

Version No. 001
Broiler Chicken Industry Regulations 1992

S.R. No. 287/1992

Version as at 14 April 1998

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1. *Title*

These Regulations may be cited as the Broiler Chicken Industry Regulations 1992.

2. *Objective*

The objective of these Regulations is to prescribe the terms and conditions of contracts between Growers and Processors under section 12 of the Act.

3. *Authorising provisions*

These Regulations are made under sections 12 and 18 of the **Broiler Chicken Industry Act 1978**.

4. *Definition*

In these Regulations—

"Act" means the **Broiler Chicken Industry Act 1978**.

5. *Contracts*¹

For the purposes of section 12 of the Act the prescribed terms and conditions of contracts between Growers and Processors shall be in the form of the Schedule.

SCHEDULE

Regulation 5

PRESCRIBED CONTRACT

PART 1

THIS CONTRACT is made the day of 19

BETWEEN:

of

("the Processor") of the one part AND

of

("the Grower") of the other part.

WHEREAS—

The Processor and the Grower agree—

- (a) that the Processor shall supply to the Grower chicks of good quality and performance potential; and
- (b) that the Grower shall raise the chicks as broiler chickens on the terms and conditions set out in Part 2.

ON THE FARM DESCRIBED IN THE SCHEDULE

NOW IT IS AGREED AS FOLLOWS:

Definitions

In this Contract—

"Act" means the **Broiler Chicken Industry Act 1978**;

"batch" means the total number of chicks delivered by the Processor to the Grower intended to be raised by the Grower in one operation;

"chick" means a fowl of the genus Gallus which is not more than 72 hours old;

"Committee" means the Victorian Broiler Industry Negotiation Committee;

"farm" means the property owned or held on lease by the Grower or in the possession of the Grower being the property described in the Schedule;

"Growers' Association" means an association formed to represent Growers or a majority of Growers who have contracted with the Processor;

"pool" means the total number of chickens collected in the pool period from the group of Growers who have contracted with the Processor;

"pool period" means the period specified in Clause 9;

"standard price" means the price for each live chicken determined by the Committee from time to time to be paid by Processors to Growers pursuant to section 10 of the Act or failing agreement amongst members of the Committee by an Arbitrator pursuant to section 13 of the Act.

Terms used in this Contract and defined in the Act have the same meanings in this Contract as in the Act.

PRESCRIBED CONTRACT

PART 2

1. *Duration and continuity of contract*

This contract will operate for a period of three years from the date on which it is signed and will continue to operate for further three year periods unless it is terminated in accordance with Clause 13.

2. *General obligations*

The Processor shall supply to the Grower chicks of good quality and performance potential and the Grower shall raise the chicks as broiler chickens.

3. *Processor's obligations*

3.1 The Processor shall supply at its own cost—

- (a) chicks in the Grower's due turn;
- (b) feed;
- (c) medication;
- (d) disinfectant;
- (e) access to competent technical personnel.

3.2 Where the Processor does not meet its obligations to supply feed, medication or disinfectant or access to competent technical personnel to the extent necessary for the proper

and efficient raising of broiler chickens, the Grower may arrange for the supply of the goods and services and may recover the costs from the Processor as a debt due and payable to the Grower by the Processor.

3.3 Transportation.

- 3.3.1 The Processor shall, upon delivery, assist the Grower to place the chicks into the brooder area.
- 3.3.2 When collecting the chickens, the Processor shall catch and load all chickens and provide the necessary transport between the farm and the processing plant. These services shall be provided at no cost to the Grower.

4. *Grower's obligations*

- 4.1 The Grower shall provide appropriate housing and facilities for the rearing of broiler chickens.
- 4.2 The Grower shall provide the labour and management necessary for the proper and efficient care of broiler chickens as directed and approved by the Processor.
- 4.3 The Grower or its nominee shall be present when the chicks are delivered.
- 4.4 The Grower or its nominee shall be present while the chickens are being caught.
- 4.5 The Grower shall permit the Processor's technical advisers and other authorised employees or agents of the Processor free access at all reasonable times to the farm for the purpose of inspecting the chickens.
- 4.6 The Grower shall only use the goods and services supplied by the Processor for the rearing of the Processor's chicks.

5. *Weighing of chickens at collection*

All chickens supplied under this contract shall, upon collection by the Processor, be weighed over a weighbridge verified under the **Weights and Measures Act 1958** and nominated by the Processor. The Processor shall give a copy of the weighbridge ticket to the Grower or its nominee.

6. *Processor's rights if birds are not properly cared for*

- 6.1 Where the chickens are neglected or not properly cared for by the Grower in accordance with its obligations under the contract and the Grower has been notified in writing by the Processor, the Processor may—

-
- (a) remove all the chickens from the farm; or
 - (b) engage an employee or employees to raise and properly care for the chickens at the farm; or
 - (c) remove some of the chickens from the farm and engage an employee or employees to raise and properly care for the remaining chickens at the farm.

6.2 Where the situation in Clause 6.1 arises, the Processor may deduct from any money due to the Grower in respect of that batch, the expenses properly incurred by the Processor in taking the required action.

6.3 Where the expenses incurred by the Processor exceed the amount due to the Grower, the amount in excess shall be a debt due and payable to the Processor by the Grower.

7. *The need to offer Growers a share of increased production*

The Processor shall permit an efficient Grower to expand its growing operation so as to participate in the benefits of any growth expansion in the Processor's output during the term of the contract.

8. *Status of parties*

8.1 The Grower shall at all times remain an independent contractor and shall not be or be deemed to be the servant, employee or agent of the Processor for any purpose whatsoever.

8.2 Nothing in this contract shall be deemed to constitute a partnership between the parties to the contract.

9. *Pool period*

9.1 The pool period shall be determined by the Processor.

9.2 The length of the pool period may be varied by agreement between the Processor and the Executive of the Growers' Association.

9.3 All chicks, goods and services provided to the Grower by the Processor under Clause 3 in a pool period must be of equivalent performance potential to the chicks, goods and services provided by the Processor in that pool period to the other Growers in the group of Growers who have contracted with the Processor of which the Grower is a member.

10. *Rejects*

- 10.1 The Processor is entitled to reject birds which are of a weight that makes them unsuitable for processing.
- 10.2 Where the Processor proposes to reject birds it will provide the Grower with the opportunity to inspect the rejected birds.

11. Accounts

- 11.1 The Processor shall send to the Grower a detailed statement of the pool costs incurred by it for that Grower's chickens.
- 11.2 The Growers' Association shall appoint a person to represent all Growers who have contracted with the Processor.
- 11.3 The Processor shall make available to the appointed representative complete details of all pool payment calculations before the pool is declared and the details shall remain available to it at all reasonable times.

12. Payment

The Processor shall pay to the Grower 70 per cent of the standard price within 14 days of the Friday of the week during which the last birds are removed from the farm and the balance of the money owing 28 days after completion of the pool.

13. Termination

- 13.1 This contract may be terminated by mutual consent of the parties.
- 13.2 This contract may be terminated by either party upon the expiration of three years from the date hereof or any subsequent three yearly period by giving to the other party not less than six months notice in writing of the intention to terminate.
- 13.3 The Processor may terminate this contract by giving seven (7) days notice in writing to the Grower if the Grower is deemed to be inefficient under the definition of efficiency adopted by the Committee.
- 13.4 The Grower may terminate this contract by giving seven (7) days notice in writing to the Processor if the Grower because of illness becomes permanently incapable of carrying on the business of a Broiler Chicken Grower.
- 13.5 Where either party commits a breach of this contract and the breach is not rectified within seven (7) days of written

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notice of the breach being served on the offending party by the aggrieved party, the aggrieved party may by a further notice in writing terminate this contract.

- 13.6 Termination of the contract pursuant to this clause shall not alter any rights or obligations which may have arisen prior to such termination.

IN WITNESS whereof the parties have set their hands and seals the day and year first before written.

Signed by the said
in the presence of:

Signed by the said
in the presence of:

SCHEDULE

The farm is the land with the buildings thereon (but excluding the house and curtilage) shown in the plan annexed hereto being part of/the whole of the land in Certificate of Title Volume Folio and including the facilities listed below:

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NOTES

1. General Information

The Broiler Chicken Industry Regulations 1992, S.R. No. 287/1992 were made on 27 October 1992 by the Governor in Council under sections 12 and 18 of the **Broiler Chicken Industry Act 1978**, No. 9199/1978 and came into operation on 27 October 1992.

The Broiler Chicken Industry Regulations 1992 will sunset 10 years after the day of making on 27 October 2002 (see section 5 of the **Subordinate Legislation Act 1994**).

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Notes

2. Table of Amendments

There are no amendments made to the Broiler Chicken Industry Regulations 1992 by statutory rules, subordinate instruments and Acts.

3. Explanatory Details

¹ Reg. 5: Section 12 of the Act permits other terms and conditions to be included in contracts if they are not inconsistent with the terms and conditions in the prescribed contract.