No. 27029

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
and
NIGER

Exchange of notes constituting an agreement concerning certain commercial debts (with annex). London, 11 March 1986, and Niamey, 25 September 1986

Authentic texts: English and French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 19 January 1990.

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

Échange de notes constituant un accord relatif à certaines dettes commerciales (avec annexe). Londres, le 11 mars 1986 et Niamey, le 25 septembre 1986

Textes authentiques : anglais et français.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 19 janvier 1990.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF NIGER CONCERNING CERTAIN COMMERCIAL DEBTS

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD[1] ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU NIGER RELATIF À CERTAINES DETTES COMMERCIALES

I

The Foreign and Commonwealth Office to the Minister of Finance of Niger

FOREIGN AND COMMONWEALTH OFFICE
LONDON

11 March 1986

Your Excellency,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Niger which was signed at the Conference held in Paris on 21 November 1985 and to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland is prepared to provide debt relief to the Government of the Republic of Niger on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Government of the Republic of Niger, I have the honour to propose that this Note, together with its Annex, and your reply to that effect shall constitute an Agreement between the two Governments in this matter which shall be known as the United Kingdom/Niger Debt Agreement No. 3 (1985) and shall enter into force on the date of your reply.

I have the honour to convey to Your Excellency the assurance of my highest consideration.

M. F. DALY

[1] Came into force on 25 September 1986, the date of the note in reply, in accordance with the provisions of the said notes.

[1] Entré en vigueur le 25 septembre 1986, date de la note de réponse, conformément aux dispositions desdites notes.

ANNEX

SECTION 1

Definitions and Interpretation

1. In this Annex, unless the contrary intention appears:

(*a*) "Contract" means a contract entered into before 1 July 1983 the parties to which include a Debtor and a Creditor and which is either for the sale of goods and/or services from outside Niger to a buyer in Niger or is in respect of the financing of such a sale and which in either case granted or allowed credit to the Debtor for a period exceeding one year;

(*b*) "Creditor" means a person or body of persons or corporation resident or carrying on business in the United Kingdom or any successor in title thereto;

(*c*) "Currency of the Debt" means the currency specified in the relevant Contract as being the currency in which that Debt is to be paid;

(*d*) "Debt" means any debt to which, by virtue of the provisions of Section 2 and of the operation of the rules specified in Section 8, the provisions of this Annex apply;

(*e*) "Debtor" means the Government of Niger whether as primary debtor or as guarantor;

(*f*) "The Department" means the Secretary of State of the Government of the United Kingdom acting through the Export Credits Guarantee Department or any other Department of the Government of the United Kingdom which that Government may subsequently nominate for the purposes hereof;

(*g*) "The Government of Niger" means the Government of the Republic of Niger;

(*h*) "The Government of the United Kingdom" means the Government of the United Kingdom of Great Britain and Northern Ireland;

(*i*) "Maturity" in relation to a Debt means the due date for the payment or repayment thereof under the relevant Contract or on a promissory note or bill of exchange drawn up pursuant thereto;

(*j*) "This Ministry" means the Ministry of Finance of Niger;

(*k*) "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland and includes the Channel Islands and the Isle of Man.

2. All references to interest, excluding contractual interest, shall be to interest accruing from day to day and calculated on the basis of actual days elapsed and a year of 365 days.

3. Where the context of this Annex so allows words importing the singular include the plural and vice-versa.

4. Unless otherwise indicated reference to a specified Section shall be construed as a reference to that specified Section of this Annex.

5. The headings to the Sections are for ease of reference only.

SECTION 2

The Debt

1. The provisions of this Annex shall, subject to the provisions of paragraph 2 of this Section and the rules specified in paragraph 1 of Section 8, apply to every Debt, whether of principal or of contractual interest accruing up to Maturity, owed by the Debtor to a Creditor and which:

(*a*) Arises under or in relation to a Contract or any agreement supplemental thereto;