

REPORT on MEETING between
REPRESENTATIVES of S.P.T.A. and
N.F.U.S. held at 25 SOUTH
METHVEN STREET, PERTH at
10.30a.m. on FRIDAY, 6th JUNE,
1997.

PRESENT: S.P.T.A.: Messrs. Pullar, Beattie, McKenzie, Hollywood
and Hunter.
N.F.U.S.: Messrs. Reid and Galloway and Ms Lang.

CHAIRMAN: The President of S.P.T.A., Mr. A.B. Pullar, occupied the
Chair.

- (1) S.P.T.A./N.A.S.P.M. ARBITRATION RULES: Before commencing
discussion on the Arbitration Rules drafted jointly by S.P.T.A.
and N.A.S.P.M. Mr. Reid enquired if S.P.T.A. had any plans to
carry out alterations to its Conditions. Mr. Hunter reported
that S.P.T.A.'s Conditions of Purchase and Conditions of Sale
will require to be amended to cover the introduction of the new
Arbitration Rules. He stated that consideration was being
given to altering Clause 14 of the Conditions of Purchase in
order to avoid the possibility of a Producer deliberately going
into breach of contract in the knowledge that the Limit of
Liability Clause could enable him to resell the seed potatoes to
his commercial benefit. Mr. Hunter added that the recent
alterations to N.A.S.P.M.'s Conditions of Sale will be
considered and may accordingly result in alterations to
S.P.T.A.'s Conditions. Mr. Hunter stated, however, that any
alterations to S.P.T.A.'s Conditions of Purchase will not be
finalised until after discussion with the National Farmers'
Union of Scotland. In reply to Mr. Reid Mr. Hunter and Mr.
Hollywood explained that N.A.S.P.M. did not have Conditions of
Purchase for the reason that in most cases they were purchasing
under S.P.T.A.'s Conditions of Sale. It was pointed out that
S.P.T.A. required Conditions of Purchase for use in connection
with purchases from Growers.

Mr. Reid highlighted questions which had been received by
his Committee from him Union's Area Offices:-

Interpretation - "Secretary". Mr. Hunter reported that
"Secretary" referred to the Secretary for the time being of
N.A.S.P.M., S.P.T.A., N.F.U. and N.F.U.S. Ms Lang pointed out
that her Union did not have a Secretary and that the correct
description was "Commodities Director". She added that a
similar situation applied also to the Farmers' Union of England
and Wales.

Rule 6. - Power to appoint Men of Skill. The Union requested
that in the Guidelines a recommendation should be included
advising the Arbiters only to incur the expense of legal,
technical or other skilled advice when they considered it
absolutely necessary to do so. S.P.T.A. representatives stated
that they were happy with this proposed amendment and would
discuss it with the N.A.S.P.M. the co-authors of the Rules and
Guidelines.

Rule 9.2 - Hearing. After discussion it was agreed to leave this
Clause unaltered.

Miss Laing stated that they had discussed the Rules with

their English counterparts who had also raised some queries as follows:-

Schedule of Costs. The English Union were suggesting that the Registration Fee be a fixed amount rather than only covering the first four hours of secretarial work. The S.P.T.A. representatives agreed to consider this suggestion.

Costs of Arbitration Board. The English Union were requesting that the costs detailed in Paragraph 2.2 should be reduced. They were anxious to avoid the situation whereby a farmer is discouraged on cost grounds from proceeding with an Arbitration. The S.P.T.A. representatives stressed the opinion that the costs of Members of the Arbitration Board as detailed in the Schedule of Costs were reasonable.

Subject to the foregoing comments the representatives of the National Farmers' Union of Scotland agreed to the introduction of the proposed Arbitration Rules.

Mr. Hunter pointed out that the new Rules required the Unions to have a Panel of Arbiters and enquired if the Scottish Union had such a Panel in existence. Ms Lang said that they had a Panel but that she would check to see if it was up-to-date. It was pointed out that there was to be a Training Course for Arbiters to be held in York on 27th/28th June but that to date no Members of the Scottish Union had applied to attend the Seminar. The Union representatives considered that perhaps the cost of the Course and the time involved in travelling to York was deterring their Members and that more support might be forthcoming were a similar Course to be arranged to be held in Scotland. It was agreed to consider this after the completion of the York Course. Mr. Hunter reported that the English Union had informed the Secretary of the N.A.S.P.M. that it would not be sending a candidate to attend the York Seminar.

(2) ENGLISH SEED POTATO CERTIFICATION SCHEME: Mr. Pullar pointed out that it was possible in the future that potato crops in England may be eligible for entry for Super Elite and V.T. Grades. He added that were that to happen he considered that, like Scotland, there should be a requirement in England for ware crops grown on farms entering seed potato crops for the higher seed grades to be planted with certified seed. Mr. Reid pointed out that it was already possible for Elite seed produced in England to be planted in Scotland with the consequential risk of introducing Brown Rot, viruses, etc. into Scotland. It was agreed that both S.P.T.A. and N.F.U.S. would write to The Scottish Office highlighting the problem and that thereafter, if required, a meeting between The Scottish Office, S.P.T.A. and N.F.U.S. might be arranged to seek the support of The Scottish Office in persuading the English Ministry to introduce more stringent controls on seed potato production in England and Wales.

(3) POTATO CONTRACTS: Mr. Reid stated that he had received a request from one of the Union's areas to investigate ways of making Potato Contracts, particularly Growing Contracts, more rigid and more watertight than at present. After general discussion it was agreed that S.P.T.A. would issue advice to it's Members recommending that they draw to the attention of their customers any significant changes to the terms and conditions of contracts from that of the previous year. The Union agreed to advise it's Members to read Contracts offered to them very carefully and to query any matters which they do not

- understand or with which they are not satisfied.
- (4) FARM ASSURANCE POTATO SCHEME: Mr. Reid stated that work had already taken place with regard to establishing a Farm Assurance Potato Scheme in Scotland but this work had now been overtaken by the Supermarkets who were introducing their own Assurance Schemes. He added that his Union was seeking the opportunity of providing an "input" to discussions already taking place between the English Union and the Supermarkets. He stated that the fear was that the Industry could be confronted with various separate and different Assurance Schemes which it would be impossible to live with. He stated that the hope was that the Supermarkets would be persuaded to adopt a single Farm Assurance Scheme for potatoes. Mr. Pullar encouraged the Union in it's efforts in this respect.
- (5) DATE OF NEXT MEETING: It was agreed that the next meeting between representatives of S.P.T.A. and N.F.U.S. would be held at 25 South Methven Street, Perth, at 10.30 a.m. on 13th November, 1997.

This terminated the business of the meeting.