

No. 21182

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
BELIZE**

**Exchange of notes constituting an agreement concerning the
continuing presence in Belize after independence of
United Kingdom armed forces (with annex). Belmopan,
1 December 1981**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
27 July 1982.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
BELIZE**

**Échange de notes constituant un accord relatif au maintien
au Belize de forces armées du Royaume-Uni après l'in-
dépendance (avec annexe). Belmopan, 1^{er} décembre
1981**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 27
juillet 1982.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRIT-
AIN AND NORTHERN IRELAND AND THE GOVERNMENT OF
BELIZE CONCERNING THE CONTINUING PRESENCE IN BELIZE
AFTER INDEPENDENCE OF UNITED KINGDOM ARMED FORCES

I

*The United Kingdom High Commissioner at Belmopan to the Deputy Prime Minister
and Minister of Defence and Home Affairs of Belize*

BRITISH HIGH COMMISSION

Belmopan, 1 December 1981

My dear Deputy Prime Minister,

1. I have the honour to refer to the recent discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize concerning the request of the Government of Belize for the continuing presence in Belize after independence of units of the Armed Forces of the United Kingdom.

2. In the course of these discussions it was agreed that units of the Armed Forces of the United Kingdom shall remain in Belize to assist with the training of the Belize Defence Force and to perform such other functions as the two Governments may agree. It was further agreed that the arrangements for the British Forces in Belize shall be those set out in the annex to this Note.

3. If these arrangements are acceptable to the Government of Belize, I have the honour to propose that this Note and its annex, together with your reply to that effect, shall constitute an agreement between the two Governments which shall be deemed to have entered into force on 21 September 1981 and shall continue in force until terminated by agreement between the two Governments.

4. I avail myself of this opportunity to renew the assurance of my highest consideration.

F. S. E. TREW
British High Commissioner

ANNEX

DEFINITIONS

1. For the purpose of this annex:

“The British Forces in Belize” means any contingent, or detachment of any naval, land or air forces of the United Kingdom when stationed or present in the territory of Belize with the consent of the Government of Belize but does not include Loaned Personnel. “Commanding Officer” means the United Kingdom Officer in command of the British Forces in Belize;

¹ Came into force on 1 December 1981 by the exchange of the said notes, with retroactive effect from 21 September 1981, in accordance with the provisions of the said notes.

“Civilian component” means the civilian personnel accompanying the British Forces in Belize who are employed by departments or authorities of the Government of the United Kingdom which have functions relating to the Armed Forces or by an authorised service organisation accompanying the British Forces in Belize and who are not stateless persons nor nationals of, nor ordinarily resident in, Belize;

“Dependant” means

- (a) The spouse of a member of the British Forces in Belize or civilian component;
- (b) Any person wholly or mainly maintained by, or in the custody or charge of or who forms part of the family of, such member;
- (c) Any other person (not being a national of nor ordinarily resident in Belize) who is in domestic employment in the household of such member.

“British Authorities” means the departments, authorities and organisations of the Government of the United Kingdom having functions relating to the Armed Forces or to defence matters (including authorities of the Armed Forces of the United Kingdom) and persons authorised so to act for any of them;

“United Kingdom Service Authorities” means the authorities of the United Kingdom empowered by the law of the United Kingdom to exercise command or jurisdiction over the British Forces in Belize, civilian component and dependants;

“Authorised service organizations” means an organisation authorised by the United Kingdom service authorities to accompany the British Forces in Belize in order to provide for the needs of those forces, civilian component and dependants;

“Loaned Personnel” means personnel of the Armed Forces of the United Kingdom loaned for service with the Belize Defence Force under separate arrangements concluded between the United Kingdom Government and the Government of Belize;

“Service establishments” means land held or occupied by the British Authorities for the purposes of the British Forces in Belize;

“Service installations” means any building, structure or other work whether or not on service establishments, constructed or adapted for use for the purpose of the British Forces in Belize;

COMMAND AND COMPOSITION

2. The British Forces in Belize shall remain for all purposes under United Kingdom command.

3. (1) The numbers, ranks and composition of the British Forces in Belize shall be determined by the Government of the United Kingdom in the light of the purposes to be served by those forces.

(2) The British Forces in Belize may be accompanied by a civilian component and dependants and by such authorised service organisations operating under the general direction of the British Forces in Belize as are designated by the United Kingdom Service Authorities as necessary for the welfare and recreational needs or military requirements of the British Forces in Belize.

UNIFORM AND ARMS

4. Members of the British Forces in Belize may wear uniforms and insignia of the United Kingdom Armed Forces or civilian clothes and may possess and carry arms when authorised so to do by the United Kingdom Service Authorities.

LAND, ACCOMMODATION AND FACILITIES

5. (1) The Government of Belize shall without any liability for payment, rent or cost to the Government of the United Kingdom make available for the British Forces in Belize appropriate sites in Belize for the stationing of such Forces and shall make available appropriate accommodation and facilities at such sites. The sites, accommodation and facilities in question shall be agreed between the two Governments.

(2) Subject to the provisions of sub-paragraph (3) of this paragraph, land and premises at present occupied by the British Forces in Belize, or by authorised service organisations, and training areas and other facilities at present used by the British Forces in Belize (in particular those as described in schedule 1), shall continue to be so occupied or used for the duration of this Agreement.

(3) The United Kingdom Services Authorities shall notify the Government of Belize immediately any land, premises, training areas or facilities referred to in sub-paragraphs (1) and (2) of this paragraph are no longer required for their occupation or use and shall, as soon as practicable thereafter vacate or surrender such land, premises, training areas or facilities.

(4) Upon the termination of the occupation of such land, premises, training areas or facilities by the British Forces in Belize, the Government of the United Kingdom shall not be responsible for restoring such land or other immovable property to its original condition nor for making any payment in lieu of restoration. Buildings and immovable structures erected by the British Forces in Belize on such land shall be handed over to the Government of Belize as they stand without compensation (with the exception of Airport Camp, which will be the subject of other arrangements to be negotiated separately). Such land or training areas used for live firing shall not be guaranteed free from live ordnance.

(5) In the event of a site occupied by the British Forces in Belize being required by the Government of Belize and the site not being surplus to the requirements of the British Forces in Belize the Government of Belize shall provide a suitable alternative site and, at the cost of the Government of Belize, provide facilities similar to those reverting to the Government of Belize, as agreed between the two Governments.

6. (1) The British Forces in Belize may take such measures as they think necessary to ensure the security of service establishments and installations and of persons and property in them and of United Kingdom official information.

(2) Outside service establishments and installations the authorities of Belize shall take such measures as are necessary to ensure the security of members of the British Forces in Belize, civilian component and dependants and their property; and the security of United Kingdom property including land, accommodation and facilities used by the British Forces in Belize or authorised service organisations and to ensure the security of United Kingdom official information.

(3) There shall be co-operation between the authorities of Belize and the British authorities in taking such steps as may from time to time be necessary to ensure the security of sites, accommodation and facilities used by the British Forces in Belize, authorised service organisations and British personnel and their property.

MOVABLE PROPERTY

7. Title to any property of the Armed Forces of the United Kingdom brought into Belize by or on behalf of the Government of the United Kingdom shall remain in the Government of the United Kingdom. Such property, including official papers, shall be exempt from inspection, search and seizure and such property may be freely removed from Belize.

EXEMPTIONS FOR VESSELS, VEHICLES AND AIRCRAFT

8. (1) Vessels, vehicles and aircraft which are the property of the British Authorities or authorised service organisations shall be exempt from any form of registration, licensing, compulsory testing or taxation in respect of their use. Vehicles, vessels and aircraft which are the property of the British Authorities shall also be exempt from any form of compulsory insurance. For the purpose of this sub-paragraph a vessel or aircraft on hire or charter to the British Authorities and for the period of such hire or charter exclusively in their service shall be treated as being the property of the British Authorities.

(2) The movement of vessels, vehicles and aircraft belonging to, hired or chartered by the British Authorities in or over Belize and the territorial sea of Belize shall be free of compulsory pilotage, harbour charges and all dues or tolls except charges for specific services rendered at the request of the British Authorities. Such vessels, vehicles, and aircraft shall have freedom of

movement in and over the territory and the territorial sea of Belize. Such vessels may enter and use harbour and port facilities in accordance with normal international practice and port regulations.

(3) The Government of the United Kingdom shall have the right for military aircraft of the United Kingdom as well as aircraft hired or chartered by the British Authorities to use Belize International Airport, including any facilities on or connected with the airfield, free of charge, with due regard to requirements of civil aviation at that airport.

TELECOMMUNICATIONS

9. Subject to the prior concurrence of the Government of Belize, the Government of the United Kingdom may use any radio frequencies, powers and band-widths for radio services (including radar) in Belize which are necessary for the operation of the British Forces in Belize. All radio communications shall comply at all times with the provisions of the International Telecommunications Convention.¹

POSTAL AND COURIER SERVICES

10. (1) The British Forces in Belize may operate, without restriction, by means of Forces Post Offices established within Belize, full postal services to, from and within Belize, for the use of the British Forces in Belize, civilian component, dependants and authorised service organisations.

(2) All documents and articles, the property of the United Kingdom Service Authorities, officially sealed and carried by properly identified courier shall be exempt from Customs or any other inspection.

OBSERVANCE OF THE LAW OF BELIZE

11. (1) It shall be the duty of the British Forces in Belize, civilian component, authorised service organisations and the members thereof and dependants to respect the law of Belize and to abstain from any activity inconsistent with the spirit of this Agreement and, in particular, from any political activity in Belize. It is also the duty of the United Kingdom Service Authorities to take necessary measures to that end.

(2) The Commanding Officer and the Government of Belize shall collaborate in the enforcement in Belize of necessary health, quarantine and sanitation provisions.

JURISDICTION

12. (1) Subject to the provisions of this paragraph

- (a) The United Kingdom Service Authorities shall have the right to exercise within the territory of Belize all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over members of the British Forces in Belize and civilian component and dependants,
- (b) The courts of Belize shall have jurisdiction over members of the British Forces in Belize and civilian component and dependants in respect of offences committed in Belize and punishable by the law of Belize.

(2) Where both the courts of Belize and the United Kingdom Service Authorities have the right to exercise jurisdiction, the United Kingdom Service Authorities shall have the primary right to exercise jurisdiction if

- (a) The offence is an offence against the property or security of the United Kingdom or against the property or person of another member of the British Forces in Belize, or civilian component or dependants, or Loaned Personnel or dependants of Loaned Personnel, or
- (b) The offence arises out of an act or omission done in the course of official duty.

In any other case the courts of Belize shall have the primary right to exercise jurisdiction. If the party having the primary right does not exercise jurisdiction, it shall notify the authorities of the other party as soon as practicable. The authorities of the party having the primary right shall give sympathetic consideration to a request from the authorities of the other party for a waiver of its

¹ United Nations, *Treaty Series*, vol. 1209, No. I-19497.

right in cases where that other party considers such waiver to be of a particular importance and in cases of minor offences where the courts of Belize have the primary right and where the United Kingdom Service Authorities can impose a suitable punishment by disciplinary action without recourse to a court.

(3) (a) The authorities of Belize and of the United Kingdom shall assist each other in the arrest of members of the British Forces in Belize or civilian component or dependants in the territory of Belize for the purpose of handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(b) The authorities of Belize shall notify the United Kingdom Service Authorities promptly of the arrest of a member of the British Forces in Belize or civilian component or his dependants.

(c) If the courts of Belize are to exercise jurisdiction over a member of the British Forces in Belize or civilian component or dependant, the authorities of the United Kingdom shall have the right to take custody of him until he is brought to trial by the courts of Belize provided that the authorities of the United Kingdom undertake to present him to those courts for investigatory proceedings and trial when required.

(4) (a) The authorities of Belize and of the United Kingdom shall assist each other in the investigation and obtaining of evidence in relation to offences.

(b) The authorities of Belize and of the United Kingdom shall notify each other of the disposition of all cases in which both the courts of Belize and the United Kingdom Service Authorities have the right to exercise jurisdiction.

(5) Where an accused has been tried in accordance with the provisions of this paragraph by the United Kingdom Service Authorities or the courts of Belize and has been convicted or acquitted, which expression includes a charge being dismissed by the Commanding Officer or other appropriate authority of the accused after investigation, he may not be tried again for the same offence or in respect of the same circumstances within Belize by either the United Kingdom Service Authorities or the courts of Belize. This sub-paragraph shall not prevent the United Kingdom Service Authorities from trying a member of the British Forces in Belize for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the courts of Belize.

(6) Whenever a member of the British Forces in Belize or civilian component or a dependant is prosecuted under the jurisdiction of Belize he shall be entitled

- (a) To a prompt and speedy trial;
- (b) To be informed a reasonable time in advance of trial of the specific charge or charges made against him;
- (c) To be confronted with the witnesses against him;
- (d) To have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Belize;
- (e) To have legal representation of his own choice for his defence, or to have free or assisted legal representation under the conditions prevailing for the time being in Belize;
- (f) If he considers it necessary, to have the services of a competent interpreter; and
- (g) To communicate with a representative of the Government of the United Kingdom and, when the rules of the Court permit, to have a representative of that Government present at his trial.

CLAIMS

13. (1) The Government of Belize and the Government of the United Kingdom each waive all their claims against the other

- (a) For damage (including loss of use) to property in Belize belonging to, hired or chartered by either of them if such damage was caused by an act of omission of a member of the Armed Forces or other officer or servant of the other Party to this Agreement and arose out of and in the course of his employment as such, or if such damage arose from the use of any vehicle,

vessel or aircraft belonging to, hired or chartered by the other Party to this Agreement and being used for official purposes in Belize;

- (b) For injury or death suffered by a member of its Armed Forces while such member was engaged in the performance of official duties.

(2) Claims (other than contractual claims) in respect of the acts or omissions of a member of the British Forces in Belize or civilian component or other officer or servant of the United Kingdom Government and which arose out of and in the course of his employment as such in Belize other than claims waived by sub-paragraph (1)(a) of this paragraph, shall be expeditiously investigated by the British authorities and settled where liability in accordance with the law of Belize is established; provided that if such a claim arises conjointly out of an act or omission of a member of the British Forces in Belize or civilian component or other officer or servant of the United Kingdom Government and of an act or omission of a member of the armed services or other officer or servant of the Government of Belize done in the course of their employment as such, the two Governments will, after consultation, share equally the cost of settling the claim including all expenses connected therewith.

(3) A member of the British Forces in Belize or civilian component or other officer or servant of the United Kingdom Government shall be held indemnified by the United Kingdom or Belize Government in terms of paragraph 13(2) in respect of a claim to which this paragraph relates or which otherwise arises out of the performance of his official duty.

(4) A member of the British Forces in Belize shall not, in consequence of any civil proceedings in Belize, be taken out of service by any judgement or order of a court of Belize and execution of such judgement or order shall not issue against his person, pay, arms, ammunition, equipment or clothing.

(5) In sub-paragraphs (2) and (3) of this paragraph "civilian component" shall not include civilian personnel employed by an authorised service organisation.

(6) The two Governments shall co-operate in the procurement of evidence for the examination and disposal of claims in which they are concerned.

TAXATION

14. (1) Members of the British Forces in Belize and civilian component shall be exempt from income tax by the Government of Belize on their pay, allowances and other emoluments and benefits (whether in cash or in kind) paid to them as such members and shall also be exempt from any other form of direct taxation.

(2) Members of the British Forces in Belize or of the civilian component, and dependants, shall be exempt from all airport taxes and charges in Belize.

(3) Authorised service organisations shall be exempt from taxation in Belize on any tangible moveable property the presence of which in Belize is due solely to their temporary presence there. This paragraph shall apply to taxation on such property whether levied in respect of its ownership, possession, use or otherwise.

(4) Authorised service organisations shall be exempt in Belize from taxes on income and profits and shall not be liable to the laws of Belize governing the constitution, management, conduct and taxation of companies or other organisations as such.

15. The British Authorities, authorised service organisations and members of the British Forces in Belize and civilian component shall not be required to make national insurance contributions or similar payments under the law of Belize except in respect of persons ordinarily resident in Belize in their employment.

IMPORTS, EXPORTS, ETC.

16. (1) Save as expressly provided to the contrary in this Agreement, members of the British Forces in Belize or civilian component, and dependants, shall be subject to the laws and regulations administered by the customs authorities of Belize.

(2) The British Authorities, units and establishments of the British Forces in Belize and authorised service organisations may import free of duty without licence or other permit equipment, material, vehicles, provisions, supplies and other goods required by them or required for the personal use or consumption of members of those forces or civilian component or of dependants.

(3) Members of the British Forces in Belize or civilian component, and dependants, may import free of duty personal and household effects and furniture; and a member of those forces or civilian component may at the time of, or within a reasonable period after, his entry into Belize, import or purchase locally free of duty a private motor vehicle for his personal use or that of his dependants.

(4) Goods imported or purchased under this paragraph shall not be disposed of within Belize except to another person entitled to the like rights of import as are contained in this Agreement without the prior permission of the Government of Belize. They may, however, be freely exported without payment of duty.

(5) The British Authorities, units and establishments of the British Forces in Belize and authorised service organisations may purchase, without the payment of excise or other like tax, goods grown, produced or manufactured in Belize.

(6) In this paragraph:

(a) "Duty" means customs duties and all other duties, taxes and *ad valorem* registration fees payable on importation and exportation as the case may be, except dues and taxes which are no more than charges for services rendered;

(b) "Importation" includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in Belize.

REMITTANCE OF FUNDS

17. (1) Remittances between Belize and the United Kingdom shall be freely permitted in respect of:

- (a) Funds derived by members of the British Forces in Belize and civilian component from services or employment in connection with their official duties whether as members of the British Forces in Belize or civilian component;
- (b) Official funds of the British Forces in Belize and authorised service organisations; and
- (c) Funds derived by members of the British Forces in Belize or civilian component or dependants or by authorised service organisations from sources outside Belize subject to any laws or regulations of the United Kingdom in that respect.

(2) Remittances from Belize to the United Kingdom shall be freely permitted in respect of funds derived from the proceeds of sale of personal effects, furniture, motor vehicles and other property used by the British Forces in Belize or civilian component or dependants while present in Belize which are disposed of in anticipation of departure from Belize.

DRIVING LICENCES

18. The authorities of Belize shall accept as valid current United Kingdom or International Driving Licences or service driving permits issued to members of the British Forces in Belize and civilian component, and current United Kingdom or International Driving Licences issued to dependants or shall issue, without payment of fee on production of such licence or permits, licences valid in Belize without test and without payment of fees.

ENTRY AND EXIT

19. Provided they are in possession of official identity cards or other documents of identity normally issued to them, members of the British Forces in Belize shall be exempt from passport and visa regulations and immigration requirements on entering or leaving the territory of Belize.

They shall also be exempt from any regulations of Belize on the control of aliens. Dependants of members of such a force and members of the civilian component and their dependants shall be similarly exempt provided they are in possession of valid passports.

SUPPLEMENTARY ARRANGEMENTS

20. Supplementary arrangements between the appropriate administrative authorities of the two Governments may be made from time to time as required for the carrying out of the purposes of this Agreement.

SCHEDULE I

LAND, PREMISES, TRAINING AREAS AND FACILITIES REFERRED TO IN PARAGRAPH 5(2) OF THE ANNEX

<i>Description of property</i>	<i>Approximate area in acres</i>
Airport Camp	128
Plassy Camp	3
Salamanca Camp	20
Rideau Camp	31
Holdfast Camp	23
Cattle Landing Camp	3
Cooma Cairn Camp	4
Ladyville Ammunition Storage	8
Harrier Hide CD	3
Harrier Hide FG	8
Williamson Hanger Complex including Bulk Fuel Installation	7.5
Rapier Site No. 1	0.6
Rapier Site No. 2	0.8
Rapier Site No. 3	1.3
Rapier Site No. 4	0.3
Butcher Radar including Precision Path Indicators	2.1
Cadenas OP	0.6
Cayo OP	2.1
RPL Secure Base Area, Deep Water Port	2
Baldy Beacon	1
RAF Dog Compound	0.7

II

*The Deputy Prime Minister and Minister of Defence and Home Affairs of Belize
to the United Kingdom High Commissioner at Belmopan*

Belmopan, 1 December 1981

No. C 6703/81(13)

Your Excellency,

I acknowledge receipt of your Note of today's date settling out in an annex the arrangements which have been agreed in discussion between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize for the continuing presence in Belize after independence of units of the Armed Forces of the United Kingdom.

2. In reply I have to inform you that the arrangements are acceptable to the Government of Belize who therefore regard your Note, together with its annex and this reply, as constituting an agreement in this matter between our two Governments which shall be deemed to have entered into force on 21st September 1981 and shall continue in force until terminated by agreement between the two Governments.

Sincerely,

C. L. B. ROGERS
Deputy Prime Minister and Minister
of Defence and Home Affairs
