



Department  
for Environment  
Food & Rural Affairs

# Consultation on contractual relationships in the UK fresh produce industry

14 December 2023



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# 1. Background

1.1 The UK government is committed to tackling contractual unfairness where it exists in the agri-food supply chain. At the UK Farm to Fork Summit held at Downing Street on 16 May 2023 the UK government announced a new review into fairness in the horticulture supply chain to support British farmers and improve food security. This builds on the reviews we already have underway using powers under s.29 of the Agriculture Act 2020 to improve transparency and fair contractual dealing in the dairy and pork sectors, and in October launched a review of the egg sector. The focus of this review is on fresh produce in the edible horticulture sector, referred to as 'fresh produce' throughout this consultation.

1.2 There are hundreds of different fresh produce crops which vary greatly in terms of the market the produce is sold to, growing conditions, and perishability. Industry and government have developed various methods for grouping fresh produce crops; however, there is no one consistent method that meets every need. To reflect existing grouping methods whilst meeting the specific needs of this review, we have categorised crops into 16 groups, listed in question 14.

1.3 The fresh produce sector has faced numerous significant challenges in recent years that have impacted crop production across the sector. Energy, fuel, and labour costs have risen significantly at the same time as the sector has dealt with the impacts of unprecedented and volatile climate conditions. The impacts can be seen across the sector; for example, industry has reported a reduction in tomato and berry production in the past couple of years with further reductions expected next year.

1.4 Industry engagement has highlighted concerns over declining profitability within the sector, leading many producers away from the industry, particularly where crops require specialist infrastructure with higher associated costs of production. Significant production cost increases add to supply concerns, if returns are unsustainable; for example, industry have reported that the cost of potato production has increased significantly in recent years.

1.5 This consultation follows similar consultations that have already taken place looking at the dairy, pig and egg sectors, and is our next step in delivering on the UK government's commitment to consult on the need for supply chain fairness regulations on a sector-by-sector basis.

1.6 For wider context, the summary of responses for the dairy and pig consultations that have already concluded can be found below:

- **Contractual practice in the UK dairy sector consultation: Summary of responses:**

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/976159/summary-responses-contractual-practice-uk-dairy-sector.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/976159/summary-responses-contractual-practice-uk-dairy-sector.pdf)

- **Contractual practice in the UK pig sector consultation: Summary of responses:**

1.7 This is a UK wide consultation, undertaken by DEFRA with the agreement of the Scottish Government, Welsh Government and pending the return of Northern Ireland ministers, DAERA officials. Different fresh produce sector priorities exist across different parts of the UK, and any further action in response to the findings of this consultation will be discussed with between the UK Government, Scottish Government, Welsh Government and the Northern Ireland Executive.

## 2. Purpose of the consultation

2.1 The purpose of this consultation is to gather evidence about how supply arrangements in the fresh produce sector currently function and to explore the nature of the relationships between the various parties in the supply chain. It is also seeking views on whether the functioning of the supply chain can be improved.

2.2 This consultation is in response to concerns raised that primary producers tend to occupy positions of relative market weakness in the fresh produce supply chain. Consensus among producers in the UK is that unequal bargaining power can expose producers to unfair treatment, with the potential to undermine equitable price transmission along the chain.

2.3 Producers of fresh produce in the UK vary greatly in terms of crop type, business size and business model and, in parts of the UK, many producers are members of producer organisations or cooperative organisations; some larger producers also have on-site packing facilities. The vast majority of fresh produce is sold within the grocery retail market, which in itself is a fiercely price competitive marketplace. Power disparities between businesses and a lack of transparency in the supply chain could make some producers of fresh produce vulnerable to unfair trading practices.

2.4 The Agriculture Act 2020 introduced the 'Fair Dealings Powers' which are designed to address any unfair practices, enabling the UK government to introduce legislation to regulate the relationship between producers and buyers where necessary.

2.5 There are also powers available related to the collection and sharing of data within the agri-food supply chain that may be used where it supports transparency and fairness. This consultation will help determine whether and how these powers will be used by UK Government, Scottish Government, Welsh Government and the Northern Ireland Executive to create regulations that improve fairness in the sector.

2.6 Any interventions in the fresh produce sector following this consultation will be designed to ensure businesses can engage in smart business planning and risk management, supporting a sustainable, competitive, and resilient sector.

## 3. The consultation process

### Who will be affected by this proposal?

- 3.1 This consultation will be of particular interest to you if you are involved in:
- producing fresh produce for onward sale to a packer, processor, or grocery retailer; or
  - purchasing fresh produce for packing or processing; or
  - activities associated with the production, sale, or processing of fresh produce, including within the wholesale, hospitality, or retail sectors; or
  - activities for the benefit of the fresh produce industry.

### Timing and duration of this consultation

3.2 The consultation period will commence on 14 December 2023 and will be open to responses for a period of ten weeks.

3.3 **The consultation period will end at midnight on 22 February 2024.**

### Responding to this consultation

3.4 Please respond to this consultation using the citizen space consultation hub at Defra: <https://consult.defra.gov.uk/supply-chain-fairness/contractual-relationships-in-the-uk-freshproduce-i>

By email to: [freshproducecontractconsultation@defra.gov.uk](mailto:freshproducecontractconsultation@defra.gov.uk)

or

Department for Environment, Food and Rural Affairs  
Fresh Produce Consultation Team  
Seacole Block  
2nd Floor  
2 Marsham Street  
London SW1P 4DF

3.5 Please provide relevant views, evidence, and explanation so that proper consideration of alternatives may be given, including any cases where you have reason to comment upon or challenge anything in this consultation.

3.6 When providing detailed responses, please do not include any specific names of businesses or individuals.

3.7 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 via the Citizen Space platform.



## 4. After the consultation

4.1 Responses received by 22 February 2024 will be analysed and taken into account by all UK administrations in considering the measures necessary to improve fair contractual practice in the fresh produce sector. Responses will be made available to the relevant teams of policy officials in the UK Government, Scottish Government, Welsh Government and the Northern Ireland Executive, who may share analysis and conclusions with senior and ministerial colleagues.

4.2 A summary of responses to this consultation will be published on the UK government website at: [www.gov.uk/defra](http://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.

4.3 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 (for example, home address and email address).

4.4 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.

4.5 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 won't make your personal name and private contact details publicly available.

4.6 This consultation is being conducted in line with the Consultation Principles as set out in the [Cabinet Office's guidance](#).

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

By email: [consultation.coordinator@defra.gov.uk](mailto:consultation.coordinator@defra.gov.uk),

## Confidentiality

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

- Yes
- No
- Reason: \_\_\_\_\_

# 5. Consultation questions

## About you

5.1 This consultation is primarily directed at those that operate in the edible fresh produce supply chain, such as producers, packers, processors, and retail. However, we know that other businesses, organisations, and individuals are involved with, or take an interest in, the fresh produce sector. The questions below are intended to take account of this diversity and put your responses in perspective with those of other respondents. Where you operate in multiple capacities, such as a grower-packer, please select all that apply.

**2. What is your name?**

**3. What is your email address?**

**4. What is your organisation?**

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

- producer or grower
- packer
- marketing agent
- processor
- wholesaler
- retailer
- food service or hospitality business
- Producer organisation
- co-operative
- representative organisation or trade association
- other (please specify)
- prefer not to say

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

- producer or grower
- packers
- processors
- retailers
- consumers
- other (please specify)
- not applicable
- prefer not to say

**7. Where is your business based? Please select all that apply, including administration and physical sites.**

- England

- Northern Ireland
- Scotland
- Wales
- other (please specify)
- don't know
- prefer not to say

**8. If you grow fresh produce, are you currently a member of a Producer Organisation?**

- yes
- no
- don't know
- prefer not to say
- not applicable

**9. If you grow fresh produce, are you currently a member of a cooperative business?**

- yes
- no
- don't know
- prefer not to say
- not applicable

5.2 Several questions within this consultation seek the views of either businesses that “sell fresh produce”, or businesses that “purchase fresh produce”. If you purchase fresh produce from a business and sell fresh produce to another business, then both may apply. In this instance, please answer each question from the perspective of your role as either a business who sells fresh produce or a business who purchases fresh produce, and the contracts you have for these purposes.

**10.If you sell fresh produce, what type of businesses do you sell to? Please select all that apply.**

- packer
- marketing agent
- processor
- wholesaler
- retailer
- food service or hospitality business
- producer organisation
- co-operative
- other (please specify)
- prefer not to say

**11.If you sell fresh produce, how many different businesses have you sold to in the past 12 months? Include the total for all crops you sell.**

- 1 to3
- 4 to6
- 7 to9
- 10 to12
- more than 12
- don't know
- not applicable
- prefer not to say

**12.If you purchase fresh produce, what type of businesses do you purchase from? Please select all that apply.**

- producer or grower
- market agent
- producer organisation
- co-operative
- processor
- wholesaler
- other
- don't know
- not applicable
- prefer not to say

**13.If you purchase fresh produce, how many different businesses have you purchased from in the past 12 months? Include the total for all crops you purchase.**

- 1 to 3
- 4 to 6
- 7 to 9
- 10 to 12
- More than 12
- Don't know
- Not applicable
- Prefer not to say

## Fresh produce crops

5.3 The range of fruit and vegetable crops that make up the fresh produce sector vary greatly in terms of growing conditions, perishability, specification criteria, and suitability for storage, among other factors. Storage refers to the time fresh produce can be stored before sale, not entire product life. Stakeholders have indicated that these factors may influence negotiating power in contractual arrangements.

5.4 To shed light on which factors impact contractual arrangements, the categories below have been devised to group crops in a meaningful and manageable way. 'Protected' refers to crops grown in controlled environments such as glasshouse systems, polytunnels or vertical farms, including other highly perishable crops which require partial or temporary coverings. The examples provided in each category are indicative, so the crops you produce, purchase, or have an interest in may not be listed. Please select the most suitable category or 'other' if no categories are suitable.

**14. Which categories best describe the crops you produce, purchase or have an interest in? Please select all that apply.**

- Alliums (*onions, garlic, leeks*)
- Asparagus
- Brassicas (*cabbage, kale, Brussels sprouts, cauliflower, broccoli*)
- Root vegetables and tubers excluding potatoes (*carrots, parsnips, beetroot*)
- Potatoes excluding seed potatoes
- Mushrooms
- Edible herbs (*protected and unprotected*)
- Leafy salads, celery, and watercress (*protected and unprotected*)
- Vining peas, green beans, and sweet corn
- Summer squash (*courgettes, marrows*)
- Winter squash (*butternut, pumpkin*)
- Protected salads (*tomatoes, peppers, cucumbers*)
- Rhubarb
- Soft fruit (*strawberries, raspberries*)
- Stone fruit (*plums, cherries*)
- Top fruit (*apples, pears*)
- Other (*please specify*)

**15. If you are a business that produces fresh produce, how much of each crop category do you produce annually? Please provide details on the annual production volume in tonnes, percentage of volume going to processing, and annual value of production in GBP, for each crop category you produce. For example: Potatoes: XX tonnes, XX% for processing, and £XX value.**

**16. If you are a business that purchases fresh produce, how much of each crop category do you purchase annually? Please provide details on the annual purchase volume in tonnes, percentage of produce purchased that is used for processing, if any, and annual purchase value in GBP, for each crop category you purchase. For example: Potatoes: XX tonnes, XX% for processing, and £XX value.**

## Type of contract

5.5 Discussions with industry stakeholders in preparation for this consultation have helped build an understanding of the sector that we would like to test through this consultation. Our initial engagement suggests a mixed landscape in terms of contractual

processes often varying between crops, ranging from informal verbal agreements to formal written contracts with clearly agreed prices, volumes, and specifications, with many variations in between. We are keen to understand how these contracts operate in practice and to identify any issues of contractual unfairness.

5.6 Stakeholders have expressed varied perceptions of what constitutes a contract. Programme-based agreements are commonplace in some sectors, acting as a general guide to forecasted volumes and timings but are not typically viewed by industry as legally binding. For the purpose of this consultation, 'contract' refers to any form of sale agreement between producer and purchaser which may be written or verbal, signed or unsigned, and may vary in terms of detail.

**17. As a business that sells fresh produce, what type of contract do you have? Please select all that apply. Please provide details of what your current contract(s) look like.**

- Written contract
- Verbal contract
- Informal email agreement
- Forecast programme only
- Other (please explain)
- None
- Don't know
- Not applicable

**18. As a business that purchases fresh produce, what type of contract do you have? Please select all that apply. Please provide details of what your current contract(s) look like.**

- Written contract
- Verbal contract
- Informal email agreement
- Forecast programme only
- Other (please explain)
- None
- Don't know
- Not applicable

**19. "As a business that sells fresh produce, 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

**20. “As a business that purchases fresh produce, 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

**21. “As a business that sells fresh produce, the contracts I am currently entered in to or have agreed in the past 5 years, are considered binding by both parties”. 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

**22. “As a business that purchases fresh produce, the contracts I am currently entered in to or have agreed in the past 5 years, are considered binding by both parties”. 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

**23. “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 give reasons for your answer.**

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



- Don't know

**24. We are keen to understand whether changes to contracts between producers and purchasers take place and how they are made. Please select one option below that best reflects your recent experience. Please provide details related to the frequency of changes, the negotiations involved and who typically initiates and coordinates this process.**

- Changes to contracts do not occur or are very uncommon
- Changes to contracts sometimes occur (please provide details as above)
- Changes to contracts occur frequently (please provide details as above)
- Don't know
- Not applicable

**25. As a business that sells fresh produce, where changes to contracts do take place, are these changes discussed prior to being made? Please provide details on notice periods and general timeframes.**

- Yes
- No
- Don't know
- Not applicable

**26. As a business that purchases fresh produce, where changes to contracts do take place, are these changes discussed prior to being made? Please provide details on notice periods and general timeframes.**

- Yes
- No
- Don't know
- Not applicable

**27. As a business that sells fresh produce, where changes to contracts do take place, how are these changes made? Please select all that apply.**

- In writing (and signed)
- In writing (but not signed)
- Verbally
- Don't know
- Not applicable

**28. As a business that purchases fresh produce, where changes to contracts do take place, how are these changes made? Please select all that apply.**

- In writing (and signed)
- In writing (but not signed)
- Verbally
- Don't know

- Not applicable

5.7 We understand that contract duration in the fresh produce industry varies between crops, ranging from seasonal, fixed term contracts to rolling contracts based on long term partnerships. We are keen to understand the prevalence of rolling contracts compared to fixed term contracts, and whether terms and conditions are renegotiated at any stage during the contract term.

**29. As a business that sells fresh produce, what contract durations have you agreed to in the past 5 years? Please select all that apply.**

- Fixed term – single growing season
- Fixed term – more than one growing season
- Rolling with end date, renegotiation at specified intervals
- Rolling without end date, renegotiation at specified intervals
- Rolling without end date, no renegotiation.
- Other (please specify)
- Not applicable

**30. As a business that purchases fresh produce, what contract durations have you agreed to in the past 5 years? Please select all that apply.**

- Fixed term – single growing season
- Fixed term – more than one growing season
- Rolling with end date, renegotiation at specified intervals
- Rolling without end date, renegotiation at specified intervals
- Rolling without end date, no renegotiation.
- Other (please specify)
- Not applicable

5.8 In previous sectoral reviews we have heard that contractual terms and conditions are not always adhered to, particularly in times of significant market pressure and where force majeure conditions exist. This creates challenges in forward planning for growers, sellers, and purchasers. We are looking to understand issues around honouring of contractual terms and conditions, including details on which terms and conditions are most commonly not adhered to.

**31. “As a business that sells fresh produce, the terms and conditions of my contract are always honoured.” 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

**32. “As a business that purchases fresh produce, the terms and conditions of my contract are always honoured.” 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

**33. If you have experienced issues with terms and conditions in contracts not being honoured, such as late or reduced payments, changes to order volumes or specifications, or force majeure. Please provide details around which terms and conditions are generally not adhered to and any reasons why.**

## Contents of contract

5.9 A contract outline (a version of standard form contract) could ensure that all contracts between a producer and purchaser include certain provisions, such as clear payment terms, supply volumes, force majeure clauses, duration of agreement, notice periods, and product specifications.

**34. “As a business that sells fresh produce, the contracts I am currently entered in to or have agreed in the past 5 years, appropriately reflect my business needs”. 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

**35. “As a business that purchases fresh produce, the contracts I am currently entered in to or have agreed in the past 5 years, appropriately reflect my business needs”. 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

**36. “As a business that sells fresh produce, I feel empowered to negotiate terms and conditions in contracts to best suit my business needs.” 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

**37. “As a business that purchases fresh produce, I feel empowered to negotiate terms and conditions in contracts to best suit my business needs.” 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

**38. “All contracts should follow a set structure and include reference to the same type of terms and conditions.” 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

**39. “Legislation, rather than a voluntary approach, is needed to ensure that a set contract structure is consistent across the supply chain.” 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

**40. If you sell fresh produce, what types of terms and conditions are included in your contract? Please select all that apply.**

- Sales price
- Payment terms
- Forecasted order volumes
- Product specifications
- Bonuses and deductions
- Notice period
- Force majeure
- Other (please explain)
- Don't know
- Not applicable

**41. If you purchase fresh produce, what types of terms and conditions are included in your contract? Please select all that apply.**

- Sales price
- Payment terms
- Forecasted order volumes
- Product specifications
- Bonuses and deductions
- Notice period
- Force majeure
- Other (please explain)
- Don't know
- Not applicable

**42. Are there any clauses which should be mandatory within any contract? If yes, please provide details, including any specific clauses.**

- Yes
- No
- Don't know

**43. Are there any clauses which should be prohibited within any contract? If yes, please provide details, including any specific clauses.**

- Yes
- No
- Don't know

**44. Should one party be permitted to make changes to a contract without the agreement of the other?**

- Yes
- No
- Don't know

**45. If yes, we are keen to hear your views as to what unilateral changes should be permissible, under what circumstances and the process by which contracts should be changed. Please provide detail in your answer.**

**46. As a producer, are you required to produce to any specific standards or through specific methods (such as through assurance schemes) that make it harder to find alternative purchasers for fresh produce, or increase the costs of doing so? Please provide detail in your answer.**

## Formation of price

5.10 Our initial engagement indicates that there is a mixed landscape in terms of how prices are agreed, either through a tender process, set prices, variable prices, or based on open market factors. Other approaches to pricing include fixed pricing, variable pricing, and more recently, input-tracker pricing. We are keen to hear more about how pricing is set within contracts.

**47. If you sell fresh produce, what type of pricing mechanism appears within your contract(s). Please select all that apply.**

- Fixed price
- Variable price
- Input-tracker price
- Tender process
- Other (please explain)
- Don't know
- Not applicable

**48. If you purchase fresh produce, what type of pricing mechanism appears within your contract(s). Please select all that apply.**

- Fixed price
- Variable price
- Input-tracker price
- Tender process
- Other (please explain)
- Don't know
- Not applicable

**49. "I feel the tender process is a fair way of agreeing price in the fresh produce sector" To what extent do you agree or disagree with this statement? Please give reasons for your answer, including the timing of processes and resource involved.**

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

- Not applicable

**50. “Where contracts with variable pricing are entered into, the final price given for fresh produce and the reasons for that price are clear and unambiguous at the point of sale.” 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

## Specifications, bonuses and deductions

5.11 Specifications play a significant role in the fresh produce supply chain. In addition to the marketing standards required by law for some produce, purchasers set specifications for different crops to ensure the quality of products made available to consumers. This is often done on factors such as size, taste and appearance, and has a significant impact on the price received by producers. We are keen to hear more about how specifications are agreed between producer and purchaser, assessed at the point of sale, and applied to the final price.

**51. “Crop specifications are clearly agreed between producer and purchaser at the beginning of the contract.” 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

**52. “Changes to specifications are agreed by both parties.” 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

**53. “As a business that sells fresh produce, changes to specifications are generally agreed with sufficient notice to amend production, processing, packing or onward sale plans.” 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

**54. “As a business that purchases fresh produce, changes to specifications are generally agreed with sufficient notice to amend production, processing, packing or onward sale plans.” 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

**55. “The bonuses and deductions which can be applied to the sales price based on specifications are clear and unambiguous at the point of sale.” To what extent do you agree or disagree with this statement? Please give reasons for your answer, including any relevant examples.**

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

**56. “As a business that sells fresh produce, there is a clear process for disputing deductions applied by the purchaser or product rejections.” To what extent do you agree or disagree with this statement? Please give reasons for your answer, including any relevant examples.**

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



## Data reporting and transparency

5.12 There is a fragmented landscape in terms of publicly available data across the fresh produce sector. Limited market insight data does exist and is often purchased by individual businesses for their own commercial needs, although many sectors have no data collection or public reporting mechanism. Since the AHDB reform and end of the horticulture levy, third party data is limited to annual Defra statistics which are published on gov.uk. Read the latest horticulture statistics.

5.13 Industry has reported challenges with the usefulness of these statistics due to various reasons including the time lag. With a lack of data available it can be challenging for businesses and government to plan accordingly. We are keen to better understand the usefulness of data collection for improving transparency.

**57. “Existing market reporting services in the fresh produce sector are appropriate and sufficient for my business needs.” To what extent do you agree or disagree with this statement? Please state relevant crop category or categories where applicable and give reasons for your answer.**

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

**58. “Market reporting services provide a useful mechanism for improving transparency along the supply chain.” 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

5.14 We are aware of the commercial sensitivities of businesses operating within the horticultural sector, such as farmgate price reporting. We are seeking to better understand industry appetite for increasing data collection practices across the supply chain to help aid transparency, and what data would be most useful.

**59. “Additional data points from the supply chain should be made available to the relevant UK authority.” To what extent do you agree or disagree with this statement? Please state relevant crop category or categories where applicable and give reasons for your answer and details on what data would be beneficial.**

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

## Dispute resolution

5.15 Where business disputes arise, effective resolution procedures are required, and we are interested in views on the options available. Arbitration can sometimes be a costly and time-consuming process and other forms of third-party determination may be appropriate (where both parties consent) as an alternative means of resolving disputes.

**60. Please provide your views on the most effective means of dispute resolution and the reasons for your answer.**

**61. Should resolution procedures be binding or advisory?**

- Binding
- Advisory
- Don't know

## Impact on business and consumers

**62. If new legislative requirements were to be introduced as a result of this consultation, are you aware of any positive or negative impacts to business that could arise? Please give reasons for your answer, including any additional annual costs or savings for your business, and specify whether positive or negative.**

- Yes
- No
- Don't know

**63. Are you aware of any positive or negative impacts on consumers which could arise from the introduction of regulations in the fresh produce sector? Please state relevant crop category or categories and give reasons for your answer, including any expected impacts with regards to costs, choice, and transparency of production and processing standards.**

- Yes
- No
- Don't know

## Variation within the UK

5.16 The UK fresh produce industry spans all four constituent nations operating within a UK single internal market, but the respective fresh produce sectors have certain differences.

**64. Are there any unique circumstances within any of the constituent nations that would mean a different legislative approach would need to be taken? Please give reasons for your answer.**

- Yes
- No
- Don't know

## Other concerns

**65. How much time do you estimate would be required to implement business changes necessary to comply with any new legislation? Please give reasons for your answer.**

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

**66. If you sell fresh produce, we are keen to hear about any additional burdens, costs, or reporting obligations required by your purchaser or onward supply chain. Please include details on any additional requirements that you are contractually obliged to follow, and your views on the value these processes add to your business.**

**67. We are keen to hear your views on any other issues related to business relations in the fresh produce supply chain, or ways in which it can be improved. This may include, but is not limited to, views on the information and assumptions presented in this document as well as topics that have not been covered by this consultation. Please provide detail in your answer.**

## Consultee feedback on the online survey

Dear Consultee,

Thank you for taking your time to participate in this online survey. It would be appreciated, if you can provide us with an insight into how you view the tool and the area(s) you feel is in need of improvement, by completing our feedback questionnaire.

**68. Overall, how satisfied are you with our online consultation tool? Please give us any comments you have on the tool, including suggestions on how we could improve it.**

- Very satisfied
- Satisfied
- Neither satisfied nor dissatisfied
- Dis-satisfied
- Very dissatisfied
- Don't know