

REPORT on a MEETING of the
"CONDITIONS" sub-COMMITTEE of the
SCOTTISH POTATO TRADE ASSOCIATION
in the Ice Rink, PERTH at 11 a.m.
on Thursday, 18th JUNE, 1992.

PRESENT: Messrs. R. Doig (ex officio), G.S. Brass, K.A. McKenzie, J.O. Robertson, J.M. Swinton and A.C. Galbraith (by invitation), with R.D. Hunter (Secretary) and D. Blackmore (Assistant) in attendance.

APOLOGY: Mr. Hunter intimated an apology for absence received from Mr. D. Smith (ex officio).

REVIEW OF
CONDITIONS: Mr. Hunter reminded those present that Council's instructions to review the Association's Conditions of Sale and Conditions of Purchase reflected NASPM pressure to extend the time allowed for receipt of complaints. This pressure sought in particular to extend the present ten-day period for complaints for skinspot, dry rot and gangrene to fourteen days. It was becoming more difficult to resist this pressure, especially in view of reported NFUS readiness to agree to an extension.

During discussion, the Committee agreed that to encourage immediate examination of consignments on arrival, the three-day period allowed for all other complaints should not be extended. It was also decided to write to MAFF in London for its ruling on inspections following post-delivery complaints and whether this could be adapted to a possible extension of the commercial contract period to fourteen days. It was agreed a formal approach to NFUS should await consideration of MAFF's reply.

Proceeding to general discussion, Mr. Hunter pointed out the differences between SPTA Conditions and NASPM's (already amended) Conditions. The Committee agreed Mr. Robertson's proposal to remove all reference to "uncertified seed" and to change "certified" seed to "classified" seed throughout the SPTA Conditions. It was also agreed to change "Regulations 1978" to "Regulations 1991" in Condition 7 and to omit reference to rail traffic and adopt NASPM wording in Condition 8.

In respect of Condition 9 Mr. Hunter explained that simultaneous passing of risk and property on delivery did not provide for recovery of the seed in adverse circumstances. He also outlined the legal advantages and practical difficulties involved in NASPM's version to remedy this. The Committee agreed it to be essential that risk must pass on delivery but to try to retain property of the seed until payment has been received. Mr. Robertson pointed out it was vital to preserve identity of the seed and that retention of property in admixture cases would be a practical problem.

Mr. Hunter undertook to try to draft provisions to cover these points and if possible to cover residual chemical contamination as well, for the Committee's consideration in due course.

During further discussion the Committee also agreed that in Condition 15, the reference to "the Bank of England Minimum Lending Rate from time to time (or such rate as may replace it)" should be replaced by "the Bank of/

of Scotland Base Lending Rate from time to time". The Committee further decided to try to incorporate provision for unforeseen special circumstances (e.g. Gulf War fuel cost increases) and to defer consideration of the Conditions of Purchase until amendments to the Conditions of Sale have been clarified and defined.

FOOD SAFETY
ACT 1990:

Mr. Hunter reported receipt of a letter from a Member giving details of the circumstances in which a consignment of ware potatoes had been condemned in terms of the Food Safety Act 1990 (as "not of the quality demanded") by an Environmental Health Officer in England.

During the ensuing discussion and in reply to Mr. Galbraith, Mr. Brass explained that only a grower can ask the PMB to carry out an inspection. Mr. Robertson also stated that condemnation has occurred in Edinburgh because the grower's name and address was not on the bags. The Committee agreed the PMB's inspections requirements should be checked and that the Association can only make recommendations to its Members. Mr. McKenzie felt that the trade recognised falling prices as only one of many market risks that had to be accepted.

In conclusion, Mr. Hunter confirmed that the Association had formulated and adopted Conditions of Sale for Ware Potatoes a number of years ago. It was agreed that a copy of these Conditions should be sent to each Member of the sub-Committee.

The meeting was then closed.