

**THE SUGAR ASSOCIATION OF LONDON**  
**RULES TO REGULATE**  
**CANE AND BEET RAW SUGAR CONTRACTS**  
**CIF FREE OUT AND COST & FREIGHT FREE OUT**

GENERAL

101. Specimen copies of contract forms are set out in section 6 of these Rules.

QUANTITY AND DESCRIPTION

102. The contract shall state the quantity and a general description of the sugar contracted for, as agreed between the Buyer and the Seller.

103. When the crop is not stated in the contract it shall be the current crop at the time of shipment and the sugar shall be a fair average quality of such crop.

PACKING

104. When shipment is made in bags the Seller shall ensure that the sugar is packed in sound bags suitable for export. Bag marks, if any, shall not be contrary to the terms of the contract.

PRICE

105. The price shall be expressed in the contract.

SETTLEMENT

106. Settlement of degrees above and below 96 degrees mean shipping/outturn polarisation shall be calculated on the contract price on the appropriate scale as follows:-

(a) UNITED KINGDOM SCALE

For every full degree:-

above 96° to and including 97° add	1.40%
above 97° to and including 98° add an additional	1.40%
above 98° to and including 99° add an additional	1.40%
below 96° to and including 95° deduct	1.50%
below 95° to and including 94° deduct an additional	2.00%
below 94° to and including 93° deduct an additional	2.00%

Fractions of a degree shall be calculated in the same proportion.

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(b) (i) INTERNATIONAL SCALE

For every full degree:-

above 96° to and including 97° add	1.50%
above 97° to and including 98° add an additional	1.25%
above 98° to and including 99° add an additional	1.00%
above 99° to and including 99.3° add an additional	0.30%
below 96° to and including 95° deduct	1.60%
below 95° to and including 94° deduct an additional	2.00%
below 94° to and including 93° deduct an additional	2.50%

Fractions of a degree shall be calculated in the same proportion.

For all vessels presenting for loading from and including 1 March 2016 shall unless stated otherwise in the contract be on the International Scale (b) (ii).

(b) (ii) INTERNATIONAL SCALE

For every full degree:-

At 97° add	1.00%
From 97° to 98° add	1.25%
From 98° to 99° add	1.50%

For each full 1/10th of a degree from 99.0° to 99.3° add an additional 0.15% of the contract price.

For the full degree from 96° to 95° deduct 5.50% of the contract price.

Fractions of a degree shall be calculated in the same proportions.

107. Where the destination and Receiver declared under the contract is listed below, final settlement, unless specified in the contract or agreed otherwise between the Buyer and the Seller, shall be settled on the basis of landed weights and outturn polarisations: –

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**FOB & STOWED AND FAS**

**GENERAL**

201. Specimen copies of contract forms are set out in Section 6 of these Rules.

**QUANTITY AND DESCRIPTION**

202. The contract shall state the quantity and a general description of the sugar contracted for, as agreed between the Buyer and the Seller.

203. When the crop is not stated in the contract it shall be the current crop at the time of delivery and the sugar shall be a fair average quality of such crop.

**PACKING**

204. When shipment is made in bags the Seller shall ensure that the sugar is packed in sound bags suitable for export. Bag marks, if any, shall not be contrary to the terms of the contract.

**PRICE**

205. The price shall be expressed in the contract.

**SETTLEMENT**

206. Settlement of degrees above and below 96 degrees mean shipping/outturn polarisation shall be calculated on the contract price on the appropriate scale as follows:-

(a) **UNITED KINGDOM SCALE**

For every full degree:-

above 96° to and including 97° add	1.40%
above 97° to and including 98° add an additional	1.40%
above 98° to and including 99° add an additional	1.40%
below 96° to and including 95° deduct	1.50%
below 95° to and including 94° deduct an additional	2.00%
below 94° to and including 93° deduct an additional	2.00%

Fractions of a degree shall be calculated in the same proportion.

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FOB & STOWED AND FAS

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(b) (i) INTERNATIONAL SCALE

For every full degree:-

above 96° to and including 97° add	1.50%
above 97° to and including 98° add an additional	1.25%
above 98° to and including 99° add an additional	1.00%
above 99° to and including 99.3° add an additional	0.30%
below 96° to and including 95° deduct	1.60%
below 95° to and including 94° deduct an additional	2.00%
below 94° to and including 93° deduct an additional	2.50%

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For the full degree from 96° to 95° deduct 5.50% of the contract price.

Fractions of a degree shall be calculated in the same proportions.

207. Where the destination and Receiver declared under the contract is listed below, final settlement, unless specified in the contract or agreed otherwise between the Buyer and the Seller, shall be settled on the basis of landed weights and outturn polarisations:-

SUPERVISION, WEIGHING, TARING  
AND SAMPLING, ETC

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- (iii) "Craft Damaged" if they decide the damage was caused in craft;
  - (iv) Any other damage shall be specially reported.
- (c) All damaged sugar shall be carefully weighed, tared and sampled separately, samples being kept for the purpose of having the damage assessed.

SAMPLING

310. (a) At loading the Seller and at discharge the Buyer shall provide satisfactory facilities for sampling which shall be done at the time of weighing. Each container shall be sampled separately in such a way that the sample shall fairly represent the contents of the container as a whole. In the case of bags ten per cent shall be sampled to mark.
- (b) During the progress of the sampling the sugar drawn shall be kept in containers approved by the Supervisor and shall be under the control of the Supervisor.
- (c) The samples representing each lot of two thousand tonnes (five hundred tonnes in the case of sugar in bags) of the sound portion of each shipment, or mark, shall be carefully mixed by the Supervisor so as to represent as true an average as possible and a sufficient quantity filled into at least four suitable airtight containers and sealed. One sealed container shall be handed to the Seller, one to the Buyer, and at least two shall be held by the Supervisor. Samples shall be retained for at least two months after the date of issuing the final weight account.
- (d) Where the contract contains a term as to the colour of the sugar, then unless stated otherwise in the contract the method for the determination of the solution colour of the sugar shall be ICUMSA Method GS9/1/2/3-8 (2011).
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POLARISATION

311. (a) The "Mean Shipping Polarisation" shall be arrived at on the polarisations of the sealed samples drawn from the sugar to be loaded and the "Mean Outturn Polarisation" shall be arrived at on the polarisations of the sealed samples of the sound portion of the sugar landed.
- (b) The Seller and the Buyer shall each have his sample polarised at his own expense and shall have the polarisation certificate forwarded to the Supervisor. If the Seller is a producer or if the Buyer is a refiner either may employ his own chemist, otherwise a recognised chemist shall be employed.
- (c) Where the polarisations of the Seller and the Buyer for the same lot differ by less than point one five (.15) of a degree then the mean of the two shall be taken as the invoice basis. Where the said polarisations differ by point one five (.15) of a degree or more, a third sample shall be polarised by an independent recognised chemist as appointed by the Supervisor, the cost of which polarisation shall be shared equally between the Seller and the Buyer. The mean of the two nearest polarisations shall be taken as the invoice basis, but where the middle polarisation is equidistant from the other two it shall be taken as the invoice basis.