

Broker Trade Reference Number:

## Water Trading Form

Pursuant to clauses 5.08, 5.10 and 5.11 of the Water Amendment (Water Market Intermediaries Code and Trust Accounting Framework) Regulations 2025

Trade Type ☐ SELL Water ☐ BUY Water ☐ IVT Parking ☐ Website Listing ☐ Buy ☐ Sell

### Part 1 – Client Details – Must be completed

Surname:	Given Names:
Company Name:	
Address:	
Postal Address:	
Phone Number:	Mobile Number:
ABN:	Date of Birth:
Email:	
Preferred Method of Contact:	<input type="text"/>

### Additional Client Details – if more than one owner

Surname:	Given Names:
Company Name:	
Address:	
Postal Address:	
Phone Number:	Mobile Number:
ABN:	Date of Birth:
Email:	
Preferred Method of Contact:	<input type="text"/>

### Part 2 – Fees and Charges

The following fees and charges may apply as part of the trade process with Wilks Water. For a comprehensive list of fees and charges which may be charged, visit [wilkswater.com.au](http://wilkswater.com.au).

Standard Temporary Trade	Standard Permanent Trade
• 2% Selling Fee* – Based on water value - Seller	• 2% Selling Fee* – Based on water value - Seller
• 2% Buying Fee* – Based on water value - Buyer	• 2% Buying Fee* – Based on water value - Buyer
• \$90.00 Administration and Compliance Fee * - Seller & Buyer	• \$500.00 Administration and Compliance Fee* - Seller & Buyer
• Any application fees as agreed - Buyer	• Any application Fees as required - Buyer
• ASIC Company Extract (as required)	• ASIC Company Extract (as required)

\*GST applicable

### Part 3 – Water Trade Instructions

#### Type of Water Trade – tick all applicable

Temporary (Allocation) <input type="checkbox"/>	Surface Water <input type="checkbox"/>	Groundwater <input type="checkbox"/>
Supplementary <input type="checkbox"/>	Carryover Space <input type="checkbox"/>	Forward Water <input type="checkbox"/>
Deferred <input type="checkbox"/>	Lease <input type="checkbox"/>	
Permanent Entitlement <input type="checkbox"/>	High Security <input type="checkbox"/>	General Security <input type="checkbox"/> Supplementary <input type="checkbox"/>
Water Source		Zone
Wet <input type="checkbox"/> Dry <input type="checkbox"/>	ML	Desired Price (\$) / ML
Duration of Water Trade Order		
Other trade instructions		
Is this trade instruction exclusive to Wilks Water*?	<input type="text"/>	
I/we agree to advise Wilks Water ASAP should the above Water Trade request no longer be valid or withdrawn from the market.	<input type="text"/>	

### Part 4 - Licence / Allocation Bank Account Details – Must be Completed

1. Licence Number			
Water Source	Category	ML	
2. Licence Number	Name on Licence		
Water Source	Category	ML	
3. Licence Number	Name on Licence		
Water Source	Category	ML	
4. Licence Number	Name on Licence		
Water Source	Category	ML	
5. Licence Number	Name on Licence		
Water Source	Category	ML	
6. Licence Number	Name on Licence		
Water Source	Category	ML	
7. Licence Number	Name on Licence		
Water Source	Category	ML	

## Part 5 – Settlement Instructions

Funds from the proceed of the sale are to be paid via electronic transfer to the following account, these details will be verbally confirmed prior to payment being processed:

Financial Institution	
Account Name (as it appears on statement)	
BSB	
Account Number	

## Part 6 – Authorisation to Act as an Agent – Must be Completed

Authority to Act Granted

☐

Authority to Act Withdrawn

☐

I/we authorise the Intermediary (Wilks Water) to act on my behalf, or where I am the director or other authorised signatory, to act on behalf of the client as set out below and in accordance with the Term of this Client Authorisation.

I/We authorise the Intermediary, Wilks Water, to act on my behalf until this authorisation is rescinded or replaced in writing by us, or until \_\_\_\_\_ (date, if not applicable leave blank), or 36 months whichever is earlier.

## Part 7 – Declaration

I/we certify that:

- I/we are the Client or an Authorised Signatory on behalf of the client; and
- I/we have the legal authority to instruct the Intermediary in relation to the above transaction(s).

## Part 8 – Signature of Authorised Parties

### Signing as an Authorised Individual/s

Printed Full Name:	Signature:	Date:
Printed Full Name:	Signature:	Date:
Printed Full Name:	Signature:	Date:
Printed Full Name:	Signature:	Date:

### Signing as a Company Director and/or Company Secretary – To be accompanied by a current ASIC Company Extract

Company Name:	Position:	
Printed Full Name:	Signature:	Date:
Company Name:	Position:	
Printed Full Name:	Signature:	Date:
Company Name:	Position:	
Printed Full Name:	Signature:	Date:
Company Name:	Position:	
Printed Full Name:	Signature:	Date:

An ASIC Company Extract current within the last 12 months is required under the Water Market Intermediaries Code. Wilks Water can supply this on your behalf at a cost of \$10, which will be included in the invoice.

☐ Please purchase on my behalf

## TERMS AND CONDITIONS

### 1. Client Statement – Water Markets Intermediary Services

- 1.1 This statement and terms and conditions are provided in accordance with the requirements under Water Amendment (Water Markets Intermediaries Code and Trust Accounting Framework) Regulations 2025 Part 5 of the Water Regulations 2008 (Cth) and the Australian Consumer Law to ensure transparency and accountability in water markets intermediary services.

### 2. Water Markets Intermediary Obligations

- 2.1 As a water markets intermediary, [Water Exchange Australia Pty Ltd trading as Wilks Water] (“we”) have obligations to you, our client under:

- a. Water Markets Intermediaries Code under Part 5 of the Water Regulations 2008 (Cth) (“the Code”)
- b. Schedule 2 of the Competition and Consumer Act 2010 (**Australian Consumer Law**)

### 3. General Obligations under the Code

- 3.1 In accordance with **regulation 5.03** of the Code, Water Market Intermediaries (Brokers) are obligated in the course of providing the service:
- a. must place the interests of the client before the interests of:
    - i. the intermediary; or
    - ii. a related party of the intermediary.
  - b. must represent the interests of the client diligently and with due care and skill;
  - c. must act in accordance with the lawful instructions provided by the client; and
  - a. act in accordance with a client’s lawful instructions.
  - d. must not use or disclose any confidential information obtained from the client or proposed client, or otherwise obtained in the course of its dealings with the client or proposed client in respect of the service, unless the use or disclosure of the information:
    - i. is authorised by the client or proposed client; or
    - ii. if the intermediary reasonably believes that the information is relevant to a possible contravention of a provision of the Act or a legislative instrument made under the Act—is for the purpose of providing the information to an enforcement agency whose functions include the enforcement of the provision; or
    - iii. is otherwise required or authorised by law.
- 3.2 The Intermediary in accordance with:
- a. **Regulation 5.04** must deal fairly, honestly, in good faith and act in the best interest of clients;
  - b. **Regulation 5.05** is required to disclose all conflicts of interest:
    - i. In writing; and
    - ii. Specify the interest and the circumstances that give rise to the conflict; and
      - 1) be made:
        - a) if the conflicting interest exists before the intermediary begins to provide the service; or
        - b) other – as soon as practicable after the intermediary first becomes aware of the conflicting interest; and
    - iii. request the client or proposed client to confirm in writing, that the disclosure has been received.
  - c. **Regulation 5.06** states the Intermediary:
    - i. must not improperly use its power or authority to gain, or to seek to gain, an advantage for itself or for a related party in respect of the provision of the service; and
    - ii. must ensure that the related party does not improperly use its status, power or authority to gain, or to seek to gain, an advantage for itself or for the intermediary in respect of the provision of the service.
  - d. **Regulation 5.12** states and Intermediary must:
    - i. as soon as practicable after receiving the eligible tradeable water right on behalf of the client, must transfer the water right into a broking water account maintained by the intermediary for the purpose of holding the eligible tradable water rights.
    - ii. maintain Broking Water Accounts must be maintained with and agency of the state or irrigation infrastructure operator.
  - e. **Regulation 5.13** states the Intermediary must prepare statements for broking water accounts for each financial year where eligible tradeable water rights have been held on behalf of the client.
  - f. **Regulation 5.14** states the Intermediary must hold a Professional Indemnity Insurance Policy for an insured amount:
    - i. of at least \$5 million for any one claim and \$10 million in the annual aggregate; or
    - ii. both:
      - 1) of at least \$5 million for any one claim and in the annual aggregate; and
      - 2) that includes an automatic right of reinstatement of the annual aggregate.
    - iii. The Intermediary must retain certificate of currency and insurance policies for the insurance for a period of six (6) years.
  - g. **Regulation 5.15** states the Intermediary must comply with the following record keeping requirements:
    - i. the statements about water broking accounts that are required to be prepared in accordance with regulation 5.13; and
    - ii. the trust account statements and trust account audit reports that are required to be prepared in accordance with section 100V of the Act.
  - h. **Regulation 5.16** states the Intermediary must retain client records for a period of six (6) years and must comply with the requirements for holding client information by keeping:
    - i. details of the client, including the client’s name, address, phone number and email address;
    - ii. records of instructions received from the client;
    - iii. disclosures of conflicting interests provided to the client under regulation 5.05, and any written confirmations from the client of the receipt of such disclosures;
    - iv. notifications of material personal interests in eligible tradeable water rights provided to the client under paragraph 5.06(3)(b);
    - v. information provided to the client under regulations 5.07 and 5.08;
    - vi. if the client has made a complaint to the intermediary about the water markets intermediary service provided:
      - 1) the complaint, either as received in writing from the client or as recorded by the intermediary under paragraph 5.09(2)(c); and
      - 2) the responses to, or notifications of the outcomes of, the complaint provided to the client under regulation 5.09; and
      - 3) the documented process the intermediary is required to have under subregulation 5.09(3) for dealing with the complaint, as existing at the time the complaint is received;
    - vii. written authorities received from the client under regulation 5.11;
    - viii. records of notifications to the ACCC under subregulation 5.12(4) in respect of broking water accounts to which the intermediary is to transfer and eligible tradeable water rights held on behalf of the client;
    - ix. records of trust account ledgers maintained in accordance with regulation 5.18 on behalf of the client;

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- x. records of broking water account ledgers maintained in accordance with regulation 5.19 on behalf of the client;
- xi. requests by the client for statements from the ledgers, and copies of statements
- xii. provided to the client in response to such requests;
  - 1) records of buy or sell offers communicated to or on behalf of the client (other than offers listed directly by the client on a trading platform or water exchange), including records of the following in respect of such trades:
    - 2) the eligible tradeable water rights in respect of which the offer is made;
    - 3) whether the offer is an offer to buy or to sell those rights;
    - 4) the volume, in megalitres, of those rights and whether the volume may be split;
    - 5) the price per megalitre, or the range of the price, of each such volume;
    - 6) the conditions (if any) attaching to the offer;
    - 7) the date and time the offer is communicated;
    - 8) the name of the person who made the offer;
    - 9) the name of the person to whom the offer was communicated;
- xiii. volumes, zones, prices, strike dates and names of buyers and sellers of such trades;
- xiv. the following records in relation to each application submitted to a water market authority to approve, allow or register the trade or transfer of eligible tradeable water rights on behalf of the client:
  - 1) the written authority from the client authorising the intermediary to submit the application, as mentioned in regulation 5.10;
  - 2) if a written authority is signed by a person;
  - 3) the reference number provided by the water market authority that is relevant to the application;
  - 4) the information the intermediary is required to provide to the client under regulation 5.08 about the outcome of the application;
  - 5) the date on which the application is approved or rejected;
- xv. records of receipts, deposits, payments and invoices relevant to the water markets intermediary service provided to the client.
- i. **Regulation 5.16** states the Intermediary must retain potential client records for a period of six (6) years and must comply with the requirements for holding potential client information by keeping:
  - i. details of the proposed client, including the proposed client's name, address, phone number and email address;
  - ii. records of instructions received from the proposed client;
  - iii. disclosures of conflicting interests provided to the proposed client under regulation 5.05, and any written confirmations from the proposed client of the receipt of such disclosures;
  - iv. notifications of material personal interests in eligible tradeable water rights provided to the proposed client under paragraph 5.06(3)(b);
  - v. if the proposed client has made a complaint to the intermediary in respect of the water markets intermediary service:
    - 1) the complaint, either as received in writing from the proposed client
    - 2) or as recorded by the intermediary under paragraph 5.09(2)(c); and
    - 3) (ii) the responses to, or notifications of the outcomes of, the complaint
    - 4) provided to the proposed client under regulation 5.09; and
    - 5) (iii) the documented process the intermediary is required to have under
    - 6) subregulation 5.09(3) for dealing with the complaint, as existing at the
    - 7) time the complaint is received.
- j. **Regulation 5.17 ad 5.18** states the Intermediary comply with the requirements for holding trust accounts records and client ledgers for a period of six (6) years with the following being kept:
  - i. records of notifications to the ACCC under paragraph 100S(1)(b) of the Act in respect of the trust account;
  - ii. records of receipts, deposits, payments and invoices relating to any money paid into, or withdrawn from, the trust account;
  - iii. Australian ADI statements for the trust account;
  - iv. client ledgers.
- k. **Regulation 5.19** states the Intermediary must maintain client ledgers for water broking accounts, which must contain the following information:
  - i. the name of the client;
  - ii. the financial year of the intermediary in respect of which the ledger is prepared;
  - iii. the licence or account number of the broking water account;
  - iv. the date on which any eligible tradeable water rights held in the broking water account on behalf of the client are traded or transferred into or out of the account;
  - v. the following details in relation to any such trade or transfer:
    - 1) the reason for the trade or transfer;
    - 2) the volume, in megalitres, of the water rights involved in the trade or transfer;
    - 3) the name of the person from, or to, whom (as applicable) the water rights are traded or transferred;
    - 4) the reference numbers provided by a water market authority that are relevant to the trade or transfer;
  - vi. a running balance for the broking water account.

#### 4. Obligations under the Australian Consumer Law

4.1 Regulation 5.07 states under the Australian Consumer Law we are obligated to:

- a. Not engage in misleading or deceptive conduct (section 18);
- b. Not engage in unconscionable conduct (section 21);
- c. Not make false or misleading representations (section 29);
- d. Not accept payment if we cannot or do not intend to provide the services (section 36); and
- e. Not use physical force, or undue harassment or coercion in the provision of services (section 50).

4.2 If the client is a consumer as described under the Australian Consumer Law, we also have the obligation to:

- a. Provide services with due care and skill (section 60).
- b. Ensure services are fit for their intended purpose (section 61).
- c. Ensure that the provision of services with be completed in a reasonable time (section 62) if no time frame is specified.

#### 5. Client Instructions

5.1 In accordance with Regulation 5.08 the client must provide in writing to the intermediary the following information (this form):

- a. the kind of water markets intermediary service to be provided;
- b. the terms and conditions on which the service is to be provided;
- c. if the service is to investigate the trading possibilities for eligible tradeable water rights:

Initials:

- 1) the eligible tradeable water rights in respect of which the service is to be provided; and
- 2) whether the service is in respect of offers to buy or sell eligible tradeable water rights; and
- 3) the volume, in megalitres, of the eligible tradeable water rights to be traded and whether that volume may be split; and
- 4) the price per megalitre, or the range of the price, of each such volume; and
- 5) details of when or how the client's instructions to provide the service expire or are rescinded; and
- 6) details of any other conditions applying to the service, including
- 7) whether the provision of the service is exclusive or non-exclusive;

5.2 If the client does not provide written instructions to the intermediary using this form, the intermediary is to provide to the client within two (2) days the information detailed above.

## 6. What is Authorised

6.1 In accordance with Regulation 5.10 the intermediary must receive written authority to transfer or trade eligible tradable water rights which must include the following:

- a. the name of the authorising person;
- b. the name of the eligible water markets intermediary who is authorised by the authorising person in respect of the application;
- c. the licence or account number of the water account (however described) in which the eligible tradeable water right is held
- d. the period in respect of which the written authority is valid (if applicable), which must not be longer than 3 years;
- e. the number of trades or transfers in respect of which the written authority is valid (if applicable);
- f. if the authorising person is a corporation—an extract from a register maintained by the Australian Securities and Investment Commission or the Office of the Registrar of Indigenous Corporations (as applicable), for the corporation, that is less than 12 months old;
- g. state how the authorising person can rescind the authority; and
- h. be signed by:
  - 1) the authorising person; or
  - 2) a person (other than an eligible water market intermediary) who is authorised by the authorising person, by a document that is registered with a water market authority, to sign the written authority; and
- i. if the authority is signed by a person mentioned in subparagraph (c)(ii), be accompanied by the document mentioned in that subparagraph.

6.2 By completing Part 6 of this Water Trade Form, the Client authorises the Intermediary, Water Exchange Australia Pty Ltd trading as Wilks Water, to transfer or trade eligible tradeable water rights on behalf of the Client as detailed in paragraph 5.1 of this form's terms and conditions.

6.3 In accordance with Regulation 5.11 the intermediary must have written authority to act as an agent from the client which must contain:

- a. the name of the intermediary who is to act as the agent of the client;
- b. the period of time for which the authority is valid;
- c. if the client is a corporation—an extract from a register maintained by the Australian Securities and Investment Commission or the Office of the Registrar of Indigenous Corporations (as applicable), for the corporation, that is less than 12 months old;
- d. the terms of the arrangement to act as an agent, including the overall trading objective and the eligible tradeable water rights to be made available to achieve that objective;
- e. if the agent is to make applications on behalf of the client to water market authorities to approve, allow or register the trade or transfer of eligible tradeable water rights—explicit authority for the agent to make such applications; and
- f. state how the client can rescind the authority;
- g. and is to be signed by the client.

6.4 By completing Part 6 of this Water Trade Form, the Client authorises the Intermediary, Water Exchange Australia Pty Ltd trading as Wilks Water, to Act as an Agent on behalf of the Client as detailed in paragraph 5.3 of this form's terms and conditions.

6.5 The client authorises the Intermediary to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Water Market Authority Rules and any prescribed requirement to:

- a. make application to the Water Market Authority to approve, allow or register the trade or transfer of the tradeable water right as set out in the Client Authorisation;
- b. sign documents on the Client's behalf as required for the Transaction(s); and
- c. submit or authorise submission of documents for lodgement with the relevant Water Market Authority and/or Water Registry; and
- d. authorise any financial settlement involved in the Transaction(s);
- e. liaise with relevant Water Authorities to gain account balances as requested by the client;
- f. liaise with Financial Institutions, Rural Agencies and any others in the course of normal trading; and
- g. do anything else necessary to complete the Transaction(s).

6.6 The Client acknowledges that the Client is bound by any documents required in connection with a Transaction that the Intermediary signs on the Client's behalf in accordance with this Client Authorisation.

6.7 The client authorises the Intermediary to disburse the proceeds of the Transaction at settlement in accordance with their respective Sale and Purchase documentation.

6.8 If this Client Authorisation is for a Specific Authority, it ends on the completion of the Transaction unless terminated earlier in accordance with this Client Authorisation. The client is required to stipulate the specific authority on this form in part 3 under – other instructions.

## 7. Revocation of Authority

7.1 This client's Authority to Trade or Transfer Eligible Transferable Water Rights and Authority to Act as an Agent may be revoked by either the Client or the Intermediary giving notice in writing to the other that they wish to end this Client Authorisation.

## 8. Privacy and Client information

8.1 The client acknowledges that information relating to the client that is required to complete or process the transaction(s), including the client's personal information, may be collected, stored and used by, and disclosed to, stored and used by:

- a. the Water Market Authority.
- b. relevant Water Registry.
- c. the Intermediary; and
- d. third parties (who may be located overseas),

involved in the completion or processing of the transaction(s), for the purpose of completing and processing the transaction(s) or as required by law.

Initials:

- 8.2 The client consents to the collection, disclosure, storage and use of information relating to the client as acknowledged under regulation 5.16.
- 8.3 The information in this form is collected in accordance with Regulations 5.08, 5.10, 5.11 of Water Markets Intermediaries Code under Part 5 of the Water Regulations 2008 (Cth).
- 8.4 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the Intermediary internal policies and procedures.

## 9. Conflict of Interest

- 9.1 As stated in paragraph 2.2(b) an intermediary must provide in writing all conflicts of interest in accordance with regulation 5.05.
- 9.2 Intermediaries must disclose if they or a related party of theirs have a conflict of interest with a client (or proposed client) or will have a conflicting interest as a consequence of providing the relevant water markets intermediary services.
- 9.3 This includes where an intermediary or a related party of the intermediary receives, or expects to receive, a commission, fee or other benefit from a person other than the client (or proposed client) in relation to the provision of the service.
- 9.4 The disclosure of the conflict of interest must be in writing and include the nature of the conflicting interest and the circumstances that give rise to it.
- 9.5 If the conflicting interest exists before the intermediary begins to provide the service, the disclosure must be made before providing the service. Otherwise, the disclosure must be made as soon as practicable after the intermediary first becomes aware of the conflicting interest.
- 9.6 The intermediary must request that the client (or proposed client) confirm in writing that the disclosure has been received.
- 9.7 An exception to this regulation is provided where a related party of the intermediary has, or will have, a conflicting interest, if the intermediary does not know, or could not reasonably have been expected to know, that the related party has, or will have, the conflicting interest.
- 9.8 In accordance with regulation 5.06 there is a prohibition on an intermediary from providing water markets intermediary services:
- if the intermediary or a related party, has an interest in the eligible tradeable water rights which are proposed to be traded or transferred. If an intermediary (other than an IIO) does not use the services of a non-related intermediary when they are proposing to trade eligible tradeable water rights in which they or a related party has an interest, then the intermediary must disclose in writing to any prospective counterparty that:
    - the intermediary, or a related party of the intermediary has an interest in the rights,
    - the intermediary cannot provide intermediary services to the counterparty in respect of these eligible tradeable water rights,
    - the counterparty is not the client of the intermediary, and
    - the protections under the Water Markets Intermediaries Code may not apply.

## 10. Meaning of words used in this Client Authorisation

- 10.1 In this Client Authorisation, capitalised terms have the meaning set out below:
- Capacity means the role of the signatory (for example an attorney or a director of a company).
  - Client means the person or persons named in this Client Authorisation.
  - Intermediary is the water broker named in this Client Authorisation who acts on behalf of the Client with respect to the Transaction/s.
  - Personal Information has the meaning given to it in the Privacy Act 1988 (Cth).
  - Specific Authority means an authority for the Intermediary to act for the Client in completing the Transactions described in this Client Authorisation.
  - Standing Authority means an authority for the Intermediary to act for the Client as described in this Client Authorisation for the period of time or number of trades set out in this Client Authorisation.
  - Water Registry means the body that maintains the register of water rights which may be a different person to the Water Market Authority.
  - Water Market Authority means, in relation to the Water Right:
    - The organisation authorised under the law governing the Water Right to approve, allow, or register the trade or transfer the subject of this Client Authorisation; and/or
    - The irrigation infrastructure operator that approves, allows or registers the trade or transfer the subject of this Client Authorisation.

## 11. Water Markets Intermediary Services Provided

- 11.1 We provide the following water markets intermediary services to clients:
- Facilitation of temporary and permanent water allocation trades;
  - Brokerage of water entitlements and allocations between parties;
  - Advisory services on water market trends and trading strategies;
  - Lodgement of trade applications with relevant water authorities;
  - Assistance with intervalley trade applications and approvals; and
  - Holding and management of water allocations through broking water accounts.

## 12. Intervalley Trade Opening Transfers

- 12.1 For trades requiring an intervalley trade opening, we will process transfers chronologically based on:
- The time and date of full trade documentation submission; and
  - Compliance with any basin-specific trade rules or caps.
- 12.2 Where limited capacity is available; trades are submitted in order of receipt unless otherwise directed by regulatory guidance.

## 13. Dealing with Non-Transferrable Water Rights in a Broking Water Account

- 13.1 If eligible tradeable water rights cannot be transferred due to regulatory restrictions or recipient ineligibility:
- We will notify the client immediately.
  - The water rights will be held in trust within the broking account until alternative instructions are received.
  - We may assist in reassigning or re-trading the water rights as instructed by the client.
  - No trade will be completed without the lawful entitlement of the recipient being verified.

## 14. Enforcement Action in the Last 3 Years

- 14.1 As of the date of this statement, we report the following enforcement actions over the past three years:
- Date: Nil Enforcement Action have been imposed
  - Enforcement Action: Nil Enforcement Action
  - Outcomes: Nil Enforcement Action

Initials:



## Complaints Handling Policy

This Complaints Handling Policy and Procedure has been produced by Water Exchange Australia Pty Ltd trading as Wilks Water.

### 1. Purpose

- 1.1. This policy is intended to ensure that we handle complaints:
  - a. Fairly, efficiently and effectively; and
  - b. In compliance with our obligations as a member of the Australian Water Brokers Association; and
  - c. In compliance with our obligations under provision 5.09 of the Water Markets Intermediaries Code under Part 5 of the Water Regulations 2008 (Cth) ("Code").
- 1.2. This policy applies to all complaints from any client on whose behalf we have provides a service in exchange for a commission or fee.
- 1.3. For the purposes of this policy, Water Exchange Australia Pty Ltd trading as Wilks Water will be referred to as the Intermediary.

### 2. Process of Submitting a Complaint

- 2.1. As a client you have a right to make a complaint if you are dissatisfied with us or one of our staff or the services we have or have agreed to provide to you.
- 2.2. If you have a complaint, you should firstly contact the Intermediary and advise them of your complaint. You may do this over the phone or in writing, either by email or post.
- 2.3. If the complaint is not received in writing, the Intermediary will make a written record of the complaint as soon as practicable after the complaint is received.
- 2.4. If you do not feel comfortable dealing directly with your Intermediary, you can also lodge a complaint with our Complaints Officer, or other appropriate person within the organisation by email to [opsmgr@wilkswater.com.au](mailto:opsmgr@wilkswater.com.au) or post to PO Box 5633, Wagga Wagga NSW 2650.
- 2.5. Should you wish for someone to act on your behalf in making a complaint, you can nominate a representative or advocate. Representatives might include financial counsellors, your accountant or legal representatives. For privacy reasons we may need your consent to discuss your circumstances with them.

### 3. What happens after you lodge a complaint?

- 3.1. We will act in good faith in dealing with the complaint and make a genuine effort to resolve the complaint within 20 business days.
- 3.2. We will acknowledge your complaint in writing within two (2) business days of receiving the complaint and provide you information about the process we will follow in dealing with the complaint. We may seek further information from you.
- 3.3. Where you have made the complaint verbally, we will provide you with a copy of our written record of the complaint. You may correct that record if you do not believe it correctly reflects your complaint.
- 3.4. Within 10 business days of receiving your complaint, we will give you a written response that specifies the actions we propose to take to resolve the complaint.
- 3.5. Within 5 business days of the completing the process for dealing with the complaint we will give you written notice of the outcome of that process.
- 3.6. If you are not satisfied with the outcome, you may seek advice regarding your rights under the Code or the Australian Consumer Law from a legal or other professional.

### Contact Details

For further information or to request copies of relevant legislative provisions, visit our website at [www.wilkswater.com.au](http://www.wilkswater.com.au) or contact:

Water Exchange Australia Pty Ltd trading as Wilks Water  
67 Trail Street  
WAGGA WAGGA NSW 2650  
Phone: 02 6931 8522  
[opsmgr@wilkswater.com.au](mailto:opsmgr@wilkswater.com.au)  
ABN 86 120 711 104

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