

NZHIA Hemp Seed Project

Terms & Conditions

These Terms & Conditions apply to all purchases, supply, distribution and use of hemp seed for sowing supplied through the NZHIA Hemp Seed Project. They apply together with the Grower Information Form, NZHIA Privacy Statement and Seed Supply Terms & Purchaser Declaration.

By purchasing or receiving seed from NZHIA, the purchaser agrees to these Terms & Conditions. If there is any inconsistency, any mandatory New Zealand law prevails over these Terms & Conditions.

1. About NZHIA

The New Zealand Hemp Industries Association (NZHIA) operates the Hemp Seed Project to:

- improve access to small-scale seed supply
- support responsible hemp industry development
- encourage best-practice cultivation
- promote industry education and collaboration

NZHIA acts solely as a distributor of seed sourced from third-party suppliers and is not an agent, adviser or guarantor of outcomes.

2. Definitions and Legal Context

For these Terms & Conditions, “hemp” means Cannabis sativa plant material that meets the New Zealand legal definition of hemp, including the THC threshold of not more than 1% of dry weight. “Seed” means hemp seed supplied through the NZHIA Hemp Seed Project for sowing.

The Misuse of Drugs (Industrial Hemp) Regulations 2006 have been revoked. The current framework permits many domestic hemp activities without the former industrial-hemp licence, but cultivation is subject to prior notification to Police and MPI, and import/export of whole seed or plant material remains separately licensed.

3. Educational Purpose

NZHIA provides general educational information, guidance documents and industry resources only.

NZHIA does not provide legal advice, agronomic certification, medical advice, food-safety certification, medicinal-cannabis certification, compliance certification or commercial guarantees.

Growers are encouraged to seek independent professional advice where appropriate.

4. Purchaser Responsibilities

The purchaser remains solely responsible for cultivation activities, understanding applicable laws, compliance obligations, crop management, THC compliance, testing decisions, harvest practices, storage, transport and market suitability.

The purchaser acknowledges that they are responsible for ensuring all activities comply with applicable legal and regulatory requirements, including Police and MPI notification requirements, Food Act requirements for hemp seed food products, Medicinal Cannabis Scheme requirements where relevant. MPI guidance on animal food, import/export licencing and any local authority, biosecurity, health and safety or contractual obligations.

5. Police and MPI Notifications

Before cultivating or planting hemp, a purchaser who does not already have an applicable medicinal cannabis licence must notify New Zealand Police and MPI. Each hemp notification is valid for one year and must be renewed if cultivation continues.

The Police notification must include identifying details, address and contact details, cultivation location including a plan or map if the address is not sufficient, and the intended nature and scale of cultivation. MPI notification must include identifying details, address and contact details.

6. Seed Supply

NZHIA supplies seed in good faith from reputable suppliers.

Subject to non-excludable rights and remedies, NZHIA does not guarantee germination rates, crop performance, cannabinoid expression, THC compliance, yield, genetic stability, market suitability or commercial outcomes.

Seed performance may vary depending on environmental conditions, cultivation practices, handling, storage, pests, disease and pollination.

7. Pollen Drift & Cross-Pollination

Hemp is a wind-pollinated crop. The purchaser acknowledges that pollen drift may occur, neighbouring crops may be affected, and cross-pollination risks cannot be fully controlled outdoors.

NZHIA encourages responsible cultivation, industry cooperation and voluntary communication between growers.

Subject to non-excludable rights and remedies, NZHIA accepts no liability for pollen drift, crop contamination, genetic contamination or commercial impacts arising from cross-pollination or cultivation activities outside NZHIA's control.

8. THC Compliance

THC compliance remains the responsibility of the grower. Environmental conditions, genetics, stress, climate and pollination may influence cannabinoid expression.

Testing requirements have been removed under the current hemp framework, but growers may test to satisfy themselves (and their suppliers) that they are dealing only with hemp and remain responsible for complying with the applicable THC threshold.

NZHIA does not guarantee THC compliance outcomes and accepts no liability relating to failed testing, regulatory breaches, crop destruction or associated losses, except to the extent liability cannot lawfully be excluded.

9. Food, Medicinal Cannabis, Import/Export and Product Restrictions

Hulled hemp seed food products are subject to the Food Act 2014 and associated requirements. Any food, natural-health, cosmetic, therapeutic, dietary supplement or medicinal-cannabis product development or marketing remains the purchaser's responsibility and may require separate advice, permissions or approvals.

All Cannabis sativa plants, including hemp seeds and plant material, remain controlled drugs. Whole hemp seed and hemp plant material, including leaf or flower, require a valid licence to import or export. The current hemp changes do not authorise extraction from hemp plant material or use of roots without the appropriate licence.

10. Privacy & Information Use

Information collected through the project will be managed in accordance with the NZHIA Privacy Statement and Privacy Act 2020.

NZHIA may use collected information to support industry coordination, assist with pollen drift awareness and produce de-identified aggregated industry information.

Personal information will not be publicly disclosed except with consent or where required or permitted by law.

11. Industry Communication

Where appropriate, NZHIA may notify growers of possible pollen-drift conflicts, encourage voluntary communication between parties and support responsible industry coordination.

NZHIA is not responsible for resolving disputes between growers or industry participants.

12. Consumer Guarantees, Fair Trading and Unfair Contract Terms

Nothing in these Terms & Conditions excludes, restricts or modifies any right, remedy, guarantee or liability that cannot lawfully be excluded, restricted or modified under the Consumer Guarantees Act 1993, Fair Trading Act 1986, Contract and Commercial Law Act 2017 or any other applicable law.

If the purchaser acquires seed in trade, any contracting out of the Consumer Guarantees Act 1993 or relevant Fair Trading Act 1986 provisions applies only to the extent permitted by law and only where it is fair and reasonable.

These Terms & Conditions are intended to be transparent and fair. NZHIA should not apply, enforce or rely on any term that a court has declared to be an unfair contract term.

13. Limitation of Liability

To the fullest extent permitted by law, and subject to clause 12, NZHIA shall not be liable for crop failure, pollen drift, contamination, failed testing, regulatory breaches, market losses, lost income, crop destruction, indirect loss or consequential damages arising from cultivation, handling, storage, planting or use of supplied seed.

All cultivation activities are undertaken at the purchaser's own risk, except to the extent risk cannot lawfully be transferred or excluded.

14. Changes to Terms & Conditions

NZHIA may update or amend these Terms & Conditions from time to time. Updated Terms & Conditions will apply to future purchases or future project participation from the date they are published, unless a change is required by law or the purchaser agrees otherwise.

Material changes should be notified to affected purchasers where practicable.

15. Governing Law

These Terms & Conditions are governed by New Zealand law.

16. Acceptance

By purchasing or receiving seed through the NZHIA Hemp Seed Project, the purchaser confirms they have read, understood and accepted these Terms & Conditions.

If the purchaser completes an online form or otherwise accepts these Terms & Conditions electronically, that acceptance will be treated as acceptance by the purchaser on the date of submission.



New Zealand Hemp Industries Association Inc. (NZHIA)

Contact Information

New Zealand Hemp Industries Association (NZHIA)

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