

No. 9005

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

**Exchange of letters constituting an agreement 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 (with
appendix). Georgetown, 15 June 1967**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
29 February 1968.*

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

**Échange de lettres constituant un accord relatif à la four-
niture de personnel des forces armées du Royaume-
Uni pour aider à doter du personnel voulu les forces
armées de la Guyane, à les administrer et à les for-
mer (avec appendice). Georgetown, 15 juin 1967**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
29 février 1968.*

No. 9005. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ 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

I

*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

¹ Deemed to have entered into force on 26 May 1966, in accordance with the provisions of the said letters.

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 Dependents" 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 of 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 proceeding 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