



**INDEPENDENT REVIEW OF THE FOOD AND  
GROCERY CODE OF CONDUCT**

**SUBMISSION TO THE INTERIM REPORT**



## About AUSVEG

AUSVEG is the prescribed Peak Industry Body representing the interests of the Australian vegetable, potato, and onion industry. AUSVEG is a not-for-profit, member-based organisation that is run by growers, for growers.

AUSVEG represents over 3,600 vegetable producers that account for 3.6 million tonnes of vegetable production, and an annual worth of \$5.8 billion in farmgate value.

AUSVEG is a nationally federated body with the following members: AUSVEG VIC, AUSVEG SA, Queensland Fruit and Vegetable Growers, vegetablesWA, NSW Farmers, NT Farmers, WA Potatoes, and the TasFarmers.

The purpose of AUSVEG is to advocate on behalf of industry at local, state, and federal levels with the core purpose of enhancing the economic, social, and commercial environment for growers so that the industry can continue to produce outstanding vegetables, potatoes, and onions for Australian and international consumers.

AUSVEG also delivers services for growers around Australia in the areas of extension, communication, environmental sustainability, biosecurity, export development and market access, working closely with growers to ensure their needs are reflected in this work.

In partnership with the International Fresh Produce Association A-NZ, AUSVEG hosts Hort Connections, Australia's largest horticulture conference and trade show which attracts more than 3,500 delegates annually. This event brings growers, supply chain, government and industry members together to increase awareness and uptake of the latest industry innovations, research and development outcomes, and to facilitate vital industry networking opportunities.

For more information about the details in this document, please contact:

Lucy Gregg, AUSVEG General Manager – Public Affairs & Communications

03 9882 0277, [lucy.gregg@ausveg.com.au](mailto:lucy.gregg@ausveg.com.au)

## Executive summary

AUSVEG welcomes the current review into the Australian Food and Grocery Code of Conduct (the Code), and the Interim Report, which comes at a pivotal time amid multiple other reviews and inquiries into the grocery supply sector. AUSVEG has been actively participating in all of the reviews and inquiries, as poor retail pricing and inequitable trading relationships between growers and supermarkets are a major issue for the vegetable sector.

As stated in our previous submission the current operational dynamic between Australian vegetable growers and supermarket retailers is not sustainable, and the power imbalance that defines these relationships is making it increasingly unviable for many farming businesses to continue operating. The situation is so dire that 37 percent of growers have indicated to AUSVEG they are considering walking away from their farming businesses within the next 12 months.

The vegetable sector does not have the negotiating power with retailers that many other suppliers to the grocery sectors have due to:

- a lack of access to branding and consumer driven demand opportunities (unlike major consumer brands);
- the high perishability of product (both in field due to narrow harvest window, and once harvested); and
- limited alternative markets such as export due to shelf life, logistics costs, and market access.

Some of the tactics that supermarkets employ when they deal with vegetable suppliers may be considered by a reasonable person to be manipulative and unconscionable. These practices often result in significant additional costs to suppliers who already carry the vast majority of risk associated with growing and supplying produce.

The relationship between growers and supermarkets is so flawed that growers fear commercial retribution should they raise any issues with the retailer, or any of the other complaints mechanisms available, including the Food and Grocery Code Arbiters, the Food and Grocery Code Independent Reviewer, or the Australian Competition and Consumer Commission (ACCC). AUSVEG welcomes the recommendations in the Interim report which will improve the current complaint process, and we make additional suggestions to further improve the process for growers who are genuinely concerned about fear of retribution.

While farm gate prices that retailers pay to growers are being examined through the Senate Inquiry into Supermarket Prices, the industry has also identified multiple retailer actions and requirements that exacerbate the financial losses that the industry is now bearing. Changes to these through the Food and Grocery Code of Conduct could ease the costs of production, this includes eliminating rebates, and greater contractual certainty in supply agreements in relation to volume and price.

***Whilst the proposed Recommendations in the Interim Report are supported and welcomed by industry, we need to ensure that the review into Food and Grocery Code of Conduct includes tangible actions that will directly benefit growers and will make a noticeable operational difference to both their transactional relationship with supermarkets, and importantly their financial viability.***

While there are a range of regulatory and legislative arrangements government can look at to improve relations between growers and retailers, AUSVEG also advocates that there are opportunities to upskill and educate industry, that will assist in addressing the power imbalance that currently exists. This could also be encompassed in the new role of the proposed Code Supervisor.

For Australian vegetable growers the fundamental issues to address are ensuring they are getting fair and sustainable returns for their produce; establishing a more equitable balance in the grower-retailer relationship; and eliminating the systemic manipulation and unethical practices of supermarkets, that growers have been battling with for many years.

AUSVEG supports all of the nine 'Firm Recommendations' in the Interim Report, as well as the three 'Draft Recommendations'.

Amid the need for change, it is important to acknowledge that many Australian vegetable growing businesses have enjoyed productive relationships with retailers over the years, and that a vibrant and thriving retail sector is also key to the success of the Australian vegetable industry.

While supportive of the recommendations and their intent, AUSVEG also emphasises the need to carefully consider the most effective mechanisms and arrangements in relation to implementation and enforcement of any changes, to ensure the intended outcome is achieved.

While the current power imbalance must be addressed, there is also a need to proceed cautiously, to avoid interventions that artificially distort the market, and further disadvantage vegetable growers.

There is a balance to be struck to promote what can, and should be, a mutually beneficial relationship between growers and retailers.

That relationship is currently tenuous, and a lot needs to be done to build trust and respect. Improving, expanding, and strengthening the Food and Grocery Code of Conduct will hopefully be a first step in better balancing the interests of both growers and retailers.

<b>Independent Review of the Food and Grocery Code of Conduct – Interim Report – Firm Recommendations</b>	
<b>Recommendation 1:</b> The Food and Grocery Code of Conduct should be made mandatory.	AUSVEG supports this recommendation.
<b>Recommendation 2:</b> All supermarkets that meet an annual revenue threshold of \$5 billion (indexed for inflation) should be subject to the mandatory Code. Revenue should be in respect of carrying on business as a ‘retailer’ or ‘wholesaler’ (as defined in the voluntary Code). All suppliers should be automatically covered.	AUSVEG supports this recommendation.
<b>Recommendation 3:</b> The Code should place greater emphasis on addressing the fear of retribution. This can be achieved by including protection against retribution in the purpose of the Code and by prohibiting any conduct that constitutes retribution against a supplier.	AUSVEG supports this recommendation.
<b>Recommendation 4:</b> As part of their obligation to act in good faith, supermarkets covered by the mandatory Code should ensure that any incentive schemes and payments that apply to their buying teams and category managers are consistent with the purpose of the Code.	AUSVEG supports this recommendation.
<b>Recommendation 5:</b> To guard against any possible retribution, supermarkets covered by the mandatory Code should have	AUSVEG supports this recommendation.

<p>systems in place for senior managers to monitor the commercial decisions made by their buying teams and category managers in respect of a supplier who has pursued a complaint through mediation or arbitration.</p>	
<p><b>Recommendation 6:</b> A complaints mechanism should be established to enable suppliers and any other market participants to raise issues directly and confidentially with the ACCC.</p>	<p>AUSVEG supports this recommendation. Further to this AUSVEG has proposed a model in its previous submission. Please see Q4 (below) for further information in relation to this recommendation.</p>
<p><b>Recommendation 8:</b> A Code Supervisor (previously the Code Reviewer) should produce annual reports on disputes and on the results of the confidential supplier surveys.</p>	<p>AUSVEG supports this recommendation. AUSVEG would also support more frequent reports (6-monthly) or would suggest that once a year there is a deeper dive into key parts of the Code, such as unscheduled promotions or variations to GSAs. AUSVEG would also like to see the introduction of an 'Advisory Committee' or 'Reference Group' for the fruit and vegetable sector that would meet twice a year with the Code Supervisor to discuss the Code. This could assist in better industry engagement and address operational issues on a timelier and more responsive basis than the current review process</p>
<p><b>Recommendation 10:</b> Penalties for non-compliance should apply, with penalties for more harmful breaches of the Code being the greatest of \$10 million, 10 per cent of turnover, or 3 times the benefit gained from the contravening conduct. Penalties for more minor breaches would be 600 penalty units (\$187,800 at present).</p>	<p>AUSVEG supports this recommendation.</p>
<p><b>Independent Review of the Food and Grocery Code of Conduct – Interim Report – Draft Recommendations</b></p>	
<p><b>Recommendation 7:</b> The mandatory Code should include informal, confidential and low-cost processes for resolving disputes, and provide parties with options for independent mediation and arbitration. This could be achieved by:</p>	
<ul style="list-style-type: none"> <li>Adopting the dispute-resolution provisions of other industry</li> </ul>	<p>AUSVEG supports this recommendation.</p>

<p>codes, which provide for independent mediation and arbitration;</p>	
<ul style="list-style-type: none"> <li>• Allowing for supermarket-appointed Code Mediators to mediate disputes, where agreed by the supplier, and recommend remedies that include compensation for breaches and changes to grocery supply contracts;</li> </ul>	<p>AUSVEG supports this recommendation.</p>
<ul style="list-style-type: none"> <li>• Allowing suppliers to go to the Code Supervisor (previously the Code Reviewer) to make a complaint; to seek a review of Code Mediator’s processes; or to arrange independent, professional mediation or arbitration.</li> </ul>	<p>AUSVEG supports this recommendation.</p>
<p><b>Recommendation 9:</b> Specific obligations under the Code should set minimum standards that cannot be contracted out of in grocery supply agreements or otherwise avoided.</p>	<p>This recommendation should definitely become a ‘firm recommendation’. AUSVEG in recent weeks has viewed new GSAs that exclude various clauses of the Code (as they can be under the current Code). Growers feel that they are being coerced to sign GSAs that have exclusions in them as they do not want to insist that the supermarket removes the exclusions from the supply agreements.</p> <p>Any new contract/supply agreement should not have Code exclusions in them as a starting point for negotiations.</p> <p>For example, under the Code 12 (3) Subclause (2) does not apply if: (a) the grocery supply agreement provides for the amount to be set off; and (b) the set-off is reasonable in the circumstances, and 17 (2) Subclause (1) does not apply if: (a) the relevant grocery supply agreement provides for the payment; and (b) the payment is reasonable in the circumstances.</p> <p>AUSVEG argues that these exclusions should not be a starting point of any GSA and should only be included after fair contractual negotiations have occurred without duress or coercion.</p>
<p><b>Recommendation 11:</b> The Government should consider increasing infringement notice amounts for the Code.</p>	<p>AUSVEG supports this recommendation.</p>
<p><b>Independent Review of the Food and Grocery Code of Conduct – Interim Report – Consultation Questions</b></p>	
<p>1 Are there any other protections that should be included in the Code for</p>	<p>In the case of fresh vegetables, those growers that are not dealing directly with a retailer/supermarket, are most likely covered by the Horticulture Code of Conduct and would have protections under that mechanism.</p>

	suppliers that sell to a supermarket via another entity?	AUSVEG, has per their previous submission, believe that the Horticulture Code of Conduct and how it interacts with the Food and Grocery Code, and how it can further benefit parties to the Code, should be reviewed, post the implementation of the new Food and Grocery Code.
2	Are there reasons why the good faith obligation should not be extended to suppliers? Please detail your reasons, including any case studies that might demonstrate your concerns.	<p>Whether a grower is acting in 'good faith' could be a difficult argument to prove given the growers' vulnerabilities to weather, pests and diseases, and other external factors that can affect crop yields or supply.</p> <p>Further, supermarkets can use their substantial legal power to place additional pressure on growers in relation to 'good faith' obligations, which may be variable and open to interpretation. This in turn may place additional compliance burden on already-stretched business operations.</p> <p>Asymmetrical information flow can also result in a supplier's inability to act in good faith as they will often have less comprehensive data and information available to them, compared to the retailers. If the playing field was level, and the relationship between the parties more balanced, then it would be more reasonable to compel all parties to act in good faith. However, given the current uneven power balance between the parties (which particularly disadvantages fresh produce suppliers) then it is not a reasonable or practical expectation to extend 'good faith' to suppliers in the fresh produce category.</p>
3	Do the dispute-resolution arrangements outlined in this Interim Report allow for low-cost and quick resolution of complaints without fear of retribution? Provide reasons for your response.	<p>It is important to have an informal, confidential, and low-cost process for resolving disputes.</p> <p>AUSVEG supports:</p> <ul style="list-style-type: none"> <li>• the appointment of Code Mediators.</li> <li>• fully independent mediators for suppliers who feel uncomfortable dealing with supermarket-appointed mediators.</li> <li>• ability to access independent arbitration when the supermarket and suppliers cannot agree to mediation.</li> <li>• appointment of a Code Supervisor (replacing the Independent Reviewer) to pick up its functions, provide information to suppliers, and receive informal or confidential complaints.</li> </ul> <p>AUSVEG would also like to see:</p> <ul style="list-style-type: none"> <li>• as per 4 below – a confidential ACCC portal.</li> <li>• better education and information to suppliers about the dispute resolution process.</li> <li>• a hotline established for suppliers to call to seek information on non-compliances by supermarkets to the Code.</li> <li>• an annual 'report a non-compliance' day with a hotline call centre - used as a mechanism to raise awareness and prompt action to report non-compliances.</li> </ul>
4	Are there alternative or additional mechanisms that could improve dispute resolution under a mandatory Code?	<p>AUSVEG has proposed in recent submissions a model similar to the one suggested in the interim report for reporting Code non-compliances; that is, a confidential portal, that growers can use to report issues such as late changes to orders, late cancellations, unexplainable rejections. Our proposal is that the individual cases are not pursued but consistent themes are identified and pursued through an ACCC investigation.</p> <p>For example, once there are 10 complaints around unprogrammed specials by a specific supermarket that would trigger the ACCC to act and investigate the issue, without singling out the specific complainant/s. Some of these issues growers often state are "a cost of doing business" or just part of 'normal' business, but when they happen on a weekly or monthly basis it adds up over the year. Supermarkets know that growers will not risk a multi-million-dollar commercial relationship over a few thousand dollars of discounted produce but a mechanism for easy reporting of these behaviours could stop the behaviours.</p> <p>If the supermarket is found to be guilty after the investigation, complainants should be eligible for compensation.</p>



5	<p>What minimum standards of conduct, if any, should be specified in the Code that should not have exceptions? If exceptions are provided for, how should these be limited? Please provide examples to support your views.</p>	<p>The exemption clauses such as “under the relevant grocery supply agreement” should not be used by the supermarkets as the default setting. AUSVEG believes that no exceptions should be permitted as a starting point for negotiations for GSAs and any exceptions to the Code should be clearly highlighted and identified to the supplier. AUSVEG notes that there would be a number of growers supplying to retailers that so not have an extensive knowledge of the Food and Grocery Code and therefore could be unfairly disadvantaged. The examples below however should not allow to be exceptions.</p> <p>For example:</p> <p>Part 2 – 9: Unilateral variation of agreement – retailers should not be able to opt out of this requirement</p> <p>Division 2.12 – Paying Suppliers - 12 (3)(a) - paying on time should not have an exception</p> <p>Division 3.14 – Payments for Wastage – 14 (2)(a) - payment to cover any wastage should not have an exception</p> <p>Division 3.15 - Payments as a condition of being a supplier – 15 (2A)(b)(i) - should not have an exception</p> <p>Division 3.17 - Payments for retailer’s or wholesaler’s business activities – 17(2) - should not have an exception</p>
6	<p>Will the reasonableness consideration operate more effectively if the Code is mandatory and there are penalty provisions? If not, which of the reasonableness exceptions should be refined and how? Please provide reasons for your response.</p>	<p>There are nearly 30 references in the Food and Grocery Code around ‘reasonableness’ including, but not limited to, ‘reasonable time of’, ‘reasonable written notice’, ‘reasonable notice of the change’, ‘without reasonable grounds’, ‘within a reasonable time’, ‘reasonable period of time’, ‘reasonable steps’, ‘reasonable expectations’, ‘reasonable request’, ‘reasonable in the circumstances’, and ‘reasonable having regard to the retailer’s or wholesaler’s costs’.</p> <p>The intent of ‘reasonableness’ in clauses could be interpreted quite broadly and it could be argued that reasonableness test potentially benefits the supermarkets more than the suppliers, given that supermarkets utilise commercial and contract lawyers to negotiate agreements and settle disputes (noting that the current Code Arbiters for Coles and Woolworths are lawyers). Supermarkets also have a lot of data that would also help them establish what might be defined as ‘reasonable’.</p> <p>The other point is that ‘reasonable’ may vary between categories – a reasonable time for a price dispute would vary between a perishable and a non-perishable product.</p> <p>AUSVEG would support more rigour around the interpretation of ‘reasonable’, perhaps in the form of guidelines.</p> <p>AUSVEG would also support that the Code Supervisor could be utilised to provide some guidance around what is considered reasonable.</p> <p>Further, the legal interpretation and arguments around what is reasonable could also protract any legal action therefore the more clarity around what is ‘reasonable’ could potentially reduce the ‘greyness’ around the interpretation.</p>
7	<p>Do any of the obligations under the Code need strengthening to better protect suppliers?</p>	<ol style="list-style-type: none"> <li>i. Part 2 (Grocery Supply Agreements) should also include Vendor Agreements OR there should be provision to add Vendor Agreements into the Food and Grocery Code. Many of the rules around grower-supermarket relationships are laid out in the Vendor Agreement and not in the Grocery Supply Agreement</li> <li>ii. Part 2 (Grocery Supply Agreements) should provide greater certainty to the supplier. This could relate to more accurate forecasting of volumes and more certainty around price.</li> <li>iii. Part 3 (Paying Suppliers) should introduce elimination of rebates from the Food and Grocery Code.</li> <li>iv. Part 3 (Fresh produce standards and quality specifications) should include that the retailer should not tighten specifications unless there is credible, documented evidence that the change significantly benefits consumers.</li> <li>v. Part 3 (Fresh produce standards and quality specifications) should have a mechanism to allow suppliers to get an independent assessment for fresh produce rejections (under certain criteria).</li> </ol>

		<ul style="list-style-type: none"> <li>vi. Part 3 (Changes to supply chain procedures) should include not forcing suppliers to use services either owned by the supermarket (for example freight) or enforced through a third party (for example crates and pallets).</li> <li>vii. Part 3 (Intellectual property rights) should include provision for not allowing retailers to force a supplier to switch a branded product to a home brand product. For example, growers often invest significant money for varietal rights and they should benefit from the innovation and not be forced to switch to a home brand labelled product.</li> <li>viii. Part 3 (Price increases) should ensure that negotiations for pricing (under a GSA that includes a price) is done in a timely manner (days) as the product is perishable. Noting that many of the GSAs do not include price.</li> </ul> <p><b>Please see Appendix 1 for further detail</b></p>
8	<p>What additional protections are needed specifically for suppliers of fresh produce? Please provide examples of specific conduct that should be addressed in relation to fresh produce.</p>	<p>AUSVEG would like to see a range of additional provisions made for the fresh produce sector including:</p> <ul style="list-style-type: none"> <li>i. Rebates should be removed from all vendor agreements – so the price quoted and invoiced by suppliers, is the price paid by the retailers.</li> <li>ii. Fresh produce should have payment terms reflective of the perishability of the product. For example 14 or 21 days would be reasonable compared to 60 or 90 days.</li> <li>iii. Dispute resolution should be quick given the limited shelf life of fresh produce, and the fact that fresh produce is often delivered on a daily basis. For example, bags of salad mix are delivered daily to supermarket distribution centres due to the short shelf life.</li> <li>iv. Supermarkets and the fresh produce sector need to develop a Code of Behaviour to improve labelling, promote provenance, increase the value proposition, promote Australian grown etc.</li> <li>v. Supermarkets need to provide free/cheap data to growers so that they can make better informed decisions. There is a need to balance the current asymmetrical data flow between suppliers and supermarkets.</li> <li>vi. Suppliers need a right of redress which enables them to question the supermarkets each time that they introduce or strengthen supplier requirements – such as new quality assurance standards, additional worker welfare standards etc – which are often over and above current state and federal requirements. Growers are already crippled by the increasing compliance burden but supermarkets keep pushing more and more requirements onto their suppliers, often unfairly shifting the burden of responsibility on to the supplier.</li> <li>vii. Introduction of a Fresh Produce assessor in major cities that can ‘mediate’ disputes of rejections at supermarket DCs. Please refer to Appendix 1 for additional amendments to the Food and Grocery Code.</li> <li>viii. AUSVEG would also like to see the introduction of an ‘Advisory Committee’ or ‘Reference Group’ for the fruit and vegetable sector that would meet twice a year with the Code Supervisor to discuss the Code. This could assist in better industry engagement and address operational issues on a timelier and more responsive basis than the current review process.</li> </ul> <p><b>Please see Appendix 1 for further detail</b></p>
9	<p>What additional obligations or mechanisms could be used to ensure ordering practices relating to fresh produce that do not pass most of the risk</p>	<ul style="list-style-type: none"> <li>i. Replacing GSAs with appropriately designed fresh produce contracts to provide more certainty in price, volume and trading terms.</li> <li>ii. Introduction of obligations (and penalties for not meeting the obligations) for supermarkets to more accurately forecast weekly fresh produce requirements. For example, if a supermarket forecasts 10,000 crates of broccoli in a week from an individual supplier they should be penalised if they do not take within 10% of the volume. This is included in the UK Grocery Code.</li> </ul>

	onto suppliers or result in excess wastage?	<p>iii. Retailers must take due care not to over order from suppliers at a discounted rate for promotions. For any product not sold under the promotion, the retailer must compensate the supplier with the increased margin made by selling the product at full price.</p> <p>iv. Supermarkets should provide growers with better data around price elasticity, and should be obligated to price fresh produce responsibly. For example, whilst there is typically a relationship between price vs volume, there comes a point where further price reductions do not generate a commensurate increase in retail volume.</p> <p><b>Please see Appendix 1 for further detail</b></p>
10	Should the grocery supply agreement provide greater transparency around price, such as the process that supermarkets use to determine price? Please provide details to support your views.	<p>Growers have suggested a range of measures that may help address the power imbalance in the grower-retailer relationship. There is appetite among some growers to set a minimum floor price, with other suggestions including contracts that include x% of crop at a set agreed price, and y% of crop at a variable price.</p> <p>Other mechanisms include a 'tool' to provide greater transparency in relation to retailer price tendering systems. Some growers would also like to see rules around collusion changed for fresh produce so that growers could have more open and transparent discussions with other growers. Collective bargaining has also been raised as another mechanism but the \$10million threshold is currently too low.</p> <p>There needs to be more equity in the relationship, while also maintaining a competitive/free-market dynamic.</p>
11	What other recommended protections in respect of contracted prices and volumes are appropriate? Provide details to support your views.	<p>i. Rebates should be removed from all vendor agreements – so the price quoted and invoiced by suppliers, is the price paid by the retailers.</p> <p>ii. Much of the bad behaviour currently seen in the supplier-retailer relationship is not permitted under the current Code however due to the lack of safe complaints reporting mechanisms, and insignificant penalties, retailers have been getting away with the behaviour. Firm recommendations in the Interim report in relation to penalties and compliant mechanisms will hopefully eliminate or reduce the behaviour around price and volume issues.</p> <p>iii. The retailers often dictate to growers, goods or services which they must use if they are supplying to the retailer. This may include crates, pallets, and freight logistics. Hire terms for pallets or crates are often well in excess of the shelf life of a product but growers know that they have no bargaining power as the crate supplier is the only supplier of crates for that particular retailer. Further, growers advise that the introduction of retailer owned freight and logistics has negatively impacted freight logistics, particularly in regional areas. Clauses around 'exclusive dealings' or 'supply chain control' should be introduced into the Food and Grocery Code to protect suppliers.</p>
12	What level of penalties should apply to breaches of the Code? Please provide reasons.	<p>AUSVEG supports legislative change to the Competition and Consumer Act to make an exception for the Food and Grocery Code as has been done for the Franchising Code of Conduct. This would allow the ACCC to seek penalties for major or systemic breaches of up to \$10 million, 10 per cent of a supermarket's annual turnover, or three times the benefit from the breach, whichever is the greatest. This would better reflect the size and annual turnover of the supermarkets.</p> <p>AUSVEG supports penalties and fines for both individuals and businesses.</p> <p>AUSVEG also wants to see compensation paid to growers who have been significantly affected by Code breaches.</p>
13	Which provisions, obligations, or requirements should be subject to the highest	<p>AUSVEG would like to see significant penalties for retailers deliberately found to be distorting the market through over estimating crop/volume forecasts. This is because their actions have flow on effects, not only to the grower/growers involved directly but also the growers supplying the wholesale markets, other retailers, and other outlets for fresh produce such as food service.</p>

	penalties? Please provide reasons.	Furthermore, growers report that minor contraventions can happen on a weekly basis and have nearly become 'a cost of doing business'. An unjustified rejection one week, unscheduled promotion the next week, cancelled order the week after and so on but when you add them up on annual basis it amounts to hundreds of thousands of dollars. Therefore, AUSVEG understands that a more robust penalty system needs to be put in place to curtail these compounding practices.
14	Is 50 penalty units an appropriate amount for infringement notices issued under the Code? Should there be any differentiation in infringement notice amounts according to the provision contravened?	Infringement notices for relatively minor contraventions should be in excess of 50 penalty units and given that some of the 'minor' contraventions that retailers have displayed can cost growers several thousands of dollars (such as unscheduled promotions, forced specials pricing after the weekly price has been set etc). AUSVEG supports the imposition of infringement penalties of up to 500 penalty units. As infringements are recorded, AUSVEG would also support a staggered penalty system such as: 1 <sup>st</sup> infringement 50 penalty units, 2 <sup>nd</sup> infringement 100 penalty units, 3 <sup>rd</sup> infringement 300 penalty units, 4 <sup>th</sup> infringement 600 penalty units.
15	Does the Code adequately require covered businesses to keep information and documents for the purposes of recording their compliance and any disputes raised under the Code?	AUSVEG supports broadening the scope of documentation that is required to be kept under the Food and Grocery Code.

# APPENDIX 1 - Provisions, issues and solutions for the Food and Grocery Code of Conduct

Part 2 - Grocery Supply Agreements (GSA)			
Provision		Issue	Solution
7	Grocery supply agreements must be in writing	i	Confusion is often created as there are multiple documents created in the supplier-retailer relationship. Whilst the sole provision of actual basic supply may be covered under a GSA, growers have advised that specifics such as the additional compliance requirements, logistics, and terms of trade, are often in different documents including the 'Vendor Agreement'. There is often a lack of clarity around what constitutes being a preferred supplier (over and above the product quantity and weekly schedule). This includes a lack of certainty on matters such as payment terms, implementation of required compliance schemes, packaging, sustainability, specifications, rejections etc.
			Clear and concise terminology adopted by all retailers in relation to documentation.
			Requirement for retailers to clearly explain how documentation interacts. E.g. An overarching 'Terms of Trade' document with 3-monthly or 6-monthly supply contracts.
			AUSVEG would support standard templates and documents being developed to reduce confusion.
	ii	Preferred suppliers are those suppliers that agree to supply to the supermarkets and meet all their compliance requirements. The cost of being a preferred supplier can be substantial. Growers advise that, when convenient to the retailers, the retailers will purchase cheaper product from non-preferred suppliers. Preferred suppliers want retailers to be obliged to exhaust all procurement options with preferred suppliers before sourcing from non-preferred suppliers. In a perfect world, preferred suppliers should get paid a premium for the costs that they bear to implement all the supermarkets' requirements.	Requirement for retailers to commit in GSAs to purchase from preferred suppliers, over and above non-preferred suppliers.
	iii	Some growers advise that they have no GSA at all.	Enforcement of growers' rights to have a written GSA. The right to a written agreement is currently in the Code however growers need to: <ul style="list-style-type: none"> <li>a) be informed that it is their right to have a written agreement; and</li> <li>b) have a mechanism to enforce the provision in the Code.</li> </ul>
	iv	Three- or six-monthly supply agreements provide no long-term certainty for growers, and often no price. This makes basic budgeting difficult, as well as planning for capital improvements, innovation, and workforce requirements, among other issues.	Requirement that GSAs be written to provide greater, longer-term supply, therefore providing financial certainty for suppliers.

			GSA's should be negotiated in a timely manner to ensure the supplier is not left exposed. For instance, although it may take 14 weeks to grow a crop, there are long lead times to prepare ground and order seedlings for transplanting.
		v	<p>GSA's need to be specifically designed contracts that provide protections to growers in relation to price and volume, while also recognising crop variability that can occur due to weather.</p> <p>Growers have suggested a range of measures that may help address the power imbalance in the grower-retailer relationship. There is appetite among some growers to set a minimum floor price, with other suggestions including contracts that include x% of crop at a set agreed price, and y% of crop at a variable price. Other mechanisms include a 'tool' to provide greater transparency in relation to retailer price tendering systems. There needs to be more equity in the relationship, while also maintaining a competitive/free-market dynamic.</p>
		vi	<p>Growers have expressed concern that supermarkets are potentially overinflating supply agreements and causing oversupply conditions. Distorting supply, and consequently price, is a serious allegation but it is widely reported in Australia and also occurs in other jurisdictions such as the UK.</p> <p>As per the UK Code - Requirement for retailers to forecast with due care, communicate how the forecast is calculated, and fully compensate a supplier for any cost incurred as a result of over forecasting.</p>
		vii	<p>The Food and Grocery Code includes many subclauses that state that the (previous) subclause does not apply if it is written out of grocery supply/vendor agreements. AUSVEG has sighted agreements recently that write out numerous contentious clauses. For example, the new GSA's state that the supplier must pay for artwork and design, which is not the preferential position under the Food and Grocery Code but can be written in as per the subclause. Growers feel that this overriding of the Food and Grocery Code gives them little choice and that they risk commercial retribution if they ask retailers to remove the wording from the agreements, and revert to the standard wording.</p> <p>Supply agreements or contracts should initially exclude all variations from the Food and Grocery Code, and should only be added in to an agreement when the supplier and the retailer have reached an equitable and mutual understanding.</p>

8	Matters to be covered by an agreement	i	Confusion is often created as there are multiple documents created in the supplier-retailer relationship. Whilst the sole provision of actual basic supply may be covered under a GSA, growers advise specifics such as the additional compliance requirements and terms of trade, are often in different documents such as the Vendor Agreement. There is also often a lack of clarity around what constitutes being a preferred supplier (over and above the product quantity and weekly schedule). This includes a lack of certainty on matters such as payment terms, implementation of required compliance schemes, packaging, sustainability, specifications, rejections etc.	As per 7 (i)
		ii	Quantity of product to be supplied to the retailer in a supply agreement is only a 'forecast', and there is no obligation for the supplier to take the stated volume. Some GSAs indicate some parameters to the volume (for example +/- 10%) however nearly every grower AUSVEG spoke to had volumes ordered significantly lower than the forecast amount and/or volumes were consistently lower than the forecast, week in/week out.	As per 7 (v) and (vi)
		iii	Growers should not have to negotiate rebates to get earlier payments.	See (12)
9	Unilateral variation of agreement		Given the issues raised in (7) and (8) - there are obvious issues around variations of agreements, or lack of rigorous agreements that would apply.	<p>Protections against unilateral variations of agreements are currently in the Code however growers need to:</p> <p>a) be informed that it is their right to have a written agreement; and</p> <p>b) have a mechanism to enforce the provision in the FGCC.</p>
10	Retrospective variation of agreement	i	Unprogrammed price-matching specials were frequently mentioned by growers. This occurs when a retailer calls a grower advising them that a competitive retailer has a certain product on special and that the grower must take a reduced price so that the retailer can match the price special. This is after the weekly price has been agreed and orders have already been dispatched to the grower for packing. Some growers cite that if they do not accept the discounted price that their orders are reduced or cancelled.	This is currently in the Code however growers need to have a mechanism to enforce the provision that protects their business relationship without fear of retribution.

### Part 3 - Conduct generally

Provision		Issue	Solution	
12	Payments to Suppliers	i	Growers relate incidences of retailers deducting unauthorised amounts from payments.	Prohibition of unauthorised deductions is currently in the Code however growers need to have a mechanism to enforce these provisions, that protects their business relationship without fear of retribution.
		ii	Growers relate incidences of retailers not paying within the time frame set out.	The Code currently contains provisions in relation to timely payment, however growers need to have a mechanism to enforce those provisions, that protects their business relationship without fear of retribution.
		iii	Growers relate incidences of retailers deducting credits from future payments (for example for rejected produce) rather than from the payment it relates too.	Provisions relating to this are not clearly documented in the Code. A supplier will often agree to a deduction (12.2) but not to that deduction coming off earlier payments. Protection against this needs to be included in the Code.
		iv	Growers have a lack of clarity around rebates, how the % of the rebate is calculated, and what the rebate is used for. Growers understand that similar growers have different % rebates. The rebate appears to be linked with early payment terms and is negotiated at the commencement of trade. The use of rebates is a very grey area.	AUSVEG wants to see the use of rebates removed from the Food and Grocery Code. Alternatively supply agreements/vendor agreements should clearly set the purpose of the rebate, amount of the rebate and what triggers a variation to the % of rebate. Rebates should not be permitted for early payment. The permitted purposes for a rebates should be clearly articulated in the Food and Grocery Code.
14	Payments for wastage	AUSVEG has not been informed of any cases of this happening in vegetables - although we note that it is referenced by other horticulture bodies.	This is currently in the Code however growers need to have a mechanism to enforce the provision, that protects their business relationship without fear of retribution.	
17	Payments for retailers' or wholesalers' business activities	Growers that supply pre-packed goods in home brand supermarket packaging are required to pay for any packaging design changes including artwork and new printing plates. Growers report that these design changes can be frequent. While growers are more than happy to supply bags, they feel that design changes to home brand packaging should be at the expense of the retailer. Further, growers can be forced to dump thousands of dollars worth of unusable plastic packaging, when designs change before stock is exhausted.	This is currently in the Code however growers need to have a mechanism to enforce the provision that protects their business relationship without fear of retribution.	
18	Funding promotions	Promotional activities within the vegetable sector are not common.		



20	Funded promotions		<p>Promotional activities within the vegetable sector are not common. Issues do arise when supermarkets try and price match funded promotions that their competitors are running. Whilst growers that signed on to the original funded promotion have done so at their own will, the growers supplying the other retailers are not prepared for the special. In August 2023 Woolworths ran a 13-week special on 2kg washed potatoes; Coles and Aldi then acted to reduce their prices to meet Woolworths price. Price matching is not illegal but if the supermarket is not prepared to wear the cost of the promotion, they will exert pressure on their suppliers to absorb some or all on the price reductions.</p>	<p>Amend the Code to include provisions to protect suppliers when supermarkets price match.</p>
21	Fresh produce standards	i	<p>Questionable rejections of produce by retailers are often raised by growers. As growers are often hundreds of kilometres away from a retailer Distribution Centre (DC), they are unable to check the produce themselves. Growers have advised that delivery trucks are told to wait outside the DC until a quality check has been done on produce and within a short time the truck load of produce has been rejected. Growers want independent verification of rejections - an independent assessment could be triggered once certain criteria are met, for example for rejections over a \$10,000 threshold.</p>	<p>Appoint independent quality assessors in each major capital city to assess rejections at supermarket DCs that the supplier considers unjustified.</p>
		ii	<p>Interpretation of specifications differs across retailers' DCs. A single pack out that might go to five different DCs can be accepted in four and rejected in one. Growers cite that questionable rejections often occur after a 'specials' week (when there is a carryover of cheap stock) or when a store has over ordered. Further the same produce (from same packout) can be accepted one day, and rejected by the same QC the next day.</p>	<p>See 21 (i).</p>

		iii	Growers are concerned about the ongoing tightening of specifications - reducing variations in produce to minimal. Many of the variations (tightening) are purely cosmetic i.e. reducing tolerable variations in product diameter and length. The more specifications are tightened the more the pack out of first grade product declines. This leads to less money for growers and more waste. Retailers also change specifications based on 'consumer feedback', while providing no data or research to validate this.	Review supermarket specifications to give greater consistency, especially in lines where there is no commercial or other advantage/disadvantage. Current specifications across some product lines are too unrealistic. Further, supermarkets should be required to provide evidence as justification for further tightening vegetable specifications.
		iv	Packaged fresh produce (potatoes, carrots, onions etc.) and higher value packed produce (corn, capsicums etc.) must meet the minimum weight requirements of the packaging. If, when packing a bag, it is slightly underweight, growers must add another item which will often take it well over the required minimum weight, and the grower 'gives away' a lot of product. The other scenario is when product loses moisture during transit and the weight can drop below the nominated weight by a fraction, but it is non-compliant unless the 'e' system was in place.	The 'e' or average weight system is widely adopted in many countries but not used to any great extent in fresh produce in Australia. The 'e' system is ruled by tight guidelines and standards, but the industry would like to see this system adopted across packaged products, which would reduce rejections, reduce waste, and reduce the amount of 'free' product growers must give away.
		v	As previously mentioned in (17), changes to packaging often occur with short lead times and growers are left with large amounts of home brand packaging that they cannot use.	This is currently in the Code however growers need to have a mechanism to enforce the provision that protects their business relationship without fear of retribution.
		vi	Growers cite that some basic product specifications vary across retailers. For instance, the acceptable length or diameter of a vegetable is slightly different across Aldi, Woolworths, and Coles. This means that a load of Class 1 produce for one retailer, cannot be placed with another retailer as it does not meet the specifications.	Review supermarket specifications to give greater consistency, especially in lines where there is no commercial or other advantage/disadvantage.
22	Changes to supply chain procedures		AUSVEG has not been informed of any cases of this happening in vegetables - although we note that it has been raised by other horticulture industries.	Prohibit retailers forcing suppliers to only use one service - such as crate companies, freight logistics etc. Competition across the supply chain should exist.
23	Business disruption	i	AUSVEG has been advised of various incidents of threatening behaviour by buyers. Some growers say that the buyers don't explicitly state that they would terminate or disrupt business but imply that such action could occur. AUSVEG believes that	Provision (23) should include a threat, both real and perceived.

			provisions against threatening behaviour in the Code should be expanded to include both real and perceived threats.	
24	Intellectual property rights	i	AUSVEG has not been informed of any cases of this happening in vegetables - although we note that it has been raised by other horticulture industries.	
25	Confidential information	i	Growers and suppliers consistently provide confidential information to the retailers on production volumes and price. Growers cite that retailers use other growers' volumes and pricing as leverage to lower prices during the weekly price tender negotiations. This asymmetric data flow leaves all the power with the retailer, and little with the grower.	Establish a mechanism which allows greater price transparency during the weekly price negotiations, while also maintaining competitive, free market dynamic.
27A	Price increases	i	Many growers outline that price is rarely part of their GSA with retailers and is negotiated on a weekly basis.  AUSVEG is advocating for contracts that give more certainty around price.	There have been many suggestions by growers how contracts could move forward to rebalance the grower-retailer relationship. There needs to be more equity in the relationship, while still maintaining a competitive/free-market dynamic. AUSVEG is advocating for specially designed fresh produce contracts that provide greater certainty for price and volume.
		ii	For those growers that have a price in their GSA, but provide fresh product on a weekly basis, a five-day period for acceptance is too long: 24-48 hrs is more appropriate - which is approximately the duration of weekly price tenders.	27A (1)(c) - The period for price negotiations should be reduced to 24-48 hours.
		iii	Growers advise that price is rarely part of the GSA. This provides uncertainty to the industry and prevents long term planning and investment.  The weekly price tender is also stressful and combative for some growers.	There have been many suggestions by growers how contracts could move forward to rebalance the grower-retailer relationship. There needs to be more equity in the relationship, while still maintaining a competitive/free-market dynamic. AUSVEG is advocating for specially designed fresh produce contracts that provide greater certainty for price and volume.

29	Freedom of association		AUSVEG advocated in its Senate Select Committee submission that the collective bargaining mechanism (under the ACCC) is not an appealing or suitable mechanism for the vegetable industry due to the \$10 million cap, and disclosure requirements.	Amend or put in place a collective bargaining mechanism where growers can collectively bargain without fear of retribution from the retailers, and which has a high enough threshold to include the whole vegetable industry, not just those businesses under \$10 million.
----	------------------------	--	---	---

**Part 5 - Dispute resolution**

**Division 1 - Retailers or wholesalers Code Arbiter** *(Please also refer to the previous AUSVEG submission of Part 5 - Dispute Resolution)*

Provisions		Issues	Solutions
31	Retailer or wholesaler must appoint a Code Arbiter	Growers have no trust in the current system and fear that should their private information be deliberately or accidentally leaked to the supermarkets, commercial retribution will occur.	Code Arbiters to be appointed independently of the retailers and not by the retailers.
			Retailers to pay the costs of the independent arbiter via a mechanism (fund) but not pay the arbiter directly.
32	Who can be appointed	No issues have been raised by growers on this matter.	
33	Function of the Code Arbiter	Consistency across Code Arbiters should be achieved, noting that AUSVEG seeks to have one independently appointed Code Arbiter.	The written complaints handling procedure should be developed by the Independent Reviewer and should be consistent across all arbiters.
34	Referral of complaints to Code Arbiter	Provision for suppliers to raise preliminary complaints and concerns with the arbiter before making any formal written complaint.	Better communication to suppliers about the complaints process is required - noting results from the Independent Reviewers report.
		Confidentiality is difficult when the arbiter needs to raise an issue with a retailer but there are limited suppliers within a category - the small number makes identification very easy.	Growers need a mechanism that supports enforcement of provisions in the Code, that protects their business relationship without fear of retribution.
36	Determination by Code Arbiter	Confidentiality is difficult when the arbiter needs to raise an issue with a retailer but there are limited suppliers within a category - the small number make identification very easy.	Growers need a mechanism that supports enforcement of provisions in the Code, that protects their business relationship without fear of retribution.

**Division 2 - The Code's Independent Reviewer**

37 E	Annual Report		The addition of the dashboard in 2023 was excellent. Based on (37F) AUSVEG would like to see the dashboard expanded.	Independent Reviewer to seek input from industry associations around the annual survey questions.
---------	---------------	--	--	---

37 F	Annual Survey		The annual survey is a good mechanism for growers to provide feedback. AUSVEG would like to see more questions added to the survey to both growers and retailers. More detailed questions around Code compliance would be insightful as well as questions such as ' <i>What percentage of fresh produce did you reject from your DCs?</i> '.  	Independent Reviewer to seek input from industry associations around the annual survey questions.
<b>Division 3 - Mediation and arbitration</b>				
38	Supplier may seek mediation and arbitration		Fear of retribution	An appropriate arbitration/mediation process that protects suppliers (growers) from fear of commercial retribution. This should include, but not be limited to, Code Arbiters appointed independently of the supermarkets
39	Conduct of mediation and arbitration		Fear of retribution	An appropriate arbitration/mediation process that protects suppliers (growers) from fear of commercial retribution. This should include but not be limited to, Code Arbiters appointed independently of the supermarkets
<b>Part 6 - Compliance</b>				
<b>Provisions</b>			<b>Issues</b>	<b>Solutions</b>
40	Duty to train staff		Whether some of the issues raised by suppliers (growers) about contraventions of the Code by supermarket staff is caused by lack of understanding of the Code is unclear.	Mandatory training of buyers on acceptable behaviour under the Food and Grocery Code should be implemented.
42	Keeping records		No issues have been raised by growers on this matter.	
<b>New additions</b>				
	<b>Independent Assessor for rejected produce</b>		See 21 (i) and (ii).	
	<b>Training standards for supermarket buyers and managers</b>		Inexperienced buyers and category managers often exacerbate tensions in the grower-retailer relationship. Growers frequently complain about retail staff not understanding the supply chain, the produce they are managing, or the logistics of growing, processing and packing vegetables.	Supermarkets should implement minimum training standards for fresh produce buyers/category managers.

	<b>Retailers bound to supply sales and market data to suppliers</b>	Retailers collect a plethora of data from their sales. The data helps identify trends, price elasticity etc. The data can be purchased at a significant cost. Access to the data in a timely manner could assist growers and retailers strengthen their relationship, plan price and volume, and work collaboratively to grow the fresh produce sector.	Add a provision for the supermarkets to provide timely sales data and work with suppliers to leverage data for mutual benefit.
	<b>Retailers bound by a Code of Behaviour to better support and promote fresh produce</b>	<p>AUSVEG would like to see the introduction of a 'code of behaviour' to ensure that retailers act in the best interest of the fresh produce sector and the consumer through more prudent use of specials and marketing tactics. A code of behaviour could include:</p> <ul style="list-style-type: none"> <li>• Retailers and suppliers working together to promote fresh produce to improve the dietary behaviours and healthy eating habits of Australians.</li> <li>• Eliminate retailer strategies that consistently de-value fresh produce in the eyes of the consumer, such as loss-leaders.</li> <li>• Consideration of vegetable specifications to reduce waste, and to stop retailers increasing consumer expectations around 'perfect' vegetables.</li> <li>• Promotion of seasonality and 'bountiful buys' (reflecting strong seasonal supply) rather than specials.</li> <li>• Consideration of pricing policies that reflect responsible pricing based on known price elasticity data.</li> <li>• Promotion of Australian grown product.</li> </ul>	Establish a 'Code of Behaviour' as a specific provision within the Code.
	<b>Compliance systems</b>	<p>Supermarkets demand for compliance systems, over and above, what is 'reasonable' is a constant issue with growers. This is due to:</p> <ol style="list-style-type: none"> <li>a) the cost of the audits;</li> <li>b) resources required to implement the compliance schemes;</li> <li>c) the cost of upgrading equipment, facilities etc. to comply; and</li> <li>d) skills and training of employees required to comply.</li> </ol>	<p>Supermarkets should have some controls placed on them to reduce the ongoing compliance burden they are placing on suppliers.</p> <p>See also 7 (ii).</p>

		In some areas the compliance required is over and above legislative requirements.	
	<b>Review use of 'Use by' and 'Best before'</b>	Claiming 'shrinkage', under the FGCC, is not supposed to be permitted although the issue has been raised by some growers. The broader issue of "use-by" and 'best before' dates should be discussed under the current inquiry into supermarket pricing, as a review of these practices has the ability to greatly reduce waste (and cost) to retailers, consumers, and suppliers.	<p>This should be included as a consideration under fresh produce specifications</p> <p>Review the use of labelling practices such as 'best before' and 'use-by' dates through an accredited 3<sup>rd</sup> party.</p> <p>Introduce a Code of Behaviour which would include better labelling around storage, and other proactive measures.</p>
	<b>Average Quantity System 'e'</b>	The use of the 'e' symbol (Average Quantity System) is rarely utilised in Australia for fresh produce but widely adopted in many other countries and regions. The use of the 'e' symbol is underpinned by strict guidelines and tolerances, and results in negligible disadvantage to consumers but significant benefits to the packers of fresh products. The Average Quantity System reduces 'giveaways', depending on packing process, can reduce waste and labour costs, and can be advantageous to some products that are prone to moisture loss, and may dip marginally below the exact product weight on occasions.	<p>Clearly embed the adoption of the Average Quantity System in the Code for the fresh produce sector.</p> <p>Retailers should encourage the adoption of the 'e' symbol and ensure that there are relevant resources and education available for consumers to explain the Average Quantity System.</p>
	<b>Exclusive dealings</b>	The retailers often dictate to growers, goods or services which they must use if they are supplying to the retailer. This may include crates, pallets, and freight logistics. Hire terms for pallets or crates are often well in excess of the shelf life of a product but growers know that they have no bargaining power as the crate supplier is the only supplier of crates for that particular retailer. Further, growers advise that the introduction of retailer owned freight and logistics has negatively impacted freight logistics, particularly in regional areas.	Prohibit retailers forcing suppliers to only use one service - such as crate companies, freight logistics etc. Competition across the supply chain should exist.

<p><b>Greater power, scope and flexibility for the ACCC</b></p>	<p>Whilst this does potentially not come under the Code review, AUSVEG believes that giving the ACCC greater power, scope and flexibility to investigate retailer behaviour could protect individual growers and address systemic issues. For instance, if the Code Arbiter/s or Independent Review have numerous complaints about a similar issue, the ACCC could investigate the issue rather than the individual complaints. This would remove some of the fear of commercial retribution.</p>	<p>Broaden the power, scope and flexibility of the ACCC to address potential systemic poor behaviour in supermarkets. AUSVEG also wants to see the ACCC adequately funded to ensure they have the resources to undertake required activities.</p>
<p><b>Unfair Trading Practices</b></p>	<p>AUSVEG prepared a submission for the Treasury's Consultation Regulatory Impact Statement on Unfair Trading Practices. In the AUSVEG submission we supported Option 4.</p>	<p>Implement Option 4 from Treasury's Consultation Regulatory Impact Statement on Unfair Trading Practices.</p>
<p><b>Train suppliers on the Food and Grocery Code of Conduct</b></p>	<p>AUSVEG has identified that there are opportunities to upskill and educate suppliers on the Food and Grocery Code of Conduct. Training will assist suppliers to address the power imbalance that currently exists.</p>	<p>AUSVEG recommends that 'Education' should become a responsibility of the proposed Code Supervisor and funds provided to implement training programs for suppliers.</p>
<p><b>Establish a Reference Group for Fresh Produce</b></p>	<p>The Food and Grocery Code would benefit from a Reference Group or Advisory Committee that could provide valuable, relevant advice on the specifics of fresh produce. This could ensure that the Code is responsive to the operating environment and a 'living' document. The group could be used to clarify industry specific issues.</p>	<p>AUSVEG would also like to see the introduction of an 'Advisory Committee' or 'Reference Group' for the fruit and vegetable sector that would meet twice a year with the Code Supervisor to discuss the Code. This could assist in better industry engagement and address operational issues on a timelier and more responsive basis than the current review process.</p>