine;
- (e) if under any resource consents relating to the Property there is a restriction as to the volume of water per day that can be applied per hectare on that Property or any other like restriction then if the Farmer has more than one supply of water for irrigation and breaches any such restriction the Company may reduce the volume of water delivered to the Farmer or cease supplying water until that restriction is met.

8.3 The Farmer shall have no right of action against the Company nor any entitlement for damages or compensation of any nature whatsoever in any of the following circumstances:

- (a) a failure by the Company to supply Water in terms of this agreement; or
- (b) as a result of any reduction in the supply of Water; or
- (c) if there shall be any matter relating to the quantity or quality of Water supplied to the Farmer; or
- (d) any failure of the TrustPower Pumping System.

8.4 The Water shall be available at such Connection Point as the Company may from time to time determine and shall be measured by a device specified by the Company and maintained by the Company. The

Company shall have the right at any time to enter the Property and change the device used for measuring and controlling water supplied to the Farmer.

- 8.5 The Farmer shall not alter or interfere with such metering equipment or allow any person to do so. The Farmer shall be responsible for any damage caused to the metering equipment (fair wear and tear excepted) and shall pay the costs incurred by the Company in replacing the metering equipment if damaged due to the act or omission of the Farmer.
- 8.6 The Farmer shall not take from a Connection Point more Water than the Farmer's entitlement pursuant to this agreement or otherwise than in accordance with any Scheme Policy, Resource Consent, or Environmental Management Strategy.
- 8.7 The Company shall read the metering equipment at such intervals as the Company determines and advise the Farmer of the volume of water used. The information from the metering equipment shall be taken to be correct unless there is a manifest error in that information.

9 **INTERRUPTION TO SUPPLY OF WATER**

- 9.1 The Company may interrupt or reduce the supply of Water at any time the Company reasonably considers it necessary to do so for planned and unplanned interruptions in accordance with this clause:

Planned Interruptions

- (a) In situations where the Company determines the need for the interruption to:
 - (i) enable the Company to inspect, effect alterations, maintenance, repairs or additions to any part of the Irrigation Infrastructure; or
 - (ii) avoid the risk of danger to persons, damage to Property or interference with the regularity or efficiency of the supply of Water; or
 - (iii) preserve and protect the proper working of the Irrigation Infrastructure.

Unplanned Interruptions

- (b) In situations where the Company does not know of the need for the interruption in advance, including without limitation:
 - (i) faults in the Irrigation Infrastructure caused by equipment failure, accident, storm or similar event; or
 - (ii) emergencies; or

(iii) an event of Force Majeure.

9.2 Where the Company interrupts delivery pursuant to clause 9.1(a) the Company shall give prior written notice to the Farmer and the Company shall liaise with the Farmer over the timing of the interruption to minimise inconvenience to the Farmer. The parties agree that where reasonably practicable planned interruptions shall occur outside of the Irrigation Season.

9.3 Where the Company interrupts supply pursuant to clause 9.1 (b), as soon as it is practicable the Company shall report to the Farmer:

- (a) the area affected by the interruption;
- (b) the reasons for the interruption; and
- (c) the expected duration of the interruption.

9.4 In all situations of interruptions the Company shall use reasonable endeavours to minimise the period of interruption.

10 RESPONSIBILITY OF FARMER

10.1 The Farmer shall be responsible for all work carried out on the Farmer's Property from the Connection Point including the installation of all plant, equipment, pipes, electrical connections and other works to distribute Water on the Farmer's Property and for any other works to be carried on that Property for the use of the Water provided by the Company.

10.2 Where Water is made available to the Farmer away from the Property boundary or from an Adjoining Scheme Owner the Farmer shall be responsible at the Farmer's cost for arranging all pipes, connections and other equipment to deliver Water over the Property or any adjacent Property to that point of supply and for obtaining any easements or rights necessary for the delivery of such Water.

10.3 The Farmer shall at all times hold the number and classes of shares as set out in Schedule 1 or as specified from time to time by the Company. Such Shares must be held at all times while this agreement remains in force.

10.4 If the Property shall be sold the Farmer shall ensure that at the same time:

- (a) notice of that sale is given to the Company;
- (b) the Shares shall be transferred to the Purchaser of the Property;
- (c) the Purchaser shall be required to enter into a new Water Agreement with the Company in the form then applicable;

- (d) if the Farmer conveys Water through an Adjoining Scheme the board of the Company approves all arrangements and agreements with the Adjoining Scheme Owner;
- (e) any information required to satisfy clause 7.10 is provided to the Purchaser.

The Company may withhold the supply of Water if the Farmer sells the Shares, or the Property, without at the same time complying with the foregoing provisions.

10.5 If part of the Property, and rights to Water, are to be transferred the Farmer must agree with the Company the basis for a new Water Agreement to be executed, the Shares to be held and the Water to be supplied to the parts of the Property affected by such sale. The Company may withhold the supply of Water until Shares are held by, and a Water Agreement is entered into, with the Purchaser of part of the Property and the rights under this agreement have been reviewed to take into account the transfer of part of the Property. If the continuity of the supply of Water becomes uneconomic the Company may refuse to consent to the transfer of any rights to Water.

10.6 If under any Statutory Requirements the volume of water available to the Farmer for irrigation under any consents, including the Resource Consents, is restricted or limited then the Farmer agrees to limit the water taken under all consents to ensure the Statutory Requirements or any other conditions or requirements of any consents (including the Resource Consents) are met and complied with in all respects.

11 **WATER CHARGES**

11.1 The Company shall in each year prior to the commencement of the Irrigation Season determine and fix Water Charges at such figures as the Company shall in its sole discretion determine, having regard to the amounts required to fund its funding and operational requirements for that year which Water Charges shall be charged to, invoiced and paid by the Farmer monthly or at such other time or times as the Company may require. Those Water Charges may take into account reduced Water Charges for those shareholders who hold Class EA Shares. Otherwise Water Charges shall be on the following basis:

- (a) Fixed I Charges to cover all charges payable by the Company for the fixed costs relating to the Delivery Infrastructure and the TrustPower Pumping System, to RDRML for access to, conveying Water through and maintaining the RDR, to cover the cost of constructing, operating and servicing the storage dams and all administration costs of BCI including costs relating to the Resource Consents;

- (b) Variable I Charges to cover the costs of electricity incurred by TrustPower for pumping Water from the Rakaia River into the RDR, or equivalent loss of generation income if Rangitata River water is delivered;
- (c) Fixed D Charges to cover the costs of constructing, operating and servicing the Distribution System;
- (d) Variable D Charges to cover the costs of electricity incurred in delivering pressurised Water through the Distribution System;
- (e) The Water Charges may be reviewed annually and may increase by such sum as the Company shall determine having regard to:
 - (i) the annual cost of the Scheme including financing and debt repayments; and
 - (ii) any necessary capital works required in respect of infrastructure within the Scheme;
 - (iii) external factors such as interest rates, contract charges for use of other facilities or similar charges then the charges
- (f) The charges under (a), and (c) are payable regardless of the volume of Water supplied or used:
 - (i) The charges under (a) to (d) are payable by all Farmers connected to the Distribution System;
 - (ii) The charges under (a) and (b) are payable by all Farmers taking water but not utilising the Distribution System.
- (g) All Water Charges shall be reviewable annually by the Company and payable monthly, levied on the basis of the flow rate available and total number of cubic metres of Water supplied to the Farmer during the relevant charging period.
- (h) All Water Charges shall be payable monthly and paid by direct debit or automatic payment from the bank account specified by the Farmer and credited to the Company. The parties will sign all forms necessary to enable Water Charges to be paid by this method.

11.2 If the Farmer does not make payment of Water Charges on due date then, (provided written demand has been made) the Company shall be entitled to charge the Farmer interest on any amount outstanding from due date until payment in full at the Default Rate. Such sum may be recovered as a liquidated debt due by the Farmer to the Company.

- 11.3 The Farmer acknowledges that the total charges payable under clause 11.1(a) and (c) shall be payable by the Farmer notwithstanding that:
- (a) The Farmer may not have consumed any Water during the relevant Charging Period; or
 - (b) The Company may have been unable to supply Water to the Farmer for all or part of the relevant Charging Period (provided that such non-supply was not due to the wilful default of the Company).
- 11.4 The Company may in relief of the charges payable by a Farmer, where the Farmer has not commenced taking delivery of any Water under this Agreement, rebate to a Farmer the Water Charges under clauses 11.1(b) and (d) incurred by the Company in pumping water for delivery and provide a credit against future charges in respect of any EA Shares held by the Farmer.
- 11.5 The Farmer shall have no right to claim any set off in respect of any moneys owing to the Company against any claim which the Farmer may have against the Company
- 11.6 All charges shall be on a plus GST basis.

12 **STORAGE CHARGES**

- 12.1 The Company and the Farmer may enter into a commitment for the Farmer to have the right, for a specified period, to take Stored Water and for the Company to release Stored Water subject to water being available for that purpose under a Storage Agreement.
- 12.2 The parties agree that subject to the Company having the ability under a Storage Agreement to request the release of water for delivery to Farmers the Company shall request the release of that water where it is economical to do so.
- 12.3 The Company shall notify on the Company's website a policy and process under which a Farmer, who has entered into an agreement with the Company to receive Stored Water, may request the delivery of Stored Water to that Farmer. If the Farmer requests the delivery of Stored Water the Company shall release Stored Water provided the aggregate volume requested justifies that release.
- 12.4 The Farmer shall not be entitled to require the release of Stored Water in excess of the volume of water or the flow rate for which the Farmer is contracted with the Company.
- 12.5 The Company shall post on its website the terms and conditions relating to the delivery of Stored Water and the charges payable by a Farmer for the delivery of each cubic metre of Stored Water to the Farmer. Such

Stored Water will only be delivered where the Company has the right to request the release of Stored Water under a Storage Agreement and the supply to the Farmer is as contracted with the Company and requested by the Farmer.

12.6 The Farmer shall pay Storage Charges to the Company in addition to the other charges payable under this agreement based on the total volume of Stored Water contracted to be delivered by the Company to all farmers at the start of each season and the proportion of that water which is contracted to be delivered to the Farmer.

12.7 Each Farmer requiring Stored Water to be set aside and allocated to that Farmer shall sign a form as set out in Schedule 2 committing to the volume of Stored Water for the period set out in that form.

13 SPECIFIC CHARGES

In addition to the standard charges payable under clause 11 when the Farmer requests the delivery of Stored Water the Farmer shall pay such additional release charges as may be payable by the Company under a Storage Agreement in proportion to the Stored Water delivered to the Farmer as a proportion of the total Stored Water so released for delivery to all water users.

14 ADJUSTMENTS TO WATER CHARGES

Throughout the term of this Agreement the Company may vary the prices which give rise to any charges to effect an equitable pass through of any increase or decrease in the prices charged to the Company in respect of any of the components of the Water Charge (including without limitation charges relating to the supply of electricity necessary to operate the Scheme) where any increase or decrease in price may occur.

15 EASEMENTS

15.1 The Farmer agrees to grant such easements in gross over the Farmer's land as the Company may reasonably require in relation to the laying of pipes, electricity lines, communications and the installation of plant, equipment and measuring devices relating to the Irrigation Infrastructure including any repairs, extension or renewal thereof as needed for the Irrigation Scheme from time to time. The Company will prepare at its cost any easements and survey plans necessary for those easements and the Farmer will ensure the owner of the Property promptly executes and facilitates registration of those easements. The Farmer will bear any costs incurred by the Farmer in relation to the registration of those easements.

15.2 If the Farmer shall fail to sign any easement or documents reasonably required by the Company pursuant to the terms of this Agreement then after giving 10 business days notice of its intention to do so any two directors of the Company may sign those easements or documents on behalf of the Farmer and the Farmer hereby irrevocably appoints each

director of the Company as the attorney of the Farmer for those purposes.

16 TERM OF AGREEMENT

This Agreement shall come into force and effect on the Commencement Date and shall continue until 28 January 2035. If the RMA Consents held by the Company are renewed or extended beyond 28 January 2035 so that Water can continue to be delivered on the terms and conditions of this Agreement (or any varied agreement pursuant to clause 28) then this Agreement shall be extended for the further period of such Resource Consents.

17 RIGHT OF ENTRY

The Company and its servants, agents, employees, contractors and workmen, shall have the right at any time from time to time without being deemed to commit a trespass and without payment of compensation for damages to enter upon the land of the Farmer or any land connected or associated with the Farmer for all or any of the following purposes:

- (a) To gauge or otherwise determine the quantity of Water used by the Farmer.
- (b) To view the condition of pipes, works and Metering Equipment at the Connection Points.

The Farmer shall ensure that access to any pipeline, water race or other structure or device used in the control and management of the Water conveyed in the Delivery Infrastructure is kept available and in respect of any future structures, works or developments on the Farmer's land will ensure that such development does not impede, restrict, limit or otherwise in any way inhibit or impair access or adversely effect such pipelines, Water races, structures or devices.

18 ACCESS TO IRRIGATION INFRASTRUCTURE

18.1 The Farmer also agrees to provide the Company at all reasonable times with safe and unobstructed access to any part of the Farmer's Works:

- (a) to install, replace, modify, repair or maintain equipment and associated fittings and any other pipes or equipment forming or to form part of the Irrigation Infrastructure;
- (b) examine, read or test any metering equipment, whether measuring supply under this Agreement;
- (c) to protect or prevent danger or damage to persons or property;
- (d) to ascertain the cause of any interference to the supply of Water;
- (e) to disconnect or reconnect the supply of Water;

- (f) any other purpose reasonably connected to the supply of Water by the Company to the Farmer.

18.2 In exercising its rights of access the Company shall use all reasonable endeavours to ensure that:

- (a) where practicable the Farmer is given reasonable notice of intention to, and the purpose for which right of access will be exercised; and
- (b) as little interference to the Farmer's farming requirements as practicable occurs in carrying out such works.

19 **BREACH OF AGREEMENT**

In the event of the Farmer committing any breach of the terms of this Agreement and such breach continues for 20 Business Days after written notice from the Company requiring such breach to be remedied, the Company may without payment of any damages or compensation to the Farmer or any other person:

- (a) reduce the supply of Water to the Farmer either permanently or until such time as such breaches have been made good provided that the Farmer shall nevertheless remain liable to continue paying the Water Charges in accordance with this Agreement; and/or
- (b) stop the supply of Water to the Farmer either permanently or until such time as all breaches have been made good provided that the Farmer shall nevertheless remain liable to continue paying the Water Charges in accordance with the Agreement; and/or
- (c) after the breach has continued for 60 Business Days forfeit the Farmer's Shares in the Company.

Liability of the Farmer for Water Charges shall continue as provided by clause 11 notwithstanding any of the above actions by the Company.

20 **TERMINATION**

20.1 The Company shall be entitled at any time to immediately terminate this Agreement if the Farmer ceases to be a shareholder in the Company or ceases in the opinion of the directors of the Company to be associated or connected with the number and class of shares that must be held to obtain certain volumes of water but the Farmer shall remain liable for payment of all monies owing and for any antecedent breach of this Agreement up to the date of termination of this Agreement and for payment of all Water Charges until such liability is taken over by another farmer or farmers.

20.2 The Company shall be entitled at any time to immediately terminate this Agreement if the Farmer takes a volume of Water in excess of the volume

of water which the Company has approved for delivery to the Property with a maximum volume of water as set out in Schedule 1 without prior agreement with the Company but the Farmer shall remain liable for all monies owing and for any antecedent breach of this Agreement up to the date of termination of this Agreement.

20.3 The Company shall be entitled to immediately terminate this Agreement if the Farmer interferes with the metering equipment without the consent of the Company or fails to take reasonable care of the metering equipment.

20.4 In the event the Farmer has failed to pay a call due on any Share allotted to the Farmer in the Company in accordance with any demand made for such outstanding amount as shall be due on such Shares, such demand remaining unsatisfied for not less than 30 Business Days after being due and payable, the Company may immediately terminate this Agreement but the Farmer shall remain liable for all monies owing and for any antecedent breach of this Agreement up to the date of termination of this Agreement and for payment of all Water Charges and unpaid calls until such liability is taken over by another Farmer or Farmers.

20.5 In the event of the Company terminating this Agreement for any reason then the Company shall not be liable to the Farmer for any costs, damages, claims or compensation of any kind or nature whatsoever nor shall the Farmer have any right of action against the Company.

21 ASSIGNMENT

21.1 The Farmer shall not assign transfer mortgage or charge the Farmer's interest in this Agreement without the prior written approval of the directors of the Company (which consent shall not be unreasonably withheld). No such consent will be granted where there is any actual or contingent breach of this Agreement payment or liability outstanding and due to be met by the Farmer, until such breach or default is remedied and no such consent to transfer will be provided unless the transferee qualifies as a shareholder according to the requirements contained in the constitution of the Company holds the required shares in the Company and has executed a Water Agreement.

21.2 If there is a change of trustees of a trust who are parties to this agreement then the rights are assignable to the new trustees provided there is no change to the property to which water is being delivered.

22 LIABILITY OF TRUSTEES

Where the Farmer is a trust and the Trustees of that trust have become parties to this agreement, then if any of the trustees is acting in a professional capacity and is not, and cannot become, a beneficiary of that trust, then the liability of that professional trustee is limited to the assets of that trust and no personal liability shall arise. This exclusion shall not apply where the professional trustee has been negligent or is dishonest or fraudulent.

23 **ASSIGNMENT BY THE COMPANY**

23.1 The Company may at any time assign and transfer the benefit of this Agreement, or any of the Resource Consents. Thereupon that assignee shall be required to comply with the obligations of the Company under this Agreement.

23.2 The Company may assign the benefit of any payments due and payable under this Agreement to any of the following persons:

- (a) Any financier (including a bank) which has lent moneys to the Company.
- (b) A person or entity to which the assets of the Company have been transferred.

23.3 If any assignment occurs under clauses 23.1 or 23.2 all references in this Agreement to the '*Company*' shall thereafter be interpreted and construed as if that reference was to the relevant assignee of that benefit.

24 **NON-WAIVER**

The failure of either party to insist in any one or more instances upon a strict performance of any of the terms of this Agreement or the waiver by either party of any term or right hereunder or any default by the other party shall not be deemed or construed as a waiver by such party of any such term, right or default in the future.

25 **FORCE MAJEURE**

25.1 If either party is unable to carry out any of its obligations under the agreement because of any event or circumstance of Force Majeure, the agreement shall remain in effect but except as otherwise provided, both parties' obligations, (other than obligations as to payment of Water charges), shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:

- (a) the non-performing party gives the other party prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (c) no obligations of either party that accrued before the Force Majeure caused the suspension of performance are excused as a result of the Force Majeure;

- (d) the non-performing party uses all reasonable efforts to remedy its inability to perform as quickly as possible.

25.2 If the event or circumstance of Force Majeure is of such magnitude or will be of such duration that it is either impracticable or unreasonable for either party to resume its obligations under the Agreement, the parties agree to negotiate in good faith as to how this agreement may be mitigated or terminated having regard to the financial obligations then remaining or continuing that need to be met, utilising if necessary the Dispute Resolution procedures set out in clause 26.

26 **DISPUTE RESOLUTION**

26.1 **Negotiation**

The Farmer and the Company shall actively and in good faith negotiate to achieve the speedy resolution of any dispute or difference which may arise between them concerning any matter arising under this Agreement.

26.2 **Mediation**

Every dispute or difference that is not resolved by discussion between the Farmer and the Company may be referred by either party to mediation.

26.3 If a dispute has been referred to mediation then the parties shall endeavour to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties and endeavour to resolve it by agreement between the parties. All discussions in mediation shall be without prejudice, and shall not be referred to in any later proceedings. The parties shall each bear the party's own costs in the mediation, and shall each pay half the costs of the mediator.

26.4 **Arbitration**

The matter in dispute shall be referred to arbitration if:

- (a) the parties have been unable to agree upon a mediator within 10 Business Days of the dispute being referred to mediation; or
- (b) mediation has taken place and no agreement has been reached.

26.5 The dispute or difference shall be referred to a sole arbitrator for resolution if the Farmer and the Company agree on one, or if they cannot agree on the appointment of an arbitrator within 10 Business Days, an arbitrator will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society at the request of either or both of them.

26.6 Where the matter has previously been referred to mediation, the mediator shall not be called by either party as a witness, and no reference shall be made to the determination, if any, issued by the mediator in respect of

the matter in dispute, during any subsequent arbitration on the matter in dispute.

26.7 The Arbitration Act 1996 will apply in the case of any difference or dispute referred to an arbitrator in accordance with this clause and the decision of the arbitrator will be final and binding on the parties.

27 ELECTRICITY LINES

The parties acknowledge that it will be necessary to upgrade and to construct and maintain new electricity lines and/or underground cables to enable the Company to establish, extend and operate the Scheme. The Farmer will not unreasonably withhold consent to such electricity lines and, where necessary, will grant the persons nominated by the Company reasonable access to the Farmer's land for the purpose of building and operating such electricity line and any necessary easements. The Company will install such lines and cables to work in with the farming operation of the Farmer and to create minimal interference for those operations.

28 VARIATION/REPLACEMENT TO AGREEMENT

The Company reserves the right to vary or replace this agreement by introducing alterations to or a new agreement that will apply to all farmers taking Water from the Distribution System. Any such variation or replacement to this agreement shall be carried out in the following manner:

28.1 The Company shall post a copy of the variation or new agreement on the website of the Company;

28.2 A copy of the variation or new agreement, or summary thereto, shall be sent by post or email to the last known address (or email address) of the Farmer;

28.3 The variation or new agreement shall come into effect 10 Business Days after sub-clauses 28.1 and 28.2 have been complied with by the Company or such later date as specified by the Company.

There shall be no requirement for the Farmer to execute a new agreement or variation and notice as set out in clause 28.1 above shall be sufficient to create a variation to or new binding agreement between the Farmer and the Company.

29 REORGANISATION OF RESOURCE CONSENTS

In the event that the manner in which Water is delivered into the RDR or the Distribution system is materially changed then the Company may restructure and alter the provisions of this Agreement to give effect to any such change. The Company will consult with all Farmers prior to making any such change.

30 TRUSTPOWER EXCLUSION OF LIABILITY

The Farmer agrees and covenants that TrustPower shall have no liability or any duty of care to the Farmer whatsoever and the Farmer waives all rights of action

against TrustPower. The parties acknowledge and agree that this clause 30 confers benefits on, and is enforceable by, TrustPower for the purposes of the Contracts (Privity) Act 1982.

31 RDRML EXCLUSION OF LIABILITY

The Farmer agrees and covenants that RDRML shall have no liability or any duty of care to the Farmer whatsoever and the Farmer waives all liability and rights of action against RDRML. The parties acknowledge and agree that this clause 31 confers benefits on, and is enforceable by, RDRML for the purposes of the Contract and Commercial Law Act 2017.

32 RDRML/PRIVITY OF CONTRACT

The Farmer agrees and covenants that no action will be taken and no omission made that might or could detrimentally affect the resource consents held by RDRML at any time. In the event that the Farmer breaches the provisions of this clause then RDRML shall have a right to take action against the Farmer to rectify the position in relation to the breach for any loss or damage suffered by RDRML arising from the breach. The parties acknowledge and agree that this clause 32 confers benefits on, and is enforceable by, RDRML for the purposes of the Contract and Commercial Law Act 2017.

33 CONSUMER GUARANTEES ACT 1993

Water is being supplied to the Farmer for the purposes of a business and the Farmer agrees, pursuant to section 43(2) of the Consumer Guarantees Act 1993 to exclude the application of that Act for the benefit of the Company.

34 SEVERABILITY

Should any part or portion of this Agreement be held invalid, the remainder of the Agreement shall continue in force and effect as if the invalid provision had been deleted provided however that the parties to the Agreement shall negotiate in good faith a valid and enforceable provision and replacement of the invalid provision to achieve as near as reasonably practicable the same effect as the deleted provision.

35 DELEGATION

The Company may seek at any time and from time to time to delegate any of its powers rights or discretions hereunder to any person or persons, and the exercise of such power right or discretion by any such person or persons shall be deemed to be a valid exercise thereof by the Company.

36 COSTS

Each party shall bear its own costs relating to this Agreement. If a Farmer shall seek any changes to this Agreement the costs of the Company in considering those changes shall be paid by the Farmer and recoverable from the Farmer.

37 ENTIRE AGREEMENT

The agreement and the schedules embody the entire agreement between the parties in respect of the supply of Water and no representation or statement,

38 GOVERNING LAW

Dated this day of 20

[]
(Name of Farmer/Company)

Occupation:

Address:

Barrhill Chertsey Irrigation Limited

28

SCHEDULE 1

Full name of Farmer:

Note 1: *If a company put in full name of company. If a trust put in full names of all trustees. If individual(s) put in full names of individuals.*

Address of Farmer:

Primary contact name:

Telephone Number:

Facsimile Number:

Email Address:

Property: Area (ha)

**Details of Property:
(ADC Property Number)**

BCI Irrigated Area (ha)

Requested Commencement Date:

Delivery Pipeline: **Highbank / Methven / Forks / Springburn / Buccleugh /
Valetta / Mayfield / Barrhill / Chertsey (Circle)**

Maximum Volume of Water:

(litres per second)

Shares to be Held: [] **I Shares**
(670 per litre/second of water to be delivered)

[] **D Shares**
(1,330 per litre/second of water to be delivered)

[] **EA Shares**
(entitled to discounts)

Note 2: *Minimum holding of 10,050 I Shares and 19,950 D Shares (15 l/s delivery).*

Authorised Land Use (apportion BCI irrigated area)

	Very Light Soil	Light Soil	Medium Heavy Soil
D1 – Dairy 4 cows per ha			
D2 – Dairy 3.4 cows per ha			
DS1 – 30% wintering cows			
DS2 – 70% wintering cows			
A1 – Arable with process			
A2 – Arable with small seed			
SBD2 – Sheep Beef 30% irrigated			

SCHEDULE 2

Full name of Farmer:

Note 1: If a company put in full name of company. If a trust put in full names of all trustees. If individual(s) put in full names of individuals.

Address of Farmer:

Primary contact name:

Telephone Number:

Facsimile Number:

Email Address:

Property:	Area (ha)
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Details of Property:
(ADC Property Number)

Requested Commencement Date:

Volume of Stored Water Contracted:
(cubic metres)

Term of Commitment: Until [] 2031

I agree to contract to take Stored Water on the terms set out above and contained in the Water Agreement at the prices as notified to all shareholders of the Company on the website of the Company when Stored Water is available.

Dated this day of 20

[]
(Name of Farmer/Company)

by:

Witnessed by:

Name:

Occupation:

Address:

Barrhill Chertsey Irrigation Limited

by:

Director

Director