



Belize No.1 (2019)

Treaty

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize concerning the Status of United Kingdom of Great Britain and Northern Ireland Forces in Belize and Defence Cooperation

Belize City, 19 September 2018

[The Treaty is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
August 2019*



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**TREATY BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF BELIZE CONCERNING THE STATUS OF UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FORCES
IN BELIZE AND DEFENCE COOPERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize, hereinafter referred to as ‘the Parties’,

Intending that UK Forces shall be present in Belize and that this is of benefit to both Parties,

Recalling that British Army Training Support Unit Belize (BATSUB) is based in Belize for the purposes of carrying out training,

And seeking to improve further defence cooperation between the parties,

Have agreed as follows:

ARTICLE 1

Definitions

The following definitions apply within this treaty:

“UK Forces Personnel” means personnel of the Armed Forces of the United Kingdom of Great Britain and Northern Ireland and the Civilian Component who are present within Belize.

“Civilian Component” means the civilian personnel accompanying the Armed Forces of the United Kingdom of Great Britain and Northern Ireland, who are employed by UK Service Authorities, and who have functions relating to Armed Forces or an Authorized Service Organisation accompanying the UK Forces Personnel.

“Dependant” means a member of the family of UK Forces Personnel, including spouse, civil partner, child under the age of 18, or nanny, who is wholly or mainly maintained by, or in the charge of, the person from UK Forces Personnel.

“UK Service Authorities” means the authorities of the United Kingdom of Great Britain and Northern Ireland, empowered by the law of the United Kingdom of Great Britain and Northern Ireland, to exercise command and jurisdiction over UK Forces Personnel and their Dependents.

“Authorised Service Organisation” means an organisation authorised by the UK Service Authorities to accompany the UK Forces Personnel in order to provide for the needs of those UK Forces Personnel and their Dependents.

“Belize Security Forces” means all military and law enforcement personnel of the Government of Belize.

ARTICLE 2

Composition and Purpose

2.1 The UK Forces Personnel shall be based in Belize for the purposes of carrying out training, training the Belize Security Forces, and with the consent of the Government of Belize, training the security forces from other states. They shall also undertake associated activities including but not limited to, administration, logistics, and representative activities.

2.2 When carrying out said training and associated activities, they may be supported by Authorised Service Organisations to meet military requirements, welfare, and recreational needs. UK Service Authorities may let contracts with commercial providers and enter into contracts or arrangements with the Government of Belize.

ARTICLE 3

Observance of Laws and Procedures of Belize

3.1 UK Service Authorities, UK Forces Personnel, Dependants, and Authorised Service Organisations shall respect the law of Belize, abstain from any activity inconsistent with this Treaty, and abstain from any political activity concerning Belize. UK Service Authorities shall take necessary measures to that end.

3.2 UK Service Authorities and the Government of Belize shall collaborate in the enforcement in Belize of necessary health, quarantine, environmental protection, and sanitation provisions in respect of UK Forces Personnel and their Dependants.

ARTICLE 4

Jurisdiction Arrangements

4.1 The UK Service Authorities shall exercise exclusive jurisdiction with respect to all criminal and civil proceedings against UK Forces Personnel, and their Dependants in Belize. Where the proceedings involve persons and / or property of persons other than UK Forces Personnel or their Dependents, the UK Service Authorities shall promptly notify the Government of Belize. The UK Service Authorities shall keep the Government of Belize informed as to the progress of the investigation and subsequent dealing until the matter is resolved.

4.2 The UK Service Authorities shall have the right to investigate and deal with the crime, incident, or individual in accordance with national procedures.

4.3 The UK Service Authorities, and if involved the UK civil police, Royal Military Police, and the Belizean Police shall collaborate to secure best evidence concerning a crime, incident, or individual. The Belizean Police shall share all relevant material in their possession in order to assist the UK Service Authorities in the exercise of their jurisdiction.

4.4 Any Belizean Police action involving UK Forces Personnel in Belize or their Dependants shall be notified immediately to the UK Service Authorities and to the British High Commission in Belize and any individual arrested by the Belizean authorities shall be immediately released into the custody of the UK Service Authorities.

4.5 If UK Forces Personnel and their Dependants are in Belize for purposes unrelated to the activities identified in Article 2 of this Treaty, then they are not subject to these jurisdiction provisions.

ARTICLE 5

Claims

5.1 Each Party waives all claims against the other Party in respect of damage caused to its Personnel and/or its property by the Personnel or agents of that other Party in connection with the execution of this Treaty. If, however, such damage resulted from the reckless acts or reckless omissions, wilful misconduct or gross negligence of a Party, its personnel or agents, the cost of any liability will be borne by that Party alone.

5.2 Claims from third parties for damage caused by one of the Parties' personnel or agents shall be processed by the most appropriate Party as determined by consultation between the Parties. If both Parties caused the claim, then the cost incurred in satisfying such claims, shall be shared by the Parties, taking account of their respective share of blame or negligence. If, however, a claim results from the reckless acts or reckless omissions, wilful misconduct or gross negligence of a Party, its personnel or agent, the cost of any liability shall be borne by that Party alone.

5.3 In the case of damage caused to or by the common property of the Parties, where the cost of making good such damage is not recoverable from a third party, such costs shall be borne by the Parties taking account of their respective share of blame or negligence.

ARTICLE 6

Import and Export of Goods

6.1 UK Service Authorities in Belize may import free of duty, with licence or other permit, equipment, provisions, vehicles, vessels, supplies, medicines, and any other goods required for official purposes and reasonable quantities of other goods (including personal effects furniture, liquor and tobacco) required for personal consumption or use by UK Forces Personnel and their Dependants.

6.2 UK Forces Personnel serving in Belize for a period exceeding six months may, on first arrival or on one occasion during their period of service, import or purchase free of duty a motor vehicle or boat for their use or that of their Dependants. All such goods may be freely exported by UK Forces Personnel at the end of their tour.

6.3 Goods imported or purchased under the provision of this Article may be sold to UK Forces Personnel. Goods may be sold in Belize to individuals who are not UK Forces Personnel during the period of three months preceding the end of tour of duty, subject to the consent of the Government of Belize and payment of any import taxes.

6.4 UK Service Authorities and Authorised Service Organisations may purchase, without the payment of excise or other like tax, goods grown, produced or manufactured in Belize.

ARTICLE 7

Taxation

7.1 UK Forces Personnel in Belize shall be exempt from income tax by the Government of Belize on their pay, allowances and other emoluments and benefits (whether in cash or in kind).

7.2 UK Forces Personnel and Dependants, shall be exempt from charges normally imposed by the Government of Belize relating to air travel.

7.3 Authorised Service Organisations shall be exempt from taxation in Belize on any tangible moveable property the presence of which in Belize is due solely to their temporary presence there. This paragraph shall apply to taxation on such property whether levied in respect of its ownership, possession, use or otherwise.

7.4 Authorised Service Organisations shall be exempt in Belize from taxes on income and profits and shall not be liable to the laws of Belize governing the constitution, management, conduct and taxation of companies and other organisations as such.

ARTICLE 8

Remittance of Funds

8.1 Remittance between the territory of Belize and the territory of the United Kingdom shall be freely permitted in respect of funds derived by UK Forces Personnel in connection with their official duties.

8.2 Remittance from Belize to the United Kingdom shall be freely permitted in respect of funds derived from the proceeds of sale of personal effects, furniture, motor vehicle and other property used by UK Forces Personnel or their Dependants while serving in Belize which are disposed of in anticipation of departure from Belize.

ARTICLE 9

Movement, Entry and Exit

9.1 No restriction shall be placed on the freedom of movement of UK Forces Personnel and their Dependants into and out of Belize. Within Belize, UK Forces Personnel and their Dependants shall have the same freedom of movement as is accorded to nationals of Belize.

9.2 Provided they are in possession of their passport and official identity cards or other documents of identity normally issued to them, UK Forces Personnel in Belize shall be exempt from visa regulations and immigration requirements on entering or leaving the territory of Belize on official duties. They shall also be exempt from any regulations of Belize on the control of aliens. Dependants of UK Forces Personnel shall be similarly exempt provided they are in possession of passports and official identification confirming their status.

ARTICLE 10

Uniforms and Arms

When on duty, UK Forces Personnel may wear the uniform and insignia of the United Kingdom Armed Forces. They may possess and carry arms and ammunition when authorised to do so by UK Service Authorities and in accordance with the law of the United Kingdom of Great Britain and Northern Ireland.

ARTICLE 11

Other Agreements and Arrangements

11.1 This Treaty supersedes the Exchange of Notes Between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize of 1 December 1981 and the Memorandum of Understanding Between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize of 27 May 1994.

11.2 The Parties may establish Memoranda of Understanding that complement this Treaty.

ARTICLE 12

Amendments

Either Party may request a review of this Treaty which may be amended at any time, in writing, by the agreement of both Parties.

ARTICLE 13

Disputes

Any dispute regarding the interpretation or application of the provisions of this Treaty shall to the extent possible be resolved by consultations between the Parties. If a dispute cannot be resolved by consultations, the Parties may decide to refer it for settlement under a dispute settlement mechanism. The Parties shall decide upon the appropriate mechanism.

ARTICLE 14

Duration, Withdrawal and Termination

14.1 This Treaty shall continue in force for 15 years from the date of entry into force.

14.2 If either Party decides to withdraw from this Treaty it shall give the other Party at least one year's notice of its intention to do so. During the notice period, the Parties shall decide on satisfactory arrangements for the settlement of any outstanding liabilities. The provisions of this Treaty shall continue to apply during that one year period.

ARTICLE 15

Entry into Force

This Treaty shall enter into force on the first day of the month following the date of receipt of the last notification by which the Parties notify each other in writing that their respective internal procedures for entry into force of this Treaty have been fulfilled.

IN WITNESS WHEREOF, the undersigned, duly authorised by their respective Governments have signed this Treaty, DONE at Belize City on the 19th September 2018.

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

For the Government of Belize:

MARK LANCASTER

JOHN SALDIVAR

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