

bound to supply any specific quantity of water or to make supply during specific hours on any day and be liable to any penalty or damages for not supplying water at all or for supplying a deficient quantity thereof.

4. The Consumer shall pay to the Trust on the signing of this Agreement a headworks levy of Ten thousand dollars in respect of the first stage of the development of 25 allotments on the said land. Further payments of the headworks levy will become due when a subsequent stage is commenced, the amount of such payment to be calculated by multiplying 25 (representing the next stage allotments) by the allotment headworks levy as fixed by the Trust from time to time.

5. Should the Consumer elect to increase supply to the development by pumping, the details of such works shall be subject to approval by the Trust, and the full cost of the works shall be financed by the Consumer, and shall be supervised by the Trust's Engineers.

6. The Consumer shall provide and install to the Trust's approval a meter for registering the quantity of water supplied and the meter shall remain the property of the Trust.

In the early stages of development the meter may not register accurately and an estimate of water supplied will be made by a responsible Officer of the Trust by intermittent filling of a storage tank within the development or by other approved methods, and the Consumer shall be deemed to have been supplied with the quantity of water so estimated and shall pay for such quantity at the rate and in the manner, hereinafter provided.

7. (a) The Consumer will pay to the Trust a minimum charge for the supply of water to the property on the first day of October in each year during the currency of the agreement calculated as follows:-

the number of buildings on the property multiplied by the charge fixed for the supply of water to non rateable properties from time to time by the Trust.

(b) The maximum quantity of water to be supplied in any year without further charge is hereby fixed as a quantity (hereinafter referred to as the "allowance") which if charged at the rate as fixed by the Trust from time to time for the Kyneton Urban District would give an amount equal to the minimum charge as calculated pursuant to clause 7(a).

(c) For all water supplied in any year in excess of the maximum quantity referred to in clause 7(b) the charge will as be fixed by the Trust from time to time for the Kyneton Urban District.