

No. 30163

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
PERU**

Exchange of notes constituting an agreement concerning certain commercial debts (The United Kingdom/Peru Debt Agreement No. 3 (1991)) (with annex). London, 17 September 1992

Authentic texts: English and Spanish.

Registered by the United Kingdom of Great Britain and Northern Ireland on 30 July 1993.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
PÉROU**

Échange de notes constituant un accord relatif à certaines dettes commerciales [Accord n° 3 (1991) entre le Royaume-Uni et le Pérou relatif à des dettes] (avec annexe). Londres, 17 septembre 1992

Textes authentiques : anglais et espagnol.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 30 juillet 1993.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF PERU CONCERNING CERTAIN COMMERCIAL DEBTS (THE UNITED KINGDOM/PERU DEBT AGREEMENT No. 3 (1991))

I

*The Secretary of State for Foreign and Commonwealth Affairs
to the Ambassador for the Republic of Peru at London*

FOREIGN AND COMMONWEALTH OFFICE
LONDON

17 September 1992

Your Excellency,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Peru which was signed at the conference held in Paris on 17 September 1991, and to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to provide debt relief to the Government of the Republic of Peru on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Government of the Republic of Peru, I have the honour to propose that this Note together with its Annex, and your reply to that effect, shall constitute an Agreement between the two Governments in this matter which shall be known as “The United Kingdom/Peru Debt Agreement No. 3 (1991)” and which shall enter into force on the date of your reply.

I have the honour to convey to Your Excellency the assurance of my highest consideration.

For the Secretary of State,
A. J. BEAMISH

¹ Came into force on 17 September 1992, the date of the note in reply, in accordance with the provisions of the said notes.

ANNEX

SECTION I

Definitions and Interpretation

- (1) In this Annex, unless the contrary intention appears:
- (a) “the Agreed Minute” means the Agreed Minute on the Consolidation of the Debt of Peru which was signed at the Conference held in Paris on 17 September 1991;
 - (b) “Appropriate Market Rate” means the Reference Rate plus a margin of 0.5 per cent;
 - (c) “Business Day” means a day on which dealings are carried on in the London Interbank Market and (if payment is required to be made on such day) on which banks are open for domestic and foreign exchange business in London in the case of sterling and in both London and New York City in the case of US dollars;
 - (d) “the Consolidation Period” means the period from 1 October 1991 to 31 December 1992 inclusive;
 - (e) “Contract” means a contract, or any agreement supplemental thereto, entered into before 1 January 1983, the parties to which include the Debtor and a Creditor and which either was for the sale of goods and/or services from outside Peru to a buyer in Peru, or was for the financing of such a sale;
 - (f) “Creditor” means a person or body of persons or corporation resident or carrying on business in the United Kingdom, including the Channel Islands and the Isle of Man, or any successor in title thereto;
 - (g) “Currency of the Debt” means the currency specified in the relevant Contract or in the previous Agreements as being the currency in which that Debt is to be paid;
 - (h) “Debt” means any debt to which, by virtue of the provisions of Section 2(1), the provisions of this Annex apply;
 - (i) “Debtor” means the Government of Peru (whether as primary debtor or as guarantor), or any person or body of persons or corporation resident or carrying on business in Peru or any successor in title thereto;
 - (j) “the Department” means the Secretary of State of the Government of the United Kingdom acting through the Export Credits Guarantee Department or any other Department of the Government of the United Kingdom which that Government may subsequently nominate for the purpose hereof;
 - (k) “Maturity” in relation to a Debt:
 - (i) specified in Sections 2(1)(a) and 2(1)(d)(i) means 30 September 1991,
 - (ii) specified in Section 2(1)(b) means the relevant date for payment specified in the Previous Agreements,
 - (iii) specified in Section 2(1)(c) means the due date for the payment or repayment thereof under the relevant Contract or on a promissory note or bill of exchange drawn up pursuant thereto, unless that Debt is not an obligation of the Government of Peru, whether as primary debtor or guarantor, in which case it shall mean the date on which the Soles counterpart of the obligation was deposited by the Debtor with the Central Reserve Bank of Peru, where such deposits were made before 30 September 1991, or

- (iv) specified in Sections 2(1)(d)(ii) and 2(1)(d)(iii) means the relevant date of capitalisation specified in Section 5;
- (l) “the Ministry” means the Ministry of Economy and Finance or any other institution which the Government of Peru may nominate for the purposes of this Annex;
- (m) “Peru” means the Republic of Peru;
- (n) “the Previous Agreements” means the Agreements between the Government of the United Kingdom and the Government of Peru on Certain Commercial Debts signed on 12 December 1979¹ and 12 March 1984² respectively;
- (o) “Reference Rate” means the rate (rounded upwards where necessary to the nearest multiple of 1/16th (one sixteenth) of one per cent) quoted to the Department by a bank to be agreed upon by the Department and the Ministry as the rate at which that bank is offering six-month eurodollar deposits, in the case of a Debt denominated in US dollars, or six-month sterling deposits, in the case of a Debt denominated in sterling, in the London Interbank Market at 11 a.m. (London time) two Business Days before the commencement of the relevant half-yearly interest period in each year;
- (p) “the United Kingdom” means the United Kingdom of Great Britain and Northern Ireland.
- (2) All references to interest, excluding contractual interest, shall be to interest accruing from day to day and calculated on the basis of actual days elapsed and a year of 360 days, in the case of Debts denominated in US dollars, or 365 days in the case of Debts denominated in sterling.
- (3) Where the context of this Annex so allows, words importing the singular include the plural and vice versa.
- (4) Unless otherwise indicated, reference to a specified Section shall be construed as a reference to that Section of this Annex.
- (5) The headings to the Sections are for ease of reference only.

SECTION 2

The Debt

- (1) The provisions of this Annex shall, subject to the provisions of paragraph (2) of this Section and Article IV paragraph 3 of the Agreed Minute, apply to:
- (a) any amount, whether of principal or of interest, payable under the Previous Agreements which fell due on or before 30 September 1991 and remain unpaid;
- (b) any amount, whether of principal or of interest, payable under the Previous Agreements which has fallen due or will fall due during the Consolidation Period and remain unpaid;
- (c) any other amount, whether of principal or of contractual interest accruing up to Maturity, owed by the Debtor to a Creditor and which:
- (i) arises under or in relation to a Contract;

¹ United Nations, *Treaty Series*, vol. 1202, p. 13.

² *Ibid.*, vol. 1393, p. 351.