

## **Mauritius Cane Industry Authority (Cane Contract) Regulations 2012**

**GN No. 105 of 2012**

**Government Gazette of Mauritius No. 55 of 26 May 2012**

### **THE MAURITIUS CANE INDUSTRY AUTHORITY ACT 2011**

#### **Regulations made by the Minister under section 63 of the Mauritius Cane Industry Authority Act 2011**

1. These regulations may be cited as the **Mauritius Cane Industry Authority (Cane Contract) Regulations 2012**.
2. In these regulations —

“Act” means the Mauritius Cane Industry Authority Act 2011.

3. (1) For the purposes of section 28 of the Act, a cane contract between —
  - (a) a planter and a miller shall be in the form set out in the First Schedule;
  - (b) a planter and a middleman shall be in the form set out in the Second Schedule;
  - (c) a middleman and a miller shall be in the form set out in the Third Schedule;
  - (d) a cooperative credit society and a miller shall be in the form set out in the Fourth Schedule.
- (2) For the purposes of paragraph (1) (d), reference to a cooperative credit society shall be deemed to include reference to a registered planters' association.
4. These regulations shall come into operation on 15 May 2012.

Made by the Minister on 15 May 2012

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**FIRST SCHEDULE**

**[Regulation 3(1) (a)]**

**FORM OF CANE CONTRACT BETWEEN A PLANTER AND A MILLER**

AGREEMENT BETWEEN

.....  
residing at.....  
(hereinafter referred to as “the planter”)

AND

.....  
represented by.....  
duly authorised to sign this Agreement (hereinafter referred to as “the miller”)

It is agreed as follows —

1. The planter who is registered with the Sugar Insurance Fund Board under Number..... undertakes to deliver to the miller, and the miller undertakes to mill during the crop year/s.....all the canes which the planter will cultivate on one or..... portion/s of land of an aggregate area of.....situate at..... and yielding approximately tons of canes per crop year.
2. The canes which shall be of a quality which complies with such standards, including the maximum allowable percentage of extraneous matter, as may be specified in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012, shall be delivered at.....and weighed at the expense of the miller. The planter or any person authorised by him shall be entitled to be present at the time the canes are weighed. The miller shall issue, or cause to be issued, in respect of any consignment of canes which is weighed, a receipt in such form as the Control and Arbitration Committee may approve and the weight recorded on the receipt shall be binding on the planter and the miller, unless at the time of the issue of the receipt objection is taken by the parties as to the weight recorded. In the event any objection which is taken is not settled by the parties, they agree to refer the objection to

the Control and Arbitration Committee for adjudication.

3. If the loading and transport of the canes are undertaken by the miller, the planter undertakes to pay to the miller the cost of the loading and transport of the canes at such rate as may be determined by the Control and Arbitration Committee in accordance with the Mauritius Cane Industry Authority Act 2011.
4. The date, time and rate of delivery of the canes shall be determined by the parties who agree that any dispute shall be referred to the Control and Arbitration Committee for adjudication.
5. The miller shall be entitled to decline to accept any variety of cane which is prohibited by law.
6. (1) In the event of any stoppage of the factory, the miller undertakes —
  - (a) to give notice of the stoppage to the planter; and
  - (b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.
- (2) On receipt of a notice under subparagraph (1)(a), the planter undertakes to cease cutting his canes until he receives notice from the miller or his authorised representative to resume the cutting.
7. All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller, provided a separate sucrose content test on those canes is authorised by the Control and Arbitration Committee.
8. The planter shall be entitled to receive, in respect of canes delivered by him, the entitlement provided under section 39 of the Mauritius Cane Industry Authority Act 2011.
9. Every week the miller shall make a provisional settlement in sugar or cash for canes supplied by the planter during the preceding week on the basis of the quantity of sugar to which the planter is entitled in accordance with the current provisional determination made

by the Control and Arbitration Committee in respect of the crop year during which the canes have been delivered. Where, however, the Control and Arbitration Committee & has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Control and Arbitration Committee in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Control and Arbitration Committee for adjudication and where the provisional settlement is revised by the Control and Arbitration Committee, the provisional settlement shall be made retrospectively on the revised basis.

10. Where the Control and Arbitration Committee has made a final determination in respect of the quantity of sugar to which a planter is entitled and the quantity of sugar which the planter has received is less than the amount determined by the Control and Arbitration Committee, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Control and Arbitration Committee has given notice of the final determination.

11. Where the quantity of sugar which the planter has received is in excess of the quantity to which he is entitled, the planter shall authorise the miller to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess and the planter further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

12. The miller undertakes to deliver the sugar to which the planter is entitled at the Bulk Sugar Terminal in Port Louis or at such other place as the Authority may determine.

\* 13. The planter opts to receive the whole amount of molasses to which he is entitled in cash or in kind.

14. The planter shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the planter shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the planter to take delivery of a full cart load or a full lorry load of the scums and the planter fails to do so within 30 days of the date on which he received the notice, the miller may dispose of the scums by sale or otherwise for the account of the planter. In the event of any dispute arising in respect of

the price obtained for the sale of the scums, the parties agree to refer the matter to the Control and Arbitration Committee for adjudication.

15. If the miller has made money advances to the planter, he shall be entitled to deduct the amount advanced from any moneys accruing to the planter, together with interest at..... per cent per annum on the amount advanced.

16. Subject to paragraph 15, if the miller receives any amount of money for the account of the planter, he shall pay over that amount to the planter within 15 days of the receipt thereof.

17. In this agreement –

“Authority” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“Control and Arbitration Committee” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“extraneous matter” has the same meaning as in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012.

Made in 3 originals at..... this ..... day of .....20.....

.....

Planter

.....

Miller

*\*Delete or amend as appropriate*

**SECOND SCHEDULE**

**[Regulation 3(1) (b)]**

**FORM OF CANE CONTRACT BETWEEN A PLANTER  
AND A MIDDLEMAN**

**AGREEMENT BETWEEN**

.....

residing at.....  
(hereinafter referred to as “the planter”)

AND

.....

represented by.....  
duly authorised to sign this Agreement (hereinafter referred to as “the middleman”)

It is agreed as follows —

1. The planter who is registered with the Sugar Insurance Fund Board under Number undertakes to deliver to the middleman, and the middleman shall ensure that canes shall be milled by.....(hereinafter referred to as “the miller”) during the crop year/s.....the canes which the planter will cultivate on one or..... portion/s of land of an aggregate area of.....situate at..... and yielding approximately.....tons of canes per crop year.
2. The canes which shall be of a quality which complies with such standards, including the maximum allowable percentage of extraneous matter, as may be specified in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012, shall be delivered at.....and shall be weighed at the expense of the miller pursuant to a cane contract which the middleman and the miller are bound to enter into under the Mauritius Cane Industry Authority Act 2011. The parties or any person authorised by them shall be entitled to be present at the time the canes are weighed. The miller shall, pursuant to the cane contract which he is required to enter into with the

middleman, issue or cause to be issued in respect of any consignment of canes which is weighed, a receipt in such form as the Control and Arbitration Committee may approve, and the weight recorded on the receipt shall be binding unless at the time of the issue of the receipt, objection is taken as to the weight recorded. In the event any objection which is taken is not settled, it shall be referred to the Control and Arbitration Committee for adjudication.

3. If the loading and transport of the canes are undertaken by the miller, the planter undertakes to pay to the miller the cost of the loading and transport of the canes at such rate as may be determined by the Control and Arbitration Committee in accordance with the Mauritius Cane Industry Authority Act 2011.
4. The date, time and rate of delivery of the canes by the planter to the middleman shall be determined with the agreement of the miller and that any dispute shall be referred to the Control and Arbitration Committee for adjudication.
5. The planter undertakes not to deliver any variety of canes which is prohibited by law.
6. (1) In the event of any stoppage of the factory, the middleman undertakes —
  - (a) to give notice of the stoppage to the planter; and
  - (b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1)(a), the planter undertakes to cease cutting his canes until he receives notice from the middleman or his authorised representative to resume the cutting.
7. All burnt, immature, petite saison and virgin canes shall be accepted by the middleman and the middleman shall ensure that those canes are milled by the miller, provided a separate sucrose content test on those canes is authorised by the Control and Arbitration Committee.
8. The planter shall be entitled to receive, in respect of canes delivered by him, the entitlement provided under section 39 of the Mauritius Cane Industry Authority Act 2011.

9. The middleman shall make a provisional settlement in cash for canes supplied by the planter in any week, not later than 15 days after the end of that week on the basis of the quantity of sugar to which the planter is entitled in accordance with the current provisional determination made by the Control and Arbitration Committee in respect of the crop year during which the canes have been delivered. Where, however, the Control and Arbitration Committee has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Control and Arbitration Committee in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Control and Arbitration Committee for adjudication and where the provisional settlement is revised by the Control and Arbitration Committee, the provisional settlement shall be made retrospectively on the revised basis.
  
10. Where the Control and Arbitration Committee has made a final determination in respect of the quantity of sugar to which a planter is entitled and the quantity of sugar allocated in relation to the planter is less than the amount determined by the Control and Arbitration Committee, the middleman shall make a settlement in respect of the difference not later than 21 days from the date on which the Control and Arbitration Committee has given notice of the final determination. If the quantity of sugar which has been allocated in relation to the planter is in excess of the quantity to which he is entitled, the planter shall authorise the middleman to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess and the planter further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.
  
11. Where the quantity of sugar which has been allocated in relation to the planter is in excess of the quantity to which he is entitled, the planter shall authorise the middleman to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess, and the planter further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.
  
12. The middleman shall cause the miller to deliver the sugar allocated to the planter at the Bulk Sugar Terminal in Port Louis or at such place as the Authority may approve.
  
- \*13. The planter opts to receive the whole amount of molasses to which he is entitled in cash or in kind.

14. The planter shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the planter shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if on being requested, by notice in writing, to take delivery of a full cart load or a full lorry load of scums, the planter fails to do so within 30 days of the date on which he received the notice, the scums may be disposed of by sale or otherwise for the account of the planter. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Control and Arbitration Committee for adjudication.

15. If the middleman has made money advances to the planter, he shall be entitled to deduct the amount advanced from any moneys accruing to the planter, together with interest at per cent per annum on the amount advanced. The middleman shall receive as remuneration 2 kilos of sugar from the quantity of sugar which the planter is entitled to receive per ton of canes supplied by him.

16. Subject to paragraph 15, if the middleman receives any amount of money for the account of the planter, he shall pay over that amount within 15 days of the receipt thereof.

17. In this agreement —

“Authority” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“Control and Arbitration Committee” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“extraneous matter” has the same meaning as in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012.

Made in 3 originals at..... this..... day of .....20.....

.....

Planter

.....

Middleman

*\*Delete or amend as appropriate*

**THIRD SCHEDULE**

[Regulation 3(1) (c)]

**FORM OF CANE CONTRACT BETWEEN A MIDDLEMAN  
AND A MILLER  
AGREEMENT BETWEEN**

.....  
residing at.....  
(hereinafter referred to as “the middleman”)

AND

.....  
represented by.....  
duly authorised to sign this Agreement (hereinafter referred to as “the miller”)

It is agreed as follows —

1. The middleman who is registered with the Sugar Insurance Fund Board under Number..... undertakes to deliver to the miller, and the miller undertakes to mill during the crop year/s.....all the canes which the middleman’s clients will cultivate on one or.....portion/s of land of an aggregate area of..... situate at..... and yielding approximately..... tons of canes per crop year.
2. The canes which shall be of a quality which complies with such standards, including the maximum allowable percentage of extraneous matter, as may be specified in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012, shall be delivered at.....and shall be weighed at the expense of the miller. The middleman or any person authorised by him or the client concerned shall be entitled to be present at the time the canes are weighed. The miller shall issue or cause to be issued, in respect of any consignment of canes which is weighed, a receipt in such form as the Control and Arbitration Committee may approve, and the weight recorded on the receipt shall be binding on the middleman and the client concerned, on the one hand, and the miller, on the other hand, unless at the time of the issue of the receipt objection is taken by the parties as to the weight recorded. In the event any objection which is taken is not settled by the parties, they

agree to refer the objection to the Control and Arbitration Committee for adjudication.

3. If the loading and transport of the canes are undertaken by the miller, the middleman undertakes to pay to the miller the cost of the loading and transport of the canes at such rate as may be determined by the Control and Arbitration Committee in accordance with the Mauritius Cane Industry Authority Act 2011.
4. The date, time and rate of delivery of the canes shall be determined by the parties who agree that any dispute shall be referred to the Control and Arbitration Committee for adjudication.
5. The miller shall be entitled to decline to accept any variety of canes which is prohibited by law.
6. (1) In the event of any stoppage of the factory, the miller undertakes —
  - (a) to give notice of the stoppage to the middleman or to his clients; and
  - (b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1)(a), the middleman will cause his clients to cease cutting their canes until the miller or his authorised representative gives notice for the resumption of the cutting.
7. All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller provided a separate sucrose content test on those canes is authorised by the Control and Arbitration Committee.
8. The middleman shall be entitled to receive, in respect of canes delivered by his clients and on their behalf, the entitlement provided under section 39 of the Mauritius Cane Industry Authority Act 2011.
9. Every week the miller shall make a provisional settlement in sugar or cash for canes delivered by the middleman during the preceding week on the basis of the quantity of sugar

to which his clients are entitled in accordance with the current provisional determination made by the Control and Arbitration Committee in respect of the crop year during which the canes have been delivered. Where, however, the Control and Arbitration Committee has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Control and Arbitration Committee in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Control and Arbitration Committee for adjudication and where the provisional settlement is revised by the Control and Arbitration Committee, the provisional settlement shall be made retrospectively on the revised basis.

10. Where the Control and Arbitration Committee has made a final determination in respect of the quantity of sugar to which the middleman is entitled and the quantity of sugar which the middleman has received is less than the amount determined by the Control and Arbitration Committee, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Control and Arbitration Committee has given notice of the final determination.
11. If the quantity of sugar which the middleman has received is in excess of the quantity to which he is entitled, the middleman shall authorise the miller to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess and the middleman further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.
12. The miller undertakes to deliver the sugar to which the middleman is entitled at the Bulk Sugar Terminal in Port Louis or at such place as the Authority may determine.
- \* 13. On behalf of his client, the middleman opts to receive the whole amount of molasses to which his client is entitled in cash or in kind.
14. The middleman shall be authorised by his client to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the middleman shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the middleman to take delivery of a full cart load or a full lorry

load of scums and the middleman fails to do so within 30 days of the date on which he received the notice, the miller may dispose of the scums by sale or otherwise for the account of the middleman. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Control and Arbitration Committee for adjudication.

15. If the miller has made money advances to the middleman, he shall be entitled to deduct the amount advanced from any moneys accruing to the middleman, together with interest at per cent per annum on the amount advanced.

16. Subject to paragraph 15, if the miller receives any amount of money for the account of the middleman, he shall pay over that amount to the middleman within 15 days of the receipt thereof.

17. In this agreement —

“Authority” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“Control and Arbitration Committee” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“extraneous matter” has the same meaning as in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012.

Made in 3 originals at..... this.....day of.....20.....

.....

Middlaman

.....

Miller

*\*Delete or amend as appropriate*

\_\_\_\_\_

**FOURTH SCHEDULE**  
[Regulation 3(1) (d)]

**FORM OF CANE CONTRACT BETWEEN A  
CO-OPERATIVE CREDIT SOCIETY AND A MILLER  
AGREEMENT BETWEEN**

.....  
represented by.....  
residing at.....  
(hereinafter referred to as “the Society”)

AND

.....  
represented by.....  
duly authorised to sign this Agreement (hereinafter referred to as “the miller”)

It is agreed as follows —

1. The Society which has been assigned agency number..... by the Sugar Insurance Fund Board undertakes to deliver to the miller, and the miller undertakes to mill during the crop year/s..... all the canes which the members of the Society will cultivate on one or.....portion/s of land of an aggregate area of ..... situate at..... and yielding approximately.....tons of canes per crop year.
2. The canes which shall be of a quality which complies with such standards, including the maximum allowable percentage of extraneous matter, as may be specified in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012, shall be delivered at .....and shall be weighed at the expense of the miller. The Society or any person authorised by the Society shall be entitled to be present at the time the canes are weighed. The miller shall issue or cause to be issued, in respect of any consignment of canes which is weighed, a receipt in such form as the Control and Arbitration Committee may approve and the weight recorded on the receipt shall be binding on the Society and the miller, unless at the time

of the issue of the receipt objection is taken by the parties as to the weight recorded. In the event any objection which is taken is not settled by the parties, they agree to refer the objection to an officer of the Control and Arbitration Committee for adjudication.

3. If the loading and transport of the canes are undertaken by the miller, the Society undertakes to pay to the miller the cost of the loading and transport of the Canes at such rate as may be determined by the Control and Arbitration Committee in accordance with the Mauritius Cane Industry Authority Act 2011.
4. The date, time and rate of delivery of the canes shall be determined by the parties who agree that any dispute shall be referred to the Control and Arbitration Committee for adjudication.
5. The miller shall be entitled to decline to accept any variety of canes which is prohibited by law.
6. (1) In the event of any stoppage of the factory, the miller undertakes —
  - (i) to give notice of the stoppage to the Society; and
  - (ii) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.
- (2) On receipt of a notice under subparagraph (1) (a), the Society undertakes that its members will cease cutting their canes until the miller or his authorised representative gives notice for the resumption of the cutting.
7. All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller provided a separate sucrose content test on those canes is authorised by the Control and Arbitration Committee.
8. The Society shall be entitled to receive, in respect of canes delivered by each of its members, and on his behalf, the entitlement provided under section 39 of the Mauritius Cane Industry Authority Act 2011.
9. Every week, the miller shall make a provisional settlement in sugar or cash for canes

supplied by the Society during the preceding week on the basis of the quantity of sugar to which the Society is entitled in accordance with the current provisional determination made by the Control and Arbitration Committee in respect of the crop year during which the canes have been delivered. Where, however, the Control and Arbitration Committee has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Control and Arbitration Committee in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Control and Arbitration Committee for adjudication and where the provisional settlement is revised by the Control and Arbitration Committee, the provisional settlement shall be made retrospectively on the revised basis.

10. (1) Where a Society is Fair trade certified, the miller has no objection as to its 22 per cent sugar entitlement provided for under section 39 of the Mauritius Cane Industry Authority Act 2011, actually produced from the Society's canes, be accounted for in the until the miller or his authorised representative gives notice for the resumption of the cutting.

(2) Where a métayer is a member of a Fair trade certified Cooperative Society, the owner of the métayer land has no objection as to his share of sugar, actually produced from the Society's canes, be accounted for in the determination of the métayer's total sugar production for the purpose of the calculation of the Métayers Fair trade Premium.

11. Where the Control and Arbitration Committee has made a final determination in respect of the quantity of sugar to which the Society is entitled and the quantity of sugar which the Society has received is less than the amount determined by the Control and Arbitration Committee, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Control and Arbitration Committee has given notice of the final determination.

12. If the quantity of sugar which the Society has received is in excess of the quantity to which he is entitled, the Society shall authorise the miller to request the Mauritius Sugar Syndicate to make a payment on its behalf in respect of the excess and the Society further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

13. The miller undertakes to deliver the sugar to which the Society is entitled at the Bulk Sugar

Terminal in Port Louis or at such place as the Authority may determine.

\*14. On behalf of its members, the Society opts to receive the whole amount of molasses to which it is entitled in cash or in kind.

15. The Society shall be authorised by its members to take delivery of the scums to which they are entitled within 15 days of the delivery of the canes to the miller, but the Society shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the Society to take delivery of a full cart load or a full lorry load of scums and the Society fails to do so within 30 days of the date on which it received the notice, the miller may dispose of the scums by sale or otherwise for the account of the Society. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Control and Arbitration Committee for adjudication.

16. If the miller has made advances to the Society, he shall be entitled to deduct the amount advanced from any moneys accruing to the Society, together with interest at.....per cent per annum on the amount advanced.

17. Subject to paragraph 15, if the miller receives any amount of money for the account of the Society, he shall pay over that amount to the Society within 15 days of the receipt thereof.

18. In this agreement —

“Authority” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“Control and Arbitration Committee” has the same meaning as in the Mauritius Cane Industry Authority Act 2011;

“extraneous matter” has the same meaning as in the Mauritius Cane Industry Authority (Weighbridge Control) Regulations 2012.

Made in 3 originals at.....this..... day of.....20.....

.....  
Cooperative Credit Society

.....  
Miller

*\*Delete or amend as appropriate*