



Treaty Series No. 75 (1966)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland and the
Government of Guyana

regarding the Status of Her Majesty's Forces in Guyana

Georgetown, 26 May 1966

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Commonwealth Affairs
by Command of Her Majesty
November 1966*

LONDON

HER MAJESTY'S STATIONERY OFFICE

ONE SHILLING NET

AGREEMENT
BETWEEN HER MAJESTY'S GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF GUYANA REGARDING THE
STATUS OF HER MAJESTY'S FORCES IN GUYANA

1. Definitions

For the purposes of this Agreement:—

“*Authorised Service Organisation*” means a non-profit-making organisation authorised by the United Kingdom service authorities to accompany the *British Forces in Guyana* in order to provide for the needs of those forces, civilian component and dependants.

“*The British Forces in Guyana*” means the personnel of the armed forces of the United Kingdom who are for the time being present within Guyana but does not include Loaned Personnel;

“*Civilian component*” means the civilian personnel accompanying the *British Forces in Guyana* 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 Guyana* and who are not stateless persons nor nationals of, nor ordinarily resident in, Guyana;

“*Dependant*” means—

- (a) the spouse of a member of the *British Forces in Guyana* 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 Guyana) who is in domestic employment in the household of such member;

“*Loaned Personnel*” means personnel of the armed forces of The United Kingdom loaned for service in the *Guyana Defence Force* under arrangements concluded between the United Kingdom Service Authorities and the Government of Guyana;

“*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 armed forces of the United Kingdom, civilian component and dependants.

2. Composition

The *British Forces in Guyana* 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 Guyana* 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 Guyana*.

3. Jurisdiction

(1) Subject to the provisions of this paragraph—

(a) the United Kingdom Service Authorities shall have the right to exercise within Guyana all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over members of the British Forces in Guyana and civilian component and dependants; and

(b) the courts of Guyana shall have jurisdiction over members of the British Forces in Guyana and civilian component and dependants with respect to offences committed in Guyana and punishable by the law of Guyana.

(2) Where both the courts of Guyana 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 arises out of, and in the course of, the performance of duty as a member of the British Forces or civilian component; or

(b) the offence is an offence against—

(i) the security of the United Kingdom;

(ii) the property of the Government of the United Kingdom;

(iii) the property or person of another member of the British Forces in Guyana, civilian component, dependants, or Loaned Personnel or dependants of Loaned Personnel;

In any other case the Courts of Guyana shall have the primary right to exercise jurisdiction. If the party having the primary right under this Agreement decides not to 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 right in cases where that other party considers such waiver to be of particular importance and in cases of minor offences where the Courts of Guyana have the primary right and where the United Kingdom Service Authorities can impose a punishment by disciplinary action without recourse to a court.

(3) (a) The authorities of Guyana and the United Kingdom Service Authorities will assist each other in the arrest of members of the British Forces in Guyana or civilian component or dependants in the territory of Guyana for the purpose of handing them over to the authority which is to exercise jurisdiction in accordance with the provisions of this paragraph; in particular, the authorities of Guyana will assist in the arrest of members of the British Forces in Guyana who are deserters or absentees from such forces irrespective of the nationality, ordinary residence or domicile of such members.

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

(c) If the courts of Guyana are to exercise jurisdiction over a member of the British Forces in Guyana or civilian component or dependant, the United Kingdom Service Authorities shall have the right to take custody

of him until he is brought to trial by the courts of Guyana and, in any such case the United Kingdom Service Authorities will present him to those courts for investigatory proceedings and trial when required.

(4) (a) The authorities of Guyana and the United Kingdom Service Authorities will assist each other in the investigation and obtaining of evidence in relation to offences.

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

(5) Where a person has been tried in accordance with the provisions of this paragraph by the United Kingdom Service Authorities or the Courts of Guyana and has been convicted or acquitted (which expression includes a complaint found to disclose no offence or a charge which has been dismissed by the Commanding Officer of such person after investigation) he may not be tried again for the same offence or in respect of the same circumstances within Guyana by either, so however, that the provisions of this sub-paragraph shall not have effect so as to prevent the United Kingdom service Authorities from trying a member of the British Forces in Guyana for any violation of rules of discipline which appear to have taken place as part of, or in connection with, an offence for which he was tried by the Courts of Guyana.

(6) Whenever a member of the British Forces in Guyana or civilian component or a dependant is prosecuted under the jurisdiction of Guyana, 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 such witnesses are within the jurisdiction of Guyana;
- (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 Guyana;
- (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.

4. Claims

(1) The Government of Guyana 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 Guyana belonging to, hired or chartered by either of them if such damage was caused by an act or 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 duty, or if such damage arose from the use of a vehicle, vessel or aircraft belonging to, hired or chartered by the other Party to this Agreement and being used for official purposes in Guyana;

(b) for injury or death suffered by a member of its armed forces in the course of his duty.

(2) Claims (other than contractual claims and claims waived by sub-paragraph (1) of this paragraph) in respect of the acts or omissions of a member of the British Forces in Guyana or civilian component or other person directly employed by the British Forces in Guyana which arose out of and in the course of his duty in Guyana shall be dealt with by the authorities of Guyana and settled by such authorities where liability in accordance with the law of Guyana is established.

(3) Claims (other than contractual claims) in respect of the acts or omissions of a member of the British Forces in Guyana or civilian component which arose otherwise than out of and in the course of his duty in Guyana may, at the discretion of the United Kingdom Service Authorities, be dealt with and settled by such authorities.

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

(5) In sub-paragraph (3) of this paragraph "civilian component" shall not include civilian personnel employed by an Authorised Service Organisation.

(6) The authorities of Guyana and the United Kingdom Service Authorities will co-operate in the procurement of evidence for the examination and disposal of claims to which this paragraph relates.

5. Uniform and Arms

Members of the British Forces in Guyana 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.

6. Taxation

(1) Members of the British Forces in Guyana and civilian component shall be exempt from income tax by Guyana 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) Authorised Service Organisations shall be exempt from taxation in respect of any tangible movable property which is in Guyana solely as a consequence of the temporary presence of such organisations, and this sub-paragraph shall apply to taxation on such property whether levied in respect of its ownership, possession, use or otherwise.

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

7. Imports, Exports, etc.

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

(2) Headquarters, units and establishments of the British Forces in Guyana 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 Guyana or civilian component or 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 Guyana, import temporarily free of duty a private motor vehicle for his personal use and that of his dependants.

(4) Headquarters, units and establishments of the British Forces in Guyana and Authorised Service Organisations may purchase, without the payment of excise or other like tax, goods grown produced or manufactured in Guyana.

(5) Goods which have been imported duty free under sub-paragraphs (2) and (3) of this paragraph or purchased free of tax under sub-paragraph (4)—

- (a) may be exported freely and without payment of duty or tax;
- (b) may without payment of duty or tax be sold or otherwise disposed of in Guyana to the United Kingdom Service Authorities, members of the British Forces in Guyana, loaned personnel, civilian component, dependants or Authorised Service Organisations, but if, but for the exemptions conferred by this paragraph, they would be chargeable to duty on importation, or the payment of tax on purchase, they may, if the authorities of Guyana so require, only be sold or otherwise disposed of in Guyana to other persons on payment of duty, or tax, on their current value.

(6) In this paragraph—

“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;

“importation” includes withdrawal from customs warehouses or continuous customs custody, provided that the goods concerned have not been grown, produced or manufactured in Guyana.

8. Driving Licences

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

9. Remittance of Funds

(1) Remittances between Guyana and the United Kingdom shall be freely permitted in respect of—

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

(2) Remittances from Guyana 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 members of the British Forces in Guyana or civilian component while serving in Guyana which are disposed of in anticipation of departure from Guyana.

10. Entry and Exit

Members of the British Forces in Guyana, civilian component and dependants, shall be permitted to enter and leave Guyana freely at any time without the necessity of carrying passports.

11. Postal and Courier Services

(1) The British Forces in Guyana may operate, without restriction, by means of Forces Post Offices established within Guyana, full postal services to, from, and within Guyana, for the use of the British Forces in Guyana, 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.

12. Exemption for Vessels, Vehicles and Aircraft

(1) Vessels, vehicles and aircraft of the British Forces in Guyana, or on charter to such Forces and for the time being exclusively in their service, and vehicles which are the property of Authorised Service Organisations, shall be exempt from any form of compulsory insurance, registration, licensing or compulsory testing.

(2) The movement of vessels, vehicles and aircraft of the British Forces in Guyana (and so far as this sub-paragraph relates to dues and tolls, the movement of vehicles which are the property of Authorised Service Organisations) in and over Guyana and the territorial waters thereof shall be free from compulsory pilotage, harbour charges and all dues and tolls except charges for specific services rendered at the request of the United Kingdom Service Authorities.

13. Land Tenure

(1) Subject to the provisions of sub-paragraph (2) of this paragraph, land and premises at present occupied by the British Forces in Guyana, or Authorised Service Organisations, and training areas and other facilities at present used by the British Forces in Guyana (in particular those at *Atkinson and Takama*) shall continue to be so occupied or used for the duration of this Agreement.

(2) The United Kingdom Service Authorities shall notify the Government of Guyana immediately any land, premises, areas or facilities referred to in sub-paragraph (1) of this paragraph are no longer required for their occupation or use and shall, as soon as is practicable thereafter (and subject to satisfactory arrangements as to reimbursement in respect of land or other assets belonging to the Government of the United Kingdom), vacate or surrender such land, premises, areas or facilities.

Signed this 26th day of May, 1966.

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland.

T. L. CROSTHWAIT.

On behalf of the Government of Guyana.

L. F. S. BURNHAM.

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