

Arable Industry Code of Conduct

Effective: 1st January 2026

Purpose:

This Code of Conduct serves as a voluntary guideline for all participants in the arable industry. Its purpose is to provide consistency, transparency, and a shared understanding of industry expectations across the supply chain—from growers and merchants to processors and buyers.

These expectations have long existed informally within the industry. This document places them in writing to foster certainty and support best practices. Parties operating outside these conditions may be considered as acting contrary to industry standards, which may open up higher levels of risk.

Compliance

To ensure compliance with the Commerce Act 1986, the operation and discussion of this Code must not include or result in any of the following:

- Agreements or discussions on pricing, output, or customer allocation (Section 30).
- Agreements that may substantially lessen competition in any market (Section 27).

Communication & Dispute Resolution

Communication between parties should be the first action if an operation or activity will have a negative impact on the resulting crop.

Contractual Obligations

Non-Compliance of Contracts – Contracts are legally binding and all parties are expected to fulfil. When a condition/s of a contract can't be achieved, then negotiation between parties at the earliest opportunity is expected. All avenues to resolve the issue must be tried before legal action is taken by either party. Written contracts should be entered into wherever possible.

All contracts are to have a start and finish date. If any portion of the contract remains undelivered by this date, both parties shall enter negotiations prior to the next harvest to agree on revised terms or an extended deadline.

Intellectual Property & Royalties

Plant Variety Rights (PVRs) and patents must be respected. All applicable royalties and fees must be paid as required by: Plant Variety Act 2022, Patents Act 2013 and relevant industry agreements (e.g. Farmer Saved Seed).

Crop Insurance Recommendations

Parties are recommended to maintain adequate insurance cover throughout the post-harvest process:

- Growers: Maintain insurance until the crop meets contract compliance (e.g. purity and germination standards).
- Processors: Recommended to hold Bailees Liability insurance.
- Merchants: Should insure crops from the point of confirmed Purity and Germination test results or transfer of ownership.

Storage Increments

All storage increments will take effect from the 1st April of each year. The cost of storage should be at relevant commercial rates for both growers and merchants under the same terms and conditions.

Seed Crop Isolation (SCID)

Seed Crop Isolation Distance system (SCID) should be used by all merchants/growers, growing cruciferous forage and vegetable seed crops, to manage outcrossing of species and varieties. ([link to SCID COP](#))

Seed Testing

Upon request of the buyer, all stock seed should be supplied with a current Purity and Germination test. The standards are to meet the country of origin of the seed.

Farm Access Protocol

To ensure safety and protect biosecurity, all visitors must contact the farm owner or manager before entering the property and provide details of areas to be visited and timeframes of visit.

Grower Credit Interest

If a grower holds a credit balance on a company account; interest should be paid at a similar rate to the company's charges on overdue payments.

Further Information

This document should be reviewed on an annual basis at an AFIC meeting.