

# Terms and conditions for membership of the Sustainable Winegrowing New Zealand (SWNZ) programme



## Background

These terms and conditions (**Terms**) apply to all types of SWNZ Members.

SWNZ is a voluntary sustainability programme run by New Zealand Winegrowers Incorporated (**NZW**). These Terms set out the requirements of the SWNZ programme, including the requirements of documents referred to in these terms (eg the Questionnaire requirements).

By applying to become a SWNZ Member or by renewing your membership, you agree to these terms and conditions. These Terms form an agreement between NZW and the SWNZ Member.

The SWNZ programme has the following objectives:

- Provide standards and guidance for members to ensure stewardship across key focus areas of sustainability.
- Provide Members with a regular set of benchmarks enabling them to make informed business decisions across key focus areas with the aim of continuous improvement.
- Protect and enhance the reputation of the New Zealand wine industry nationally and abroad by ensuring the industry's social license to operate.

(together, the **Objectives**).

The goal is for SWNZ to highlight the sustainability of the New Zealand wine industry and to be globally recognised as a leader in this area. To do so, the programme must be robust and operate with integrity, so that people can have faith in the certifications issued under it.

The programme fundamentally operates on the basis of consent. Information sharing and auditing (including site access), are integral parts of our programme, so that we may verify compliance with the rules of the programme. This places SWNZ in the same category as many other voluntary certification programmes (eg organic or biodynamic certification).

Neither NZW nor SWNZ are regulators; however, as part of our verification programme we will review compliance with some legal obligations that you must meet outside of SWNZ.

## 1. Definitions

These definitions apply to these Terms:

- a. Audit:** An assessment of compliance with these Terms and with the requirements of the SWNZ programme.
- b. Contract Processing Facility:** A facility that is involved in processing winegrapes or grape wine, but is not a Winery or Vineyard. This includes bottling and crush facilities.
- c. Equivalence:** A Winery or Vineyard that is fully certified as Organic may apply for SWNZ certification and may be granted equivalence on the basis that their existing certification covers some of the requirements of these Terms.
- d. Organic:** A Vineyard or Winery that is certified by BioGro, Demeter orASUREQuality as organic.
- e. Questionnaire:** A record to be completed online that contains a number of compliance obligations for SWNZ Members. All requirements relate to one or more of the six focus areas of sustainability: Water; Soil; Pest & Disease; Waste; Climate Change; and People. In order to complete a Questionnaire, the SWNZ Member will need to keep records throughout the year. There are different Questionnaires depending on the membership type. Until 2020, Questionnaires were also known as scorecards.
- f. Spray Diary:** A record of agrichemicals, herbicides and fertilisers applied in a Vineyard, including quantity and application rate. It also requires entry of harvest date(s) each season so that the Spray Diary can be assessed for compliance with these Terms.
- g. SWNZ Member:** A person (including an individual, company or other organisation) that is a member of the SWNZ programme for any given year. Membership (and therefore certification) attaches to an individual vineyard, winery or other business. For the avoidance of doubt, two vineyards separated from each other but which are wholly owned by the same owner(s), or two vineyards which are next to each other but with different owners, must apply for SWNZ membership separately, will each incur separate membership fees and will be allocated their own NZW/SWNZ ID number.

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- h. Vineyard:** Means a person whose business is or includes growing winegrapes for sale or export.
  - i. Biosecurity Vineyard Register:** A form requiring a Vineyard to submit data about the status of their vineyard. This includes, but is not limited to, grape varieties grown, plantings, site locations and organics. It assists with biosecurity monitoring.
  - j. Winery:** Means a person whose business is or includes:
    - i. producing and selling grape wine or grape wine products; or
    - ii. producing and selling grape wine or grape wine products that have been produced on that person's behalf.

## 2. Membership

- a.** In order to obtain SWNZ certification for any given year, you must be a SWNZ Member.
- b.** There are the following types of memberships available:
  - i. Vineyard
  - ii. Winery
  - iii. Vineyard (Equivalence)
  - iv. Winery (Equivalence)
  - v. Contract Processing Facility - New Zealand
  - vi. Contract Processing Facility - Overseas
  - vii. Winery (Brand Only/No-Site Winery)
- c.** The SWNZ membership year runs from **1 July** in any year **to 30 June** of the following year.
- d.** To apply for SWNZ membership, you must complete the appropriate application form (either the PDF form or by completing the online form on [nzwine.com](http://nzwine.com)) and submit it following the instructions on the form. You will receive written confirmation that the form has been received. Applications must be received by 31 January in order to guarantee that the SWNZ Member will be eligible for certification for the SWNZ membership year ending 30 June of that year.

## 3. Obligations on SWNZ Members

- a.** SWNZ Members must comply with a number of obligations. Some apply to all SWNZ Members, while others only apply to some membership types.
- b.** The following obligations apply to **all SWNZ Members**:
  - i. Comply with these Terms, including the Objectives.
  - ii. Pay any applicable fees for the membership type, as specified on the NZW website (including membership fees and Audit fees). If you are required to pay fees, you will typically receive an invoice by email in May of each year, with payment due by 30 June.
  - iii. Notify NZW as soon as reasonably practicable if there are any substantive changes in circumstances of their membership (eg if a vineyard is sold and there is a change of contact information).
  - iv. Comply with all applicable legal requirements relevant to their business (eg Wine Act 2003, Health and Safety at Work Act 2015, Customs and Excise Act 2018).
  - v. Comply with the requirements of the applicable Questionnaire (Questionnaire requirements will vary by membership type). Complete and submit the applicable Questionnaire online by 30 June each year.
  - vi. Comply with Audits as required, pursuant to clause 4 below.
  - vii. Behave in an appropriate manner towards NZW staff and auditors (this means no verbal/physical abuse).
  - viii. Only use the SWNZ logo in accordance with the SWNZ logo use policy and with written permission from NZW. This includes only using the SWNZ logo on wine that has been SWNZ certified through all stages of the production chain (including grape sources through to winemaking and bottling).
- c. Vineyard** members must also:
  - i. Maintain an up to date Spray Diary.
  - ii. Comply with the requirements set out in the relevant NZW Spray Schedule.
  - iii. Complete the Biosecurity Vineyard Register by 30 June each year.
- d. Vineyard (Equivalence)** members must also:
  - i. Comply with the requirements set out in the relevant NZW Spray Schedule.

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- ii. Submit proof of organic certification by 30 June each year.
  - iii. Complete the Biosecurity Vineyard Register by 30 June each year.
- e. Winery (Equivalence) members must also:**
- i. Submit proof of organic certification by 30 June each year.
- f.** Each SWNZ Member is responsible for the actions of their employees, contractors and agents. For example, a breach of these Terms by an employee, contractor or agent of a SWNZ Member will be treated as a breach by that SWNZ Member.

## 4. Audit process

- a.** To uphold the integrity of the programme and to provide on-site assistance with compliance, compliance with these Terms will be subject to audit by NZW (and/or by contractors acting on its behalf).
- b.** An Audit will take one of the following three formats:
  - i. Full-Site Audit:** The auditor visits the site(s) concerned and checks the Questionnaire and Spray Diary (for vineyards) against the SWNZ Member's operations, including reviewing documents.
  - ii. Desktop Audit:** The auditor only reviews relevant documentation submitted by the SWNZ Member.
  - iii. Remote Audit:** The auditor conducts a full audit so far as possible, without going to the physical site. This may include video calls with staff and may require documentation to be sent to the auditor beforehand. This type of Audit may be used in place of a Full-Site Audit at NZW's discretion.
- c.** An Audit may be undertaken for any of the following reasons:
  - i. New member Audit:** If a SWNZ Member is new to the programme, or they are re-registering, they will receive a Full-Site Audit within the first 12 months. This will usually take place in February and March before harvest.
  - ii. Routine Audit:** Following that first audit, SWNZ Members will be routinely audited approximately once every three years. This will usually take place in July to December and will be either a Full-Site Audit or a Remote Audit. SWNZ Members will receive a written notice at the start of the SWNZ membership year with an estimated timeframe for their Routine Audit.
  - iii. Additional Audits:** Additional Audits may be undertaken at NZW's sole discretion. For example, these may be random, following a change of ownership or management, following a complaint about a possible breach of these Terms by the SWNZ Member or to check that corrective actions have been met. Additional Audits may also be conducted at short notice, but the SWNZ Member will always receive at least one week's notice. Additional Audits may be audits of any type.
- d.** To facilitate the Audit, SWNZ Members may be required to do any of the following (depending on the type of Audit):
  - i.** Provide access to allow auditors to access the site(s) the SWNZ Member is registered for (eg the Vineyard or Winery).
  - ii.** Allow auditors to meet with staff from the SWNZ Member and speak with them about compliance with these Terms.
  - iii.** Provide the auditor with documents or other materials requested to demonstrate compliance with the Terms (for example, with a copy of documents referred to in the Questionnaire).
- e.** Auditors will also have access to all Questionnaire and Spray Diary submissions for the site(s) they are auditing.
- f.** While on-site, auditors will follow all reasonable directions from the SWNZ Member about matters of health and safety. It is the responsibility of the SWNZ Member to brief the auditor on any specific health and safety requirements for the site.
- g.** At the completion of the Audit, there are two possible outcomes:
  - i. Compliant:** The SWNZ Member fully complies with the Terms.
  - ii. Corrective action(s) required:** If the Terms are not met, the Auditor or a staff member of NZW will assign corrective actions online. The corrective actions will set out what steps the SWNZ Member must take in order to comply with the Terms and a timeframe for compliance. The SWNZ Member can request an extension to the timeframe. Whoever assigned the corrective action may, in their absolute discretion, determine whether to grant an extension. However, in the event that there is a disagreement between NZW and the Auditor about whether an extension should be granted, the final decision will be made by the GM Sustainability.
- h.** Corrective actions are managed online. Once a SWNZ Member completes a corrective action, they must send evidence of their compliance to whoever assigned the corrective action. That person will assess the evidence. This typically includes conducting an Additional Audit (which is usually a Desktop Audit). Once

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the auditor or NZW staff member is satisfied that all corrective actions have been met, the Audit will then be considered compliant.

- i. If the SWNZ Member does not complete the corrective actions or provide evidence that satisfied the auditor that they have been completed, the audit is classified as “did not achieve” and the SWNZ Member cannot receive certification for any affected sites.

## 5. SWNZ certification

- a. If a SWNZ Member has met these Terms (including completing all corrective actions so that none are outstanding), they are entitled to SWNZ certification.
- b. SWNZ certification is granted in advance. So, if a member meets all the Terms for the SWNZ membership year ending 30 June 2021, they will receive certification for the following year (1 July 2021 to 30 June 2022, covering the 2022 harvest/vintage).
- c. Proof of SWNZ certification is in the form of a status letter. For SWNZ Members with multiple sites, a separate letter will be issued for each site that is compliant. SWNZ Members can download a copy of current and previous status letters at any time from the NZW member website (except for Equivalent members and Contract Processing Facility – Overseas members, who can request a copy at any time from the SWNZ team). Status letters are typically available from August onwards.
- d. In exceptional circumstances, NZW may issue SWNZ certification where these Terms have not been complied with (eg where there is a minor outstanding corrective action). NZW may choose to take this step at its sole discretion.
- e. For the avoidance of doubt, this clause is subject to clause 6.

## 6. Breaches of these Terms

- a. To uphold the integrity of these Terms, it is important that NZW is able to take action in response to non-compliance.
- b. Breaches of these Terms will fall into two categories:
  - i. **Non-compliance:** Examples of non-compliance include any of the following, without a reasonable explanation:
    - 1. Failure to provide the Questionnaire or other documents on time.
    - 2. Failure to turn up to a scheduled Audit.
    - 3. Failure to pay any applicable fees on time.
    - 4. Failure to complete a corrective action within the required timeframe.
  - ii. **Serious non-compliance:** In the event of serious or repeated breaches of these Terms, NZW (acting through the GM Sustainability) may conduct an investigation. Any investigation would follow the principles of natural justice, including giving the SWNZ Member an opportunity to respond. Following that investigation, NZW (acting through the GM Sustainability) may revoke certification, cancel status letters, suspend the SWNZ Member for a specified period of time and/or deregister the SWNZ Member from the programme. In the event of deregistration, NZW (acting through the GM Sustainability) may impose a stand down period before a SWNZ Member may re-register in the programme.
- c. For the avoidance of doubt, a corrective action that is met within the required timeframe will not ordinarily be dealt with under this clause 6 (and will not ordinarily be treated as non-compliance).
- d. If NZW becomes aware of suspected criminal activity by a SWNZ Member, this may be reported to the appropriate authorities.

## 7. Privacy and confidentiality

- a. To administer the SWNZ programme, NZW collects information about SWNZ Members’ sustainability activities (such as water and energy use, and use of agrichemicals) and link this to your NZW membership, if applicable. This information may be used to help monitor and audit compliance with the programme’s requirements.
- b. NZW may also share information from the SWNZ programme, including Questionnaires and Spray Diaries, with:
  - i. contractors who may conduct Audits or compile data/statistics on NZW’s behalf; and
  - ii. New Zealand Winegrowers Research Centre Limited (trading as the Bragato Research Institute (BRI)), a wholly owned subsidiary of NZW that conducts grape and wine research for the benefit of the industry.

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- c. NZW and/or BRI may publish aggregated data/statistics from the SWNZ programme that does not name any individual SWNZ Member. Data/statistics collected under the SWNZ programme may also be used in benchmarking reports, so that SWNZ Members can see how their data compares across national and regional averages.
  - d. NZW may publish names of current SWNZ Members and their certified vintages on the NZW website, or on request by interested parties. NZW may also confirm whether a SWNZ Member is certified on request by interested parties (eg by a winery who has purchased the grapes from a grower). However, NZW will not disclose the status letter to anyone other than the SWNZ Member (or their representative) without the SWNZ Member's consent.
  - e. If your Vineyard is sold, NZW may give access to your previous Spray Diary records to the new owner.
  - f. NZW may seek your consent to share information with government for the purposes of fulfilling a farm environment management plan (or similar). If consent is given, then this information will be shared on an ongoing basis unless and until consent is revoked.
  - g. For all other privacy matters, personal information obtained under the SWNZ programme is otherwise dealt with under the NZW Privacy Policy, available online [here](#).

## 8. Other matters

- a. **Access to resources:** NZW may grant non-members (including former members) access to certain SWNZ resources (eg Grapelink) and may charge a fee for this service. For the avoidance of doubt, such arrangements are excluded from these Terms.
- b. **Decisions:** Any decision made by NZW pursuant to these Terms (including on matters of interpretation) is final.
- c. **Signage:** SWNZ Members may purchase a SWNZ sign to display at their site. If the sign is lost, stolen or damaged, a replacement is available free. Contact the SWNZ team [membership@swnz.org.nz](mailto:membership@swnz.org.nz) for more information.
- d. **Feedback:** Feedback on the administration of the SWNZ programme (including Audits) should be directed to [membership@swnz.org.nz](mailto:membership@swnz.org.nz).
- e. **Cancellation:** If a SWNZ Member wishes to cancel their membership, they should notify NZW by email to [membership@swnz.org.nz](mailto:membership@swnz.org.nz). They will retain any previous certification or status letters, but will not receive anything further going forward unless they re-register.
- f. **No liability:** NZW nor any of its employees, contractors or agents are liable to SWNZ Members for any activities conducted under these Terms, unless such activities are conducted in bad faith.
- g. **Force majeure:** Neither NZW nor SWNZ Members will be liable for any failure to fulfil their obligations under these Terms if such failure arises from any cause reasonably beyond its control (a **Force Majeure Event**). The party affected by a Force Majeure Event will use all reasonable endeavours to mitigate the effect of the Force Majeure Event and continue to perform its obligations insofar as practicable. If there has been a Force Majeure Event, NZW will take this into account in administering clause 6.
- h. **Variation:** Minor amendments to these Terms may be made by NZW at its sole discretion at any time (eg correction of typographical errors, minor changes in terminology). A copy of the latest Terms is available on the NZW website [here](#).