

Horticulture Produce Agreement – Merchant Schedule

SECTION A – DETAILS OF GROWER												
Grower Business / Trading Name												
ABN			-				-				-	
Commencement of Date of HPA												
Warranty	The Grower listed above is the grower of the Produce <input type="checkbox"/>											
Grower Contact												
Postal Address												
	Suburb:					State:			Postcode:			
Street Address												
	Suburb:					State:			Postcode:			
Telephone	Bus:				Fax:				Mobile:			
Email												
Banking Details	Account Name:					Bank:			Branch:			
						BSB:			A/C No:			
Mobile number of Merchant that the Grower must send electronic acceptance of the terms of the Terms of trade, HPA and this Schedule to:						Mobile - 0420 921 852			Email – rachel@bgbrisbane.com.au			

By signing or accepting of this Schedule in writing I/we, for and on behalf of and with the authority of the Grower, agree that I/we have read and understood the attached Horticulture Produce Agreement and that upon such signing or acceptance of the Horticulture Produce Agreement the Grower will be bound by the terms of it, this Schedule and any relevant Terms of Trade and that a formal contract shall be deemed constituted between the Merchant and the Grower. By signing or acceptance of this Schedule, I/we also acknowledge, for and on behalf of and with the authority of the Grower, the recommendation set out in Section C below.

EXECUTED by the Merchant

Director – Anthony Gribben

Director – Vince Mailli

Where the Merchant is a partnership or other form of joint operation, all of the individuals or entities should sign.

EXECUTED by GROWER

Individual Grower (where the the Grower is an Individual)
Sign above

Director (where the Grower is a a company)
Sign above

Director/Company Secretary
Sign above

Where the Grower is a partnership or other form of joint operation, all of the individuals or entities should sign.

SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT

1. PRICE

The amount to be determined using the formula [Sales Price less a Margin], where

Sales Price means the price at which the Merchant sells the Produce to a third party; and

Margin means an amount expressed as a percentage which the Merchant will deduct from the Sale Price when calculated as a gross return to the Grower being not more than 30%.

2. PAYMENTS (Clause 4.1(a))

Payment will be made no later than 30 Business Days from the end of the Week during which the relevant Produce is received by the Merchant.

3. SPECIFICATIONS (Clause 5)

As at the date of this Schedule being provided to the Grower, the Produce must comply in all respects with:

- FreshSpecs Produce Specifications.

For details of Produce Specifications please refer to either Websites;

BG Brisbane – www.bgbrisbane.com.au or

Fresh Markets Australia Website - www.freshmarkets.com.au/fresh-specs

- Or other specifications notified by the Merchant to the Grower during the term of the HPA.

4. REPORTING PERIOD (Clause 4.4)

Reporting Period:	Saturday – Friday (one week)
Statement Period:	Within 30 Business Days from the end of the relevant Reporting Period

5. SERVICES (Clause 4) – *Should the Produce supplied under these Terms be subsequently Delivered and sold to the Merchant, the Merchant reserves the right to waive all or part of the charges otherwise applying under these Terms.*

Type of Service	Price (Inclusive of GST)*
Warehousing	\$19.50 (per pallet/per day)
Repacking	\$3.00 (per package)
Delivery	\$250.00 (per pallet)
Conditioning/ripening	\$95.00 (per pallet)
Unloading	\$12.10 (per pallet)
Early Payment (before specified in the HPA)	\$25
Inspection Report (for Rejected consignments)	Price as set by Market Information Services
MRL & Microbial Testing	Price as set by Freshtest Australia

*GST is payable by the Merchant as applicable.

SHOULD THE PRODUCE SUPPLIED UNDER THESE TERMS BE SUSEQUENTLY DELIVERED AND SOLD TO THE MERCHANT, THE MERCHANT RESERVES THE RIGHT TO WAIVE ALL OR PART OF THE CHAGES OTHERWISE APPLYING UNDER THESE TERMS.

6. DISPUTE RESOLUTION (Clause 14) & NOTICE DETAILS

Grower's Contact			
Name			
Postal Address			
	Suburb:	State:	Postcode:
Phone			
Fax			
Email			

Merchant's Contact			
Name	Rachel Savage		
Postal Address	PO Box 2		
	Suburb: Rocklea	State: QLD	Postcode: 4106
Phone	07 3915 4531		
Fax	07 3915 4540		
Email	rachel@bgbrisbane.com.au		

7. COOLING OFF (Clause 19)

Cooling off Period	Number of Days: 7 (please note that the Code requires at least 7 days cooling off to be provided)
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8. INSURANCE (Clause 2.3) (if applicable)

Insurer	
Maximum amount of insurance cover provided by the policy in respect of claims that may be made	
Defined events covered by insurance	

If the above table is left blank the Merchant does not hold insurance for Produce required to be Disclosed for the purposes of the Code.

SECTION C – INDEPENDENT LEGAL ADVICE

The Merchant recommends that the Grower seeks independent legal advice in relation to the Horticulture Produce Agreement prior to it being entered into between the Merchant and Grower.

