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

New Zealand Wine
Altogether Unique.

SUSTAINABLE NEW ZEALAND WINEGROWING

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**).

A key goal for SWNZ is 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 in New Zealand 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 or AsureQuality 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; Plant Protection; 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.

h. **SWNZ Standard:** The document that specifies the programme requirements for each SWNZ membership type to obtain and maintain SWNZ certification. There are different requirements depending on the membership type. The SWNZ Standard is available on the NZW website here.

i. **Vineyard:** Means a person whose business is or includes growing winegrapes for sale or export.

j. **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.

k. **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

   vi. 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) 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, late 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. If you have outstanding submissions **and/or** have not paid your membership fee by **1 September** in any given year, you may be charged a late fee, as specified on the NZW website. If a late fee is charged, payment of that fee is required to ensure ongoing SWNZ certification for the applicable property.

   iv. 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).

   v. 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).

   vi. Comply with the mandatory requirements of the applicable SWNZ Standard (SWNZ Standard requirements will vary by membership type).

   vii. Complete and submit the applicable Questionnaire online by 30 June each year (Questionnaires vary by membership type).

   viii. Comply with Audits as required, pursuant to clause 4 below.

   ix. Behave in an appropriate manner towards NZW staff and auditors (this means no verbal/physical abuse).

   x. Only use the SWNZ logo in accordance with the SWNZ logo conditions of use 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, if bottling takes place in New Zealand).

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. Submit proof of organic certification by 30 June each year.
    ii. 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 to April 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. Following the completion of the annual Questionnaire and Spray Diary (vineyards only), the SWNZ Member will be contacted by their assigned auditor to schedule a date and time for the audit to take place.
    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 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.

j. Separate to these terms and conditions, a SWNZ Vineyard Member may nominate a vineyard manager who may add them to a group of SWNZ Members (selected by that vineyard manager when the vineyards they manage are of the same membership type and located in the same region). If this applies, all sites in the group will be audited together. Any Audit reports/post-Audit documents will contain information collected about all SWNZ Members in the Group. If corrective actions are required for any site in the Group, then the corrective action will impact all sites in the Group.

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 Terms for the SWNZ membership year ending 30 June 2026, they will receive certification for the following year (1 July 2026 to 30 June 2027, covering the 2027 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 portal.

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. While SWNZ certification is ordinarily granted in advance, NZW may issue SWNZ certification retrospectively for the year preceding the current SWNZ membership year. NZW may choose to take this step at its sole discretion.

f. 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.

c. NZW may sell anonymised and aggregated Spray Diary data to agrichemical registrants to assist (among other things) those businesses to understand sector-specific product performance and usage trends. For the avoidance of doubt, all data will be anonymised and will not identify any individual SWNZ Member.

d. NZW and/or BRI may publish or share aggregated data/statistics from the SWNZ programme that does not name or otherwise identify 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.

e. NZW may publish or share 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.

f. If your Vineyard is sold, NZW may give access to your previous Spray Diary records to the new owner. For the avoidance of doubt, this means that there may be a period of time where both the previous and new owner of a Vineyard can access SWNZ resources at the same time (for example, to allow the original owner to complete outstanding submissions). Previous Questionnaire responses will not be shared without permission from the prior owner.

g. 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.

h. If a SWNZ Vineyard Member has nominated a vineyard manager who may add them to a group (as per clause 4j above), then the Audit Reports and Questionnaire submissions will be accessible by and contain information about all group Members.

i. 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 for more information.

d. Feedback: Feedback on the administration of the SWNZ programme (including Audits) should be directed to 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. They will retain any previous certification and 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.