

No. 11466

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
UNITED STATES OF AMERICA**

Exchange of notes constituting an agreement concerning the use by civil aircraft of the airfield at the Auxiliary Air Base on Grand Turk Island (with schedule). London, 11 June 1971

Authentic text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 16 December 1971.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ÉTATS-UNIS D'AMÉRIQUE**

Échange de notes constituant un accord concernant l'utilisation par des aéronefs civils du terrain d'aviation de la Base aérienne auxiliaire située sur l'île de la Grande-Turque (avec annexe). Londres, 11 juin 1971

Texte authentique: anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 16 décembre 1971.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA CONCERNING THE USE BY
CIVIL AIRCRAFT OF THE AIRFIELD AT THE AUXIL-
IARY AIR BASE ON GRAND TURK ISLAND

I

*The United States Chargé d'Affaires ad interim in London to the Secretary
of State for Foreign and Commonwealth Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

No. 17

June 11, 1971

Excellency,

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base, located on Grand Turk Island in a defense area described in Annex F to the Agreement between the Government of the United States of America and the Government of the Federation of the West Indies concerning United States Defense Areas in the Federation of the West Indies, signed at Port of Spain on February 10, 1961² (hereinafter referred to as "the 1961 Defense Areas Agreement").

I also have the honor to refer to the arrangements concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base contained in an exchange of notes of December 6 and 8, 1966 between the Government of the United States and the Government of the United Kingdom, which has not entered into force, and the agreement between the Government of the United States and the Government of the United Kingdom concerning civil air services

¹ Came into force on 11 June 1971, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 409, p. 67.

within the Bahamas, Turks and Caicos Islands and Jamaica effected by an exchange of notes of December 6, 1956 and January 4, 1957.¹

As a result of these discussions, the Government of the United States proposes that the exchange of notes of December 6 and 8, 1966, the second sentence of Paragraph (3) of Annex F to the 1961 Defense Areas Agreement, and Paragraph 2 (2) of the 1957 Agreement concerning civil air services within the Bahamas, Turks and Caicos Islands and Jamaica be superseded by an Agreement in the following terms and that the operation and use of the airfield in question be governed by the following provisions :

1. The airfield on Grand Turk shall be open for regular use by civil aircraft that are equipped with a functioning two-way radio, in accordance with the provisions of this agreement.

2. The United States Air Force may for military, security or safety reasons limit or suspend civil air operations at the airfield. A determination by the United States Air Force that the volume of civil traffic at the airfield is excessive may be the basis for imposing limitations on civil aircraft traffic.

3. Administrative and operational control of the airfield shall be exercised by the United States Air Force authorities except as otherwise specifically provided in this Agreement.

4. Airfield tower control and approach control shall be operated by the United States Air Force. Control of aircraft in the control zone and on the runway or taxiways shall be the responsibility of the control tower. All civil aircraft shall obtain approval to land from the control tower.

5. Meteorological information and aids to navigation which the United States Air Force provides in support of United States Air Force aircraft shall be made available to civil aircraft users.

6. The parking ramp and terminal facility constructed by the Government of the United Kingdom shall be under the administrative and operational control of the appropriate Grand Turk authorities. Civil aircraft using the airfield shall use the Grand Turk parking ramp.

7. Maintenance and repair of the runway and United States Air Force parking ramp shall be the responsibility of the United States Air Force. Maintenance and repair of the Grand Turk taxiway, parking ramp and terminal facilities shall be the responsibility of the appropriate Grand Turk authorities.

8. The appropriate Grand Turk authorities shall be responsible for providing aircraft services, supplies, fuel and maintenance for civil aircraft using the airfield. The United States Air Force shall not be obliged to provide any services, supplies, fuel or maintenance for civil aircraft.

¹ United Nations *Treaty Series*, vol. 266, p. 396.

9. Landing fees may be collected by the appropriate Grand Turk authorities for civil aircraft landings. For each civil aircraft landing the appropriate Grand Turk authorities shall pay the United States Air Force Base Commander an amount in United States currency equivalent either to the landing fee prescribed in the Schedule hereto or to one half of the landing fee collected by the Grand Turk authorities, whichever amount is the higher.

10 (A) The Government of the United Kingdom shall, in respect of all claims and liabilities arising out of, or in connection with, the use of the airfield by aircraft other than aircraft owned or operated by or on behalf of the Government of the United States, and subject to the provisions of this paragraph :

- (i) release and discharge the Government of the United States and authorized personnel from all such liabilities;
- (ii) defend, pay, settle, or otherwise indemnify the Government of the United States and authorized personnel against all such liabilities towards, and the costs of defending all such claims by, any third person; and
- (iii) pay or settle all substantiated claims and liabilities for death or injury to authorized personnel or for loss of or damage to property of the Government of the United States or of authorized personnel.

(B) Any sum payable by the Government of the United Kingdom under subparagraph (A) (iii) of this paragraph shall be reduced to such extent as is just and equitable having regard to the aggregate share in the responsibility, if any, for the damage which may rest upon the Government of the United States or authorized personnel. In any event, the liability of the Government of the United Kingdom under subparagraph (A) (iii) for the loss or damage to the property of the Government of the United States sustained in any one incident shall be limited to three million dollars.

(C) (i) The obligations of the Government of the United Kingdom set forth in subparagraph (A) (ii) of this paragraph shall not arise if such liabilities or claims result from the wilful misconduct or solely from the negligence of authorized personnel.

(ii) The obligations of the Government of the United Kingdom under subparagraph (A) (ii) shall not require the payment by it of more than three million dollars for claims and liabilities arising from any one incident.

(D) All claims and liabilities referred to in subparagraph (A) (ii) of this paragraph which, not falling within the provisions of subparagraph (C) (i) of this paragraph, are the responsibility of the Government of the United Kingdom, shall be processed and settled in accordance with the applicable provisions of Turks and Caicos Islands law.

(E) (i) For the purpose of this paragraph, "authorized personnel" means Members of the United States Forces (excluding dependants), United States contractors, and Contractor personnel, as defined in Article I of the 1961 Defense Areas Agreement. References in Article I to "the Federation" shall, for the purposes of this Agreement, be understood as references to the Turks and Caicos Islands colony.

(ii) With regard to subparagraph (C) (i) of this paragraph, the word "solely" in relation to the negligence of authorized personnel shall not be interpreted so literally as to render the Government of the United Kingdom responsible for liabilities or costs under subparagraph (A) (ii) of this paragraph that were caused in all substantial respects by the initial grave negligence of authorized personnel and only incidentally involved the very minor negligence of a third person.

11. In the event that the Government of the United Kingdom pays or settles any claim under the provisions of subparagraph (A) (iii) of paragraph 10 for loss of or damage to the property of the Government of the United States, the Government of the United States shall subrogate the Government of the United Kingdom in respect of all its rights and remedies against any third person from whose sole or partial negligence such claim arose to the extent of the amount paid by the Government of the United Kingdom to the Government of the United States that is attributable to the negligence of such third person.

12. Any sums of money expressed herein shall be deemed to be United States dollars.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply to this note, and shall terminate when the airfield at the Grand Turk Auxiliary Air Base ceases to be a defense area for the purpose of the 1961 Defense Areas Agreement, unless it is terminated earlier by six months' written notice given by either Government to the other of its intention to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration.

JOSEPH L. GREENE JR.
Chargé d'Affaires ad interim

Enclosure : Schedule of landing Fees for Civil Aircraft

SCHEDULE OF LANDING FEES FOR CIVIL AIRCRAFT

15 cents per 1,000 lb., or any portion thereof, of maximum gross takeoff weight, with a minimum of \$3.00.

II

The Secretary of State for Foreign and Commonwealth Affairs to the United States Chargé d'Affaires ad interim in London

FOREIGN AND COMMONWEALTH OFFICE, S.W. 1

11 June, 1971

Sir,

I have the honour to acknowledge receipt of your Note No. 17 of the eleventh of June, 1971 which reads as follows :

[*See note I*]

In reply I have the honour to inform you that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with the Schedule annexed thereto and the present reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I have the honour to be, with the highest consideration, your obedient Servant.

(For the Secretary of State) :

R. N. POSNETT

[*Schedule as under note I*]
