

## Checklist for merchants

	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 a **merchant** 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 grower<sup>14</sup>
- 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 the **grower** should contact if there is a dispute under the agreement or Horticulture Code.

	Yes	No
<ul style="list-style-type: none"> <li>the contact details of the person the grower should contact if there is a dispute under the agreement or Horticulture Code</li> <li>the process for <b>terminating</b> or <b>ending</b> the agreement.</li> </ul>		
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 a <b>merchant</b> , does the agreement specify the additional matters required by the Horticulture Code?	<input type="checkbox"/>	<input type="checkbox"/>
<p>When you trade as a <b>merchant</b> under the horticulture produce agreement, the agreement must specify the following additional information:</p> <ul style="list-style-type: none"> <li>whether the price for the produce will be agreed either <b>before</b> or <b>immediately upon</b> delivery</li> <li>when you will <b>pay</b> for purchasing the produce (e.g. how many days after delivery)</li> <li>the <b>reporting period</b> for the agreement (i.e. the period for which you will provide a report to the grower in relation to produce received)</li> <li>the time period within which you will give the grower a statement for the reporting period.</li> </ul>		
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"/>

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14 The trader must immediately advise the grower by telephone, fax, email or other electronic means that the produce has been rejected.