



Treaty Series No. 110 (1972)

Exchange of Notes

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

concerning Officers designated by the
Government of the United Kingdom
in the Service of the Government
of Fiji

(The Fiji (Overseas Service) Agreement 1971)

Suva, 31 March 1971

[The Agreement entered into force on 1 April 1971]

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

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF FIJI CONCERNING OFFICERS
DESIGNATED BY THE GOVERNMENT OF
THE UNITED KINGDOM IN THE
SERVICE OF THE GOVERNMENT OF FIJI**

No. 1

*The United Kingdom High Commissioner at Suva to the Secretary for the
Public Service and Rural Development of Fiji*

(6/4)

*British High Commission,
Suva.*

Sir,

31 March 1971.

I have the honour to refer to discussions and correspondence between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Fiji relating to certain officers in the service of the Government of Fiji designated by the Government of the United Kingdom, as a result of which the following agreement was reached:

“1. The Government of the United Kingdom will make the reimbursements and payments as specified in this agreement, to or in respect of officers in the public service of the Government of Fiji who are designated by the Government of the United Kingdom in accordance with this agreement (such officers being hereinafter referred to as “designated officers”).

“2. The Government of the United Kingdom and the Government of Fiji will hold an annual review of the requirements that the Government of Fiji may have as regards the employment of designated officers in their public service, so that the Government of the United Kingdom may, as appropriate, and in accordance with funds available, determine the number and class or category of officers who may be designated in accordance with this agreement during the ensuing period of 12 months. During such annual review the Government of Fiji will provide the Government of the United Kingdom with such information as that Government may require in order to calculate the amounts payable by that Government and the number of officers to be designated during the ensuing period of 12 months.

“3. The Government of the United Kingdom will reimburse the Government of Fiji the amount paid by the Government of Fiji in providing for designated officers and their dependent families passages on such occasions (not being occasions referred to in paragraph 5 of this agreement) as the Government of Fiji may, with the concurrence of the Government of the United Kingdom prescribe.

“ 4. The Government of the United Kingdom will, after consultation with and on behalf of the Government of Fiji, pay direct to each designated officer (whether serving on contract or pensionable terms):

- (a) an inducement allowance at such rate 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 the 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 to him by virtue of the addition to his emoluments of the inducement allowance referred to in this paragraph.

“ 5. The Government of the United Kingdom will meet the cost of holiday passages for the children of a designated officer, that is to say, passages to enable children to visit their parents in the overseas territory in which they are residing, on such terms and conditions and occasions 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.

“ 6. The allowance, grant and gratuity payable direct to a designated officer by the Government of the United Kingdom in accordance with the provisions of this agreement will be paid into an account at a bank nominated by the officer 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.

“ 7. The allowances, grant and gratuity paid direct by the Government of the United Kingdom to a designated officer in respect of duties performed by him in Fiji will be exempt from the payment of income tax under any law in force in Fiji.

“ 8. Following the annual discussion referred to in paragraph 2 the Government of the United Kingdom may prescribe the classes or categories of officers the members of which they are prepared to designate, the numbers of officers in each such class or category which may be designated and the maximum sum that will be available during any specified period to meet the obligations of the United Kingdom under this agreement.

“ 9. An officer may be designated generally or for such period as may be specified in the designation; and the designation may provide that an officer shall cease to be designated on the happening of a specified event or at the discretion of the Government of the United Kingdom. In the event of a designated officer being seconded from the employment of the Government of Fiji without the concurrence of the Government of the United Kingdom, the Government of Fiji will, if requested to do so by the Government of the United Kingdom, pay to the Government

of the United Kingdom a sum equal to the total cost of the reimbursements and payments made by the Government of the United Kingdom in respect of that officer while so seconded.

“ 10. The Government of Fiji will make every reasonable effort to provide each designated officer either with accommodation and basic furnishings in good condition at a rent reasonable in relation to his local basic salary and failing provision of such accommodation will provide appropriate rental allowance in lieu thereof; and during the period which he spends in a hotel or lodgings awaiting the opportunity to occupy such accommodation, he shall be entitled to receive the hotel allowance laid down in such circumstances.

“ 11. The Government of Fiji will promptly inform the Government of the United Kingdom of any event which might affect the obligations of the Government of the United Kingdom under this agreement to make payment to a designated officer; and if the Government of Fiji fail to comply with this paragraph and that failure results in the Government of the United Kingdom's making an overpayment to an officer, the Government of Fiji will reimburse the Government of the United Kingdom the whole or any part of that overpayment which cannot be recovered from the officer.

“ 12. The Government of Fiji 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 this agreement as may be specified in such respect.

“ 13. This agreement shall come into operation on the first day of April 1971 and on that day the Overseas Service (Fiji) Agreement 1961 (and the agreements amending that agreement)⁽¹⁾ shall terminate.

“ 14. This agreement shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of Fiji, on 31 March 1976.”

2. If this letter correctly sets out the terms that have been agreed, I have the honour to suggest that this letter and your reply should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Fiji, which may be cited as the Fiji (Overseas Service) Agreement 1971.

I have the honour to be,

Sir,

Your obedient Servant,

J. R. WILLIAMS

High Commissioner.

(1) Not published in Treaty Series.

No. 2

*The Secretary for the Public Service and Rural Development of Fiji to the
United Kingdom High Commissioner at Suva*

Suva.

Your Excellency,

31st March, 1971.

I write to acknowledge the receipt of your letter No. 6/4 of the 31st March, 1971 setting out the terms of the Overseas Service Aid Scheme agreement between the Governments of the United Kingdom and Fiji for five years from the 1st April, 1971.

2. I confirm that your letter correctly sets out the terms that have been agreed and that this letter and yours should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Fiji, which may be cited as the Fiji (Overseas Service) Agreement 1971.

I have the honour to be,
Your Excellency's obedient Servant,
C. WALKER
*Secretary for the Public Service
and Rural Development.*

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