

contract. No such tonnage shall exceed 50 tons and no General Permit shall be issued for a period longer than one month.

(iv) Any Permit for the supply of coal for resale by the customer may state:—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(v) No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed;

(c) pursuant to any lease under which the coal mine is held; and

(d) in accordance with the provisions of Clause 11A of the Scheme for consumption in any excluded works of that Owner.

(vi) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular, no Owner shall make, allow, or give, or agree to make, allow or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quality, or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(vii) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(viii) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract:

Provided that no Owner shall be bound to commence legal proceedings to enforce payment of the consideration or any part of it if he shall satisfy the Sales Committee that he has reasonable grounds for anticipating that such proceedings would fail to achieve their object.

(ix) Any Owner who acts in contravention of the provisions of paragraphs (vi), (vii) and (viii) of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

(x) For the purpose of ensuring the observance of the conditions upon which the

supply of coal by Owners is permitted the Board may keep a Register of distributors. If such a Register is kept the Sales Committee shall not issue a Special Permit for the supply of coal to, or through the agency of, any distributor whose name is not upon the Register kept for the purposes of this Clause, and no General Permit shall be deemed to authorise the supply of coal to, or through the agency of, any such distributor.

(xi) There shall be entered on the Register, on the application of any Owner, the name of any distributor who gives to the Board an undertaking in a form prescribed by them:—

(a) to observe any conditions relating to the sale of coal by him imposed on him by an Owner by virtue of any Permit; and

(b) to permit such inspection of his books or accounts by an accountant appointed by the Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any person controlled by that distributor be entered on the Register unless the Board are satisfied that the purposes of this Clause will not be prejudiced by such restoration or entry.

(xii) In this Clause "distributor" includes any exporter, factor, merchant, dealer, or other person, whose business includes the supply of coal.

(xiii) Permits may be issued upon an application therefor by an Owner or otherwise.

(xiv) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and any other particulars which may be required by the Committee.

(xv) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every month or quarter for which basic tonnages and export supply standard tonnages are fixed supply:—

(a) coal for inland supply (otherwise than to their excluded works and pursuant to any lease under which the coal mine is held) in proportion to the monthly or quarterly basic tonnages of their respective coal mines;

(b) coal for export supply in proportion to the monthly or quarterly export supply standard tonnages of their respective coal mines; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their coal mines.