



Treaty Series No. 44 (1972)

Agreement

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

with respect to the Use of Military
Facilities in Malta

London, 26 March 1972

[The Agreement entered into force on 26 March 1972]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
and the Secretary of State for Defence
by Command of Her Majesty
March 1972*

LONDON

HER MAJESTY'S STATIONERY OFFICE

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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF MALTA WITH RESPECT TO THE USE OF
MILITARY FACILITIES IN MALTA**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Malta have agreed as follows:

ARTICLE 1

(1) The Government of Malta grants to the Government of the United Kingdom in peace and war the right to station armed forces and associated British personnel in Malta and to use facilities there for the defence purposes of the United Kingdom and of the North Atlantic Treaty Organisation and for such other purposes as may be agreed between the two Governments.

(2) The rights and facilities to be afforded in Malta to the Government of the United Kingdom and to its armed forces and associated British personnel shall be governed by this Agreement.

ARTICLE 2

The Government of Malta shall not permit the forces of any Party to the Warsaw Pact to be stationed in Malta or to use military facilities there.

ARTICLE 3

Except by agreement between the two Governments no forces of other States shall be allowed to share the facilities afforded to the United Kingdom under this Agreement or be given other facilities in Malta:

Provided that the Government of Malta may, without any such agreement, grant to the forces of any State not referred to in Article 2—

- (a) the use of facilities in harbours, other than facilities for the time being reserved for exclusive use by British forces under this Agreement; and
- (b) the use for non-operational purposes of those parts of the airfield at Luqa which are not occupied exclusively by the British authorities under this Agreement;

and allow any such State to maintain military missions in Malta.

ARTICLE 4

Nothing in this Agreement is intended to or shall preclude the Government of Malta from permitting any foreign Government mission to make temporary use of harbour facilities or the airfield at Luqa for the purpose of entering or leaving Malta.

ARTICLE 5

Nothing in this Agreement is intended to or shall preclude the use of any facilities in Malta by the forces of any country where such use is rendered necessary by distress in the course of sea or air navigation.

ARTICLE 6

Nothing in this Agreement is intended to or shall in any way prejudice the rights and obligations which devolve or may devolve upon either Government under the Charter of the United Nations⁽¹⁾ or under any existing international treaty, convention or agreement concluded under the auspices of the United Nations or relating to the use, possession or presence of particular weapons or other means of waging war.

ARTICLE 7

The Government of the United Kingdom shall pay to the Government of Malta, on the signing of this Agreement, the sum of twelve million seven hundred and fifty thousand pounds sterling (£12,750,000) and, on 1 January 1973, the sum of three million five hundred thousand pounds sterling (£3,500,000) and thereafter, on each of 1 April and 1 October of each year throughout the continuance of this Agreement, the sum of seven million pounds sterling (£7,000,000).

ARTICLE 8

The Annex to this Agreement, including the Schedule and the Appendix, shall have force and effect as an integral part of this Agreement and this Agreement shall be interpreted in accordance with Part 1 of the Annex.

ARTICLE 9

This Agreement shall come into force on the date of signature and shall remain in force until 31 March 1979.

⁽¹⁾ Treaty Series No. 67 (1946), Cmd. 7015.

In witness whereof the undersigned have signed this Agreement.

Done in duplicate at London this 26th day of March 1972.

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

CARRINGTON

For the Government of Malta:

DOM MINTOFF

ANNEX

PART 1

Interpretation

(1) In this Agreement, which expression wherever it occurs includes this Annex, the Schedule to this Annex and the Appendix, unless the context otherwise requires:

- (a) "British authorities" means the departments, authorities and organisations of the Government of the United Kingdom having functions relating to the British forces or to defence matters (including authorities of the British forces) and persons authorised to act for any of them;
- (b) "service authorities" means the authorities of the British forces empowered by the law of the United Kingdom to exercise command or jurisdiction over persons subject to the service law of the United Kingdom;
- (c) "British forces" means naval, army or air forces of the United Kingdom;
- (d) "British forces in Malta" means the contingents of the British forces stationed in Malta, and also members of the British forces in transit by sea, land or air through Malta, or visiting Malta or being otherwise present in Malta on duty or under official leave arrangements;
- (e) "civilian component" means civilians (not being citizens of nor ordinarily resident in Malta) in the service of a British authority or an authorised service organisation who are employed in or are visiting or entering Malta for purposes relating to the British forces in Malta;
- (f) "dependant" means:
 - (i) the wife or husband of,
 - (ii) any other person wholly or mainly maintained by or in the custody or charge of, or
 - (iii) any other person (not being a citizen of nor ordinarily resident in Malta) who is employed in the care of children or invalids in the household of,
a member of the British forces in Malta or civilian component or of a member of the British forces who has been posted to, but has not yet arrived in, Malta, or who, although stationed in Malta, is for the time being absent from Malta;
- (g) "authorised service organisation" means the Navy, Army and Air Force Institutes, the Services Kinema Corporation and, in such cases and subject to such conditions as may be agreed between the British authorities and the authorities of Malta, other non-profit making organisations authorised by the British authorities to accompany the British forces in Malta in order to provide for the needs of members of those forces, civilian component and dependants;

- (h) "British personnel" means the members of the British forces in Malta, civilian component or dependants;
 - (i) "contractors" means undertakings and persons (being undertakings whose permanent place of business is in the United Kingdom or persons who ordinarily reside in the United Kingdom) who execute works and perform services in Malta for British authorities or authorised service organisations under contracts made with those authorities or organisations;
 - (j) "associated British personnel" means civilian British personnel, authorised service organisations and contractors;
 - (k) "land" includes buildings and structures and other works in, on, under or over land, and includes also land wholly or partially covered by water;
 - (l) "service establishment" means land which is occupied by the British authorities pursuant to this Agreement;
 - (m) "service installation" means a building, structure or other works used or intended for use by the British authorities pursuant to this Agreement, installed or constructed in, on, under or over land not otherwise occupied by the British authorities;
 - (n) "United Kingdom military aircraft" means aircraft used by the British forces, aircraft under the control of those forces, and aircraft under charter for the purposes of those forces;
 - (o) "United Kingdom service vessels" means vessels used by the British forces, vessels under the control of those forces, and vessels under charter for the purposes of those forces;
 - (p) "United Kingdom property" means property owned by or in the occupation, possession or control of a British authority or authorised service organisation or owned by or in the occupation, possession or control of a contractor if required for any project which he is carrying out for the British authorities or an authorised service organisation.
- (2) In this Agreement, unless the context otherwise requires:
- (a) references to the United Kingdom shall be understood as including a reference to any territory for the international relations of which the Government of the United Kingdom are responsible;
 - (b) references to Malta shall be understood as including a reference to the island of Gozo and other islands lying off its coast and to the territorial waters adjacent to Malta.

PART 2

Section 1

Occupation and use of land

(1) The British authorities and any authorised service organisation shall have the right to occupy and use the service establishments, and to use the service installations, listed in the Schedule to this Annex subject to

the provisions of this Annex and of the Schedule thereto and to any restrictions in favour of third parties arising from the tenure under which the land is held or to which the land is otherwise subject.

(2) The British authorities and an authorised service organisation shall be entitled to exercise those rights which were exercised by them on 31 December 1971 for the benefit or more convenient use of any land to which paragraph (1) of this Section applies or which are annexed or pertain to any such land.

(3) Where in respect of any land occupied or used, or of any right exercised, pursuant to paragraph (1) or paragraph (2) of this Section any payment, obligation or duty is due to be made, fulfilled, complied with or performed in favour of third parties by the Government of Malta while the land in question continues to be so occupied, or used, or the right in question continues to be exercisable, as aforesaid, the Government of the United Kingdom shall relieve and indemnify the Government of Malta from and against any such payment, obligation or duty.

(4) Neither the British authorities nor an authorised service organisation shall, except with the agreement of the Government of Malta, permit any land occupied or used by them under this Agreement, to be occupied or used by any other person, body, authority or organisation, and where the agreement of the Government of Malta is obtained under this paragraph, the British authorities or an authorised service organisation may allow such occupation or use under a licence:

Provided that the agreement of the Government of Malta shall not be required to such occupation or use under a licence—

- (a) by British personnel, authorised service organisations, contractors or persons in the employment of the British authorities or of authorised service organisations or of contractors;
- (b) by persons, bodies, authorities or organisations by virtue of agreements in effect immediately before the coming into force of this Agreement; or
- (c) by local farmers for the purpose of grazing animals or for temporary agricultural purposes.

(5) The British authorities, or any authorised service organisation shall, in respect of any land occupied or used by any of them, carry out, at their own expense, such maintenance, repairs or other work as are necessary to keep such land in good order and condition.

(6) The British authorities and any authorised service organisation shall not deface, demolish or alter the character or appearance of any part of any building or other constructional work of historic importance, and, save as in this paragraph hereinafter provided, shall not remove or demolish, whether wholly or in part, any other building or other constructional work except for the purposes of re-development or unless such removal or demolition is necessary for the effective use of the service establishment.

(7) The British authorities may demolish or remove from service establishments—

- (a) any temporary building or temporary work of construction;

- (b) any movable thing, even if permanently affixed to any building or other constructional work or to the ground, which is not necessary for the normal use of a building or other structure; and
- (c) any installation of a technical character which has been installed by the British authorities;

and may also demolish or remove any service installation.

(8) The British authorities and any authorised service organisation may hire or enter into agreements for the occupation or use of any building which they may require for the purposes of this Agreement, but, in the exercise of these rights, they shall give due consideration to any wish expressed by the authorities of Malta.

Section 2

Surrender of land

(1) Without prejudice to the provisions of the Schedule to this Annex, land occupied or used and rights in or over land exercised by the British authorities or any authorised service organisation pursuant to this Agreement shall be surrendered to the Government of Malta as soon as they are no longer required for the purposes of this Agreement.

(2) The British authorities and any authorised service organisation shall, at the request of the Government of Malta, vacate any land or part thereof, described in Part I of the Schedule to this Annex, or give up any service installation or part thereof, described as aforesaid, if the Government of Malta has provided alternative accommodation and facilities satisfactory to the needs of the British authorities and, except as may be otherwise agreed, on the terms that all costs of and incidental to such provision (excluding the costs of the movement of British personnel, stores and equipment) and, where part only of a service establishment or installation is vacated, all costs of and incidental to the separation of the part vacated from the part retained, shall be at the charge of the Government of Malta.

(3) All land occupied or used by the British authorities and any authorised service organisation pursuant to this Agreement (other than historic buildings) shall be surrendered to the Government of Malta in a good state of repair, fair wear and tear excepted, whether such surrender takes place under paragraph (1) of this Section (including any surrender under the Schedule to this Annex) or on the termination of this Agreement.

(4) The British Authorities shall, in consultation with the authorities of Malta, carry out such works as may be necessary for the restoration of historic buildings and works occupied by them and shall also carry out such works of reinstatement on other land as may be agreed between the authorities of Malta and the British authorities. The British authorities shall not, however, be required to incur for this purpose an expenditure exceeding one million pounds sterling.

Section 3

Rights in respect of service establishments and installations

(1) Subject to the provisions of this Agreement, the British authorities shall have the unrestricted and exclusive right to occupy and use, and have access to, service establishments without interference and the unrestricted right to use and have access to service installations without interference, and within service establishments and over service installations the British authorities shall have complete and exclusive control.

(2) The complete and exclusive control afforded to the British authorities includes the right to guard service establishments and service installations and, subject to any other provision of this Agreement, to exclude from service establishments and service installations all persons not authorised by the British authorities:

Provided that where access to installations owned by the Government of Malta or a public utility undertaking can only be obtained through a service establishment, such access by persons acting on behalf of that Government or public utility undertaking shall be permitted subject to compliance with appropriate conditions notified by the British authorities.

(3) The British authorities shall notify the authorities of Malta before undertaking any important constructional work in service establishments (including substantial modifications of existing buildings) and give due consideration to any representation by those authorities in respect of any such work.

(4) The British authorities and authorised service organisations shall, before erecting any building or other structure on land occupied or used by them, remove from such land any fertile soil existing thereon. Except in so far as such soil is required by the British authorities or authorised service organisation for their own use as soil, such soil shall be made available to the authorities of Malta for the purpose of utilisation in connection with agriculture at such place as may be indicated by those authorities.

(5) All minerals (including oil), other than stone or building or construction material from existing quarries, and all antiquities and treasure trove discovered or naturally present in any part of the land occupied or used by the British authorities or any authorised service organisation are reserved to the Government of Malta, subject to the rights thereon (if any) competent to third parties:

Provided that nothing in this paragraph shall be construed as entitling the British authorities or an authorised service organisation to retain land solely for the purpose of obtaining stone or building and construction material.

(6) The British authorities shall permit, where agreed to be practicable and on such conditions as may be agreed, the use of installations and facilities in service establishments and installations for the industrial training of citizens of Malta and for their training in the performance of other civilian functions.

Section 4

Security of service establishments

(1) (a) The British authorities may within service establishments take such measures as are necessary to ensure the security of service establishments and of persons and property in them and of United Kingdom official information.

(b) Outside service establishments, the authorities of Malta shall take such measures as are necessary to ensure the security of British personnel and their property or United Kingdom property including land occupied or used by the British authorities or authorised service organisations, and to ensure the security of United Kingdom official information.

(2) The British authorities may for the purposes of paragraph 1 (a) of this Section and for the purpose of ensuring the security of service establishments and the security of United Kingdom property within such establishments raise and maintain civil police forces which, subject to any wish expressed by the authorities of Malta, may include citizens of Malta.

(3) There shall be co-operation between the authorities of Malta and the British authorities in taking such steps as may from time to time be necessary to ensure the security of the British authorities, authorised service organisations and British personnel and their property.

(4) Members of the British forces in Malta and of the civil police forces referred to in paragraph (2) of this Section shall have the sole right to police service establishments, including the right to arrest and search any person suspected of having committed an offence. Persons arrested in accordance with this paragraph shall, if not subject to the jurisdiction of the service authorities, be handed over forthwith to the appropriate authorities of Malta to be dealt with by the normal process of law. With the agreement of the authorities of Malta, and under arrangements made with those authorities, members of the civil police forces may be employed outside service establishments on specific tasks.

Section 5

Training and exercises

(1) The British authorities may use such other areas outside service establishments and under such conditions as may be agreed from time to time with the authorities of Malta for landing exercises and other periodic training and exercises of the British forces:

Provided that the British authorities shall give the authorities of Malta such prior notice as may be agreed of their requirements to use such areas.

(2) Where any facility as aforesaid is afforded and when the service establishments designated by agreement between the authorities of Malta and the British authorities as weapon firing ranges are in use as such, the British authorities shall take all reasonable measures to ensure the safety of life and property and shall for this purpose make such arrangements with the authorities of Malta as are satisfactory to the British authorities in regard to the movement of persons, aircraft, vehicles and vessels in the danger areas associated with the training, exercises and ranges.

Section 6

Port and airfield facilities

(1) (a) The Government of the United Kingdom shall have the right for United Kingdom service vessels to pass through the territorial waters of Malta, to enter and pass through the Grand Harbour and Marsaxlokk, to use port and dockyard facilities in the Grand Harbour and Marsaxlokk, and to obtain in Malta provisions, water and other supplies.

(b) Subject to the provisions of this Agreement and to emergency or operational necessity of such nature or urgency as to make it impossible to comply with the practice, laws and regulations hereunder referred to, the movement of United Kingdom service vessels shall be in accordance with normal international practice and with any applicable Maltese port laws and regulations.

(2) The British authorities shall have the right to lay and use moorings, and to instal, use, maintain and dismantle, in Malta such lights and other aids to navigation and surveying marks as are necessary to ensure the proper operation and safety of United Kingdom service vessels and United Kingdom military aircraft:

Provided that the location of any such mooring, aid or surveying marks shall first be agreed with the authorities of Malta.

(3) Without prejudice to the provisions of Section 7 and subject to the provisions of Section 8 of this Part of this Annex, the Government of the United Kingdom shall have the right for United Kingdom military aircraft to fly in the airspace over Malta and to use Luqa and Hal Far airfields, provided that due regard is paid to the safety of other aircraft, the safety of life and property in Malta and to noise abatement.

(4) The Government of the United Kingdom shall have the right to use the ports and airfields mentioned in this Section, and such other port or harbour as may be agreed with the Government of Malta for the embarking and disembarking of British personnel and their property (including weapons, explosives, ammunition, petrol and other fuel) and to move such personnel and property between the said ports and airfields, and land occupied or used by the British authorities or authorised service organisations in Malta. In the exercise of these rights the British authorities shall have special regard to safety considerations and to the needs of civil traffic and shall observe and perform all reasonable directions given by the authorities of Malta for that purpose. In the exercise of these rights, authorised service organisations, civilian component, dependants and contractors shall be subject to the relevant port, airfield or traffic laws and regulations, and the British authorities and members of the British forces shall conform to such laws and regulations.

(5) (a) The British authorities shall have the right to use the wharves in the Grand Harbour known as Canteen Wharf and Parlatorio Wharf and their associated warehouse facilities, and shall have priority of use over such wharves and facilities if due notice is given forty-eight hours in advance. Such priority shall not, in normal circumstances, exceed five days per month and additionally fifteen continuous days twice a year.

(b) Such right of use shall cease—

- (i) in respect of Canteen Wharf as soon as redevelopment works affecting such Wharf are commenced; and
- (ii) in respect of Parlatorio Wharf as soon as another deep water berth for ships of forty feet draft, with adequate access from the shore for storing, is complete and ready for use and, in so far as such new berth affects the fuel line at Ras Hanzir, the said fuel line is extended from Ras Hanzir to the new berth.

(c) The Government of Malta shall not undertake any redevelopment works on Parlatorio Wharf or on the fuelling line thereto before the new deep water berth referred to in sub-paragraph (b) (ii) of this paragraph has been provided; and over such new berth the British authorities shall have the same priority of use as they previously had over Parlatorio Wharf.

(6) The British authorities shall have the right to use the slipway and wharf, known as South Slip, at Kalafrana for the transit of explosives. In the event of any redevelopment of the area, the Government of Malta shall provide suitable alternative facilities for this purpose.

Section 7

Luqa airfield

(1) (a) The British authorities shall have the right to use the airfield at Luqa, including any facilities on or connected with the airfield, for the operation of United Kingdom military aircraft in peace and war. The authorities of Malta shall have the sole right to determine the policy for the use of Luqa airfield by civil aviation. The general conduct of the control of air traffic using Luqa airfield shall be a matter for joint consultation between the British authorities and the authorities of Malta.

(b) The British authorities shall have the right on the airfield to provide services and establish facilities for United Kingdom military aircraft. The arrangements which shall govern the installation and maintenance of the facilities and services at or connected with the airfield which are used by or for the purposes of both civil and military aircraft are set out in the Appendix⁽²⁾ to this Section.

(2) There shall be a single and undivided organisation for the control and operation of essential airfield services and facilities, including approach and aerodrome control of air traffic, for both civil and military aircraft, and such services and facilities shall be provided by the British authorities.

(3) (a) The organisation aforesaid shall be established by the British authorities and shall be manned by United Kingdom and Maltese personnel. The posts established for Maltese personnel shall be agreed between the British authorities and the authorities of Malta. All such personnel shall be employed by and be directly responsible to the British authorities.

(b) The posts established for Maltese personnel within, or in support of, this organisation and the training and conditions of service of such personnel shall be such that, in the event of the withdrawal of the United

(²) See page 42.

Kingdom personnel, there would be at the disposal of the authorities of Malta sufficient personnel having the necessary qualifications and experience to operate Luqa airfield as a civil airport to International Civil Aviation Organisation standards without interruption. Such posts shall be filled as and when Maltese personnel qualified to standards applicable to corresponding United Kingdom personnel become available. For these purposes the Government of the United Kingdom will train the necessary Maltese personnel to the requisite standards.

(c) All costs of the organisation aforesaid (including the costs of Maltese posts and the cost of training Maltese personnel to the requisite standards) necessary to meet the requirements of the British authorities under this Agreement shall be borne by the Government of the United Kingdom.

(4) If in the opinion of the British authorities an emergency has arisen requiring that they shall for the time being exercise exclusive control over the whole airfield (including the control of security arrangements), they may exercise such control:

Provided that such control shall not extend to areas occupied exclusively by the authorities of Malta and that such control shall be exercised only to such an extent and only for so long as the emergency, in the opinion of the British authorities, renders this essential; and provided further that in the event of such control making it necessary to divert civil aircraft from Luqa such aircraft shall, notwithstanding any other provision of this Agreement, be offered landing facilities at Hal Far.

(5) Nothing in this Section in any way restricts the rights of the Government of the United Kingdom in respect of the service establishment used by the Royal Air Force at the airfield at Luqa.

Section 8

Hal Far airfield

Subject to arrangements to be agreed between the British authorities and the authorities of Malta, the British authorities shall allow the use of Hal Far airfield, and of such land within the airfield complex as may be necessary for the purpose, by such types of military aircraft of any country which is not a Party to the Warsaw Pact and by such civil aircraft as may be agreed between the British and Maltese authorities.

Section 9

Telecommunications

(1) (a) The British authorities shall have the right to operate freely in Malta the existing telecommunication systems and electronic systems and to use the existing radio frequencies. Such frequencies shall be those already notified to the authorities of Malta.

(b) The British authorities may also use such other frequencies as may after consultation be agreed between the authorities of Malta and the British authorities, and, subject to the above, may use new telecommunication and electronic systems.

(2) There shall be consultation between the authorities of Malta and the British authorities to ensure effective co-operation of civil and military telecommunications within Malta. Consultations in respect of future frequencies and their registration with the International Telecommunication Union shall be effected by a Frequency Co-ordination Committee which shall include representatives of the British authorities.

(3) The frequencies used by the British authorities in Malta shall, except as otherwise agreed between the authorities of Malta and the British authorities, be registered with the International Telecommunication Union in the name of Malta and the authorities of Malta shall be internationally responsible for them.

Section 10

Surveys

(1) The British authorities may, by agreement with the authorities of Malta, make land and hydrographic surveys of any kind in any part of Malta for the purposes of this Agreement and shall make available all the results of all such surveys to the authorities of Malta.

(2) The authorities of Malta and the British authorities in Malta shall each make available to the other meteorological information in their possession.

Section 11

Local employment, purchase and contractors

(1) The British authorities may, subject to any wish expressed by the authorities of Malta, enter or enlist citizens of Malta in the British forces and may engage them for civil employment.

(2) The conditions of service for persons so entered, enlisted or engaged, including members of the civil police forces raised under Section 4 of this Part of this Annex, shall, subject to the provisions of Part 4 of this Annex, be governed by the regulations of the responsible British authority:

Provided that, but without prejudice to the provisions of Part 4 of this Annex:

- (a) the conditions of service of any person so engaged for civil employment shall be generally not less favourable than those obtaining in comparable good employment in Malta and the recruitment shall be effected through the labour exchanges in Malta; and
- (b) the conditions of service of Maltese personnel in the British forces shall be in accordance with arrangements agreed between the Government of Malta and the Government of the United Kingdom.

(3) The British authorities and authorised service organisations shall not be restricted in the way in which members of the civilian component may be employed by them or as to who may be engaged as a member of the civilian component:

Provided that the British authorities, authorised service organisations and their contractors will, so far as is practicable, engage only citizens of Malta for civil employment in Malta in clerical and analogous grades and industrial duties, so long as they are suitable for such employment.

(4) Subject to any wishes expressed by the authorities of Malta, the British authorities, authorised service organisations and contractors shall purchase locally the goods and commodities which they require, provided that such goods and commodities are available on competitive terms and are to their satisfaction in other respects.

(5) Without prejudice to the provisions of paragraph (4) of this Section, in the employment of contractors for the execution of works, or the supply of goods or services, in Malta, the British authorities, authorised service organisations and contractors shall give preference to Maltese contractors where they are capable of carrying out the works or supplying the goods or services on competitive terms and to the satisfaction of the British authorities, authorised service organisation or contractor concerned; and in particular where such contracts are put out to tender suitable Maltese contractors shall be given the opportunity of tendering and where a tender of such contractor is not less favourable than any other tender, taking all relevant considerations into account, the contract shall be awarded to a Maltese contractor.

(6) Subject to Maltese legislation, contractors shall be given any work permits they request for supervisory or specialist staff. The grant of such permits shall not be withheld where for reasons of security or by reason of the technical nature of the work, the British authorities certify that it is essential to employ experts from outside Malta.

(7) The British authorities shall, for purposes of taxation in Malta, inform the tax authorities of Malta of any contract awarded by them to contractors, or to undertakings and persons having a permanent place of business in Malta, in relation to works and services to be performed, or goods to be supplied, in Malta.

(8) Except with the permission of the authorities of Malta, members of the British forces, civilian component, contractors and dependants and persons in the employment of contractors not being citizens of Malta, shall not take up any employment or exercise a trade or profession or carry on business in Malta, other than the employment, trade, profession or business for which such person is in Malta pursuant to this Agreement.

PART 3

Section 1

Entry and egress of British personnel

(1) The authorities of Malta shall grant to British personnel and contractors (which in this Section includes persons who are employed by contractors as supervisory or specialist staff and who are not citizens of or ordinarily resident in Malta) freedom of entry to, and egress from Malta for the purposes of this Agreement, and, with due consideration given to any wish expressed by the authorities of Malta, freedom of movement in Malta. Except in regard to members of the British forces, such freedom of egress is granted subject to the order of any court of competent jurisdiction. Subject to compliance with any formalities relating to entry and departure established by the authorities of Malta after consultation with the British authorities, British personnel and contractors shall be exempt from passport and visa requirements and immigration or emigration inspection on entering or leaving Malta and from registration and control as aliens, but shall not by reason of their entry into Malta under the provisions of this paragraph be regarded as acquiring any right to permanent residence or domicile in Malta.

(2) Separate arrangements shall be made at ports and airfields in Malta to deal expeditiously with British personnel and contractors and their personal property.

(3) British personnel and contractors shall be in possession of identity documents issued by the British authorities (specimens of which shall be supplied to the authorities of Malta) or a passport showing their status for the purposes of this Section, which shall be produced, when production is requested by a Maltese authority authorised to make the request.

(4) If a member of the British forces in Malta or of the civilian component leaves the employ of the Government of the United Kingdom and is not repatriated by the British authorities, those authorities shall immediately inform the authorities of Malta, giving such particulars, including particulars as to their dependants, as may be required. The British authorities shall similarly inform the authorities of Malta of any member who has absented himself for more than twenty-one days.

(5) If the Government of Malta has made an expulsion order against an ex-member of the British forces in Malta or a member or ex-member of the civilian component or against a dependant or a dependant of an ex-member, the Government of the United Kingdom shall be responsible for receiving the person concerned within the United Kingdom or otherwise arranging for his reception outside Malta. This paragraph shall apply only to persons who have entered Malta under Article 1 of this Agreement and are not citizens of Malta.

(6) The Government of the United Kingdom shall repay to the Government of Malta the costs incurred by them in repatriating any such person as is referred to in paragraph (4) or (5) of this Section:

Provided that:

- (a) in the case of any such person as is referred to in paragraph (4), he is repatriated within three months of the British authorities giving to the authorities of Malta the information referred to in that paragraph; and
- (b) where in accordance with paragraph (5) an expulsion order is served on a member of the civilian component while in the employ of the Government of the United Kingdom or on a dependant, he is repatriated within three months of such service.

Section 2

Driving licences

The Maltese authorities shall accept as valid, without a driving test or fee, driving licences or service driving permits issued by British authorities to members of the British forces in Malta and civilian component while driving vehicles of the British authorities on duty. They, while not on duty, and other British personnel may drive vehicles without a Maltese licence in circumstances in which tourist and other visitors to Malta are permitted to do so.

Section 3

Wearing of uniform and carriage of arms

Members of the British forces may wear uniform in Malta while performing official duty, or on any journey incidental thereto, and on such other occasions as may be within arrangements agreed between the British authorities and the authorities of Malta. They may possess and carry arms in accordance with general service practice as defined to the Government of Malta and, under arrangements to be made with the Government of Malta, when special circumstances require that they should do so.

Section 4

Public services and facilities

(1) The Government of Malta shall give effect to the reasonable needs of the British forces in Malta to enable them to carry out their duties, including the maintenance of the necessary administrative and welfare arrangements, for the purposes of this Agreement.

(2) Authorised service organisations shall be exempt from the operation of any legislation concerning the constitution, management and conduct of companies, or of organisations as such. The British authorities shall as far as practicable comply with requests by the authorities of Malta for statistical information as to the activities of authorised service organisations.

(3) (a) The public services and facilities in Malta shall, so far as practicable, be made available for the use of the British authorities, authorised service organisations, British personnel and contractors. The

terms, conditions and charges on which they are made available to them shall be not less favourable than those generally applied to other users (excluding the Government of Malta).

(b) For the purposes of this Agreement the British authorities shall be entitled to provide, establish and maintain their own facilities and services, including in particular postal, telephone and telegraph facilities, hospitals and other medical and dental facilities, facilities for the generation and supply of electricity and for the supply of water, schools and educational services, shops and welfare, recreational and entertainment facilities and services, and authorised service organisations shall be entitled to provide, establish and maintain educational services, shops and welfare, recreational and entertainment facilities and services:

Provided that except under arrangements with the authorities of Malta the facilities and services above referred to shall be restricted to the British authorities in Malta and British personnel, and provided further that new shops shall not be established except within larger service establishments.

In providing, establishing and maintaining the facilities above referred to, the British authorities shall have regard to the requirements of Maltese laws and regulations of general application. If the British authorities so request, the authorities of Malta will arrange for telephone facilities provided by the British authorities to be linked with the Maltese telephone system on terms, conditions and charges according with sub-paragraph (a) of this paragraph.

(4) With regard to roads, drainage, ports and harbours, the British authorities shall make such contributions towards the cost of their maintenance on a basis to be agreed between the British authorities and the authorities of Malta:

Provided that the agreement relating to roads and the award relating to drainage which were last in force prior to the date of signing this Agreement, shall continue in force until 31 March 1973 and shall be replaced by an agreement or agreements having effect from 1 April 1973.

(5) The authorities of Malta shall not restrict the transmission of broadcast and television programmes for service personnel and the broadcasting at the request of the British authorities of official messages for the British forces in Malta.

Section 5

Jurisdiction

(1) Subject to the provisions of this Section:

(a) the service authorities shall have the right to exercise in Malta all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over all persons subject to such jurisdiction under the service law of the United Kingdom;

(b) the Courts of Malta shall have over British personnel with respect to offences committed by them the jurisdiction conferred on such Courts by the laws of Malta.

(2) (a) The service authorities shall have the right to exercise exclusive jurisdiction over persons subject to the service law of the United Kingdom with respect to offences, including offences relating to the security of their country, punishable by the law of the United Kingdom but not by the law of Malta.

(b) The Courts of Malta shall have the right to exercise exclusive jurisdiction over members of the British forces or civilian component or dependants with respect to offences, including offences relating to the security of Malta, punishable by the law of Malta but not by the law of the United Kingdom.

(c) For the purpose of this paragraph and of paragraph (3) of this Section a security offence against a country shall include:

- (i) treason against that country;
- (ii) sabotage, espionage or violation of any law relating to official secrets of that country or secrets relating to the national defence of that country.

(3) In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply:

(a) The service authorities shall have the primary right to exercise jurisdiction over members of the British forces in Malta or civilian component in relation to:

- (i) offences solely against the property or security of the United Kingdom, or offences solely against the person or property of another member of the British forces in Malta or civilian component or of a dependant; or
- (ii) offences arising out of an act or omission done in the performance of official duty.

(b) In the case of any other offence the Courts of Malta shall have the primary right to exercise jurisdiction.

(c) If the Party to this Agreement having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other Party to this Agreement as soon as practicable.

(d) The authorities of the Party to this Agreement having the primary right shall give sympathetic consideration to a request from the authorities of the other Party to this Agreement for a waiver of its right in cases where the other Party to this Agreement considers such waiver to be of particular importance.

(4) The foregoing provisions of this Section shall not imply any right for service authorities to exercise jurisdiction over persons who are citizens of or ordinarily resident in Malta unless they are members of the British forces in Malta.

(5) (a) The authorities of each Party to this Agreement shall assist each other in the arrest of British personnel in Malta for the purpose of making them available for the exercise of jurisdiction in accordance with the above provisions.

(b) The authorities of Malta shall notify promptly the British authorities of the arrest of any British personnel.

(c) The British authorities, if the Courts of Malta are to exercise jurisdiction over any British personnel, shall have the right to take custody of him until he is brought to trial by the Courts of Malta :

Provided that those authorities undertake to present him to these Courts for investigatory proceedings and trial when required.

(6) (a) The authorities of Malta and the British authorities shall assist each other in carrying out all necessary investigations into offences, and in the collection and production of evidence relating to an offence. For the purposes of this sub-paragraph members of the police force of Malta may under and in accordance with arrangements made with the British authorities have access to service establishments.

(b) The authorities of Malta and the service authorities will notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(7) (a) A death sentence shall not be carried out in Malta by the service authorities if the law of Malta does not provide for such punishment in a similar case.

(b) The authorities of Malta shall give sympathetic consideration to a request from the British authorities for assistance in carrying out a sentence of imprisonment pronounced by the service authorities under the provision of this Section in Malta.

(8) Where an accused has been tried in accordance with the provisions of this Section by the service authorities or by the Courts of Malta, and has been convicted or acquitted (which expression shall include any other final disposal of a charge) he may not be tried again in Malta for the same offence by the courts or authorities of either Party to this Agreement. This paragraph shall not prevent the service authorities from trying a member of the British forces in Malta 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 Malta.

(9) Whenever any member of the British forces, civilian component or a dependant is prosecuted under the jurisdiction of Malta he shall be entitled :

- (a) to a prompt and speedy trial;
- (b) to be informed a reasonable time in advance of trial of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favour, if they are within Maltese jurisdiction;
- (e) 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 Malta;
- (f) if he considers it necessary, to have the services of a competent interpreter;
- (g) to communicate with a representative of the Government of the United Kingdom and, when the rules of the court permit, to have such a representative present at his trial.

Section 6

Claims

(1) (a) Each Party to this Agreement waives its claims against the other Party for damage to any property owned by it and used by its land, sea or air armed services if such damage:

- (i) was caused by a member or an employee of the armed services of the other Party in the execution of his duties; or
- (ii) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its armed services provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with official duties or the damage was caused to property being so used.

(b) Each Party to this Agreement waives its claims against the other Party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

(c) For the purposes of this paragraph "owned" in the case of a vessel includes a vessel on bare boat charter, a vessel requisitioned on bare boat terms and a vessel seized in prize (except to the extent that the risk of loss or liability is borne by some person other than the Party to this Agreement using the vessel).

(2) Claims (other than contractual claims) in respect of the acts or omissions of a member of the British forces or other officer or servant of the Government of the United Kingdom and which arose out of and in the course of his employment as such in Malta and for which he is legally responsible or in respect of any other act, omission or occurrence in Malta for which the Government of the United Kingdom are legally responsible, other than claims waived by paragraph (1) of this Section, shall be expeditiously investigated by the British authorities and where liability is established in accordance with the laws of Malta, shall be settled by the payment by the British authorities of such compensation as the claimant might have been awarded under the laws of Malta in all the circumstances of the case:

Provided that where, under the laws of Malta, responsibility may be apportioned between the Government of the United Kingdom or the member of the British forces or other officer or servant of that Government and any other person (including the claimant), the compensation payable under this paragraph shall be limited to the appropriate share of the responsibility of the Government of the United Kingdom or of the member of the British forces or other officer or servant of that Government as the case may be.

(3) (a) If a claim is rejected altogether, or if the compensation offered is not agreed, the question whether compensation is payable or of the amount of such compensation may be submitted by the claimant for decision by an arbitrator selected by agreement between the two Governments from amongst the citizens of Malta who hold or have held high judicial office. The arbitrator shall also decide any counterclaims arising out of the same incident. If the two Governments are unable within two months to agree upon an arbitrator, either may request the Chief Justice of Malta to select an arbitrator with the aforesaid qualification.

(b) The remuneration of the arbitrator shall be fixed by the agreement between the British authorities and the authorities of Malta and shall, together with all costs of the arbitration, be borne by the parties to the arbitration, in terms of the award:

Provided that the Government of Malta shall take all necessary steps to collect for the Government of the United Kingdom any costs that may be awarded against a Maltese citizen.

(4) A member of the British forces or other officer or servant of the Government of the United Kingdom shall not be subject to any proceedings in Malta in respect of a claim to which this Section relates.

(5) Where as a result of any act performed or omitted pursuant to this Agreement any compensation is under any law payable by the Government of Malta the British authorities shall relieve and indemnify the said Government from and against any such compensation and any payment incidental thereto:

Provided that where any such action as aforesaid is taken for the benefit of both the Government of Malta and the British authorities such compensation and any payment incidental thereto shall be borne by them in proportion to the benefit derived by them respectively.

(6) The Government of the United Kingdom and the Government of Malta agree to co-operate in the procurement of evidence for the examination and disposal of claims under this Section in respect to which both Governments are concerned.

(7) Without prejudice to the provisions of paragraphs (1) and (2) of this Section, the British authorities shall pay such compensation as is just and reasonable in settlement of civil claims arising out of explosions or military aircraft accidents or other accidents or arising from pollution or harmful contamination occurring in the exercise by the Government of the United Kingdom or British authorities of any of the rights under this Agreement. The provisions of paragraph (3) of this Section shall not apply to the settlement of claims under this paragraph. In considering whether compensation is to be paid, and if so the amount of the compensation, the British authorities may have regard to the extent to which any person other than:

(a) British personnel and

(b) any other officer or servant of the Government of the United Kingdom acting in the course of his employment as such

is legally liable to pay or make a contribution towards compensation in respect of the explosion, accident, pollution or contamination.

Section 7

Remittances

(1) Remittances between Malta and the United Kingdom shall be freely permitted in respect of:

(a) funds derived by British personnel from pay, salaries, wages, allowances and other emoluments paid to them by British authorities or authorised service organisations;

- (b) funds derived by British personnel from sources outside Malta, provided that funds remitted into Malta may be freely remitted back only to the country from which they originally came or, with the consent of the authorities of Malta, to some other country; and
- (c) official funds of British authorities or of authorised service organisations.

(2) The Government of Malta shall place no restriction on the remittance from Malta by British personnel of funds derived from the proceeds of sale of their personal effects, furniture, motor vehicle and other property used by them in Malta, provided that the sale was not in contravention of this Part of this Annex.

(3) Paragraph (1) of this Section shall not apply to remittances from Malta by a citizen of Malta or by a person ordinarily resident in Malta.

Section 8

Taxation and licensing

(1) Subject to paragraph (7) of this Section, where the legal incidence of any form of taxation in Malta depends upon residence or domicile or having a place of business in Malta, the presence in Malta of British personnel or of authorised service organisations solely by virtue of this Agreement shall not be regarded as residence or domicile or having a place of business in Malta for the purpose of determining the incidence of such taxation:

Provided that this paragraph shall not apply to citizens of Malta serving in units of the British forces who would, but for the provisions of this paragraph be regarded as being resident or domiciled in Malta for that purpose;

Provided also that this paragraph shall not apply to persons employed by authorised service organisations, and the position of such persons shall be governed by any relevant agreements relating to double taxation, if and so far as applicable.

(2) (a) (i) Members of the British forces in Malta (other than citizens of or persons ordinarily resident in Malta) or civilian component shall be exempt from Malta taxation on the pay, salaries and other emoluments paid to them as such by the British authorities.

(ii) Authorised service organisations shall be exempt from Malta taxation on money received by them in the course of their activities for the purposes of this Agreement.

(b) British authorities and members of the British forces in Malta (other than citizens of or persons ordinarily resident in Malta) or civilian component and authorised service organisations shall be exempt from Malta taxation by reason of their ownership, possession or use of tangible movable property, excluding licences for the use of private motor vehicles and private television and radio sets, the presence of which property in Malta is due solely to their presence there.

(3) Vessels, vehicles and aircraft which are the property of the British authorities or on charter to those authorities and are for the time being exclusively in their service shall be exempt from any form of compulsory insurance, registration, licensing or compulsory testing.

(4) The movement of vessels, vehicles or aircraft belonging to the British authorities in and over Malta and territorial waters of Malta under this Agreement shall be free from compulsory pilotage, harbour charges and all dues or tolls, except charges for specific services rendered at the request of the British authorities.

(5) British authorities, authorised service organisations and British personnel shall not be required to make national insurance contributions or similar payments payable under the law of Malta except in respect of citizens of or persons ordinarily resident in Malta in their employment.

(6) No entertainment tax shall be paid in respect of entertainments organised by the British authorities or authorised service organisations.

(7) Nothing in this Section shall prevent taxation of a member of the British forces or civilian component with respect to any profitable enterprise, exercise of a profession or vocation or employment (other than his employment as a member of the British forces or civilian component) and except as regards his salary and emoluments and the tangible movable property referred to in paragraph (2) nothing in this Section shall prevent taxation to which, even if regarded as having his residence or domicile outside Malta, such a person is liable under the law of Malta.

Section 9

Customs and imports

(1) Save as provided expressly to the contrary in this Agreement, British personnel shall be subject to the laws and regulations administered or enforced by the customs authorities of Malta. In particular the said authorities shall have the right, under the general conditions laid down by the laws and regulations of Malta to search British personnel and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

(2) Official documents under official seal, articles certified as secret and couriers properly identified as such shall not be subject to customs (or other) inspection.

(3) Subject to the observance, by the British authorities, of the conditions laid down by the law of Malta in relation to customs procedures or such procedures as may be agreed between the authorities of Malta and the British authorities—

- (a) the British authorities and authorised service organisations shall have the right to import into Malta without licence or other restriction equipment, provisions, supplies and other goods required by them or required for the personal consumption or use of British personnel; and

(b) the following imports into Malta under the preceding provisions of this paragraph shall be free of duty—

- (i) all imports by the British authorities;
- (ii) imports by authorised service organisations of reasonable quantities of equipment, provisions, supplies and other goods required for their own exclusive use or consumption or for sale to British personnel for their exclusive use or consumption.

(4) Contractors (including undertakings and persons having a permanent place of business in Malta) may import into Malta free of duty plant, equipment and material required by them for the carrying out of any project for the British authorities or an authorised service organisation but any such plant or equipment which is not incorporated in the project shall, unless re-exported within a reasonable time after its use for such a project has ceased or is made use of for any purpose other than such a project, be liable to duty as if it had not been imported under this Section.

(5) Members of the British forces and civilian component may, at the time of their first arrival to take up service in Malta, and at the time of first arrival of any dependants to join them, import into Malta their personal effects and furniture and their private motor vehicle free of duty for the term of such service.

(6) Items imported under the foregoing paragraphs of this Section:

- (a) may be freely exported free of duty; and,
- (b) if so imported free of duty, may without payment of any duty be sold or otherwise disposed of in Malta to British authorities or British personnel (other than persons ordinarily resident in Malta) or to authorised service organisations but if, but for the exemption conferred by this Section, they would be chargeable to duty on importation they may only be sold or otherwise disposed of in Malta to other persons subject to any wish expressed by the Government of Malta and on payment of duty on their current value.

(7) Where the British authorities or authorised service organisations purchase locally items which under this Section they are entitled to import free of duty, the Government of Malta shall pay to them any duty which has been paid on their importation. For the purpose of disposal, such items will be regarded as items imported under this Section.

Section 10

Exercise of privileges

The British authorities shall take all possible measures, and on request shall render all assistance within their power to the authorities of Malta, to prevent misuse of the privileges granted under Sections 7, 8 and 9 of this Part of this Annex. In particular the British authorities shall by appropriate administrative instructions bring their rights and obligations to the notice of all British personnel and contractors.

PART 4

Section 1

Safety of persons and property

(1) It shall be the duty of the British forces in Malta, civilian component, authorised service organisations and the members thereof, dependants and contractors to respect the laws of Malta and customs and traditions of the people of Malta, and to abstain from any activity inconsistent with the spirit of this Agreement, and, in particular, from any political activity in Malta. It is also the duty of the British authorities to take necessary measures to that end.

(2) (a) In the exercise or use of the privileges and facilities granted under this Agreement, the British authorities shall take such practical measures:

- (i) to ensure the safety of the people of Malta;
- (ii) to safeguard their property; and
- (iii) to avoid air and sea pollution and all harmful contamination, and, in consultation with the appropriate authorities of Malta, to minimise the effects of such pollution or contamination should it occur;

as would be taken in comparable circumstances by the British authorities in the United Kingdom.

(b) The British authorities shall notify the appropriate authorities of Malta of any activity involving unusual risk to life, health or property in Malta and shall consult with them regarding any necessary precautions to be taken in respect thereof.

Section 2

Levels of expenditure and employment

(1) (a) The Government of the United Kingdom shall provide to the Government of Malta, as soon as practicable after the signing of this Agreement and thereafter annually on the first day of April, forecasts for the following three years, giving details, of:

- (i) the level of forces, associated British personnel and dependants to be stationed in Malta; and
- (ii) the expenditure by the British authorities in Malta.

(b) The Government of the United Kingdom shall consult the Government of Malta in advance when major changes in the forecasts provided under paragraph (1) (a) of this Section are contemplated and, unless military necessity requires such changes to be made at shorter notice, such consultation shall take place six months in advance.

(2) The level of employment to be provided by the British authorities to Maltese personnel and the discharge of such personnel shall be in accordance with arrangements agreed between the Government of Malta and the Government of the United Kingdom.

Section 3

Industrial relations

(1) The British authorities shall recognise such duly constituted trade unions as may effectively represent any class or grade of Maltese civilians employed by them in Malta and shall deal with such trade unions in such matters concerning conditions of employment (including terminal benefits) as are appropriate to any such class or grade.

(2) In the event of a dispute between the British authorities and a trade union recognised by them either side shall be entitled to refer the dispute for conciliation or arbitration, or for both, by independent persons. The procedures of any such conciliation and arbitration shall follow, as far as is practicable, the principles of Maltese law unless, in respect of any such trade union as aforesaid, arrangements with the British authorities are in force providing for conciliation or arbitration by other procedures, in which case such procedures shall apply.

SCHEDULE

LAND REFERRED TO IN PARAGRAPH (1) OF SECTION 1
OF PART 2 OF THE ANNEX

PART I

Land to be occupied and used by the British authorities and authorised service organisations for the duration of the Agreement subject to the provisions of the Agreement and to the conditions hereunder.

<i>Description of Property</i>	<i>Area in acres</i>
Lands as shown on Deposited Plan No. 1, forming part of the Pembroke Complex, partly within the parochial limits of St. Julians, partly within the parochial limits of Gharghur, consisting of: A plot of land, bounded on the North by the sea, on the South by the Salina Coast Road, and on the West by land owned by the Malta Government, having an area of 411.00 acres and containing Rifle and Pistol Ranges and St. Andrew's and St. George's Barracks; A plot of land bounded on the North by the foreshore, on the South by the Salina Coast Road and on the East by land owned by the Malta Government, having an area of 109.00 acres, and containing St. Patrick's Married Quarters; Pembroke Cemetery, bounded on all sides by land owned by the Malta Government, having an area of 1.80 acres; A Water Reservoir, surrounded on all sides by land owned by the Malta Government, having an area of 0.48 acres; A Water Reservoir, surrounded on all sides by land owned by the Malta Government, having an area of 0.25 acres; Three small rooms each having an area of approximately 100 square feet and DOE Compound measuring 0.20 acres and surrounded on all sides by land owned by the Malta Government.	522.73
Fort Madalena and surrounding land as shown on Deposited Plan No. 2 within the parochial limits of Gharghur, bounded on the North and South-West by a road and on the South by the Madalena Road.	25.00
Land at Ghajn Tuffieha including Ghajn Tuffieha Higher Camp, Rifle and Pistol Ranges, Field Firing Area and Training Land as shown on Deposited Plan No. 3, partly within the limits of Mellieha and partly within the limits of Mgarr, bounded on the North and West by the foreshore and on the South partly by the foreshore and partly by land owned by Moses Fenech.	239.20

<i>Description of Property</i>	<i>Area in acres</i>
Lands as shown on Deposited Plan No. 4 partly within the parochial limits of Naxxar and partly within the parochial limits of Mdina, known as the Fort Mosta Complex, consisting of: A plot of land bounded on the South-West by Government property and on the South and East by a public road, having an area of 25.73 acres; A plot of land bounded on the West and on the South by a public road and by Mosta Valley and on the East by Mosta Valley, having an area of 17.05 acres.	42.78
Land within the parochial limits of Gharghur, containing ACE High Radio Station and W/T Station, bounded on the East and on the North-East by a public road and on the South by property of the Malta Broadcasting Authority.	0.40
Mosta Royal Signal Test Point, within the parochial limits of Naxxar surrounded on all sides by land owned by the Malta Government.	0.20
Oil Storage Depot on Lija-Naxxar Road as shown on Deposited Plan No. 5, within the parochial limits of Naxxar bounded on the East by a public road and on the North and South by property of the Parish Church of Lija.	0.58
Ariel House and Grounds at Tal-Kappara as shown on Deposited Plan No. 6, within the parochial limits of San Gwann, bounded on the South by a public road, on the East by a lane and on the North by property of the Church.	5.05
Cable Hut on Foreshore at St. Julian's Bay within the parochial limits of Sliema surrounded on all sides by property of the Malta Government.	0.01
Land and Buildings at Tigne as shown on Deposited Plan No. 7 within the parochial limits of Sliema consisting of: A plot of land measuring 4.50 acres containing Married Quarters and other buildings bounded on the North-East and on the South-East by property of the Malta Government, on the North-West by St. Mary Street; A plot of land measuring 3.40 acres containing buildings and recreational grounds bounded on the North-East partly by a road and partly by the foreshore, on the South-East and South-West by property of the Malta Government; A plot of land measuring 0.20 acres containing a Married Quarter bounded on the South-West by Tigne Street and on all other sides by property of the Malta Government; A plot of land measuring 0.10 acres, containing a Married Quarter surrounded on all sides by property of the Malta Government;	8.30

Description of Property

*Area
in acres*

A building consisting of a number of garages, measuring 0·10 acres, bounded on the South-West by Tigne Street, and on all other sides by property of the Malta Government.

Tower and Water Reservoir at Nadur within the parochial limits of Mgarr, as shown on Deposited Plan No. 8, bounded on the South-East by a road, and on the North-West and South-West by property of the Malta Government. 0·80

Lands on cliffs as shown on Deposited Plan No. 9, within the parochial limits of Dingli consisting of: 2·92

A plot of land measuring 0·41 acres, surrounded on all sides by the property of Richard Thackray;

A plot of land measuring 0·92 acres, bounded on the North and on the North-West by a lane and on the South by a public road;

A plot of land measuring 0·90 acres, bounded on the South, South-West and on the East by a public road;

A plot of land measuring 0·69 acres, bounded on the South-East by a lane, on the North-West by property of Joseph Galea and others and on the South-West by property of the Malta Government.

Lands and buildings at Mtarfa as shown on Deposited Plan No. 10, within the parochial limits partly of Mdina and partly of Rabat consisting of: 90·80

A plot of land measuring 58·38 acres containing Mtarfa Barracks and other buildings and grounds, bounded on the West and South-West by a road and on the South-East by property of the Cathedral Church;

A plot of land measuring 1·43 acres bounded on all sides by a public road;

A plot of land measuring 0·71 acres bounded on the North, East and West by a public road;

A plot of land measuring 0·28 acres, bounded on the North, East and South by property of the Cathedral Church and on the West by a road;

A plot of land measuring 26·50 acres containing Mtarfa Hospital and ancillary buildings and grounds, bounded on the South-East by a road, on the North-East by a road and on the West by property of the Gauci family, Rosa Micallef and Anthony Abela;

A building with surrounding land measuring 0·40 acres bounded on the North-East by a public road, on the North-West and South-East by property of the Malta Government;

A plot of land measuring 1·70 acres used as a Cemetery bounded on the North by a road, on the West by a lane and on the East by property of the Malta Government;

Description of Property

*Area
in acres*

A plot of land measuring 1.40 acres bounded on the North-East by a public road, on the South-West and South-East by the property of the Sant Cassia family and others.	
Land and buildings, shown on Deposited Plan No. 11, within the parochial limits of Attard, known as the RAOC Depot, bounded on the South-East by Mdina Road, on the North-West by the Old Railway Track and on the East by property of Angela Cuschieri and Salvu Said.	12.15
Land and buildings shown on Deposited Plan No. 12, within the parochial limits of Qormi, known as the DOE H.Q., bounded on the North-East by Rabat Road, South-East by property of Messrs. Simonds-Farsons Cisk Limited and on the West and South-West by property of Emanuel Bugeja.	1.10
Land and buildings shown on Deposited Plan No. 13, within the parochial limits of Rabat, known as Dingli W/T Station bounded on all sides by property of the Carmelite Priory of Mdina.	16.65
Land and buildings shown on Deposited Plan No. 14, within the parochial limits of Zebbug, in the lands known as "Ta' Picciottu" used as a W/T and Radio Station, consisting of: A plot of land measuring 2.43 acres bounded on the South-West by a public road, on the South-East by property of the heirs of the late Dr. Stilon, and on the North-West by property of the Archiepiscopal Curia; A plot of land measuring 5.50 acres bounded on the North-East by a lane and on all other sides by property of the Monastery of San Pietro of Mdina.	7.93
Lands at Tal-Handaq shown on Deposited Plan No. 15 within the parochial limits of Qormi, used as a sports ground for the Services Secondary Comprehensive School, consisting of: A plot of land measuring 2.75 acres bounded on the North-East by Hal Mula Road, on the East by property of the Monastery of St. Peter of Mdina, and on the West by property of Zebbug Parish Church; A plot of land measuring 6.40 acres bounded on the South-West by Hal Mula Road, North-West by property of Paul Buhagiar and partly by Church property, on the East partly by property of Dr. Victor Ragonesi and partly by property of Safi Church.	9.15
Land and Buildings at Tal-Handaq, shown on Deposited Plan No. 16, within the parochial limits of Qormi, containing the Services Secondary Comprehensive School, bounded on the North, North-East and South-West by a lane.	9.00

Description of Property

*Area
in acres*

Land at Luqa Airfield shown on Deposited Plan No. 17 consisting of:

268.73

A plot of land in the parochial limits of Luqa, measuring 109.96 acres, bounded on the South-West and South-East by the Runway, property of the Malta Government, on the East partly with the Luqa-Qormi Road and partly with Government property;

A plot of land in the parochial limits of Luqa measuring 9.44 acres bounded on the North by the Runway, property of the Malta Government, on the West by the Airfield Taxiway, property of the Malta Government and on the South-East by property of the Malta Government;

A plot of land measuring 12.47 acres within the parochial limits of Luqa, bounded on the North-West and South-West by the Runway and on the East by the Airfield Taxiway, all belonging to the Malta Government;

A plot of land measuring 71.95 acres within the parochial limits of Luqa, bounded on the North-West, the North-North-East and the North-East in part by the Airfield Taxiway and other property, all belonging to the Malta Government;

A plot of land measuring 5.12 acres within the parochial limits of Luqa, bounded on all sides by the Runway and Airfield Taxiway, property of the Malta Government;

A plot of land measuring 59.19 acres within the parochial limits of Luqa, bounded on the North-East by the Runway and on the South-East by the Airfield Taxiway, both properties of the Malta Government and on the North-West by a public road;

A plot of land measuring 0.60 acres used as a Storm-Water Outfall, within the parochial limits of Siggiewi, bounded on all sides by property of the Church.

Land in the parochial limits of Luqa shown on Deposited Plan No. 17, measuring 4.67 acres, known as the Officers' Mess, bounded on the West by the Luqa-Qormi Road, on the North by the St. Bartholomew Hospital and on the East by property of the Malta Government.

4.67

Land measuring 4.60 acres, known as the Kirkop Plant Depot within the parochial limits of Kirkop shown on Deposited Plan No. 17, bounded on the South-West and the North-West by property of the Malta Government and on the North-East by the Luqa-Safi Link Road.

4.60

A room measuring approximately 15 feet by 15 feet, containing the Instrument Landing System shown on Deposited Plan No. 17, bounded on the West by the Luqa-Marsa Road, and on the remaining sides by property of Joseph Galea, within the parochial limits of Luqa.

<i>Description of Property</i>	<i>Area in acres</i>
Land measuring 55.86 acres containing various buildings, sports facilities and open spaces, known as Domestic Site No. 2, within the parochial limits of Luqa, shown on Deposited Plan No. 18, bounded on the West by the Luqa-Zurrieq Road, on the South-East by property of the Malta Government and on the North-East by property of the Archiepiscopal Curia, including underground fuel storage extending under and beyond the Luqa-Zurrieq Road and under property of the Malta Government.	55.86
Site of two houses at Nos. 1 and 2, Tal-Hofra, Dingli Road, Dingli.	1.80
Cable Test Point near San Biagio Church within the parochial limits of Zebbug.	0.005
Lands at Tal-Handaq, shown on Deposited Plan No. 19 within the limits of Qormi, together with underlying caves, consisting of: A plot of land measuring 5.71 acres bounded on the South by Valley of Wied Hanzir, on the East by property of the Estate of Dr. Cesareo, and on the West by a lane; A plot of land measuring 0.99 acres, bounded on the North-West by Valley of Wied Hanzir, on the South-East by property of the Delia Family and on the South-West by property of George Cassar.	6.70
Lascaris Barracks Valletta as shown on Deposited Plan No. 20 including underground accommodation, building by tunnel in Lascaris Ditch and the construction of concrete supporting buttresses at Custom House level, Aerial Arrays on St. Peter's counterguard and St. Peter's Curtain and upper car park.	2.00
Lands shown on Deposited Plan No. 21 within the parochial limits of Kalkara: A plot of land measuring 4.18 acres bounded on the South-West by the foreshore, on the North-West by property of the Malta Government and on the South-East by Baptist Street, containing Villa Portelli, Villa Kalkara and surrounding grounds; A plot of land measuring 0.22 acres bounded on the North-West by Baptist Street, on the North-East by a public road, and on the South-West by property of George Schinas, containing a Tennis Court.	4.40
Land shown on Deposited Plan No. 22 within the parochial limits of Kalkara, containing part of Rinella W/T Station and including Ex-HAA Gunsite consisting of: A plot of land measuring 5.98 acres, bounded on the South-West by Ghammieq Road, on the North-East and West by property of the Malta Government and on the South-East by a road;	9.64

<i>Description of Property</i>	<i>Area in acres</i>
A plot of land measuring 3.66 acres, bounded on the North-West by a road, on the South-West by Ghammieq Road and on the North-East by property of the Malta Government.	
Land shown on Deposited Plan No. 23 within the parochial limits of Kalkara containing part of Rinella W/T Station consisting of:	27.95
A plot of land measuring 27.72 acres, bounded on the North-East by Ghammieq Road, on the North-West partly by property of the Malta Government and partly by a road and on the South-West by property of the Malta Government;	
A plot of land measuring 0.23 acres, bounded on the North by Ghammieq Road, on the South by property of the Malta Government and on the West by a road.	
Ta' Braxia Cemetery shown on Deposited Plan No. 24 within the parochial limits of Guardamangia, bounded on the North-West by Our Lady of Sorrows Street, on the South-East and South-West by property of the Malta Government.	2.12
Montgomery House, Floriana, bounded on the North-West by St. Publius Street, on the South-West by Market Street and on the South-East by Strait Street.	0.20
A building in Harper Lane, Floriana housing the Defence Lands Offices, Claims Offices and the Army and Navy Married Quarters Offices, bounded on the North-West by Harper Lane, on the South-East by Crucifix Hill and on the North-East by public steps.	0.10
The lands shown on Deposited Plan No. 25 within the parochial limits of Floriana, known as St. Francis Ravelin containing DOE Central Stores, MT Pool, St. Mark Bastion Married Quarter, bounded on all sides by property of the Malta Government.	5.51
The Joint Services Families Clinic in Capuchins Street, Floriana, bounded on the North by Capuchins Street, on the East by Granaries Square and on the South by property of the Malta Government.	0.20
Marina Pinto Victualling Depot Cold Stores with entrances at Numbers 11, 12 and 40 Marina Wharf, Marsa, as shown on Deposited Plan No. 26.	1.00
Marina Pinto Military Forwarding Organisation at Marina Wharf, Marsa, bounded on the South by Marina Wharf, on the West partly by a lane and partly by property of the Malta Government and on the North-East by Magazine Bastion.	0.40

<i>Description of Property</i>	<i>Area in acres</i>
Gun Wharf Quay, Marina Pinto, as shown on Deposited Plan No. 27 within the parochial limits of Marsa, bounded on the South and South-East by the sea and on the North partly by a public road and partly by property of the Malta Government.	0.39
Victualling Depot Main Office Marina Pinto as shown on Deposited Plan No. 28, within the parochial limits of Floriana, bounded on the South-East by a road, on the North-West and North-East by property of the Malta Government. See Annotation (1).	1.64
Coal Yards "D" and "E", Marsa as shown on Deposited Plan No. 29, within the parochial limits of Marsa:	1.42
Coal Yard "D" measuring 0.77 acres, bounded on the North by the Wharf, on the South by property of the Malta Government and on the West by Cardiff Street;	
Coal Yard "E" measuring 0.65 acres, bounded on the North by the Wharf, on the South by property of the Malta Government and on the South-West by Hartlepool Street.	
Sites in Corradino Naval Base shown on Deposited Plan No. 30 within the parochial limits of Paola and Marsa namely:	30.80
RN Supply and MT Depot	
Recreational Grounds	
Fire Station	
Five Married Quarters and Grounds	
Incinerator	
Ras Hanzir underground Power Station.	
Ras Hanzir Fuel Depot and Fuel Wharf including fuel lines and Dolphins as shown on Deposited Plan No. 31 within the parochial limits of Marsa, bounded on the North-West partly by the sea and partly by Coal Wharf, on the North-East and South-East by property of the Malta Government. See Annotation (2).	2.80
Underground Tunnels at St. Michael's Bastion with access from Store Wharf.	
Sheer Bastion Telephone Exchange, Emergency Generator Site and Quarters 1, 2 and 4 Anchor Wharf (Dockyard Terrace), Senglea, 195 and 196 St. Joseph Street, Senglea, and No. 1 Millstone Street, Senglea.	0.65
Naval Base Area (Dockyard Creek East Side), Oil and Garden Reach Wharves as shown on Deposited Plan No. 32, and underground sub-station under Margherita Square.	3.03

<i>Description of Property</i>	<i>Area in acres</i>
HMS <i>St. Angelo</i> , including Boat Camber, HM Victualling Yard and Wharves abutting onto Grand Harbour and Dockyard Creek from HMS <i>St. Angelo</i> —as shown on Deposited Plan No. 33, bounded on the North-East, North and West by the sea.	15·86
Rinella Military Cemetery within the parochial limits of Kalkara, bounded on the South-West by a lane and on the North-East and North-West by property of the Malta Government.	1·10
Services School and St. Clements Parade Ground as shown on Deposited Plan No. 34 within the parochial limits of Cospicua, bounded on all sides by the Bastion and with access from Verdala Gate.	12·38
Land in San Rocco Area as shown on Deposited Plan No. 35 within the parochial limits of Zabbar bounded on the North by Fort St. Rocco, on the West by a Road and the North-East by property of the Malta Government.	11·90
Royal Naval Cemetery Kalkara within the parochial limits of Zabbar, bounded on the North-West, North and East by public roads.	6·20
Subsoil Rights over Oil Storage chambers in the vicinity of Wied Has-Saptan and the pipelines to Corradino and Marsaxlokk.	
Vent No. 5 at Site Tal-Ludi, Tarxien within the parochial limits of Tarxien.	0·70
Signals Station and site for seven Towers as shown on Deposited Plan No. 36 within the parochial limits of Siggiewi, bounded on the South-West by Siggiewi-Mqabba Road and on the North and North-West by lanes.	26·70
HF/DF Station at Tax-Xatbal-Hamra shown on Deposited Plan No. 37 within the parochial limits of Mqabba, with access from the Mqabba-Kirkop Road, bounded on all sides by property of the Cathedral Church.	4·69
Met. Office near San Niklaw Church as shown on Deposited Plan No. 38 within the parochial limits of Qrendi consisting of:	7·33
A plot of land measuring 0·60 acres, bounded on the North-East by San Niklaw Road and on all other sides by property of the Malta Government;	
A plot of land measuring 6·73 acres, bounded on the North and North-West by the property of the Malta Government and on the South-West by a road (Tal-Cabocci).	
The land as shown on Deposited Plan No. 39 within the parochial limits of Safi, Kirkop and Gudja, bounded on the North-East by property of the Malta Government, and on the South-West by a public road and on the South by property of the Strickland family.	112·57

<i>Description of Property</i>	<i>Area in acres</i>
Vent No. 4 at site Tal-Mithna limits of Gudja.	0·40
Site at Wied Has-Saptan as shown on Deposited Plan No. 40 containing underground Oil Storage (POL Scheme) within the parochial limits of Gudja, bounded on the South-East and West by property of the Malta Government and Wayleave for Oil Pipeline at MOD Road. See Annotation (3).	1·36
Site at Ta'Hmis, Wied Has-Saptan as shown on Deposited Plan No. 41 within the parochial limits of Gudja, bounded on the North-East by Gudja Road and on the North-West and South-West by property of Salvatore Lanzon including Vent Shaft No. 7.	0·25
Site at Ras il-Wied, Has-Saptan as shown on Deposited Plan No. 42 within the parochial limits of Gudja, bounded on the South-East by property of the Parish Church of Attard, and on the North-East and South-West by property of Bendu Ellul.	0·13
Site at Wied Dalam as shown on Deposited Plan No. 43 within the parochial limits of Ghaxaq, bounded on the West and South-West by a lane and on the East by waste land.	0·60
Site at Ix-Xerrieq as shown on Deposited Plan No. 44 within the parochial limits of B'Bugia, bounded on the North-East, South and South-West by property of the late Dr. Matteo Zammit, LL.D., and on the North-West by a road, including Vent Shaft No. 2.	0·31
Lands at Wied Dalam as shown on Deposited Plan No. 45 within the parochial limits of B'Bugia consisting of:	23·90
A plot of land measuring 0·70 acres, bounded on the East by a public road and on the North-West and North-East by a lane;	
A plot of land measuring 23·20 acres, containing underground Oil Tanks bounded on the East by the public road and on the South-West and South-East by Malta Government property.	
Site of Vent Shaft No. 1 at Qajjenza as shown on Deposited Plan No. 46 within the parochial limits of M'Xlokk, bounded on the North-West and South-West by a lane, and on the North-East by property of the heirs of the late Monsinjur Canon Domenico Cutajar.	0·53
Jetty and Slipway and Marine Craft Unit as shown on Deposited Plan No. 47 within the parochial limits of M'Xlokk consisting of:	6·74
A plot of land measuring 5·69 acres, containing Hangar and other buildings, bounded on the East and North-East by a road and on the North-West by property of the Malta Government;	

Description of Property

*Area
in acres*

A plot of land measuring 1·05 acres, containing Slipway and other buildings, bounded on the North and East by the sea and on the South-West by a road.	
Reclamation area below San Luciano as shown on Deposited Plan No. 48 within the parochial limits of M'Xlokk bounded on the South-East and North-East by the sea and on the West by property of the Malta Government. Pipeline on seabed to Dolphin in M'Xlokk Harbour.	1·18
Site of Reservoir and Fresh Water Main on road Ta'Hlantun within the parochial limits of Zurrieq as shown on Deposited Plan No. 49, bounded on the South-West by a road, and on the North-East and South-East by property of Joseph Darmanin.	0·10
Land and Buildings as shown on Deposited Plan No. 50 (see Annotation (4)) within the parochial limits of Zurrieq and Birzebbugia, known as the Hal-Far Airfield Complex consisting of: A plot of land measuring 29·09 acres containing Married Quarters and other facilities, bounded on the West by the Hal-Far-Safi Link Road, on the North-East by property of the heirs of the late Carlo Camilleri and on the South by the Hal-Far-Kalafrana Road; A plot of land measuring 10·14 acres containing various buildings and open spaces, bounded on the South-West and South by the Hal-Far-Kalafrana Road and on the East by the Hal-Far-Birzebbugia Road; A plot of land measuring 32·80 acres containing buildings and recreational facilities, bounded on the West by the Hal-Far-Birzebbugia Road, on the South-West by the Hal-Far-Kalafrana Road and on the East by property of the Apap Bologna family; A plot of land measuring 452·97 acres containing the airfield proper, bounded on the South-West by the Cliff Edge, on the North-East by the Kalafrana Road, on the South by property of the Malta Government and in part with property of the family Camilleri Preziosi.	525·00
Land at Kalafrana shown on Deposited Plan No. 51 within the parochial limits of Birzebbugia, consisting of: A plot of land measuring 5·32 acres containing Married Quarters and other facilities, bounded on the North, West and South-West by property of the Malta Government; A plot of land measuring 1·76 acres containing Officers' Married Quarters and grounds, bounded on the North and East by property of the Malta Government and on the South by a road;	8·18

<i>Description of Property</i>	<i>Area in acres</i>
A plot of land measuring 1·10 acres containing Officers' Married Quarters and grounds, bounded on the North by a road and on the East and South by Church property.	
Lands at Tal-Bajtra as shown on Deposited Plan No. 52 within the parochial limits of Zurrieq consisting of:	2·56
A plot of land measuring 1·40 acres bounded on the North-East by the Tal-Bajtra lane, on the North by property of Joseph Axiaq and on the West by property of the heirs of the Rev. P. P. Saydon;	
A plot of land measuring 0·90 acres bounded on the South-West and South-East by a lane, and on the North-West by property of Mary Preziosi;	
A plot of land measuring 0·26 acres bounded on the South-East by the cliff-edge and on the North by a lane, and on the West by property of Maria Bonnici and others.	
Land at Benghajsa as shown on Deposited Plan No. 53 within the parochial limits of B'Bugia containing a Signal Station including sites for four towers, consisting of:	25·29
A plot of land measuring 24·66 acres containing a Signal Station, bounded on the North-West, North-East and South-East by public roads, and four towers outside the plot;	
A plot of land measuring 0·63 acres bounded on the North-West and South-West by a road and on the South-East and North-East by property of the Malta Government.	
Land at Benghajsa as shown on Deposited Plan No. 54 within the parochial limits of B'Bugia bounded on the North and West by roads and on the South-East by the cliff-edge.	22·37
Land at Ta' Dbiegi, Gozo, as shown on Deposited Plan No. 55 within the parochial limits of Gharb, bounded on the North by San Lawrenz Road and on the South-West by property of the Testaferrata Moroni Viani Estates and on the South-East by property of Marquis Cassar Desain Estates.	1·40
Zonqor—W/T Station. Lands containing buildings, W/T Masts and Sports Facilities, with rights over private property measuring 40·50 acres, to erect Aerial Arrays, and access thereto for maintenance, as shown on Deposited Plan No. 56, within the parochial limits of Marsaskala, consisting of:	5·68
A plot of land measuring 1·77 acres bounded on the South-East and South-West by a lane and on the North-East by Costa Skala Estates;	
A plot of land measuring 1·81 acres bounded on the South-East and North-East by a lane and on the South-West by property of the Malta Government;	

Description of Property

*Area
in acres*

A plot of land measuring 0.40 acres bounded on the South-West by a road, on the South-East by a lane and on the North-East by property of the Malta Government;

A plot of land measuring 1.70 acres bounded on the South-West, West and North-West by lanes.

NAAFI Bakery, Timber Wharf, Marsa 0.40

NAAFI Headquarters Area Office, Imperial Court, Flagstone Wharf, Marsa. 0.70

ANNOTATIONS

(1) Subject to right of access in favour of the Malta Government through the property to rear of Civil Forni Stores.

(2) Subject to right of access in favour of the Malta Government through Fuel Wharf to Laboratory Wharf.

(3) Subject to right of access in favour of the Malta Government to underground storage and tunnels and to use of allocated capacity at Has-Saptan.

(4) Subject in particular to the provisions of Section 8 of Part 2 of the Annex.

PART II

Land to be occupied and used by the British authorities until due for surrender in accordance with the provisions hereunder.

Qaliet Marku promontory as shown on Deposited Plan No. 57 within the parochial limits of Gharghur, bounded on the South-West by Salina Coast Road and on all other sides by the sea; 38.60

Will be surrendered when the necessary air and sea clearances have been given by the Malta Government at Ghajn Tuffieha or Pembroke.

Lower Camp Ghajn Tuffieha as shown on Deposited Plan No. 58 within the parochial limits of Mgarr, bounded on the North, East and West by roads; 55.13

To be surrendered when required by the Malta Government for actual use.

Fire Station at Former Airfield Ta'Qali as shown on Deposited Plan No. 59 within the parochial limits of Mdina surrounded on all sides by property of the Malta Government; 5.85

<i>Description of Property</i>	<i>Area in acres</i>
To be surrendered within six months of the date of the Agreement.	
Naval Victualling Store Depot at Hamrun as shown on Deposited Plan No. 60 within the parochial limits of Santa Venera, bounded on the North partly by the public road and partly by Malta Government property and on the South-East by a road, and on the North-West by property of Paul Sciberras;	1·97
To be surrendered within six months from the date of the Agreement.	
Underground Sub-station on Manoel Island, Gzira;	
To be surrendered when required by Malta Electricity Board.	
Cable Frame Room on foreshore at Ta'Xbiex within the parochial limits of Msida.	0·02
To be surrendered when required by Malta Electricity Board.	
Valletta—Lascaris:	
Five rooms in Lascaris Barracks numbered 127, 128, 129, 130 and 136 with access thereto; to be surrendered within three months from the date of the Agreement.	
Ditch as shown on Deposited Plan No. 61;	0·94
To be surrendered within six months from the date of the Agreement.	
Corradino Hill, other than as provided for under Part I of this Schedule;	
To be surrendered when required by the Malta Government.	
Safi North Maintenance Depot and other land as shown on Deposited Plan No. 62 within the parochial limits of Gudja, bounded on the South-West and South by property of the Malta Government and on the North-East by property of the family Bonnici Mallia and others:	66·14
To be surrendered in sufficient time so as not to obstruct the airfield development plans of the Malta Government.	
Kalafrana—Beach facilities as shown on Deposited Plan No. 63;	
To be surrendered when required by the Malta Government for actual use, other than as a beach facility.	
Luqa—Land forming part of the area known as the Domestic Site No. 2, within the parochial limits of Luqa, measuring 9·94 acres, shown on Deposited Plan No. 64, bounded on the North-West by the Luqa-Zurrieq Road, on the North-East and South-West by property of the Malta Government;	9·94

Description of Property

*Area
in acres*

To be surrendered in sufficient time so as not to obstruct the airfield development plans of the Malta Government, subject to provision by the Malta Government of continued access by road to the fuel stores referred to in the description of the land shown on Deposited Plan No. 18, in Part I of this Schedule.

Land and Buildings at Haywharf, shown on Deposited Plan No. 65 within the parochial limits of Floriana, bounded on the North-West by the sea, on the South-East by Casemate Bastion and on the North-East by Msida Bastion; 1.50

To be surrendered when required by the Malta Government for actual use.

DEFINITION

In this Schedule "Deposited Plan" means a plan drawn in duplicate, the two originals being agreed by and deposited with the Commissioner of Land and the Defence Land Agent respectively.

APPENDIX TO SECTION 7 OF PART 2 OF THE ANNEX

Provision of Facilities and Services at Luqa Airfield which are used jointly by Civil Aircraft and British Military Aircraft.

1. The purpose of this Appendix is to set out the arrangement for the installation and maintenance of the facilities and services at or connected with Luqa airfield which are used by or for the purposes of both civil and military aircraft.

2. The area occupied exclusively by the Maltese authorities, that by the British authorities, and that used jointly by both the Maltese and British authorities are shown coloured red, yellow and blue respectively on the attached map⁽³⁾.

3. The British authorities shall provide and maintain, and meet the whole cost of, essential airfield facilities and services other than those in areas occupied exclusively by the Maltese authorities; provided that any additional cost for the provision and maintenance of facilities and services to a standard higher than that existing at present exclusively to meet a civil aviation need shall be at the charge of the Government of Malta.

4. The British authorities shall be responsible for the maintenance of all existing joint user, runways, taxiways, hardstandings, buildings and other installations and of any new runway, taxiway, hardstanding, building or other installation used jointly by the Maltese and British authorities.

5. The Government of Malta shall collect and retain the revenue from landing, housing and parking fees in respect of the use by aircraft of both the jointly used and civil facilities and services at Luqa. Changes in the scale of fees shall be the responsibility of the Government of Malta. United Kingdom military aircraft, except those which are not under the control of the British authorities, shall be exempt from the payment of fees for landing, housing and parking.

⁽³⁾ Not reproduced.