

Orchard Services Agreement

This is a template developed by **New Zealand Kiwifruit Growers Incorporated – NZKGI** to outline services provided by contractors in your orchard. Please read through and send desired amendments to crazyhorseorchard@gmail.com

The Orchardist	Company Name	
	Address	
	Contact Person/s	
	Contact Number	
	Email	
	Global GAP Number	

The Contractor	Company Name	Greenleaf Services Ltd
	Address	PO Box 5451, Mount Maunganui - 3150
	Contact Person/s	Steve Cully / Giuliani Castagna
	Contact Number	027 272 07 99 / 027 448 32 25
	Email	crazyhorseorchard@gmail.com
	GAP / CAV / PMO Number	PMO140-C02070
	CAV Expiry Date	02 September 2026

The Orchard	Orchard Name	
	Address	
	KPIN	
	Variety	
	Canopy Area	

Agreement	The Contractor is responsible for providing the Services to the Orchardist in accordance with the terms and conditions set out in this Agreement			
Length of Agreement	This Agreement, unless cancelled earlier, is for the period: to			
Services to be Provided "Services" 1. <i>Cross out any services that do not apply</i> 2. <i>Insert due date for date-specific services</i>	<i>Winter pruning</i>	<i>Male pruning</i>	<i>Summer pruning</i>	<i>Girdling</i>
	<i>Thinning</i>	<i>Grafting</i>	<i>Harvest / picking</i>	<i>Root pruning</i>
	<i>Spray application</i>	<i>Weed spraying</i>	<i>Fertiliser application</i>	<i>Compost application</i>
	<i>Supply of beehives</i>	<i>Pollen application</i>	<i>Mowing and mulching</i>	<i>Shelter maintenance</i>
	<i>Repair and maintenance of orchard structures</i>	<i>Pest monitoring</i>	<i>Crop estimation</i>	<i>Maturity clearance</i>
	<i>Mapping</i>	<i>Irrigation</i>	<i>Infrastructure development</i>	<i>Other:</i>
Special Directions for Performing Services	Refer to Appendix 1 for details of the required timeframes, performance, and quality standards for the Services.			
Payment	Applicable rates for the Services are listed in Appendix 2.			

Contractor's Obligations	<ol style="list-style-type: none"> 1. The Contractor represents and warrants to the Orchardist that it is fully experienced and properly qualified, licensed, equipped, organised and financed to perform and complete the Services and will at all times ensure that the Services are carried out in accordance with kiwifruit industry best practices. Where applicable, the Contractor will perform the Services to the level and specifications set out in Appendix 1. 2. The Contractor will use its best endeavours to complete the Services within the time frames specified by the Orchardist, following all reasonable directions and instructions given by the Orchardist. 3. The Contractor will comply with the GLOBAL G.A.P. and GRASP standards at all times during the term of this Agreement and provide the Orchardist with a valid Compliance Assessment Verification (CAV) before providing Services for which a CAV is required by Zespri. The Contractor shall ensure that all Services are provided in accordance with GLOBAL G.A.P and GRASP requirements. 4. The Contractor agrees to strictly adhere to and observe all the Orchardist's policies and procedures while on the Premises of the Orchardist. Policies include (but not limited to), those concerning health and safety, food safety, and human rights. 5. The Contractor warrants that it holds, and for the term of this Agreement will continue to hold, all licences and qualifications which may be necessary in order to perform the Services. 6. The Contractor will comply with all relevant laws and regulations that apply to the Contractor and to the provision of the Services. 7. The Contractor agrees that workers employed by the Contractor are not employees of the Orchardist. 8. The Contractor will ensure all workers have written employment agreements, are paid in accordance with New Zealand law, are paid all wages due and are legally entitled to work in New Zealand. 9. The Contractor shall immediately on request give the Orchardist the full name and date of birth of the worker and provide a photocopy of the worker's work permit or proof of NZ citizenship or residency, in accordance with Principle 6 of Privacy Act 2020. 10. The Contractor acknowledges it is responsible and liable for payment of all taxes, assessments and levies (including Accident Compensation levies), in respect of amounts paid to the Contractor under this Agreement. 11. The Contractor indemnifies the Orchardist in respect of liabilities, costs and expenses (including full costs between solicitor and client), claims or demands incurred by the Orchardist, arising out of or in conjunction with the Services of this Agreement. 12. When the Contractor sub-contracts any work being carried out for the orchardist, they shall notify the orchardist that a sub-contractor will be used and provide them with a copy of the Sub-contractor's CAV.
Audit	<ol style="list-style-type: none"> 1. The Orchardist can request at any time to view documentation that provides evidence that the Contractor is adhering to the Zespri GAP and GRASP standards. This can be in the way of viewing payslips, timesheets, employment agreements and employment eligibility verification. The Orchardist will not retain any documentation presented. 2. This audit process will be done in accordance with the Privacy Act 2020.

Health and Safety	<ol style="list-style-type: none"> 1. Prior to commencing Services, the Contractor, as the technical expert in the work activity, is best placed to ensure the management of the health and safety risks is adequate. 2. The Contractor warrants that all Services supplied pursuant to this Agreement will comply with the requirements set out in Appendix 1 and the Health and Safety at Work Act 2015. The Contractor will not make any changes to any Service and, in particular, the method of providing the Services, without the Orchardist's prior written consent. <ol style="list-style-type: none"> 1. The Contractor will: <ol style="list-style-type: none"> a) Implement and comply with their Health and Safety Plan; b) Ensure that all plant and machinery brought onto the orchard is well maintained, in safe condition and where relevant inspected and certified safe for use. (i.e. vehicles with current WOF, electrical gear tested and tagged); c) Take so far as is reasonably practicable steps to ensure the safety of all persons under the Contractor's control and third parties in connection with the performance of the Services; d) Ensure that it and all of its workers (including any sub-contractors) comply with the Health and Safety at Work Act 2015, and all other applicable legislation and regulations; e) Provide sufficient skilled and suitably qualified personnel to perform the Services; and f) Promptly notify the Orchardist of any accident or injury which occurs in relation to the provision of the Services. 2. When performing the Services the Contractor shall ensure that there is always one person currently trained in First Aid on the Orchard and that best practice hygiene standards are maintained. 3. The Contractor shall perform the Services in accordance with its own GAP and GRASP systems subject always to compliance with this Agreement and the Health and Safety at Work Act 2015. 4. Failure by the Contractor to comply with its health and safety obligations may result in this Agreement being terminated immediately. 5. To the extent permitted by law, the Contractor indemnifies and shall keep indemnified the Orchardist against all costs, damages, loss and expenses incurred or suffered by the Orchardist arising out of any breach by the Contractor of the health and safety requirements of this Agreement.
Biosecurity	<ol style="list-style-type: none"> 1. The following biosecurity practices are to be followed on the Orchard: <ol style="list-style-type: none"> a) All staff vehicles to be parked off the Orchard or in designated parking areas. b) All staff to be advised of the hygiene practices that have been agreed upon by the Orchardist. c) All work to stop in wet weather unless agreed prior. 2. No plant material to be brought onto the orchard without prior consent of the orchardist. Where plant material is supplied, traceability records, which identify source and destination orchards must be maintained. 3. Unusual symptoms or suspected biosecurity threats are to be reported. 4. The contractor agrees to develop, maintain, and strictly adhere to a comprehensive Biosecurity Plan ("Plan") for the duration of this Agreement. The Plan must relate to the activities being undertaken, and identify potential biosecurity risks the business activity and workers bring, and identify steps taken to manage these risks. These will include biosecurity hygiene practices, and staff awareness and training programmes appropriate to the level of risk

	<p>they pose. The Plan's aim is to prevent the introduction, establishment, and spread of pests, diseases, and other harmful organisms within the Orchardist's premises.</p> <ol style="list-style-type: none"> 5. Template reference: The Contractor can access templates for the plan from https://kvh.org.nz/protocols-movement-controls/contractors The Contractor must ensure the Plan is tailored to the needs of kiwifruit orchards and include any Orchard specific requirements. The Contractor must communicate agreed requirements to workers and ensure these are being met. 6. The Contractor Biosecurity Plan must be reviewed annually by the contractor. Contractors registered in the Zespri Global G.A.P Contractor Programme, will hold a CAV, which confirms GAP and Pathway Plan biosecurity requirements have been met. 7. Non-CAV contractors must provide evidence that they hold a suitable biosecurity plan if requested. The Orchardist reserves the right to request modifications to the Plan to ensure that it meets their standards and addresses specific biosecurity risks pertinent to their Premises.
Orchardist's Obligations	<ol style="list-style-type: none"> 1. The Orchardist agrees to provide the Contractor with access to the Orchard property to carry out the Services. 2. The Orchardist will provide clear instructions for the Services. The Orchardist will endeavour to be available to answer questions and clarify issues notified by the Contractor. 3. The Orchardist agrees to pay the Contractor in accordance with Appendix 2. 4. The Orchardist agrees to meet their obligations under the Health and Safety at Work Act 2015 including but not limited to providing the Contractor with all health and safety information pertaining to the Orchard including permanent and temporary hazards that may impact on the Contractor. 5. The Orchardist shall provide the Contractor with copies of, or access to, policies and procedures prior to the commencement of the Services. Policies include (but not limited to), those concerning health and safety, food safety, and human rights. 6. The Orchardist has no direct legal responsibility for any employees of the Contractor. However, the Orchardist is responsible for ensuring all aspects of GRASP are complied with whilst contractors and their employees are working on the Orchardist's Premises.
Insurance	<p>Optional – tick if required:</p> <p><input type="checkbox"/> The Contractor will take out and maintain during the term of this Agreement a policy for public liability insurance of an amount determined by the contractor (acting reasonably) from time to time. The amount of public liability insurance required at the commencement of this Agreement is \$2,000,000. If requested by the Orchardist, the Contractor will provide a certificate of currency of insurance and verification that the premiums for the public liability insurance cover has been paid.</p> <p><input type="checkbox"/> In addition to holding public liability insurance, the Contractor will take out and maintain during the term of this Agreement insurance covering such other risks (and for such level of cover) as any reasonable and prudent person that is providing Services that are the same as the Services would insure against. If requested by the Orchardist, the Contractor will provide the Orchardist with verification that the Contractor holds such insurance cover.</p>
Sub-contractor Usage Clause	<p>The choice of whether sub-contractors can be employed for the delivery of services within this Agreement resides with the Orchardist. Please review and select the</p>

	<p>appropriate clause that will govern the use of subcontractors in the performance of this Agreement.</p> <p><input type="checkbox"/> The Service Provider is hereby granted the right to engage sub-contractors for the performance of the services under this Agreement. Any sub-contractor engaged must comply with the terms of this agreement, and the Service Provider will remain fully responsible for the sub-contractor's adherence to these terms.</p> <p><input type="checkbox"/> The Service Provider is expressly prohibited from using sub-contractors for the performance of the services under this Agreement. All services must be performed directly by the Service Provider and its employees only.</p>
Dispute Resolution	<ol style="list-style-type: none"> 1. The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. 2. Either party, upon failure of good faith negotiations, may elect to resolve the dispute by mediation. If a request for mediation is made, then the parties shall agree upon a recognised kiwifruit-industry mediator. If the parties are unable to agree to the appointment of a mediator, the parties agree to the Chief Executive Officer of NZKGI appointing a mediator. 3. Should resolution of the dispute not be agreed in mediation, then, this Agreement may be terminated at the discretion of either party. 4. The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute has arisen pending the final resolution of any dispute except that the Orchardist may at its sole discretion choose to appoint another contractor or complete required orchard services themselves.
Termination	<ol style="list-style-type: none"> 1. Unless terminated under this clause, the Agreement starts and ends on the dates set out in the Length of Agreement. 2. Either party may terminate the Agreement on no less than <insert time, usually one month> prior notice to the other party. 3. On termination of the Agreement the Orchardist will only be liable to pay the Contractor for Services performed by the Contractor to kiwifruit industry best practices. 4. Other Termination Rights: Either party may, by notice to the other party, immediately terminate the Agreement if the other party: <ol style="list-style-type: none"> a) breaches any material provision of the Agreement and the breach is not: <ol style="list-style-type: none"> i. remedied within <insert days> days of the receipt of the notice from the first party requiring it to remedy the breach; or ii. capable of being remedied; b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of external administration, or ceases to continue business for any reason; or c) is unable to perform a material obligation under the Agreement for <insert days> days or more due to Force Majeure.
Force Majeure	<ol style="list-style-type: none"> 1. Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to): <ol style="list-style-type: none"> a) natural disaster i.e. flooding, earthquake, tsunami b) health epidemic or pandemic, c) governmental actions or war ("force majeure event").

	<p>2. The party affected must:</p> <ul style="list-style-type: none"> a) immediately notify the other party and provide full information about the Force Majeure; b) use their best endeavours to overcome the Force Majeure; and c) continue to perform their obligations as far as practicable.
Relationship	The parties acknowledge and agree that the Contractor has been engaged as an independent contractor. Nothing in this Agreement creates or evidences any employer/employee, partnership, joint venture or agency relationship between the parties.
Amendment to Agreement	This Agreement may not be amended, modified, or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.
Acknowledgements	<p>By signing this agreement, you acknowledge and confirm that:</p> <ul style="list-style-type: none"> a) you have read, understood and agreed to its terms; b) you have been advised of your entitlement to take independent advice about this agreement and have been given a reasonable opportunity to do so before signing; c) the information you have provided to us in connection with your appointment is accurate and not misleading; and d) you are fit to carry out all of the duties and responsibilities of the position and, to the best of your knowledge, you have not had and do not have any undisclosed medical condition that may impact on your ability to carry out those duties and responsibilities.
Signed by the Orchardist	
Signed by the Contractor	
Date of Agreement	

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Prepared by NZ Kiwifruit Growers Incorporated (NZKGI).

APPENDIX 1: Time, Quality and Performance Requirements

Service	Requirements
EXAMPLE: Application	Spray
	Example: The Contractor shall ensure that notification and signage in accordance with Global G.A.P and local Council requirements is undertaken in advance of all agrichemical applications that take place on the orchard.

APPENDIX 2: Payment Schedule

Payment Terms	<ol style="list-style-type: none"> 1. Below are the agreed rates and any change to these rates will require the agreement of the Orchardist in writing in advance of any rate change. 2. Unless agreed otherwise, the Contractor will invoice the Orchardist for the Services provided each month. 3. Subject to the delivery of the Services being satisfactory to the Orchardist, the Orchardist will pay each valid tax invoice from the Contractor within seven days of receiving the invoice. 4. The Contractor warrants that it is registered for GST pursuant to the Goods and Services Tax Act 1985. Provided that the Contractor is GST registered, the Orchardist will pay the Contractor GST in addition to the rates set out below. 5. Withholding Tax will be deducted by the Orchardist unless a valid exemption certificate is provided. 6. Where the services delivered do not meet the requirements specified in Appendix 1 the Orchardist may deduct penalties from invoice payments. 7. If there is any dispute between the parties regarding an amount invoiced by the Contractor, the Orchardist may withhold payment of the disputed amount until the dispute has been resolved by the parties 8. The Contractor will maintain records which clearly identify time and expenses incurred in the provision of the Services.
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Hourly Rates		Rate per hour charged to Orchardist (plus GST)	Rate paid to employees

Contract Rates [The contractor must provide evidence that at least minimum wage has been paid to employees]		Contract rate charged to Orchardist	Rate paid to employees
Vine maintenance			
Winter pruning			
Stringing			
Male pruning			
Girdling			
Repair and maintenance of vines			
Thinning			
Summer pruning			
Harvest			

	Fruit picking		
Spray			
	Spray application		
	Weed spraying		
Fertiliser			
	Fertiliser application		
	Other		
	Mowing and mulching		
	Pollination		
	Shelter maintenance		
	Supervision of orchard services		
	Repair and maintenance of orchard structures		
	Pest monitoring		