



Department
for Environment
Food & Rural Affairs

Contractual practice in the UK combinable crops sector

Consultation

10 December 2025

We are responsible for improving and protecting the environment. We aim to grow a green economy and sustain thriving rural communities. We also support our world-leading food, farming and fishing industries.

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1. Background

- 1.1 The UK combinable crops sector, which includes cereals, oilseeds, and pulses, plays a vital role in national food security and contributes significantly to the wider economy. These crops provide essential raw materials not only for human consumption but also for animal feed and renewable energy production. Despite its importance, the sector faces considerable challenges such as extreme weather conditions driven by climate change, volatility in input costs like fertilisers and fuel, and fluctuations in global commodity markets. These pressures can intensify existing imbalances in bargaining power between producers and purchasers, potentially undermining the sector's stability.
- 1.2 The combinable crops sector operates within a complex and globally interconnected market that offers both opportunities and challenges. While it is often more transparent than some other agricultural sectors, with many buyers and merchants providing clear contracts and valuable market intelligence, challenges remain. Unclear contractual or end-user terms, along with sub-optimal data exchange across the supply chain, can limit producers' access to timely and accurate information. These issues may create uncertainty for farm businesses and could discourage long-term investment and strategic planning.
- 1.3 This consultation invites stakeholders to share their perspectives on key issues including the nature of current contracts, allocation of risk, transparency of pricing and specification data, and the effectiveness of dispute resolution mechanisms. The insights gained will support the development of government policy and potential legislative initiatives aimed at fostering a fairer, more transparent, and resilient supply chain for all participants in the combinable crops market.
- 1.4 This is a UK wide consultation, undertaken by Defra in collaboration with the Scottish Government, Welsh Government and DAERA. Any further action in response to the findings of this consultation will be developed alongside the Devolved Governments.

2. Purpose of the consultation

2.1 The purpose of this consultation is to gather evidence on how supply arrangements currently operate within the UK combinable crops sector and to explore the nature of relationships between producers, first purchasers, and input suppliers. It also seeks views on whether the functioning of these contractual arrangements can be improved to create a fairer and more resilient supply chain.

2.2 Primary producers in the combinable crops sector are typically small to medium-sized farm businesses supplying products such as cereals, oilseeds, and pulses. These producers often sell to a smaller number of larger, consolidated buyers who hold significant market power. Where such imbalances exist, producers can be vulnerable to trading practices which may impact their ability to plan, invest, and grow sustainably.

2.3 The UK Government is committed to supporting a productive, profitable, and sustainable farming sector. Building on regulations introduced for the dairy and pig sectors, and consultations held for eggs and fresh produce, this review into combinable crops forms a key part of that commitment. It aims to ensure that relationships throughout the agri-food supply chain are transparent, equitable, and effective.

2.4 Under Section 29 of the Agriculture Act 2020, the Secretary of State holds powers to introduce regulations addressing unfair practices and improving transparency in agricultural supply chains. The evidence gathered through this consultation will help determine whether such regulations are needed for the combinable crops and agricultural inputs sectors, and if so, what form they should take.

3. Scope of the consultation

3.1 The Fair Dealings powers are limited in their scope. They apply only to contracts between growers and the buyers of their produce and do not extend to input supply relationships or to transactions further along the supply chain (such as when a merchant purchases grain from a farmer and then sells it to another end customer or processor). While the consultation asks about contracts for key agricultural inputs such as seed and fertilisers, these cannot be regulated under the powers. Many businesses that buy combinable crops also supply these inputs, so collecting information on inputs provides a fuller picture of how contracts operate across the farm gate and the implications for fairness and transparency.

3.2 Therefore in this consultation, any reference to “selling” refers exclusively to instances where a producer/farmer is selling to a buyer, since the powers apply only when the producer/farmer is the selling party.

4. The consultation process

Who will be affected by this proposal?

4.1 This consultation is directed at anyone involved in the combinable crops supply chain. This consultation will be of particular interest to you if you are involved in:

- producing cereals, oilseeds, or pulses for onward sale, either as an independent grower or as a member of a marketing group or agent; or
- purchasing combinable crops for processing, animal feed, or other purposes; or
- activities associated with the production, sale, wholesale, processing or retail of combinable crops; or
- activities relevant to the combinable crops sector e.g. supply of seed or fertiliser.

Timing and duration of this consultation

4.2 The consultation period will commence on 10 December 2025 and will be open to responses for a period of eight weeks.

4.3 The consultation period will end 4 February 2026. We will not consider any responses received after that date.

Responding to this consultation

4.4 Please respond to this consultation using the citizen space consultation hub at Defra: <https://consult.defra.gov.uk/supply-chain-fairness/combinable-crops>

By email to: CCfairdealings@defra.gov.uk

or

Department for Environment, Food and Rural Affairs
Supply Chain Fairness Team
Seacole Block
2nd Floor
2 Marsham Street
London SW1P 4DF

4.5 Please provide relevant views, evidence and explanation for your views including any cases where you have reason to comment upon or challenge anything in this consultation.

4.6 We recognise that respondents may choose to use some standard text to inform their response. Campaigns are when organisations (or individuals) coordinate responses across their membership or support base, often by suggesting a set of wording for respondents to use. Campaign responses are usually very similar or identical to each other. For this consultation, campaign responses may be analysed separately to other responses to ensure the breadth of views received can be summarised effectively and efficiently. All campaign responses will be taken into account in the final analysis of public views and campaigns help provide an indication of the strength of feeling on an issue. The preferred route for all respondents to provide their views (including where a response is based on a campaign) is through the Citizen Space platform.

5. After the consultation

5.1 Responses received by 4 February 2026 will be analysed and taken into account by all UK governments in considering the measures necessary to improve contractual practices in the UK combinable crops sector. Responses will be made available to the relevant teams of policy officials in the Devolved Governments, who may share analysis and conclusions with senior colleagues and Ministers.

5.2 A summary of responses to this consultation will be published on the UK government website at: www.gov.uk/defra. An annex to the consultation summary will list all organisations that responded and what part of the UK they represent but will not include personal names, addresses or other contact details.

5.3 Defra may publish the content of your response to this consultation to make it available to the public without your personal name and private contact details (such as home address, email address).

5.4 If you click on ‘Yes’ in response to the question asking if you would like anything in your response to be kept confidential, you are asked to state clearly what information you would like to be kept as confidential and explain your reasons for confidentiality. The reason for this is that information in response to this consultation may be subject to release to the public or other parties in accordance with the access to information law (these are primarily the Environmental Information Regulations 2004 (EIRs), the Freedom of Information Act 2000 (FOIA) and the Data Protection Act 2018 (DPA)). We have obligations, mainly under the EIRs, FOIA and DPA, to disclose information to particular recipients or to the public in certain circumstances. In view of this, your explanation of your reasons for requesting confidentiality for all or part of your response would help us balance these obligations for disclosure against any obligation of confidentiality. If we receive a request for the information that you have provided in your response to this consultation, we will take full account of your reasons for requesting confidentiality of your response, but we cannot guarantee that confidentiality can be maintained in all circumstances.

5.5 If you click on ‘No’ in response to the question asking if you would like anything in your response to be kept confidential, we will be able to release the content of your response to the public, but we will not make your personal name and private contact details publicly available.

5.6 This consultation is being conducted in line with the “Consultation Principles” as set out in the Cabinet Office’s guidance which can be found at <https://www.gov.uk/government/publications/consultation-principles-guidance>.

5.7 If you have any comments or complaints about the consultation process, please address them to:

By email: consultation.coordinator@defra.gov.uk,

or in writing to:

Consultation Co-ordinator
Defra: Seacole Block
2nd Floor
2 Marsham Street
London
SW1P 4DF

Confidentiality

1. Would you like your response to be confidential? If yes, please give your reason.

- Yes
- No
- Reason: _____

6. Consultation questions

About you

This consultation is primarily directed at combinable crops growers (i.e. those who produce cereals, oilseeds and pulses), grain purchasers, processors, and others involved in the combinable crops supply chain, as well as stakeholders with a wider interest in the sector, including those operating further along the supply chain such as food manufacturers and retailers. The following questions are designed to help develop a comprehensive understanding of current practices and support detailed analysis of consultation responses.

2. What type of business do you operate as? Please select all that apply.

- Producer (farmer/grower)
- Agricultural contractor
- Agricultural Merchant/Grain Trader
- Primary Processor (e.g., miller/maltster/biofuel producer/animal feed compounder)
- Secondary Processor/Food Manufacturer
- Producer Organisation/Cooperative
- Marketing Group
- Retailer
- Wholesaler
- Supplier of inputs (seed, fertiliser etc.)
- Exporter
- Representative organisation/Trade organisation
- Other (please specify)
- Prefer not to say.

There are numerous bodies (collectively referred to as “representative organisations”) which act on behalf of groups of individuals or businesses within the agricultural and food sector. These include trade associations, professional societies and industry bodies that provide advocacy, guidance, or services to their members.

3. If you are a representative organisation, which part of the supply chain do you represent? Please select all that apply.

- Producers/Growers
- Merchants/Traders
- Processors
- Suppliers of inputs
- Retailers
- Exporters
- Consumers
- Other (please specify)
- Not applicable
- Prefer not to say.

4. Where is your business based? Please select all that apply.

- England
- Northern Ireland
- Scotland
- Wales
- Other (please specify)
- Prefer not to say.

5. If you are a producer/grower, what is the approximate size of your arable enterprise? (If you are a mixed enterprise, please answer based on your arable land only).

- 0 -- 10 hectares
- 11 – 50 hectares
- 51 – 100 hectares
- 101 – 500 hectares
- 501 – 1000 hectares
- 1001+ hectares

6. If you are a producer/grower, how is your arable land farmed?

- Farmed directly by you (in-hand)
- Farmed entirely by contractors
- Farmed partly by you and partly by contractors
- Other (please specify)

**7. Which categories best describe the crops you produce or purchase?
(select all that apply)**

- Wheat
- Barley
- Oats
- Oilseeds (e.g., oilseed rape, sunflower)
- Pulses (e.g., peas, beans, lentils)
- Other (please specify)

8. If you are a producer/grower, are you currently a member of a cooperative business?

- Yes
- No
- Not applicable

9. If you sell combinable crops, how many different businesses have you sold to in the past 12 months?

- 1
- 2 to 4
- 5 to 7
- 8 to 10
- More than 10
- Not applicable
- Prefer not to say.

Contractual Relationships

This section seeks your views on the overall state of contractual relationships in the sector.

10. To what extent do you agree or disagree that bargaining power between producers and buyers of combinable crops (merchants) is reasonably balanced? Please provide reasons and, if possible, examples to support your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree

11. To what extent do you agree or disagree that current contractual practices in the combinable crops supply chain are fair and transparent? Please provide reasons and, if possible, examples to support your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree

We understand that pro-forma contracts, provided by industry representative bodies, are commonly used as the basis for agreements when growers sell combinable crops. In many cases, these standard contracts are supplemented with additional terms and conditions agreed between the parties, which can vary depending on the buyer, the crop, or specific commercial arrangements.

12. Do you believe that government intervention is required to regulate contracts in this sector? Please explain your reasoning.

- Yes
- No
- Don't know

Contractual Terms and Fairness

We understand that, in the combinable crops sector, the most common form of contract is a verbal negotiation followed up with a written contract before the exchange of goods takes place. We are keen to explore the relative prevalence of other arrangements, and this section asks about the types of agreements you use when selling crops or purchasing inputs.

13. What type of sale agreement do you have when selling crops? (select all that apply)

- Written contract
- Verbal/informal agreement
- Other (please specify)
- Don't know
- Not applicable

14. As a business that sells combinable crops, what type of contract have you used over the past 5 years? (select all that apply)

- Spot contract
- Forward contract
- Pool contract
- Multi-year contract
- Other (please specify)
- Not applicable

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? Please give reasons for your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Don't know
- Not applicable

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? Please provide reasons and, if possible, examples to support your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Don’t know

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? Please provide reasons and, if possible, examples to support your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Don’t know
- Not applicable

There are different ways for combinable crops to be sold. Contracts may, for instance, be agreed in advance at a fixed price before harvest, sold at the prevailing market price when ready, or sold as part of a group or cooperative arrangement. The question considers the extent to which businesses can choose the type of contract that best suits their needs.

18. “I feel empowered to choose the type of contract (e.g. forward contract, pool contract etc.) to best suit my business needs.” To what extent do you agree or disagree with this statement? Please provide reasons and, if possible, examples to support your answer.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Don’t know
- Not applicable

19.If you sell combinable crops, does your contract include a requirement for merchants to provide reasonable notice regarding when grain will be collected? Please explain your answer.

- Yes
- No
- Don't know

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.

- Yes
- No
- Don't know

We understand that decisions about when combinable crops are marketed, such as pre-harvest, immediately post-harvest or later, can vary depending on business strategy, market conditions and buyer requirements. We are keen to understand the timing of these marketing decisions and how they are typically made across the sector.

21.As a business that sells combinable crops, at what stage do you typically agree a contract for your produce (i.e., fix the price and quantity with a buyer)? (Select all that apply).

- Pre-harvest (before the crop is planted)
- Pre-harvest (before the crop is harvested)
- Immediate post-harvest
- Later post-harvest (weeks or months after harvest)
- As part of a forward-selling or futures arrangement
- Other (please specify)
- Not applicable

22.As a business that sells combinable crops, at what stage do you typically expect to sell (exchange/deliver) your produce? (Select all that apply).

- Immediate post-harvest
- Later post-harvest (weeks or months after harvest)
- As part of a forward-selling or futures arrangement
- Other (please specify)
- Not applicable

Prices and price transparency

23. When selling crops, do you feel you have sufficient opportunity to negotiate the price offered by buyers? Please explain your answer and, if possible, provide examples.

- Yes
- No
- Sometimes
- Not applicable

24. When buyers offer a price for crops, do they provide clear information on how that price relates to market benchmarks (e.g., futures prices, spot prices, demand)? Please provide examples, if possible.

- Always
- Often
- Sometimes
- Rarely
- Never

Testing and Standards

We understand that, when selling crops, the ability to verify key factors such as weight, quality specifications, and the delivery process, such as the condition of the collection vehicle can significantly affect both product value and contract compliance. As part of this consultation, we are seeking views on how current practices operate and whether they are fair, transparent, and balanced.

25. Esboniwch eich rhesymeg a rhowch enghreifftiau i gefnogi eich ateb os oes modd. Please explain your reasoning and, if possible, provide examples to support your answer.

- Yes
- No
- Don't know

Vehicle cleanliness standards are a mandatory requirement under most grain assurance and certification schemes. Lorries, trailers, and other vehicles used to transport crops must be in a fit condition to transport them and avoid contamination from previous loads, residues, or foreign materials.

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?

Please explain your reasoning and, if possible, provide examples to support your answer.

- Yes
- No
- Don't know

Contractual behaviours

Before a formal contract is agreed parties may negotiate terms and prices, and in some cases require certain conditions from sellers (such as certain on-farm practices). We are interested in hearing whether this process is conducted in a fair and transparent way, and how behaviours at this stage affect the final agreement including whether there are ever discrepancies between what was verbally agreed and what is ultimately recorded in the written contract.

27. When selling crops, have you experienced unfair practices during the negotiation stage, before a contract is agreed (for example, last-minute changes to terms or pressure to accept unfavourable conditions)?

Please provide reasons and, if possible, examples to support your answer.

- Yes
- No
- Unsure

Contents of contract

As mentioned previously, we understand that standard form contracts are commonly used in the sector, sometimes alongside additional terms and conditions. Through this consultation, we are keen to understand whether these terms are considered fit for purpose, or whether there are clauses that should be included or excluded. For example, some contracts may contain provisions that restrict where or from whom growers can purchase key inputs such as seed, fertiliser, or crop protection products. We are interested in how common such clauses are, and what impact they may have on flexibility, costs, and decision-making for farm businesses.

28. Are there any clauses which should be mandatory within any contract?

If yes, please provide details.

- Yes
- No
- Unsure

29. Are there any clauses which should be prohibited within any contract? If

yes, please provide details.

- Yes
- No
- Unsure

Dispute Resolution

This section asks about how disagreements (e.g. regarding a rejected load) are handled. Where business disputes arise, it is important that parties have access to fair and effective ways of resolving them. In many cases, issues can be settled informally through direct discussion, but more formal options (such as arbitration or court proceedings) may also be used. We are interested in how disputes are currently being resolved in practice, and whether existing mechanisms meet the needs of those involved.

**30. If you have had a dispute relating to a contract, how was it resolved?
(select all that apply)**

- Informal discussion
- Arbitration
- Court proceedings
- I was not able to resolve through any of the above methods
- I have not had a dispute

31. To what extent do you agree or disagree that the current mechanisms for resolving disputes are fair, affordable, and impartial? Please provide reasons for your answer, referencing any experiences with specific processes like industry-body arbitration.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree

32. Should regulations require all contracts to include a clear dispute resolution procedure?

- Yes
- No
- Unsure

Data Transparency

We understand that farmers rely on timely, accurate feedback from buyers to make decisions about future deliveries. Delays in receiving information on quality issues can result in repeated problems before they can be addressed. We are keen to explore whether current data provision supports effective decision-making.

33. To what extent do you agree that timely and detailed data about each delivery is available (such as weight, quality, price, deductions, etc.).

Please provide any comments on how and when this information is communicated and any issues you have encountered.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree

34. Should contracts for the purchase of combinable crops include a requirement for buyers to provide key data where a seller meets contractual requirements (e.g. moisture etc.) to the seller within a specified timeframe?

- Yes
- No
- Don't know

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?

- Yes
- No
- Don't know

36.If yes, what data should this include and what timeframe would be reasonable?

- Immediate (i.e. at the same time as it is available to the merchant)
- 1 working day
- 2 working days
- Other timeframe (please specify)

Variation within the UK

The UK combinable crops sector operates across all four nations as part of a single internal market. While there is broad alignment in how the sector functions, there may be differences in trading practices, infrastructure, or market dynamics in different parts of the UK.

37.Regulations are often applied uniformly across all UK nations. Is there any reason why a different approach should be taken for the combinable crops sector? Please give reasons for your answer.

- Yes
- No
- Don't know

Scope and Implementation

If any regulations are to be introduced, we want to make sure they work well across the whole sector. We recognise that farming and food businesses often face different challenges to those further along the supply chain, and that new interventions can sometimes lead to unexpected outcomes. Regulations introduced under the Fair Dealing powers could, for example, prohibit the use of certain contract clauses considered unfair, or require businesses to provide specified information or data to improve transparency and certainty for both parties. We are asking for your views on how such requirements might affect you, including any additional time or costs involved, as well as any potential wider benefits.

38. If new legislative requirements were to be introduced, are you aware of any positive or negative impacts to business that could arise? Please give reasons for your answer including, if possible, any estimated additional costs or savings.

- Yes
- No
- Unsure

39. Are you aware of any positive or negative impacts on consumers which could arise from the introduction of regulations in this sector? Please give reasons and, if possible, examples for your answer.

- Yes
- No
- Unsure

Other concerns

40. If new regulations were to be introduced, how much time do you estimate would be required to implement business changes necessary to comply with them? Please give reasons for your answer.

- Under 12 months
- 13 - 24 months
- 25 - 36 months
- Other (please explain)
- Don't know
- Not applicable

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? Please share any relevant details, examples, or suggestions.