HAWKSBILL CREEK AGREEMENT
&
AMENDMENTS

Chapters 261 -265 & 30 of Statute Laws of The Bahamas

CHAPTER 261

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA)

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Governor in Council authorised to enter into agreement.
3. Agreement to be sealed with Public Seal.

SCHEDULE.

CHAPTER 261

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA)

5 of 1955

An Act to authorise the entering into of an agreement with a company to be incorporated in the Colony by Wallace Groves for the dredging of a deep water harbour and the establishment of an industrial area at and in the vicinity of Hawksbill Creek, Grand Bahama.

[Commencement 20th June, 1955]

Short title.

1. This Act may be cited as the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) Act.

Governor in Council authorised to enter into agreement.

2. The Governor in Council is hereby authorised, at any time within six months after the coming into operation of this Act, to enter into an agreement, substantially in the form set out in the Schedule hereto, with a company to be incorporated in the Colony by Wallace Groves for the dredging of a deep water harbour and the establishment of an industrial area at and in the vicinity of Hawksbill Creek in the Island of Grand Bahama.

Agreement to be sealed with Public Seal.

3. The Public Seal of the Colony shall be affixed to the said agreement and the same shall be signed by and on behalf of the Governor in Council by the Governor.

SCHEDULE (Section 2)

BAHAMA ISLANDS

NEW PROVIDENCE

THIS AGREEMENT made the ..... day of ..... in the year of Our Lord thousand Nine hundred and Fifty-five BETWEEN His Excellency The Right Honourable The Earl of Ranfurly Governor and Commander-in-Chief in and over the Bahama Islands Acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter included in the term "the

Government") of the one part AND The Grand Bahama Port Authority, Limited, a company incorporated under the laws of the said Bahama Islands and carrying on business within the Colony (hereinafter called "the Port Authority" which expression where the context so admits shall include their assigns) of the other part WHEREAS:

(a) The Crown has agreed to grant conditional purchase leases to the Port Authority for Fifty thousand acres of Crown Land surrounding and in the vicinity of Hawksbill Creek on the Island of Grand Bahama (hereinafter referred to as "Hawksbill Creek") and to grant a conditional purchase lease to the Port Authority of the bed of the sea underlying Hawksbill Creek the said bed of the sea being approximately delineated on that part which is coloured Pink of the diagram or plan hereto attached marked "A";

(b) The Port Authority have agreed to purchase from private owners approximately Eighty acres of land in the vicinity of Hawksbill Creek;

(c) The Port Authority may purchase from private owners approximately a further Fourteen hundred and Twenty acres of land in the vicinity of Hawksbill Creek;

(d) The Port Authority have made certain proposals to the Government for the dredging and construction of a deep water harbour and a turning basin at Hawksbill Creek with a view to encouraging the establishment of factories and other industrial undertakings within the Port Area; and

(e) The Government being satisfied that the dredging and construction of a deep water harbour and turning basin at Hawksbill Creek and the establishment of factories and industrial undertakings in the vicinity thereof will be of great economic benefit to the Colony in providing large-scale additional employment thus increasing the revenue of the Colony and in providing for and encouraging the economic and practicable development and exploitation of the Colony's raw material resources have agreed in consideration of the covenants on the part of the Port Authority hereinafter contained to grant the concessions and to enter into this Agreement as hereinafter appearing

NOW THIS AGREEMENT WITNESSETH in consideration of the premises as follows:

1. The Port Authority hereby covenant with the Government that unless prevented from so doing by Act of God, insurrection, riots, civil commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Port Authority (including the inability of the Port Authority to obtain or employ the necessary labour or to obtain or secure the necessary materials) they will:

(1) Within Three years from the date of these presents:

(a) Dredge a channel not less than Two hundred (200) feet in width with a minimum depth of Thirty (30) feet at mean low water of average tide from the sea to the mouth of Hawksbill Creek and within Hawksbill Creek dredge a channel not less than Two hundred (200) feet in width with a minimum depth of Twenty-seven (27) feet at mean low water of average tide and dredge a turning basin (consisting of the said channel Two hundred (200) feet wide and such further dredging as may be necessary) providing a turning radius of not less than Six Hundred (600) feet; and

(b) Construct a wharf inside of Hawksbill Creek at least Six hundred (600) feet long such wharf to be constructed in a good, proper, and workmanlike manner and so as to be able to accommodate cargo vessels using the said port, and with a suitable apron for vehicular traffic at least Ten (10) feet wide along the harbour side of such wharf properly smoothed and surfaced;

which said works set forth in paragraph (a) and (b) of this subclause of this clause and all replacements thereof additions thereto and extensions thereof made during the continuance of this Agreement are hereinafter referred to as "the Port Project."

(2) Upon completion of the Port Project maintain the same in good repair and condition and keep the said channel and turning basin clear and free from obstructions and assume full responsibility for the provision of such navigational aids and markers as in the opinion of the Port Authority shall be requisite for the proper operation of the deep water harbour as a private port, and as will comply with accepted international practice.

(3) Use their best endeavours to promote and encourage the establishment of factories and other industrial undertakings, and in particular factories, industrial undertakings, and industries which will make use of the natural resources and products available at Hawksbill Creek such as limestone rock and pine timber, within:

(a) The area comprising the said Fifty thousand acres of Crown land to be leased by the Crown to the Port Authority;

(b) The said Eighty acres of land to be purchased by the Port Authority from private owners; and

(c) Such part of the said Fourteen hundred and Twenty acres of land as the Port Authority may purchase from private owners within Three years from the date of this Agreement;

all of which including the Port Project are hereinafter collectively referred to as "the Port Area" which term shall include such other lands situate on the said Island of Grand Bahama and lying Eastwardly of a line drawn across the said Island North and South

at a point Three miles West of the West bank of Hawksbill Creek where it joins the Sea on the South side of the said Island as may be purchased by the Port Authority during the continuance of this Agreement and are declared to be a part of the Port Area by Order-in-Council published in the *Official Gazette* pursuant to the provisions of subclause (19) of clause 2 hereof.

(4) Undertake the responsibility of and for the administration and control of the deep water harbour, wharf, and other port facilities comprising the Port Project, and the laying out of the development of the Port Area and the administration and control thereof, and subject to the requirements of the industries establishment within the Port Area for loading and unloading of cargo vessels, use their best endeavours to provide dock space for passenger-carrying ships desiring to discharge passengers in the said deep-water harbour.

(5) Upon completion of the dredging and construction of the deep water harbour and wharf referred to in subclause (1) of this clause and upon the establishment of the first factory or industrial undertaking within the Port Area at their own expense in all respects:

(a) Provide school rooms, school teachers, and educational facilities of a standard at least equal to that provided at the date of this Agreement by the Board of Education of the Colony in the Out Islands of the Colony and from time to time add to and extend the same so as to adequately serve all children of school age living within the Port Area and during the continuance of this Agreement operate and maintain such school rooms and educational facilities to a standard at least equal to that provided from time to time, by the said Board of Education in the Out Islands;

(b) Provide the medical services and facilities consisting of not less than one qualified medical practitioner, one qualified trained nurse, a dispensary, X-ray equipment, and hospital facilities of not less than four beds all of a standard at least equal to that provided at the date of this Agreement by the Government in the said Out Islands, and from time to time add to and extend the same so as to adequately serve the population living within the Port Area and during the continuance of this Agreement operate and maintain such medical services and facilities in accordance with standard good medical and hospital practice;

(c) Provide free of rent both living and office accommodations of a standard at least equal to that provided at the date of this Agreement by the Government in the said Out Islands for such officers and employees of the Government as the Government may station in the Port Area for the maintenance of law and order, the administration of justice, the general administration of Government, the collection of Customs Duties and other

revenue and the administration of the Customs Department, the administration of the Immigration Department, Post Offices, and for such other purposes as may be mutually agreed upon from time to time between the Government and the Port Authority, and in connection therewith prepare the plans for such accommodations at their expense in consultation with the Government, such plans to be subject to the approval of the Government such approval not to be unreasonably withheld or delayed.

(d) Reimburse the Government annually within Thirty days after the presentation of a detailed account of the same by the Government the annual cost to the Government of providing the services and administration activities referred to in paragraph (c) of this subclause plus Twenty-five per centum of such cost (such Twenty-five per centum being deemed to cover Government administrative overheads in New Providence and elsewhere within the Colony) subject to the following provisos, namely:

(i) That the salaries to be paid by the Government to the Public Officers and employees of the Government carrying out and administering the services referred to in paragraph (c) of this subclause shall be in accordance with the normal scale for Government salaries having regard to the location and the post filled; and

(ii) That the Port Authority shall only be required to reimburse Government to the extent that Customs Duties and emergency taxes received by the Government in respect of goods entered or taken out of bond at the Port Area are less than the amount expended by Government plus the said Twenty-five per centum.

(6) Supply all Government offices and all living accommodations provided for officers and employees of the Government within the Port Area pursuant to the provisions of paragraph (c) of subclause (5) of this clause with electrical current (and as and when other utilities are operated by the Port Authority within the Port Area, such other utilities) at rates to be mutually agreed upon between the Government and the Port Authority.

(7) If and when the Port Authority construct and operate any utilities within the Port Area, construct the same in a good, proper, and workmanlike manner having due regard for the safety of persons working and/or residing with the Port Area, and after construction operate the same in accordance with good operating practice and in a fit and proper manner having due regard for the safety of persons working and/or residing with the Port Area.

(8) If and when the Port Authority engage in aviation activities, operate the same in conformity with The Colonial Civil Aviation Order 1949 or any amendment or re-enactment thereof and The

Colonial Air Navigation (Application of Act) Order 1952 or any amendment or re-enactment thereof and all orders, rules, and regulations made thereunder.

(9) Use their best endeavours to employ Bahamian-born persons within the Port Area, provided such Bahamian-born persons are available and are willing to work at competitive wages or salaries and, having regard to the persons available from time to time for such training and the standard of education and/or the degree of skill required for the positions to be filled, use their best endeavours to train Bahamian-born persons to fill positions of employment within the Port Area, and cause any person or company licensed by them to carry on any manufacturing, industrial, or other business, undertaking or enterprise within the Port Area to enter into covenants with the Port Authority in such licence in the same terms as the covenants contained in this subclause of this clause.

(10) Cause all buildings and structures erected within the Port Area and all machinery and apparatus installed in or about any such buildings and structures to be so built, installed and maintained so as to provide properly for the health and safety of employees and the general public, and for good public sanitation within the Port Area.

(11) Notify the Colonial Secretary of the Colony (hereinafter referred to as "the Colonial Secretary" promptly in writing of the date on which the dredging of the deep water harbour and the construction of the said wharf referred to in subclause (1) of this clause have been completed.

(12) Notify the Colonial Secretary in writing under their Common Seal within Thirty days after granting the same of the name and address within the Colony of any person or company licensed by them to carry on any manufacturing, industrial or other business, undertaking, or enterprise within the Port Area, together with brief particulars of the kind and nature of the business to be carried on by such licensee.

(13) Supply the Colonial Secretary within Three years and Six months from the date of this Agreement with proper survey plan of:

(a) Hawksbill Creek; and

(b) The said Fifty thousand acres of Crown land, the said Eighty acres of land purchased from private owners, and such parts of the said Fourteen hundred and Twenty acres of land as shall have been purchased by the Port Authority from private owners within Three years from the date of this Agreement.

2. The Government hereby covenant with the Port Authority as follows:

(1) That all materials, supplies, and things of every kind and description (and without limiting the generality of the

foregoing words, all equipment, building materials and supplies, factory plant and apparatus, replacement parts, spare parts, machine and hand tools, contractors' plant, vehicles, vessels, petroleum products, and nuclear fission products), other than consumable stores as hereinafter defined, which in the opinion of the Port Authority are necessary for the dredging, construction, and erection (including excavations and demolitions in connection therewith), air-conditioning, equipping, fitting out, furnishing, landscaping, extension, completion, repair, maintenance, replacement, and operation of:

(a) The Port Project;

(b) All factories, warehouses, industrial, commercial, business, and other undertakings, office buildings, housing, and all other buildings and accommodations of every kind within the Port Area;

(c) All roads, bridges, parks, and places of beautification and recreation laid out with the Port Area;

(d) All utility undertakings within the Port Area; and

(e) Any other undertaking or thing within the Port Area constructed, erected, or operated by the Port Authority or by any person or company licensed in writing by the Port Authority under their Common Seal to carry on any manufacturing, industrial, or other business, undertaking, or enterprise within the Port Area (hereinafter referred to as "Licensee");

(all of which works and things hereinafter referred to in paragraphs (b), (c), (d), and (e) hereof are sometimes hereinafter collectively referred to as "the Port Area Development" may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority or by a Licensee free of all Customs Duties emergency taxes and all other duties and taxes now or hereafter levied, charged, or imposed by the Government upon the importation of goods into the Colony (hereinafter referred to as "Customs Duties").

(2) That all materials, supplies, and things, whether raw, partly processed, or processed, or any combination thereof, of every kind and description (hereinafter called "the Manufacturing Supplies"), other than consumable stores as hereinafter defined, may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority or by a Licensee for the purposes of any manufacturing, industrial, or other business, undertaking, or enterprise (hereinafter referred to as "the Manufacturing Purposes") within the Port Area (which said term "the Manufacturing Purposes" shall, without limiting the generality of the foregoing words, include manufacturing,

processing in any way, assembling, exhibition, warehousing, storage, trans-shipment, unloading, loading, trucking, and stevedoring) free of all Customs Duties.

(3) That all materials, supplies, and things of every kind and description (hereinafter referred to as "the Administrative Supplies"), other than consumable stores as hereinafter defined, which in the opinion of the Port Authority are necessary for the operation and proper functioning of the administrative, educational, medical, and all other services carried on by the Port Authority within the Port Area (hereinafter referred to as "the Administrative Purposes") may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority free of all Customs Duties.

(4) The conditions to be observed by the Port Authority or by a Licensee (hereinafter in this subclause referred to as "the Importer") importing, purchasing, or taking out of bond within the Colony any of the Supplies, the Manufacturing Supplies, and the Administrative Supplies shall be as follows:

(a) That a proper agent or officer of the Importer shall make a declaration before the Comptroller of Customs or before the Chief Revenue Officer of the Port where the Supplies, the Manufacturing Supplies, and the Administrative Supplies or any of them enter the Colony or are purchased or taken out of bond therein or before any other person appointed for this purpose by the Government (hereinafter called "the Comptroller") that the same are intended to be used solely for the Port Project, for the Port Area Development, for the Manufacturing Purposes, and for the Administrative Purposes (all and any of which said Port Project, Port Area Development, Manufacturing Purposes, and Administrative Purposes are sometimes in this subclause included in the term "the said Purposes") or any of them, as the case may be;

(b) That the Importer shall enter into a bond in the form set out in the Schedule hereto in double the amount of any Customs Duties which would ordinarily attach on the importation or taking out of bond thereof that the Supplies, the Manufacturing Supplies, and the Administrative Supplies, or any of them as the case may be, shall not be used or applied otherwise than for the said Purposes or any of them;

(c) That if any of the said Supplies, the Manufacturing Supplies, and the Administrative Supplies in respect of which such bond shall have been given shall be used or applied in breach of the conditions of the bond such articles shall be liable to be forfeited and may be seized and proceeded against in the same manner as goods liable

to forfeiture under the Customs Regulations Act of the Colony or any Act passed in amendment thereto or in substitution therefor and in addition thereto the penalty of the bond may be recovered as liquidated damages;

(d) If at any time the Importer or any person in whom the property in the Supplies, the Manufacturing Supplies, and the Administrative Supplies, or any of them as the case may be, shall be vested shall desire to use any of the said articles otherwise than for the said Purposes or any of them it shall be lawful for the Comptroller on payment of the several amounts of customs duties payable on such articles (or on so much thereof as the Comptroller shall consider reasonable) by a memorandum endorsed on the bond to cancel the same so far as it relates to such articles;

(e) Upon production by the Importer to the Comptroller of a declaration made under oath by a director or officer of the Importer before a Justice of the Peace or Notary Public that the Supplies, the Manufacturing Supplies, and the Administrative Supplies or any of them have actually been so used for the said Purposes, or any of them, or have been exported from the Colony either in their original state or in a different state resulting from the manufacture, processing, or assembly thereof in any way it shall be lawful for the Comptroller (if satisfied that such declaration is true and correct) to cancel any bond or bonds entered into by the Importer under the provisions of this subclause of this clause and in the case of any of the Supplies, the Manufacturing Supplies, and the Administrative Supplies purchased in the Colony to refund to the Importer thereof (if the Comptroller shall see fit) any Customs Duties which may have been paid on the importation thereof; and

(f) Any person authorised by the Governor-in-Council shall have free access at all reasonable times to the Port Area and to any works being constructed in connection with the Port Project and/or the Port Area Development and to any manufacturing, industrial, or other business, undertaking, or enterprise being operated and carried on within the Port Area and may enter and stay and remain therein and have free access to every part thereof during reasonable business hours for the purpose of ascertaining whether the several articles admitted duty-free under this Agreement have been or are in the course of being duly used and applied to and for the said Purposes, or any of them, and as specified in the bond or bonds given in respect thereof.

(5) That for the purposes of this Agreement the term "consumable stores" shall mean and include:

(a) Any article or thing imported for the personal use of any

person or made available after its importation for the personal use either by sale or gift or otherwise of any person, whether such person be employed or resident within the Port Area or not, Provided Always that sales of any articles or things for export outside of the Colony which are in fact exported from the Port Area to any place outside of the Colony and in respect of which a landing certificate from the port of destination is produced shall not be deemed to be consumable stores within the meaning of this Agreement;

(b) Any article or thing imported into the Port Area and subsequently exported from the Port Area to any other part of the Colony, and any article or things assembled, processed, or manufactured within the Port Area and subsequently exported from the Port Area to any other part of the Colony, except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahamas and

(c) Any article or thing sold to the passengers, officers or crew of any ship, vessel or yacht landing at the Port Area, Provided always that ships' stores and supplies including fuel and bunker supplies and all things whatsoever connected with the servicing of ships sold by the Port Authority or any Licensee within the Port Area to any vessel of 1500 nett tons or more shall not be deemed to be consumable stores within the meaning of this Agreement.

(6) That for Thirty years from the date of this Agreement no real property taxes or rates and no real property levies (whether capital or periodic) of any kind shall be levied charged or collected by the Government within the Port Area or upon or against any land building or structure within the Port Area.

(7) That for Thirty years from the date of this Agreement no personal property taxes or rates and no capital levies and no taxes on capital gains or capital appreciation shall be levied charged or collected by the Government within the Port Area or upon or against any personal property within the Port Area or upon or against the shares, debentures or other securities of any company incorporated within or without the Colony and having its Registered Office and principal place of business within the Port Area, and for the purposes of this subclause of this clause the term "principal place of business" shall mean that place where not less than Eight per centum of the volume of a company's business and trade within the Colony is transacted. Provided Always that the exemptions granted by this subclause shall extend only to personal property, shares, debentures or securities of the Port Authority or any Licensee actively engaged within the Port Area in one or more of the

classes of business set out in subclause (23)(a) of clause 2 of this Agreement or in such other business or businesses as the Governor in Council, in his discretion, may from time to time approve.

(8) That for Thirty years from the date of this Agreement no taxes of any kind shall be levied upon or against the earnings of the Port Authority in the Port Area and outside the Colony or upon or against the earnings of a Licensee in the Port Area and outside the Colony or against any rentals or licence fees paid by any lessee or by a Licensee to the Port Authority or upon or against any interests or dividends paid by the Port Authority or by any lessee company of the Port Authority or by a Licensee to the holders of the evidences of indebtedness and/or shares or other securities of the Port Authority or of the company holding such lease from the Port Authority or of a Licensee or upon or against any salaries and remuneration by way of bonus participation in profits commission or otherwise paid by the Port Authority or by any lessee from the Port Authority or by a Licensee to any person employed by the Port Authority or by such lessee or by a Licensee within the Port Area, Provided that the person receiving such salary and/or remuneration is ordinarily resident within the Port Area.

(9) That during the continuance of this Agreement no excise taxes of any kind shall be levied charged or collected by the Government upon or against any goods articles or things (other than consumable stores) imported into the Port Area, manufactured, processed, assembled, or warehoused within the Port Area or exported from the Port Area to a place outside the Colony whether such importing, manufacturing, processing, assembling, warehousing, or exporting is done by the Port Authority or by a Licensee.

(10) That during the continuance of this Agreement no export taxes or levies or any kind shall be levied charged or collected by the Government on or in respect of any goods articles or things exported from the Port Area to any place outside of the Colony.

(11) That during the continuance of this Agreement no stamp or other taxes or levies shall be levied, charged or collected by the Government on or in respect of any monies remitted by banks in the Port Area to any place outside of the Colony on behalf of the Port Authority or any Licensee in respect of their own businesses within the Port Area. Provided that the onus will be upon the Port Authority or any Licensee, as the case may be, to satisfy the banks that the remittances are being made in respect of their own businesses within the Port Area.

(12) That the said deep water harbour and turning basin, and all other parts of the bed of Hawksbill Creek approximately delineated on that part which is coloured Pink of the said

diagram or plan hereto attached marked "A", and any and all extensions of the same which may from time to time be declared to be a part of the said deep water harbour by Order-in-Council published in the *Official Gazette* pursuant to the provisions of subclause (17) of this clause shall be a private port under the sole control and authority of the Port Authority; and without limiting the generality of the foregoing words it is hereby expressly declared that the Port Authority shall have and is hereby granted the power and authority to exclude or remove from the said private port any ship, vessel, boat, flying boat, or seaplane, other than any of Her Majesty's ships, vessels, boats, flying boats, or seaplanes, and any ship, vessel, boat, flying boat, or seaplane belonging to or in the employ of the Government or the Government of the United Kingdom.

(13) That the Port Authority shall have the right to name the said private port and that upon the Port Authority notifying the Colonial Secretary in writing of such name the Government will use such name thereafter in all official publications, documents, notices, and correspondences.

(14) That the Port Authority shall have the responsibility of and for the administration and control of the Port Project and the laying out of the development of the Port Area (subject to the provisions as regards administration by the Government in this Agreement contained) the administration and control thereof.

(15) That all roads and bridges constructed by the Port Authority or any Licensee within the Port Area shall be deemed to be private roads and bridges and that the Port Authority shall have the absolute right to exclude any person and vehicle (other than an officer or employee or vehicle of the Government) from using the same, and to exclude any person (other than an officer or employee of the Government) from the Port Area or any part thereof without assigning any reason therefor.

(16) That upon the Port Authority submitting to the Colonial Secretary within Three years and Six Months from the date of this Agreement the proper survey plan of Hawksbill Creek after the completion of the said channel and the said turning basin in accordance with the provisions of paragraph (a) of subclause (13) of clause 1 hereof to declare the same to be a private port by Order-in-Council published in the *Official Gazette*.

(17) That upon the Port Authority from time to time submitting to the Colonial Secretary proper survey plans of any proposed extensions of the said private port from time to time forthwith to declare such extensions to comprise extensions and parts of the said private port by Order-in-Council published in the *Official Gazette*.

(18) That upon the Port Authority submitting to the Colonial Secretary within Three years and Six months from the date of this Agreement the proper survey plan or plans of the said Fifty thousand acres of Crown land, the said Eighty acres of land purchased from private owners, and such parts of the said Fourteen hundred and Twenty acres of land as shall have been purchased by the Port authority from private owners within Three years from the date of this Agreement in accordance with the provisions of paragraph (b) of subclause (13) of clause 1 hereof, forthwith to declare the said lands delineated on such survey plan or plans to be the Port Area within the meaning of this Agreement by Order-in-Council published in the *Official Gazette*.

(19) That upon the Port Authority from time to time submitting to the Colonial Secretary proper survey plans of any additional land purchased either from the Crown or from private owners situate on the said Island of Grand Bahama and lying Eastwardly of a line drawn across the said Island North and South at a point three miles West of the West bank of Hawksbill Creek where` it joins the Sea on the South side of the said Island then, provided the Government shall deem the same to be in the best interests of the Colony, from time to time to declare such additional lands to be parts of the Port Area within the meaning of this Agreement by Order-in-Council published in the *Official Gazette*.

(20) That during the continuance of this Agreement the Port Authority or a Licensee shall have the right to bring into the Colony and to employ within the Port Area such key, trained, and/or skilled personnel as in the opinion of the Port Authority or of any Licensee (as the case may be) are necessary for the construction, operation, administration, and other purposes of the Port Project, of the Port Development Area, for the Manufacturing Purposes, for the Administrative Purposes, and for the purposes of any and all other businesses, undertakings, and enterprises carried on within the Port Area by the Port Authority or by any Licensee and that the Government will not withhold permission for the entry of such key, trained, and/or skilled personnel into the Colony AND the terms "key, trained, and/or skilled personnel" used in this subclause of this clause shall be deemed to mean and include the family and dependants of any such key, trained, and/or skilled personnel, and Provided Always that the Government reserve the right on grounds of personal undesirability (a) to withhold permission for any individual to enter the Colony, and (b) to compel any individual to leave the Colony.

(21) That subject to the provisions of subclause (10) of clause 1 hereof only, the Port Authority shall have the sole right to construct and operate utilities (and without limiting the

generality of the foregoing word "utilities", in particular electrical supply, gas supply, water supply, telephone and sewerage disposal system) within the Port Area, and the necessary distribution systems in connection therewith, and that no licence or other permission or authority shall be required by the Port Authority from the Government or any department thereof in connection therewith, and that (subject to the provisions of subclause (6) of clause 1 hereof) the Port Authority shall have the authority to and may charge such rates or other charges for such utilities or any of them as the Port Authority shall in its absolute discretion deem fit and proper, Provided Always that all electrical supply installations made by the Port Authority or by any Licensee within the Port Area shall comply with the provisions of the Canadian Standards Association Canadian Electrical Code.

(22) That subject to the provisions of subclause (10) of clause 1 hereof only the Port Authority shall have the sole right from time to time and at all times during the continuance of this Agreement to plan, lay out, and vary the development of the Port Area in such manner as the Port Authority shall in their absolute discretion deem fit and proper and that neither the Port Authority nor any Licensee shall during the continuance of this Agreement require any building or other permit from the Government or any department thereof for any excavation and,/or for the erection or demolition of any building or other structure within the Port Area, or for the installation, operation, maintenance, or removal of any machinery, plant, equipment, or other apparatus in or about any buildings and/or structures within the Port Area.

(23) That subject to the provisions of subclause (10) of clause l hereof only the Port Authority and any licensee shall have the right:

(a) To carry on and engage in all branches any manufacturing, shipbuilding, lumbering, engineering, building construction, civil engineering, contracting, warehousing, storing, assembling, processing, chemical refining, repairing, and servicing business or undertaking, any business or undertaking of storing and supplying petroleum and fuel products and marine supplies, any business or undertaking relating to the exhibition or display of goods and manufactures for sale (including the operation of a "trade fair", and any business or undertaking of trucking or transporting passengers and freight, stevedoring, and handling of freight, within the Port Area during the continuance of this Agreement without having to obtain any permit or licence therefor or in respect thereof from the Government or any department thereof or any licensing Authority thereof, any present laws and regulations of the Colony and the enactment of future laws or

regulations within the Colony to the contrary notwithstanding; and

(b) To carry on and engage in any other lawful business or undertaking (other than those referred to in paragraph (a) of this subclause of this clause) within the Port Area during the continuance of this Agreement without having to obtain any permit therefore or in respect thereof from the Government or any department thereof, provided Always that if any law or regulation for the time being in force in the Colony shall require that the person intending to carry on any such other business or undertaking shall first obtain a licence therefor, then and in that case such licence shall be first applied for and obtained in the normal manner and as if such other business or undertaking was not to be carried on within the Port Area, and Provided Further that if the person applying for such licence shall be refused the grant thereof within the Port Area then such person shall not carry on or engage in such business in respect of which such licence shall have been refused within the Port Area.

(24) To alter the position of any public road or bridge within the Port Area the position of which in the opinion of the Port Authority as certified to the Colonial Secretary in writing conflicts in any way with any proposed lay out and/or development of the Port Area by the Port Authority or by any Licensee and to convey or cause to be conveyed the land over which such road or bridge runs to the Port Authority in fee simple for a nominal consideration provided that the Port Authority at the same time convey to the Government or to any board or department thereof nominated in writing by the Government also for a nominal consideration the bed of any new road or bridge within the Port Area required by the Government to replace the road or bridge so conveyed to the Port Authority and provided that the cost of constructing such new road or bridge shall be borne by and paid for by the Port Authority.

(25) (a) That the Port Authority shall have the right from time to time and at any time during the continuance of this Agreement to establish, maintain, and operate wireless telegraph and wireless telephone systems with the Port Area for communication within the Port Area and with vessels at sea or entering the said Port subject to obtaining the necessary licence or licences therefor or in respect thereof from the Telecommunications Department of the Colony, the granting of such licence or licences not to be unreasonably withheld or delayed.

(b) That if at any time during the continuance of this Agreement the Port Authority shall desire to establish, maintain, and operate wireless telegraph and wireless telephone systems within the Port Area for communication with other parts of the Colony, with the United States of America, and with the rest of the World, the Port Authority may, at their own expense, in all respects, construct and complete such wireless telegraph and wireless telephone systems within the Port Area Provided that the same are constructed to specifications laid down by the Telecommunications Department of the Colony and upon completion are approved by the said Telecommunications Department such approval not to be unreasonably withheld or delayed, subject to the following terms and conditions, namely:

(i) That upon completion the said wireless telegraph and wireless telephone systems shall be turned over to and become the property of the Telecommunications Department, and thereafter shall be maintained, operated, and controlled by the Telecommunications Department;

(ii) That the Port Authority shall reimburse the Government annually within Thirty days after the presentation of a detailed account of the same by the Government the annual cost to the Government of maintaining and operating the said wireless telegraph and wireless telephone systems plus Twenty-five per centum of such cost, credit being given for the net income (exclusive of any operating costs) therefrom;

(iii) That if the net income from the operation of the said wireless telegraph and wireless telephone systems (exclusive of any operating costs) shall exceed the cost of operating the said wireless telegraph and wireless telephone systems plus Twenty-five per centum, then the excess shall be paid to the Port Authority until the costs of installation of the said wireless telegraph and wireless telephone systems with interest thereon at five per centum per annum shall have been fully amortised; and

(iv) That the same formula hereinbefore set out shall apply to all extensions of and additions to the said wireless telegraph and wireless telephone systems.

(26) In the event of the Government taking over the Port Area or the Port Project or any part thereof respectively or any installation therein at any time during the continuance of this Agreement in the event of war or warlike operations under any emergency powers or regulations to pay to the Port Authority reasonable charges for the use thereof and fair

compensation for any and all damage reasonably attributable to such use.

(27) That upon the expiration of the said period of Thirty years referred to in subclauses (6), (7), and (8) of clause 2 of this Agreement then for the remainder of the term of this Agreement no taxes of the kind or nature referred to in the said subclauses (6), (7), and (8) of clause 2 hereof shall be levied, charged or collected by the Government within the Port Area at any greater rate than shall be levied charged and collected by the Government in any other part of the Colony; and that during the continuance of this Agreement no other taxes of any kind the levying, charging or collection of which are not excluded or prohibited for the said period of Thirty years by the provisions of subclauses (6), (7), and (8) of clause 2 hereof or for the duration of this Agreement by the provisions of subclauses (9), (10), and (11) of clause 2 hereof shall be levied, charged or collected by the Government within the Port Area at any greater rate than shall be levied, charged or collected by the Government in any other part of the Colony.

(28) That during the continuance of this Agreement there will be no restrictions, regulations, or conditions, the making or imposition of which are not excluded or prohibited by the provisions hereinbefore contained, made or imposed by the Government affecting the Port Area or any business, undertaking or enterprise carried on therein differently from the rest of the Colony and which thereby discriminate against the Port Area or any such business, undertaking, or enterprise carried on therein when compared with the rest of the Colony, and that there will be no legislation enacted, the enactment of which is not excluded or prohibited by the provisions hereinbefore contained which affects the Port Area or any business, undertaking, or enterprise carried on therein differently from the rest of the Colony and which thereby discriminates against the Port Area or any such business, undertaking, or enterprise carried on therein AND if any such restriction, regulation, or condition is made or imposed or if any such legislation is enacted which in effect affects only the Port Area and/or any business, undertaking, or enterprise carried on therein, the question of whether such restriction, regulation, condition, or legislation is in fact discriminatory against the Port Area or any business, undertaking, or enterprise carried on therein shall at the request in writing of the Port Authority be submitted to arbitration as hereinafter provided for determination.

3. It is hereby mutually agreed as follows:

(1) This Agreement shall continue in force for the period of Ninety-nine years from the date hereof provided always that if the Port Authority shall fail to carry out and complete the covenants on their part contained in subclause (1) of clause 1 hereof within Three years from the date of this Agreement then upon the expiration of Three years from the date hereof this Agreement shall cease and become null and void and of no effect, and neither party hereto shall be liable in any way to the other party hereto in respect of anything herein contained.

(2) That upon the expiration of this Agreement nothing herein contained shall be deemed to make the Port Authority liable to pay to the Government any payment in respect of any matter or thing done, executed, or happening prior to the date of the expiration of this Agreement in respect of which payment is hereby waived.

(3) That if at any time or times during the continuance of this Agreement the Port Authority or any Licensee shall require any unskilled workmen or labourers for employment within the Port Area which the Port Authority or such Licensee is unable to recruit within the Port Area then the following terms and conditions shall apply, namely:

(a) The Port Authority either for themselves or on behalf of such Licensee shall notify the Colonial Secretary in writing of the number of such workmen or labourers required;

(b) Upon receipt of such notice by the Colonial Secretary the Government shall forthwith endeavour to recruit the number of workmen or labourers specified in such notice;

(c) If within Thirty days after receipt of such notice by the Colonial Secretary the Government have been unable to recruit the total number of workmen or labourers specified in such notice, the Colonial Secretary shall forthwith notify the Port Authority in writing of the number of workmen or labourers which the Government have been able to recruit;

(d) Upon receipt of such notice from the Colonial Secretary the Port Authority or any Licensee shall have the right subject to the terms and conditions hereinafter mentioned to bring into the Colony and to employ within the Port Area such number of workmen or labourers as the Government were unable to recruit and the Government will not withhold permission for the entry of such workmen or labourers into the Colony;

(e) No workmen or labourers recruited outside of the Colony by the Port Authority or by any Licensee shall be contracted for for any longer period than Three years provided always that with the consent of Government the contract of any workman or labourer may be renewed Provided further that no renewal contract shall be for a longer period than Three years;

(f) Upon the admission into the Colony of any workmen or labourers recruited outside of the Colony under the provisions of this subclause of this clause the Port Authority or the Licensee (as the case may be) shall enter into a bond with the Government in the amount of the cost of the return journey transportation of such workmen or labourers from the Colony to the place where they were recruited plus reasonable travelling expenses for such return journey;

(g) The Government reserve the right to inquire into the antecedents, character, and all other matters and things concerning any workman or labourer recruited by the Port Authority or by any Licensee outside of the Colony;

(h) The Port Authority hereby undertake to reimburse the Government on demand all costs, charges and expenses reasonably incurred by the Government in and about any such inquiry or inquiries;

(i) The Government reserve the right on grounds of personal undesirability to withhold permission for any individual recruited by the Port Authority or by a Licensee outside of the Colony to enter the Colony provided that due notice of such undesirability shall have been given in writing by the Government to the Port Authority prior to the departure of such individual from the place where such recruitment takes place for the Colony, and the Government reserve the right on grounds of personal undesirability at any time to require any workman or labourer recruited outside the Colony to leave the Colony; and

(j) In this subclause of this clause the terms "workman" and "labourer" shall be deemed to mean and include the family and dependants of any such workman or labourer.

(4) The Government shall have the power by Order in Council published in the *Official Gazette* to prohibit the sale in any part of the Colony outside of the Port Area of any particular product manufactured, processed, partly processed, assembled, or otherwise produced within the Port Area except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahama.

(5) That nothing in this Agreement contained shall be deemed to give to the Port Authority or to any Licensee any rights, facilities, or privileges in the Colony outside of the Port Area.

(6) That the penalty for any breach of this Agreement by the Port Authority or by any lessee company of the Port Authority or by any Licensee (other than the covenant on the part of the Port Authority contained in subclause (1) of clause 1 hereof) shall be in damages only which shall be fixed by mutual agreement by the Port Authority and the Government and in default of agreement shall be determined by arbitration as hereinafter provided, Provided Always that nothing herein contained shall be deemed to relieve an Importer as detailed in subclause (4) of clause 2 hereof from the penalties of any bond entered into pursuant to the provisions of that subclause.

(7) The Port Authority will not assign their rights under this Agreement without the consent in writing of the Government, Provided Always that nothing in this subclause contained shall be deemed to prevent or restrict in any way the Port Authority licensing any person, firm, or company to carry on any lawful business, undertaking, or enterprise within the Port Area on such terms and conditions as the Port Authority shall in their absolute discretion deem fit and proper subject only to the provisions hereinbefore contained.

(8) That in the interpretation of this Agreement words importing the singular number only shall include the plural number and *vice versa*, and words importing the masculine gender shall include the feminine gender.

(9) That all questions or differences whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to arbitration pursuant to the provisions of The Arbitration Act 1950 of the United Kingdom and any statutory modification thereof for the time being in force (which Act shall be deemed to have effect for the purposes of this subclause notwithstanding subclause (10) of this clause).

(10) That this Agreement shall be construed and interpreted according to the laws of the Bahama Islands.

THE SCHEDULE HEREINBEFORE REFERRED TO
DRAFT BOND

THE BAHAMAS

KNOW ALL MEN BY THESE PRESENTS, that

(Insert name, address, and description of bondsman).

is/are held and firmly bound unto Her Majesty Queen Elizabeth the Second by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other realms and territories, Queen, Head of the Commonwealth, Defender of the Faith, in the sum of ..... pounds of good and lawful money of the Colony of the Bahama Islands, to be paid to Her Majesty, Her heirs and successors: to which payment well and truly to be made, the said .... is/are bound for and in the whole my/our heirs, executors, administrators and assigns and every one of them, firmly by these presents.

Strike out words heirs, executors and administrators if executed by a body corporate.

Sealed with my/our seal. Dated this ..... day of ..... in the year of Our Lord One Thousand Nine Hundred and .....

Whereas the above bounden

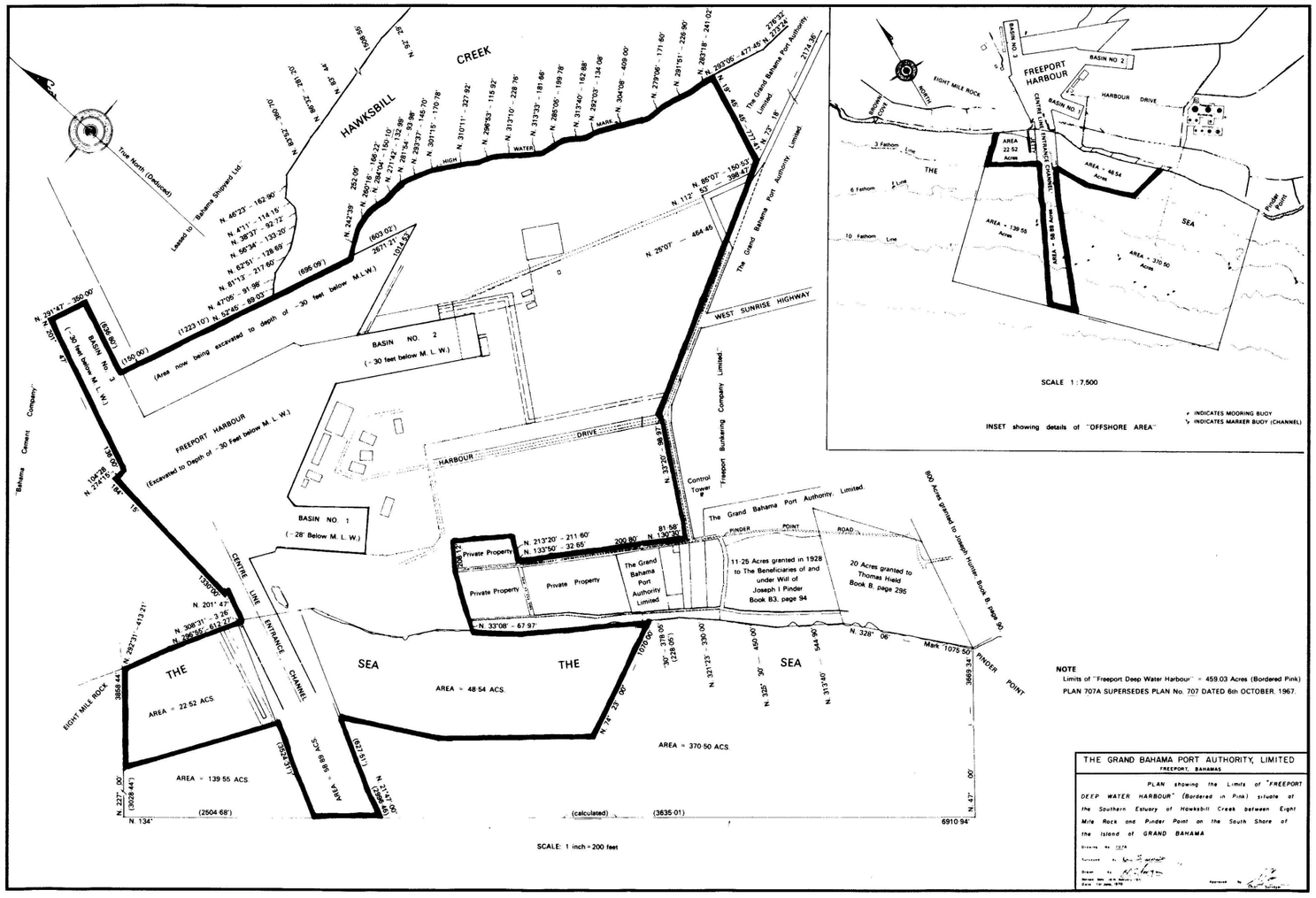
.....Has imported or/taken out of Bond
Have imported or/taken out of Bond

the Following Goods: ..... is/are desirous of entering into a Bond in respect of the said Goods in pursuance of an Agreement made the ..... of ..... 19 ..... Between The Right Honourable The Earl of Ranfurly Governor and Commander-in-Chief in and over the Bahama Islands for and on behalf of the Government of the Bahama Islands of the one part And the Grand Bahama Port Authority Limited of the other part.

Now the condition of this obligation is such, that if the goods as aforesaid are used for the purposes set out in subclause (4)(a) of clause 2 of the said Agreement or are exported from the Colony in their original state or in a different state resulting from manufacturing, processing, assembling, or otherwise dealing with the same then this obligation to be void, or else to remain in full force and virtue.

Sealed and delivered
in the presence of

..... *IN WITNESS WHEREOF, etc.*



PLAN No. 707A The area with a bold outline appears on the original plan in Pink

CHAPTER 262

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (AMENDMENT OF AGREEMENT)

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Governor in Council authorised to enter into Agreement.
3. Agreement to be sealed with Public Seal.

SCHEDULE.

CHAPTER 262

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (AMENDMENT OF AGREEMENT)

An Act to authorise the entering into of an agreement with the Grand Bahama Port Authority, Limited, amending and extending the existing agreement with that company, dated the 4th day of August, A.D., 1955. *18 of 1960*

[Commencement 9th June, 1960]

Short title.

1. This Act may be cited as The Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) (Amendment of Agreement) Act.

Governor in Council authorised to enter into Agreement.

2. The Governor in Council is hereby authorised, at any time within six months after the coming into operation of this Act, to enter into an Agreement, substantially in the form set out in the Schedule hereto, with The Grand Bahama Port Authority, Limited, a Company incorporated in the Colony.

Agreement to be sealed with Public seal.

3. The Public Seal of the Colony shall be affixed to the said Agreement and the same shall be signed by and on behalf of the Governor in Council by the Governor.

SCHEDULE

BAHAMAS ISLANDS

NEW PROVIDENCE

THIS AGREEMENT made the .....day of ....., A.D., 1960 BETWEEN His Excellency Sir Oswald Raynor Arthur, K.C.M.G., C.V.O., Governor and Commander-in-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter included in the term "the Government" of the one part AND The Grand Bahama Port Authority, Limited a company incorporated

under the laws of the said Bahama Islands and carrying on business within the Colony (hereinafter called "the Port Authority" which expression where the context so admits shall include their assigns) of the other part WHEREAS:

(a) This Agreement is supplemental to an Agreement [1] (hereinafter referred to as "the Principal Agreement") dated the Fourth day of August, A.D., 1955 and made between His Excellency the Honourable Anthony Geoffrey Hopwood Gardner-Brown, Acting Governor and Commander-in-Chief in and over the Bahama Islands acting for an on behalf of the Government of the Bahama Islands of the one part and the Port Authority of the other part;

(b) The Port Authority (as the Government hereby acknowledges) duly completed to the satisfaction of the Government the dredging of the channels and turning basin and the construction of the wharf specified in subclause (1) of Clause 1 of the Principal Agreement and have up to the date hereof duly observed and performed all their other obligations under or in respect of the Principal Agreement;

(c) The Government and the Port Authority are satisfied that it would be for the economic benefit of the Colony that other businesses and enterprises than those primarily envisaged by the Principal Agreement should be created and developed on the Island of Grand Bahama;

(d) The Port Authority have agreed to enter into the covenant on their part hereinafter contained relative to the construction of first-class de luxe resort hotel accommodation of not less than Two hundred (200) bedrooms with all reasonable amenities within the Port Area (as that expression is used in the Principal Agreement);

(e) The Government is satisfied that it is desirable for the purposes of encouraging and facilitating such further development on the said Island and of ensuring the proper and efficient administration thereof and also for the purposes of clarifying certain questions of construction arising on the Principal Agreement that the provisions of the Principal Agreement should be amended in manner hereinafter appearing and that such further agreements should be made as are hereinafter contained; and

(f) The only persons, firms and companies up to the date hereof licensed under the Principal Agreement as specified by subclause 8 of Clause 3 thereof are the persons firms and companies whose names are contained in the Schedule hereto and all such persons firms and companies have consented (as testified by their respective execution of these presents) to the amendments to the Principal Agreement hereinafter contained and the other provisions of these presents;

[1] See Ch. 261.

NOW THIS AGREEMENT made in consideration of the premises WITNESSETH as follows:

1. (1) The Port Authority hereby covenant with the Government that unless prevented from so doing by Act of God, insurrection, riots, civil commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Port Authority (including the inability of the Port Authority to obtain or employ the necessary labour or to obtain or secure the necessary materials) they will on or before the Thirty-first day of December, A.D., 1963 complete the construction of or procure the completion of the construction of first-class de luxe resort hotel accommodation containing in the aggregate not less than Two hundred (200) bedrooms with all reasonable amenities within the Port Area and upon completion of the said hotel accommodation furnish or cause the same to be furnished as first class de luxe resort hotel accommodation and thereafter operate the same or cause the same to be operated in accordance with the highest standards reasonably obtainable and applicable and set for the operation of like de luxe hotels in the United States of America.

(2) The foregoing provisions of this Clause shall operate and have effect for all purposes as if the same had been comprised in the Principal Agreement.

2. The Principal Agreement is hereby varied and amended and shall henceforth operate and have effect as follows:

(1) In subclause (3) of Clause 1 immediately after the words "and pine timber" there shall be inserted the words "and also to promote and encourage the establishment of other lawful enterprises which shall appear likely to be of economic benefit to the Colony".

(2) In subclause (3) of Clause 1 and in subclause (19) of Clause 2 the words from and including "and lying Eastwardly" down to and including the words "on the South side of the said Island" shall be deleted.

(3) Paragraph (a) of subclause (5) of Clause 1 shall be deleted and the following substituted therefor:

"(a) Provide or procure the provision of primary instruction and school accommodation free of charge for all children living within the Port Area between the ages of six years and fourteen years and upwards of standards equal to those from time to time provided by the Board of Education of the Colony in the Out Islands of the Colony or such higher standard as in accordance with circumstances from time to time the Board of Education of the Colony with the approval of the Governor in Council may reasonably require and from time to time add to and extend the same so as to serve adequately all children of school age living within the Port Area and during the continuance of this Agreement operate and maintain such

school rooms and educational facilities to a standard at least equal to that provided from time to time by the said Board of Education in the Out Islands or to such higher standard as in accordance with circumstances from time to time the Board of Education of the Colony with the approval of the Governor in Council may reasonably require; but so that subject to such primary obligation as aforesaid the Port Authority and any corporation institution or body for the time being authorised by them for such purposes shall be entitled to provide additional educational instruction and facilities (primary or otherwise) and to charge and collect from individuals who or whose children receive any such additional education instruction or facilities within the Port area reasonable fees in respect thereof".

(4) The following proviso shall be added immediately following paragraph (b) of subclause (5) of Clause 1:

"Provided nevertheless that subject to providing free medical services for the Officers and Members of The Bahamas Police Force stationed within the Port Area from time to time and subject to providing indigent persons resident within the Port Area with medical services on the same terms as District Medical Officers of the Government of the said Bahama islands shall from time to time provide like services to indigent persons in other parts of the said Island of Grand Bahama then notwithstanding anything else in this clause hereinbefore contained the Port Authority shall be entitled to charge and collect from individuals who or whose children receive any such medical services and facilities as aforesaid reasonable fees in respect of such services and facilities".

(5) In subclause (1) of Clause 2 there shall be inserted immediately after the words and bracket "and nuclear fission products" the words and brackets "(hereinafter referred to as the Supplies".

(6) In paragraph (c) in subclause (1) of Clause 2 there shall be inserted immediately after the words "places of beautification" the words "amusement, entertainment, sports."

(7) In subclause (1) of Clause 2 the words and brackets "(all of which works and things hereinbefore referred to in paragraphs (b), (c), (d) and (e) hereof are sometimes hereinafter collectively referred to as "the Port Area Development" shall be deleted and the following substituted therefor:

"(all of which works hereinbefore referred to are sometimes hereinafter collectively referred to as "the Port Area Development" or "the Port Development Area".

(8) The following proviso shall be added immediately following subclause (2) of Clause 2:

"Provided nevertheless that in the case of any cottages, bungalows, houses or other private residences constructed and erected as aforesaid which are at any time sold or leased by the Port Authority or by any Licensee otherwise than to any person then *bona fide* in the service or employment of the Port Authority or of any Licensee and *bona fide* for the purposes of or in connection with the future service or employment of such persons, the Customs Duties in respect of the Supplies or the Manufacturing Supplies used directly in the construction, erection, air-conditioning, equipping, fitting out, furnishing and landscaping thereof which but for the foregoing provisions of this clause would have been payable shall forthwith thereupon become payable."

(9) In paragraph (b) of subclause (4) of Clause 2 immediately after the words "the Schedule hereto" there shall be inserted the words "or in such other form as the Comptroller of Customs and the Port Authority may from time to time agree".

(10) In paragraph (c) of subclause (5) of Clause 2 immediately after the words "or any Licensee within the Port Area to", there shall be inserted the words "(i) any vessel of less than 1500 nett tons (not being a vessel used solely or mainly for pleasure purposes) if such vessel is (A) bound directly for a port outside the Colony, and is (B) engaged in the carrying of cargo and/or passengers for gain or reward, and is (C) not engaged in inter-insular shipping between ports within the Colony in any form whatsoever, and is (D) not engaged in commercial fishing within the Colony, and (ii)".

(11) In each of subclauses (6), (7), (8) and (27) of Clause 2 there shall be inserted immediately after the words "Thirty" wherever the same appears the word "five".

(12) In paragraph (c) of subclause (10) of Clause 2 the words "of 1500 nett tons or more" shall be deleted and the following words substituted therefor:

"referred to in the proviso to paragraph (c) of subclause (5) of this clause".

(13) At the end of subclause (19) of Clause 2 there shall be inserted the following proviso:

"Provided further than upon the Port Authority from time to time submitting to the Colonial Secretary proper survey plans of any such additional land as aforesaid adjoining any part of the Port Area and lying—

North or South of that part of the existing Port Area bounded Westwardly by a line drawn across the said Island on a bearing North 21 degrees 49 minutes East at a point Three and a Half ($3\frac{1}{2}$) miles Westward of the West Bank of Hawksbill Creek aforesaid and Eastwardly by a line drawn

across the said Island North and South at a point Five Hundred (500) feet Eastward of the East Bank of Gold Rock Creek where it joins the Sea on the South side of the said Island the Government shall forthwith declare such additional land to be a part of the Port Area within the meaning of this Agreement by Order-in-Council published in the *Official Gazette*."

(14) In paragraph (a) of subclause (23) of Clause 2 immediately after the word "branches" there shall be inserted the brackets and letter "(i)", immediately after the words "and handling of freight" there shall be inserted the following words, namely:

"any business or undertaking of owning, constructing, operating and. maintaining utilities (as hereinbefore referred to), any *bona fide* banking, trust, corporate management, investment, stock-broking, insurance, finance (including hire-purchase), mortgage and loan business or undertaking, any business or undertaking of owning, constructing, operating and maintaining hospitals, medical and health clinics, and schools, any business or undertaking of owning, constructing, maintaining, selling and leasing houses and places of residential or business occupation, and of real estate ownership, development, maintenance and sale generally, any business or undertaking or owning, operating and servicing ships and servicing aircraft, any business or undertaking incidental or relating to any such business or undertaking as aforesaid or usually carried on in connection with the same or ancillary thereto, and (subject to complying with the provisions of any present or future laws of the Colony relating to the necessary professional qualifications), any profession or professional activity, and (ii) any business or undertaking (excluding the sale of alcoholic liquor or goods or merchandise of any description) of incidental ancillary or relating to or usually carried on in connection with owning, constructing, operating, and maintaining hotels, boarding houses, clubs (resident or otherwise), apartment houses, restaurants, marinas, yacht basins, and places of entertainment other than cinemas), sports, amusement or cultural activity".

and immediately after the word "Agreement" there shall be inserted a comma.

(15) At the end of Clause 2 there shall be inserted the following new subclauses:

(29) (a) That subject to complying with the provisions of any existing Agreement, Treaty or Convention between Her Majesty's Government and any other Government, with the consent of the Governor-in-Council the Bahamas Broadcasting and Television Commission may when requested in writing by the Port Authority so to do lease or otherwise make available to the Port Authority the

right to establish within the Port Area and to operate broadcasting and televising services for such period and in accordance with such rules and regulations (not being more onerous than those from time to time imposed on any other individual or company operating similar services within the Colony or applicable to any such services operated by the said Commission) as the said Commission shall stipulate.

(b) To use its best endeavours to obtain any consent or approval from any other government or authority that may be necessary in order to permit the establishment and operation of such broadcasting and televising services as aforesaid or either of them.

(30) That the Government shall at all times use its best endeavours to ensure that the Port Area shall be efficiently and adequately served by aviation facilities for all purposes."

(16) Wherever in the Principal Agreement (as amended by these presents) the Port Authority is (either expressly or by implication) obliged or empowered to perform any act the Port Authority shall be entitled in writing under their Common Seal to license any other person or company to perform such act and all references in the Principal Agreement (amended as aforesaid) to the Port Authority's performing any act shall be deemed to include references to such act being performed by any person or company licensed as aforesaid to perform such act. Provided that nothing in this subclause shall relieve the Port Authority from any of its primary obligations under the Primary Agreement (amended as aforesaid).

(17) In every place in the Principal Agreement (amended as aforesaid) except in paragraph (a) of subclause (23) of Clause 2 thereof where the expression "manufacturing, industrial, or other business, undertaking, or enterprise" or "business or undertaking" appear, such expressions shall (without prejudice to their generality) be deemed to include all lawful businesses, utilities, professions, undertakings and enterprises of every nature.

(18) In subclause (8) of Clause 3 immediately after the words "mutual consent of the parties hereto with the consent of" there shall be inserted the words "not less than four-fifths in number of" and all words from and including the words "which consent of such persons" shall be deleted.

(19) In subclause (11) of Clause 3 the figures and words "1950 of the United Kingdom" and the words in brackets shall be deleted, and immediately after the word "modification" there shall be inserted the words "or re-enactment".

3. (1) For the purposes of this present Clause the expression "the said Act" means The Hotels Encouragement Act as amended and in force at the date of these presents the expressions "Customs Duties" "New Hotel" "Promoter" and "Real Property Taxes" have the same meanings as are assigned to them in the said Act and the expression "the Expiry Date" means the twentieth anniversary of the date on which the said Act or any re-enactment or extension (with or without amendment) thereof or any Act substantially replacing the same shall expire.

(2) Notwithstanding anything in the Principal Agreement (amended as aforesaid) contained no Licensee undertaking the construction of or operating a New Hotel within the Port Area shall be entitled by virtue of the Principal Agreement (amended as aforesaid) to any benefits in the way of the refund of or freedom or exemption from Customs Duties Real Property Taxes or any other taxes or direct taxation in respect of the construction or operation of such New Hotel Provided nevertheless that in the case of any New Hotel within the Port Area the construction of which is commenced within the period of twenty years from the date of these presents (and of which commencement written notice is given by the Port Authority to the Colonial Secretary within Thirty (30) days after the date of such commencement) any Licensee undertaking the construction thereof or operating the same shall be entitled to the same benefits in the way of the refund of and freedom and exemption from Customs Duties Real Property Taxes and any other taxes and direct taxation as if the said Act had remained in force at the date of the commencement of such construction and the Licensee had been the Promoter in respect thereof and the Governor-in-Council had on such date entered into an agreement with such Licensee providing for the matters referred to in paragraphs (a), (b), (c), (d) and (e) of subsection (1) of section 4 of the said Act and in the case of the said paragraphs (a) and (b) for periods ending on whichever shall be the earlier of (i) the expiration of five years from the said date of the commencement of such construction, and (ii) the Expiry Date and in the case of the said paragraphs (c), (d) and (e) for periods ending respectively on whichever is the earlier of (i) the expiration of the periods respectively specified in the said paragraphs (c), (d) and (e), and (ii) the Expiry Date and as if for the purposes of the said paragraph (b) the date therein referred to were the fifth anniversary of the said date of commencement of the construction of such New Hotel.

4. (1) In this clause the expression "Local Authority" means any body or corporation created or established under or by virtue of any statute of the Colony for the purpose of exercising in respect of the Port Area or any part thereof powers of local government or administration and the expression "the Administration Area" means the Port Area or the part thereof (as the case may be) for the purposes of the local government or administration of which a particular Local Authority has been so created or established as aforesaid.

(2) Notwithstanding the provisions of subclause (7) of Clause 3 of the Principal Agreement (amended as aforesaid) the Port Authority may at any time or times during the continuance thereof with the consent in writing of not less than four-fifths in number of the persons and companies to whom subsisting licences shall have been granted by the Port Authority under the provisions thereof by an agreement in writing (hereinafter referred to as "the Transfer Agreement" made with a Local Authority under their respective Common Seals transfer to and vest in the Local Authority (either alone or in common with the Port Authority or any Licensee) upon such terms and conditions in all respects as may (with such consent as aforesaid) be therein agreed all or any of the rights powers and obligations of the Port Authority then subsisting under or by virtue of the Principal Agreement (amended as aforesaid) in relation to the Administration Area and so that (subject as aforesaid) (a) the Local Authority shall thereupon assume (in lieu of and exoneration of the Port Authority) such of the then subsisting rights powers and obligations of the Port Authority (so far as the same relate to the Administration Area) under or by virtue of the provisions of each such licence as aforesaid as are specified in such Transfer Agreement (hereinafter referred to as "the specified rights powers and obligations" and (b) all the then subsisting rights powers and obligations of every such Licensee as aforesaid under or by virtue of his or its licence shall remain in full force and effect but as regards the specified rights powers and obligations as if the relevant licence had been validly made and executed by and between the Local Authority (instead of the Port Authority) and such Licensee.

THE SCHEDULE HEREINBEFORE REFERRED TO

Names and Addresses or Registered Offices of Existing Licensees.

IN WITNESS WHEREOF etc.

CHAPTER 263

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA (AMENDMENT OF AGREEMENT) (NO. 2)

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Governor-General authorised to enter into Agreement.
3. Agreement to be sealed with Public Seal.

SCHEDULE

CHAPTER 263

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (AMENDMENT OF AGREEMENT) (NO. 2)

An Act to authorise the entering into of an agreement with The Grand Bahama Port Authority Limited, further amending and extending the existing agreements with that company dated the 4th day of August, A.D., 1955 and the 11th day of July, A.D., 1960 respectively. *48 of 1965*

[Commencement 11th September, 1965]

Short title.

1. This Act may be cited as the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area)(Amendment of Agreement)(No. 2) Act.

Governor-General authorised to enter into Agreement.

2. The Governor-General is hereby authorised, at any time within six months after the coming into operation of this Act, to enter into an Agreement, substantially in the form set out in the Schedule hereto, with The Grand Bahama Port Authority, Limited, a Company incorporated in the Colony.

Agreement to be sealed with Public Seal.

3. The Public Seal of the Colony shall be affixed to the said Agreement and the same shall be signed by the Governor on behalf of the Government of the Colony.

SCHEDULE

BAHAMA ISLANDS

NEW PROVIDENCE

THIS AGREEMENT made the ..... day of ..... A.D., 1965 BETWEEN His Excellency Sir Ralph Francis Alnwick Grey, Knight Grand Cross of The Most Distinguished Order of Saint Michael and Saint George, Knight Commander of The Royal Victorian Order, Officer of The Most Excellent Order of the British Empire, Governor and Commander-in-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter referred to and included in the term "the Government") of the one part AND The Grand Bahama Port Authority, Limited a company incorporated under

the laws of the said Bahama Islands and carrying on business in the Colony (hereinafter referred to as "The Port Authority" which expression where the context so admits shall include their assigns) of the other part WHEREAS:

(a) This Agreement is supplemental to an Agreement [1] (hereinafter referred to as "the Principal Agreement") dated the Fourth day of August, A.D., 1955 and made between His Excellency the Honourable Anthony Geoffrey Hopwood Gardner-Brown, Acting Governor and Commander-in-Chief in and over the Bahama Islands of the one part and the Port Authority of the other part now of record in the Registry of Records of the Bahama Islands in Volume 8 (New Series) at pages 447 to 479 which said Principal Agreement was amended and extended by a Supplemental Agreement[2] (hereinafter referred to as "the Supplemental Agreement") dated the Eleventh day of July, A.D., 1960 and made between His Excellency Sir Robert de Stapledon Stapledon Governor and Commander-in-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands of the one part and the Port Authority of the other part now of record in the said Registry of Records in Volume 353 at pages 186 to 360 inclusive;

(b) The Port Authority (as the Government hereby acknowledges) have duly fulfilled to the satisfaction of the Government the obligations contained in subclause (1) of clause 1 of the Supplemental Agreement to construct and furnish or to cause to be constructed and furnished a first class de luxe resort hotel containing not less than Two hundred (200) bedrooms with all reasonable amenities within the Port Area (as that expression is used in the Principal Agreement) and have up to the date hereof duly operated the same or caused the same to be operated in accordance with the standards prescribed by the said subclause (1) and have otherwise duly observed and performed all their other obligations in or in respect of the Principal Agreement as amended by the Supplemental Agreement;

(c) The Port Authority have on their part agreed to enter into the covenants hereinafter contained relating to the construction of housing accommodation schools and medical clinics and the provision of water electricity and other utility services;

(d) The Government is satisfied that it is desirable for the purposes of encouraging and facilitating further development in the Island of Grand Bahama and of ensuring the proper and efficient administration thereof that the provisions of the Principal Agreement and the Supplemental Agreement should be amended in the manner hereinafter appearing and that such further agreements should be made as are hereinafter contained; and

[1] See Ch. 261.
[2] See Ch. 262.

(e) Up to the date hereof the total number of Licensees within the meaning of paragraph (c) of subclause (1) of clause 2 of the Principal Agreement is not more than Five hundred and Sixty (560) and the persons and Companies whose names are contained in the First Schedule hereto amount to not less than four-fifths (4/5ths) in number of the said Licensees and such persons and Companies in pursuance of subclause (8) of clause 3 of the Principal Agreement have consented to the amendments to the Principal Agreement and the Supplemental Agreement hereinafter contained and the other provisions of these presents in witness whereof the said persons have severally set their hands and seals and the seals of the several Companies have been duly affixed hereto or upon true certified copies of the text of these presents which copies have been deposited with the Government and are now of record in the said Registry of Records in Volume ..... at pages .....;

NOW THIS AGREEMENT made in consideration of the premises WITNESSETH as follows:

1. The Port Authority hereby covenant with the Government that unless prevented from so doing by Act of God, insurrection, riot, civil, commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Port Authority (including the inability of the Port Authority to obtain or employ the necessary labour or to obtain or secure the necessary materials) —

(1) Subject to the conditions hereinafter provided the Port Authority will construct or procure the construction of dwelling houses in the Port Area of such a type as will afford suitable accommodation for families of low and middle class income groups to the intent that such dwelling houses shall be sold to persons wishing to own and occupy the same such dwelling houses to be erected on such site or sites and be of such size and design and to be provided with such services and amenities as the Port Authority shall from time to time decide subject to the prior approval of the Minister for Housing which approval shall not be unreasonably withheld or delayed.

The Conditions attaching to this covenant are that:

(a) the liability of the Port Authority hereunder shall be limited to the erection of One thousand (1,000) dwelling houses provided always that if it should appear that there is a demand by persons of the said income groups wishing to own and occupy dwelling houses of the type aforesaid in excess of the figure of One thousand (1,000) the Port Authority at the request of the Minister for Housing would be prepared to consider the erection of such further dwelling houses as may be reasonably necessary to meet such demand;

(b) the said dwelling houses shall be erected and completed from time to time in such numbers as may reasonably be necessary to meet the current demand by persons of the said income groups for the purchase of such dwelling houses in the Port Area the first Two hundred (200) of such dwelling houses to be erected and completed within Eighteen (18) months from the date of these presents; and

(c) in regard to any dwelling house to be erected hereunder the Port Authority or any company nominated by them may be approved by the Minister for Housing as a lender and also as a builder for the purposes of The Housing Act 1960 or any Act amending or replacing the same.

For the purposes of paragraph (a) of this clause "dwelling house" means a house which provides facilities for living, sleeping, eating, food preparation and sanitation for one family being facilities which are not designed to be shared with the occupants of any other house.

(2) The Port Authority will give the Government written notice at least once every Six (6) months of the number and location of the dwelling houses referred to in subclause (1) of this clause the construction of which has been commenced or completed since the immediately preceding notice and will so far as reasonably possible make available for purchase (at the going prices thereof) such of the said dwelling houses as may be required for occupation by any Headmaster or Assistant Headmaster or other teacher for the time being employed in any school or are required by the Government for occupation by persons for the time being in the whole time employment of the Government for government purposes (which expression shall have the same meaning as in paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof).

(3) If the Minister for Education shall:

(a) within One (1) year after the date of these presents give to the Port Authority written notice (hereinafter called the "First Notice") that he requires one of the following namely either (i) the construction of One (1) primary school providing reasonable accommodation for the instruction of not less than Eight hundred (800) children either within the Port Area or within the area (hereinafter in this clause called "the Specified Area") comprising the Settlements in the Island of Grand Bahama known as Pinder's Point Lewis Yard and Hunter's or (ii) the construction of Two (2) primary schools each providing reasonable accommodation for the instruction of not less than Four hundred (400) children and one to be either within the Port Area or within the Specified Area and the other to be either within or without the Port Area; and/or

(b) at any time within Ten (10) years after the date of these presents give to the Port Authority written notice (hereinafter called "the Second Notice") that he requires the construction of a further primary school within the Port Area providing reasonable accommodation For the instruction of not less than four hundred (400) children,

then the Port Authority will thereupon construct or procure the construction of such schools in accordance with the following provisions namely:

(A) Each school required to be within the Port Area shall be on a site to be mutually agreed between the Minister for Education and the Port Authority and to be of such area and situation as reasonably to provide for the future expansion of the school with all amenities usually provided by the Government for a primary school including playing-fields (for use jointly by all schools in the Port Area);

(B) Each school required to be otherwise than within the Port Area shall be on a site to be provided by the Minister for Education; and

(C) The construction of the school or schools referred to in the First Notice shall be completed within Eighteen (18) months from the receipt by the Port Authority of the First Notice and the school referred to in the Second Notice shall be constructed and completed with due diligence after the receipt by the Port Authority of the Second Notice and (in the case of every school) in accordance with plans to be approved by the Minister for Education (such approval not to be unreasonably withheld) and in accordance with standards at least equal to those of the Four (4) secondary schools at the date of these presents under construction for the Minister of Education in the Island of New Providence.

And upon completion of any such school as aforesaid within the Port Area the Port Authority will lease or procure to be leased the same and the sites thereof to the Government upon the terms and conditions specified in the said paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof.

(4) The Port Authority will forthwith commence and with due diligence complete the construction of a further primary school providing reasonable accommodation for the instruction of not less than Two hundred (200) children in an area in the Island of Grand Bahama between the Settlement of Holmes Rock on the West and the Western bank of Hawksbill Creek on the East on a site to be provided by the Minister for Education such school to be built in accordance with the same standards as are referred to in subclause (3) of this clause Provided that if either (a) the Government shall after the First day of June, A.D., 1965 have itself commenced to

construct a school within such area as aforesaid providing accommodation for the instruction of not less than Two hundred (200) children or (b) the Government shall after the date of these presents decide itself to construct such a school and shall notify the Port Authority in writing of such decision then (i) the obligation of the Port Authority under this present subclause to construct a school shall thereupon cease and (ii) upon the completion of such a school by the Government the Port Authority will pay to the Government as a contribution towards the cost thereof a sum equal to whichever is the smaller of (A) the sum of Seventeen thousand pounds (£17,000) and (B) a fraction of the cost of constructing the last mentioned school the numerator of which is Two hundred (200) and the denominator of which is the number of children for the instruction of which such school was designed.

2. The Port Authority hereby further covenant with the Government that:

(1) The Port Authority will provide and lease to the Government (upon the terms and conditions specified in the said paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof) a site in Freeport of such area (not exceeding Ten (10) acres) as the Government shall require (hereinafter called "the Medical Purposes Site") for the erection thereon by the Government of a medical clinic and a doctor's residence and other purposes connected with the provision of medical facilities within the Port Area.

(2) Upon the completion of the construction of the said clinic and doctor's residence on the Medical Purposes Site within Five (5) years after the date hereof the Port Authority will pay to the Government a sum equal to the costs of such construction up to (but not exceeding) the sum of Twenty thousand pounds (£20,000).

(3) If the Government shall within Five (5) years after the date hereof construct and complete at the Eight Mile Rock Settlement in the said Island of Grand Bahama a clinic and doctor's residence the Port Authority will pay to the Government a sum equal to the costs of such construction up to but not exceeding the sum of Twenty thousand pounds (£20,000).

(4) The Port Authority will procure the laying of an Eight (8) inch water main from the existing water supply system in the Port Area to the point marked "A" on the plan hereto annexed and will procure the provision through such main of such water as is required by the said Eight Mile Rock Settlement up to but not exceeding a quantity of One hundred thousand (100,000) gallons of water per day AND subject always (i) to the availability of supplies of potable ground water within the Port Area (ii) to meeting the requirements of water consumers within the Port Area and (iii) to adequate advance notice being given by the Government to the Port Authority from time to time so as to enable the Port Authority to provide the facilities

necessary for the production of such increased amount of water as may be specified in such notice the Port Authority will use their best endeavours to provide such further amounts of potable water as may be required by the said Settlement all water supplied under the provisions of this subclause to be charged for at the price of Six shillings (6/-) per One thousand (1,000) gallons Provided that such price may from time to time be increased in such manner that the price at any given time shall bear the same relation to Six Shillings (6/-) per One thousand (1,000) gallons as the cost and expenses of producing water and passing it through the said main to the said point "A" at such given time bears to the same costs and expenses at the date when the said main is laid and commences to be used such respective costs and expenses to be ascertained and conclusively certified by Messrs. Price Waterhouse & Co. of Trade Winds Building in the City of Nassau or some other reputable firm of Chartered Accountants nominated by the Port Authority and approved by the Government (such approval not to be unreasonably withheld).

(5) The Port Authority will procure the provision of a supply of water (not in excess of Twenty-five thousand (25,000) gallons per day) from the existing water supply system in the Port Area to the point marked "B" on the said plan hereto annexed for the purposes of supplying the area comprising the Settlements in the said Island of Grand Bahama known as Pinder's Point Lewis Yard and Hunters at the same price (and liable to be increased in the same manner) as is specified in the last preceding subclause hereof.

(6) The Port Authority will pay to the Government the sum of Ten thousand pounds (£10,000) towards the costs of any town planning work carried out by the Government in the said area in the Island of Grand Bahama between the Settlement of Holmes Rock on the West and the Western bank of Hawksbill Creek on the East.

(7) The Port Authority will not without the previous written consent of the Government either (a) release Colonial Research Institute (a company also incorporated under the laws of the said Bahama Islands) from any of its obligations under an Agreement dated the First day of October, A.D., 1962 and made between the Port Authority of the one part and the said Colonial Research Institute of the other part now of record in the said Registry of Records in Volume 878 at pages 436 to 454 inclusive or (b) revoke or terminate the Lease granted to the said Colonial Research Institute pursuant to the provisions of the said Agreement.

3. The Port Authority hereby further covenant with the Government that —

(1) The Port Authority will continue to promulgate a comprehensive and detailed Building Code applicable to the Port Area and will revise the same from time to time in the light of technical developments and the changing needs of the community.

(2) Such Building Code shall contain regulations for the purpose of establishing and maintaining proper and appropriate standards of building constructions and layouts in the Port Area and for the prior submission and approval of plans and specifications for such constructions, and shall make appropriate provisions for the disposal of sewage until such time as a general sewage disposal system is available in any area, for the proper siting and use of wells and water supply and distribution systems for the purpose (*inter alia*) of preventing contamination of water supplies, and for such other matters as the Port Authority reasonably consider necessary or desirable to ensure the general welfare of the community.

(3) The Port Authority will continue or cause to be continued the operation in the Port Area of garbage collection and disposal facilities.

(4) The Port Authority will keep all drainage ditches at the date hereof or hereafter provided by them in any part of the Port Area in a proper condition and state of repair as long as the same are currently in use.

(5) The Port Authority will procure that all water supply systems in the Port Area directly or indirectly under their control are from time to time inspected and are safeguarded against contamination.

(6) The Port Authority will at all times take such steps as they in the reasonable exercise of their discretion consider expedient and practical to expand and extend water supply systems in the Port Area directly or indirectly under their control and to encourage and assist (by making available easements, wayleaves and other like facilities) the provision and distribution in the Port Area of adequate supplies of electricity.

(7) The Port Authority will co-operate with the Government for the purposes of pest control and elimination by providing such means of access within the Port Area as are reasonably available and making such provisions in the said Building Code as may from time to time be mutually agreed by the Government and the Port Authority for such purposes Provided Always (and it is hereby agreed) that the Port Authority and any utility company or corporation shall be entitled to make charges in connection with the supply and distribution of water and electricity sewage disposal systems and garbage collection and disposal facilities.

4. Paragraph (a) of subclause (5) of clause 1 of the Principal Agreement as amended by subclause (3) of clause 2 of the Supplemental Agreement is hereby revoked provided always that nothing herein contained shall affect the right of the Port Authority and any corporation institution or body for the time being authorised by them during the continuance of the Principal Agreement to provide educational instruction and facilities (primary or otherwise) within the Port Area as they deem fit and to charge and collect from individuals who or whose children receive any such educational instruction or facilities reasonable fees in respect thereof.

5. Paragraph (b) of subclause (5) of clause 1 of the Principal Agreement as amended by subclause (4) of clause 2 of the Supplemental Agreement is hereby revoked provided always that nothing herein contained shall affect the right of the Port Authority or any corporation institution or other body for the time being authorised by them during the continuance of the Principal Agreement to provide operate and maintain such medical services and facilities within the Port Area as they deem fit and to charge and collect from individuals who or whose children receive any such medical services and facilities as aforesaid reasonable fees in respect thereof.

6. Paragraph (c) of subclause (5) of clause 1 of the Principal Agreement is hereby revoked and the following is substituted therefor:

"(c) Provide and lease to the Government or procure to be so provided and leased any area of vacant land (as that term is hereinafter defined) within the Port Area which the Government may need within the Port Area for government purposes (as that term is hereinafter defined) subject to the area of any parcel of such land and its location being in all the circumstances reasonably related to the needs of the Government. The terms and conditions of any such lease granted under this paragraph of this subclause shall be mutually agreed between the Government and the Port Authority save that unless the parties otherwise agree every such lease shall provide and be subject to the following terms and conditions that is to say:

(i) the premises shall be occupied and used solely for government purposes;

(ii) in the event of the Government failing for a continuous period of Twelve (12) months during the currency of the lease to occupy and use the premises solely for government purposes the lease shall thereupon be determined;

(iii) the lease shall be for a term of Nine hundred and ninety-nine (999) years at a yearly rental of One shilling (1/-);

(iv) during the continuance of the Principal Agreement the Government shall maintain the demised land in a clean and sanitary condition and any buildings erected thereon in a state of good repair;

(v) after the determination of the Principal Agreement the Government shall be under no obligation to maintain in a state of good repair any buildings on the demised land or to surrender them at the determination of the lease in a state of good repair or at all".

For the purposes of this paragraph of this subclause —

(a) "vacant land" means land within the Port Area which has no buildings or other structures erected upon it and which is vested in fee simple in the Port Authority or their Licensees known as The Grand Bahama Development Company Limited (a company also incorporated in the Colony) being land in which no other person has any right title or interest and which is not subject to any restrictive covenant as would prevent the Government from utilising such land for the government purpose intended;

(b) "government purposes" means any function of government carried out within the Port Area to discharge any of the responsibilities of Government in relation to the Port Area for the maintenance of law and order, the administration of justice and the collection of revenue the provision of housing accommodation for Government officers or the carrying on of the work of any Ministry or Department of Government.

7. Subclause (6) of clause 1 of the Principal Agreement is hereby amended by deleting the words "pursuant to the provisions of paragraph (c) of subclause (5) of this clause".

8. Paragraph (a) of subclause (5) of clause 2 of the Principal Agreement is hereby amended by deleting therefrom the words:

"Provided Always that sales of any articles or things for export outside of the Colony"

and substituting therefor the words:

"Provided Always that any articles or things sold or agreed to be sold for export outside of the Colony (other than articles or things sold or agreed to be sold as the result of the display within the Port Area of such or identical articles or things or replicas thereof in the operation of a retail business".

9. Subclause (28) of clause 2 of the Principal Agreement is hereby amended by adding immediately at the end thereof the following proviso:

"Provided Always that nothing in the foregoing provisions of this subclause shall prevent the enactment making or promulgation of any legislation order or regulation imposing any duty or tax on the import into any other part of the Colony of any articles or things manufactured processed assembled or

produced in the Port Area except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahama."

10. Notwithstanding anything contained in the Principal Agreement or clause 3 of the Supplemental Agreement no Licensee (as that expression is used in the Principal Agreement) undertaking after the date of these presents the construction or operation within the Port Area of an hotel (meaning thereby an building containing bedrooms for letting for short-term occupation by visitors to the Port Area) shall be entitled to any greater benefits in the way of refund for or freedom or exemption from Customs Duties Real Property Taxes or any other taxes or direct taxation in respect of the construction or operation thereof than would have been obtained had such hotel been a New Hotel within the meaning and for the purposes of clause 3 of the Supplemental Agreement.

11. The Port Authority hereby covenant with the Government that within Six (6) months of the execution of these presents they will execute leases demising to the Treasurer for and on behalf of the Government the several premises within the Port Area more particularly described in the Second Schedule hereto. The terms and conditions of such leases shall be mutually agreed between the Government and the Port Authority save that unless the parties otherwise agree such leases shall provide and be subject to the following terms and conditions that is to say:

(a) the premises shall be occupied and used solely for government purposes;

(b) that in the event of the Government failing for a continuous period of Twelve (12) months during the currency of the lease to occupy and use the premises solely for government purposes the lease shall thereupon be determined;

(c) the lease shall be for a term of Nine hundred and Ninety-nine (999) years;

(d) during the period of Twenty-five (25) years after the commencement of the said term the Government shall pay the yearly rental specified in column 3 of the Second Schedule hereto (being Six per centum (6%) of the depreciated cost of the premises as shown in column 2 of the Second Schedule hereto) and thereafter a yearly rental of One shilling (1/-);

(e) during the continuance of the Principal Agreement the Government shall maintain the land in a clean and sanitary condition and any building thereon in a state of good repair (fair wear and tear expected);

(f) after the determination of the Principal Agreement the Government shall be under no obligation to maintain in a state of good repair any buildings on the land or to surrender them at the determination of the lease in a state of good repair or at all.

In this clause the expression "government purposes" shall have the same meaning as in paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof.

12. It is hereby mutually agreed that subclause (2) of clause 2 of the Principal Agreement shall henceforth operate and have effect as if the words "or such other Code of Electrical Standards as may from time to time be mutually agreed between the Government and the Port Authority," were inserted at the end thereof.

13. Having regard to the considerable increase in the industrial and other development of the Port Area and to the nature and extent of certain of the responsibilities imposed by the Principal Agreement (as heretofore amended) upon the Port Authority that is to say *inter alia* for the proper operation of the deep water harbour at Freeport (under clause 1(2) of the Principal Agreement) for the laying-out of the development of the Port Area and the administration and control thereof (under clause 1(4) of the Principal Agreement) for the safe operation of all utility undertakings constructed by them or their Licensees (under clause 1(7) of the Principal Agreement) for the safe construction and the proper maintenance of all buildings and machinery installed in buildings within the Port Area so as to provide for the health and safety of employees and the general public and for the installation and maintenance of good public sanitation within the Port Area (under clause 1(10) of the Principal Agreement) and having regard to the need in the public interest to ensure that the Port Authority have the powers necessary to enable them to discharge effectively such and other responsibilities more particularly described in the Principal Agreement and the Supplemental Agreement and this Agreement the Government hereby undertakes to consider sympathetically any application by the Port Authority for the promotion of legislation to permit the Port Authority to make bye-laws subject to the approval of the appropriate Minister for the purpose of enabling the Port Authority to discharge the said responsibilities and to authorise the Port Authority or any duly authorised Licensee to collect or recover from owners or occupiers of premises reasonable fees or charges for services provided or rendered by the Port Authority or such Licensee in the discharge of the said responsibilities.

14. It is hereby mutually agreed that any reference contained in the Principal Agreement or the Supplemental Agreement to "The Governor in Council", or an "Order in Council", or "the Colonial Secretary" shall hereafter be read and construed as a reference to "the Governor", an "Order by the Governor" or "the Secretary to the Cabinet", as the case may be.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

Names and Addresses or Registered Offices of Existing Licensees.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Description of Premises	*Depreciated Cost*	*Yearly Rental*
1. Livingstone Apartments, Pioneer Way. (comprising 8 units, each with 2 bedrooms, now occupied by Customs personnel).	£14,174 (Cost£19,004) less £4,830 depreciation)	£850
2. 50 Ranleigh Drive. (3 bedroom house, now occupied by Customs personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
3. 53 Frobisher Drive. (3 bedroom house, now occupied by Customs personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
4. 126 Clive Avenue. (3 bedroom house, now occupied by Immigration personnel).	£2,558 (Cost£3,480 less £922 depreciation)	£153
5. 65 Whymper Lane. (3 bedroom house, now occupied by Post Office personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
6. 47 Pioneer Way. (3 bedroom house, now occupied by Customs personnel).	£2,224 (Cost£2,483 less £259 depreciation)	£133
7. 83 Banyan Lane. (3 bedroom house, now occupied by Police personnel).	£5,563 (Cost£6,845 less £1,282 depreciation)	£334
8. 36-45 Trotter Avenue. (comprising 10 houses, each with 3 bedrooms, now occupied by 8 Customs, 1 Immigration, 1 Postal personnel).	£25,469 (Cost£27,289 less £1,820 depreciation)	£1,528

Description of Premises	*Depreciated Cost*	*Yearly Rental*
9. Administration Building, Pioneer Way. 2,893 square feet of office space (now occupied by the Commissioner, Police and Liaison Officer).	£11,503 (Cost£17,784 less £6,281 depreciation)	£690
10. Police House, Cedar Street. (3 bedroom house, now occupied by Police personnel).	£2,505 (Cost£2,797 less £292 depreciation)	£150
11. Police Station, Peel Street. (comprising 8 Unit Barracks, 13 Duplexes, Administration, Garage, and Workshops now occupied by Police).	£74,329 (Cost£80,267 less £5,938 depreciation)	£4,459
12. Customs House, Pioneer Way. 1,230 square feet of office space (now occupied by Customs personnel).	£3,898 (Cost£6,028 less £2,130 depreciation)	£234
13. Post Office, Business District. 2,000 square feet	£7,017 (Cost£7,980 less £963 depreciation)	£421
14. Airport. 3,400 square feet (now occupied by Customs and Immigration personnel).	£11,952 (Cost£12,570 less £618 depreciation)	£717
15. Customs, Harbour. 370 square feet (now occupied by Customs personnel).	£804 (Cost£1,071 less £267 depreciation)	£48

CHAPTER 264

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (INTERPRETATION OF AGREEMENT)

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Interpretation.
3. Interpretation of the Agreement.

CHAPTER 264

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (INTERPRETATION OF AGREEMENT)

An Act for the removal of doubts as to the interpretation of certain provisions of an agreement made with the Grand Bahama Port Authority, Limited, dated the 4th day of August 1955, and subsequent amendments thereto. *63 of 1965*

[Commencement 30th September, 1965]

1. This Act may be cited as the Hawksbill Creek Grand Bahama (Deep Water Harbour and Industrial Area) Interpretation of Agreement Act. Short title.

2. In this Act — Interpretation.

"the Agreement" means the Agreement [1] dated the Fourth day of August A.D. 1955 and made between His Excellency the Honourable Anthony Geoffrey Hopwood Gardner-Brown Acting Governor and Commander-in-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands of the one part and The Grand Bahama Port Authority, Limited of the other part and now of record in the Registry of Records in the City of Nassau in Volume 8 at pages 447 to 479 as amended by an Agreement [2] dated the Eleventh day of July A.D. 1960 and made between His Excellency Sir Robert de Stapledon Stapledon Governor and Commander-in-Chief in and over the said Bahama Islands acting for and on behalf of the said Government of the one part and the Port Authority of the other part and now of record in the said Registry of Records in Volume 353 at pages 186 to 350;

[1] See Ch. 261.
[2] See Ch. 262.

"the Port Authority" means the said The Grand Bahama Port Authority, Limited;

"the Government" has the same meaning as in the Agreement.

Interpretation of the Agreement.

3. For the avoidance of doubt, it is hereby declared that, for the purposes of any Declaration by the Government made (whether heretofore or hereafter) in accordance with clause 2(19) of the Agreement, such Declaration shall take effect in accordance with the Agreement (and shall be deemed always so to have taken effect) if the land the subject thereof is at the time of such Declaration owned in fee simple by the Port Authority, or, although not then so owned, has at any time prior thereto been so owned.

CHAPTER 265

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (EXTENSION OF TAX EXEMPTION PERIOD)

LIST OF AUTHORISED PAGES

1– 3 LRO 1/2006

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Interpretation.
3. Extension of certain tax exemption period.

CHAPTER 265

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (EXTENSION OF TAX EXEMPTION PERIOD)

21 of 1993
S.I. 36/2005

An Act to further extend for the life of the agreement known as the Hawksbill Creek Agreement certain tax exemptions granted under that agreement and which are about to expire.

[Assent 30th July, 1993]
[Commencement 3rd August, 1993]

Short title.

1. This Act may be cited as the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) (Extension of Tax Exemption Period) Act.

Interpretation.

2. In this Act —

"Agreement" means the Agreement dated the 4th day of August, 1955 and made between the Government of the then Bahama Islands of the one part and the Grand Bahama Port Authority Limited of the other part, as amended by the Agreements made on the 11th day of July, 1960 and the 1st day of March, 1966, respectively.

Extension of certain tax exemption period.

3. Those exemptions from taxes and other imports conferred by the Agreement and which would cease on 4th August, 1993 shall, notwithstanding anything to the contrary in any other law, continue for a further period of twenty-two years with effect from the 4th day of August, 1993.

CHAPTER 30

FREEPORT, GRAND BAHAMA

LIST OF AUTHORISED PAGES

1 LRO 1/2002
2 Blank
3 – 4 LRO 1/2002
5 – 7 Original

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Conclusion of Agreement.
3. Affixation of Public Seal.
4. Force of law.

SCHEDULE

CHAPTER 30

FREEPORT, GRAND BAHAMA

35 of 1993
15 of 1994

An Act to authorise the entering into of an agreement with the Grand Bahama Port Authority Limited and the Grand Bahama Development Company Limited for the carrying out by them of certain developmental works in the Freeport area and to continue in that area the exemption from real property tax for a period of twenty-two years.

[Commencement 31st December, 1993]

Short title.

1. This Act may be cited as the Freeport, Grand Bahama Act, 1993.

Conclusion of Agreement.
15 of 1994, s. 2.

2. The Governor-General is hereby authorised at any time within six months after the coming into operation of this Act to enter into an agreement, substantially in the form set out in the Schedule with the Grand Bahama Port Authority Limited and the Grand Bahama Development Company Limited, both being companies incorporated under the statute laws of The Bahamas.

Affixation of Public Seal.

3. The Public Seal of the Commonwealth of The Bahamas shall be affixed to the said agreement.

Force of law.

4. Clause 2 of the Agreement shall subject to clause 3 thereof have the force of law.

SCHEDULE (Section 2)

The Commonwealth of The Bahamas

New Providence.

This AGREEMENT made the ..... day of ....., 1994 BETWEEN his Excellency Sir Clifford Darling, Governor-General acting for and on behalf of the Government of the Commonwealth of The Bahamas (who and whose successors in office for the time being are hereinafter included in the term "Government") of the one part

AND the Grand Bahama Port Authority Limited and the Grand Bahama Development Company Limited, both being companies incorporated under the statute laws of The Bahamas and carrying on business within The Bahamas (hereinafter referred to as "the Companies" which expression where the context admits shall include their respective assigns) of the other

WHEREAS —

(A) The Government and the Grand Bahama Port Authority entered into three Agreements dated the 4th day of August, 1955, the 11th day of July, 1960 and the 1st day of March, 1966, respectively whereby for a period of thirty-five (35) years from the 4th day of August, 1955 no real property taxes or rates and no real property levies (whether capital or periodic) of any kind shall be levied, charged or collected by the Government within the Port Area or upon or against any Land, building or structure within the Port Area as defined in the aforementioned Agreement dated 4th August, 1955.

(B) By the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) (Extension of Tax Exemption Period) Act, 1992 the aforementioned exemption period of thirty-five (35) years that ended on the 4th day of August, 1990 was extended until the 4th day of August, 1993.

(C) The Government is satisfied that it is desirable for the purposes of encouraging and facilitating further development on the Island of Grand Bahama with the accompanying creation of employment opportunities on the Island of Grand Bahama that there should continue to be enjoyed within the said Port Area the aforementioned exemption from real property tax for a further period of twenty-two (22) years from the 4th day of August, 1993 in consideration of the Companies undertaking to carry out in a timely manner certain works of development in the Port Area.

NOW THIS AGREEMENT made in consideration of its premises WITNESSETH as follows —

1. The Companies covenant with the Government that unless prevented from so doing by Act of God, insurrection, riot, civil commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may reasonably be considered to be beyond the control of the Companies they shall jointly and severally carry out or cause to be carried out on their behalf in an efficient diligent and timely manner the several works and undertakings set out in the Schedule.

2. That for a period of twenty-two (22) years from the 4th day of August, 1993 no real property taxes or rates and no real property levies (whether capital or periodic) of any kind shall be levied, charged or collected by the Government within the Port Area or upon or against any land, building or structure within the Port Area.

3. (1) It is hereby mutually agreed that if the Companies shall fail to carry out and complete any of the works or undertakings on their part contained in the Schedule pursuant to their covenant under clause 1 the exemption granted under clause 26 shall cease unless the Government and the Companies otherwise in writing agree.

(2) Where no date is specified in the Schedule for the carrying out of a work or undertaking the Government shall give notice in writing to the Companies requiring them to remedy their neglect within 30 days and where the Government is satisfied that the neglect persists after the expiration of the period the Government shall by further notice specify the continued neglect and thereupon as from the date of that further notice the exemption conferred by clause 2 shall cease.

4. For the purposes of this Agreement "Port Area" has the same meaning as that given to the expression for the purposes of the Agreements set out in Chapters 261 and 262 of the 2000 Statute Laws of The Bahamas.

5. This Agreement shall be construed and interpreted according to the Laws of The Bahamas.

SCHEDULE (Clause 1)

WORKS AND UNDERTAKING

1. Build and complete with appropriate landscaping at a minimum cost of two million dollars a centre for the administration of justice comprising facilities for the accommodation of the sittings of the Supreme Court and Magistrates Court.
2. Contribute by way of two equal instalments the first to be made by the 15th February, 1994 and the other by 1st August, 1994 the sum of seven million dollars towards the construction of facilities for two high schools to be built by the Government on mutually agreed sites in the Port Area that are to be donated by the Companies.
3. Make an annual payment to the Treasurer for the purpose of defraying the administrative expenses incurred by the Government in the Port Area of the sum of Five hundred thousand dollars for a period of five years and to carry out with the Government a review in the fifth year of this undertaking.
4. Fund the construction and completion, in the Port Area by 1996 of a children's library and thereafter to maintain the facility in a reasonable manner.
5. Fund the construction and establishment by 1995 of an arts and crafts teaching centre and thereafter undertake the maintenance of the centre in the Port Area.
6. Construct a modern multi-purpose sports track and field facility, including a regulated athletic track, on land in the Port Area by 1996.
7. Construct within ninety (90) days of the signing of this Agreement a fruit, vegetables and fish vendors' complex on the grounds of the existing produce exchange cost of which to be equally borne between the Government and the Companies.
8. Assume by the end of the year 1996 the responsibility for and the upgrading of the existing potable water distribution system to Eight Mile Rock and to the western settlements of Grand Bahama.
9. Promote home porting and container port facility at Freeport Harbour.
10. Construct or cause to be constructed beachfront cottages to promote second home investment in the Port Area.
11. Assist in the creation of local Government in Grand Bahama.
12. Donate land within the Port Area for a new and adequate hospital in Grand Bahama.

13. Promote the development of an International University.
14. Carry out measures that are necessary to address erosion of public beaches in Grand Bahama.
15. Conduct a feasibility study to determine water allocation for development purposes in the Port Area.
16. Introduce additional environmental frameworks for development.
17. Update the Master Land Use plan for the Port Area.
18. Establish an organization to promote Grand Bahama internationally.
19. Upgrade Freeport into a garden city in keeping with the Government's "Beautiful Bahamas Programme".
20. Assume responsibility for the maintenance and upkeep of Queens Highway in the Port Area that is from the High Rock Settlement to Eight Mile Rock.
21. Donate adequate land for a Police Headquarters in the Port Area.

FREEPORT BYE-LAWS IN COMPLIANCE WITH CLAUSE 3(1) OF HAWKSBILL CREEK AGREEMENT

Chapter 261 of Statute Law of The Bahamas

CHAPTER 29

FREEPORT BYE-LAWS

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Interpretation.
3. Bye-laws for the enforcement of the Building and Sanitary Codes.
4. Conservation of water in the Port Area.
5. Bye-laws for preventing the pollution, waste, misuse or contamination of water.
6. Injury to installations or meters belonging to the Port Authority or licensee.
7. Recovery of charges.
8. Control of harbour and waterways.
9. Medical Officer of Port Authority to have powers under the Quarantine Act.
10. Removal of house or trade refuse.
11. Accumulation of rubbish.
12. Control of advertisements.
13. Safety of machinery, etc.
14. Where a local improvement association fails to perform its functions.
15. Remuneration of the Government Medical Officer of Health.
16. Professional qualifications for medical and dental practitioners unaffected.
17. Penalties.
18. Saving for existing agreements.

CHAPTER 29

FREEPORT BYE-LAWS

An Act to provide for the making and enforcement of bye-laws for the purpose of maintaining proper standards of building construction, sanitation and hygiene within the area of the Island of Grand Bahama known as the port area and for other purposes connected with the orderly development of the said area.

49 of 1965
E.L.A.O., 1974
5 of 1987

[Commencement 11th September, 1965]

Short title.

1. This Act may be cited as the Freeport Bye-laws Act.

Interpretation.

2. In this Act, unless the context otherwise requires —

"Building Code" means a compendium of rules and specifications designed to regulate the construction, exterior design and decoration, use, maintenance or repair of buildings; the space about buildings; the lighting and ventilation of buildings; the dimensions of rooms intended for use in trade, business or manufacture or for human use or habitation; the height and density of buildings; the lay-out of subdivisions; the construction, maintenance and repair of roads of access to buildings; and any matters ancillary to the foregoing;

"the Government Agreement" means the Agreement contained in the Schedule to the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) Act as amended by the Agreement contained in the Schedule to the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) (Amendment of Agreement) Act and by the Agreement contained in the Schedule to the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) (Amendment of Agreement) (No. 2) Act;

Ch. 261.

Ch. 262.

Ch. 263.

"licensee" means a person licensed by the Port Authority under the provisions of Clause 2(1)(e) of the Government Agreement;

"owner" means the person for the time being receiving the rent of premises in connection with which the word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if those premises were let at a rental;

"the Port Area" has the same meaning as in the Government Agreement;

"the Port Authority" means The Grand Bahama Port Authority, Limited, a company incorporated under the laws of The Bahamas;

"Sanitary Code" means a compendium of rules and specifications designed to regulate the installation, use, maintenance and repair of works and water and other fittings for or connected with water supplies, sanitary appliances, drainage and sewerage;

"water fittings" includes pipes (other than mains) taps, cocks, valves, ferrules, meters, cisterns, baths, water closets, soil pans and other similar apparatus used in connection with the supply and use of water.

Bye-laws for the enforcement of the Building and Sanitary Codes. *E.L.A.O., 1974.*

3. (1) Where in pursuance of the provisions of the Government Agreement the Port Authority have prescribed standards to be observed in the Port Area by means of a Building Code or a Sanitary Code or a combined Building Code and Sanitary Code, the Port Authority may, with the approval of the Minister responsible for Public Health and the Minister responsible for Public Works make bye-laws for the due enforcement of such Codes.

(2) Without prejudice to the generality of the foregoing such bye-laws may include provisions as to the deposit of plans (including sections, specifications, estimates, and written particulars), the approval or rejection of such plans by the Port Authority, the inspection and testing of work, appliances, drains, sewers, sewage disposal systems, wells, water-fittings and the like, the taking of samples of materials to be used in the construction of buildings or in the erection of any other works and the steps that may be taken by the Port Authority where any person, work or building contravenes any provision of the Building or Sanitary Codes.

(3) Any bye-laws under this section may be made with respect to alterations or extensions of existing buildings or works and where any material change takes lace in the purpose for which any existing building or part of a building is or is not to be used.

Conservation of water in the Port Area.

4. (1) No person shall begin within the Port Area —

(a) to construct any well, borehole or other work for the purpose of abstracting underground water; or

(b) to extend any existing well, borehole or other work for the purpose of abstracting additional quantities of underground water,

unless he has obtained permission from the Port Authority to do so.

5 of 1987, s. 2.

(2) Any person who contravenes the provisions of subsection (1) or who abstracts any underground water from any well, borehole or other work which has been constructed or extended in contravention of subsection (1) shall be guilty of an offence and liable on summary conviction to a fine not exceeding four hundred dollars and the court may on conviction order that the well, borehole or other work shall be effectively sealed or may make such other order as appears to the court to be necessary to prevent waste of water.

Bye-laws for preventing the pollution, waste, misuse or contamination of water.
E.L.A.O., 1974.

5. (1) The Port Authority with the approval of the Minister responsible for Public Health and the Minister responsible for Public Works may make bye-laws for the protection from pollution of underground water and for preventing waste, undue consumption, misuse or contamination of water supplied by the Port Authority or a licensee empowered to supply water to the public, or of water obtained from wells or boreholes with the permission of the Port Authority under section 4 of this Act.

(2) Without prejudice to the generality of the foregoing, bye-laws under this section may include provisions —

(a) prescribing the size, nature, materials, strength and workmanship and the mode of arrangement, connection, disconnection, alteration and repair of the water fittings to be used; and

(b) forbidding the use of any water fittings which are of such a nature or are so arranged or connected as to cause or permit waste, undue consumption, misuse, erroneous measurement or contamination or pollution of water or reverberation in pipes.

(3) If a person contravenes the provisions of any bye-law made under this section, the Port Authority or a licensee empowered to supply water to the public may, without prejudice to their right to take any other proceedings, cause any water fittings belonging to or used by that person which are not in accordance with the requirements of the bye-law to be altered, repaired or replaced and may recover the expenses reasonably incurred by them in so doing from the person in default summarily as a civil debt.

Injury to installations or meters belonging to the Port Authority or licensee.

6. (1) Any person who —

(a) wilfully, fraudulently or by culpable negligence injures any main, pipe, wire, sewer, drain, water tank or reservoir or any meter, apparatus or fitting belonging to the Port Authority or a licensee or alters the index of any meter used or required for a public utility service or prevents it from registering correctly; or

(b) fraudulently abstracts or uses any water, gas or electricity belonging to the Port Authority or a licensee,

5 of 1987, s. 2.

shall be guilty of an offence and on summary conviction liable to a fine not exceeding four hundred dollars and in addition may be ordered to pay to the Port Authority or such licensee such sum as the court may deem fit by way of compensation.

(2) For the purposes of this section, if it is proved that a consumer altered the index of any meter, it shall rest on him to prove that he did not alter it fraudulently and the existence of artificial means under the control of the consumer, for preventing a meter from registering correctly or for enabling him fraudulently to abstract or use water, gas or electricity shall be evidence that he has fraudulently prevented the meter from registering correctly or, as the case may be, has fraudulently abstracted or used water, gas or electricity.

(3) For the purposes of this section, a "public utility service" means a telephone service or the supply of water, gas or electricity to members of the public in the Port Area, and a "licensee" means a licensee empowered to provide a public utility service.

Recovery of charges.

7. If it be shown to the satisfaction of a magistrate on sworn information in writing that a person is quitting or is about to quit premises to which there is a telephone service or to which water, gas or electricity is supplied by the Port Authority or any licensee thereof and has failed to pay on demand any charge for such service or for water, gas or electricity payable by and due from him in respect of those premises and intends to evade payment thereof by departing from the premises, the magistrate may, in addition to issuing a summons for non-payment of the sum due, issue a warrant under his hand authorizing the person named therein forthwith to enter the premises and seize sufficient goods and chattels of the defaulter to meet the claim of the Port Authority or licensee and to detain them until the complaint is determined upon the return of the summons.

Control of harbour and waterways. *E.L.A.O., 1974.*

8. (1) Subject to the approval of the Minister responsible for Maritime Affairs, the Port Authority may make bye-laws for the proper conduct (including the proper disposal of sewage, garbage, and all kinds of refuse), use or protection of the deep water harbour in the Port Area or of any off-shore anchorage in the Port Area or of any marina or inland waterway within the Port Area or extending from the Port Area into the sea, or for the control and protection of any person or vessel therein or seeking to enter therein or leave therefrom.

(2) It is hereby declared that any inland waterway (whether tidal or not) constructed (whether before or after the coming into operation of this Act) within the Port Area by the Port Authority or a licensee shall be deemed to be a private waterway and the public shall not be capable of acquiring any rights of public navigation therein by user or by custom.

Medical Officer of Port Authority to have powers under the Quarantine Act. *E.L.A.O., 1974.*

9. The Minister responsible for Public Health may, by writing under his hand and seal, authorize (and by any like instrument at any time revoke such authority) any duly registered medical practitioner named therein (such medical practitioner to be in the employment of the Port Authority or any licensee if no such medical practitioner in the employment of the Government is available) to have and to exercise, in relation to vessels arriving at or leaving any port of entry within the Port Area, all the powers of a district medical officer under the Quarantine Act, or any Act amending or replacing the same.

Ch. 237.

Removal of house or trade refuse. *E.L.A.O., 1974.*

10. (1) Subject to the approval of the Minister responsible for Public Health, the Port Authority may from time to time make bye-laws in respect of any area of the Port Area wherein they or a licensee undertake the removal of house or trade refuse, for the purpose of —

(a) imposing duties on occupiers of premises to facilitate the work which the Port Authority or a licensee may have undertaken;

(b) regulating the use of dustbins or other receptacles;

(c) prohibiting the removal of house or trade refuse by any other person;

(d) prescribing a scale of charges for the work undertaken.

(2) House or trade refuse removed from premises in pursuance of this section shall become the property of the Port Authority or licensee, as the case may be, and may be sold or otherwise disposed of by the Port Authority or such licensee.

(3) The provisions of this section and any bye-law made thereunder shall have effect, as regards any vessel lying in the deep water harbour in the Port Area or in any marina or inland waterway within the Port Area or extending from the Port Area into the sea, as if such vessel were premises within the meaning of this section.

Accumulation of rubbish.

11. (1) If it appears to the Port Authority that there is on any vacant site in the Port Area an accumulation of rubbish which is seriously detrimental to the amenities of the neighbourhood, the Port Authority may serve notice on the owner or occupier of the site to remove the rubbish within twenty-eight days from the service of the notice.

(2) Any owner or occupier who fails to comply with the requirements of a notice under subsection (1) shall be guilty of an offence and on summary conviction shall be liable to a fine not exceeding two hundred dollars and, without prejudice to their right to institute any other proceedings, the Port Authority may remove or cause to be removed any such rubbish and may recover any reasonable expenses incurred in so doing summarily as a civil debt from the owner or occupier in default. *5 of 1987, s. 2.*

(3) For the purposes of this section, "rubbish" means rubble, waste paper, crockery, metal, broken, disused or abandoned vehicles and any other kind of refuse whatsoever but does not include any material accumulated for, or in the course of, any business by a duly authorized licensee.

Control of advertisements. *E.L.A.O., 1974.*

12. (1) With approval of the Minister responsible for Public Works, the Port Authority may make bye-laws restricting or regulating the erection and display of advertisements within the Port Area.

(2) For the purposes of this section, "advertisement" means any writing, model, sign, placard, notice, device or representation, whether illuminated or not, in the nature of and employed, wholly or in part, for the purpose of advertisement, announcement or direction and includes any hoarding or similar structure for the display of advertisements.

Safety of machinery, etc. *E.L.A.O., 1974.*

13. With the approval of the Minister responsible for Public Works, the Port Authority may make bye-laws requiring steps to be taken to ensure that machinery in motion or in use in the Port Area is rendered safe and prescribing measures to be taken to reduce risks arising from fire or storm and providing for means of escape from factories and workshops in case of fire or severe storm.

Where a local improvement assocation fails to perform its functions. Ch. 258.

14. (1) Where the Port Authority are of the opinion that in a subdivision a local improvement association which has been established under the Subdivisions (Local Improvement Associations) Act has neglected or failed satisfactorily to perform its functions, the Port Authority may serve a notice on such Association of their intention to make an application to the Supreme Court for an order under this section.

(2) Where on the application of the Port Authority under this section the Supreme Court is satisfied that the Association in respect of which the application is made has neglected or has failed satisfactorily to perform its functions, the Court shall make an order authorizing the Port Authority to perform the functions of that Association within the subdivision for which it is established and may give such further directions and make such further orders for the purpose of giving effect thereto as to the Court shall seem fit.

(3) Where the Court makes an order under subsection (2) of this section, the Court may also if it sees fit make an order for the compulsory winding-up of the association.

Ch. 53.

(4) Rules of Court for regulating proceedings under this section may be made under section 75 of the Supreme Court Act.

Ch. 258.

(5) In this section the expression "subdivision" has the same meaning as in the Subdivisions (Local Improvement Associations) Act.

Remuneration of the Government Medical Officer of Health.

15. When the Port Authority make any bye-laws under any of the provisions of this Act imposing any duties on the Government Medical Officer of Health, such bye-laws shall provide for and prescribe the amount of the fee or charge to be paid to such Government Medical Officer of Health for the service rendered.

Professional qualifications for medical and dental practitioners unaffected.

16. Nothing in this Act shall be deemed to derogate from any provision in any Act establishing minimum professional qualifications for medical and dental practitioners within The Bahamas including the Port Area.

Penalties.

17. Any person who contravenes or fails to comply with any of the provisions of a bye-law made under this Act shall be guilty of an offence and, if no other penalty is provided under this Act, shall be liable on summary conviction to a fine not exceeding two hundred dollars or imprisonment for three months.

5 of 1987, s. 2.

Saving for existing

18. Notwithstanding anything contained in this Act, neither the Building Code nor the Sanitary Code nor any bye-laws made thereunder or under either of them or under this Act shall contain any provision which is in derogation of the terms or conditions of any agreement, covenant, obligation or commitment of the Port Authority entered into before the coming into operation of this Act between the Port Authority and any licensee.

CHAPTER 29

FREEPORT BYE-LAWS

FREEPORT (BUILDING CODE AND SANITARY CODE) BYE-LAWS

S.I. 61/1967
S.I. 39/1986
S.I. 51/1996

(SECTION 3)

[Commencement 9th November, 1967]

Title.

1. These Bye-laws may be cited as the Freeport (Building Code and Sanitary Code) Bye-laws.

Interpretation.

2. In these Bye-laws, unless the context otherwise requires —

"the Act" means the Freeport Bye-laws Act;

"the Authority" means the Port Authority;

"bye-law" means a bye-law made and approved in accordance with the provisions of the Act;

"the Code" means the combined Building Code and Sanitary Code referred to in bye-law 3 hereof as amended from time to time;

"prescribed" means prescribed by the Code.

Declaration and identification of the Code.

3. In compliance with the requirements of Clause 3(1) and (2) of the Agreement made between the Port Authority and the Governor of the Bahama Islands on the First day of March, A.D., 1966 and now of record in the Registry of Records of The Bahamas in Volume 963 at pages 219 to 268, the Port Authority hereby declares that the combined Building Code and Sanitary Code (a copy of which, authenticated by the Common Seal of the Grand Bahama Port Authority, Limited has been deposited for inspection and safe custody at the office of the Commissioner of the Freeport District of the Grand Bahama Island) is and continues to be applicable to the Port Area.

Future amendment of the Code.

4. It shall be lawful for the Authority in pursuance of Clause 3(1) of the said Agreement between the Port Authority and the Governor made on the First day of

March, 1966, to promulgate amendments for the purpose of revising the Code from time to time in the light of technical developments and the changing needs of the community in the Port Area but no such amendment shall come into force unless and until the terms thereof are set out in a bye-law made by the Port Authority under the provisions of section 3 of the Act, with the approval of the Minister for Health and the Minister for Works.

Availability of the Code to the public.

5. It shall be the duty of the Authority to cause the Code to be printed (including such amendments as may be promulgated by bye-law from time to time) and to be made available at the Authority's offices in the Port Area for purchase by members of the public at a price which shall be fixed by the Authority from time to time not exceeding twenty-five dollars per copy.

Interpretation of terms in the Code.

6. Any reference in the Code to "the Grand Bahama Development Company Limited", "the Development Company", "the Development Agent", "designated agent", "the Agent" or "the Building Director" shall be read and construed in each case as a reference to the "Port Authority".

Obligation to submit plans.

7. No person shall within the Port Area —

(a) lay out any new road or new subdivision or publish any development plan for any area; or

(b) construct or commence to construct any building or other structure; or

(c) construct or commence to construct any drainage or sewage works; or

(d) construct or commence to construct any water supply installation; or

(e) improve, alter, or add to any development plan, installation, building or structure; or

(f) carry out or commence to carry out any other work requiring the approval of the Authority under the Code,

without the prior approval of the Authority granted in pursuance of the provisions of the Code.

Passing or rejection of plans.

8. (1) Where in accordance with the provisions of the Code and these Bye-laws the plans for any proposed work are deposited with the Authority, the Authority shall pass the plans unless they are defective or show that the

proposed work would contravene any of the provisions of the Code or any bye-law for the time being in force and if the plans are defective or show that the proposed work would contravene the provisions of the Code or any such bye-law, the Authority shall reject the plans unless they shall determine to relax any such provision or to dispense with compliance therewith.

(2) The Authority shall within forty-five days from the deposit of any plans give notice in writing to the person by whom or on whose behalf they were deposited whether or not the plans are passed. In the case of rejection such notice shall specify the defect on account of which or the provision of the Code or any bye-law for the non-conformity of which the plans have been rejected.

(3) Where any plans are rejected by the Port Authority under the provisions of this bye-law, the applicant may within thirty days of being notified of the Port Authority's decision, lodge an appeal with the Minister for Health and the Minister for Works who, after taking into consideration any written submission of the parties, shall determine the matter.

Power to require removal or alteration of work not in conformity with the Code etc.

9. (1) If any work to which the provisions of the Code or any bye-law for the time being in force are applicable, contravenes such provision, the Authority (without prejudice to their right to take any other lawful proceedings) may by notice in writing require the owner either to pull down or remove the work or, if he so elects, to effect such alterations therein as may be necessary to make the work comply with the said provisions.

(2) The person to whom notice has been given under the provisions of paragraph (1) of this bye-law shall comply with such notice within thirty days or such longer period as a magistrate may fix on such person's application. In default of due compliance with such notice the Port Authority may apply to the magistrate for an order authorising the Authority to pull down, remove or alter the work, as the case may be, and thereupon the Authority may do what is necessary to comply with such order and may recover summarily as a civil debt the expenses reasonably incurred in so doing from the person in default.

(3) The powers conferred upon the Authority by paragraph (2) of this bye-law shall not be exercisable after the expiration of twelve months from the date of completion of the work in question.

Failure to permit mandatory inspections, etc.

10. Any person who, having obtained the approval of the Port Authority for the plans of any proposed work, proceeds to carry out such work and —

(a) fails to give notice to the Authority requiring them to carry out any prescribed mandatory inspection during the progress of the work; or

(b) commences to execute a further stage of the work before any prescribed mandatory inspection of an earlier stage of the work has taken place and has been passed by the Authority in the prescribed manner; or

(c) occupies any new building or structure or any newly constructed or altered part of an existing building or structure without having first obtained such certificate of occupancy in relation thereto as is prescribed,

shall be guilty of an offence against these Bye-laws.

Dangerous dilapidated or incomplete buildings or structures. *S.I. 39/1986.*

11. (1) Where it appears to the Authority that any building or structure or part of a building or structure within the Port Area —

(a) is in such a condition or is used to carry such loads as to be dangerous, the Authority may —

(i) where the danger arises from the condition of the building or structure, serve a notice on the owner thereof requiring him to execute such work as may be necessary to obviate the danger or, to demolish the building or structure, or any dangerous part thereof, and remove any rubbish resulting from the demolition within a reasonable time to be specified in the notice;

(ii) where the danger arises from overloading of the building or structure, serve a notice on the owner restricting the use thereof until all necessary work to obviate the danger has been executed to its satisfaction; or

(b) is by reason of its ruinous, dilapidated or incomplete condition, seriously detrimental to the amenities of the neighbourhood, the Authority may —

(i) serve notice on the owner requiring him to execute such works of repair and/or restoration and/or improvement and/or completion as may be necessary for remedying the cause of complaint within a reasonable time to be specified in the notice; or

(ii) serve notice on the owner requiring him to demolish the building or structure or any part thereof and to remove any rubbish or debris resulting from such demolition within a reasonable time to be specified in the notice if in the opinion of the Authority the state and condition of the building or structure is such that the cause of complaint cannot be remedied otherwise than by such demolition.

(2) Any notice under the provisions of paragraph (1) of this bye-law shall be served upon the owner of the building or structure affected thereby in accordance with bye-law 14.

(3) If any person on whom a notice under paragraph (1) of this bye-law is served by the Authority for the execution of works, or the demolition of a building or structure or of any part of a building or structure, and the removal of any rubbish resulting from the demolition fails to comply with the notice within the time specified therein, the Authority may take such steps as may be necessary to remedy the cause of complaint in such manner and within such time as it thinks fit and may recover the expenses reasonably incurred by it in so doing from the person in default, and without prejudice to the right of the Authority to exercise those powers such person shall be guilty of an offence under these Bye-laws.

(4) If the Authority is satisfied that any building or structure or part of a building or structure, is in such a condition, or is used to carry such loads, as to be dangerous and that immediate action should be taken for the protection of any persons whose safety may be imperilled thereby, the Authority may shore up or fence off the building or structure, and may recover as a civil debt the expenses of any action reasonably taken by it under this paragraph from the owner of the building or structure.

Dangerous dilapidated or incomplete retaining walls. *S.I. 51/1996.*

12. (1) Where it appears to the Authority that any seawall, bulkhead, groin or other retaining wall along an ocean front, bay, creek, canal, lake or waterway within the Port Area —

(a) is by reason of its cracked, broken, damaged or eroded condition a danger to the public or to the land appurtenant thereto or to any adjoining or neighboring land; or

(b) is by reason of its unsightly, ruinous, dilapidated or incomplete condition; seriously detrimental to the amenities of the neighborhood,

the Authority may serve notice on the owner of the seawall, bulkhead, groin or other retaining wall requiring that owner to execute such works of repair, restoration, improvement, or completion as may be necessary for remedying the cause of complaint within such reasonable time as may be specified in the notice.

(2) The provisions of paragraphs (2), (3) and (4) of bye-law 11 shall, with the necessary changes, apply in respect of any seawall, bulkhead, groin or other retaining wall in like manner as they apply in respect of any building or structure referred to in those paragraphs.

Special emergency powers. *S.I. 39/1986.*

13. (1) If, at any time, it appears to the Authority that any building or structure, or part of a building or structure, is, due to the occurrence of flood, fire, hurricane or any other disaster (whether caused by God or man), in such a condition as to be dangerous to persons or property in its vicinity, and is beyond repair, and that such danger cannot be effectively obviated by the exercise by it of any of the powers conferred upon the Authority by Bye-law 11, it may cause the building or structure or part of the building or structure to be demolished and may recover as a civil debt the expenses incurred in so doing:

Provided that before so demolishing any building, all articles or things within the building or its curtilage, which, in the opinion of the person charged by the Authority with such demolition, appear to be of value and to be capable of being removed without endangering the safety of any person, shall be removed and stored by the Authority until claimed by the owner, or for a period of twelve months, whichever may be the less:

and provided further that any measure taken in furtherance of the execution of the powers conferred upon the Authority by this Bye-law shall be such as to cause as little damage as is reasonably practicable in the circumstances.

(2) Any expenses incurred by the Authority in the exercise of its powers under this Bye-law may be recoverable from the owner of the building or structure as a civil debt:

Provided that where any articles or things removed from any building or its curtilage in accordance with this bye-law have remained unclaimed by the owner for a period exceeding twelve months, the same may be sold and the proceeds of sale applied to the discharge of any such expenses not paid by the owner and any balance remaining thereafter shall be held in escrow by the Authority for the benefit of the owner.

Service of notices etc.
S.I. 39/1986.

14. Any notice, order or other document which is required or authorised by or under these Bye-laws or the Building Code to be given to or served upon any person may be given or served —

(a) by delivering it to that person; or

(b) by leaving it or sending it in a prepaid registered letter addressed to him at his usual or last known residence;

(c) in the case of an incorporated company or body, by delivering it to their secretary or clerk at their registered or principal office or by sending it in a prepaid registered letter addressed to him at that office;

(d) in the case of any notice, order or other document which is to be given or served on the owner of any premises, if it is impossible or is not practicable after reasonable inquiry to ascertain the name and address of the person to or on whom it should be given or served, or if the premises are unoccupied, by addressing it to "the owner" of the premises (naming them) to which it relates and delivering it to some person on the premises, or, if there is no person on the premises to whom it can be delivered, by affixing it, or a copy of it, to some conspicuous part of the premises".

Offences.

15. Any person who contravenes or fails to comply with any of the provisions of these Bye-laws shall be guilty of an offence against the Act and shall be liable on summary conviction to a fine not exceeding one hundred and forty Bahamian dollars (B$140.00) or imprisonment for a period not exceeding three months.

Proof of Code.

16. The production of a printed copy of the Code upon which is indorsed a certificate purporting to be signed and dated by the Secretary of the Grand Bahama Port Authority, Limited stating —

(a) that the Code was made by the Port Authority in pursuance of Clause 3(1) and (2) of the Agreement with the Government dated the first day of March, 1966, and that amendments made subsequent to the coming into operation of these Bye-laws were made with the approval of the Minister of Health and the Minister of Works;

(b) that the said copy is a true copy of the Code with all subsequent amendments in force on the day specified; and

(c) that copies of such Code as amended were available for purchase by members of the public in the Port Area at a price not exceeding twenty-five dollars,

shall be *prima facie* evidence of the facts stated in such certificate without proof of the handwriting or official position of the person purporting to sign such certificate in pursuance of this bye-law.

FREEPORT (WATER PRESERVATION) BYE-LAWS *S.I. 54/1967*

(SECTION 5)

[Commencement 5th October, 1967]

Title.

1. These Bye-laws may be cited as the Freeport (Water Preservation) Bye-laws.

Interpretation.

2. In these Bye-laws, unless the context otherwise requires —

"the Act" means the Freeport Bye-laws Act;

"authorised supplier" means the Company and any person who is authorised to provide a public water supply within any specified area of the Port Area by virtue of —

(a) any grant of land made by the Port Authority or the Grand Bahama Development Company Limited; or

(b) any permit issued by the Company under the provisions of bye-law 8 hereof;

"the Company" means the Grand Bahama Utility Company Limited being a licensee of the Port Authority empowered to supply water to the public in the Port Area;

"health officer" means any member of the Health Department authorised by the Minister for Health to act as a health officer and includes a commissioner so authorised;

"installation" includes any well, pipe, reservoir, pump, purifying plant, or any machinery or buildings required or used in connection with a public water supply;

"private water supply" means the supply of water which with the prior permission of the Port Authority under section 4(1) of the Act is obtained from a well or wells serving premises designed and used only for residential purposes by a single family;

"public water supply" means any supply of water which is not a private water supply;

"waste water" means liquid (including sewage) other than natural surface water or water that is fit for domestic purposes.

PART I
WELLS AND PERMITS

Application for well permits.

3. Any person (not being an authorised supplier) who wishes to obtain permission under the provisions of section 4(1) of the Act for the purpose of abstracting underground water or additional quantities thereof shall make application in writing to the Company on a printed form to be obtained from the offices of the said Company and shall supply the information prescribed in the said form.

Grant of well permits.

4. (1) Where in the exercise of its discretion the Port Authority decides to grant permission under the provisions of section 4(1) of the Act the Company shall convey such permission in writing by the issue to the applicant of a document to be known as a "well permit" which shall be signed on behalf of the Port Authority by a duly authorised officer of the Company.

(2) Every well permit shall be valid for such period from the date of issue thereof as may be specified therein (not being a period exceeding five years) and shall be subject to such conditions respecting the mode of construction and method of maintenance of the well as may be stated in the permit.

(3) Any well permit granted in pursuance of the provisions of this bye-law may be extended from time to time by endorsement thereon for such periods as may be specified not exceeding five years and shall be subject to the same or such other conditions as may be stated therein.

(4) Where the Port Authority refuses to issue a permit under the provisions of this bye-law, the applicant may within thirty days of receiving a notification to that effect, appeal against such refusal to the Stipendiary and Circuit Magistrate.

Limitation on the grant of well permits.

5. No well permit shall be issued for the construction or enlargement of any well —

(a) to any person for a private water supply in any area where a public water supply is available; or

(b) of greater depth than fifteen feet below sea level datum.

Revocation of well permits.

6. (1) Where any well permit is granted subject to any conditions stated therein, any breach of any such condition shall render the permit invalid.

(2) Where any well permit is granted to any person for the purposes of a private water supply, such permit shall cease to be valid upon such date as a public water supply becomes available within the area to which such well permit relates.

Sealing of wells, etc.

7. Where any well is abandoned or the well permit relating to such well ceases for any reason to be valid, the owner of the land upon which such well as situated shall forthwith cause the well to be plugged and sealed in such manner as to close the same effectively for the purposes of preventing pollution of the subsoil water.

PART II
PUBLIC SUPPLIES OF WATER

Permit to provide public water supplies.

8. (1) Where any person not being otherwise empowered to provide a public water supply wishes to obtain a permit from the Company as an authorised supplier within any area of the Port Area, he shall make application to the Company on a printed form to be obtained from the offices of the said Company and shall supply the information prescribed in the said form.

(2) Where in the exercise of its discretion the Company decides to grant such application the Company shall issue to the applicant a permit authorising him to provide a public water supply within such area of the Port Area as may be specified therein and subject to such conditions as may be stated in the permit.

(3) Where the Company refuses to issue a permit under the provisions of this bye-law, the applicant may within thirty days of receiving a notification to that effect, appeal against such refusal to the Stipendiary and Circuit Magistrate.

(4) No person other than an authorised supplier shall provide a public supply of water within the Port Area.

Control over authorised suppliers.

9. (1) Before commencing the construction of a public water supply or any extension or modification thereof an authorised supplier shall submit to the Company detailed plans of the proposed installation, or any proposed

extension or modification of an existing installation. Such plans shall be designed by a person whom the Port Authority shall deem to be qualified having regard to the nature of such installation and shall conform with such requirements as to standards of practice and materials to be used as may be determined by the Port Authority.

(2) No authorised supplier shall construct an installation for a public water supply or any extension or modification thereof unless and until the detailed plans therefor have been approved in writing by the Port Authority.

(3) An authorised supplier shall not commence to provide a public supply of water until his installation (or any extension or modification thereof as the case may be) has been examined and approved by the Company as being in conformity with the approved detailed plans therefor.

(4) Any applicant who is aggrieved by a decision of the Port Authority or of the Company in respect of any of the matters referred to in paragraphs (1), (2) or (3) of this bye-law may, within thirty days of being notified of that decision, lodge an appeal with the Minister for Works who, after taking into consideration any written submissions of the parties, shall determine the matter.

(5) The plans for any proposed installation or any proposed extension or modification of a public water supply shall include details of the proposed location, design and construction of any well, bore-hole or other work intended to be used for the purpose of extracting underground water or additional quantities thereof and upon any such plan being approved under the provisions of paragraph (2) of this bye-law, the authorised supplier shall be deemed to have obtained the permission of the Port Authority for such well, bore-hole or other work in compliance with section 4(1) of the Act.

(6) The requirements of this bye-law shall not apply to any installation or any extension or modification thereof which was constructed or was in course of construction on the data that these Bye-laws came into operation.

Provision of personnel

10. (1) Where in any case the Company deems it necessary in the public interest to do so, the Company shall by notice in writing require any authorised supplier to employ sufficient responsible personnel for the proper operation and supervision of his installation and he shall

satisfy the Company that at least one of the persons so employed has had previous experience in the operation and supervision of such an installation.

(2) No person who is suffering from typhoid fever, paratyphoid or any other salmonella infection or dysentery or who knows himself to be a carrier of any such disease shall in any manner engage in the operation of any installation which supplies domestic water to members of the public.

Proper maintenance of installation.

11. It shall be the duty of every authorised supplier to maintain his installation free from pollution and in good working order and to permit any health officer or duly authorised officer of the Company to inspect such installation or any specified part thereof at any time after due notice in writing shall have been served upon him.

General duty of authorised suppliers.

12. (1) It shall be the duty of an authorised supplier to exercise all reasonable care and skill to ensure that any water supplied by him for domestic purposes is wholesome according to the relevant provisions of the International Standards for Drinking Water for the time being prescribed by the World Health Organisation.

(2) It shall be the duty of an authorised supplier to notify a health officer and the Company and to warn consumers without delay should he have any reason to apprehend that any such water has developed any properties which may be potentially dangerous to health.

Periodical sampling.

13. (1) It shall be the duty of any authorised supplier at such periodical intervals as shall be determined by the Company, to submit for analysis and report (at the expense of the authorised supplier) to such independent authority as the Company may specify samples of water supplied by such supplier to consumers for domestic purposes. The report of any such analysis shall be transmitted to the Company as soon as it becomes available.

(2) Where any health officer has reasonable cause to suspect that any water supplied by an authorised supplier to consumers for domestic purposes may have become polluted, he shall have the right to obtain and take away samples of such water and to cause the same to be analysed. Any person who wilfully obstructs a health officer exercising his right to obtain and take away samples by virtue of this paragraph of this Bye-law shall be guilty of an offence.

PART III
FURTHER PROVISIONS TO PREVENT WASTE OR POLLUTION

Conservation of underground water.

14. No person shall wilfully or negligently —

(a) cause or allow any underground water to run to waste from any well, bore-hole or other work except for the purpose of testing the extent or quality of the supply or of cleaning, sterilising, examining or repairing the well, bore-hole or other work; or

(b) abstract from any well, bore-hole or other work water in excess of his reasonable requirements:

Provided that no person shall be entitled to abstract in any period of twenty-four hours from all such wells, bore-holes or other works for which he holds a valid permit or permits more than eight hundred and fifty imperial gallons of water in the aggregate for every acre of land in the Port Area of which he is the owner or occupier, or where he owns or is the occupier of less than one acre, such lesser quantity of water as represents the same proportion of eight hundred and fifty imperial gallons as the area he owns or occupies bears to one acre.

Waste of water by householders.

15. If the owner or occupier of any premises wilfully or negligently causes or suffers any water fitting which he is liable to maintain —

(a) to be or to remain so out of order or so in need of repair; or

(b) to be or remain so constructed or adapted or to be so used, that the water supply to those premises is or is likely to be wasted, misused or unduly consumed or polluted before use, he shall be guilty of an offence.

Power to prohibit or restrict temporarily use of water.

16. (1) If the Company is of the opinion that a serious deficiency of water available for distribution in any part of the Port Area exists or is threatened, the Company may for such period as it thinks necessary prohibit or restrict the use of water for any purpose or purposes specified by the Company.

(2) The Company shall before the prohibition or restriction comes into force give public notice in a

newspaper circulating within the Port Area of the nature or extent of the prohibition or restriction imposed and of the date when it will come into force.

(3) Any person who whilst the prohibition or restriction is in force, does any act which contravenes any of its provisions shall in respect of each such act be guilty of an offence.

Pollution of water used for human consumption.

17. Any person who by any act or omission causes water from any well which is used or likely to be used for human consumption or for domestic purposes or manufacturing food or drink for human consumption to be polluted or likely to be polluted shall be guilty of an offence.

Interruption of supply due to pollution.

18. (1) Where a health officer or the Company has reasonable cause to believe that water provided by a public or private water supply for domestic purposes is polluted, it shall be lawful for such officer or the Company, as the case may be, by notice in writing served upon the person responsible for such supply to require such person to cease supplying such water to consumers until such steps have been taken as may be prescribed by such notice for the effective sterilisation of the water.

(2) Any person who fails to comply with the requirements of any such notice as is mentioned in paragraph (1) of this bye-law shall be guilty of an offence.

Deposit of noxious matter.

19. No person shall deposit and no occupier of any parcel of land within the Post Area shall permit or suffer the deposit thereon of any human or animal excrement, garbage, offal, refuse, spoilage, effluent, chemical or other offensive or noxious matter whereby any subsoil water would be likely to become polluted.

Disposal of waste water.

20. It shall be the duty of every owner of any parcel of land within the Port Area to ensure that any waste water occurring within such parcel is disposed of either —

(a) through a drainage well which is constructed and maintained in such a manner as may be prescribed by the Freeport Building and Sanitary Code for the time being in force; or

(b) where the Port Authority so approves, into an arm of the sea.

Maintenance of waste water treatment plant.

21. Where within any parcel of land in the Port Area waste water is disposed of by means of a treatment plant, it shall be the duty of the owner of such parcel to ensure that such treatment plant is maintained and operated in accordance with such standards as may be prescribed from time to time by the Port Authority and that any records and tests that may be demanded by the Port Authority are punctually and accurately carried out.

PART IV
GENERAL

Entry upon premises.

22. A health officer or an authorised officer of the Company may during the hours of daylight on producing if required evidence of his authority, enter upon any premises within the Port Area in order to examine if there be any waste or misuse or pollution of water and if after production of his authority he is refused admission to the premises or is obstructed in making his examination, the person refusing him admittance or so obstructing him shall be guilty of an offence.

Offences.

23. Any person who contravenes or fails to comply with any of the provisions of these Bye-laws shall be guilty of an offence against the Act and shall be liable on summary conviction to a fine not exceeding one hundred and forty Bahamian dollars (B$140.00) or imprisonment for a period not exceeding three months.

S.I. 37/1968

FREEPORT (MARINA AND INLAND WATERWAYS) BYE-LAWS

(SECTION 8)

[Commencement 25th April, 1968]

Title.

1. These Bye-laws may be cited as the Freeport (Marina and Inland Waterways) Bye-laws.

Interpretation.

2. In these Bye-laws, unless the context otherwise requires —

"dock master" means any person appointed by the Port Authority or any lessee thereof to be in

charge of any marina constructed and used for the accommodation of vessels in an inland waterway and includes any other person so appointed to act on his behalf;

"the Harbour" means the area for the time being declared by the Governor-General to comprise the private port at Freeport in pursuance of the provisions of paragraphs (16) and (17) of Clause 2 of the Agreement between the Port Authority and the Governor of the Colony dated the 4th day of August, 1955;

"inland waterway" means any area of water in any marina or canal constructed within the Port Area by or under the authority of the Port Authority but does not include any area within the limits of the Harbour;

"master", when used in relation to any vessel, means the person (other than a licensed pilot) having the command or charge of the vessel for the time being;

"Port Authority" means the Grand Bahama Port Authority Limited;

"vessel" means any craft of any kind, however propelled;

"water-ski" includes an aqua plane or similar device and the verb "to water-ski" and its participles shall be construed accordingly.

Observance of signs.

3. The master of a vessel shall comply with any requirement relating to the use of navigation of vessels in an inland waterway which is legibly inscribed on any sign or notice board erected in or near such waterway by or under the authority of the Port Authority.

Rule of the road.

4. In any inland waterway, any vessel going out from any marina or dock shall have the right of way over any incoming vessel and, except as otherwise provided by these Bye-laws or by any navigational requirement prescribed by any sign or notice board erected under the provisions of bye-law 3 hereof, the master of every vessel lying or proceeding in such waterway shall obey the rules prescribed by the Regulations for Preventing Collisions at Sea.

Limitation on speed.

5. The speed of any vessel proceeding in any inland waterway shall be so governed as not to create a wash (sometimes referred to as a "wake") and, except in the case of a vessel lawfully towing a water skier, no vessel shall so proceed at a speed exceeding five knots.

Age limitation for power-driven vessels.

6. No person under the age of seventeen years shall be in charge of or navigate in any inland waterway any power-driven vessel having a rating of over five horse power:

Provided that the provisions of this bye-law shall not apply to a person under the age of seventeen years who is in possession of a valid and subsisting licence as a master of a boat under the provisions of the Boat Registration Act.

Ch. 277.

Compliance with directions of dock master.

7. (1) A dock master in charge of a marina or dock situated in any inland waterway may, subject to any law in force relating to customs, immigration or quarantine, give directions to the master of any vessel entering, leaving or using such marina or dock for —

(a) regulating the time at which and the manner in which such vessel shall moor, unmoor, anchor or move its position; and

(b) any other purpose as the dock master may deem necessary for the proper and orderly administration of the marina or dock or for securing the comfort or safety of persons or vessels lawfully therein.

(2) A master of a vessel shall promptly and efficiently regulate his vessel according to any directions of a dock master given in conformity with paragraph (1) of this bye-law and the master of any vessel who after due notice of such direction shall not forthwith comply with the same and regulate such vessel accordingly shall be guilty of an offence against these Bye-laws.

Restriction on handling of cargoes outside harbour limits.

8. No master of a vessel shall discharge, load or tranship any cargo whilst his vessel is in any inland waterway without first having obtained the permission of the person appointed by the Port Authority to be in charge of the Harbour in addition to any permission which it may be necessary to obtain from the customs or immigration authorities.

Obstructing an inland waterway.

9. (1) Except in case of emergency no person shall anchor any vessel in any position in an inland waterway which is likely to constitute a danger to navigation.

(2) No person shall sink or place in any inland waterway any object which is likely to form an obstruction to navigation.

Discharging oil or refuse, etc. in inland waterways.

10. No person shall deposit, place or discharge into any inland waterway any offal, garbage, cans, dead animal or fish, gaseous liquid, oil, gasolene, calcium carbide, tar, trade waste, untreated sewage or any other refuse or matter which is liable to pollute such waterway or to cause scum to form on its surface, or sediment on its bottom or to create the odour or gases of putrefaction.

Limitation on water skiing.

11. No person may participate in any way in water skiing in or on any inland waterway save in such area or areas thereof as may be designated by signs exhibited by or under the authority of the Port Authority and subject to such conditions as are prescribed by bye-law 12 hereof and any such sign.

Safety measures for water skiing.

12. In an inland waterway where water skiing is permitted, it shall not be lawful for any person to participate in any way in water skiing unless the following conditions are observed —

(a) a person water skiing shall wear an efficient safety flotation device;

(b) there shall be a minimum of two persons of or over the age of seventeen in the towing vessel when towing a water skier; and

(c) water skiing shall not take place during the hours of darkness except for public entertainment purposes when specially permitted by or under the authority of the Port Authority.

Reckless operation of vessels for water skiing prohibited.

13. No person shall navigate a vessel for the purpose of water skiing or manipulate any water ski or any tow rope or other device for affecting or controlling a water skier in any inland waterway —

(a) in wilful or wanton disregard for the safety of any other person or property; or

(b) without due caution and circumspection; or

(c) at a speed or in a manner likely to endanger life or limb, or to damage the property of or injure any person.

Liability of Port Authority.

14. It shall be a condition of any permission for the use of any inland waterway for navigation or water skiing given or impliedly given by the Port Authority or any other person deriving any title or interest in any inland waterway from the Port Authority that no liability shall attach to the Port Authority or such other person by reason only of having given or impliedly given such permission.

Penalty.

15. Any person who contravenes or fails to comply with any provision of these Bye-laws shall be guilty of an offence against the Act and shall be liable on summary conviction to a fine not exceeding one hundred and forty Bahamian dollars (B$140.00) or imprisonment not exceeding three months.

Saving.

16. These Bye-laws shall be without prejudice to the operation of any other laws in force in the Port Area and in particular shall not be deemed to exempt any boat plying, offered or let for hire in any inland waterway or any master thereof from compliance with the requirements of the Boat Registration Act.

S.I. 51/1967
S.I. 87/1976

FREEPORT (REMOVAL OF REFUSE) BYE-LAWS

(SECTION 10)

[Commencement 28th September, 1967]

Title.

1. These Bye-laws may be cited as the Freeport (Removal of Refuse) Bye-laws.

Interpretation.

2. In these Bye-laws, unless the context otherwise requires —

"can" means a movable receptacle for refuse of approximately twenty to thirty gallons capacity;

"the Company" means the Grand Bahama Utility Company Limited (being a licensee of the Port Authority entrusted with the duty of removing refuse in the Port Area and approved for the purpose by the Minister);

"container" means a movable receptacle for refuse of three or six cubic yards capacity designed and fitted for attachment to the rear of a refuse removal truck for the purpose of tipping its contents into such truck;

"garbage" means all kitchen and similar refuse of an animal or vegetable nature which is subject to decay or putrefaction;

"house refuse" means any garbage or trash normally accruing for disposal in or upon residential premises;

"owner" means the person for the time being receiving the rent of the premises in connection with which the word is used, whether on his own account or whether as an agent or a trustee for any other person, or who would so receive the same if such premises were left;

"refuse" means house or trade refuse;

"trade refuse" means any refuse other than house refuse and in particular includes building materials left on a building site, trees, shrubs, plants, bushes, leaves, loose soil and any vegetable refuse arising from gardening or landscaping activities;

"trash" means any waste material of a nature not subject to decay or putrefaction.

Exclusive right of Company to remove refuse.

3. Save as otherwise may be specifically provided in these Bye-laws, no person other than the Company shall remove for disposal any refuse from any premises in the Port Area.

Periodical removal of refuse by the Company.

4. The occupiers of premises in the Port Area shall make such arrangements for the purpose of complying with the provisions of these Bye-laws as will facilitate the removal by the Company —

(a) not less frequently than twice in every week, of house refuse from all occupied residential premises within the Port Area; and

(b) of trade refuse on such occasions or with such frequency as may be mutually agreed between the Company and the occupier of any trade premises.

Obligation of occupiers of single family unit buildings.

5. (1) The occupier of any residential building comprising a single family unit shall provide or cause to be provided a can or cans fitted with a suitable close-fitting cover or covers of a pattern approved by the Company in which shall be placed and kept all house refuse which has

accumulated in or upon such premises since the preceding removal thereof by the Company.

(2) On each day specified by the Company for the removal of house refuse in any part of the Port Area, the occupier of every single family unit building in such part shall at or before such hour of such day as the Company shall fix and notify (by public announcement or by written notice served upon the occupier of the building) place or caused to be placed the can or cans containing any house refuse in such conveniently accessible position upon or adjacent to such building as may be required by the Company for the purposes of collection thereof.

(3) The provisions of this bye-law shall apply *mutatis mutandis* to buildings comprising two family units (commonly known as duplexes) and the occupiers thereof as if each of the two portions of the building were single units.

Refuse of apartment houses.

6. (1) The occupier of every separate dwelling in any building comprising more than two dwellings (commonly known as an apartment house) shall have for his use a can or cans having a suitable close-fitting cover or covers of a pattern approved by the Company in which shall be placed and kept all house refuse arising in his dwelling.

(2) Every such occupier shall cause such house refuse to be made available for collection by the Company on such days as may be specified by the Company by —

(a) placing or causing to be placed the can or cans in such accessible position upon or adjacent to the building as may be required by the Company for purposes of collection; or

(b) placing or causing to be placed the contents or such can or cans in a container or containers situated in a central location or in several central locations in or adjacent to the building, such containers being of such number and pattern as may be approved by the Company.

(3) Where the house refuse from dwellings in an apartment house is delivered into a container through a hopper or chute, it shall be the duty of the owner of the apartment house to provide such number and pattern of containers as may be provided by the Company and to locate the same in a position which is readily accessible to any refuse removal truck belonging to the Company.

Refuse of hotels.

7. The manager or person in charge of any premises used as an hotel shall provide at a central location, or at several locations in the said premises as the Company may require, a refuse storage container or containers of such number and pattern as may be approved by the Company and shall take or cause to be taken all reasonable steps to ensure that all house refuse arising on the premises is deposited therein for periodical collection by the Company.

Disposal of trade refuse.

8. (1) No person shall permit or suffer any trade refuse to accumulate upon any unbuilt portion of any parcel of land of which he is the occupier unless such refuse is placed and kept in a receptacle suitable for the purpose.

(2) The occupier of any premises on or in which trade refuse shall accumulate may arrange with the Company for the removal and disposal of such refuse on such occasions or with such frequency as may be mutually agreed between such occupier and the Company.

(3) Trade refuse arising on any premises in the Port Area which is not removed by the Company shall only be disposed of by the occupier of such premises —

(a) by incineration upon the premises where the refuse has accumulated; or

(b) by removal during the hours of daylight to a suitable location in the Port Area for the purposes of incineration; or

(c) by removal at such times during the hours of daylight as may be fixed by the Company to any place within the Port Area appointed by the Company as a refuse dump.

(4) Every person disposing of trade refuse by fire shall act in such a way as not to cause any danger or nuisance to persons or property and shall use an incinerator which shall comply with the following requirements —

(a) The incinerator shall be sited in such a position as will not cause a nuisance;

(b) The incinerator shall be constructed in accordance with the requirements of the Freeport Building Code with a furnace of suitable grate area, a combustion chamber adequate in size and all other equipment and apparatus necessary effectually to incinerate all refuse placed therein and consume all combustible gases or matter evolved from the incineration of such refuse;

(c) The incinerator shall be provided with a suitably constructed smoke flue carried to such a position in the outer air as will afford an outlet for smoke and gases without causing nuisance; and

(d) The incinerator shall, if constructed for use with a chute for conveying or discharging refuse into the furnace box, be provided with a suitably designed and constructed hopper connected in such manner that the chute cannot be used as a smoke flue and such chute shall be constructed in a manner approved by the Company.

(5) Every person who disposes of any trade refuse by means of an incinerator shall, during use, maintain or cause to be maintained (if necessary by the addition of fuel) a sufficient fire in such incinerator so that speedy and complete incineration of any refuse when deposited therein and the consumption of any combustible gases and matter evolved from such refuse shall be secured and the accumulation of unburned or crude refuse in the furnace box or chute prevented.

(6) Notwithstanding the other provisions of this bye-law, no person shall dispose of trade refuse by means of fire other than by fire in an incinerator on any parcel of land in the Port Area on which there are, erected or in course of erection, any buildings.

Refuse from vessels in inland waters.

9. (1) No person shall drop, throw or deposit or cause to be dropped, thrown or deposited any refuse from any vessel moored or under way in any inland water within the Port Area.

(2) It shall be the duty of the person in charge of any such vessel as is mentioned in paragraph (1) of this bye-law to provide a suitable can or cans having a close-fitting cover or covers in to which shall be placed and kept any refuse arising in such vessel.

(3) Unless any such refuse as aforesaid is deposited within a reasonable time in the ocean outside the territorial waters of The Bahamas, it shall be the duty of the person in charge of the vessel to make such arrangements as will ensure that such refuse is removed as occasion may arise either directly from the vessel by the Company or from some other suitable can or container located within reasonable distance of such vessel and from which under the other provisions of these Bye-laws refuse is removed by the Company.

Transport of refuse.

10. No person shall transport or cause to be transported within the Port Area refuse of any kind unless such refuse is in a receptacle closed with a tight-fitting lid or is completely covered with adequate protective covering or is transported in a suitably constructed vehicle which is entirely enclosed.

Use of cans or containers.

11. (1) Where in conformity with these Bye-laws a can or container has been provided in or in connection with a building, no person shall deposit the house refuse accumulating in or on such building in any place other than in such can or container.

(2) No person shall deposit any liquid or matter other than house refuse in any can or container intended for house refuse.

(3) No person shall deposit any box made of cardboard or similar material in any can unless such box is broken down and crushed before removal by the Company.

(4) Whenever house refuse is deposited in any can or container, the lid or cover thereof shall be effectively closed by the person depositing such refuse.

(5) Where a container is provided in connection with a chute for house refuse, the owner of the building shall adopt such precautions as may be necessary to prevent any refuse from being spilled from such container or falling elsewhere than in the container.

(6) Where in conformity with these Bye-laws a can or container has been provided by the owner or occupier of any premises, such owner or occupier as the case may be shall cause every such can or container to be thoroughly cleansed as often as may be necessary for the purpose of keeping such can or container in clean condition.

Scale of fees.

12. The Company shall be entitled to charge the owners or occupiers as the case may be of premises within the Port Area fees at such rates as are prescribed in the Schedule hereto in respect of the removal of house and trade refuse.

Offences.

13. Any person who contravenes or fails to comply with any of the provisions of these Bye-laws shall be guilty of an offence under the Act and shall be liable on summary conviction to a fine not exceeding one hundred and forty Bahamian dollars (B$140) or imprisonment not exceeding three months.

S.I. 87/1976.

SCHEDULE (Bye-Law 12)
SCALE OF FEES AND CHARGES

Service:	**Rate to be charged:**
Single residence and duplexes	
1. Two collections each week-one can per collection	$6.75 per month for each family unit
2. Two collections each week-one can per collection	$10.10 per month for each family unit
Service:	**Rate to be charged:**
Apartment Houses	
3. Two collections each week-one can per collection	$6.00 per month for each apartment unit
Businesses	
4. Two collections each week-one can per collection	$6.75 per month
5. Two collections each week-two cans per collection	$10.10 per month
6. Collection from containers of 3 cubic yards or 6 cubic yards owned by the Company	$2.35 per cubic yard per collection
7. The fees for dumping at the Company's dump from a customer's vehicle shall be as follows—	
(a) Car or statio wagon	$3.00
(b) Pick-up or flat-bed truck	$5.00 per load
(c) Septic tank waste	$10.00 per load
(d) Large dump trucks	$10.00 per load

FREEPORT (CONTROL OF ADVERTISEMENTS) BYE-LAWS

S.I. 52/1967

(SECTION 12)

[Commencement 28th September, 1967]

Title.

1. These Bye-laws may be cited as the Freeport (Control of Advertisements) Bye-laws.

Interpretation.

2. In these Bye-laws, unless the context otherwise requires —

"advertisement" means any writing, model, sign, placard, notice, device or representation, whether illuminated or not, in the nature of and employed, wholly or in part for the purpose of advertisement, announcement or direction and includes any hoarding or similar structure for the display of advertisements;

"advertisements permit" means a permit issued under the provisions of bye-law 7 hereof;

"building" includes any structure or erection and any part thereof;

"illuminated advertisement" means any advertisement which is designed or adapted to be illuminated by artificial lighting directly or by reflection and which is so illuminated for purposes of the advertisement;

"permissible advertising material" means material for the purposes of advertisement which is restricted to the name of the advertiser and a description of the trade, profession or business and the place or places where it is carried on set out in neat and tasteful lettering without general promotional advertising.

Extent and application.

3. These Bye-laws shall apply to the display of all advertisements attached to land, buildings, walls, trees, vehicles registered in The Bahamas or on water or in the air within the Port Area which are visible from any road or open space to which the public have access for the time being.

Advertisements for which no permit is required.

4. (1) It shall not be necessary to obtain the prior approval of the Port Authority for the display of any advertisement which —

(a) is required or authorised by law;

(b) is displayed by or on the authority of the Government of The Bahamas or by the Port Authority;

(c) relates to a parliamentary election in respect of which a writ of election has been issued;

(d) relates to any person, partnership or company separately carrying on a profession, business or trade at the premises where such advertisement is displayed if it conforms with the standard pattern for retail and office premises which has been approved by the Port Authority and is available for inspection free of charge at the Port Authority's office.

(e) relates to any event or other matter of a purely temporary nature in connection with an activity promoted for noncommercial purposes by or on behalf of any local organisation of religious, educational, cultural, social or recreational character and which is limited to a display of advertisements occupying an area not exceeding a total of six square feet on any premises;

(f) is posted or is otherwise affixed upon any billboard, hoarding or other similar structure approved in pursuance of the other provisions of these Bye-laws by the Port Authority for the purpose of displaying advertisements;

(g) is displayed on a vehicle and is restricted to permissible advertising material.

(2) Where any advertisement to which this bye-law relates is so designed or adapted to be an illuminated advertisement the same shall be subject to the provisions of bye-law 9 relating to the illumination of advertisements.

Advertisements for which the approval of the Port Authority is required.

5. Subject to the exceptions mentioned in bye-law 4(1) hereof, no advertisement to which these Bye-laws apply shall be displayed within the Port Area without the prior approval of the Port Authority granted in accordance with these Bye-laws.

Application for advertisement permit.

6. Any person who wishes to obtain the approval of the Port Authority under the provisions of bye-law 5 hereof shall make application in writing to the Authority stating the proposed size, number, location, material and particulars of the construction of the advertisement for which approval is applied. Every such application shall be accompanied by two representations of the proposed advertisement drawn to a scale of not less than half an inch to one foot, and shall be designed by an expert signwriter or designer.

Grant of permit.

7. Subject to the other provisions of these Bye-laws, the Port Authority shall within thirty days from the receipt of any application in writing containing the particulars prescribed by bye-law 6 hereof either issue to the person by whom or on whose behalf the application was made a permit authorising the display of the advertisement applied for subject to such conditions as may be stated therein, or, in case of the rejection of the application, give to such person written notice specifying the reason for refusal. In every case the Port Authority shall return one copy of the representation of the proposed advertisement to such person.

Limitation on grant of permits.

8. The Port Authority shall not grant an advertisement permit —

(a) unless the Authority is satisfied that —

(i) the content, design and the manner of display of the proposed advertisement will not be prejudicial to the amenities of the Port Area having regard to the general characteristics of the locality in which the advertisement is to be displayed;

(ii) the method of construction and proposed location of the advertisement will not be prejudicial to public safety; and

(iii) the design of the advertisement and any supporting structure complies with the requirements of Chapter 27 of the Freeport Building Code in relation to loads and stresses and without being calculated on the basis of removal of panels during periods of high wind velocities;

(b) for a period exceeding three years;

(c) in respect of any roof advertisement;

(d) in respect of an advertisement illuminated by neon, flashing or multi-coloured lighting;

(e) for an advertisement so sited as to be likely to obscure or hinder the ready interpretation of any road traffic sign or aid to navigation by air or water;

(f) for an advertisement which does not comply with the requirements or which contravenes any of the restrictions applicable to such advertisement set out in the Schedule to these Bye-laws.

Restriction on illuminated advertisements.

9. No advertisement displayed anywhere in the Port Area or in any manner other than within a building shall be illuminated without the approval of the Port Authority and such approval may be granted subject to such conditions and modifications as the Port Authority in its entire discretion may think fit.

Appeal.

10. Any applicant for the grant of a permit under bye-law 8 or for approval to illuminate an advertisement under bye-law 9 who is aggrieved by the decision of the Port Authority in respect thereto, may within thirty days of being notified of that decision lodge an appeal with the Minister who, after taking into consideration any written submissions of the parties, shall determine the matter.

Existing signs.

11. (1) Where any advertisement to which these Bye-laws apply is displayed within the Port Area on the date on which these Bye-laws come into operation, the following provisions of this Bye-law shall apply.

(2) Advertisements displayed with the previous permission in writing of the Port Authority may continue to be displayed in accordance with the terms and conditions of any such permission.

(3) Advertisements displayed without the previous permission in writing of the Port Authority may continue to be displayed for a period not exceeding three months from the date of coming into operation of these Bye-laws notwithstanding that under the provisions thereof an advertisement permit is required therefor.

(4) On the expiry of such period the display of any such advertisement as is mentioned in paragraph (3) of this Bye-law shall be unlawful but application to continue its display may be made under these Bye-laws and the provisions thereof shall apply thereto as if such application were for the display of a fresh advertisement.

Offences.

12. Any person who contravenes or fails to comply with the provisions of these Bye-laws shall be guilty of an offence against the Act and shall be liable on summary conviction to a fine not exceeding one hundred and forty Bahamian dollars (B$140.00) or imprisonment for a period not exceeding three months.

SCHEDULE (Bye-law 8(f))

Type of Advertisement	**Requirements or Restrictions**
I. Temporary advertisements on a building site or in or on a subdivision.	1. Maximum area thirty-two (32) square feet 2. Shall be removed immediately after completion of the building or when the subdivision is, in the opinion of the Port Authority, substantially developed.
II. Temporary directional advertisements.	1. Maximum area eight (8) square feet with a maximum dimension of five (5) feet. 2. Shall contain only permissible advertising material. 3. Shall be removed at forty-eight hours written notice from the Port Authority.
III. Projecting Advertisements	1. Shall be properly secured to the wall and hung in such a manner as to prevent their being unsecured during periods of high wind velocities 2. Shall not project over any road or be nearer than three (3) feet to nearest edge of a road.

	3. Minimum height of seven (7) feet six (6) inches measured vertically above floor level.
IV. Freestanding Advertisements.	1. Maximum area of fifteen (15) square feet with a maximum dimension of seven (7) feet.

LEGISLATION THAT CONCERNS

GRAND BAHAMA INTERNATIONAL AIRPORT A LICENSEE OF THE GBPA

To Operate In Compliance With Clause 1(8) of

THE HAWKSBILL CREEK AGREEMENT

Chapter 261 of Statute Law of The Bahamas

CHAPTER 286

AIRPORTS

AIRPORTS (SECURITY MEASURES) REGULATIONS, 1991

S.I. 55/1991
S.I. 75/1992

(SECTION 4)

[Commencement 17th June, 1991]

Citation.

1. These Regulations may be cited as the Airports (Security Measures) Regulations, 1991.

PART I
PRELIMINARY

Interpretation.

2. In these Regulations—

"act of interference with civil aviation" includes any unlawful act committed in respect of—

(a) air navigation or any air navigation services; or

(b) any aircraft or any person or cargo carried therein;

"air navigation services" means—

(a) communication services, whether ground to air or ground to ground, provided for the safety of aircraft;

(b) navigational services, that is to say, radio, radar and visual aids to navigation;

(c) air traffic services provided for the safety of aircraft; or

(d) meteorological services provided for the safety of aircraft and for the regularity of flight;

"aircraft" means any machine that can derive support in the atmosphere from the reactions of the air, other than the reactions of the air against the surface of the earth but does not include an aircraft which is used exclusively by the Royal Bahamas Defence Force or the Royal Bahamas Police Force;

"airport administrator" means any person who holds an office of responsibility in the administration of an airport;

"Airport Security Committee" or "Committee" means an Airport Security Committee established under regulation 13;

"approved security measures" means any proposal approved by the Minister pursuant to the provisions of regulation 3, 4 or 5;

"cargo" means any movable property carried or scheduled for carriage in an aircraft pursuant to the terms of any agreement for such carriage;

"Council" means the Airports Security Council established under regulation 9;

"explosives" has the meaning ascribed thereto by section 2 of the Explosives Act; Ch. 215.

"firearms" has the meaning ascribed thereto by section 2 of the Firearms Act; Ch. 213.

"international airport" means any area of land or water equipped, set apart or commonly used for the landing and take off of aircraft on international journeys;

"law enforcement officer" means—

(a) a member of the Royal Bahamas Defence Force;

(b) a member of the Royal Bahamas Police Force;

(c) a customs officer within the meaning ascribed to that expression by section 2 of the Customs Management Act; or Ch. 293.

(d) an Immigration Officer within the meaning ascribed to that expression by section 2 of the Immigration Act; Ch. 191.

"Minister" means the Minister responsible for Aviation;

"National Security Programme" has the meaning ascribed thereto by paragraph (1) of regulation 11;

"operator", in the case of—

(a) a Government airport, means the Department of Civil Aviation; and

(b) a private airport, means a person who is the holder of a valid licence granted in respect of an aerodrome under Article 61 of the Colonial Air Navigation Order, 1961;

"promotion of safety" includes the promotion of the safety of any person at or near an airport, whether from personal injury or otherwise, and the safety of aircraft and vehicles using an airport;

"Security Manager" has the meaning ascribed thereto by paragraph (1) of regulation 12;

"security programme" has the meaning ascribed thereto by paragraph (1) of regulation 7;

"tenant" means any person, other than an operator or an employee of an operator, who under the terms of any lease, licence, permit or agreement occupies premises at an airport.

PART II
SECURITY MEASURES

Security measures at an airport.

3. (1) The operator of an airport shall in writing submit for the approval of the Minister, proposals, maps and plans in respect of the establishment at the airport of—

(a) restricted areas;

(b) equipment, facilities and procedures, for the prevention of unauthorised access to restricted areas, and any such proposals shall include information relating to access control systems, the location of restricted areas and barriers, and the location and specifications of signs identifying restricted areas;

(c) pass systems (including vehicle pass systems), personnel identification systems and related security clearance procedures, for the regulation of access to restricted areas;

(d) the procedure to be followed in dealing with persons who without authority enter or remain in a restricted area;

(e) facilities and procedures for use where the commission of an act of interference with civil aviation is suspected, has occurred or is likely to occur, and any such proposals shall include information relating to—

(i) procedures and facilities for securing the safety of the public and of aircraft and vehicles, and for enabling the co-ordination of the activities of any persons, institutions or organisations, in the event of an emergency arising at an airport or the commission of an act of interference with civil aviation; and

(ii) the facilities where there may be deposited any cargo in respect of which the commission of an act of interference with civil aviation is suspected, has occurred or is likely to occur;

(f) equipment, facilities and procedures for screening passengers or cargo scheduled for carriage in an aircraft, and any such proposals shall include information relating to—

(i) the points at which such passengers or cargo may be screened;

(ii) systems devised to notify a law enforcement officer that the commission of an act of interference with civil aviation is suspected, has occurred or is likely to occur; and

(iii) security equipment; and

(g) law enforcement and security personnel services, and any such proposals shall include information relating to—

(i) the presence at the airport of law enforcement officers and other security personnel;

(ii) procedures to ensure the efficient response of law enforcement officers or security personnel upon notification that the commission of an act of interference with civil aviation is suspected, has occurred or is likely to occur; and

(iii) the training of security personnel other than law enforcement officers.

(2) Upon receipt of any proposals, maps or plans submitted under the provisions of paragraph (1), the Minister may approve the proposals, maps or plans with or without modifications or additions as he thinks fit, or the Minister may reject the proposals, maps or plans and the Minister shall notify the operator of the action so taken by the Minister.

(3) Within thirty days of the receipt by an operator of a notification issued by the Minister pursuant to the provisions of paragraph (2), or within such other period as may be specified in the notification, the operator shall establish, maintain and implement the proposals which have been approved by the Minister under those provisions.

Security measures on an aircraft.

4. (1) For the purposes of preventing or deterring the carriage of any explosive or incendiary device, or any firearm or offensive instrument, on the person of an individual on board an aircraft, or in any thing in his possession, an operator shall in writing submit to the Minister for his approval the proposals of the operator for security measures in respect of the carriage of passengers and cargo on board an aircraft, including screening and weapon detecting procedures and facilities.

(2) Any such proposal of an operator shall specify measures for the promotion by the operator of safety on board an aircraft, including the procedure for—

(a) preventing unauthorised access to the aircraft;

(b) ensuring that cargo presented for carriage on board the aircraft, is not accepted by unauthorised persons;

(c) preventing the loading or carriage on board the aircraft of any cargo in respect of which there is a failure to comply with any proposal approved under the provisions of this regulation or regulation 3;

(d) ensuring that cargo accepted for carriage on board the aircraft is identified, prior to the departure of the aircraft, as cargo belonging to a person who is scheduled for carriage on board the aircraft; and

(e) ensuring the inspection of the aircraft prior to the boarding of passengers scheduled for carriage on board the aircraft; and

(f) ensuring compliance with any lawful request of a law enforcement officer.

(3) Any such proposal of an operator shall be submitted—

(a) in any case where the operator is the Department, as soon as may be reasonably practicable; and

(b) in any other case, within sixty days of the receipt by the operator of a licence to carry passengers or cargo granted by the Minister under the provisions of the Civil Aviation Act. Ch. 284.

(4) Upon receipt of any proposal submitted under the provisions of this paragraph, the Minister may approve the proposal with or without modifications or additions as he thinks fit, or the Minister may reject the proposal, and the Minister shall notify the operator of the action so taken by the Minister.

(5) Within thirty days of the receipt by an operator of a notification issued by the Minister pursuant to the provisions of paragraph (4), or within such other period as may be specified in the notification, the operator shall establish, maintain and implement the proposals which have been approved by the Minister under those provisions.

(6) Where proposals have been approved by the Minister under the provisions of this regulation or regulation 3 or 5, an operator who proposes any alteration in the nature of his operations shall, not more than ninety days before the change becomes effective or as soon thereafter as is reasonably practicable, notifying the Minister of the proposed alteration.

Additional security measures.

5. Without prejudice to the provisions of regulation 3 or 4, the Minister may—

(a) if he thinks fit, vary any proposal of an operator which has been approved under any of those provisions and approve the proposals as varied; or

(b) approve any other security measure which the Minister may consider to be necessary for the purposes of the safety of persons, aircraft or vehicles at an airport,

and the Minister shall notify the operator of any action so taken by the Minister; and, upon receipt of such notification, the operator shall comply with the requirements of the varied proposal or new security measure, specified in the notification.

PART III
SECURITY PROGRAMMES

Application of Part III. Schedule.

6. This Part applies to any airport specified in the Schedule.

Security programmes.

7. (1) The operator of an airport to which this Part applies shall maintain in writing a current programme (in these regulations referred to as a "security programme") for the promotion of safety in respect of aircraft which land at and take off from that airport, and shall set out in the programme—

(a) the approved security measures which are in force in respect of the aircraft;

(b) a scale map of the airport, identifying the airport boundaries and the restricted areas and restricted areas access points specified in the approved security measures;

(c) a list of agreements made by the operator and relating to security at the airport; and

(d) such other information as the operator may think fit.

(2) A security programme shall specify in relation to any approved security measure the role, responsibilities, jurisdiction and authority of airport administrators and law enforcement officers.

(3) The Commissioner of Police shall be responsible for the enforcement of any security programme.

(4) The operator shall provide to the Minister a copy of the security programme—

(a) within ninety days of the receipt by the operator of a notification issued by the Minister pursuant to the provisions of regulation 3, 4 or 5; or

(b) within thirty days prior to any change in the security programme.

(5) An operator shall maintain at the airport at least one copy of the security programme and the same shall be made available to the Minister on request.

Records.

8. (1) The operator of an airport to which this Part applies shall ensure that records concerning any action taken to enforce security measures at the airport are kept and retained for a period of not less than five years; and the operator shall, on request, make any such records available to the Minister.

(2) The records concerning any action so taken shall, subject to the provisions of any other written law, contain information sufficient to identify any person in respect of whom the action was taken and shall, in addition, include information in respect of—

(a) the number and type of explosives, incendiaries, firearms or offensive instruments detected at the airport and the methods used for their detection and disposal;

(b) the number of incidents of trespassing at the airport;

(c) the number of bomb threats received, real and simulated bombs found and bombs exploded at the airport; and

(d) the number of attempted acts of interference with civil aviation.

(3) The Minister may, in accordance with any requirement of the Organisation known as the International Civil Aviation Organisation, forward to any person, institution or organisation, whether in The Bahamas or outside The Bahamas, any information contained in a record kept and retained under the provisions of this regulation.

PART IV
SECURITY ORGANISATIONS

Establishment of Airports Security Council.

9. (1) The Minister shall by notice published in the *Gazette* establish a council to be known as the Airports Security Council which shall consist of seven members appointed by the Minister, and of such members—

(a) one member (who shall be the Chairman) shall be a person selected by the Minister;

(b) one member shall be a person nominated by the Minister responsible for National Security;
(c) one member shall be a person nominated by the Minister responsible for Tourism;
(d) one member shall be the Commissioner of Police or his representative;
(e) one member shall be the Comptroller of Customs or his representative;
(f) one member shall be the Director of Immigration or his representative; and
(g) one member shall be the Director of Civil Aviation or his representative.

(2) Any member of the Council who was appointed under paragraph (1), may resign his appointment by tendering notice in writing to the Minister who appointed him.

(3) The Council may co-opt any person to attend a meeting of the Council for the purpose of assisting or advising the Council, but no such co-opted person shall have a vote.

(4) The quorum of the Council for any meeting shall be four members.

Responsibilities of Council.

10. The Council shall be responsible for—
(a) advising the Minister as to appropriate security policy in order to meet any threat of an act of interference with civil aviation;
(b) recommending the appropriate security policy to be implemented by Airport Security Committees, airport administrators, operators and any other persons concerned with security in airports;
(c) ensuring the evaluation of information related to acts of interference with civil aviation and co-ordinating the exchange and dissemination of the information with and to such organisations as may be approved by the Minister for the purpose of ensuring common international standards of protection;
(d) reviewing approved security measures and submitting to the Minister recommendations for improvement in any such measures and in any security procedures;

(e) ensuring co-ordination between bodies responsible for air navigation services, airport administrators and operators;

(f) ensuring that security policy is taken into consideration in the design of any new airport or any expansion of an existing airport;

(g) developing security proposals and procedures for the consideration of the Minister and, subject to the approval of the Minister, preparing and processing any report thereon for transmission, upon request, to the Organisation known as the International Civil Aviation Organisation;

(h) recommending to the Minister security policies, plans and procedures for incorporation in the National Security Programme; and

(i) considering any recommendations made to the Council by the Security Manager or any Airport Security Committee.

Establishment of the National Security Programme.

11. (1) The Minister shall, after consultation with the Council, formulate security policies, plans and procedures (in these Regulations referred to as the "National Security Programme") for ensuring safety at airports; and the Minister shall have responsibility for the administration and monitoring of the National Security Programme and for ensuring compliance therewith, for reviewing the National Security Programme (whether on the recommendation of the Council or otherwise) and for specifying such modifications or additions to the National Security Programme as the Minister may consider necessary for the purpose of improving the efficacy of the National Security Programme.

(2) Where the Minister gives notice to an operator or any tenant that the Minister intends to establish, maintain and implement the National Security Programme at an airport, the operator or the tenant shall permit the Minister, or any person authorised by the Minister for that purpose, to enter any premises occupied by the operator or tenant at the airport and shall not impede the implementation or administration of the National Security Programme.

Security Manager.

12. (1) There shall be on the staff of the Ministry an officer (in these Regulations referred to as the "Security Manager") who shall be responsible from day to day for—

(a) monitoring and evaluating approved security measures;

(b) monitoring and evaluating security programmes for the purpose of ensuring compliance with the National Security Programme, and assisting in the development of security programmes;

(c) submitting to the Council recommendations for improvement in approved security measures;

(d) providing to any airport administrator or any operator advice in accordance with any security programme for that airport; and

(e) ensuring the use at airports of standardized security measures in the operation of international flights.

(2) There shall be on the staff of the Ministry such other officers as may be necessary for the purpose of assisting the Security Manager in the discharge of his responsibilities under these Regulations; and such officers shall, in accordance with such general or special directions as may be given by the Security Manager from time to time, assist the Security Manager in the discharge of those responsibilities.

Establishment of Airport Security Committees.

13. (1) There shall be, in respect of each international airport in New Providence or in Freeport, an Airport Security Committee which shall consist of—

(a) the airport manager of the international airport, who shall be the Chairman of the Committee;

(b) the Commissioner of Police or his representative;

(c) the Comptroller of Customs or his representative;

(d) the Director of Immigration or his representative;

(e) one member of the Air Traffic Control Division of the Civil Aviation Department;

(f) one member of the Firefighting and Rescue Services of the Police Department; and

(g) one representative of each air carrier which carries on aircraft operations in that international airport.

(2) There shall be in respect of each international airport in a district of a Family Island (other than an international airport in Freeport) an Airport Security Committee which shall consist of—

(a) the commissioner for that district, who shall be the Chairman of the Committee; and

(b) not less than three and not more than seven members appointed by the Minister.

(3) The Airport Security Committee of an international airport shall in respect of that airport be responsible for—

(a) giving effect to any recommendations of security measures made by the Council;

(b) implementing, supervising and monitoring the National Security Programme and any approved security measures;

(c) using as a guide in the administration of approved security measures, the manual known as the International Civil Aviation Organisation Security Manual for Safeguarding Civil Aviation Against Acts of Unlawful Interference;

(d) making, maintaining and reviewing a list specifying those aspects of airport security which may be improved, including aspects relating to airport equipment and facilities;

(e) ensuring that minimum security measures are maintained at all times at that airport, that adequate security measures are available to meet any situation arising there and requiring such security measures, and that security measures are from time to time reviewed for the purpose of maintaining their efficacy;

(f) arranging security surveys and inspections;

(g) submitting to the Council recommendations for improvement in approved security measures and security procedures and implementing such recommendations as may be approved by the Minister;

(h) informing the Council of the efficacy of security measures in force at that airport and referring to the Council any problems relating to the protection of that airport which cannot be resolved by the Airport Security Committee;

(i) ensuring the education and training of airport personnel in respect of any aspect of security at that airport; and

(j) ensuring that security measures are incorporated in any programme for the expansion of that airport.

(4) An Airport Security Committee may invite or co-opt any person to attend a meeting of the Committee for the purpose of assisting or advising the Committee, but no such invited or co-opted person shall have a vote at such meeting.

(5) The quorum of any Airport Security Committee for any meeting shall be such number as may be determined by the Minister.

(6) In any case where the Preclearance Agreement applies in respect of an international airport, the Airport Security Committee of that airport shall, in the performance of its responsibilities under paragraph (3), take into consideration—

(a) those terms of the Preclearance Agreement; and

(b) those recommendations, made by an inspection agency of that airport,

which relate to the maintenance of security measures at that airport; and the Committee may, without prejudice to the provisions of paragraph (4), invite any member of the inspection agency to attend a meeting of the Committee for the purpose of making any such recommendation but no such invited member of the inspection agency shall have a vote at such meeting.

(7) In paragraph (6)—

"inspection agency", in relation to an international airport, means

(a) the Customs Department of the United States of America; or

(b) the Immigration Department of the United States of America,

in any case where such Department is in operation at that airport;

"the Preclearance Agreement" means the Agreement made on 23rd April, 1974 between the Government of the United States of America and the

Government of the Commonwealth of The Bahamas on Preclearance and includes any agreement extending the application of, or amending, the provisions of the said Agreement of 23rd April, 1974.

PART V
RESTRICTED AREAS

Application of Part V.

14. This Part applies to any airport in respect of which the Minister has approved security measures relating to the establishment of restricted areas.

Securing of doors to restricted areas.

15. (1) Where any door, gate or other device enabling access to a restricted area is required under any law or any approved security measures to be kept closed and locked, any person who is responsible for controlling the door, gate or other device—

(a) immediately after any use of the same, unless the same is under surveillance by a person having responsibility therefor; or

(b) whenever he finds the same open or unlocked and unattended by a person having responsibility therefor, unless he informs a law enforcement officer that the same is open or unlocked.

(2) Any tenant who is leasing premises which are wholly or partly within a restricted area shall take all steps that are reasonably practicable, having regard to the location, configuration and layout of the premises and the restricted area, and to the nature of the activities carried out on the premises, to prevent access to the restricted area by unauthorised persons.

Issuance of keys.

16. (1) Where access to a restricted area is regulated at a restricted area access point by means of a door, gate or other device which is required under any written law or any approved security measures to be kept closed and locked, an operator may issue to any person a key for the purpose of enabling his access to that area at that point.

(2) Except where authorised by an operator and subject to any conditions of the authorisation—

(a) no person to whom any such key has been issued shall lend or give the key to another person; and

(b) no person shall have in his possession, or use for any purpose, a key which was not issued to him in pursuance of the provisions of these Regulations.

(3) A person to whom any such key has been issued shall surrender the key to the operator by whom the key was issued—

(a) on the request of the operator;

(b) on the termination of his employment with the operator or on the conclusion of the circumstances giving rise to the issuance of the key; or

(c) on the breach of any condition of issuance of the key.

(4) An operator shall maintain a written record of—

(a) any key in the possession of the operator; and

(b) the names of persons, organisations or bodies to whom any key has been issued by the operator.

Issuance of restricted area passes.

17. (1) Except where authorised by an operator and subject to any conditions of the authorisation, no person shall enter or remain in a restricted area unless there has been issued to that person a restricted area pass in respect of that area.

(2) No person shall enter a restricted area except at a restricted area access point at which entry is authorised by an operator.

(3) Where a restricted area pass has been designed to be worn on outer clothing, no person to whom any such pass has been issued shall enter or remain in the restricted area to which the pass relates unless the pass is displayed on his outer clothing.

(4) Except where authorised by an operator and subject to any conditions of the authorisation—

(a) no person to whom any such restricted area pass has been issued shall lend or give the pass to another person; and

(b) no person shall have in his possession, or use for any purpose, a restricted area pass which was not issued to him in pursuance of the provisions of these Regulations.

(5) A person to whom any such restricted area pass has been issued shall surrender the pass to the operator by whom the pass was issued—

(a) on the request of the operator;

(b) on the termination of his employment with the operator or on the conclusion of the circumstances giving rise to the issuance of the pass; or

(c) on the breach of any condition of issuance of the pass.

(6) An operator shall maintain a written record of—

(a) any restricted area pass in the possession of the operator; and

(b) the names of persons, organisations or bodies to whom any restricted area pass has been issued by the operator.

Emergency exits.

18. Except where authorised by an operator and subject to any conditions of the authorisation, or except in cases of emergency, no person shall open or use any door designated by the operator as an emergency exit, or any barrier, at an airport.

Placing of signs at airports.

19. (1) An operator shall establish and maintain at the airport, signs indicating areas in respect of which entry is prohibited or access is limited to a specified category of persons.

(2) Where notice is given by an operator, whether orally or in writing, that entry to an area is prohibited or that access to an area is limited to a specified category of persons, no person shall, except where authorised by the operator and subject to any conditions of the authorisation, enter or remain in that area.

Possession of firearms or explosives at an airport.

20. (1) Subject to the provisions of paragraph (3), no person, other than a police officer acting in the execution of his duties, shall at any airport have in his possession or under his control any firearm unless such possession or control—

(a) is in accordance with the requirements of any written law regulating the possession and control of firearms; and

(b) is for the purpose of—

(i) transporting by air a firearm which is unloaded;

(ii) ensuring the safe shipment by air of securities or other valuable articles; or

(iii) providing security services at the airport in accordance with the provisions of these Regulations or any approved security measures.

(2) Subject to the provisions of paragraph (3), no person, other than a police officer acting in the execution of his duties, shall at any airport have in his possession or under his control any explosives unless such possession or control—

(a) is in accordance with the requirements of any written law regulating the possession and control of explosives; and

(b) is for the purpose of—

(i) transporting the explosives by air; or

(ii) using the explosives for any excavation or construction at the airport in accordance with the terms and conditions of a valid permit or licence granted or issued under any written law.

(3) The provisions of this regulation do not in any way derogate from or limit the provisions of the Police Act, the Firearms Act, the Explosives Act or the Explosive Substances (Illegal Use and Possession) Act.

Ch. 205.
Ch. 213.
Ch. 215.
Ch. 216.

Penalty for breach of Regulations. *S.I. 75/1992.*

21. Any person who contravenes any provision of these regulations is guilty of an offence and liable on summary conviction to a fine not exceeding one thousand dollars or to imprisonment for a term not exceeding six months or to both such fine and imprisonment.

SCHEDULE (Regulation 6)

AIRPORTS TO WHICH PART III APPLIES

Freeport International Airport
Nassau International Airport
Paradise Island International Airport

FURTHER OBLIGATIONS UNDER THE HAWKSBILL CREEK AGREEMENT

Under Clause 2(23) (GBPA as Licensor to Require of Licensee Compliance with Legislation Relating to)

PROFESSIONAL QUALIFICATIONS

- Lawyers
- Doctors
- Accountants
- Architects
- Engineers

FINANCIAL

- Bank & Trust Companies

BUSINESSES

- Shop Licenses
- Liquor Licenses
- Music & Dancing Licenses
- Restaurant Licenses