

THE SUGAR INDUSTRY CONTROL ACT

REGULATIONS
(under sections 22 and 40)

THE SUGAR INDUSTRY (QUOTA AND EXPORT) (LICENCE CONDITIONS)
REGULATIONS, 1974

*(Made by the Sugar Industry Authority and approved by the
Minister on the 5th day of September, 1974)*

L.N. 394/74

1. These Regulations may be cited as the Sugar Industry (Quota and Export) (Licence Conditions) Regulations, 1974.

2. Notwithstanding any specific agreements between sugar manufacturers and cane farmers, in every quota licence and export licence issued on or after the 5th day of September, 1974, there shall be included or deemed to be included the conditions set out in the Schedule.

Schedule.

THE SUGAR INDUSTRY (QUOTA AND EXPORT) (LICENCE CONDITIONS) REGULATIONS, 1974

SCHEDULE

(Regulation 2)

1. Subject to the other conditions hereof, manufacturers to whom any licence is issued shall accept all canes delivered during customary delivery hours pursuant to orders for delivery given by manufacturers at agreed delivery points by a cane farmer registered at the factory named in the licence if the canes are fresh, mature and of the usual varieties, standard and quality of Jamaican cane farmers' canes, free from tops, dirt and trash.

2. Subject to paragraph 5, delivery and acceptance of canes, shall be complete only after the canes have been lifted out of the delivery vehicle by the factory's crane at the factory or at some other agreed hoist.

3. Manufacturers shall not be liable to accept and pay for canes which cannot be ground or processed owing to mechanical breakdown, strikes, labour disturbances, fire, hurricane, windstorm, earthquake, *force majeure* or acts of God or the Queen's enemies:

Provided that manufacturers shall accept and pay for canes which on written instructions of manufacturers (not cancelled before the canes have been cut or burnt for cutting) have been delivered by cane farmers at agreed delivery points—

- (i) in the case of farmers who have been allocated an individual daily quota, up to the amount of one and one-half times of the particular farmer's daily quota allocated by the factory commencing from the receipt of notice by the farmer to cease delivery; so, however, that in any case mentioned in sub-paragraph (i) such cane is delivered within seventy-two hours of the receipt of the said notice; and
- (ii) in the case of farmers who have no individual daily quota but who are members of a group who are treated as one harvesting entity and are given a daily quota as a group, up to a total for the group of three times the daily quota of the said group commencing from the receipt of the notice to cease delivery,

on condition that—

- (a) such canes shall have been delivered within seventy-two hours of the receipt of the said notice to cease delivery of canes;
- (b) canes which are delivered under sub-paragraph (ii) shall be accepted on the basis of canes which are delivered first in time;
- (c) in case of dispute as to the amount which any of the farmers comprising the group shall be paid amongst themselves in respect of canes delivered under sub-paragraph (ii) the decision of the All-Island Jamaica Cane Farmers' Association shall be final and conclusive;
- (d) for the purposes of sub-paragraph (ii) notice to cease delivery of cane shall be deemed to have been properly given and received immediately a public announcement to that effect is made by a manufacturer if such manufacturer shall within twenty-four hours thereafter have taken the usual reasonable steps to inform the farmers of such notice.

4. If prior to delivery of cane, notice is given to a farmer by a manufacturer who is unable to accept and process the cane that the cane should be delivered where practicable to another stated manufacturer and that other manufacturer accepts the cane there shall be no liability by the first named manufacturer beyond the additional cost of transportation.

5. Where during the aforesaid period of seventy-two hours mentioned in sub-paragraph (a) of paragraph 3 a manufacturer fails so to off load cane as to permit the farmer to complete delivery and the manufacturer to complete acceptance of the normal daily quota of cane pursuant to orders for delivering cane by such manufacturer, then if the farmer shall have taken all reasonable steps and used his best endeavours in the circumstances to unload such cane in accordance with the reasonable instructions of such manufacturer, such

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SCHEDULE, contd.

manufacturer shall still be liable to pay for the cane offered by the farmer up to the limit set out in sub-paragraph 3, together with the reasonable cost of unloading such cane and any additional transportation costs involved in carrying out the said instructions by such manufacturer.

6. For the purposes of these conditions "daily quota" is the daily quantity of canes allocated by a manufacturer to a farmer or group of farmers to be delivered to a manufacturer.