



Western Australia

Chicken Meat Industry Act 1977

## **Chicken Meat Industry Act Regulations**

These regulations expired on 31 Dec 2010 (see the *Chicken Meat Industry Act 1977* and notice published in *Gazette* 19 Dec 2003 p. 5140).



## Chicken Meat Industry Act Regulations

### Contents

1.	Citation	1
2.	Terms used	1
3.	Form of agreement (Act s. 15, 16 and 18)	1
4.	Computation of average price (Act s. 16)	1
5.	Requests and applications to Committee (Act s. 16, 18)	2
6.	Powers of Committee (Act s. 16, 18)	2
7.	Obligations of growers	3
8.	Processor to furnish information as to payments	3
9.	Certificate for inspectors	3
10.	Powers of inspectors	4
11.	Common seal	4
11A.	Time prescribed for making application for review (Act s. 18(3))	4
12.	Offences and penalty	4

### First Schedule

1.	Interpretation	5
2.	Processor's obligations	7
3.	Grower's obligations	9
4.	Weighing of broiler chickens	11
5.	System or method of calculating payment	11
6.	Calculation of payment to Grower under Pool System	11
7.	Exclusion from Pool	13
8.	Payment to the Grower where excluded from Pool	13
9.	Termination date for raising of batch	14
10.	Liability for insurable losses	14

## **Chicken Meat Industry Act Regulations**

### **Contents**

---

11.	Grower an independent contractor	14
12.	Insolvency	14
13.	Term of agreement	16
14.	Termination of agreement	16
15.	Goods unused on termination of agreement	16
16.	Transfer of business by Processor	17
17.	Transfer of agreement	17
18.	Arbitration	17
19.	Persons to be bound by agreement	18

### **Second Schedule**

1.	Term used: farm model	19
2.	Formula for computing average price	19
4.	Cash and imputed costs	19

### **Third Schedule**

#### **Notes**

Compilation table	22
-------------------	----

#### **Defined terms**

## Chicken Meat Industry Act Regulations

### 1. Citation

These regulations may be cited as the *Chicken Meat Industry Act Regulations*<sup>1</sup>.

### 2. Terms used

In these regulations, unless the contrary intention appears —  
***inspector*** means an inspector appointed pursuant to section 13 of the Act;

***Schedule*** means a Schedule to these regulations;

***the Act*** means the *Chicken Meat Industry Act 1977*;

***the secretary*** means the secretary to the Committee.

### 3. Form of agreement (Act s. 15, 16 and 18)

The form of agreement set out in the First Schedule is the form of agreement prescribed for the purposes of sections 15(1)(c), 16(7)(a) and 18(1a)(a) of the Act.

*[Regulation 3 amended in Gazette 2 Mar 2010 p. 829.]*

### 4. Computation of average price (Act s. 16)

For the purposes of section 16 of the Act the average price to be paid by processors to growers for broiler chickens (referred to in the form of agreement set out in the First Schedule as ***the growing fee***) shall be computed in the manner set out in the Second Schedule.

*[Regulation 4 amended in Gazette 2 Mar 2010 p. 829.]*

**5. Requests and applications to Committee (Act s. 16, 18)**

Any —

- (a) request to the Committee pursuant to section 16(2)(b) of the Act;
- (b) application to the Committee under section 18(1) of the Act,

shall be lodged in writing with the secretary and the secretary shall refer the request or application to the next meeting of the Committee.

*[Regulation 5 amended in Gazette 2 Mar 2010 p. 830.]*

**6. Powers of Committee (Act s. 16, 18)**

- (1) In order to make a determination under section 16 or 18 of the Act the Committee may —
  - (a) require the attendance before the Committee of any person;
  - (b) require any person attending before the Committee to answer any relevant questions put to him or her by the Committee or by any other person so attending.
- (2) In order to make a determination under section 18 the Committee may require the production of any relevant books, papers or documents but a person shall not be required to produce any book, paper or document that he or she could not be compelled to produce on the trial of an action.
- (3) Subject to subregulation (2) a person shall not without reasonable excuse —
  - (a) fail to attend before the Committee when required to do so;
  - (b) fail to produce any books, papers or documents to the Committee when required to do so;

(c) refuse to answer any relevant question when required to do so by the Committee.

(4) The Committee may correct in any determination any clerical mistake or error arising from any accidental slip or omission.

*[Regulation 6 amended in Gazette 2 Mar 2010 p. 830.]*

**7. Obligations of growers**

(1) A grower shall, within 30 days after entering into an agreement in or to the effect of the form of agreement in the First Schedule, forward a copy of the agreement to the secretary.

(2) A grower or person having the management or control of lands or premises used for or in connection with the growing of broiler chickens shall at the request of the secretary complete and furnish to the Committee a return in a form approved by the Committee containing information required by the Committee for the purposes of section 15(1)(d) of the Act.

(3) A person shall be deemed to comply with subregulation (2) if he or she counter-signs a return containing the required information prepared and signed by an inspector.

*[Regulation 7 amended in Gazette 2 Mar 2010 p. 830.]*

**8. Processor to furnish information as to payments**

A processor shall at the request in writing of the secretary furnish to the Committee an audited statement or statutory declaration showing the amounts paid to growers in respect of broiler chickens during such period as is specified by the secretary.

**9. Certificate for inspectors**

An inspector shall be issued with a certificate of authority in the form of the Third Schedule and shall produce the certificate whenever, during the course of his or her duties, he or she is requested by any person to do so.

*[Regulation 9 amended in Gazette 2 Mar 2010 p. 830.]*

**10. Powers of inspectors**

An inspector may with the consent of the grower or other person having the management or control of lands or premises used for or in connection with the growing of broiler chickens enter and inspect those lands or premises in order to obtain information required by the Committee in order to establish and maintain the records referred to in section 15(1)(d) of the Act.

*[Regulation 10 amended in Gazette 2 Mar 2010 p. 830.]*

**11. Common seal**

- (1) The form of the common seal of the Committee and all other matters relating to the seal shall, subject to this regulation, be from time to time determined by the Committee.
- (2) The common seal shall not be used except upon the order of the Committee.
- (3) Where the common seal is affixed to a document it shall be so affixed in the presence of the chairman or a deputy chairman of the Committee and one other member and the document shall be signed by the chairman or deputy chairman and member in whose presence the common seal was so affixed.

**11A. Time prescribed for making application for review (Act s. 18(3))**

For the purpose of section 18(3) of the Act, the time prescribed for making an application for review to the State Administrative Tribunal is 28 days.

*[Regulation 11A inserted in Gazette 30 Dec 2004 p. 6895.]*

**12. Offences and penalty**

A person who contravenes or fails to comply with any provision of these regulations commits an offence and is liable to a penalty not exceeding \$100.



## First Schedule

### PRESCRIBED BROILER GROWING AGREEMENT

**Date of agreement**<sup>2</sup>

THIS AGREEMENT is made on this the .....  
day of ..... 20.....BETWEEN:

**Processor**<sup>2</sup>

.....  
.....(in this agreement  
called “the Processor”) of the one part AND:

**Grower**<sup>2</sup>

.....  
.....  
(*location of farm*)

(in this agreement called “the Grower”) of the other part

**Recital**<sup>2</sup>

WHEREAS the Processor has agreed to supply chickens to the Grower and the Grower has agreed to undertake to raise them to a marketable age on the terms and conditions set forth in this agreement and whereas the Grower acknowledges that all chickens to be received by him from the Processor from the date of this agreement are the chickens the subject of this agreement and are delivered to him upon the terms and conditions set forth in this agreement now it is witnessed and agreed as follows:

**1. Interpretation**<sup>2</sup>

(1) In this agreement unless the context otherwise requires —

(a) **batch** means that number of chickens supplied by the Processor to the Grower and intended to be reared by the Grower in one operation;

**clause** means a clause of this agreement;

**efficient grower** means a grower who —

(a) meets the criteria for an efficient grower laid down by the Committee from time to time; or

**cl. 1**

---

- (b) fails to meet the criteria referred to in paragraph (a) of this interpretation by reason only of the quality of chickens or feed, of disease or of any other cause that is beyond the control of the grower;

***farm*** means the whole of the property owned or held by the Grower or to which the Grower may otherwise be entitled to possession;

***growing fee*** means the average price determined from time to time under section 16 of the Act or that price as varied in accordance with a determination under that section to take into account the actual productivity of the Grower or of the group of growers each of whom is under agreement with the Processor;

***pool*** means the total of the batches of chickens the collection of which shall have been completed by the Processor from any group of growers each of whom is under agreement with the Processor;

***subclause*** means a subclause of the clause in which the term is used;

***the Act*** means the *Chicken Meat Industry Act 1977* of the Parliament of Western Australia or

- (a) if that Act is amended from time to time — that Act as so amended; or
- (b) if another Act is substituted for that Act — the Act so substituted;

and

- (b) other terms used have the same meaning as they have, respectively, in and for the purposes of the Act.
- (2) This agreement shall be read and construed as if the words “his or their heirs executors or administrators” had been inserted after the words “Processor and Grower” whenever the same occur unless a contrary intention be expressed in or be necessitated by the nature or context of the provision containing any such words respectively and the masculine gender shall include the feminine gender and the neuter gender and *vice versa* and the singular number shall include the plural number and *vice versa* and all covenants, undertakings or obligations entered into by more than one person shall be deemed to be joint and

several and it is agreed that the marginal notes placed beside the clauses, subclauses, paragraphs and subparagraphs are for the sake of more convenient reference only and shall not in any way affect the construction thereof <sup>2</sup>.

**2. Processor's obligations <sup>2</sup>**

(1) The Processor will —

**Supply of chickens <sup>2</sup>**

- (a) supply and deliver to the Grower chickens (debeaked and vaccinated where necessary) suitable to the needs of the Grower, the number and type of chickens to be detailed on the Hatchery Consignment Notes supplied at the times of delivery;

**Supply of feed, medication, etc. <sup>2</sup>**

- (b) arrange for the supply to the Grower of all such feed (of the same specification as supplied to other growers in the same pool), medication, vaccination and disinfectants as may be necessary for the proper and efficient raising of the chickens supplied by the Processor or arrange authority for the Grower to order those goods from suppliers nominated by the Processor;

**Broiler flock supervision <sup>2</sup>**

- (c) provide free of cost to the Grower the services of a Broiler Serviceman, who will be on call at all reasonable times to advise the Grower in the raising and production of the chickens;

**Transport <sup>2</sup>**

- (d) provide at its own expense all transport required for the delivery to the Grower of all goods and chickens to be supplied by the Processor to the Grower pursuant to this agreement and subject to clause 12 for taking delivery of the chickens when they have reached the required marketable age;

**Loading**<sup>2</sup>

- (e) catch and load the chickens on to the said transport when the chickens have reached marketable age as required by the Processor;

**Expansion and contraction**<sup>2</sup>

- (f) where the Grower is an efficient grower —
  - (i) subject to the *Chicken Meat Industry Act (Participation in Growth Expansion) Regulations 1978*, made under the Act, allow the Grower the opportunity to share in the expansion of growing facilities when demand requires an increase in the Processor's output;
  - (ii) notwithstanding any increase or decrease in the total production requirements of the Processor but subject to subclause (3), maintain a constant ratio of shed area between private contract growers and farms in which the Processor has an interest;
  - (iii) generally comply with the provisions (if any) of the regulations made under the Act relating to the rights of, and protection of, growers in the event of expansion and contraction.

**Notice as to supply and collection**<sup>2</sup>

- (g) give the Grower reasonable notice of the time when a batch is to be delivered to or picked up from the Grower.

**Failure to supply feed, etc.**<sup>2</sup>

- (2) If the Processor is unable or fails to supply feed, medication or vaccination as required by subclause (1)(b) and such failure to supply causes or will cause an adverse or detrimental effect on the performance and eventual processing of the chickens, then the Grower shall be at liberty to arrange the supply of the same and to recover the reasonable cost thereof from the Processor.

**Variation of shed ratio**<sup>2</sup>

- (3) The ratio mentioned in subclause (1)(f)(ii) may fluctuate in the short term in order to enable sheds of a viable size to be erected.

3. **Grower's obligations**<sup>2</sup>

The Grower will —

- (a) provide and make available and where necessary install for the purposes set out in this agreement —

**Identification of farm**<sup>2</sup>

- (i) positive identification of the farm at the main gate;  
(ii) the necessary land with suitable drainage and all weather roads and access to shedding as directed and approved by the Processor;

**Building and equipment**<sup>2</sup>

- (iii) the necessary building or buildings, fittings and equipment including brooders, feeders and waterers, all of which shall be clean and ready to receive chickens from the Processor and shall be approved by the Processor and suitable to raise chickens according to practices directed by the Processor;

**Number sheds**<sup>2</sup>

- (iv) positive identification of each Broiler Shed by number;

**Water**<sup>2</sup>

- (v) the necessary water for stock and shed cooling as required by the Processor;

**Labour**<sup>2</sup>

- (iv) all labour required to raise satisfactorily the chickens supplied by the Processor and to give continuous attention at times of high risk (i.e. heat waves or storms);

**Insurance**<sup>2</sup>

- (b) insure the said building or buildings and plant and equipment for the reasonable insurable value thereof against the risks of loss or damage by fire, storm, impact and tempest and effect all insurance relating to employees for Common Law Liability or Workers' Compensation Liability as may be required by the provisions of the *Workers' Compensation Act 1912* (as amended from time to time)<sup>3</sup> of the Parliament

**cl. 3**

---

of Western Australia or any Act passed in substitution for that Act;

**Keep records**<sup>2</sup>

- (c) keep and maintain all such records as shall be reasonably required by the Processor, such records remaining the property of the Processor at all times;

**Feed and medication**<sup>2</sup>

- (d) use the feed, medication and vaccination arranged to be supplied by the processor as detailed in clause 2(b) for the purpose only of the raising and production of chickens supplied by the Processor;

**Notify disease**<sup>2</sup>

- (e) in the event of disease or other sickness occurring in all or any of the chickens supplied by the Processor, forthwith notify the Processor or its Broiler Flock Supervisor and follow the control measures or advice directed or given by either of them or, if he disagrees with this advice or direction, forthwith notify the Processor or its Broiler Flock Supervisor in writing of such disagreement in which case the matter shall be referred to the Chief Veterinary Officer, Department of Agriculture<sup>4</sup>, whose decision, after consultation with the Processor's Veterinary Officers, shall be binding on the parties to this agreement;

**Allow access**<sup>2</sup>

- (f) allow the Processor's Broiler Servicemen or other employee free access at all reasonable times to chickens supplied by the Processor;

**Husbandry and management**<sup>2</sup>

- (g) prepare the shedding for the reception of chickens from the Processor, be present at the time when they are delivered and place them in the brooding area and at all times follow the reasonable advice of the Broiler Servicemen as to general shed preparation and litter replacement and as to the raising and husbandry of, and disease prevention and management practices to be adopted in respect of, chickens supplied by the Processor;

**Not use goods otherwise <sup>2</sup>**

- (h) not use any of the goods arranged to be supplied by the Processor for any purpose other than the raising and production of chickens supplied by the Processor;

**Assistance at pick-up <sup>2</sup>**

- (i) prepare the shedding for catching the chickens as directed by the Processor and be present at the time when the Processor catches and loads the chickens pursuant to clause 2(d);

**Exclude other poultry <sup>2</sup>**

- (j) not permit or allow any other farm yard poultry on the farm or let animals in the building or buildings housing chickens supplied by the Processor, except where agreed to by the Processor.

**4. Weighing of broiler chickens <sup>2</sup>**

All broiler chickens the subject of this agreement shall be weighed over a Registered Weighbridge nominated by the Processor. The Grower may be present at the time of such weighing and shall receive a copy of the Weighbridge ticket for each load if he so requires.

**5. System or method of calculating payment <sup>2</sup>**

The sums of money to be paid by the Processor to the Grower in respect of the raising and production of broiler chickens pursuant to this agreement shall be determined by means of the Pool System or by any other method of calculation based on the growing fee agreed by the parties from time to time after consultation with the Committee.

**6. Calculation of payment to Grower under Pool System <sup>2</sup>**

Where the Pool System is to be used for the determination of the payment to be made to the Grower then, unless the Grower is excluded from the pool payment calculation pursuant to clause 7, the Processor will calculate the liveweight price per kilogram for each batch grown by the Grower in accordance with the following provisions by pooling the result of batches from all growers in the same pool: —

- (a) The total growing costs of all birds picked up during the pool period from each grower in the pool growing the similar

**cl. 6**

---

stock who is not excluded from the pool payment calculation pursuant to clause 7 shall be added up and these growing costs shall comprise the following expenses and notional amounts during the pool period, from each grower referred to above i.e. chickens, feed and medication supplied by the Processor and growing fee (notionally payable on the pick-up of each batch).

- (b) The total growing costs determined pursuant to paragraph (a) shall be divided by the total number of kilograms of liveweight birds picked up during the pool period from each grower in the pool other than any grower excluded from the pool payment calculation pursuant to clause 7.
- (c) The figure thus calculated is the liveweight price per kilogram for all broiler chickens grown during the pool period by each grower.
- (d) The liveweight price per kilogram thus determined will then be applied to the Grower's batch picked up during the pool period to give the gross proceeds of the Grower. From the gross proceeds of the Grower will be deducted the costs of chickens, feed and medication supplied to the Grower by the Processor in respect of that batch.
- (e) Payment will be made by the Processor to the Grower by means of an interim payment within fourteen (14) days of the final pick-up of the broiler chickens from the farm for that batch pending final payment, and the final payment will be made within fourteen (14) days after the completion of the pool period. Both periods of days referred to in this paragraph may be varied by mutual agreement from time to time.
- (f) Where there are wide fluctuations in price or quality of feed and/or day old chicken prices within the pool period the Processor will have the right to adjust the pool at such time as these wide fluctuations occur.
- (g) The calculations referred to in this clause shall apply only in respect of growers growing similar stock so that there will be different pool calculations for growers of other types of poultry.
- (h) All calculations in respect of this clause shall be made available in detail to the Committee, and may be made



available to an independent Public Accountant acceptable to the Grower and Processor who will verify the Processor's calculations and will if required by the Grower qualify his individual result. If the fault lies with the Processor, all costs will be paid by the Processor. If the fault does not lie with the Processor, all costs will be paid by the Grower.

**7. Exclusion from Pool <sup>2</sup>**

The Processor reserves the right —

- (a) to exclude any grower from a pool payment calculation under clause 6 prior to the supply to that grower of a batch of chickens if —
  - (i) the normal requirements of broiler growing have not been observed by that grower;
  - (ii) that grower is in breach of his contract with the Processor; or
  - (iii) that grower is not an efficient grower;
- (b) to exclude any grower from a pool payment calculation under clause 6 if the results of that grower in the pool are seriously impaired due to any circumstances whether those circumstances are beyond the control of the grower or not.

**8. Payment to the Grower where excluded from Pool <sup>2</sup>**

- (1) Subject to subclause (2) where the Grower is excluded from the pool payment calculation in respect of a particular pool the Grower shall be paid, in respect of birds marketed from the batch concerned, an amount, determined by negotiation between the parties having regard to the growing fee and all other relevant factors.
- (2) Where the Grower —
  - (a) has provided the relevant cooling facilities and supervision pursuant to clause 3(a)(v) and (vi); and
  - (b) is excluded from the pool payment calculation in respect of a particular pool as a result of his results in that pool being seriously impaired by heatwave conditions,

the Grower shall be paid the full growing fee in respect of all birds marketed from the batch concerned.

AND IT IS FURTHER EXPRESSLY AGREED AND DECLARED as follows:

**9. Termination date for raising of batch <sup>2</sup>**

The Processor has the sole right to decide at what time the raising and production of a batch of chickens supplied by it shall terminate. If the raising of a batch is terminated ten (10) days or more before the average age at which normally caught and loaded by the Processor or continues for ten (10) days or more after that average age, then the Grower shall be suitably compensated.

**10. Liability for insurable losses <sup>2</sup>**

The Grower shall not be liable to the Processor for any losses suffered by the Processor by reason of the death or sickness of any of the Processor's chickens resulting from fire, storm or tempest against which the Processor can insure; PROVIDED THAT in the event of the chickens or any of them being neglected or not properly cared for by the Grower or the Grower not complying with his obligations set out in this agreement or the Grower not complying with any reasonable advice tendered by the Processor as to the care, medication, vaccination or raising or pick-up of the chickens, then it shall be lawful for the Processor at the expense in all things of the Grower either to engage an employee or employees to raise and produce the chickens or remove the same or do both such things and in such event the Processor shall be at liberty to deduct from any amount otherwise due or becoming due to the Grower all expenses incurred in such action.

**11. Grower an independent contractor <sup>2</sup>**

The Grower shall be and remain an independent contractor and shall not at any time be the servant, employee or agent of the Processor and the arrangement between the parties evidenced by this agreement shall take effect on this basis.

**12. Insolvency <sup>2</sup>**

- (1) If the Grower —
- (a) commits any act of bankruptcy; or
  - (aa) is placed in liquidation; or

- (b) becomes insolvent within the meaning of the *Sale of Goods Act 1895*, of the Parliament of Western Australia; or
- (c) assigns his estate for the benefit of creditors; or
- (d) suffers execution to be levied against his estate; or
- (e) parts with possession of any chickens or other goods supplied pursuant to this agreement or attempts to encumber, transfer or dispose of same; or
- (f) does or suffers anything whereby he might be deprived of chickens or other goods supplied pursuant to this agreement; or
- (g) becomes of unsound mind or incapable of providing for the rearing of birds,

then the Processor may at the expense in all things of the Grower remove any chickens and other goods supplied pursuant to this agreement from the Grower's premises and in such event the Processor shall be at liberty to deduct from any amount otherwise due or becoming due to the Grower all expenses incurred in such action and the Processor, or its employee or agent acting with its authority, shall have full leave and licence to enter any premises on which the chickens are kept or are supposed to be kept in order to effect such removal.

- (2) If the Processor —
- (a) commits an act of bankruptcy; or
  - (b) is placed in liquidation; or
  - (c) enters into a composition with its creditors; or
  - (d) suffers execution to be levied against it; or
  - (e) suffers anything whereby the Grower is deprived of goods or services to be provided by the Processor pursuant to this agreement with the consequence that the performance and eventual processing of the birds being currently grown at the time of such default are adversely or detrimentally affected,

then in such case the Grower shall be at liberty to provide the goods or services and to charge the same to the Processor or (if the Grower shall incur liability in respect thereof) to recover forthwith from the Processor the amount of such liability together with all other losses or

**cl. 13**

---

expenses incurred by the Grower by reason of the default of the Processor.

**13. Term of agreement<sup>2</sup>**

This agreement shall continue until terminated in accordance with clause 14.

**14. Termination of agreement<sup>2</sup>**

This agreement may be terminated —

- (a) by mutual consent of the parties;
- (b) by either party by giving to the other party not less than twelve (12) months' written notice but no notice of termination may be given under this paragraph before the expiration of a period of four (4) years from the date of this agreement;
- (c) by either party by giving written notice to the other party where that other party has committed a breach of this agreement but no notice of termination may be given under this paragraph unless rectification of the breach has not occurred within a reasonable period of time after written notice of the breach has been given to the offending party by the aggrieved party;
- (d) by the Grower by his becoming permanently incapable of carrying on the business of a Broiler Grower because of illness and advising the Processor in writing of such circumstances;
- (e) by the Processor by written notice to the Grower where the Grower has ceased to be an efficient grower.

**15. Goods unused on termination of agreement<sup>2</sup>**

If this agreement is terminated and any of the goods arranged to be supplied by the Processor to the Grower pursuant to this agreement remain unused, the Processor may at its option refuse to accept the return of those goods and may charge the Grower for them on the basis that they are goods sold and delivered by the Processor to the Grower. If the Processor exercises this option then the provisions of clause 3(h) shall not apply to those goods. If this agreement is

renewed the Processor may elect to treat those goods as supplied under the new agreement.

**16. Transfer of business by Processor <sup>2</sup>**

The Processor shall not be entitled to sell, lease, assign or otherwise dispose of his interest in the business in respect of which broiler chickens received pursuant to the agreement to another person who carries on or intends to carry on the business of processing broiler chickens unless the rights and benefits of the Processor under this agreement are also assigned to the purchaser pursuant to an instrument under which the purchaser undertakes to be bound by this agreement and to fulfil and carry out all of the obligations of the Processor under this agreement.

**17. Transfer of agreement <sup>2</sup>**

The Grower shall not be entitled to assign this agreement or the benefit hereof, without prior written consent of the Processor, but that consent shall not be unreasonably withheld.

**18. Arbitration <sup>2</sup>**

- (1) If any difference shall arise between the parties hereto as to anything contained in or concerning this agreement and its interpretation or touching on matters arising from the contractual relationship hereby created the parties may by mutual consent refer the point of difference to a person mutually acceptable to the parties who will arbitrate on the point of difference and his determination shall be binding on both parties.
- (2) Where a point of difference has been referred to an arbitrator pursuant to subclause (1) neither party may refer that point to the Committee as a dispute for determination pursuant to section 18 of the Act unless that arbitrator has advised the parties that he is unable to make a determination on the point.
- (3) Except as provided in subclause (2) nothing in subclause (1) affects the right of either party to refer a dispute arising between the parties to the Committee for determination pursuant to section 18 of the Act.

**Chicken Meat Industry Act Regulations**  
**First Schedule**

**cl. 19**

---

**19. Persons to be bound by agreement <sup>2</sup>**

This agreement shall be binding upon the respective successors and permitted assigns of the parties and, in the case of a Grower being an individual, shall be binding upon the legal personal representatives of the Grower.

In witness whereof the parties to this agreement have executed this agreement the day and year first hereinbefore mentioned.

Signed by the Grower above  
referred to and in the presence  
of:

.....

.....

Signed for and on behalf of the  
Processor above referred to by:

.....

and in the presence of:

.....

.....

*[First Schedule amended in Gazette 22 Dec 1978 p. 4838; 24 Aug 1979  
p. 2581; 2 Mar 2010 p. 830.]*

---

## Second Schedule

**1. Term used: farm model <sup>2</sup>**

In this Schedule —

*farm model* means the model devised from time to time by the Committee for the purposes of computing the costs of production.

*[Clause 1 inserted in Gazette 2 Mar 2010 p. 831.]*

**2. Formula for computing average price <sup>2</sup>**

The average price will be computed by applying to the farm model the formula —

$$\frac{\text{Annual Cost of Production in (cents)}}{\text{Productivity}}$$

*[Clause 2 erratum in Gazette 4 Aug 1978 p. 2835; amended in Gazette 24 Aug 1979 p. 2582; 2 Mar 2010 p. 831.]*

*[3. Deleted in Gazette 2 Mar 2010 p. 831.]*

**4. Cash and imputed costs <sup>2</sup>**

The components of the cost of production will include —

- (a) cash costs, that is to say —
  - (i) repairs and maintenance;
  - (ii) fuel;
  - (iii) electricity;
  - (iv) insurance;
  - (v) wages;
  - (vi) local government rates;
  - (vii) litter supply and removal;
  - (viii) pest control;
  - (ix) sundry; and
  - (x) owner's salary;

and

**Chicken Meat Industry Act Regulations**  
**Second Schedule**

**cl. 4**

---

- (b) imputed costs, that is to say —
  - (i) interest on capital invested in land;
  - (ii) interest on capital invested in property other than land; and
  - (iii) depreciation on improvements and plant.

[5, 6. Deleted in Gazette 2 Mar 2010 p. 831.]



**Third Schedule**

Appointment notified in <i>Government Gazette</i> Number .....	CERTIFICATE OF AUTHORITY No.
dated .....	This is to Certify that .....
.....	.....
.....	has been appointed an Inspector under the <i>Chicken Meat Industry Act 1977</i> and has legal authority to exercise the powers conferred by the Act upon the holder of such office.
..... Specimen Signature of Holder	..... Minister for Agriculture <sup>5</sup>

**Notes**

- <sup>1</sup> This is a compilation of the *Chicken Meat Industry Act Regulations* and includes the amendments made by the other written laws referred to in the following table. The table also contains information about any reprint.

**Compilation table**

<b>Citation</b>	<b>Gazettal</b>	<b>Commencement</b>
<i>Chicken Meat Industry Act Regulations</i>	28 Jul 1978 p. 2756-63 (erratum 4 Aug 1978 p. 2835)	28 Jul 1978
Untitled regulations	22 Dec 1978 p. 4838	22 Dec 1978
Untitled regulations	24 Aug 1979 p. 2581-2	24 Aug 1979
<i>Chicken Meat Industry Act Amendment Regulations 1982</i>	22 Jan 1982 p. 238	22 Jan 1982
<b>Reprint of the <i>Chicken Meat Industry Act Regulations</i> as at 19 Oct 2001</b> (includes amendments listed above)		
<i>Chicken Meat Industry Act Amendment Regulations 2004</i>	30 Dec 2004 p. 6895	1 Jan 2005 (see r. 2 and <i>Gazette</i> 31 Dec 2004 p. 7130)
<i>Chicken Meat Industry Act Amendment Regulations 2010</i>	2 Mar 2010 p. 829-31	r. 1 and 2; 2 Mar 2010 (see r. 2(a)); Regulations other than r. 1 and 2: 3 Mar 2010 (see r. 2(b))

**Reprint 2: The *Chicken Meat Industry Act Regulations* as at 20 Aug 2010**  
(includes amendments listed above)

**These regulations expired on 31 Dec 2010 (see the *Chicken Meat Industry Act 1977* s. 29 and notice published in *Gazette* 19 Dec 2003 p. 5140)**

---

- <sup>2</sup> Marginal notes in Schedules have been represented as bold headnotes in this reprint but that does not change their status as marginal notes.
- <sup>3</sup> Repealed by the *Workers' Compensation and Assistance Act 1981* (now called the *Workers' Compensation and Injury Management Act 1981*).
- <sup>4</sup> Under the *Alteration of Statutory Designations Order 2006* a reference in any law to the Department of Agriculture is read and construed as a reference to the Department of Agriculture and Food.
- <sup>5</sup> At the time this reprint was prepared the Minister was known as the Minister for Agriculture and Food.

## Defined terms

*[This is a list of terms defined and the provisions where they are defined.*

*The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
inspector.....	2
Schedule.....	2
the Act.....	2
the secretary .....	2
the growing fee .....	4