

NOTES ON NEW PRODUCER AGENT'S CONTRACTS.

The Board will shortly make available two separate Producer Agent's Contracts for producers wishing to grade pack and sell their own eggs.

One, to be known as a "General" contract, will replace the existing contract and will allow the Producer Agent to sell to retailers operating under a "bannered store name" and to "distributors" authorised by the Board and named in the contract, to other retailers and to local consumers.

The other, to be known as a "Farm Door Sales" contract, will allow other Producers to sell only to local consumers who come to the farm. The eggs sold under this contract must meet the same quality standards which apply to all egg sales.

Both contracts require the Producer to pay the Board's marketing and administration charges as a rate per hen (quota) instead of the existing rate per dozen eggs sold.

The General Contract

This contract is similar to the present Producer Agent contract. Following is a brief explanation of the various clauses:-

- Clause 1. Interpretation. This is similar to the definitions in clause 1 of the present contract.
- Clause 2. Sales to Approved Retailers. Only retailers operating under a "bannered store name" now have to be authorised by the Board and named in the schedule.
- Clause 3. Sales to Authorised Distributors. As at present, distributors have to be authorised by the Board and named in the schedule.
- Clause 4. Sales to Local Consumers. Similar to the present clause, it allows sales to local consumers who purchase and take delivery of the eggs at the farm.
- Clause 5. Producer Packed Eggs. Allows the Board to order specific quantities and grades of eggs from Producer Agents and to specify the time and place of delivery and the type of pack.
- Clause 6. Delivery of Eggs. Requires eggs to be either sold under the contract or delivered to the Board or its agent within 96 hours of being laid.
- Clause 7. Schedules. Allows the Board to amend either of the schedules included in the contract by giving notice in writing.
- Clause 8. Change in Specified Outlets. Requires the Producer to notify the Board if he becomes aware of a distributor changing the address from which he carries on his business.
- Clauses 9 & 10. Egg Room and Equipment and Cool Room Requirements. These two clauses cover the various requirements and standards to be met and maintained by the Producer and are similar to those in the present contract.
- Clause 11. Testing and Grading of Eggs. Requires all eggs sold under the contract to be candled by a person authorised in writing by the Board and to be weighed, graded, tested and stamped in accordance with the Regulations and in the manner required by the Board.
- Clause 12. Stamping of Eggs. Similar to the present clause. Eggs must be stamped with a legible and well defined impression.

- Clause 13. Pulping. Allowed only with prior written consent of the Board.
- Clause 14. Unauthorised Purchases and Sales. are prohibited.
- Clause 15. Sales of Eggs. All eggs sold under the contract must be of First Quality and sold in accordance with the prescribed grades and names.
- Clause 16. Selling Prices. This clause makes the Producer responsible for ensuring that he does not sell any eggs at a price lower than the wholesale prices fixed by the Board.
- Clause 17. Maintenance of Supply. The Producer must notify the Board if unable to maintain full supply to any retailer who operates under a bannered store name and is named in the schedule of his contract.
- Clauses 18 & 19. Cover prepacking, packaging and storage of packing materials.
- Clause 20. Accounting for Eggs Produced. This clause is identical to the one in the present contract.
- Clause 21. Remuneration of Producer. This clause sets out the items for which the Producer receives payment from the Board for eggs sold under the contract or packed to order for the Board.
- Clause 22. Deductions. This is the new clause which was provided for by the recent amendments to the Marketing of Primary Products Act. It establishes the arrangement under which the Board's marketing and administration charges are deducted as a rate per hen quota instead of per dozen eggs. The clause is broken into a number of subclauses as follows:-
- Subclause (b) allows the Board to determine a rate expressed in cents per hen as the "quota rate". Subclause (d) then fixes a deduction equal to the "quota rate" multiplied by the daily average hen quota held by the Producer during that period. It should be noted that this is the actual hen quota held at the time, not the number of hens that are being kept. However if the Producer is found to be keeping hens in excess of his hen quota an additional amount becomes deductible under subclause (e). This is similar in principle to the present situation of a Producer found understating egg sales being levied additional pool charges on the dozens not declared.
- Subclause (f) allows the Board upon receipt of a written application from a Producer, to determine a "reduced number of hens" to apply for a "reduction period" and to vary such number or period. This is to assist a Producer who for a particular reason is only able to keep a portion of his quota for a given period. Approval for this reduced number will not be given simply to cover normal management problems. Again, should a Producer approved to keep a reduced number of hens for a specified period, be found keeping hens in excess of that number, additional deductions will apply.
- Clause 23. Returns and Remittances. The requirements here will be much simpler than at present. Only distributors and retailers operating under a bannered store name have to be shown individually.
- For other retailers and local consumers, only the totals for each are required. The remittance will be calculated at the applicable "quota rate" per hen instead of the rate per dozen eggs. However the returns will be due within seven days of the end of a period instead of the present ten days.
- Clauses 24, 25 & 26. Deal with Producer records, signs and cartage and rebates. They are similar to the present contract and are reasonably straight forward.
- Clauses 27 & 28. Warrant that the Producer is the owner of the hens and the producer of eggs.

- Clause 29. Provides that only vehicles of a kind approved by the Board shall be used to transport eggs.
- Clause 30. Termination of Contract. This clause allows the contract to be terminated by the Board or the Producer giving written notice to the other and is similar to the existing clause.
- Clause 31. Suspension of Agency. Gives the Board power to suspend the Producer's right to sell eggs under the Contract. It is identical with the existing clause.
- Clause 32. Requires the Producer to indemnify the Board against any claims that might be brought arising from any sales of eggs by the Producer and prevents his pledging the Board's credit. It also requires that he account to the Board for moneys receivable for egg sales. It is similar to the existing clause.
- Clauses 33 to 37. Inclusive are straight forward procedural matters and are easy to follow.

c.c.

D. Foster
A. Harrison
C. Jefferson
R. Keedle
J. Trehitt

Producer Agent's Contract - General

No.

Date of Issue

THE VICTORIAN EGG MARKETING BOARD

PRODUCER AGENT'S CONTRACT - GENERAL

BETWEEN: The Victorian Egg Marketing Board of
551 Chandler Road, Keysborough, Victoria 3173
("the Board") of the one part

AND: _____
of
("the Producer") of the other part.

WHEREAS:

- A. The Act authorises the Board to enter into, carry out and give effect to certain contracts with producers of eggs.
- B. The Board may appoint the Producer on the terms and conditions herein to be its agent to sell eggs produced on the farm on behalf of the Board to those persons specified hereunder.
- C. The Board may from time to time order producer packed eggs from the Producer on the terms and conditions herein.
- D. The parties have agreed for the Board to make deductions from payments to the Producer on the basis set out in this Contract instead of making deductions in accordance with section 48(1)(b) of the Act.

NOW IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

"bannered store name" means a business name, trade mark or corporation name (whether or not registered at a public office) which the Board may from time to time specify in writing to the Producer.

"distributor" means a person authorised in writing by the Board to carry on a business of selling (inter alia) eggs to a retailer.

"farm" means the place or places upon which the hens owned by the Producer are kept.

"hen" and "fowl" means a female domesticated fowl of the genus gallus that is not less than six months old.

"local consumer" means a person within the State of Victoria who purchases eggs solely for the purpose of consuming or otherwise using the eggs for domestic purposes by the local consumer and his immediate family.

"payment period" means a period of two weeks or such other period as may at any time and from time to time be substituted therefor by the Board.

"person" includes a natural person, firm, association, institution, company or corporation.

"producer packed eggs" means eggs ordered by the Board from the Producer which are packed by the Producer at the farm in containers of a kind approved by the Board and which are to be delivered to the Board or its authorised agents.

"retailer" means a person carrying on a business of selling (inter alia) eggs by retail, and also includes a person who uses eggs in the preparation of any meal or food either for sale or for supply to any person.

"specified outlet" means in relation to any distributor, the premises specified in respect of the distributor in Schedule 2 from which the distributor carries on his business of selling eggs.

"the Act" means the Marketing of Primary Products Act 1958 as amended from time to time.

"the Agency" means the Producer's authority to sell eggs under this Contract.

"the Stabilization Act" means the Egg Industry Stabilization Act 1983 as amended from time to time.

"the Regulations" means the Regulations made pursuant to the Act and as amended from time to time.

a reference to any Act of Parliament or section thereof or schedule thereto shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

unless otherwise provided herein, words and phrases used in this Contract and also defined in the Act or the Stabilization Act, shall bear their defined meanings.

where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter.

2. SALES TO APPROVED RETAILERS

- (a) During the continuance of the Agency the Producer may sell eggs on behalf of the Board as its agent to retailers not trading under a bannered store name, provided that, the Producer may only sell eggs to those retailers who do trade under a bannered store name if the retailer is named in Schedule 1 as from time to time amended by the Board. Provided further that all such sales shall be made solely for the purpose of the eggs being resold by retail to members of the public or consumed or otherwise used by the retailers in and upon their place of business.

- (b) If during the continuance of the Agency the Producer becomes aware of circumstances which lead him to believe that eggs sold under this Contract are being disposed of or used by any retailer in some other way, the Producer shall immediately notify the Board of such circumstances.
- (c) All eggs sold to a retailer shall be delivered by the Producer to the retailer at the retailer's place of business or at the farm.

3. SALES TO AUTHORISED DISTRIBUTORS

- (a) During the continuance of the Agency the Producer shall sell eggs on behalf of the Board as its agent to the distributors (if any) named in Schedule 2 as from time to time amended by the Board provided that all such sales shall be made solely for the purpose of the eggs being resold by the distributors through their specified outlets to retailers.
- (b) If during the continuance of the Agency the Producer becomes aware of circumstances which lead him to believe that eggs sold under this Contract are being disposed of or used by any distributor in some other way, the Producer shall immediately notify the Board of such circumstances.
- (c) All eggs sold to distributors shall be delivered to the distributor at the specified outlet or farm.

4. SALES TO LOCAL CONSUMERS

During the continuance of the Agency the Producer may sell eggs on behalf of the Board as its agent to local consumers who purchase and take delivery of the eggs at the farm provided that all such sales shall be made solely for the purpose of the eggs being consumed or otherwise used for domestic purposes by the local consumers and their immediate families.

5. PRODUCER PACKED EGGS

The Board may from time to time order producer packed eggs in specified quantities and grades from the Producer which the Producer shall deliver, at the time and in the manner specified in the order, to the Board or other person specified by the Board.

6. DELIVERY OF EGGS

It is an express term and condition of this Contract and the Board hereby directs that other than those eggs the Producer requires and uses for incubation for the purpose of producing birds to augment his flock of laying fowls or requires for food for his family or his livestock, all eggs produced by the Producer shall within 96 hours from the time such eggs are laid, be either sold under this Contract or delivered to the Board or its authorised agent.

7. SCHEDULES

The Board may at any time and from time to time by giving notice in writing to the Producer, amend any schedule hereto. Whenever any such notice in writing is given, the schedule shall be deemed to have been amended in the manner described in the notice on and from the date shown therein. If and when the Producer cease regularly to sell eggs under this Contract to retailers or to any distributor named in Schedule 2, the Producer shall promptly notify the Board in writing of this fact.

8. CHANGE OF SPECIFIED OUTLETS

If a distributor changes the place from which he carries on his business of selling eggs to retailers, the Producer shall within fourteen days of becoming aware of the change notify the Board in writing of the new address from which the distributor will carry on his business of selling eggs to retailers. If such notice is given, Schedule 2 shall be deemed to have been amended when the change occurred by substituting the address of the new place from which the distributor carries on his business of selling eggs for the address of the previous place.

9. EGG ROOM AND EQUIPMENT

The Producer shall ensure that at all times during the continuance of the Agency there is installed at the farm a clean and vermin proof egg room which has a floor, preferably of concrete, suitable for washing down and which in the opinion of the Board is of adequate size to accommodate all eggs produced on the farm and also store all required packing material. In this egg room there shall be installed and maintained weighing, grading, candling and stamping equipment adequate to ensure effective weighing, testing, grading and stamping of all eggs produced on the farm which are sold under this Contract or supplied as producer packed eggs and there shall be sufficient space and other facilities to permit the accurate and efficient operation of such equipment. The opinion of the Board as to whether any egg room or any equipment complies with the requirements of this clause shall be final and conclusive. Equipment shall be subject to inspection and testing by both Weights and Measures Department and Board Officers and for this purpose the Producer shall allow Weights and Measures Inspectors and Board Officers access to the farm and the egg room at all reasonable hours.

10. COOL ROOM REQUIREMENTS

The producer shall install and at all times maintain in good working order and condition on the farm, a cool room approved by the Board. All eggs produced on the farm shall be placed and retained at all times immediately after collection in the cool room except at times during which the eggs are to be removed for grading, packing or delivery to a purchaser or the Board or its Authorised Agent in accordance with this Contract.

11. TESTING AND GRADING OF EGGS

The Producer shall ensure that all eggs sold by the Producer under this Contract are, prior to the sale, candled by a person authorised in writing by the Board and are weighed, graded, tested and stamped in accordance with the Regulations and subject thereto in the manner the Board from time to time requires by notice in writing to the Producer.

12. STAMPING OF EGGS

Stamping of eggs shall be carried out by the Producer only with the stamp or stamps as may be provided by the Board. The Producer shall take particular care in stamping eggs to ensure that each egg is stamped with a legible and well defined impression. The stamp or stamps shall remain the property of the Board and shall be returned to the Board by the Producer if and whenever the Board so directs.

13. PULPING

Except with the prior written authority of the Board, the Producer shall not process any eggs by pulping or otherwise. This clause does not apply to eggs which the Producer requires and uses for incubation for the purpose of producing birds to augment his flock of laying fowls or requires for food for his family or his livestock.

14. UNAUTHORISED PURCHASES AND SALES

During the continuance of the Agency the Producer shall not:

- (a) purchase or otherwise acquire eggs from any person without obtaining the prior written authority of the Board; or
- (b) sell nor otherwise dispose of any eggs except in the manner and on the terms and to the persons as this Contract expressly permits.

15. SALES OF EGGS

All eggs sold under this Contract and producer packed eggs shall be first quality eggs as defined in the Regulations and shall be sold in accordance with the grades and under the grade names from time to time prescribed in the Regulations.

16. SELLING PRICES

Sales to retailers and distributors shall be made only at the current wholesale selling price fixed from time to time by the Board for sale of eggs by itself and its agents. Sales to local consumers shall be at prices which are not lower than the wholesale prices. The Producer shall be solely responsible for ensuring that he does not sell any eggs under this Contract at a price other than or in the case of a sale to a local consumer, less than the wholesale price fixed by the Board in respect of first quality eggs of that grade, which is current at the time of the sale.

17. MAINTENANCE OF SUPPLY

The Producer shall at all times maintain a full supply of eggs to each of those retailers who trade under a bannered store name and are named in Schedule 1 to whom he is authorised to sell eggs under this Contract. If by reason of any circumstances whatsoever the Producer becomes unable or finds it impracticable to continue full supplies of eggs produced on the farm to any such named retailer, he shall at once inform the Board of the circumstances to enable it to make such arrangements as it deems fit for maintaining supplies to that named retailer.

18. PREPACKING AND PACKAGING

Eggs sold under this Contract and producer packed eggs shall be packaged in conformity with the directions from time to time given by the Board as to types of packing materials to be used and the manner in which the materials are to be used. All carton material must be new and unused and where eggs are packed otherwise than in cartons, the fillers and cases and/or outer cartons must be in a clean and serviceable condition.

19. STORAGE AND PACKING MATERIALS

The Producer shall provide adequate dry clean storage space for all cartons and packing materials. All cartons and packing materials shall be kept dry and clean at all times by the Producer.

20. ACCOUNTING FOR EGGS PRODUCED

The Producer shall account to the Board for the full sale price receivable for all eggs produced on the farm and sold by him under this Contract. The Producer shall also account to the Board for the full value of all other eggs produced by him which are deemed by virtue of section 18 of the Act to have been delivered to the Board or its authorised agent and for this purpose the value of all the eggs shall be deemed to be not less than the sum of all amounts which may at any time become payable by the Board to the Producer in respect of the eggs under sections 24 and 48 of the Act.

21. REMUNERATION OF PRODUCER

- (a) In respect of eggs produced on the farm and which are sold to retailers, distributors and local consumers in accordance with this Contract, the Board shall remunerate the Producer for grading, testing, marking, stamping, handling, packing and selling the eggs on its behalf. The remuneration shall be allowed in the manner and at the rates as the Board from time to time determines. Provided no remuneration shall be allowed to the Producer for grading, testing, marking, stamping, handling, packing and selling eggs in respect of which he has not duly and punctually performed all of his obligations under this Contract. The manner in and rates at which remuneration shall be allowed under this Contract will be notified in writing to the Producer from time to time by the Board.
- (b) In respect of producer packed eggs, the Board shall remunerate the Producer for grading, testing, marking, stamping, handling and packing the eggs on its behalf. The remuneration shall be allowed in the manner and at the rates as the Board from time to time determines. provided no remuneration shall be allowed to the Producer for grading, testing, marking, stamping, handling and packing the eggs in respect of which he has not duly and punctually performed all of his obligations under this Contract. The manner in and rates at which remuneration shall be allowed under this Contract will be notified in writing to the Producer from time to time by the Board.

22. DEDUCTIONS

- (a) In respect of all eggs delivered by the Producer to the Board, the parties agree that pursuant to sections 48(1A) and (1B) of the Act, the Board shall make deductions from payments made to the Producer on the basis specified in this clause. Such deductions shall be instead of deductions from the payments made in accordance with section 48(1)(b) of the Act.
- (b) The Board may from time to time determine a rate expressed in cents per hen (the "quota rate"). The Board may at any time and from time to time vary the quota rate by giving fourteen days prior written notice to the Producer.
- (c) In respect of the eggs delivered by the Producer to the Board during a payment period the Board shall, within such period from the end of the payment period as the Board determines, make a payment calculated pursuant to section 48(1)(a) of the Act.
- (d) From each payment made to the Producer by the Board pursuant to section 48(1)(a) of the Act, the Board shall deduct a sum equivalent to the quota rate applying during the payment period multiplied by the daily average number of hen quota held by the Producer during the payment period pursuant to the Stabilization Act.
- (e) Without limiting or excluding any of the Board's rights or remedies arising at any time whether under this Contract or otherwise, if on any day the actual number of hens kept by the Producer at the farm exceeds the number of the hen quota held by the Producer at that time pursuant to the Stabilization Act, the Board may deduct an additional sum from a payment to the Producer equivalent to the quota rate applying on that day multiplied by the number by which the actual number of hens kept by the Producer at that time exceeded the number of hen quota held by the Producer at that time pursuant to the Stabilization Act.
- (f)
 - (i) The Board may from time to time determine a number of hens (the "reduced number of hens") and a period (the "reduction period") and may at any time and from time to time vary the reduced number of hens or the reduction period.
 - (ii) Upon receiving a written application from the Producer in a form approved by the Board, the Board may agree to make deductions from payments made to the Producer on the basis specified in this subclause.
 - (iii) If the Board has agreed to make deductions on the basis specified in this subclause, the Board shall deduct from each payment to the Producer in respect of a payment period which occurs during the reduction period, a sum equivalent to the quota rate applying during the payment period multiplied by the reduced number of hens.

- (iv) No deduction in respect of a payment period shall be made pursuant to this subclause if the Producer fails to keep at the farm at any time during the payment period or any preceding payment period which occurs during the reduction period, a number of hens which is equal to or less than the reduced number of hens.
- (v) A deduction in respect of a payment period made pursuant to this subclause shall be in lieu of a deduction for that payment which would otherwise have been made pursuant to subclause (d).
- (vi) If the Board has made a deduction in respect of a payment period which occurs during a reduction period pursuant to this subclause and at any time during the reduction period the Producer fails to keep at the farm a number of hens which is equal to or less than the reduced number of hens, the Board may deduct from any other payment made to the Producer pursuant to section 48(1)(a) of the Act, a sum equivalent to the difference between the deduction which would otherwise have been made pursuant to subclause (d) and (e) (if any) in respect of that payment period, and the deduction which was made pursuant to paragraph (iii) of this subclause in respect of that payment period.

23. RETURNS AND REMITTANCES

Not later than the seventh day after the end of each payment period the Producer shall furnish to the Board:-

- (a) A return in the form from time to time required by the Board duly signed by him setting out in full the following particulars:-
 - (i) the quantity of each grade of eggs produced by the Producer on the farm during the payment period,
 - (ii) the quantity of each grade of eggs purchased by him with the Board's authority during the payment period,
 - (iii) the quantity of each grade of eggs which have been sold or otherwise disposed of or used in any of the ways permitted under this Contract during the payment period,
 - (iv) the quantity of each grade size for each bannered store name, distributor and for local consumers,
 - (v) all other matters relating to eggs as the Board may at any time and from time to time direct; together with
- (b) A remittance equal to the sum of:-
 - (i) the amounts for which the Producer is required to account to the Board under this Contract in respect of the sale and other disposal of eggs during such period; less

- (ii) the amounts outstanding by the Board to the Producer at the end of the payment period in respect of remuneration allowable to the Producer as aforesaid on sales made by the Producer under this Contract during the payment period and in respect of producer packed eggs and under sections 25 and 48 of the Act in respect of eggs delivered and deemed to have been delivered by the Producer to the Board during the payment period (other than any eggs which have actually been delivered to the Board under section 21 of the Act, which will be accounted for separately).

24. PRODUCER TO KEEP RECORDS

The Producer shall keep at the farm in a form approved by the Board, full and complete records of all eggs produced by him and of the manner in which the eggs are disposed. The records shall include the name and address of the buyer, the date of the sale, the total quantity of eggs sold, weights of the eggs included in the sale, the total charge to the buyer, the price charged per dozen for each weight category included in the sale, and such other matters as the Board may from time to time direct. The Producer shall produce the records for inspection when required by an officer of the Board.

25. SIGNS

The Producer shall not display or allow to be displayed on the farm or any other place any sign which directly or indirectly advertises the fact that he is authorised to sell eggs or that eggs may be purchased from him or from the farm, unless the sign has been expressly authorised by the Board.

26. CARTAGE

The Producer shall charge each retailer and distributor in respect of eggs delivered by the Producer to a retailer or distributor at a place other than at the farm, freight or cartage at such rate as shall from time to time be notified in writing by the Board. The Producer shall not in any way directly or indirectly offer or allow to any retailer, distributor or local consumer any rebate, discount commission, credit or other benefit which has or would have the effect of reducing the net price for eggs sold under this Contract to less than the then current wholesale price fixed by the Board in respect of eggs of that grade, or in the case of eggs delivered by the Producer to a retailer or distributor at a place other than the farm, the current wholesale price plus freight or cartage as notified by the Board.

27. PRODUCER OF EGGS

The Producer hereby expressly represents and warrants that he is and will remain at all times a person by whom or on whose behalf eggs are actually grown, produced, obtained or prepared (otherwise than by any process of manufacture) for sale.

28. OWNERSHIP OF HENS

The Producer represents and warrants that he is and will remain at all times the owner and keeper at the farm of female domesticated fowls of the genus gallus that are not less than six months old.

29. VEHICLES

The Producer shall only transport and permit to be transported eggs produced on the farm (except eggs sold by the Producer under this contract to local consumers) in vehicles of a kind approved by the Board.

30. TERMINATION OF CONTRACT

This Contract shall continue until terminated by either the Board or the Producer giving written notice of termination to the other party. Upon such notice being given, the Producer's rights under this Contract shall determine absolutely. This Contract shall not apply to eggs produced after the giving of a notice of termination, but as regards eggs produced prior thereto all of the provisions of this Contract shall continue to have full operation and effect until all eggs have been fully accounted for and all obligations of the Board and the Producer arising under this Contract have been duly carried out and completed, at which time this Contract shall also determine. Upon termination of this Contract the producer shall deliver this Contract to the Board.

31. SUSPENSION OF AGENCY

The Board may at any time by notice in writing to the Producer suspend the Producer's right to sell eggs under this Contract. Such suspension may be for a fixed period specified in the notice or for an unspecified period which is to end on the giving of further notice of reinstatement or of termination in accordance with clause 30 to be given by the Board if and when it thinks fit. During any such period of suspension, the Producer's rights under this Contract to sell eggs to retailers, distributors and local consumers shall be suspended but in all other respects this Contract and all of the Producer's rights and obligations under this Contract (including his right of termination under clause 30) shall continue in full force and effect.

32. PRODUCER TO INDEMNIFY BOARD

The Producer shall indemnify the Board against all claims of whatsoever nature which may be brought at any time against the Board arising out of any sale of eggs by the Producer under this Contract or any other matter or thing, including the preparation packing and supply of producer packed eggs, done or purported to be done or omitted to be done by the Producer under or in connection with this Contract. The Producer shall not in any manner pledge or attempt to pledge the Board's credit and in the event that he sells eggs on credit or fails for any reason to collect the price of eggs sold under the Contract he shall none the less account to the Board for the whole of the moneys receivable for the eggs as if he had been paid cash on delivery.

33. NOTICE TO THE BOARD

All notices, to be furnished or given by the Producer to the Board under this Contract shall be delivered or forwarded by prepaid post to the Secretary of the Board at the Board's Head Office for the time being or such other postal box or address as the Board may from time to time direct, and shall take effect and be deemed to have been duly given when received at that place.

34. DIRECTIONS AND APPROVALS

All directions and approvals which may be given by the Board under this Contract will be given by notice in writing to the Producer.

35. NOTICES TO THE PRODUCER

Without prejudice to any other valid mode of delivery, any notice in writing given by the Board under this Contract shall be deemed to have been duly given and shall take effect if delivered to the Producer or left for him at the farm, or if posted by prepaid post in an envelope addressed to the Producer at the farm, it shall be deemed to have been given and take effect at the expiration of twenty-four hours from the time of posting.

36. COMPLIANCE WITH THE LAW

The Producer undertakes to comply in all respects with all applicable laws including without limitation the Act, the Regulations, the Stabilization Act and the regulations made thereunder.

37. ASSIGNMENTS

This Contract is personal to the Producer and may not be sold, transferred, assigned, held in trust or otherwise disposed of by the Producer.

IN WITNESS whereof this contract has been signed on the date of issue shown on the front page hereof.

SIGNED by the Producer:

.....

In the presence of -

.....

.....(Witnesses Name)

.....

.....

.....(Witnesses address)

SIGNED for and on behalf of The Victorian Egg Marketing Board by:

.....
(Member)

.....
(Secretary/Member)

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The other, to be known as a "Farm Door Sales" contract, will allow other Producers to sell only to local consumers who come to the farm. The eggs sold under this contract must meet the same quality standards that will apply to all egg sales.

Both contracts require the Producer to pay the Board's marketing and administration charges as a rate per hen (quota) instead of the existing rate per dozen eggs sold.

The Farm Door Sales Contract.

This contract is similar to the General Producer Agent contract. However as it only authorises sales to "local consumers", a number of the other clauses are not needed. Following is a brief explanation of the various clauses that are included:-

- Clause 1. Interpretation. This is similar to the definitions section in the present Producer Agent's contract and is self explanatory.
- Clause 2. Sales to Local Consumers. This clause allows the Producer to sell eggs on behalf of the Board as its agent to local consumers who purchase and take delivery of the eggs at the farm.
- Clause 3. Delivery of Eggs. Requires eggs to be either sold under the contract or delivered to the Board or its agent within 96 hours of being laid.
- Clauses 4 & 5. Egg Room and Equipment and Cool Room Requirements. These two clauses cover the various requirements and standards to be met and maintained by the Producer and are similar to those in the present Producer Agent's contract.
- Clause 6. Testing and Grading of Eggs. Requires all eggs sold under the contract to be candled by a person authorised in writing by the Board and to be weighed, graded, tested and stamped in accordance with the Regulations and in the manner required by the Board.
- Clause 7. Stamping of Eggs. Requires the Producer to ensure that all eggs sold are properly stamped with the stamp provided by the Board with a legible and well defined impression.
- Clause 8. Pulping. Allowed only with prior written consent of the Board.
- Clause 9. Unauthorised Purchases and Sales. Are prohibited.
- Clause 10. Sales of Eggs. All eggs sold under the contract must be of First Quality and sold in accordance with the prescribed grades and names.
- Clause 11. Selling Prices. This clause makes the Producer responsible for ensuring that he does not sell any eggs at a price lower than the wholesale prices fixed by the Board.
- Clauses 12 & 13. Cover prepacking, packaging and storage of packing materials requirements.

- Clause 14. Accounting for Eggs Produced. Requires the Producer to account for all eggs produced whether sold under this contract or not.
- Clause 15. Remuneration of Producer. This clause sets out the items for which the Producer receives payment from the Board for eggs sold under the contract.
- Clause 16. Deductions. This is the new clause which was provided for by the recent amendments to the Marketing of Primary Products Act. It establishes the arrangement under which the Board's marketing and administration charges are deducted as a rate per hen quota instead of per dozen eggs. The clause is broken into a number of subclauses as follows:-
- Subclause (b) allows the Board to determine a rate expressed in cents per hen as the "quota rate". Subclause (d) then fixes a deduction equal to the "quota rate" multiplied by the daily average hen quota held by the Producer during that period. It should be noted that this is the actual hen quota held at the time, not the number of hens that are being kept. However if the Producer is found to be keeping hens in excess of his hen quota an additional amount becomes deductible under subclause (e). This is similar in principle to the present situation of a Producer found understating egg sales being levied additional pool charges on the dozens not declared.
- Subclause (f) allows the Board upon receipt of a written application from a Producer, to determine a "reduced number of hens" to apply for a "reduction period" and to vary such number or period. This is to assist a Producer who for a particular reason is only able to keep a portion of his quota for a given period. Approval for this reduced number will not be given simply to cover normal management problems. Again, should a Producer approved to keep a reduced number of hens for a specified period, be found keeping hens in excess of that number, additional deductions will apply.
- Clause 17. Returns and Remittances. The requirements here will be simpler than for the "general" contract. However returns must still be furnished within seven days of each fortnightly period. The total quantities produced and the quantities of each grade of eggs sold under the contract to local consumers must be included. The remittance will be calculated at the applicable "quota rate" per hen instead of the rate per dozen eggs.
- Clauses 18 & 19. Require the Producer to keep records at the farm of all eggs produced and the manner of disposal and to not display signs unless authorised by the Board.
- Clauses 20 & 21. Warrant that the Producer is the owner of the hens and the producer of eggs.
- Clause 22. Termination of Contract. This clause allows the contract to be terminated by the Board or the Producer giving written notice to the other and is similar to the existing Producer Agent's contract.
- Clause 23. Suspension of Agency. Gives the Board power to suspend the Producer's right to sell eggs under the Contract.
- Clause 24. Requires the Producer to indemnify the Board against any claims that might be brought arising from any sales of eggs by the Producer and prevents his pledging the Board's credit. It also requires that he account to the Board for moneys receivable for egg sales.
- Clauses 25 to 29. Inclusive are straight forward procedural matters and are easy to follow.