

Broker Trade Reference Number:

Water Trading Form

Pursuant to clause 5.10 and 5.11 of the *Water Markets Intermediaries Code*

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:		Email ☐	Phone ☐

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:		Email ☐	Phone ☐

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.

Standard Temporary Trade	Standard Permanent Trade
• 3% Selling Fee* – Based on water value - Seller	• 3% Selling Fee* – Based on water value - Seller
• \$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)	☐	Surface Water	☐	Groundwater	☐
Supplementary	☐	Carryover Space	☐	Forward Water	☐
Deferred	☐	Lease	☐		
Permanent Entitlement	☐	High Security	☐	General Security	☐
		Supplementary	☐		
Water Source				Zone	
Wet	☐	Dry	☐	ML	
			Desired Sale Price (\$)	Expiration Date of Water Trade Order	
Other trade instructions					
Is this trade instruction exclusive to Wilks Water? Tick as appropriate		☐ Yes – It is only listed with Wilks Water		☐ No – it has been listed with other brokers	

☐ I/we agree to advise Wilks Water ASAP should the above Water Trade request be no longer valid or withdrawn from the market.

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

1. Licence Number	Name on Licence		
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

Terms of this Client Authorisation

1. What is Authorised

- 1.1 The Client authorises the Intermediary, Water Exchange Australia Pty Ltd trading as Wilks Water, to act an agent of behalf of the Client and provide water markets intermediary services as set out in the Client Authorisation.
- 1.2 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.
- 1.3 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).
- 1.4 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.
- 1.5 The client authorises the Intermediary to disburse the proceeds of the Transaction at settlement in accordance with their respective Sale and Purchase documentation.

2. Revocation

- 2.1 This Client Authorisation 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.

3. Privacy and Client information

- 3.1 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.
- 3.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 3.1.
- 3.3 The information in this form is collected in accordance with section 5.10 of Water Markets Intermediaries Code under Part 5 of the Water Regulations 2008 (Cth).
- 3.4 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 3.1(a) to (d).

4. Conflict of Interest

- 4.1 An Intermediary is required to disclose conflicts of interest, where the interests of a client and the Intermediary or two or more clients are adverse or conflicting.
- 4.2 The Intermediary must disclose the circumstances which give rise to the conflict before giving providing the intermediary services.
- 4.3 A prohibition on an intermediary from providing water markets intermediary services:
 - a. 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
 - i. the intermediary, or a related party of the intermediary has an interest in the rights,
 - ii. the intermediary cannot provide intermediary services to the counterparty in respect of these eligible tradeable water rights,
 - iii. the counterparty is not the client of the intermediary, and
 - iv. the protections under the Water Markets Intermediaries Code may not apply.

5. Meaning of words used in this Client Authorisation

- 5.1 In this Client Authorisation, capitalised terms have the meaning set out below:
 - a. Capacity means the role of the signatory (for example an attorney or a director of a company).
 - b. Client means the person or persons named in this Client Authorisation.

Initials:

- c. Intermediary is the water broker named in this Client Authorisation who acts on behalf of the Client with respect to the Transaction/s.
- d. Personal Information has the meaning given to it in the Privacy Act 1988 (Cth).
- e. Specific Authority means an authority for the Intermediary to act for the Client in completing the Transactions described in this Client Authorisation.
- f. 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.
- g. Water Market Authority means, in relation to the Water Right:
 - i. 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
 - ii. The irrigation infrastructure operator that approves, allows or registers the trade or transfer the subject of this Client Authorisation.

6. Client Statement – Water Markets Intermediary Services

- 6.1 This statement is provided in accordance with the requirements under *Water Markets Intermediaries Code* under Part 5 of the *Water Regulations 2008 (Cth)* and the *Australian Consumer Law* to ensure transparency and accountability in water markets intermediary services.

7. Water Markets Intermediary Services Provided

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

8. Intervalley Trade Opening Transfers

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

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

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

10. Water Markets Intermediary Obligations

- 10.1 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**)

11. Obligations under the Code

- 11.1 Under the Code we are obligated to:
 - a. Place the client’s interest before our interests or the interests of a related party of ours (section 5.03);
 - b. Represent the interests of our client diligently and with due care and skill (section 5.03);
 - c. Act in accordance with a client’s lawful instructions (section 5.03), with an exception where;
 - i. acting in accordance with lawful instructions does not represent the interests of a client diligently and with care and skill;
 - d. Not use or disclose your confidential information without your authority or unless compelled to or allowable by law (section 5.03(4));
 - e. Deal fairly, honestly, in good faith and act in the best interest of clients (section 5.04);
 - f. Maintain accurate records of water trades and transactions including water broking accounts and statements of water broking accounts (section 5.12);
 - g. Disclose conflicts of interest, and where there is a material personal interest, we must not provide services to a client and notify the client in writing as soon as the conflict of interest is in existence (sections 5.05 and 5.06);
 - h. To hold and maintain professional indemnity insurance that covers the provision of services to clients and complies with other requirements under the Act, and to keep records of this insurance for six years (section 5.14);

Initials:

- i. Deal with client complaints in good faith and following a documented process. Moreover, make genuine attempts to resolve complaints and communicate and respond to complaints within the required timeframes (section 5.09);
- j. Obtain written authority from each person who owns or otherwise has a legal or other interest in the relevant water rights before trading or transferring water rights (section 5.10);
- k. Obtain written authority from a client to act as the client's agent (section 5.11);
- l. To hold and keep for a period of 6 years all required client records relating to instructions and details of trades, as well as financial and accounting records relating to the client (section 5.16);
- m. Hold and maintain client ledgers for statutory trust accounts and water broking accounts, and make available to a client upon request (section 5.17 and section 5.18);
- n. If we are investigating trading possibilities for tradeable water rights, we will provide the following information in writing before providing service to the client (if not provided by the client): identify the water rights; whether we are buying or selling on a client's behalf; the volume (and any splits) of water rights (in megalitres); the price or range or price for the volume; how a client's instructions may expire or be rescinded; and conditions of the service including exclusivity/non-exclusivity (section 5.08 (2 (d)));
- o. Prior to commencing services advise in writing whether tradable water rights are to be held in a broking water account (section 5.08 (e)); and
- p. Advise in writing of the outcome (or any delays or rejections) of any application to a water market authority within 2 days. (section 5.08(f)).

12. Obligations under the Australian Consumer Law

12.1 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).

12.2 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 will be completed in a reasonable time (section 62) if no time frame is specified.

13. Enforcement Action in the Last 3 Years

13.1 As of the date of this statement, we report the following enforcement actions over the past three years:

- a. Date: Nil Enforcement Action have been imposed
- b. Enforcement Action: Nil Enforcement Action
- c. Outcomes: Nil Enforcement Action

Contact Details

For further information or to request copies of relevant legislative provisions, visit our website at 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
ABN 86 120 711 104

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 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 30 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.

Effective Date: 01 July 2025
Review Date: 01 July 2025

Initials: