



Treaty Series No. 42 (1968)

Exchange of Letters

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Zambia
concerning the Provision of Personnel of the United
Kingdom Armed Forces to serve as a Training
Team with the Armed Forces of Zambia

Lusaka, 21 February 1968

[The Agreement is deemed to have entered into force on 24 October 1964]

*Presented to Parliament by the Secretary of State for Commonwealth Affairs
by Command of Her Majesty
June 1968*

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EXCHANGE OF LETTERS
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF ZAMBIA CONCERNING
THE PROVISION OF PERSONNEL OF THE UNITED KINGDOM
ARMED FORCES TO SERVE AS A TRAINING TEAM WITH
THE ARMED FORCES OF ZAMBIA.

No. 1

*The United Kingdom High Commissioner at Lusaka to the Minister of
Finance and Acting Minister for Foreign Affairs of the Republic of Zambia*

*British High Commission,
Lusaka.*

21 February, 1968.

My dear Minister,

I refer to the discussions which have taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Zambia concerning the provision of personnel of the United Kingdom Armed Forces to serve as a Training Team with the Armed Forces of Zambia.

In the course of these discussions it was agreed that the arrangements for the provision of such personnel should be those set out in the Appendix to this letter.

It was further agreed that such arrangements will be reviewed at the request of either Government at any time and that following any such review either Government may give the other notice of termination of this arrangement at the expiration of one year from the giving of the notice, except that no notice will be given before 31 December, 1968.

I propose that, if these arrangements are acceptable to the Government of the Republic of Zambia, this letter and its Appendix together with your reply to that effect, shall be regarded as constituting an Agreement on this matter between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Zambia, which shall be deemed to have entered into force on 24 October, 1964.

Yours sincerely,

J. L. PUMPHREY.

APPENDIX

THE TRAINING TEAM AGREEMENT

Definitions

1. "Dependant", in relation to a person means:

the spouse of that person ; or

any individual wholly or mainly maintained by, or in the custody or charge of, that person, or who forms part of his family ; or

any other individual (not being a national of nor ordinarily resident in the Receiving State) who is in domestic employment in the household of that person ;

"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 and their dependants ;

"Service Regulations" means any Statute, Order, Regulation, Warrant or Instruction relating to naval, military or air forces ;

"Unit" includes a headquarters, ship or establishment ;

"the Receiving State" means the Republic of Zambia ;

"Other ranks" includes all personnel of any of the United Kingdom Armed Forces who do not hold a commissioned rank ;

"entitled Dependants" means the spouse of a member of the British Training Team or his dependants for whom the United Kingdom Government have provided or will provide a free passage to or from the Receiving State.

Composition

2.—(a) The Government of the United Kingdom will endeavour to obtain volunteers from the Armed Forces of the United Kingdom to form a British Training Team, the size and composition of which will be agreed from time to time between the Receiving State and the Government of the United Kingdom.

(b) The British Training Team is a unit of the United Kingdom Armed Forces whose task is to give training, advice and assistance to the Armed Forces of the Receiving State.

(c) The Commander of the British Training Team will be responsible to the Government of the United Kingdom through his British service superiors for the discipline and efficiency of his team.

Relationship with the Armed Forces of the Receiving State

3.—(a) Members of the British Training Team shall be treated, except in so far as this Appendix otherwise provides, as members of the Armed Forces of the Receiving State of equivalent rank.

(b) The Commander of the British Training Team will provide training advice and assistance within the limits of his capabilities in accordance with the requirements of the Commander of the Armed Forces of the Receiving State.

(c) Members of the British Training Team will not normally be given executive responsibility in the Armed Forces of the Receiving State. However, where in the course of his duties as a member of the British Training Team an officer or other rank is given such responsibility, he shall have powers of command over any member of the Armed Forces of the Receiving State, as if he were a member of the Armed Forces of the Receiving State of relative rank and will be required to obey orders or instructions of superior officers under whose command he is placed, provided that such orders or instructions are not inconsistent with his duties under United Kingdom Service Regulations, and would if given by anyone subject to those Regulations constitute a lawful command under those Regulations.

(d) Members of the British Training Team shall not be subject to the Service Regulations of the Receiving State nor to the jurisdiction of any authority, court or tribunal deriving its constitution or powers under the Service Regulations of the Receiving State.

(e) Members of the British Training Team shall not take part in hostilities or other operations of a warlike nature undertaken by the Armed Forces of the Receiving State nor, without the consent of the Government of the United Kingdom, in the operations of those forces which are concerned with the preservation of peace, with internal security or with the enforcement of law and order.

(f) Members of the British Training Team and their dependants shall not be subject to any legislation in the Receiving State relating to liability for compulsory service of any kind.

(g) Married members of the British Training Team will normally be accompanied by their wives and other dependants, subject to prior consultation between the Receiving State and the Senior United Kingdom officer of the Service of the United Kingdom Armed Forces to which the individual belongs.

Jurisdiction

4.—(a) Subject to the provisions of this paragraph—

- (1) the United Kingdom Service Authorities shall have the right to exercise within the Receiving State or on board any ship or aircraft of the Receiving State all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over members of the British Training Team and their dependants ; and
- (2) the Courts of the Receiving State shall have jurisdiction over members of the British Training Team and their dependants with respect to offences committed in the Receiving State and punishable by the law of the Receiving State.

(b) Where both the Courts of the Receiving State 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—

- (1) 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 Training Team or a dependant of such a member ; or

- (2) the offence arises out of an act or omission done in the course of official duty.

In any other case the Courts of the Receiving State shall have the primary right to exercise jurisdiction. If the State having the primary right decided not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance and in cases of minor offences where the Courts of the Receiving State have the primary right and where the United Kingdom Service Authorities can impose a suitable punishment by disciplinary action without recourse to a court.

(c)—(1) The authorities of the Receiving State and the United Kingdom shall assist each other in the arrest of members of the British Training Team or their dependants in the territory of the Receiving State for the purpose of handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions ;

(2) the authorities of the Receiving State shall notify the British High Commissioner promptly of the arrest of a member of the British Training Team, or his dependants ;

(3) the authorities of the United Kingdom, if the Courts of the Receiving State are to exercise jurisdiction over a member of the British Training Team or a dependant of a member shall have the right to take custody of him until he is brought to trial by the Courts of the Receiving State: provided that the authorities of the United Kingdom undertake to present him to those Courts for Investigatory proceedings and trial when required.

(d)—(1) The authorities of the Receiving State and the United Kingdom will assist each other in the Investigation and obtaining of evidence in relation to offences ;

(2) the authorities of the Receiving State and of the United Kingdom shall notify each other of the disposition of all cases in which both the Courts of the Receiving State and the United Kingdom Service Authorities have the right to exercise jurisdiction.

(e) Where an accused has been tried in accordance with the provisions of this paragraph by the United Kingdom Service Authorities or the Courts of the Receiving State 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 the Receiving State by either. This sub-paragraph shall not prevent the United Kingdom Service Authorities from trying a member of the British Training Team 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 the Receiving State.

(f) Whenever a member of the British Training Team or a dependant of such a member is prosecuted under the jurisdiction of the Receiving State, he shall be entitled—

- (i) to a prompt and speedy trial ;

- (ii) to be informed a reasonable time in advance of trial of the specific charge or charges made against him ;
- (iii) to be confronted with the witnesses against him ;
- (iv) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of the Receiving State ;
- (v) 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 the Receiving State ;
- (vi) if he considers it necessary, to have the services of a competent interpreter ; and
- (vii) 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.

(g) A death sentence shall not be carried out in the Receiving State by the United Kingdom Service Authorities if the law of the Receiving State does not provide for such punishment in a similar case.

Claims

- 5.—(a)—(i) The Government of the Receiving State waives any claim which it may have against a member of the British Training Team and the Government of the United Kingdom for damage to any property of the Receiving State caused by such a member in the course of his service in that capacity or for the death or injury to any member of the Armed Forces of the Receiving State so caused ;
- (ii) the Government of the United Kingdom waives any claims which it may have against the Receiving State for the death of or injury to a member of the British Training Team caused by a member of the Armed Forces of the Receiving State in the course of his service in that capacity.

(b) All claims arising out of acts or omissions of members of the British Training Team done or omitted in the course of their service as such shall be dealt with by the Receiving State (or, in the case of claims brought or made in the United Kingdom by the Government of the United Kingdom) and in all cases settled at the cost of the Receiving State.

(c) A member of the British Training Team shall not be subject to any proceedings for the enforcement of any judgment given against him in the Receiving State in a matter which arises in the course of his service as such a member.

(d) Nothing in this paragraph shall prevent the Receiving State from holding a member of the British Training Team responsible for loss of or damage to public or service property (which includes only property of or held for any department of the Receiving State or the Armed Forces of the Receiving State) in their charge or care shown to be due to an act or omission involving fraud or dishonesty or to misconduct in the performance of official duty. The arrangements for the mode of assessment of compensation in such cases shall be those set out in the Second Schedule to this Appendix.

(e) The Government of the Receiving State shall make good or pay compensation for loss or damage to uniform and Service equipment (but not for personal effects) of members of the British Training Team occasioned by the performance of their military duties or while in transit to or from the Receiving State.

(f) The Government of the Receiving State will give the same consideration to the claims of members of the British Training Team for the loss or damage arising out of civil disturbances or riots to personal effects (including household goods, motor cars and motor cycles) as it does in the case of its own civil servants.

Taxation

- 6.—(a)—(i) the presence in the Receiving State of members of the British Training Team shall not be regarded as constituting residence or domicile in the Receiving State for the purposes of determining the incidence of income tax which depends on residence or domicile ;
- (ii) members of the British Training Team shall be exempt from income tax by the Receiving State 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, *e.g.* personal or poll tax.

Imports, exports, etc.

7.—(a) Subject to the provisions of this paragraph, the British Training Team may import free of duty equipment, provisions, supplies and other goods required for official purposes including provisions, supplies and other goods required for the personal use or consumption of members of the British Training Team and their dependants.

(b) No goods nor any part of such goods imported under the provisions of sub-paragraph (a), whether they be used or unused, shall be sold or otherwise disposed of so as to come into the possession of or be consumed by any person who is not legally entitled to import such goods free of duty at the rate leviable at the date of such sale or disposal.

(c) A member of the British Training Team may—

- (i) import free of duty his personal effects together with any additional furniture and household goods he may require within six months of his first arrival in the Receiving State or within such longer period as the Controller of Customs may allow ;
- (ii) on one occasion during the period of his service with the British Training Team import a motor vehicle free of duty for his personal use.

(d) subject to the provisions of sub-paragraphs (f) and (g) no goods, nor any part of such goods, which are imported or purchased under the provisions of this paragraph shall be disposed of within the Receiving State, except to another member of the British Training Team, without prior permission of the Receiving State.

(e) Goods imported or purchased under the provisions of this paragraph may be exported at any time without payment of duty.

(f) Goods imported under the provisions of sub-paragraph (c) (i) may be sold, without the payment of duty to anyone in the Receiving State within a period of one month immediately preceding or immediately following the end of the member's tour of duty.

(g) A motor vehicle imported or purchased under the provisions of sub-paragraph (c) (ii) may not be sold during a member's tour of duty without payment of duty except—

(i) to another member ;

(ii) to anyone in the Receiving State within the period of one month immediately preceding or immediately following the end of a member's tour of duty in the Receiving State if the motor vehicle is at least twelve months old.

(h) In this paragraph "duty" means customs duties, purchase tax and all duties and taxes payable upon importation or exportation of any goods, except any duty which is charged for services rendered.

Driving licences

8. The authorities of the Receiving State shall accept as valid United Kingdom or International Driving Licences or service driving permits, issued to members of the British Training Team and United Kingdom or International Driving Licences issued to their dependants, or issue, on production of such licences or permits, licences valid in the Receiving State without test.

Remittance of funds

9.—(a) Remittances between the territory of the Receiving State and the territory of the United Kingdom shall be freely permitted in respect of—

(1) funds derived by members of the British Training Team from services or employment in connection with their official duties whether as members of the United Kingdom Armed Forces or as members of the British Training Team ;

(2) funds derived by members of the British Training Team or dependants from sources outside the Receiving State subject to any laws or regulations of the United Kingdom in that respect.

(b) Remittances from the Receiving State 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 Training Team while serving in the Receiving State which are disposed of in anticipation of the termination of service with the British Training Team.

Movement, entry and exit

10. No restriction shall be placed on the freedom of movement of members of the British Training Team and their dependants into and out of the Receiving State and within the Receiving State, such members and their dependants shall have the same freedom of movement as is accorded to citizens of the Receiving State.

Uniform and arms

11. Members of the British Training Team will normally wear the uniform and insignia of the Armed Forces of the Receiving State ; all

members of the British Training Team may possess and carry arms when authorised to do so by the United Kingdom Service Authorities or those of the Receiving State.

Pay and allowances

12. The Government of the United Kingdom will, in accordance with United Kingdom Service Regulations, pay members of the British Training Team the pay and emoluments of the ranks which they hold during their period of service with the Team.

Period of service

13.—(a) The period of service with the British Training Team will be from the day upon which the individual ceases to do duty with the Force in which he last served before serving with the British Training Team until the day upon which he is taken back on the strength of the United Kingdom Armed Forces.

(b) the period will include—

(i) embarkation leave before embarking ;

(ii) a tour of duty as follows—

(aa) for all officers and other ranks the initial tour or any tour which is not consecutive will be for a period of 2½ years in the Receiving State ;

(bb) not less than 9 months before completion of their initial tour officers and other ranks may volunteer to serve a further consecutive tour of 2 years in the Receiving State ;

(cc) all tours include leave taken during the tour ;

(dd) shorter or longer tours may be agreed between the Government of the United Kingdom and the Receiving State in special cases ;

(iii) end of tour leave (which may be taken in the United Kingdom) consisting of—

(aa) disembarkation leave of fourteen days ;

(bb) one additional day for each month of the period of service with the British Training Team (excluding end of tour leave) in excess of six months ;

(cc) any annual leave due during the tour of duty but not taken up to a maximum of one-quarter of the leave entitlement for each year of the period of service with the British Training Team.

Leave

14. The leave entitlement for members of the British Training Team shall be as follows—

(a) embarkation leave—14 days ;

(b) annual leave—a maximum of 42 days of which one-quarter may be postponed and included in the end of tour leave in accordance with paragraph 13 (b) (iii) ;

(c) end of tour leave—calculated in accordance with paragraph 13 (b) (iii) ;

(d) compassionate leave or other leave—in accordance with United Kingdom Service Regulations and practice.

Married members of the British Training Team not accompanied by their wives will be entitled to take leave in the United Kingdom once during the tour of duty in accordance with United Kingdom Service Regulations. When so taken leave shall be deemed to commence on the day upon which the individual reaches the first point of disembarkation in the United Kingdom and to cease on the day upon which the individual embarks in the United Kingdom for the Receiving State providing that both journeys to and from the United Kingdom are by air.

Rank and Promotion

15.—(a) If members of the British Training Team are selected to fill executive posts in the Armed Forces of the Receiving State higher in rank than their substantive rank they will be granted temporary or acting rank in accordance with United Kingdom Service Regulations and any subsequent relinquishment will also be in accordance with those Regulations.

(b) Members of the British Training Team will be eligible for promotion or advancement in accordance with United Kingdom Service Regulations.

Termination of Service

16.—(a) If a member of the British Training Team neglects or refuses to perform his duties, or becomes unable to perform his duties by reason of disciplinary action, ill health or for any other reason, or misconducts himself or is unsuitable or inefficient, the Receiving State, after consultation with the Commander of the British Training Team, may request the termination of the service of the individual with the British Training Team.

(b) In the event of an unforeseen reduction in the establishment of the armed forces of the Receiving State or in the requirement of the Receiving State for the service of a member of the British Training Team the service of that individual may be terminated after 6 months previous notice has been given to the British High Commission.

(c) If the Commander of the British Training Team is of the opinion that that individual has strong compassionate grounds for being relieved of his obligation to complete a full tour of duty, the service of that individual with the British Training Team will terminate on a date to be agreed between the Receiving State and the British High Commission.

(d) The United Kingdom Government reserves the right to withdraw the services of any or all members of the British Training Team after consultation with the Receiving State.

Applicability of United Kingdom Service Regulations

17. All members of the British Training Team will remain subject to United Kingdom Service Regulations and such members shall at all times be and remain subject to all powers exercisable by the United Kingdom Service Authorities under United Kingdom Service Regulations.

Employment

18. Members of the British Training Team shall not be employed otherwise than in the capacities for which they were selected without the concurrence of the United Kingdom Service Authorities.

Nominations

19. The nominations of any officer or other rank shall be subject to the acceptance of the Receiving State who may refuse to accept such officer or other rank if, on grounds of qualification, experience, suitability or other consideration such nomination is not considered by the Receiving State to be acceptable.

Obligations of the Receiving State

20.—(a) Receiving State will pay to the United Kingdom Government a contribution equal to the total amount of Gross Pay and Marriage Allowances of members of the British Training Team as issuable by the United Kingdom Government. Such contribution will be made by the payment of a sum in advance at the commencement of each quarter (the amount being an estimate of the amount of Gross Pay and Marriage Allowances to be agreed from time to time by the appropriate department of the Government of the Receiving State and the British High Commission) and the payment or allowance as the case may be at the end of each quarter of a sum to adjust the advance payment to the actual amount of Gross Pay and Marriage Allowance. “Gross Pay” in this section means the total sums issuable as pay (before making any deductions authorised by the Law of the United Kingdom whether for tax or otherwise) to members of the British Training Team under United Kingdom Service Regulations, other than sums issuable as Language Pay or Service Pay in respect of service with the British Training Team.

(b) The Receiving State will provide for or in respect of members of the British Training Team the facilities and benefits (or cash in lieu) listed in the First Schedule to this Appendix.

(c) The Receiving State will pay to individuals whose service terminated pursuant to paragraph 16 (b) of this Appendix the balance of the Zambian Service Pay in respect of service with the British Training Team the individual would have received had he completed his full tour, or for six months whichever is the less.

(d) All payments and benefits made or given by the Receiving State under this Appendix to members of the British Training Team shall be made free of taxes of the Receiving State and such members and their dependants shall not be liable for assessment in respect of any taxes or duties of the Receiving State in respect of such payments and benefits.

(e) The Receiving State will pay Disturbance Allowance at United Kingdom rates and in accordance with United Kingdom Service Regulations in respect of members of the British Training Team accompanied by their dependants for their move to the Receiving State at the commencement of their tour of duty.

Payments by the United Kingdom Government

21.—(a) The United Kingdom will make payments to and in respect of members of the British Training Team (subject to the recovery of the contribution referred to in paragraph 20) as follows:—

- (i) all pay, including Zambian Service Pay in respect of Service with the British Training Team but excluding any Language Pay provided for in this Appendix or in the Schedule hereto ;

- (ii) all allowances other than those for which the Receiving State is responsible under this Appendix ;
- (iii) all pensions, gratuities and similar benefits, and the employers share of the United Kingdom National Insurance contributions ;
- (iv) travel expenses as follows—
 - (aa) the cost of all passages of members of the British Training Team and entitled dependants to the port or airfield of first disembarkation in the Receiving State and from the port or airfield of final embarkation in the Receiving State made on any of the following occasions—
 - Commencement of service with the British Training Team ;
 - Termination of service with the British Training Team ;
 - Leave to the United Kingdom of married personnel not accompanied by their wives ;
 - Travel for United Kingdom purposes outside the Receiving State required or authorised by United Kingdom Service Authorities ;
 - (bb) the cost of all passages of members of the British Training Team and entitled dependants (including travel within the Receiving State where necessary) made for the following purposes or occasions:—
 - Visits of children of such members receiving education or residing elsewhere than in the Receiving State ;
 - Medical treatment in the United Kingdom authorised for such members or entitled dependants ;
 - Compassionate leave of such members or related arrangements for dependants ;
 - Compassionate visits by next-of-kin to such members in accordance with United Kingdom Service Regulations.
- (v) funeral expenses in the event of death of such members during the tour ;
- (vi) medical treatment of such members and their dependants while in the United Kingdom or in transit to or from the United Kingdom.

THE FIRST SCHEDULE

FACILITIES AND BENEFITS IN CASH OR KIND TO BE PROVIDED BY THE GOVERNMENT OF ZAMBIA TO MEMBERS OF THE BRITISH TRAINING TEAM

1. The Zambia Government will provide members with working accommodation, equipment, transport and supplies necessary for the satisfactory performance of their duties.

2. The Zambia Government will provide members with such benefits in kind as are normally accorded to members of the United Kingdom Armed Forces when overseas, or such other benefits in general as may be agreed with the United Kingdom Government ; no charge for these benefits is to be levied against either the United Kingdom Government or the members except as indicated in sub-paragraphs (b) (i) and (b) (iii) below. In particular the Zambia Government will:—

(a) Provide messing facilities, furnished accommodation with fuel and light free of charge for married persons not accompanied by dependents and single persons to the scales and standards comparable with those obtaining for the United Kingdom Armed Forces serving overseas. This includes a free house or quarter with free light fuel and water for single or married unaccompanied officers of the rank of Lieutenant Colonel, Wing Commander and above who are in command.

(b) (i) in normal circumstances provide for married accompanied personnel from the date of their arrival in Zambia with family accommodation furnished to Zambia Civil Service standards, together with light, fuel and water, the Zambia Government being entitled to recover from such personnel fuel and light and water charges at Zambia civilian rates. A refrigerator will be provided in each house at a hire charge of 10s. 0d. per month ; in addition the following monthly rents will be payable:—

Lt. Col. or equivalent and above...	£10	0s.	0d.
Major or equivalent	£8	0s.	0d.
Captain or equivalent	£5	0s.	0d.
Lieutenant or equivalent	£5	0s.	0d.
WO 1 or equivalent	£4	0s.	0d.
WO 2 and below or equivalent...	£3	0s.	0d.

(ii) where Government quarters or approved hired accommodation are not available the Zambia Government will provide rent assistance. The scales of rent assistance will be the element provided for accommodation in the United Kingdom Local Overseas Allowance payable to United Kingdom Armed Forces from time to time ;

(iii) pay for up to 3 weeks full hotel or hostel expenses of married accompanied persons and their dependants to a scale and standard appropriate to the equivalent ranks of the United Kingdom Armed Forces serving in Zambia when suitable accommodation

is not available on their arrival in Zambia. In this case the Zambia Government may claim from the member of the British Training Team the amount he would otherwise have paid for his quarters (at Zambia rates) plus a sum in respect of food supplied to himself and his dependants over 4 years of age which, in the case of a dependant over 12 years of age shall be calculated at the current United Kingdom Service rate of ration allowance payable in Zambia to United Kingdom personnel and in the case of a dependant between 4 and 12 years of age, shall be calculated at half that rate ;

- (iv) pay hotel or hostel expenses on the same basis as in paragraph 2 (b) (iii) for up to 1 week on the departure of married accompanied members.
- (c) Provide members of the British Training Team with batmen or servants on the scale of two per Colonel or Brigadier (or equivalent), one per other officer and one per WO Class 1.
- (d) (i) Provide members, their wives and their entitled dependants resident locally with free medical, hospital, dental and optical treatment (including free drugs) and surgical aids and appliances (including spectacles and dentures) to the same extent as and to the standards which are provided for United Kingdom Armed Forces serving overseas ;
 - (ii) provide hospital treatment for all ranks and their dependants in Class 1 wards or equivalent in local hospitals ;
 - (iii) provide free transport and payment for medical treatment (including transport to the nearest hospital outside the United Kingdom judged by the Senior British Medical Officer or, in the absence of a British Medical Officer, a medical officer nominated by the High Commissioner, to be of appropriate standards for the particular case) in cases where adequate treatment or facilities are not available in the Receiving State.
- (e) Provide members of the British Training Team with free transport between their residence and place of duty or a refund of expenses in lieu at the rate of 4d. per mile for journeys of 2 miles or more ; provided that the current arrangements will be retained for members who were members of the British Training Team on the 20th of May, 1967.
- (f) (i) Provide free education facilities at Government Schools (including necessary school books) or grants in lieu, suitable for members' children who are over five years of age, to a standard or amount such as would be provided for children of the United Kingdom Armed Forces serving overseas ;
 - (ii) provide, also, free transport (or an allowance in lieu) for children travelling between their homes and school ;
 - (iii) where day schools are not available and boarding school education is provided, under the terms of paragraph (f) (i), parents will pay a sum towards the cost of boarding according to their service emoluments, in accordance with United Kingdom Service Regulations.

- (g) Provide entitled officers with an entertainment allowance at the appropriate Zambia Service rate.
- (h) Pay members who travel on duty, appropriate travelling allowances, refund of hotel and travelling expenses and motor mileage allowance at rates and under conditions prescribed by Zambia Service Regulations.
- (j) Pay married members who move with their families from one place of duty to another within Zambia disturbance allowance tax free at rates and under the conditions prescribed for overseas officers of the Civil Service of Zambia.
- (k) Provide free leave travel for members to any location in Zambia by rail once per year, or an allowance not exceeding £20 if leave is taken to locations off the line of rail.
- (l) (i) Provide an outfit allowance (or an issue in kind) to officers and other ranks for the purchase of items of uniform particular to the Zambia Armed Forces or not provided for in British Service Tropical Kit allowance, where such uniform has to be provided. This arrangement will apply at the commencement of each tour of duty which is not a consecutive tour ;
- (ii) provide and maintain other ranks with tropical kit worn in the Zambia Armed Forces.
- (m) Provide a loan at 6 per cent interest as follows, which must be repaid before the end of tour, for the purchase of a motor car up to the following maxima :—

Lieutenant-Colonel or equivalent and above	£750
Major/Captain or equivalent...	£600
Subaltern or equivalent	£500
Other ranks	£400

- (n) Pay Language Pay bonus in accordance with the appropriate regulations to members who pass the prescribed examination.
- (o) Provide an interest-free loan to all married accompanied members, and to single or unaccompanied married officers in command, for the purchase of items of furniture and equipment not provided in Government quarters at the following rates :—

Officers	up to £250
Other ranks	up to £200

this loan will be repaid by the end of the tour on a monthly repayment basis. Should an officer or other rank have his tour terminated prematurely by the Zambia Government through no fault of his own, the repayment of the outstanding amount of his loan will be waived.

- (p) Move members and their entitled dependants and their baggage at the class and at rates not less than those accorded to members of the United Kingdom Armed Forces serving overseas.

3. Members may also be allowed the use of all appropriate recreational, local leave, mess and welfare facilities that are available for the Zambia Armed Forces.

4. The Zambia Government will provide and maintain or meet the cost of providing and maintaining all special protective or flying clothes, working clothes and other service clothing and equipment made necessary by service with the British Training Team (except items of uniform for which provision is made in paragraph 2 (1) of this Schedule).

5. Any facilities or benefits to be provided by the Zambia Government listed in this Schedule which are not so provided, may be provided by the United Kingdom, the cost being recoverable from the Zambia Government.

THE SECOND SCHEDULE

PROCEDURE FOR DEALING WITH LOSS OR DAMAGE TO SERVICE PROPERTY

(a) If the Service Authorities of the Receiving State are of the opinion that the circumstances set out in paragraph 5 (d) of the Appendix or any of such circumstances have arisen the procedure set out in the following paragraphs shall apply:—

- (i) The Service Authorities of the Receiving State shall give to the United Kingdom Service Authorities full particulars of the loss or damage including all records of proceedings, depositions, statements and of the evidence relating thereto.
- (ii) The United Kingdom Service Authorities concerned shall make or cause to be made such investigations as they shall think fit and if satisfied that the loss or damage was occasioned by any such act or omission or misconduct as is mentioned in paragraph 5 (d) of the Appendix, the member of the British Training Team shall be invited to pay as or towards compensation for the loss or damage such sum as the United Kingdom Service Authorities shall in their discretion assess to be the amount which would have been awarded under United Kingdom Service Regulations had such loss or damage been occasioned to United Kingdom public or Service property or funds and the proceedings and investigations prescribed by United Kingdom Service Regulations been made.

(b) If payment is made of the sum assessed in sub-paragraph (a) (ii) it shall be accepted by the Receiving State in full and final settlement of any claims which the Receiving State may have against the member in question under the laws of the Receiving State in respect of such loss or damage.

No. 2

*The Minister of Finance and the Acting Minister for Foreign Affairs of
the Republic of Zambia to the United Kingdom High Commissioner at
Lusaka*

*Ministry of Foreign Affairs,
Lusaka,*

21st February, 1968.

My dear High Commissioner,

I have received your letter of today's date setting out in an Appendix the arrangements agreed in discussions in respect of the provision of personnel of the United Kingdom Armed Forces to serve as a Training Team with the Armed Forces of Zambia.

In reply I have to inform you that the proposed arrangements are acceptable to the Government of the Republic of Zambia, who, therefore, agree that your letter together with its Appendix and this reply shall be regarded as constituting an Agreement between our two Governments on this matter, which shall be deemed to have entered into force on 24th October, 1964.

Yours sincerely,

E. H. K. MUDENDA.

[Enclosure as in No. 1.]

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