



Kiwifruit Pollination Agreement 2013

This agreement is made on the _____ (date)

BETWEEN

_____ hereinafter called the "grower"

and (*beekeeper's name*)

_____ hereinafter called the "beekeeper"

TERM OF AGREEMENT

The term of this agreement shall be for the 2010-11 growing season, covering flowering until 48 hours after the grower requests hive removal, but not beyond 31 December of that year. (Other agreed provisions should be added or deleted if required at the time of signing, and initialled by both parties.)

SECTION A: RESPONSIBILITIES OF THE BEEKEEPER

The Beekeeper Agrees:

- To supply the grower with hives of honey bees as stipulated in the following table:

HIVE DELIVERY TABLE

Hive number	Description of the delivery location	Timing of introduction
		At _____% female flowering
		At _____% female flowering

		At _____% female flowering
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(Grower to advise beekeeper of delivery dates)

2. To supply hives each containing a minimum of (higher standards may be negotiated, especially on isolated or problem orchards):
 - i. four full standard frames of brood in all stages (7000cm² of brood, 7 frames 60% full).
 - ii. twelve standard frames well covered with bees (approximately 30,000 bees)
 - iii. at least three full depth frames of honey
 - iv. a good laying queen
 - v. sufficient room for colony expansion

such hives to

- a) be free of American Foul Brood disease (*Bacillus larvae*), and
 - b) have been treated for Varroa for at least four weeks prior to being introduced to the orchard.
 - c) be free of old Varroa control strips
3. To deliver each instalment of hives to the orchard within 24 hours of final notice from the grower under Section B, clause 10.
 4. To place hives in positions decided in previous consultation with the grower in group sizes of no more than _____ hives.
 5. To feed each colony ____ litres of ____ % sugar syrup solution every second morning starting on the second day colonies are in the orchard.
 6. To not place/spill sugar syrup outside the hives where it can be collected by foraging bees
 7.
 - a) Within 24 hours of notice from the grower to open and demonstrate bee colony strength of any hives specified by the grower.
 - b) To lend grower and/or auditor effective protective clothing if requested where they wish to accompany the beekeeper under 7 a), or under 7 c).
 - c) To allow an auditor nominated by the grower to audit the strength of the colonies if requested by the grower (such request not to be made unreasonably).
 8. To supply within 24 hours additional hives to compensate for any percentage of hives found to be below the minimum standard, at no extra cost to the grower.
 9. To remove the hives within 48 hours of being notified by the grower that they are no longer required.

10. To take all reasonable measures to reduce the number of field bees left behind in the grower's orchard(s) when hives are removed.
11. To collect any bee swarms in the orchard during the flowering period within 48 hours of request by the grower.
12. To carry public liability insurance.
13. To inspect the orchard and any hazards identified by the grower under Section B, clause 7, such inspection to be in daylight before delivery of hives.

SECTION B: GROWER RESPONSIBILITIES

The Grower Agrees:

1. To pay a rental sum of \$ _____ NZD per hive for a total of _____ hives. GST is to be added to all payments.
2. The total rental is \$ _____ NZD. This is payable as to \$ _____ NZD on or by *(date)* and a final payment of \$ _____ NZD by the 20th of the month following removal of hives from the orchard.
3. To liaise with the beekeeper well in advance of hive delivery and allow beekeeper prior inspection of the orchard in daylight.
4. To provide a suitable place to locate hives. This site must be readily accessible to a truck and other vehicles used in handling and servicing the colonies and be in a sheltered, sunny position.
5. To provide the beekeeper with a map of the orchard well before delivery of hives showing the positions in which hives are to be placed, and the number of hives to be placed at each location. The positions will be as agreed under Section A, clause 4.
6. To be present, or nominate an appropriate person to be present, when the beekeeper inspects under Section A, clause 13, and when hives are delivered and removed (to assist with locating sites).
7. To advise the beekeeper of any orchard hazards including drains, orchard wires, ditches, irrigation pipes, and any other hazard, and to clearly identify the location and nature of such hazards.
8. To allow the beekeeper entry onto the property at a reasonable time whenever necessary to service the bees.
9. To give the beekeeper at least 48 hours first notice and 24 hours final notice that hives are required to be placed in the orchard.
10. Not to shift, examine, or disrupt bee access to or from hives without the beekeeper's approval.
11. To give beekeeper at least 48 hours notice to remove hives from orchard.
12. To abide by Section 49 of the 1996 Hazardous Substances and New Organisms Act and Section 14 of the Pesticide Regulations 1983 of the Pesticides Act 1979.
13. To comply with bee toxicity warnings on agrichemical labels.
14. Not to spray any bee-toxic chemical while the hives are in the orchard, and in so far as is reasonably practicable, to avoid spraying any insecticide in the ten days prior to hives being shifted into the orchard.

15. To avoid spraying any agrichemicals during 08:00 and 17:00 hours when large numbers of bees are foraging, in so far as is reasonably practicable.
16. To provide the beekeeper with at least 24 hours notice if anything is to be sprayed in the orchard while hives are present and to flush any insecticide or other bee-toxic chemical from tanks and spraying equipment before spraying while hives are in the orchard.
17. To dispose of any insecticide-contaminated liquid or other bee-toxic material so that bees cannot contact or drink it.
18. To give adjoining land owners notice of intent to bring in hives at least ten days before the hives are moved into the orchard and notice of the full period that the hives may be present.
19. To advise beekeeper within 12 hours if a significant number (one cup or more) of dead bees are seen near the entrance of any hive.

ARBITRATION

- a) If the grower is dissatisfied with the quality of hives supplied his first recourse shall be to the beekeeper. Such complaints shall be lodged as soon as possible and in no case after the hives are removed from the orchard.
- b) In the event of any unsettled dispute between the beekeeper and grower both parties agree to abide by the decision of a mutual agreeable independent arbitrator, or an arbitrator nominated by the President of the New Zealand Law Society.

ASSIGNMENT OR TRANSFER

This agreement is not assignable or transferable by either party, except that the terms hereof shall be binding upon a successor by operation of law to the interest of either party.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year above.

Grower:

Address:

Contact details: _____ (Home) _____ (Mobile)

Beekeeper: _____

Address: _____

Contact details: _____ (Home) _____ (Mobile)

(One signed copy each to be retained by the grower and by the beekeeper)