



Treaty Series No. 100 (1967)

Exchange of Letters

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

concerning the provision of personnel of the
United Kingdom Armed Forces to assist in the staffing,
administration and training of the Armed Forces
of Guyana

Georgetown, 15 June 1967

[The Agreement entered into force on 26 May 1966]

*Presented to Parliament by the Secretary of State for Commonwealth Affairs
by Command of Her Majesty
December 1967*

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**EXCHANGE OF LETTERS
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF GUYANA CONCERNING THE PROVISION OF
PERSONNEL OF THE UNITED KINGDOM ARMED FORCES TO
ASSIST IN THE STAFFING, ADMINISTRATION AND
TRAINING OF THE ARMED FORCES OF GUYANA**

No. 1

*The United Kingdom Acting High Commissioner at Georgetown to the
Prime Minister of Guyana*

*British High Commission,
Georgetown,
15th June, 1967*

My dear Prime Minister,

I have the honour to refer to the discussions which have taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of Guyana concerning the provision of personnel of the United Kingdom Armed Forces to assist in the staffing, administration and training of the Armed Forces of Guyana.

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.

I have the honour to propose that, if these arrangements are acceptable to the Government of Guyana, this Letter, together with its Appendix and your reply to that effect shall be regarded as constituting an Agreement in this matter between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Guyana which shall be deemed to have entered into force on the 26th day of May, 1966.

Yours sincerely,
MARTIN REID.

APPENDIX

Definitions

1. "Dependant", in relation to a Loaned Person means—
the spouse of that Loaned Person; or
any person wholly or mainly maintained by, or in the custody or charge of, or who forms part of the family of that Loaned Person; or
any other person (not being a national of nor ordinarily resident in Guyana) who is in domestic employment in the household of that Loaned Person;

“Entitled Dependants” means the spouse of a member of the Loaned Personnel and his dependants for whom the United Kingdom Government or, in the case of personnel serving with the Armed Forces of Guyana on 26th May, 1966, the Government of Guyana has provided or will provide a free passage to or from Guyana;

“Loaned Personnel” means personnel of the land, sea or air Armed Forces of the United Kingdom who are for the time being present within Guyana assisting in the staffing, administration and training of the Armed Forces of Guyana and “Loaned Person” and “Loan” shall be construed accordingly;

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

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

“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;

“Unit” includes a headquarters, ship or establishment.

Composition

2. Loaned personnel will be volunteers from the regular Armed Forces of the United Kingdom.

Relationship with the Armed Forces of Guyana

3. (a) Loaned Personnel shall be treated except in so far as this Appendix otherwise provides as members of the Armed Forces of Guyana.

(b) A Loaned Person shall, in particular have powers of command over any member of the Armed Forces of Guyana as if he were a member of the Armed Forces of Guyana of equivalent 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 consistent 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.

(c) Loaned Personnel shall take precedence with members of the Armed Forces of Guyana of equivalent or corresponding rank and in accordance with the dates of their respective appointments to such rank.

(d) Loaned Personnel shall not be subject to the Service Regulations of Guyana nor to the jurisdiction of any authority, court or tribunal deriving its constitution or powers under the Service Regulations of Guyana.

(e) Loaned Personnel and their dependants shall not be subject to any legislation in Guyana relating to liability for compulsory service of any kind.

(f) Married Loaned Personnel will normally be accompanied by their wives and other dependants, subject to prior consultation between the Government of Guyana 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—

- (i) 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 Loaned Personnel and their dependants; and
- (ii) the courts of Guyana shall have jurisdiction over Loaned Personnel and their dependants with respect to offences committed in Guyana and punishable by the law of Guyana.

(b) Where both the courts of Guyana and the United Kingdom Service Authorities have the right to exercise jurisdiction in respect of an offence, the United Kingdom Service Authorities shall have the primary right to exercise jurisdiction if—

- (i) the offence arises out of, or in the course of, the performance of duty as a Loaned Person; or
- (ii) the offence is an offence against the property or security of the United Kingdom, or against the property or person of another Loaned Person or a dependant of a Loaned Person.

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 Appendix 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.

(c) (i) the authorities of Guyana and the United Kingdom Service Authorities shall assist each other in the arrest of Loaned Personnel or their 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;

(ii) the authorities of Guyana shall notify the United Kingdom Service Authorities promptly of the arrest of a Loaned Person, or his dependant;

(iii) if the courts of Guyana are to exercise jurisdiction over a Loaned Person or his 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 shall present him to those courts for investigatory proceedings and trial required.

(d) (i) the authorities of Guyana and the United Kingdom Service Authorities shall assist each other in the investigation and obtaining of evidence in relation to offences;

(ii) the authorities of Guyana and the United Kingdom Service Authorities shall 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.

(e) 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 Loaned Person for any violation of rules of discipline which appears to have taken place as part of, or in connection with, an offence for which he was tried by the courts of Guyana.

(f) Where a Loaned Person or his dependant is prosecuted under the jurisdiction of Guyana, 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 Guyana;
- (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 Guyana;
- (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.

Claims

5. (a) The Government of Guyana waives all claims against the Government of the United Kingdom, or any Loaned Person, in respect of damage to any property of the Government of Guyana, or death or injury of a member of the Armed Forces of Guyana, where such damage, or death or injury, is caused by the act or omission of such Loaned Person, and arose out of, and in the course of, his duty as such.

(b) The Government of the United Kingdom waives all claims against the Government of Guyana in respect of the death or injury of a Loaned Person where such death or injury is caused by the act or omission of a member of the Armed Forces of Guyana and arose out of, and in the course of, his duty as such.

(c) Claims (other than claims waived by sub-paragraphs (a) and (b) of this paragraph) in respect of the acts or omissions of any Loaned Person which arose out of and in the course of his duty as such in Guyana shall

be dealt with by the authorities of Guyana, and the Government of Guyana shall indemnify every such person against any award of costs or damages which may, in any court proceedings relating to such claims, be made against him.

(d) A Loaned Person shall not be subject to any proceedings for the enforcement of any judgment given against him in Guyana in a matter which arises in the course of his service as a Loaned Person.

Losses and damages

6. (a) The Government of Guyana shall make good or pay compensation for loss or damage to the uniform and equipment of Loaned Personnel where such loss or damage is occasioned by the performance of military duties including while in transit to and from Guyana.

(b) The Government of Guyana shall make good or pay compensation for, loss or damage arising out of civil disturbances or riots to personal effects (including household goods and private motor vehicles) of Loaned Personnel.

(c) Nothing in this paragraph shall prevent the Government of Guyana from holding a member or members of Loaned Personnel responsible for damage to public or Service property (which includes only property of or held for any Department of the Government of Guyana or the Armed Forces of Guyana), or for loss of or misapplication of public or Service funds or property (as defined above) 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. Arrangements for the mode of assessment of compensation in such cases shall be those set out in the Second Schedule hereto.

Taxation

7. Loaned Personnel shall be exempt from the imposition of income tax by the Government of Guyana upon their pay, allowances and other emoluments and benefits (whether in cash or in kind) paid to them in respect of their employment as such and shall also be exempt from any other form of direct taxation.

Imports, Exports, etc.

8. (a) Save as expressly provided to the contrary in this Appendix, Loaned Personnel and their dependants shall be subject to the laws and regulations administered by the customs and excise authorities of Guyana.

(b) Subject to such arrangements, as to limitation of quantities or procedure as may be agreed between the Government of Guyana and the United Kingdom Service Authorities, Loaned Personnel may import free of duty without licence or other permit, equipment, material, provisions, supplies and other goods required for the performance of their duties or required for the personal use or consumption of such personnel or their dependants.

(c) Loaned Personnel may, within six months of their arrival in Guyana (or that of their dependants, whichever is the later) import free of duty personal and household effects and furniture and may, on one occasion during a tour of duty, import or purchase free of duty a private motor vehicle for personal use.

(d) Goods which have been imported, or purchased, duty free under sub-paragraphs (b) or (c) of this paragraph—

- (i) may be exported without payment of duty or tax;
- (ii) may without payment of duty or tax be sold or otherwise disposed of in Guyana to Loaned Personnel;
- (iii) may only be sold or otherwise disposed of to persons other than Loaned Personnel on payment of duty on their current value at the time of such sale or disposal.

(e) 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.

Driving licences

9. The Authorities of Guyana shall accept as valid United Kingdom Driving Licences or service driving permits issued to Loaned Personnel 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.

Remittance of funds

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

- (i) funds derived by Loaned Personnel from employment as such;
- (ii) funds derived by Loaned Personnel or dependants from sources outside Guyana subject to any laws or regulations of the United Kingdom in that respect.

(b) 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 Loaned Personnel while serving in Guyana which are disposed of as an incident of departure from Guyana.

Postal concessions

11. The Government of Guyana shall, in respect of Loaned Personnel and their dependants provide postal facilities to the United Kingdom at rates equivalent to those applicable under the British Forces concessionary postage scheme where that scheme applies.

Facilities and accommodation

12. The Government of Guyana shall, in respect of Loaned Personnel and their dependants, provide the facilities and accommodation set out in the First Schedule hereto.

Leave

13. (a) Loaned Personnel shall be eligible for leave as follows—

- (i) embarkation leave of fourteen days;
- (ii) privilege leave in accordance with the rates in force in the United Kingdom Armed Forces;
- (iii) sick leave, in accordance with the rules in force within the United Kingdom Armed Forces;
- (iv) compassionate leave, in accordance with the rules applicable to the United Kingdom Armed Forces;
- (v) end of tour leave at the rate of fourteen days for the first six months served in Guyana and one day for every month served thereafter.

(b) Privilege leave which is not taken in Guyana may, as to one half, be added to end of tour leave.

(c) Sick leave taken in Guyana shall not count against eligibility for other leave but where a Loaned Person is sent to the United Kingdom for such leave his end of tour leave will abate accordingly.

(d) Loaned Personnel and their dependants shall be eligible to spend local privilege leave once in each year at their option in Tobago. Married unaccompanied Loaned Personnel shall, after not less than twelve months service in Guyana, be eligible to travel to the United Kingdom for the period of, and in lieu of, their local privilege leave once in each tour of service in Guyana.

Period of loan

14. (a) The period of loan of a Loaned Person shall run from the date of the commencement of his embarkation leave (or from such date as may, in special cases, be agreed between the Government of the United Kingdom and the Government of Guyana) until the day upon which he is taken back upon the strength of the United Kingdom Armed Forces or on the expiration of his end of tour leave, whichever is the sooner.

(b) Subject to the provisions of this paragraph, the period of loan of a Loaned Person shall include a tour of duty in Guyana of two years (or such other period as may be agreed between the Government of the United Kingdom and the Government of Guyana) and such period shall include any period of local leave taken therein.

(c) The Government of Guyana reserves the right to request the withdrawal from Guyana of any Loaned Person but in any such case, where such request arises otherwise than in consequence of some act or emission of indiscipline or misconduct on the part of such Loaned Person, such person shall receive compensation from the Government of Guyana of the amount of his Guyana Service Pay for a period of six months or of his Guyana Service Pay for the period of the unexpired portion of his tour of duty whichever is the less.

(d) The Government of the United Kingdom reserves the right, after consultation with the Government of Guyana, to withdraw the services of all, or any, Loaned Personnel.

Pay

15. (a) Loaned Personnel shall, in accordance with United Kingdom Service Regulations, receive from the Government of the United Kingdom the pay and emoluments appropriate to their ranks.

(b) Loaned Personnel shall receive additional pay, referred to herein as "Guyana Service Pay".

(c) Guyana Service Pay shall accrue to Loaned Personnel—

(i) in respect of every day's service in Guyana;

(ii) during any period of leave within a tour of duty;

(iii) during any period of leave between consecutive tours of duty provided that the Loaned Person has remained on attachment to the Armed Forces of Guyana, but shall not so accrue during any period of end of tour leave, or other leave, immediately preceding the termination of such person's attachment to such Armed Forces.

Promotion and employment

16. (a) Loaned Personnel who are selected to fill ranks in the Armed Forces of Guyana higher than their substantive rank in the United Kingdom Armed Forces may be granted temporary or acting rank in accordance with United Kingdom Service Regulations and any subsequent relinquishment of such rank shall be in accordance with those Regulations.

(b) Loaned Personnel shall be eligible for promotion or advancement in accordance with United Kingdom Service Regulations.

(c) Loaned Personnel shall not, without the concurrence of the appropriate United Kingdom Service Authority, be employed within the Armed Forces of Guyana otherwise than in the capacities for which they were selected for loan.

United Kingdom Service Regulations

17. Loaned Personnel shall, at all times, remain subject to United Kingdom Service Regulations and shall be subject to all powers exercisable by the United Kingdom Service Authorities thereunder.

Financial arrangements

18. The apportionment of the cost, or the contribution thereto, as between the Government of the United Kingdom and the Government of Guyana shall be as mutually arranged between them from time to time during the currency of the arrangements set out in this Appendix.

FIRST SCHEDULE

Accommodation and other facilities to be provided by the Government of Guyana to Loaned Personnel

1. The Government of Guyana shall provide Loaned Personnel with accommodation, equipment, transport and supplies necessary for the satisfactory performance of their duties.

2. The Government of Guyana shall, free of charge, provide Loaned Personnel with such benefits in general as may be agreed with the United Kingdom Government; and, in particular, the Government of Guyana shall provide—

- (a) for Loaned Personnel not accompanied by dependants, messing facilities, fully furnished accommodation with fuel and light to scales and standards comparable with those obtaining for the United Kingdom Armed Forces;
- (b) for married Loaned Personnel accompanied by their dependants, from the date of their arrival in Guyana and free of charge to such personnel, fully furnished family accommodation (*i.e.*, equipped with hard and soft furnishings) in quarters or by means of hiring with light, fuel and water to standards comparable with those obtaining for the United Kingdom Armed Forces and such personnel shall reimburse the Government of Guyana therefore at the following rates:

Rent—10 per cent of United Kingdom basic pay,

Fuel and light—at the rate applicable to the Armed Forces of Guyana but not exceeding the rates previously payable in comparable cases by the United Kingdom Armed Forces;

- (c) for officers of or above the rank of Lieutenant-Colonel or equivalent, when in command and if single or, in the case of married officers unaccompanied by their families, free of charge (in respect of rent, fuel, light and water) a house or quarters furnished to the scale and standards comparable to those obtaining for the United Kingdom Armed Forces;
- (d) in the case of married Loaned Personnel for whom accommodation in accordance with the provisions of this paragraph is not available upon their arrival, suitable accommodation at a hotel or guest house free of charge, but in any such case, such personnel shall reimburse the Government of Guyana therefore at the following rates:

Rent—at the rate appropriate under the foregoing provisions of this paragraph,

Rations—for each person over 12 years of age, the full daily rate of ration allowance; for children between 4 and 12 years of age, half the daily rate of ration allowance; for children under 4 years, nil;

- (e) for Loaned Personnel and Entitled Dependants, free medical, hospital, dental and optical treatment (including drugs, surgical aids and appliances, spectacles and dentures) to the standard provided for United Kingdom Armed Forces serving overseas. Treatment in hospital in Guyana will be in private or amenity wards;

- (f) a refund to Loaned Personnel of the expenditure incurred in children's school fees, books, stationery, school milk and technical equipment required for instructional purposes at the rate appropriate to suitable local, private or other schools and free transport, or an allowance in lieu thereof, in respect of normal children's journeys to and from residential schools;
- (g) batmen, on the scale of one for each officer or warrant officer class one or an allowance in lieu thereof;
- (h) for the payment of mileage allowance, travelling allowances and hotel expenses at the rate applicable under the Government of Guyana in respect of journeys undertaken by Loaned Personnel on authorised duty including journeys between residences and places of duty;
- (i) for the payment to Loaned Personnel—
 - (i) on first arrival in Guyana, of a disturbance allowance at United Kingdom Service rates,
 - (ii) in respect of moves within Guyana, of a disturbance allowance at the rate provided for under the Guyana Defence Force rules;
- (j) for the payment to officers of or above the rank of Lieutenant-Colonel or equivalent of an entertainment allowance at Guyana rates;
- (k) such uniform of the Guyana Armed Forces as Loaned Personnel are required to wear, and for the payment to Loaned Personnel of the cost of obtaining any special equipment which they are required to have;
- (l) for the payment of interest-free loans to Loaned Personnel required to use their cars on duty, for the purchase of motor cars not exceeding—
 - £800 in the case of officers, and
 - £500 in the case of other ranks,
 or the cost of the motor car whichever is less. The amount of any such loan shall be repaid directly by Loaned Personnel to the Government of Guyana over a period not exceeding two years (or in the case of a second-hand car, eighteen months) or by the date of the termination of the service of such Loaned Personnel in Guyana, whichever is sooner;
- (m) in respect of Loaned Personnel and their Entitled Dependants, free transport on local leave including free return air passages to and from Tobago.

SECOND SCHEDULE

Procedure for dealing with loss or damage or misapplication of Funds

1. If the Authorities of the Armed Forces of Guyana are of the opinion that the circumstances set out in paragraph 6(c) of the Appendix have arisen the following procedure shall apply :

- (a) the Authorities of the Armed Forces of Guyana shall give to the United Kingdom Service Authorities full particulars of the loss or

damage or misapplication including all records of proceedings, depositions, statements and of the evidence relating thereto;

- (b) the United Kingdom Service Authorities concerned shall make or cause to be made such investigation as they shall think fit and if satisfied that the loss, damage or misapplication was occasioned by any such act or omission the Loaned Person will 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 Law 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 Law been made.

2. If payment is made of the sum assessed in paragraph 1(b) of this Schedule it shall be accepted by the Government of Guyana in full and final settlement of any claims which the Government of Guyana may have against the Loaned Person in question under the laws of Guyana in respect of such loss or damage or misapplication of funds.

No. 2

[Enclosure as in No. 1]

The Prime Minister of Guyana to the United Kingdom Acting High Commissioner at Georgetown

*Office of the Prime Minister,
Public Buildings,
Georgetown, Guyana,*

My dear High Commissioner,

15th June, 1967

I have received your letter of to-day's date setting out in an Appendix the arrangements which have been agreed in discussion between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of Guyana concerning the provision of personnel of the United Kingdom Armed Forces to assist in the staffing, administration and training of the Armed Forces of Guyana, a copy of which, together with its Appendix, is attached hereto.

These arrangements are acceptable to the Government of Guyana who therefore regard your letter, together with its Appendix and this reply, as constituting an Agreement in this matter between our two Governments which shall be deemed to have entered into force on the 26th day of May, 1966.

Sincerely yours,

L. F. S. BURNHAM.

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