

## EXPLANATORY NOTES

### 1. *Purpose of this licence*

- a) This is a licence to take and use water from the Coliban Rural System. It is granted to the Licensee by the Authorising Officer on behalf of the Coliban Region Water Corporation (Coliban Water). It is granted subject to the conditions in Schedule 2.
- b) This licence shall commence on the date set out in Schedule 1, and continue for the term of the licence unless otherwise terminated under the provisions of this licence or the Water Act 1989.
- c) Subject to the conditions contained in Schedule 2, the Licensee may take and use water from the works of Coliban Water, in the volume and upon the lands as specified in Schedule 1.
- d) Subject to the provisions of the Act and in accordance with the administrative procedures of Coliban Water, the Licensee may temporarily or permanently transfer the whole or any part of the licence volume.
- e) The Licensee may apply to Coliban Water at any time to renew the licence.

### 2. *Supply system*

- a) Note that this is a licence to 'take and use' water from particular outlets on the Coliban Rural System. While Coliban Water will make all reasonable efforts to supply water to meet the Licensee's requirements during the supply period, the licence does not guarantee that the source of water (supply channel or pipeline) will be available each year or for the full period of the licence.
- b) The following notes apply only to customers who take water from restricted channels or pipelines. Schedule 1 on page 1 of this licence shows the status of your channel or pipeline.
  - i) Ongoing rationalisation of the Coliban Rural System may see some supply channels and pipelines close permanently. Licensees will be kept informed of the status of their source of supply. If their outlet is on a channel or pipeline identified for possible closure they are advised to carefully consider future development on the property, which would depend on a long-term water supply from the Coliban Rural System.
  - ii) Coliban Water will give written notice of its intentions to permanently close any channel or pipeline. The notice will be three years in advance unless all affected customers agree to an earlier closure. During the three years Coliban Water will, in consultation with Customers, investigate the possible options for alternative water supply.

### 3. *Water quality*

- a) Water from the Coliban Rural System is not treated, and it is not suitable for human consumption or domestic use.

## SCHEDULE 2

### CONDITIONS

#### 1. ***The Licensee shall:***

- 1.1 construct and maintain in efficient working order and to the satisfaction of Coliban Water all works and equipment required to take and use water under this licence;
- 1.2 take water only in accordance with this licence;
- 1.3 take water only through an approved service outlet by the method approved by Coliban Water;
- 1.4 during delivery of water, maintain a free flow of water through the service outlet;
- 1.5 where Coliban Water requires a meter, take water only through the meter;
- 1.6 own and be responsible for the water received from the service outlet;
- 1.7 when required by Coliban Water give two days' notice of the intention to take water;
- 1.8 pay the annual charges for the supply of water under this licence as are fixed and billed from time to time by Coliban Water; and
- 1.9 ensure that the use of the water does not have an adverse effect on the environment.

#### 2. ***The Licensee must not:***

- 2.1 without the prior consent of Coliban Water, interfere with, disconnect or remove any meter used for the purpose of this licence;
- 2.2 obstruct or interfere with the flow of water in or from Coliban Water's works; and
- 2.3 without the prior consent of Coliban Water, use the water received on any land other than described in Schedule 1.

#### 3. **Reduction or cessation of supply:**

- 3.1 Coliban Water may give notice to the Licensee to -
  - 3.1.1) reduce the quantity of water taken during such period or periods and to such an extent as Coliban Water directs; or
  - 3.1.2) cease taking water during such period or periods as Coliban Water directs; or
  - 3.1.3) cease taking water entirely.
- 3.2 Any notice given under this licence shall be sufficiently given if it is -
  - 3.2.1) given verbally to the Licensee by an authorised officer of Coliban Water; or
  - 3.2.2) forwarded by post to the Licensee at the address contained in Coliban Water's records; or
  - 3.2.3) published in a newspaper generally circulating within the district of Coliban Water or broadcast on a radio or television station transmitting within the district.

#### 4. **Sales Water**

- 4.1 Coliban Water may at any time authorise the Licensee to take water to a greater extent (sales water) than that specified in Schedule 1 subject to payment by the Licensee of charges in addition to the charges payable under clause 1.8 and in accordance with any conditions Coliban Water specifies.

**5. Measurement of water**

- 5.1 Coliban Water may require the Licensee to use a metering device approved by Coliban Water for the purposes of this licence. Any such device with all fittings shall be installed at the cost of the Licensee by or under the supervision of Coliban Water. Any such devices shall be the property of Coliban Water.
- 5.2 Where water taken is not measured by a meter, or where a meter has been removed, malfunctioned or Coliban Water is satisfied it has failed to operate correctly; Coliban Water may compute the volume of water supplied to the Licensee using any method adopted by Coliban Water.

**6. Interpretation**

- 6.1. For the purposes of this licence the supply period means such periods of the year prescribed by Coliban Water during which the Licensee may by arrangement take water under this licence.
- 6.2. Coliban Water is not under any obligation to supply water of any specified quality under this licence.

**7. Additional Conditions**

- 7.1. Nil.