

Checklists—Horticulture produce agreement

Checklist for agents

	Yes	No
1. If you trade in horticulture produce with a grower, do you have a written horticulture produce agreement signed by both parties?	<input type="checkbox"/>	<input type="checkbox"/>
2. If the agreement is for 90 days or more, have you requested—and has the grower provided you with—a legal advice statement as required by the Horticulture Code?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the agreement contain all the information that must be included in a horticulture produce agreement, as required by the Horticulture Code?	<input type="checkbox"/>	<input type="checkbox"/>

In order to comply with the Horticulture Code, you must include the following information in a horticulture produce agreement, as a minimum:

- that you are acting as an **agent** under the agreement
- any requirements you have regarding the **delivery** of produce by the grower
- any circumstances where you may **reject** horticulture produce delivered by the grower¹³
- the period within which you must **advise** the grower **in writing** of the rejection of produce, and the reasons for the rejection
- details of **insurance** (if any) for horticulture produce under the agreement
- the process for **varying** the agreement
- the **length of time** of the agreement, if it is only for a limited time
- the **contact details** of the person **you** should contact if there is a **dispute** under the agreement or Horticulture Code
- the **contact details** of the person the **grower** should contact if there is a dispute under the agreement or Horticulture Code
- the process for **terminating** or **ending** the agreement.

4. If the horticulture produce agreement includes any other terms and conditions agreed between you and the grower, are these consistent with the Horticulture Code?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you are trading under the agreement as an agent, does the agreement contain the additional matters outlined in the Horticulture Code?	<input type="checkbox"/>	<input type="checkbox"/>

When you trade as an agent under the horticulture produce agreement, the agreement must specify the following additional information:

- when you will **pay** the proceeds of a sale of the grower's produce to the grower

	Yes	No
<ul style="list-style-type: none"> the reporting period for the agreement (i.e. the period for which you will provide a statement to the grower in relation to produce received and sold) the time period within which you will give the grower a statement for the reporting period (i.e. how soon after the reporting period ends must the statement be provided to the grower) the basis on which your commissions or fees are calculated (e.g. whether they are calculated on a fixed or percentage basis) and the specific rates or amounts of the commission or fees whether payment of any commissions, fees or extra costs is contingent on the produce being sold or any other event (e.g. the agreement may stipulate that the grower will still have to pay a fee to the agent even if you do not sell the produce) whether you will pursue bad debts owing to the grower arising under the agreement whether the grower will have a role in the pursuit of bad debts. 		
6. Have you included a cooling-off period in the agreement (which is no less than seven [7] days)?	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <p>13 The trader must immediately advise the grower by telephone, fax, email or other electronic means that the produce has been rejected.</p>		