

Legal Notice No.....

THE CROPS ACT, 2013  
(No. 16 of 2018)

THE CROPS (HORTICULTURAL CROPS) REGULATIONS, 2019  
ARRANGEMENT OF REGULATIONS

*Regulation*

THE CROPS ACT, 2013  
(No. 16 of 2013)

**IN EXERCISE** of the powers conferred by section 40 of the Crops Act, 2013 the Cabinet Secretary makes the following Regulations—

	<b>PART I—PRELIMINARY</b>
Citation and commencement	<p><b>1.</b> (1) These regulations may be cited as the Crops (Horticultural Crops) Regulations, 2019 and shall come into force on such date as the Cabinet Secretary may, by notice in the <i>Gazette</i>, appoint.</p> <p>(2) For purposes of paragraph (1), different dates may be appointed for different provisions of the Regulations.</p>
Interpretation	<p><b>2.</b> In these regulations—</p> <p>“Authority” means the Agriculture and Food Authority established under section 3 of the Agriculture and Food Authority Act, 2016;</p> <p>““Directorate” means the horticultural crops directorate established by the Authority under section 11 of the AFA Act, 201;</p> <p>“Cabinet Secretary” means the Cabinet Secretary for the time being responsible for matters relating to agriculture and food;</p> <p>“dealer” means a person, a company or a firm engaged in producing, buying or handling horticultural produce for sale or resale in the local or export market and includes a ship chandler, an exporter, an importer, processor, seedling nursery operator, marketing agent or customs clearing agent.</p> <p>“industry” means the horticulture industry in Kenya;</p>

	<p>“mother block” means selected plants established for the purpose of obtaining clean grafting or budding material;</p> <p>“rootstock” means the part of a plant which forms the root system of the plant, and into which a scion cultivar is grafted or budded;</p> <p>“scion” means a detached shoot or bud used in vegetative propagation in the process of grafting or budding;</p> <p>“ship chandler” means a person registered and authorized by the Authority to supply horticultural produce to a ship or an aircraft;</p> <p>“traceability” means ability to track horticultural produce and process owner from production to the final consumer and vice versa.;</p> <p>“County Governments” means the County Government provided for under Article 176 of the constitution;</p> <p>“horticultural crops” means crops listed under the first schedule that are produced for commercial purposes;</p> <p>“licensing authority” means the Authority of the county government as the case may be;</p> <p>“producer” means a person or a group of persons who commercially cultivates horticultural crops in Kenya and includes both smallholder and plantation producer;</p> <p>"inspector” means an officer of the Authority or a County Agricultural officer appointed in writing by the Authority under section 27 of the Crops Act by a notice in the Gazette,</p> <p>“Produce handling facility” means an area where produce assembled for purposes of grading, sorting, packaging or storage. It includes collection centers, pack house, cold stores, supermarkets, retail and wholesale markets and grading sheds,</p> <p>“Consultant” means an individual, groups of individuals or organization offering technical support services in horticulture to producers and dealers and</p> <p>“Horticulture Association” means a voluntary organization bringing together dealers with common interest.</p>
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Purpose of regulations	<p><b>3.</b> The purpose of these regulations is to give guidelines to the Horticulture industry and provide for the—</p> <ul style="list-style-type: none"> <li>(a) Application, processing procedures and forms;</li> <li>(b) conditions for registration of produce dealers and horticulture nursery operators;</li> <li>(c) contracts between produce dealers and horticulture producers; and</li> <li>(d) such other matters as may be deemed necessary for effecting these Regulations.</li> </ul>
	<p><b>PART II—REGISTRATION, LICENSING AND QUALITY ASSURANCE</b></p>
Registration of nursery and mother blocks	<p><b>4.</b> (1) A person shall not establish or operate a horticultural crop nursery or a mother block in any area for the horticultural crops specified in the First Schedule unless that crop nursery or mother block is registered by the respective County Government or the Authority.</p> <p>(2) A person who intends to operate a nursery or a mother block for supply to the domestic market shall make an application for registration to the respective County government as set out in Form A of the Second Schedule. (4) The County shall issue a certificate of registration to a successful applicant.</p> <p>(3) A person intending to operate a nursery or mother block for supply to the export market shall make an application to the Authority as an exporter and will be treated as such.</p> <p>(4) The certificate of registration for a nursery or a mother block shall be as set out in Form B of the Second Schedule, renewable annually and shall only be applicable to the site inspected.</p>
Conditions before registration	<p><b>5.</b> (1) A person shall not be issued with a certificate of registration as a nursery or a mother block operator unless an inspector—</p> <ul style="list-style-type: none"> <li>(a) has visited and inspected the site and confirmed that it complies with the minimum requirements for a horticultural crop nursery; and</li> <li>(b) Is satisfied that the operator or the operator’s agent has adequate knowledge of nursery management and horticultural techniques in respect of horticultural crops to be grown as set out in the horticultural nursery requirements.</li> </ul> <p>(2) Copies of the horticultural nursery requirements referred to in paragraph (1) shall be supplied to the applicant.</p>

Display of certificate	<p><b>6.</b> (1) An operator of a horticultural crop nursery shall display the certificate of registration for inspection at all times.</p> <p>(2) An operator who fails to display the certificate of registration commits an offence.</p>
Certificate not transferable	<p><b>7.</b> (1) A person to whom a certificate of registration is issued shall not sell, lend, transfer or otherwise dispose the certificate without the prior written permission from the Authority.</p> <p>(2) A person who contravenes this regulation commits an offence.</p>
Restriction on transfer or distribution of planting materials	<p><b>8.</b> (1) A person shall not transfer or distribute horticultural planting materials from one part of the country to another unless that person has an accompanying plant health certificate from the Kenya Plant Health Inspectorate Service and a plant movement permit as set out in Form C in the Second Schedule.</p> <p>(2) A plant movement permit will be issued by the County government from which the planting material is originating in consultation with the Authority</p> <p>(3) A person who contravenes this regulation commits an offence.</p>
Approved source of planting materials	<p><b>9.</b> A nursery operator shall not procure rootstock, scion, or seed planting material from sources not approved by the Licensing Authority.</p> <p>(2) A person who contravenes this regulation commits an offence.</p>
Certification and re-certification of planting material	<p><b>10.</b> A nursery operator who has certified planting material in their nursery which has not been distributed during the certification season shall ensure that the undistributed planting material is re-certified after every six months.</p> <p>(2) A person who contravenes this regulation commits an offence.</p>
Revocation of certificate of registration	<p><b>11.</b> (1) The Licensing Authority may revoke a certificate of registration issued to a nursery or a mother block operator if that operator contravenes the provisions of the Crops Act or any regulations issued thereunder.</p> <p>(2) The operator of a horticultural crops nursery or mother block whose certificate of registration is revoked under paragraph (1) may re-apply for registration after a period of six months.</p>
Nursery records	<p><b>12.</b> (1) A nursery operator shall keep accurate records of distributed planting materials and shall produce these records on demand for inspection purposes.</p>

**FIRST SCHEDULE**

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	<p>(2) The records referred to in paragraph (1) shall indicate the varieties purchased and the buyer's—</p> <ul style="list-style-type: none"> <li>(a) name;</li> <li>(b) county;</li> <li>(c) location;</li> <li>(d) sub-location; and</li> <li>(e) postal address.</li> </ul> <p>(3) A nursery operator shall submit annual statistical returns to the Authority and the County government as outlined in the second schedule form D.</p>
Offences and penalty	<p><b>13.</b> A person who contravenes the provisions of regulations 6, 7, 8, 9 and 10 commits an offence and is liable, on conviction, to a fine not exceeding twenty thousand shillings or to imprisonment to a term not exceeding six months or both.</p>
Production, produce handling, pack houses and processing facilities, transportation and storage facilities	<p><b>14.</b> Unless otherwise provided for in these regulations—</p> <ul style="list-style-type: none"> <li>(a) the production sites, produce traceability, produce handling, the minimum conditions applicable to produce handling facilities and waste disposal shall be done in accordance with the national horticulture standard applicable to ensure food safety as set out in the third schedule;</li> <li>(b) the minimum conditions applicable to produce handling and processing facilities shall be as set out in the Fourth Schedule in addition to those applicable in Kenya or as provided for in the relevant part of KS1758, Public Health Act and Occupation, safety and health Act; and</li> <li>(c) The minimum conditions applicable for transportation, packaging and storage shall be as set out in the fifth schedule.</li> </ul>
Safe use of pesticides  Cap 346	<p><b>15.</b> (1) All procurement, distribution, safe storage, usage and disposal of agro-chemicals shall be done in accordance with the provisions of the Pest Control Products Act.</p> <p>(2) A producer shall ensure production of safe and quality produce and use only the agrochemical recommended by the national institution responsible for pest control products at all times.</p>



	<ul style="list-style-type: none"> <li>(a) national horticulture standards outlined in KS1758 prevailing edition on food safety are adhered to; and</li> <li>(b) produce can be traced to the source using the National Horticulture Traceability System run by the Authority;</li> </ul> <p>(2) A dealer handling horticultural produce shall not deal with marketing agents that are not registered by the Authority;</p> <p>(3) A person who contravenes this regulation commits an offence.</p>
<p>Restrictions on contract farming</p>	<p><b>19.</b> (1) A registered dealer shall not—</p> <ul style="list-style-type: none"> <li>(a) sponsor the growing of horticultural crops for trading without informing the Authority in writing and any production schemes so sponsored shall be regulated by a contract;</li> <li>(b) collect produce from sponsored production schemes unless authorized in writing to do so by the sponsoring firm; or</li> <li>(c) return produce collected from the js or suppliers contrary to the contract; and</li> <li>(d) conduct contractual relationships with farmers in a manner which complies with the Horticultural code of conduct outlined in the seventh schedule</li> </ul> <p>(2) A registered dealer shall—</p> <ul style="list-style-type: none"> <li>(a) ensure conformity to food safety and quality standards in accordance to national and international regulations and as prescribed by KS 1758 prevailing edition or any other recognized standards;</li> <li>(b) sign a contract with the producer and register the contract with the Authority and county government;</li> <li>(c) indicate in the contract the— <ul style="list-style-type: none"> <li>(i) produce price which shall be set above the cost of production as shall be guided by the Authority;</li> <li>(ii) quantity;</li> <li>(iii) quality requirements; and</li> <li>(iv) strive to attain the highest produce quality standards and ensure that all produce for market shall be pre-cooled;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>(d) ensure payment for all produce graded and collected from the collection point by their agents or employees.</li> <li>(e) adopt and use the specified national horticulture logo prescribed by the Authority on packaging as set out in the Eighth Schedule;</li> <li>(f) notify the Authority of any dealer or contracted farmer who contravenes any contract or regulation within thirty days after the date of default;</li> <li>(g) establish and maintain a distinct traceability code generated by the national traceability system for produce every;</li> <li>(h) furnish the Authority with quarterly import or export returns by fifteenth of the month following the end of the quarter as prescribed in Form C of the sixth schedule; and</li> <li>(i) allow an inspector, at all reasonable times, to enter a premise where horticultural produce is under cultivation, processing, warehousing, storage, collection or transportation.</li> </ul> <p>(2) A contracted producer shall—</p> <ul style="list-style-type: none"> <li>(a) Strive to produce products that meet the quality requirements specified under the contract</li> <li>(b) Enter into a contractual engagement with a dealer before engaging in production activities according the Horticultural code of conduct outlined in the seventh schedule</li> <li>(c) Not deliver contracted produce to a non-contracted exporter without notifying the Directorate</li> </ul> <p>(4) A person who contravenes this regulation commits an offence.</p>
<p>General provisions on conformity for produce</p>	<p><b>20.</b> (1) Horticultural produce shall be harvested, sorted, graded, packaged, transported, and stored in accordance with guidelines set out by the Directorate, specific national, international horticulture produce standards and phytosanitary requirements.</p> <p><b>21.</b> Horticultural Produce for the local market, export, import or export shall conform to the national and international horticulture standard where applicable.</p> <ul style="list-style-type: none"> <li>(ii) The County government shall in collaboration with the Authority to ensure that produce and products for the domestic market conform to quality standards in line with the provisions of these regulations.</li> <li>(iii)The directorate shall provide the national standards on horticulture to the county governments who shall be responsible for enforcement of the standard on Produce and handling facilities at the local market.</li> </ul>



	<p>(iv) Horticultural Produce that does not conform to the set national and international standards or has not met phytosanitary requirements and has been declared so by the relevant agency, shall be dealt with as follow—</p> <ul style="list-style-type: none"> <li>a. Non-compliant products due to Food safety reasons shall be seized, detained and destroyed at the cost of the offender;</li> <li>b. Produce exported using forged phytosanitary certificate, export certificate and any compliance certificate shall be destroyed upon interception and the company disqualified from export dealership for two years;</li> <li>c. Produce established by an inspector to contain pest and diseases listed as quarantine by the importing country shall be marked not for export and escorted to the farm source at the cost of the offender; and</li> <li>d. A surcharge shall be placed on non-compliance due to erroneous documentation. The surcharge will be based on the value of the product.</li> </ul> <p>(v) The Authority shall verify imported produce quality, traceability and safety before being issuance of an import release set out in the ninth Schedule.</p> <p>(vi) All scheduled export produce shall be accompanied by an Export certificate issued by the Authority and a Phytosanitary certificate issued by KEPHIS</p> <p>(vii) The guidelines to govern contracts for dealers in the Horticulture industry are outlined in the seventh schedule.</p> <p>(viii) All persons intending to engage or act in the capacity of horticulture consultant to producers or dealer shall apply to the Authority for a permit prescribed by the Authority. The person shall have the following minimum qualifications;</p> <ul style="list-style-type: none"> <li>a. diploma in agriculture related course;</li> <li>b. certificate of good conduct;</li> <li>c. three years’ experience in the horticulture industry;</li> <li>d. demonstrate knowledge in Good agricultural practices standards, Food safety standards and the national standard for horticulture; and</li> <li>e. referred by a recognised professional body.</li> </ul>
Penalty	<p>21. A person who contravenes the provisions 16,18,19 and 20 of these regulations is liable, on conviction, to a fine not exceeding Twenty</p>

	<p>Thousand shillings or to imprisonment for a period not exceeding six months or both.</p>
Submission of returns	<p>22. A dealer shall maintain accurate records of transactions relating to horticulture and shall submit quarterly returns to the Authority as prescribed in the Form C of the sixth schedule.</p>
Appointment of inspectors	<p>23. (1) The Authority shall through a notice in the Gazette, appoint qualified persons to be inspectors to carry out inspections of all scheduled horticultural crops as listed in the First Schedule.</p> <p>(2) A person appointed as an inspector under paragraph (1) shall not, while being so appointed, engage in any business connected with the production, export, sale or distribution of horticultural produce in Kenya.</p> <p>(3) Inspectors at county level shall be responsible to the Authority and shall work in close collaboration with the county executive committee member for agriculture in discharging their functions.</p>
Powers of entry by inspectors	<p>24. (1) An inspector shall, upon availing an identification document from the Authority, be allowed, at all reasonable times to—</p> <ul style="list-style-type: none"> <li>(a) enter any land or building occupied by the holder of a processing licence issued under this Act, or a person registered under Crops Act;</li> <li>(b) inspect and conduct enquiries to ascertain whether these regulations or the terms and conditions of the respective licence or registration are being complied with;</li> <li>(c) require any person found in the premises to give such information as the person may require;</li> <li>(d) make enquiries or carry out a search to establish if these regulations are being complied with;</li> <li>(e) demand the production by a licence or certificate holder of the licence for examination;</li> <li>(f) seize and remove anything in respect of which the inspector has reasonable grounds to believe that an offence under this Act is being or has been committed;</li> </ul>

	<p>(g) undertake any activity necessary for the fulfilment of any of the inspector’s functions.</p> <p>(2) The owner or occupier of or any person on land or in premises or a vehicle which is entered under paragraph (1) shall render such reasonable assistance as may be required by the inspector.</p>
Offence and penalty	<p>25. (1) A person who refuses, unreasonably delays or fails to comply with a requirement under regulation 24 or hinders or obstructs any person exercising or attempting to exercise any of the powers conferred by this regulations, or who fails to give any information reasonably required commits an offence and is liable, on conviction, to a fine not exceeding Twenty thousand shillings, or to imprisonment for a term not exceeding three years, or both.</p> <p>(2) If a person is convicted of an offence under this section, the court shall order that any scheduled crop and any vehicle, vessel or other conveyance in relation to which an offence has been committed shall be forfeited to the Government unless, in the case of a vehicle, vessel or other conveyance, the court sees good reason, to be recorded by it in writing, not to do so.</p>
	<b>PART III—FINANCIAL PROVISIONS</b>
Imposition of levy	<p>26. (1) There shall be a levy based on F.O.B value imposed as per the tenth Schedule on all horticultural crops destined for export other than those canned, bottled, preserved, dehydrated or delivered to operators for canning and processing factories at the rate of two per cent of their customs value.</p> <p>(2) The levy imposed under paragraph (1) shall be—</p> <p style="padding-left: 40px;">(a) payable at the point of exit; and</p> <p style="padding-left: 40px;">(b) collected by the Directorate on behalf of the Authority.</p> <p style="padding-left: 40px;">(c) apportioned as follows;</p> <p style="padding-left: 80px;">(i) 1 percent shall be applied to the Horticulture Authority in the manner provided under these regulations;</p> <p style="padding-left: 80px;">(ii) 0.75 percent towards priority Horticulture research programs in liaison with relevant institutions; and</p> <p style="padding-left: 80px;">(iii) 0.25 percent to support horticulture at the county level.</p> <p>(3) There shall be a levy imposed on all horticultural crops—</p>

	<p>(a) Imported as finished products at the rate of four percent of the import value; and imported as finished products at the rate of four percent of the import value and</p> <p>(b) as fresh products or raw materials at a rate of two percent of the import value. (5) One per cent of the import levies collected under paragraph (3a) and paragraph (3b) of this regulation shall be applied towards addressing emerging issues in the industry.</p> <p>(4) The levy due under paragraph 3 shall be remitted to the Authority not later than the tenth day of the month following the month during which the levy was due.</p> <p>(5) One per cent of the import levies collected under paragraph 3 of this regulation shall be applied towards addressing emerging issues in the industry.</p> <p>(6) Any levy under this regulation, unless the manner of remitting is specifically provided for, shall be payable to the Authority on behalf of the Authority or its agents by a dealer on whom it is imposed in such a manner and within such time as the Authority may direct.</p> <p>(7) Any levy imposed under this regulation which remains unpaid shall be recovered by the Authority, as a civil debt due to it from the person by whom it is payable.</p> <p>(8) Despite the provisions of paragraph (1), all levies imposed under the Act on scheduled crops, shall be administered on behalf of the Authority by the respective Directorate, responsible for the scheduled crop and applied towards the—</p> <ul style="list-style-type: none"> <li>(a) sustenance;</li> <li>(b) development;</li> <li>(c) regulatory work</li> <li>(d) promotion; and</li> <li>(e) for the benefit of the crop or sector in respect of which the levies are imposed.</li> </ul>
	<b>PART IV—MISCELLANEOUS PROVISIONS</b>
Protection from personal liability	27. An action shall not lie against the Authority or any of its officers or other persons appointed or authorized to perform any function under these regulations in respect of anything done or omitted to be done by them in good faith in the exercise of or performance of any power, authority or duty conferred or imposed by them under these regulations.
General penalty	28. A person who contravenes the provisions of these regulations for which no specific penalty is provided for, commits an offence and is liable, on conviction, to

	a fine not exceeding five hundred thousand shillings or to imprisonment for a term not exceeding six months or both.
Fees	<p>29. (1) The Authority may prescribe fees for—</p> <ul style="list-style-type: none"> <li>(a) the receipt and processing of applications;</li> <li>(b) the issuance of a licence or certificate; or</li> <li>(c) any other matter arising under these regulations.</li> </ul> <p>(2) The applicable fees for services rendered under these regulations areas set out in the tenth Schedule.</p> <p>30. (1) The Directorate shall provide capacity building to county government officers and other stakeholders on—</p> <ul style="list-style-type: none"> <li>(a) new technologies across the value chain;</li> <li>(b) agricultural policies, national legislations, regional and international protocols to facilitate alignment of county bills and legislation in the sector;</li> <li>(c) national food safety and quality standards in production, post-harvest handling, transportation, storage and processing;</li> <li>(d) guidelines on contractual agreements and fair pricing for farmers</li> <li>(e) data collection, validation, processing, storage and management;</li> <li>(f) horticultural infrastructure development; and</li> <li>(g) other relevant emerging issues</li> </ul> <p>(2) The Directorate shall in liaison with the County Governments shall set the research priorities and establish linkages with international and regional research organizations.</p>

**AGRICULTURE AND FOOD AUTHORITY  
THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**List of Horticultural Crops**

<i>Common Name</i>	<i>Botanical Name</i>
<b>A. FRUIT TREES</b>	
Apple.....	<i>Pyru smalus L.</i>

Pear.....	<i>Pyrus scammunis L.</i>
Peach.....	<i>Prunus persica L.</i>
Nectarine.....	<i>Prunus sp. L.</i>
Quince.....	<i>Cydonia oblonga</i>
Plum.....	<i>Prunus salicina L.</i>
Plum.....	<i>Prunus domestica L.</i>
Apricot.....	<i>Prunus armeniaca</i>
Citrus.....	<i>All citrus species</i>
Avocado .....	<i>Persea spp</i>
Pawpaw.....	<i>Carica papaya</i>
Mountain Pawpaw.....	<i>Carica candanacensis</i>
Guava.....	<i>Psidium guajava</i>
Mango.....	<i>Mangifera indica</i>
Loquat.....	<i>Eriobotrya caionica</i>
White sapote.....	<i>Casimiroa edulis</i>
Litchi.....	<i>Litchi chinensis</i>
Litchi.....	<i>Nephelium litchi</i>
Sweet Orange .....	<i>Citrus Sinensis</i>
Sour Orange.....	<i>Citrus aurantium</i>
Satsuma/King orange .....	<i>Citrus nobilis</i>
Lemon.....	<i>Citrus limon</i>
Lime .....	<i>Citrus aurantifolia</i>
Mandarin/Tangerine .....	<i>Citrus reticulate</i>
Grape fruit .....	<i>Citrus paradise</i>
Colamondin .....	<i>Citrus mitis</i>
Citrus .....	<i>All other citrus species</i>
Chinese pear .....	<i>Pyrusprunifolia</i>
Passion fruits (purple).....	<i>Passiflora edulis</i>
Passion fruit (yellow).....	<i>Passiflora edulis var flavicarpa</i>
Passion fruit (giant).....	<i>Passiflora quadrangularis</i>
Passion fruit (banana).....	<i>Passiflora mollissima</i>
Bananas and plantains.....	<i>Musa sp</i>
Strawberries.....	<i>Fragaria vesca</i>
Strawberries .....	<i>Fragaria chiloensis</i>
Sweet granadilla.....	<i>Passiflora ligularis</i>
Giant granadilla.....	<i>Passiflora quadrangularis</i>
Pomogranate .....	<i>Punica granatum</i>
Cape Gooseberry.....	<i>Physalis peruviana</i>
Pineapple.....	<i>Ananas comosus</i>
Mulberries.....	<i>Morus sp.</i>
Berries.....	<i>Rubus sp.</i>
Date palm.....	<i>Phoenix dactylifera</i>
Custard apple.....	<i>Annona sp.</i>
Goose berries .....	<i>Other species eg Act chinensis, Dovyalisheb.</i>
Melons.....	<i>Cucumismelo</i>
Water melon .....	<i>Citrullus lanatus</i>
Grapes.....	<i>Viti ssp</i>
Jackfruit.....	<i>Artocarpus heterophyllus</i>
Bread fruit.....	<i>Artocarpus altilis</i>
Cherimoya.....	<i>Annonacherimola</i>
Sweetsop (Sugar apple).....	<i>Annonas quamosa</i>

Carambola..... *Averrhoa carambola*  
 Any other fruits of economic value

**C. MEDICINAL AND AROMATIC PLANTS**

Artemesia..... *Artemesia annua*  
 Aloe..... *Aloe vera*  
 Salvia..... *Salvia solarea*  
 All other medicinal and aromatic plants of commercial value

**D. VEGETABLES**

Amaranth ..... *Amaranthus spp.*  
 Artichoke ..... *Cynara cardunculus var. scolymus*  
 Asparagus..... *Asparagus officinalis*  
 Sugar beet..... *Beta vulgaris*  
 Broccoli/cauliflower ..... *Brassica oleracea var. botrytis*  
 Brussels sprouts ..... *Brassica oleracea var. gemnifera*  
 Cabbage..... *Brassica oleracea .var. capitata*  
 Canteloupe/ Muskmelon..... *Cucumis melo*  
 Carrot..... *Daucus carota*  
 Celery / Celeriac..... *Apium graveolens*  
 Chicory ..... *Cichorium intybus*  
 Chinese cabbage..... *Brassica chinensis*  
 Chervil..... *Anthriscus cerefolium*  
 Collards / Kale ..... *Brassica oleracea var ancephala*  
 Coriander..... *Coriandrum sativa*  
 Cucumber..... *Cucumi ssativa*  
 Dill..... *Arethum graveolens*  
 Eggplants..... *Solanum melongena*  
 Endive..... *Cichorium endivia*  
 Garden cress ..... *Lespidium sativa*  
 Karella..... *Mormodica charantia*  
 Kohlrabi ..... *Brassica oleracea var. gongylodes*  
 Leek..... *Allium porrum*  
 Lettuce..... *Lactuca sativa*  
 Okra..... *Hibiscus esculentus*  
 Onion/ garlic..... *Allium cepa*  
 Parsley..... *Petroselinum crispum*  
 Parsnip..... *Pastina casativa*  
 Pea ..... *Pisum sativum*  
 Pepper..... *Capsicum spp.*  
 Pumpkin/Squash/Courgette..... *Cucurbita pepo*  
 Radish ..... *Raphanus sativus*  
 Rhubarb..... *Rheum rhaponticum*  
 Rutabaga ..... *Brassica napus var. napobrassica*  
 Spinach ..... *Spinacea oleracea*  
 Swiss chard..... *Beta vulgaris*  
 Tomato..... *Solanum lycopersicon*  
 Turnip..... *Brassica rapa*  
 Chillies (green)..... *Capsicum frutescens*  
 Chillies (dried)..... *Capsicum frutescens*

Pumpkins.....	<i>Cucurbita sp.</i>
Cowpeas (leafy) chora.....	<i>Vignaun guiculata</i>
Cluster bean (green).....	<i>Cyamopsis tetragonoloba</i>
Dioscorea .....	<i>Dioscorea sp.</i>
Dudhi (kaddu).....	<i>Lagenaria siceraria</i>
Globe artichoke.....	<i>Cynaracardunculus var. scolymus</i>
Horseradish.....	<i>Armoraciarusticania</i>
Artichokes.....	<i>Helianthus tuberosus</i>
Loofah.....	<i>Luffacylindrica</i>
Mushroom.....	<i>Agaricus bisporus</i>
New Zealand spinach.....	<i>Tetragonia expansa</i>
Green maize.....	<i>Zea mays</i>
Beet.....	<i>Beta vulgaris</i>
Rutabaga.....	<i>Brassica napobrassica</i>
Watercress.....	<i>Nasturtium officinale</i>
<b>French beans.....</b>	<i>Phaseolus vulgaris</i>
<b>Snow peas.....</b>	<i>Pisium sativum var.saccharatum</i>
<b>Garden pea.....</b>	<i>Pisium sativum</i>
<b>Runner bean.....</b>	<i>Phaseolus coccineus</i>
<b>Sugar snaps.....</b>	<i>Pisium sativum</i>

*Any other vegetables of economic value*

## **E. FLOWERS AND ORNAMENTAL PLANTS**

All flowers and ornamental plants.



**SECOND SCHEDULE**

**(r4(2))**

**FORM A**

**SERIAL NUMBER (AFA/HORTICULTURE/COUNTY NAME/000/ YEAR OF APPLICATION)**

**AGRICULTURE AND FOOD AUTHORITY/ COUNTY GOVERNMENT  
OF.....  
THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**APPLICATION FOR REGISTRATION OF A CROPS NURSERY OR MOTHERBLOCK  
(To be filled in triplicate)**

1. Full name of Applicant .....
  2. PIN No..... ID No.....
  3. Postal Address..... Tel..... Email.....
  4. County..... SubCounty.....
  5. Constituency ..... Ward ..... Sub-Ward .....
  6. L.R. No. .... Altitude .....
  7. Water source: Rivers/Dam/Boreholes, others (specify) .....
  8. Type of material applied for to be produced:
- | Crop/variety | No. of Seedlings | Source of Seed |
|--------------|------------------|----------------|
| .....        | .....            | .....          |
| .....        | .....            | .....          |

I confirm that I shall abide by the regulations and ensure that all seed material for planting has been inspected and approved by County inspectors.  
Applicant's signature

..... Date.....

**PART II**

<b>FOR OFFICIAL USE</b>	
<b>Inspector</b>	<b>Remarks</b>
.....	.....
.....	.....
<b>Recommended /Not recommended</b>	

<b>Crop Inspector name</b> ..... <b>Signature</b> ..... Date.....
<b>Approved/Not Approved by: County Executive Committee in charge of Agriculture</b> Name ..... <b>Signature</b> ..... <b>Date</b> .....

**CONDITIONS**

- 1. **Application for registration should be sent to the County where the nursery/mother block is located**
- 2. **This form shall be accompanied by the prescribed fees and submitted to the County government.**
- 3. **The application shall reach the Authority within 15 days of approval by the county government.**

SERIAL NUMBER (AFA/HORTICULTURE/COUNTY NAME/000/ YEAR OF REGISTRATION)

AGRICULTURE AND FOOD AUTHORITY/ COUNTY GOVERNMENT OF..... THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019

CERTIFICATE OF REGISTRATION OF HORTICULTURAL NURSERY/MOTHER BLOCK

Name of certificate holder.....

P. O. Box ..... of

Is/are registered to operate an Horticultural nursery for the year

.....

Located at ..... Sub-location .....

LR No .....

The following planting materials will be produced

Types number of planting stock

.....

.....

Registration No. ....

Signed..... Date:.....

(County Executive Committee member in charge of Agriculture) County Government of.....

Conditions

- 1. This certificate is valid for 1 year from date of issue
2. This certificate is not transferable to any other person, or nursery site
3. All seed must be from approved source
4. No sale of planting material before final visual inspection and approval by KEPHIS.
5. All approved planting materials which are not distributed during the approved season will be subject to re-certification and approval before distribution after 6 months.
6. The application for registration should be sent to the County where the nursery/mother block is located so as to reach at least 3 months before expiry date.
7. Tolerance levels of virus diseases incidence in the nursery is 0.5% of total number of plants.
8. All certified materials which can't be sold during the certification season will be subjected to certification after (6) six months.

SERIAL NUMBER (AFA/HORTICULTURE/COUNTY NAME/000/ YEAR OF ISSUE)

AGRICULTURE AND FOOD AUTHORITY/ COUNTY GOVERNMENT OF.....

THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019

PERMIT FOR THE MOVEMENT OF PLANTING MATERIAL

Name of permit holder.....
Address .....
Vehicle Registration No. ....
Quantity to be moved (specify types and names)
.....
.....
.....

Date of Movement .....

To be moved from
County.....Sub-county
.....
Ward .....

L.R. No. ....
Nursery name.....Registration No.

To be moved to
County.....
Name of person receiving the material.....
Telephone number.....

Recommended by (Horticulture Directorate Official).....

Sign..... Date.....

Approved by;
County Executive Committee member-Agriculture
.....

Date:.....

Official County stamp

NB

This duly filled and signed form should be accompanied by a Plant health certificate from Kenya Plant Health Inspectorate Service and should reach the County 5 days before the intended movement of the planting material.

This permit is valid for only the specified consignment and date of movement

**FORM D**

**(r12(3))**

**SERIAL NUMBER (AFA/HORTICULTURE/COUNTY NAME/000/YEAR)**

**AGRICULTURE AND FOOD AUTHORITY/COUNTY GOVERNMENT  
OF.....**

**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**NURSERY OPERATOR STATISTICAL RETURNS FORM**

*(To be completed in triplicate)*

1. Name of the Nursery operator .....

2. ID No/ VAT Certificate No. .... PIN Certificate No. ....

3. Telephone/ Mobile number ..... P.O. Box ..... Nearest Town.....

4. Location of the nursery:

Area/Village ..... Sub-location

.....

Ward ..... Sub county ..... County.....

5. Month ..... Year

.....

6. Period of returns .....

**7. Declaration:**

Crop	Variety	Number of seedlings raised within the period	Number of seedlings issued/sold,/ distributed	Balance of seedlings	Average price of a seedling over the period (KES)

I solemnly declare that the information I have given above, to the best of my knowledge, is true and complete.

Name of the Nursery Operator ..... Date .....

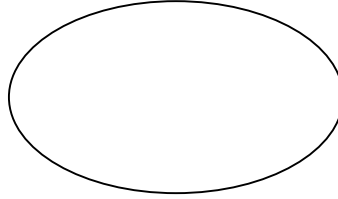
Signature .....

**8. For official use only:**

Name of the officer who verified the records .....

Date ..... Signature .....

Official County government Rubber stamp



**NB** *This form must be filled and submitted to the Authority and county government, not later than the fifteenth day of January and fifteenth day of July of every year*

## **THIRD SCHEDULE**

(r20)

### **AGRICULTURE AND FOOD AUTHORITY**

#### **THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

##### **MINIMUM REQUIREMENTS FOR FIELD HANDLING AND GRADING OF HORTICULTURAL PRODUCE**

1. High standards of field hygiene shall be maintained during harvesting operations.
2. All harvested produce SHALL be at the right stage of maturity for intended use.
3. Produce shall be harvested during the cool part of the day and kept cool preferably under shade.
4. Harvested produce shall be protected from adverse weather conditions and where necessary pre-cooled and a cold chain maintained.
5. Appropriate harvesting equipment shall be used for each crop.
6. Produce unfit for marketing shall be separated from marketable produce at the field level.
7. All produce shall be sorted and graded as appropriate.
8. Physical handling of produce shall be minimized at all stages.
9. A collection shed shall be constructed for receiving produce at field level.
10. The collection shed shall—
  - (a) be accessible to both buyers and farmers;
  - (b) be designed to allow for a store, an office, working area and an appropriate cooling facility;
  - (c) have floors, doors, wall surfaces made of impervious, nontoxic, washable materials, which are easy to clean and disinfect;
  - (d) be constructed to allow for adequate ventilation, lighting, effective produce inspection and made of acceptable materials;
  - (e) have potable water and adequate toilet facilities;
  - (f) have waste disposal facilities;
  - (g) have clear documentation procedures and document control systems; And
  - (h) traceability details of all produce collected

## FOURTH SCHEDULE

(r14(b))

### AGRICULTURE AND FOOD AUTHORITY

#### THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019

##### MINIMUM CONDITIONS APPLICABLE TO PACKHOUSE PRODUCE HANDLING FACILITY

1. All processing and packaging must be carried out in a clean, hygienic and safe conditions as set out under the provisions of the KS1758 applicable part, Public Health Act, and the Occupational Safety and Health Act, .
2. The working areas and premises shall be kept free of waste materials.
3. Any person in the produce handling facility shall wear protective clothing at all times.
4. All hand used equipment and grading tables shall be rust proof and easily cleaned.
5. The floor layout shall allow for smooth flow of produce with adequate separation of raw materials and finished products
6. The floors, doors and wall surfaces shall be made of impervious, non- absorbent, non-toxic washable materials which are easy to clean and disinfect.
7. The produce handling facility shall have adequate ventilation, temperature control and lighting.
8. All machinery used in the produce handling facility shall conform to the provisions of Occupational Safety and Health Act.
9. The produce handling facility shall be designed and constructed to prevent entry of domestic animals, rodents, insects, birds, dust and any other unwanted animals.
10. Prominent signs shall be displayed forbidding smoking, eating or drinking within the facility.
11. All packaging materials shall be kept off the floor in clean dry storage areas free from risk of contamination.
12. All produce shall move through the facility operation in the order that it is received, First in First out
13. The traceability of all produce shall be documented throughout the process chain.



**AGRICULTURE FOOD AND FISHERIES AUTHORITY**

**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**PACKAGING, TRANSPORTATION AND STORAGE MINIMUM REQUIREMENTS**

1. The packaging shall protect the produce from mechanical and physiological damages to minimize loss of quality.
2. The packaging shall be designed to suit the transport handling system and have capacity to meet market requirements.
3. The packaging weight should not exceed 50 Kg.
4. The packaging material used shall be able to contain the produce, enabling the required quantity to be handled as one unit without collapsing.
5. Horticultural produce shall during storage and transport be kept at the prescribed temperature and humidity levels for each produce.
6. Horticultural produce and products shall not be stored or transported together with other produce, which may contaminate them or otherwise adversely affect their quality.
7. Vehicles for transport shall be built and equipped to ensure maintenance of optimal temperatures and hygiene to prevent damage, contamination and spoilage of produce.
8. Horticultural produce for human consumption shall be transported in an enclosed transport vessel that is clearly labelled as “fresh produce”
8. Persons handling the produce must be healthy, protected and trained on produce handling.
9. Any other provision outlined in the KS1758 national horticulture standard.

**SIXTH SCHEDULE**

**(r16)**

**FORM A**

**SERIAL NUMBER (AFA/HORTICULTURE/000/ YEAR OF APPLICATION)**

**AGRICULTURE FOOD AND FISHERIES AUTHORITY**

**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**APPLICATION FOR REGISTRATION AS HORTICULTURE PRODUCE OR PRODUCTS DEALER**

*(To be filled in triplicate)*

- 10. Full name of Applicant .....  
Postal Address.....
- 11. Registered Office.....
  - L. R. No. .... Street .....
  - Tel. No. .... Fax No. ....
  - E-mail ..... Website .....
- 12. Place where the premise is located:
  - Village/area..... Ward.....
  - Sub-County..... County.....
- 13. VAT Registration No / ID. No. .... PIN .....
- 14. Year of Incorporation of Company .....and Registration No. ....  
*(Attach copies of, company incorporation certificate ID of Directors and current Single Business Permit)*
- 15. Type of dealership e.g. Exporter/Importer/ Processor /Transporter/Buyer/ clearing agent etc.  
(specify) .....
- 16. Types of Produce/ Products for the market .....
- 17. Sources of supply for Produce  
.....  
.....  
.....
- 18. List of buyers for produce (Attach contractual agreements if outsourcing)  
.....  
.....  
.....  
.....

I hereby declare that the particulars which I have given are true and accurate to the best of my knowledge and belief.

19. Applicant Signature..... Date .....

<b><u>FOR OFFICIAL USE</u></b>		
<b>Checked by:</b>		
Officer Name.....	Signature.....	Date .....
<b>Approved by:</b>		
Director's Name .....	Signature.....	Date .....

**CONDITIONS**

1. Consideration of this application will be conditional on the applicant satisfying the Authority that the Applicant is capable of complying with national and International Standards and any other legal requirements.
2. The dealer shall produce such documentary evidence as requested to support the statements made above.
3. Dealers in export shall produce a valid contractual agreement in the prescribed form between themselves and the entities from which they source their produce and also the entities to which they sell their produce.
4. A dealer shall pay all dues to the Authority before his application can be considered.
5. The Authority has the right to approve or reject this application. In case of rejection reasons will be given and the applicant can reapply.

SERIAL NUMBER (AFA/HORTICULTURE/ /000/ YEAR OF APPLICATION)  
AGRICULTURE AND FOOD AUTHORITY

THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019

CERTIFICATE OF REGISTRATION OF PRODUCE OR PRODUCT DEALER

Name .....

Type of dealership.....;

Address: ..... Tel.....

L.R. No. ....

Street: .....

is hereby registered as a dealer of horticulture produce/products under this Regulation for the following products:

.....  
.....  
.....  
.....

The registration expires on.....

Date of Registration.....

Signed.....

Name .....

**(Director, Horticultural Crops Directorate)**

Official Horticultural Crops Directorate Rubber stamp

**CONDITIONS**

1. Any changes to the source of produce and list of buyers submitted to the Authority by the dealer shall be notified in advance to the Authority in writing.
2. This certificate is not transferable.
3. The License may be revoked, suspended or altered in circumstances outlined in Crops Act para 23

**FORM C (r. 19 (2g))**

**SERIAL NUMBER (AFA/HORTICULTURE /000/ YEAR OF APPLICATION)  
THE AGRICULTURE AND FOOD AUTHORITY**

**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**QUARTERLY RETURNS ON IMPORT/EXPORT OF HORTICULTURAL CROPS  
PRODUCE AND PRODUCTS**

*(To be filled in triplicate)*

Name/Business name of importer/exporter as appearing on the registration certificate.....

License No.....

Postal address.....Code:.....

Tel..... Email.....

Contact person .....

Returns for the period .....

Name of crop produce or product	Quantity (Kilograms) Imported/exported	Customs Value (KES) (F.O.B)	Country of origin/destination country	Point of entry/exit	Remarks

I hereby declare that the particulars which I have given are true and accurate to the best of my knowledge and belief.

Applicant's Signature..... Date .....

Official stamp/seal

**AGRICULTURE FISHERIES AND FOOD AUTHORITY**  
**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**HORTICULTURAL CROPS CODE OF CONDUCT**

**GUIDELINES GOVERNING AGREEMENTS BETWEEN PRODUCERS AND DEALERS OF HORTICULTURAL PRODUCE**

The guidelines shall:

- i) Act as a memorandum of understanding between the producer and dealer of fresh horticultural produce.
- ii) Serve as a guideline for the producer and dealer in order to conduct good business practices, which will be mutually beneficial, and help promote the well-being of the horticultural industry in Kenya.
- iii) Act as a guideline or framework to development of a legally binding contract to be executed by the producer and dealer.

**OBLIGATIONS OF THE PRODUCER AND DEALER**

- a) The **producer** shall
  - i) Be organized into well-managed group or registered legal entities.
  - ii) Relate to specific dealers only under a contract as specified in this Order. Producers dealing with different dealers shall clearly designate blocks
  - iii) Request for training on any aspect that deals with quality control as need arises
- b) The **dealer** shall:
  - i) Relate to specific producer entities under a contract as specified in this Order
  - ii) Provide the necessary extension services to the producer(s).
  - iv) Relate directly with the producer.
  - v) Not engage sub-dealers
  - vi) Establish means and ways of financing the producer where necessary

- vii) The dealer should be a member in a duly registered industry association
  - viii) Submit agreement between the exporter to the directorate or relevant county government for verification and witnessing before execution
  - ix) The marketing agent shall be responsible for traceability of the product
  - x) Relate to a specific exporter/dealer/buyer for specific crops
- c) All parties in the contract shall
- i) Undertake to conduct their business diligently and professionally at all times.
  - ii) Submit agreement to the directorate or county government for verification and witnessing before execution
  - iii) Seek for mediation from the directorate or court of law in the event that there is breach of the contract
  - iv) Ensure that the contract is adhered to
- e) **Obligations of the regulator in collaboration with County government**  
The regulator shall:
- i. Provide specialized advisory services to the producers, marketing agents and exporters
  - ii. Arbitrate on disputes arising from the contracts
  - iii. Enforce the agreements/contracts
  - iv. Maintain a database of registered agents for reference
  - v. Enforcement of the relevant laws, codes of practice
  - vi. Implement sampling and testing plan to check on compliance to industry requirements
  - vii. Provide a service charter to the marketing agent
  - viii. Undertake field surveillance to ensure adherence to the code

## **ESSENTIAL ELEMENTS OF THE CONTRACT**

The contract shall include specific terms and conditions for production, handling and collection of produce, payment, and any other essential elements, which will create a clear understanding of obligations of both the producer, the marketing agent and the exporter.

### **The elements include:**

- a) **Quantity and quality of produce to be supplied at a particular time and contract price**
  - i) The contract shall specify the **quantity** in either boxes/cartons/crates or kilos to be supplied by the producer(s) over a period of time.

ii) Contract should specify a **minimum quantity** of produce to be supplied by the contracted produce source. (i.e. quantity below which no collection will be effected.)

**b) Seed and other Inputs**

i) The contract shall specify who is responsible for inputs, including labour.

ii) If the producer requires the use of certified seeds/planting materials by the dealer, it shall be specified in the contract. The seed shall be of good quality and germination percentage as guided by the label.

iii) Contract shall address which party will be responsible for supplying and applying other inputs such as fertilizer and pesticides.

iv) The dealer shall ensure that all procurement, distribution, safe storage, usage and disposal of agro-chemicals for the producer(s) shall be in accordance with the provisions of the Pest Control Products Act.

v) The dealer shall ensure production of safe and quality produce and ensure sustainable management of pest at all times.

vi) The dealer shall ensure that a producer maintains all records of chemicals used and avail the records to the horticultural inspectors at all times.

d) Terms and conditions for purchase or sale of inputs must be included within the contract.

**c) Generally Accepted Production Practices**

All parties shall commit to implement Good Agricultural Practices and procedures.

**d) Record Keeping and traceability**

i) Each producer and dealer shall implement a complete record keeping and traceability system for production and handling of produce.

ii) Minimum record keeping requirements for traceability and pest management accountability shall include:

- Identification of previous crop.
- Type of seed used and treatment given.
- Date of planting.



- Scouting records
- Pest product used
- Application of pest control products; date, rate, weather conditions.
- Irrigation dates and quantities.
- Harvesting: dates and weather conditions.

e) **Field Support and Training**

(a) Every dealer shall provide contracted producer with sufficient training, during the contract period on:

- Group management and administration.
- Good Agricultural Practices

f) **Harvesting and Post-Harvest Practices**

(i) Dealer shall agree to undertake acceptable management practices for harvesting and handling of produce, which will ensure high quality levels.

(ii) These practices include:

- Use of clean containers during field handling of produce.
- Protection of produce from heat and direct sunlight.
- Maintenance of hygienic conditions.
- Use of clean water for washing of produce where necessary.

g) **Inspection and Grading**

Dealer and producer shall agree and specify responsibilities for inspection and grading of produce, type of document to be executed upon collection/delivery of produce, agree at what stage goods change title and obligations of each party.

h) **Packaging Supply and Procedures**

i) Contract shall specify which party is obligated to supply packaging materials.

ii) Packaging procedures such as condition and quantity of produce, grade and type of produce, placement within a container.

i) **Conditions of Collection and/ or Delivery**

- i) The contract shall specify the collection periods of produce (time and year).
- ii) Specify conditions for the events of non-collection.
- iii) If dealer fails to collect at specified time, he shall be obliged to pay the contracted price for that produce.
- iv) Specify collection times and penalties incase of default of either party.
- v) Agree on tolerance levels (%) on shortages and excesses.

j) **Dealings with third parties**

- i) Both producer and dealer shall not engage in any transactions with other individuals or intermediaries involving the contracted produce.
- ii) The produce under contract should only be sold to the dealer of the produce.

k) **Rejected Produce**

- i) Point of rejection of produce shall be specified upon in the contract.
- ii) Conditions for the return of the rejected produce shall be specified.
- iii) Disposal of rejected produce shall be specified.
- iv) Any produce which the dealer has accepted delivery of shall not be returned to the producer.

l) **Payment Terms and Mechanism**

- (i) Producer and dealer shall specify the mode, terms and mechanism of payment.

m) **Penalties**

- (i) The contract agreement shall specify penalties including type and amount of compensation to either party as a result of failure to abide by the terms of the contract.

n) **Duration of Contract**

- (i) Duration and maturity of contract shall be specified.

o) **Termination Clause**

- i) Conditions for termination of contract shall be specified.

- ii) Either party may terminate the contract by giving the other a written notice within a reasonable period equivalent to a full production and marketing cycle of the produce..
- p) **Natural Calamities and Non-Commercial Risks (*Force majeure*)**
  - (i) In the event of natural calamities (such as floods, hail, earthquakes etc) it shall be stated clearly in the contract that both parties shall not be held responsible.
  - (ii) Furthermore, in the event of non-commercial risks (such as war, national labour, strikes, etc) the affected party shall be held harmless for non-performance.

#### Conditions

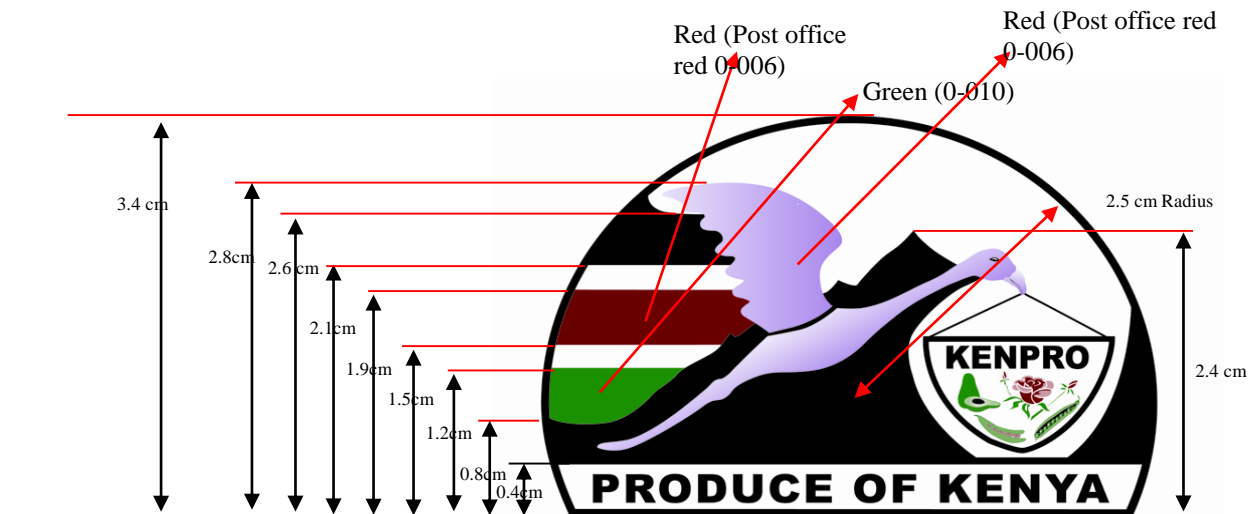
1. All contracts must be registered with the Authority and County government within 14 days of signing by both parties
2. Where contracts are breached, aggrieved parties must inform the Authority in writing
3. The Authority must be notified of any variations on the contracts registered within seven days

# EIGHTH SCHEDULE (r20(3))

## AGRICULTURE AND FOOD AUTHORITY

### THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019

#### NATIONAL HORTICULTURE PRODUCE LOGO



**NINTH SCHEDULE**

**r 20(7))**

**THE AGRICULTURE FISHERIES AND FOOD AUTHORITY**

**THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019**

**IMPORT RELEASE ORDER**

Name/ of Dealer .....

Address.....Tel.....

Email.....Physical Location.....

Contact person .....

Registration No. ....

Valid from.....to.....

Is hereby authorized to import the following;  Fresh produce  Processed product  Raw material ( *Tick as appropriate*)

Type	Quantity (Kilograms)	Country of Origin	Value (F.O.B) KES

*NB:Attach list*

Duration of import permit.....days

Expiry date.....

Point of entry/delivery.....

**FOR OFFICIAL USE**

**3. Checked by:**

Officer Name.....Signature..... Date .....

**Approved by:**

Director's Name .....Signature.....Date .....

Official Horticulture Crops Directorate Rubber stamp

**Terms and Conditions:**

1. The Authority may vary, suspend or cancel the food crop produce import/export permit issued if the holder fails to abide with the national horticulture product standards.
2. The importer/exporter shall provide all the information of the transaction in question to the Authority at all times on demand.
3. The import permit may be suspended without notice where such importer infringes the legal requirements as elucidated in the laws of Kenya.

The holder of this certificate shall submit monthly returns to the Authority in the prescribed format

**TENTH SCHEDULE****(r29(2))****AGRICULTURE AND FOOD AUTHORITY  
THE CROPS (HORTICULTURE CROPS) REGULATIONS, 2019****HORTICULTURAL CROPS INDUSTRY LEVIES**

<b>REGISTRATION AND PERMIT/LICENCES CATEGORIES</b>	<b>FEES (KSH)</b>	<b>VALIDITY</b>
Dealers (Importers, exporters, ship chandlers, processors, and clearing agents)	25,000	Annual
Export levy	1 % of F.O.B value	Per consignment
Import levy – Finished products	4% of F.O.B value	Per consignment
Import levy – Raw materials	2% of F.O.B value	Per consignment
Nursery Operators/mother block Registration based on turnover 1. Up to 50,000 2. 50,000-250,000 3. 250,000-500,000 4. Above 500,000	1) 1,000.00 2) 2,500.00 3) 5,000.00 4) 7,500.00	Annual
Inspection for nursery/mother block	1,000.00	Annual/ or in case of non-compliance
Inspection for product conformity	1,000.00	Per inspection
Produce handling facility inspection	5,000.00	Twice per year/ or in case of non-compliance
Farm Inspection per acre a. (Below 5.0 Acres) b. (over 5 to 10 Acres) c. (Above 10 Acres)	1)1000 2) 2,500 3) 5,000	per inspection per inspection per inspection
Audits due to interception or notification from the market	100% of the cost	Per inspection

Dated this .....day of .....2019

.....  
**WILLY BETT**  
*Cabinet Secretary Ministry of Agriculture, Livestock and Fisheries*