

Treaty Room

BELIZE



Treaty Series No. 33 (1982)

## Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Belize  
for the Promotion and Protection of  
Investments

Belmopan, 30 April 1982

[The Agreement entered into force on 30 April 1982]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
September 1982*

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 BELIZE FOR THE PROMOTION AND  
PROTECTION OF INVESTMENTS**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize;

Desiring to create favourable conditions for greater investment by nationals and companies of one State in the territory of the other State;

Recognising that the encouragement and reciprocal protection under international agreement of such investments will be conducive to the stimulation of individual business initiative and will increase prosperity in both States;

Have agreed as follows:

**ARTICLE 1**

**Definitions**

For the purposes of this Agreement:

- (a) "investment" means every kind of asset and in particular, though not exclusively, includes:
- (i) movable and immovable property and any other property rights such as mortgages, liens or pledges;
  - (ii) shares, stock and debentures of companies or interests in the property of such companies;
  - (iii) claims to money or to any performance under contract having a financial value;
  - (iv) intellectual property rights and goodwill;
  - (v) business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources.
- (b) "returns" means the amounts yielded by an investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties or fees.
- (c) "nationals" means:
- (i) in respect of the United Kingdom: physical persons deriving their status as United Kingdom nationals from the law in force in the United Kingdom;
  - (ii) in respect of Belize: physical persons deriving their status as Belizean nationals from the Constitution and any other law in force in Belize.

(d) "companies" means:

(i) in respect of the United Kingdom: corporations, firms or associations incorporated or constituted under the law in force in any part of the United Kingdom or in any territory to which this Agreement is extended in accordance with the provisions of Article 11;

(ii) in respect of Belize: corporations, firms or associations incorporated or constituted under the law in force in any part of Belize, or any other companies as may be agreed by exchange of notes between the Contracting Parties.

(e) "territory" means, in respect of the United Kingdom, Great Britain and Northern Ireland and any territory to which this Agreement is extended in accordance with the provisions of Article II.

#### ARTICLE 2

##### Promotion and Protection of Investment

(1) Each Contracting Party shall encourage and create favourable conditions for nationals or companies of the other Contracting Party to invest capital in its territory, and, subject to its right to exercise powers conferred by its laws, and consistently with its national objectives, shall admit such capital.

(2) Investments of nationals or companies of either Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of nationals or companies of the other Contracting Party. Each Contracting Party shall observe any obligation it may have entered into with regard to investments of nationals or companies of the other Contracting Party.

#### ARTICLE 3

##### National treatment and Most-favoured-nation Provisions

(1) Neither Contracting Party shall in its territory subject investments or returns of nationals or companies of the other Contracting Party to treatment less favourable than that which it accords in the same circumstances to investments or returns of its own nationals or companies or to investments or returns of nationals or companies of any third State.

(2) Neither Contracting Party shall in its territory subject nationals or companies of the other Contracting Party, as regards their management, use, enjoyment or disposal of their investments, to treatment less favourable than that which it accords in the same circumstances to its own nationals or companies or to nationals or companies of any third State.

#### ARTICLE Compensation

(1) Nationals or companies of one Contracting Party in the territory of the other Contracting Party shall be accorded fair and equitable treatment and compensation in the event of nationalisation, expropriation or other armed conflict, revolution, a insurrection or riot in the territory of the latter Contracting Party. Compensation shall be accorded by the latter Contracting Party to nationals or companies of the other Contracting Party in the event of nationalisation, expropriation or other armed conflict, revolution, a insurrection or riot in the territory of the latter Contracting Party.

(2) Without prejudice to paragraph (1), compensation shall be accorded to nationals or companies of one Contracting Party who in that paragraph suffer losses in the territory of the other Contracting Party resulting from—

(a) requisitioning of their property by the latter Contracting Party;

(b) destruction of their property by the latter Contracting Party, not caused in combat action or war situation,

shall be accorded restitution or adequate compensation. Such compensation shall be freely transferable.

#### ARTICLE Expropriation

(1) Investments of nationals or companies of one Contracting Party shall not be nationalised, expropriated or otherwise treated in a manner equivalent to nationalisation or expropriation ("expropriation") in the territory of the other Contracting Party. In the event of expropriation for a public purpose related to the international relations of the latter Contracting Party, just and equitable compensation. Such compensation shall be the fair market value of the investment existing immediately before the impending expropriation became public. Compensation shall be paid at the rate prescribed by law until the date of payment, without undue delay, be effectively realisable and transferable. Nationals or companies affected shall have a right of appeal to the Contracting Party making the expropriation, to the independent authority of that Party, of which the latter Contracting Party is a member, or of his or its investment in accordance with paragraph (1) of this Article.

(2) Where a Contracting Party expropriates shares in a company which is incorporated or constituted under the law of its own territory, and in which nationals or companies of the other Contracting Party own shares, it shall accord compensation in accordance with paragraph (1) of this Article are applied to such nationals or companies of the other Contracting Party to such nationals or companies of the other Contracting Party owners of those shares.

#### ARTICLE 4

##### Compensation for Losses

(1) Nationals or companies of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection or riot in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own nationals or companies or to nationals or companies of any third State

(2) Without prejudice to paragraph (1) of this Article, nationals or companies of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from—

- (a) requisitioning of their property by its forces or authorities, or
- (b) destruction of their property by its forces or authorities which was not caused in combat action or was not required by the necessity of the situation,

shall be accorded restitution or adequate compensation. Resulting payments shall be freely transferable.

#### ARTICLE 5

##### Expropriation

(1) Investments of nationals or companies of either Contracting Party shall not be nationalised, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose related to the internal needs of that Party and against just and equitable compensation. Such compensation shall amount to the fair market value of the investment expropriated before the expropriation or impending expropriation became public knowledge, shall include interest at the rate prescribed by law until the date of payment, shall be made without undue delay, be effectively realisable and be freely transferable. The national or company affected shall have a right, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Party, of his or its case and of the valuation of his or its investment in accordance with the principles set out in this paragraph.

(2) Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which nationals or companies of the other Contracting Party own shares, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to guarantee the compensation provided for in that paragraph in respect of their investment in such nationals or companies of the other Contracting Party who are owners of those shares.

ARTICLE 6

**Repatriation of Investment and Returns**

Each Contracting Party shall in respect of investments guarantee to nationals or companies of the other Contracting Party the unrestricted transfer to the country where they reside of their investments and returns, subject to the right of each Contracting Party in exceptional balance of payments difficulties and for a limited period to exercise equitably and in good faith powers conferred by its laws. Such powers shall not however be used to impede the transfer of returns, and as regards the proceeds of the sale or the liquidation of the investment the actual transfer may be spread over as few years as possible, but not more than five years. Transfers of currency shall be effected without delay in the convertible currency in which the capital was originally invested or in any other convertible currency agreed by the investor and the Contracting Party concerned. Unless otherwise agreed by the investor transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

ARTICLE 7

**Exceptions**

The provisions in this Agreement relative to the grant of treatment not less favourable than that accorded to the nationals or companies of either Contracting Party or of any third State shall not be construed so as to oblige one Contracting Party to extend to the nationals or companies of the other the benefit of any treatment, preference or privilege resulting from—

- (a) any existing or future customs union, common market or similar international agreement to which either of the Contracting Parties is or may become a party, or
- (b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation, or
- (c) domestic legislation in force at the time of signature of this Agreement relating to specific economic activities reserved to nationals or companies of one Contracting Party, as specified in the Annex to this Agreement.

ARTICLE 8

**Settlement of Disputes between an Investor and a Host State**

(1) Disputes between a national or company of one Contracting Party and the other Contracting Party concerning an obligation of the latter under this Agreement in relation to an investment of the former which have not been amicably settled shall after a period of three months from written notification of a claim be submitted to international arbitration if either party to the dispute so wishes.

(2) Where the dispute is referred to international arbitration, the investor and the Contracting Party concerned in the dispute may agree to refer the dispute either to—

- (a) the International Centre for the Settlement of Investment Disputes (having regard to the provisions, where applicable, of the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington D.C. on 18 March 1965<sup>(1)</sup> and the Additional Facility for the Administration of Conciliation, Arbitration and Fact-Finding Proceedings); or
- (b) the Court of Arbitration of the International Chamber of Commerce; or
- (c) an international arbitrator or *ad hoc* arbitration tribunal to be appointed by a special agreement or established under the Arbitration Rules of the United Nations Commission on International Trade Law.

If after a period of three months from written notification of the claim there is no agreement to an alternative procedure, the parties to the dispute shall be bound to submit it to arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law as then in force. The parties to the dispute may agree in writing to modify these Rules.

#### ARTICLE 9

##### Disputes between the Contracting Parties

(1) Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled through the diplomatic channel.

(2) If a dispute between the Contracting Parties cannot thus be settled, it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.

(3) Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State who on approval by the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members.

(4) If within the periods specified in paragraph (3) of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he too is prevented from discharging the said

<sup>(1)</sup> Treaty Series No. 25 (1967), Cmnd. 3255.

function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

(5) The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two Contracting Parties, and this award shall be binding on both Contracting Parties. The tribunal shall determine its own procedure.

#### ARTICLE 10

##### Subrogation

If either Contracting Party makes payment under an indemnity it has given in respect of an investment or any part thereof in the territory of the other Contracting Party, the latter Contracting Party shall recognise—

- (a) the assignment, whether under law or pursuant to a legal transaction, of any right or claim from the party indemnified to the former Contracting Party (or its designated Agency), and
- (b) that the former Contracting Party (or its designated Agency) is entitled by virtue of subrogation to exercise the rights and enforce the claims of such a party.

The former Contracting Party (or its designated Agency) shall accordingly if it so desires be entitled to assert any such right or claim to the same extent as its predecessor in title either before a Court or tribunal in the territory of the latter Contracting Party or in any other circumstances. If the former Contracting Party acquires amounts in the lawful currency of the other Contracting Party or credits thereof by assignment under the terms of an indemnity, the former Contracting Party shall be accorded in respect thereof treatment not less favourable than that accorded to the funds of companies or nationals of the latter Contracting Party or of any third State deriving from investment activities similar to those in which the party indemnified was engaged. Such amounts and credits shall be freely available to the former Contracting Party concerned for the purpose of meeting its expenditure in the territory of the other Contracting Party.

#### ARTICLE 11

##### Territorial Extension

At the time of signature of this Agreement, or at any time thereafter, the provisions of this Agreement may be extended to such territories for whose international relations the Government of the United Kingdom are responsible as may be agreed between the Contracting Parties in an Exchange of Notes.

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This Agreement shall enter

##### Durati

This Agreement shall remain in force until the date on which either Contracting Party terminates the Agreement to the other. Provisos notwithstanding, whilst the Agreement is in force, it shall apply in respect of such investments as are made before its termination and without prejudice to the law of general international law.

In witness whereof the undersigned, the plenipotentiaries of the respective Governments, have signed and affixed their seals.

Done in duplicate at Belmullet, 19th July 1964.

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

NEIL MARTEN

**ARTICLE 12**

**Entry into Force**

This Agreement shall enter into force on signature.

**ARTICLE 13**

**Duration and Termination**

This Agreement shall remain in force for a period of ten years. Thereafter it shall continue in force until the expiration of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other. Provided that in respect of investments made whilst the Agreement is in force, its provisions shall continue in effect with respect to such investments for a period of ten years after the date of termination and without prejudice to the application thereafter of the rules of general international law.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Belmopan this thirtieth day of April 1982

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

For the Government of Belize:

NEIL MARTEN

GEORGE PRICE



ANNEX

TO ARTICLE 7(c)

**Domestic Legislation**

Aliens Landholding Ordinance	...	...	No. 31/1973
Adoption Ordinance	...	...	Chp 187 of 1958 Laws
Legal Profession Ordinance	...	...	No. 8/1980
Medical Practitioners Ordinance	...	...	Chp 80 of 1958 Laws
Citizenship Act	...	...	No. 1/1981

BELIZE



Treaty Series No. 43 (1983)

## Exchange of Notes

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Belize concerning the extension  
to Hong Kong, the Bailiwicks of Jersey and Guernsey  
and the Isle of Man of the Agreement for the  
Promotion and Protection of Investments,  
signed at Belmopan on 30 April 1982

Belmopan, 8 and 14 March 1983

[The Agreement entered into force on 14 March 1983]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
August 1983*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF BELIZE CONCERNING THE EXTENSION TO  
HONG KONG, THE BAILIWICKS OF JERSEY AND GUERNSEY  
AND THE ISLE OF MAN OF THE AGREEMENT FOR THE  
PROMOTION AND PROTECTION OF INVESTMENTS,  
SIGNED AT BELMOPAN ON 30 APRIL 1982**

No. 1

*The United Kingdom High Commissioner at Belmopan to the  
Prime Minister of Belize*

*British High Commission  
Belmopan*

*8 March 1983*

Sir,

I have the honour to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize for the Promotion and Protection of Investments signed at Belmopan on 30 April 1982<sup>(1)</sup> and, in accordance with the provisions of Article 11, to propose that the Agreement shall extend to Hong Kong, the Bailiwicks of Jersey and Guernsey, and the Isle of Man.

If this proposal is acceptable to the Government of Belize, I have the honour to suggest that the present Note and your reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply.

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

F. S. E. TREW

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<sup>(1)</sup> Treaty Series No. 33 (1982), Cmnd. 8631.

No. 2

*The Prime Minister of Belize to the  
United Kingdom High Commissioner at Belmopan*

*Ministry of Foreign Affairs  
Belmopan*

*14 March 1983*

Dear Excellency,

I have the honour to acknowledge receipt of your Note dated 8th March, 1983, regarding the Agreement between the Government of Belize and the Government of the United Kingdom of Great Britain and Northern Ireland for the Promotion and Protection of Investments, which reads as follows:

[As in No. 1]

I have the further honour to confirm that the proposal in Your Excellency's Note is acceptable to the Government of Belize who therefore agree that Your Excellency's Note and this reply shall constitute an Agreement between the two Governments which shall enter into force on this 14th day of March 1983.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

GEORGE PRICE



BELIZE

Treaty Series No. 30 (1986)

**Exchange of Notes**  
between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Belize  
concerning the extension to the Turks and  
Caicos Islands of the Agreement for the  
Promotion and Protection of  
Investments, signed in Belmopan on  
30 April 1982

Belmopan, 28 November and 10 December 1985

[The Agreement entered into force on 10 December 1985]

*Presented to Parliament*  
*by the Secretary of State for Foreign and Commonwealth Affairs*  
*by Command of Her Majesty*  
*May 1986*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF BELIZE CONCERNING THE EXTENSION  
TO THE TURKS AND CAICOS ISLANDS OF THE AGREEMENT FOR  
THE PROMOTION AND PROTECTION OF INVESTMENTS, SIGNED IN  
BELMOPAN ON 30 APRIL 1982**

No. 1

*The United Kingdom High Commissioner at Belmopan to the Minister for  
Foreign Affairs and Economic Development of Belize*

*British High Commission  
Belmopan  
28 November 1985*

Note No. 10

Your Excellency,

I have the honour to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize for the Promotion and Protection of Investments signed in Belmopan on 30 April 1982<sup>1</sup> and in accordance with the provisions of Article 11 to propose that the Agreement shall be extended to the Turks and Caicos Islands.

If this proposal is acceptable to the Government of Belize, I have the honour to suggest that the present Note and Your Excellency's reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

J. M. CROSBY

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<sup>1</sup>Treaty Series No. 33 (1982), Cmnd. 8631.

No. 2

*The Minister of Foreign Affairs and Economic Development of Belize to the  
United Kingdom High Commissioner at Belmopan*

*Ministry of Foreign Affairs  
Belmopan  
Belize*

*10 December 1985*

FA/D/12/1/85/(20)

Dear High Commissioner,

I have the honour to acknowledge receipt of your Note dated 28 November 1985, regarding the Agreement between the Government of Belize and the Government of the United Kingdom of Great Britain and Northern Ireland for the Promotion and Protection of Investments, which reads as follows:

[As in No. 1]

I have the further honour to confirm that the proposal in Your Excellency's Note is acceptable to the Government of Belize, who therefore agree that Your Excellency's Note and this reply shall constitute an Agreement between the two Governments which shall enter into force on this 10th December 1985.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

DEAN O. BARROW



BELIZE

Treaty Series No. 32 (1986)

## Exchange of Notes

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

concerning the Extension to the Cayman  
Islands of the Agreement for the  
Promotion and Protection of Investments,  
signed at Belmopan  
on 30 April 1982

Belmopan, 29 January and 4 February 1986

[The Agreement entered into force on 4 February 1986]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
July 1986*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF BELIZE CONCERNING THE EXTENSION  
TO THE CAYMAN ISLANDS OF THE AGREEMENT FOR THE  
PROMOTION AND PROTECTION OF INVESTMENTS, SIGNED AT  
BELMOPAN ON 30 APRIL 1982**

No. 1

*The United Kingdom High Commissioner at Belmopan to the Minister for  
Foreign Affairs and Economic Development of Belize*

*British High Commission  
Belmopan  
29 January 1986*

Your Excellency,

I have the honour to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Belize for the Promotion and Protection of Investments signed in Belmopan on 30 April 1982<sup>(1)</sup> and in accordance with the provisions of Article 11 to propose that the Agreement shall be extended to the Cayman Islands.

If this proposal is acceptable to the Government of Belize, I have the honour to suggest that the present Note and Your Excellency's reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

J. M. CROSBY

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<sup>(1)</sup> Treaty Series No. 33 (1982), Cmd. 8631.

No. 2

*The Minister for Foreign Affairs and Economic Development of Belize  
to the United Kingdom High Commissioner at Belmopan*

*Ministry of Foreign  
Affairs  
Belmopan*

*4 February 1986*

Dear High Commissioner,

I have the honour to acknowledge receipt of your Note dated 29 January 1986, regarding the Agreement between the Government of Belize and the Government of the United Kingdom of Great Britain and Northern Ireland on the Promotion and Protection of Investments, which reads as follows:

[As in No. 1]

I have the further honour to confirm that the proposal in Your Excellency's Note is acceptable to the Government of Belize who therefore agree that Your Excellency's Note and this reply shall constitute an Agreement between the Governments which shall enter into force on this 4th day of February, 1986.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

DEAN O. BARROW

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