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TURKEY



Treaty Series No. 66 (1984)

Agreement ✓

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Turkey
on Certain Commercial Debts

Ankara, 5 December 1980

[The Agreement entered into force on 22 March 1981]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
September 1984*

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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF TURKEY ON
CERTAIN COMMERCIAL DEBTS**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the United Kingdom") and the Government of the Republic of Turkey (hereinafter referred to as "Turkey");

As a result of the Conference regarding the consolidation of Turkish debts held in Paris on 17, 18 and 19 June and 22 and 23 July 1980 at which the Government of the United Kingdom, the Government of Turkey, certain other Governments, the International Monetary Fund, the International Bank for Reconstruction and Development, the Commission of the European Communities and the Organisation for Economic Co-operation and Development were represented;

Have agreed as follows;

ARTICLE 1

Definitions

In this Agreement, unless the contrary intention appears:

- (a) "credit contract" shall mean a credit contract as defined in Article 2(1)(a) of this Agreement;
- (b) "credit period" shall mean in relation to a credit contract the longest period of credit in respect of debts under that contract, and references to credit contracts where the credit is less than one year shall include those contracts which do not provide for any credit to be given;
- (c) "creditor" shall mean a creditor as defined in Article 2(1) of this Agreement;
- (d) "currency of the debt" shall mean sterling or such other currency not being Turkish liras as is specified in the credit contract;
- (e) "debt" shall mean any debt to which, by virtue of the provisions of Articles 2 and 9 of this Agreement and of Schedule 2 to this Agreement, the provisions of this Agreement apply;
- (f) "debtor" shall mean a debtor as defined in Article 2(1) of this Agreement;
- (g) "maturity" in relation to a debt shall mean the date for the repayment thereof under the relevant credit contract or under a promissory note or bill of exchange drawn up pursuant to the terms of such credit contract;

- (h) "payment in Turkish liras" shall mean payment in Turkish liras as specified in Article 3 of this Agreement;
- (i) "the Department" shall mean the Export Credits Guarantee Department of the United Kingdom or any other department which United Kingdom may nominate for the purposes of this Agreement;
- (j) "the 1978 Agreement" shall mean the Agreement between the United Kingdom and Turkey on certain commercial debts signed on 17 November 1978⁽¹⁾;
- (k) "the 1979 Agreement" shall mean the Agreement between the United Kingdom and Turkey on certain commercial debts signed on 20 December 1979⁽²⁾;
- (l) "transfer scheme" shall mean the transfer scheme referred to in Article 4 of this Agreement.

ARTICLE 2

The Debt

1. The provisions of this Agreement shall, subject to the provisions of paragraph 2 of this Article, apply to any debt, whether of principal or of contractual interest accruing up to maturity or of interest charged under the provisions of the 1978 or the 1979 Agreements, owed as primary or principal debtor or as guarantor by the Government of Turkey or by a person or body of persons or corporation resident or carrying on business in Turkey or by any successor thereto (hereinafter referred to as "debtor") to a person or body of persons or corporation resident or carrying on business in the United Kingdom or to any successor thereto (hereinafter referred to as "creditor") provided that:

- (a) the debt arises under or in relation to a contract or any agreement supplemental thereto which was made between the debtor and the creditor for the supply from outside Turkey of goods or services or both or of finance therefor (hereinafter referred to as a "credit contract") which was entered into before 1 January 1980;
- (b) (i) in the case of a debt arising under a credit contract which was not subjected to rescheduling under the provisions of either of the 1978 or 1979 Agreements, either maturity of the debt occurred on or before 30 June 1980 or the credit period is more than one year and maturity of the debt occurred or will occur between 1 July 1980 and 30 June 1983 (both dates inclusive), and in either case where maturity has occurred that debt remains unpaid;

⁽¹⁾ Treaty Series No. 36 (1979), Cmnd. 7529.

⁽²⁾ Treaty Series No. 87 (1980), Cmnd. 8071.

(ii) in the case of a debt due under either the 1978 or 1979 Agreements, such payment was due or will fall due on or before 30 June 1981 and, where the due date for payment has occurred, remains unpaid;

(c) the debt is or will be in respect of a credit contract guaranteed as to payment of that debt under a guarantee issued by the Department; and

(d) the debt is not expressed by the terms of the credit contract to be payable in Turkish liras.

2. The provisions of this Agreement shall not apply to so much of any debt as arises from an amount payable upon or as a condition of the formation of the credit contract or upon or as a condition of the cancellation or termination of the credit contract.

ARTICLE 3

Payments in Turkey in respect of debts

Each payment in Turkish liras by a debtor in respect of a debt shall upon the entry into force of this Agreement or upon payment by the debtor, whichever is the later, become an official obligation of Turkey. The transfer of the debt to the creditors will be made in accordance with the provisions of Article 4 of this Agreement.

ARTICLE 4

Transfer of Payments

Turkey shall ensure that the payments by the debtors shall be transferred to the creditors in the United Kingdom in the currency of the debt in accordance with the transfer scheme set out in Schedule 1 to this Agreement. Turkey shall guarantee the correct and timely transfer of the amounts specified in the credit contracts.

ARTICLE 5

Interest

1. Turkey shall be liable for and shall pay to the creditor interest in accordance with the provisions of this Article on any debt to the extent that it has not been settled by payment to the creditor in the United Kingdom.

2. Interest shall accrue during and shall be payable in respect of the period from maturity until the settlement of the debt by a payment to the creditor and shall be paid and transferred to the creditor concerned in the currency of the debt half-yearly on 1 July and 2 January of each year commencing on 2 January 1981.

3. Interest shall be calculated on the outstanding amount of the debt and shall be paid:

- (a) in the case of the debts specified in Article 2(1)(b)(i), for the period from maturity up to and including 23 July 1980, at the rate specified in the relevant credit contract for interest to be paid on payments which are overdue, or, in the case of payments under bills of exchange or promissory notes drawn pursuant to the terms of such credit contract at the rate specified therein in respect of interest on such payments when overdue and thereafter at the rate of 10.5 per cent per annum, and where no rate is so specified in the credit contract the rate shall be 10.5 per cent per annum;
- (b) in the case of payment of debts specified in Article 2(1)(b)(ii), for the period up to and including the day before the date of signature of this Agreement or up to and including the due date for payment whichever is the later at the rates specified in Article 5 of the 1978 and 1979 Agreements respectively and thereafter at the rate of 10.5 per cent per annum.

ARTICLE 6

Exchange of Information

The Department and the Central Bank of the Republic of Turkey shall exchange all information required for the implementation of this Agreement.

ARTICLE 7

Other Debt Settlements

1. If Turkey agrees with any creditor country other than the United Kingdom terms for the settlement of indebtedness similar to the indebtedness the subject of this Agreement which are more favourable to creditors than are the terms of this Agreement, then the terms for the payment of debts the subject of this Agreement shall, subject to the provisions of paragraphs 2 and 3 of this Article, be no less favourable to creditors than the terms so agreed with that other creditor country notwithstanding any provision of this Agreement to the contrary.

2. The provisions of paragraph 1 of this Article shall not apply in a case where the aggregate of the indebtedness to that other creditor country is less than the equivalent of SDR 1 million.

3. The provisions of paragraph 1 of this Article shall not apply to matters relating to the payment of interest determined by Article 5 hereof.

ARTICLE 8

Preservation of Rights and Obligations

The Agreement and its implementation shall not affect the rights and obligations of creditors and debtors under their credit contracts.

ARTICLE 9

Rules

In the implementation of this Agreement the rules set out in Schedule 2 to this Agreement shall apply.

ARTICLE 10

The Schedules

The Schedules to this Agreement shall form an integral part thereof.

ARTICLE 11

Special Conditions

The provisions of this Agreement relating to the rescheduling of maturities arising under credit contracts and falling due in the two periods between 1 July 1981 and 30 June 1982 inclusive and between 1 July 1982 and 30 June 1983 inclusive shall not become effective unless Turkey has reached, no later than 30 June 1981 and 30 June 1982 for each such period respectively, understandings with the International Monetary Fund on the policy intentions and performance clauses related to the implementation of the Stand-by arrangement between Turkey and the International Monetary Fund up to 17 June 1983.

ARTICLE 12

Entry into force and duration

This Agreement shall enter into force after the necessary constitutional and legal procedures have been completed in both countries.⁽³⁾ This Agreement shall remain in force until the last of the payments to be made to the creditors under Articles 4 and 5 of this Agreement has been made.

In witness whereof the undersigned, being duly authorised thereto, have signed this Agreement.

Done in duplicate at Ankara this 5th day of December 1980.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland

For the Government of the Republic
of Turkey

P. H. LAURENCE

TUNÇ BILGET

⁽³⁾ The agreement entered into force on 22 March 1981.

SCHEDULE 1

Transfer Scheme

1. In respect of each debt arising under a credit contract which was not subjected to rescheduling under the provisions of the 1978 or 1979 Agreements, which fell due on or before 30 June 1980 and which remains unpaid: an amount equal to ten per cent of each debt shall be transferred from Turkey to the United Kingdom in five equal and consecutive annual payments commencing on 2 January 1981, and the remaining amount equal to ninety per cent of each debt shall be similarly transferred by ten equal and consecutive half-yearly payments commencing on 1 July 1985.

2. In respect of each debt arising under a credit contract where the credit period is more than one year which was not subjected to rescheduling under the provisions of the 1978 or 1979 Agreements, which fell due or will fall due between 1 July 1980 and 30 June 1983 (both dates inclusive) and which remains unpaid payments of the debt shall be made as follows:

- (a) debts maturing between 1 July 1980 and 30 June 1981 (inclusive): an amount equal to ten per cent of each debt shall be transferred from Turkey to the United Kingdom in five equal and consecutive annual instalments commencing on 1 July 1981, and the remaining amount equal to ninety per cent shall be similarly transferred by ten equal and consecutive half-yearly payments commencing on 2 January 1986;
- (b) debts maturing between 1 July 1981 and 30 June 1982 (inclusive): an amount equal to ten per cent of each debt shall be transferred from Turkey to the United Kingdom in five equal and consecutive annual payments commencing on 1 July 1982, and the remaining amount equal to ninety per cent shall be similarly transferred by ten equal and consecutive half-yearly payments commencing on 2 January 1987;
- (c) debts maturing between 1 July 1982 and 30 June 1983 (inclusive): an amount equal to ten per cent of each debt shall be transferred from Turkey to the United Kingdom in five equal and consecutive annual payments commencing on 1 July 1983, and the remaining amount equal to ninety per cent shall be similarly transferred by ten equal and consecutive half-yearly payments commencing on 2 January 1988.

3. In respect of each payment of principal or interest which fell due under the 1978 or the 1979 Agreements on or before 30 June 1980 and remains unpaid: an amount equal to ten per cent of each payment shall be transferred from Turkey to the United Kingdom in four equal and consecutive annual payments commencing on 2 January 1981, and the remaining amount equal to ninety per cent shall be similarly transferred by eight equal and consecutive half-yearly payments commencing on 1 July 1984.

4. In respect of each payment of principal or interest which fell due or will fall due under the 1978 or 1979 Agreements between 1 July 1980

and 30 June 1981 (both dates inclusive) and which remains unpaid: an amount equal to ten per cent of each payment shall be transferred from Turkey to the United Kingdom in four equal and consecutive annual payments commencing on 1 July 1981, and the remaining amount equal to ninety per cent shall be similarly transferred by eight equal and consecutive half-yearly payments commencing on 2 January 1985.

SCHEDULE 2

Rules

1. The Department and the Central Bank of the Republic of Turkey shall agree a list of debts to which, by virtue of the provisions of Article 2 of this Agreement, this Agreement applies.

2. Such a list shall be completed as soon as possible. This list may be reviewed from time to time at the request of the Department or of the Central Bank of the Republic of Turkey. The agreement of both the Department and the Central Bank of the Republic of Turkey shall be necessary before the list may be altered or amended or added to.

3. Neither inability to complete the list referred to in paragraphs 1 and 2 of this Schedule nor delay in its completion shall prevent or delay the implementation of the other provisions of this Agreement.

4. Upon the making of a payment in Turkish liras by a debtor pursuant to Article 3 of this Agreement the Central Bank of the Republic of Turkey shall notify the Department.

5. (a) The Central Bank of the Republic of Turkey shall transfer the necessary amounts in the currency of the debt to a bank in the United Kingdom together with payment instructions in favour of the creditor to whom payment is due in accordance with this Agreement.

(b) When making such transfers the Central Bank of the Republic of Turkey shall give the Department particulars of the debts and of the interest calculated in accordance with the provisions of Article 5 of this Agreement to which the transfers relate.