

SEYCHELLES



Treaty Series No. 64 (1981)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Seychelles
constituting the
British Expatriates Supplementation
(Seychelles) Agreement 1981

Victoria, 31 March 1981

[The Agreement entered into force on 1 April 1981]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
August 1981*

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES
CONSTITUTING THE BRITISH EXPATRIATES
SUPPLEMENTATION (SEYCHELLES) AGREEMENT 1981**

No. 1

*The United Kingdom High Commissioner at Victoria
to the President of the Republic of Seychelles*

*British High Commission
Victoria*

Dear Mr President,

31 March 1981

British Expatriates Supplementation (Seychelles) Agreement 1981

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Seychelles relating to certain staff in the service of organisations or institutions specified in the First Annex to this Note (hereinafter referred to as "the employing authorities") and to place on record the terms of the agreement which was reached:

1. The Government of the United Kingdom shall provide assistance upon the terms and conditions set out in the Second Annex to this Note in respect of certain expatriate staff in the service of the employing authorities. The First Annex to this Note may, by agreement between the Government of the United Kingdom and the Government of Seychelles, be varied or amended from time to time by adding thereto or deleting therefrom the name of any organisation or institution.

2. Any emoluments, allowances, grants, supplements, medical expenses, and gratuities paid by the Government of the United Kingdom to staff designated under this agreement in respect of duties performed in Seychelles shall be exempt from payment of income tax under any law in force in Seychelles, provided that the person concerned is resident in Seychelles solely for the purpose of such duties.

3. The agreement shall come into operation on 1 April 1981 and shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of Seychelles, on 31 March 1986.

If this Note and its Annexes correctly set out the terms that have been agreed, I have the honour to propose that this Note and your reply in that

sense shall constitute an Agreement between our two Governments and shall be cited as the British Expatriates Supplementation (Seychelles) Agreement 1981.

I avail myself of this opportunity to renew to your Excellency the assurance of my highest consideration.

I have the honour to be,

Sir

Your obedient Servant

ERIC YOUNG

FIRST ANNEX

Seychelles National Investment Corporation.
Seychelles Public Transport Corporation.
Seychelles Agricultural Development Company.
Works Enterprises Ltd.
Seychelles Timber Company.
State Assurance Corporation.
Central Supplies Ltd.
Seychelles Housing Development Corporation.
Seychelles Water Authority.
Boat Builders Ltd.
FLAGCO.
Air Seychelles.
ULC.
Seychelles Commodity Company.
Seychelles Island Foundation.
Seychelles Electricity Corporation Ltd.
National Consultancy Services Ltd.

SECOND ANNEX

1. The Government of the United Kingdom will make payments and reimbursements specified in this Annex to or in respect of staff in the service of an employing authority who are designated by the Government of the United Kingdom as hereafter mentioned (hereinafter referred to as "designated officers").

2. The Government of the United Kingdom will pay, on behalf of the employing authority, to each designated officer:

- (a) any salary supplement for which such officer may be eligible at such rates as may be specified from time to time by the Government of the United Kingdom;
- (b) any education allowance for which such designated officer may be eligible in respect of any child under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (c) any appointment grant for which such officer may be eligible on such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (d) that part of any gratuity payable to the officer which accrues by virtue of the addition to his emoluments of the salary supplement referred to in this paragraph;
- (e) any allowance in respect of medical treatment not available free under the Seychelles Health Service for which the officer may be eligible under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom. "Medical" includes dental.

3. The Government of the United Kingdom will meet the cost of holiday passages for the children of a designated officer to enable them to visit their parents in Seychelles on such terms and conditions and occasions and in respect of such children and at such rates and by such classes of accommodation as may be specified from time to time by the Government of the United Kingdom.

4. The Government of the United Kingdom will reimburse the employing authority the amount paid by the employing authority in providing for designated officers and their dependent families passages on such occasions (not being occasions referred to in paragraph 3 above) as the Government of Seychelles may, with the prior concurrence of the Government of the United Kingdom, prescribe. Passages for designated officers and their dependent families should be, where available, by British carriers and where practicable by charter flights or on an excursion or other cheaper rate tariff.

5. Payments by the Government of the United Kingdom under paragraph 2 above will be made into an account at a bank outside Seychelles nominated by the officer and situated in the United Kingdom or the Republic of Ireland or such other country as may be agreed by the Government of the United Kingdom.

6. The Government of Seychelles will provide, or ensure that the employing authority provides, each designated officer with accommodation and basic furnishings in good condition and suitable to the rank and family circumstances of the officer, at a rent reasonable in relation to his local basic salary, within such a period after arrival as shall be agreed with the British High Commission, which will normally be not more than fifteen days.

7. The Government of Seychelles will, whenever requested to do so by the Government of the United Kingdom, supply to that Government such accounts and other information in connection with the operation of the Agreement as may be specified in such request.

8. The employing authority will promptly inform the Government of the United Kingdom and the Government of Seychelles of any event which might affect the eligibility of a designated officer under the Agreement to receive payments from the Government of the United Kingdom.

9. Whenever the employing authority wishes to renew the contract of a designated officer, or to recruit an officer who may be eligible for designation, that authority will consult the Government of the United Kingdom and that Government will inform the authority whether or not the officer's designation may be continued or the officer designated, as the case may be, in accordance with the Agreement.

10. The Government of the United Kingdom and each employing authority will hold periodic reviews of the requirements that the employing authority may have as regards the employment of designated officers in their service so that the Government of the United Kingdom may determine the classes and numbers of officers whom the Government of the United Kingdom is prepared to designate. During such reviews the employing authority will provide the Government of the United Kingdom with such information as that Government may require in order to calculate the amounts payable by the Government and the number of officers to be designated.

11. An officer may be designated generally or for such period as may be specified in the designation, and the designation of an officer may be terminated at the discretion of the Government of the United Kingdom; provided that the Government of the United Kingdom in exercise of such discretion will take into account the consequences which would follow if designation were terminated.

12. In the event of a designated officer being seconded from the employment of the employing authority to the Public Service of the Government of Seychelles without the prior concurrence of the Government of the United Kingdom, the Government of Seychelles will, if requested to do so by the Government of the United Kingdom, pay to that Government a sum equal to the total cost of the reimbursements and payments made by that Government in respect of that officer whilst so seconded.

No. 2

*The Minister of Administration and Political Organisation, Seychelles
to the United Kingdom High Commissioner at Victoria*

Ministry of Administration and Political Organisation

31 March 1981

Your Excellency,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

[As in No. 1]

I confirm that the foregoing correctly sets out the terms that have been agreed and my Government therefore agrees that your Note and this reply shall constitute an Agreement between our two Governments and shall be cited as the British Expatriates Supplementation (Seychelles) Agreement 1981.

I take this opportunity to renew to Your Excellency the assurance of my highest consideration.

GUY SINON