

Sugar Agreement

No. 95 of 1967

An Act to approve an Agreement relating to Sugar and certain Sugar Products made between the Commonwealth and the State of Queensland.

[Assented to 9 November 1967]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Sugar Agreement Act 1967*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.
3. The agreement relating to sugar and certain sugar products made on the sixth day of September, One thousand nine hundred and sixty-seven, between the Commonwealth and the State of Queensland, being the agreement a copy of which is set out in the Schedule to this Act, is approved. Approval of agreement.

THE SCHEDULE

Section 3.

SUPPLEMENTAL SUGAR AGREEMENT 1967

AN AGREEMENT made the sixth day of September, One thousand nine hundred and sixty-seven between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF QUEENSLAND (in this agreement called "the State") of the other part.

WHEREAS—

- (a) an agreement relating to sugar and certain sugar products was made between the Commonwealth and the State on the ninth day of April, One thousand nine hundred and sixty-two (in this agreement called "the principal agreement");
- (b) the principal agreement was approved by the Sugar Agreement Act 1962 of the Parliament of the Commonwealth and a copy of the principal agreement is set out in the Schedule to that Act; and
- (c) the Commonwealth and the State have agreed upon the variation and extension of the principal agreement in the manner and to the extent set forth in this agreement:

NOW IT IS HEREBY AGREED as follows:—

Principal agreement to be varied.

1.—(1) The principal agreement shall be varied in the manner and to the extent provided by this agreement.

(2.) Subject only to the variations contained in this agreement and such other variations, if any, as may be necessary to make the principal agreement consistent with this agreement, the principal agreement shall remain in full force and effect and shall be read and construed as if the terms of this agreement were inserted in the principal agreement by way of addition or substitution, as the case may be.

Definitions—extension of "the agreed period".

2. Clause 1 of the principal agreement is varied by omitting from the definition of "the agreed period" the figures "1967" and inserting in their stead the figures "1968".

Acquisition, purchase and supply of raw sugar, etc.

3. Clauses 4, 5 and 6 of the principal agreement are varied by omitting from each of those clauses the word and figures "and 1966-1967" and inserting in their stead the word and figures ", 1966-1967 and 1967-1968".

Sugar prices.

4.—(1) Clause 6 of the principal agreement is further varied by omitting from sub-clause (1.) the prices "£90 5s. 2d." and "£38 0s. 0d." and inserting in their stead the prices "\$206.72" and "\$201.60" respectively.

(2.) The variations made by this clause shall be deemed to have taken effect on the nineteenth day of June, 1967.

5.—(1) Clause 8 of the principal agreement is varied by omitting sub-clause (1.) and inserting in its stead the following sub-clause:—

" 8.—(1) The State on behalf of the Australian cane sugar industry shall during the agreed period assist the Australian manufactured fruits industry by creating a fund by an annual contribution of five hundred and twenty-eight thousand dollars (\$528,000) payable in equal monthly instalments to the F.I.S.C.C. until the termination of the agreed period and in addition the State shall reimburse the F.I.S.C.C. by the fifteenth day of each month—

- (a) an amount certified by the Chairman of the F.I.S.C.C. as equal to the sum of the rebates paid by the F.I.S.C.C. during the preceding month in accordance with paragraph (d) of sub-clause (2.) of this clause; and
- (b) an amount certified by the Chairman of the F.I.S.C.C. as equal to the sum of the rebates paid or to be paid by the F.I.S.C.C. in accordance with paragraph (b) of sub-clause (2.) of this clause in respect of Australian refined cane sugar in respect of which rebates in accordance with paragraph (d) of that sub-clause were during the preceding month paid by the F.I.S.C.C."

THE SCHEDULE—*continued*

(2.) The variations made by this clause shall be deemed to have taken effect on the first day of October, 1962 but shall not apply in respect of Australian refined cane sugar in respect of which rebates in accordance with paragraph (d) of sub-clause (2.) of clause 8 of the principal agreement were paid by the F.I.S.C.C. prior to September, 1962.

6. Clause 8 of the principal agreement is further varied as follows:—

(a) by inserting after paragraph (c) of sub-clause (2.) the following paragraph:—

“(ca) where a manufacturer who has otherwise complied with the conditions for payment of rebate under paragraphs (b) and (c) of this sub-clause has not qualified for rebate only because the price for the time being declared by the F.I.S.C.C. has not been paid for all the Australian fresh fruit that the manufacturer has manufactured into fruit products the F.I.S.C.C. may advance the whole or such part as the F.I.S.C.C. determines of the rebate that would otherwise be payable to the manufacturer and may impose such conditions for the manner and making of the advance as the F.I.S.C.C. sees fit, including a condition that the amount of such an advance or advances shall be repayable by the manufacturer to the F.I.S.C.C. if the purchase price declared under paragraph (c) of this sub-clause for the Australian fresh fruit purchased for the manufacturer to process and manufactured into fruit products is not paid in full within such period or periods of time as may be fixed by the F.I.S.C.C. in connexion with the making of the advance or advances;” and

(b) by inserting after paragraph (d) of sub-clause (2.) the following paragraph:—

“(da) a rebate referred to in paragraph (d) of this sub-clause shall not be paid unless there has been paid or an undertaking satisfactory to the F.I.S.C.C. has been given that there will be paid for the Australian fresh fruit and for the Australian fresh fruit content of the fruit pulp, fruit juices and pure fruit essences purchased for the manufacturer to process and manufactured into the fruit products to which the rebate relates a price which is not less than the relevant price, if any, declared by the F.I.S.C.C. under paragraph (c) of this sub-clause;”.

(2.) The variations made by paragraph (a) of this clause shall be deemed to have taken effect on the second day of May, 1967, and the variations made by paragraph (b) of this clause shall be deemed to have taken effect on the fourteenth day of March, 1963.

7. Clause 13 of the principal agreement is varied by omitting the figures “1967” and inserting in their stead the figures “1968”.

Prohibition of importation of sugar.

8.—(1.) A rate of rebate accepted by an exporter under an option granted in accordance with sub-clause (1.) of clause 16 of the principal agreement prior to and for a period extending beyond the first day of July, 1967 may, in such manner and subject to such conditions as the E.S.C. thinks fit, be increased by the E.S.C. in respect of the remainder of the period commencing on that date, having regard to the variations of sub-clause (1.) of clause 6 of the principal agreement made by clause 4 of this agreement.

Sugar rebate options.

(2.) The references in paragraph (d) of sub-clause (2.) of clause 8 and sub-clause (1.) of clause 9 of the principal agreement to the rates determined from time to time by the E.S.C. in accordance with clauses 14 to 18 (both inclusive) of the principal agreement shall be read so as to include, at the increased rate, a rate of rebate that has been increased by the E.S.C. under sub-clause (1.) of this clause.

IN WITNESS WHEREOF this agreement has been executed as at the day and year first above written.

SIGNED on behalf of THE COMMONWEALTH OF AUSTRALIA }
by the Right Honourable HAROLD EDWARD HOLT, Prime }
Minister of the Commonwealth, in the presence of— }

HAROLD HOLT

P. H. BAILEY

SIGNED on behalf of THE STATE OF QUEENSLAND by the }
Honourable GEORGE FRANCIS REUBEN NICKLIN, Premier }
of the State, in the presence of— }

FRANK NICKLIN

C. H. CURTIS