United Oilseeds
THE LEADING BREAK CROP SPECIALIST

Your Area Manager is:

Hubbards
YOUR SMALL SEED SPECIALIST

1. United Oilseeds Marketing Ltd – The Buyer and Collector
COMMERCIAL CONTRACT FOR FARM ASSURED SUSTAINABLE DOUBLE LOW OILSEED RAPE FOR HARVEST 2027

UOM Contract No. _____

Main Holding No:
SBI/BRN/CRN No:
Assurance Scheme No:
VAT No:
Company Reg. No:
UOM Share No:

UOM A/c No:

Account Name:

Nuts Region: **Red compliant**:

2. Contact:

Name: _____ Tel No: _____

Email Address: _____ Fax No: _____

Mobile No: _____

3. Season:

	Hectares	Variety	Forecast Tonnage
Winter	_____	_____	_____
Spring	_____	_____	_____

3a. The actual yield shall be all of the seed actually harvested from the areas declared above.

4. Storage:

Dried on farm Yes / No

Stored on farm Yes / No If No, preferred store _____

5. Marketing Method:

Fixed	Harvest Only Pool (Jul – Sep)	Long Pool (Oct – Mar)	Carte Blanche Pool
___	___	___	___

6. Preferred Movement Period:

Harvest	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
___	___	___	___	___	___	___	___	___	___

7. **Special Terms:** Sellers shall at the request of the Buyers provide certification based on auditable records that the Rapeseed complies with the sustainability requirements of EU Directives and UK Legislation applicable at the date of delivery.

8. **QUALITY STANDARD:** UK grown oilseed rape of Good Merchantable Quality, suitable for oil extraction under the terms of the FOSFA 26A contract applicable at time of delivery. As April 2024 the Standards, Premiums and Deductions are as follows:

OIL BASIS 40%	Premium of 1.5% of contract price for each 1% over 40% Penalty of 1.5% of contract price for each 1% under 40%
MOISTURE BASIS 9% MINIMUM 6%	Premium of 1% of contract price for each 1% under 9% down to 6% Penalty of 1% of contract price for each 1% over 9% up to 10% Buyer has the right to reject a parcel with over 9% or under 6% moisture content
ADMIXTURE BASIS 2% MAXIMUM 4%	Premium of 1% of contract price for each 1% under 2% down to zero Penalty of 2% of contract price for each 1% over 2% up to 3% Penalty of 4% of contract price for each 1% over 3% up to 4% Buyer has the right to reject a parcel with over 2% admixture content

Glucosinolate : Not more than 18 micromoles per gram of seed at 9% moisture.
Free Fatty Acids : Max 2% as % of oil in seed.
Erucic Acid : Max 2% as % of oil in seed.

Immature Seed : Samples with a high level of red coated or green fleshed seed will be liable to rejection under the Term "Good Merchantable quality"
Cooling Charges : End user/Store terms apply

8a. Where quality falls outside FOSFA 26A terms, the following maybe applicable to avoid further costs or delivery back to farm;

Moisture above 10%	A drying cost, weight loss and haulage to store
Admixture above 4%	A cleaning cost or extended claim, weight loss and haulage to store
Erucic Acid above 2%	Claims on deliveries to crusher up to 5%. Where deliveries are made to store/boat, we reserve the right to make retrospective claims as testing can occur at a delayed time after delivery. Claim value may not necessarily be notified until stores are emptied and will reflect the analysis of the individual loads delivered and subsequent Erucic acid claim levied by the end user.

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9. TONNAGE: The member shall declare in writing to the company by 30th September the estimate of the total tonnage of Good Merchantable Quality oilseed rape produced from the hectares contracted above.
10. In compliance with regulations (EC) 1829/2003 on genetically modified food & feed, and (EC) no 1830/2003 or any amendment thereof, concerning the traceability and labelling of genetically modified organisms, the crop covered by this contract has been produced taking all necessary measures to preserve its conventional (NON-GM) integrity.
11. CONTRACT PRICE:
11a) HARVEST POOL (July/September movement only): For members electing for the HARVEST POOL option the final price shall be based on the average sale price for all members in that POOL and adjusted by the haulage expenses relevant to the individual member. Final payment not later than 18th December of the harvest year. Closing date 31st March 2027.
11b) LONG POOL (Oct/Mar movement): For members electing for the LONG POOL option the final price shall be based on the average sale price established by the company for all members in that POOL and adjusted by the relevant discount or premium for earlier or later movement than the average and the haulage expenses relevant to the individual member. Final payment to be made by 10th June. Closing date 31st March 2027.
11c) CARTE-BLANCHE POOL: For members electing for the CARTE BLANCHE POOL option the final price shall be based on the average sale price established by the company for all members in that POOL and adjusted by the relevant discount or premium for earlier or later movement than the average and the haulage expenses relevant to the individual member, flexible movement at United Oilseeds discretion throughout the season, typically February to June to take advantage of market opportunities. Strictly buyers call. If the grower requests specific movement they will no longer qualify for the carte-blanche pool. Final payment not later than 10th June, for seed moved before the end of April. Final payment on May moved seed by 10th July and on June moved seed by 10th August. Closing date 31st March 2027.
11d) FIXED PRICE: For members electing for FIXED PRICE, the contract price shall be the running market value on the day(s) of fixing for the period(s) of movement selected by the member.
12. PREMIUMS and PENALTIES: For FIXED PRICE contracts premiums and penalties shall be calculated at the contract price on the rates set out above. For POOL contracts premiums and penalties shall be calculated at the average price of all POOL sales by the method set out above (11).
13. PAYMENT: Initial payment shall be despatched within 28 days of the collection of the goods. If any payment is not despatched on or before the due date for payment, interest shall be payable at the rate of 1.5% over base rate current at the time of movement.
14a. AHDB R & D Levy: The Levy rate set for the Crop Year to which this contract applies shall be deducted by the company from the proceeds due to the member and paid to the AHDB.
14b. CREDIT INSURANCE LEVY: A credit insurance levy of 25p per tonne will be deducted from the proceeds due to each member.
15. GOOD AGRONOMIC PRACTICE: The producer shall apply good agronomic practice in growing the crop. The crop may not be ploughed out or re-drilled without the buyer's agreement.
16. CHANGES IN QUALITY STANDARDS: This contract sets out the quality standards and allowances and rights of rejection for 2027 crop seed. Any changes introduced to the FOSFA 26A Contract applying for crops for 2027 and beyond shall be incorporated into this contract retrospectively.
17. REGULATIONS: This contract is governed by UK legislation and retained EU law relating to oilseeds, replacing EU Regulation No. 1251/1999 of 26.6.1999. Any subsequent regulations introduced by UK or relevant authorities affecting oilseeds shall be deemed applicable to this contract.
18. STORAGE, HANDLING AND INSURANCE: If members seed goes to an outside store selected by the company, the company shall ensure that the rates charged conform reasonably to rates generally applicable elsewhere for Handling, Cleaning and Storage. Goods shall be insured in store by the company for account of the member. Where the member delivers seed to the outside store of the quality standards in (8) above, appropriate charges and weight deductions according to the set scale for that store will be debited to the member.
19. PESTICIDE RESIDUES: The seller warrants that the goods on delivery will comply with the provisions of the Food Safety Act 1990 and the Environment Act 2021, together with any subsequent legislation applicable concerning pesticide residues in crops, food and feeding stuffs. The seller shall notify the buyer in writing whether or not any post-harvest chemical treatment has been applied to the goods by or on behalf of the seller or a previous owner. The seller must supply written details of that treatment on a Post Harvest Pesticide Declaration Form (Passport) and ensure that a completed form accompanies each load collected/delivered with an original farm assurance sticker attached, no photocopies will be accepted. This Pesticide Declaration must be made on an official declaration form and signed by the seller or a person authorised by him. The buyer reserves the right to reject any load, which is not accompanied by a Post Harvest Declaration Form or that does not have an original farm assurance sticker. All parties involved in the transmission of information required by this Clause must take all reasonable steps to avoid delays.
20. DELIVERY AND WEIGHTS: Sales on ex-farm basis: delivery shall be made free on vehicles on an accessible hard standing. Buyers undertake to advise the sellers of intended times of collection as far as it is possible with a minimum of 24 hours notice. Where the company collects unweighed seed at the members request they shall notify him of the net weights as quickly as possible. The company shall adopt the procedure stated in the Code of Practice for bulk weighing which shall be stated in writing to the member at the latter's request. A copy or duplicate of the weight ticket shall be produced on request provided such request is within 2 months of collection/delivery. For sales on a delivered basis the rules of FOSFA 26A Contract shall apply. The company shall provide the member with these terms on request. Weighbridge charges shall be for the seller's account.
20a. Ownership: ownership of the goods shall be deemed to pass from the seller to the buyer at the time of delivery to buyer's vehicle. The buyer shall be responsible for securing rapid return of such documentation as is necessary.
21.DEMURRAGE, SPLIT AND CAPPED LOADS: In the case of unreasonable delay in the arrival, loading or discharge of vehicles collecting or delivering the goods, members, or the company, whoever is responsible, shall be liable for the loss that results from the delay. Any additional costs incurred by the company for the transport of goods due to vehicles being unable to load to a reasonable capacity or where split loading is required to clear balances at least cost, then the additional charges will be passed to the member.
22.SAMPLING AND ANALYSIS: On arrival the company shall arrange for samples to be taken in duplicate from each delivery in accordance with the method laid down in the FOSFA standard contractual method list as amended from time to time, whether rejected or accepted, and to be analysed for oil, moisture, admixture, erucic and free fatty acids where applicable and the results passed to the member within 21 days of the end of the fortnightly period of delivery. Duplicate samples to be retained, as members or the company may call for a check analysis by FOSFA International, London or, by any analyst approved by FOSFA International or, if mutually agreed by an analyst not formally approved by FOSFA International, whose analysis shall be final (providing such a request is made by the claimants within two months of the date of delivery of the goods). Any requests for an official retest must be made in writing to United Oilseeds head office. The cost of check analysis to be for the company provided that the analysis varies from the original test by more than 0.80% for oil or moisture or 0.40% for admixture. If the retest is within these tolerances, costs of check analysis to be for the party who called for the check. All duplicate samples to be retained by the final buyers for 2 months from the date of delivery. The check analysis shall be carried out in accordance with the methods laid down in FOSFA's Standard Contractual methods List : Oil and FFA - FOSFA Official method, Moisture, ISO 665. Admixture ISO 658. **THE MEMBER IS CONTRACTUALLY ENTITLED TO A RETEST ON ANY OR ALL OF THE ANALYSIS RESULTS (SEE ABOVE CLAUSE). THE COMPANY WILL ARRANGE FOR RETESTS AT AN APPROPRIATE LABORATORY WHERE ANALYSIS COSTS ARE COMPETITIVE.**
23. REJECTION: The company shall have the right to reject any parcel outside one or more of the maximum and minimum quality standards, the rejection shall be notified to the member immediately on arrival of the goods, or if unable to contact the member, the company will provide the least cost option available to them under the prevailing circumstances to deal with the rejected load and inform the grower in writing on the day of rejection. If the option to reject is not exercised, settlement of allowances to buyers shall be agreed amicably or by arbitration.
24. FOSFA 26A: standard Clauses (para. 12 to 21) dealing with Notices, non-Business, Odd Days, Force Majeure, Bankruptcy, Insolvency, Circles, Defaults, Domicile, International Conventions and Arbitration shall apply to this contract. Where FOSFA 26A has adopted new standard Clauses since the publications of this contract such standard Clauses shall apply to the contract. All standard Clauses are available to the members on request.

Signed:		*Signed*	
Producer, Member & Claimant	*Date:*	*United Oilseeds Marketing Limited Buyer & Collector*	*Date:*

☐ I confirm our organisation complies with the Modern Slavery Act 2015 and that there is no modern slavery in our supply chains (please confirm by ticking box).

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