

Date:

10.12.25

Combinable Crops supply chain fairness review – Crops Board considerations

The following table provides members with some context as to what the National Crops Board have been hearing from members and discussing in as part of its representational work.

Question in the Defra Consultation on Supply Chain Fairness	Crops Board Discussion Points
10. To what extent do you agree or disagree that bargaining power between producers and buyers of combinable crops (merchants) is reasonably balanced?	<ul style="list-style-type: none"> • Understanding of the AIC No.1 Contract. • Understanding of merchants' individual farm purchase terms, and how they impact upon the operation of the AIC No.1 Contract. • Clarity of contract confirmation.
11. To what extent do you agree or disagree that current contractual practices in the combinable crops supply chain are fair and transparent?	<ul style="list-style-type: none"> • Fairness of the AIC No.1 Contract. • Definitions of terms such as force majeure.
15. "As a business that sells or purchases combinable crops, the terms and conditions agreed in my contract, whether written and signed or not, are specific and unambiguous" To what extent do you agree or disagree with this statement?	<ul style="list-style-type: none"> • Understanding of merchants' individual farm purchase terms. • Definitions of terms within the AIC No.1 Contract and farm purchase terms.
16. "To ensure a legal baseline across the whole sector, all sale agreements between producers and purchasers should be covered by a written contract." To what extent do you agree or disagree with this statement?	<ul style="list-style-type: none"> • The merits of having a single, clear contract which is fully understood for regular grain trades throughout a season. • The ability of merchants to vary the single contract, breaking down the understanding and transparency in how it operates.
17. "I feel empowered to negotiate the terms and conditions in the contract (e.g. payments terms, delivery conditions) to best suit my business needs." To what extent do you agree or disagree with this statement?	<ul style="list-style-type: none"> • Understanding the specifications upon which grain has been sold.
19. If you sell combinable crops, does your contract include a requirement for merchants to provide reasonable notice regarding when grain will be collected?	<ul style="list-style-type: none"> • The notice provided for a grower to need to load a lorry. • Delays in 'as available' grain being collected at harvest, and the impact on storage. • Being required to load outside or normal working hours.
20. If you sell combinable crops, does your contract provide for compensation or additional payments if grain collection occurs outside the agreed movement dates? Please explain your answer.	<ul style="list-style-type: none"> • How often a 'carry' is paid for late movement, and whether it is enough.
24. When buyers offer a price for crops, do they provide clear information on how that price	<ul style="list-style-type: none"> • The availability of key data within the supply chain.

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relates to market benchmarks (e.g., futures prices, spot prices, demand)?	<ul style="list-style-type: none"> • How defaults operate and how the 'market price' is determined.
25. When selling crops, is the process used to determine the final quality specifications (e.g. moisture, protein content etc.) satisfactory?	<ul style="list-style-type: none"> • Frustration that merchants do not sample the grain they are buying. • The transparency of the sampling process at intake. • The ability to contest the results of a sample at intake. • Lack of clarity in a claims structure.
26. When selling crops, which are collected by the buyer, do you feel you have sufficient opportunity to ensure the cleanliness of the inside of the trailer?	<ul style="list-style-type: none"> • The challenge and safety implications of inspecting a vehicle before loading.
31. To what extent do you agree or disagree that the current mechanisms for resolving disputes are fair, affordable, and impartial?	<ul style="list-style-type: none"> • Lack of transparency around the independent testing process.
33. To what extent do you agree that timely and detailed data about each delivery is available (such as weight, quality, price, deductions, etc.).	<ul style="list-style-type: none"> • Speed of sample data feedback.
35. Should contracts for the purchase of combinable crops include a requirement for buyers to provide key data where the seller does not meet contractual requirements (i.e. for deductions or rejections) to the seller within a specified timeframe?	<ul style="list-style-type: none"> • Claims not being notified until after the load has been tipped. • Lack of clarity over the claims structure at different intakes.
41. Are there any additional issues, concerns, or experiences related to business relationships in the combinable crops supply chain that you feel have not been addressed in this consultation?	<ul style="list-style-type: none"> • The relationship between growers and the sellers of key inputs such as seed, fertiliser and crop protection products. (Note that this is not within the scope of the Agriculture Act, but worth recording here to be addressed separately.)

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