

ARRANGEMENT
BETWEEN
THE GOVERNMENT OF ANGUILLA
AND
THE STATES OF GUERNSEY
ON
THE EXCHANGE OF INFORMATION RELATING TO TAX MATTERS

Whereas the Government of Anguilla and the States of Guernsey recognise that present legislation already provides for cooperation and the exchange of information in criminal tax matters;

Whereas the Participants wish to enter into an Arrangement that respects the constitutional relationship between the Participants;

Whereas it is acknowledged that the Participants have the ability to enter into a tax exchange arrangement with each other in accordance with that constitutional relationship;

Whereas the Participants wish to enhance and facilitate the provisions governing the exchange of information with respect to taxes;

Now, therefore, the Participants have decided to conclude the following Arrangement which contains commitments on the part of the Participants only:

PARAGRAPH 1
OBJECT AND SCOPE OF THE ARRANGEMENT

The Participants, through their competent authorities, will provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Participants concerning the taxes covered by this Arrangement, including information that is foreseeably relevant to the determination, assessment, verification, enforcement, recovery or collection of tax claims with respect to persons subject to such taxes, the investigation of tax matters or the prosecution of criminal tax matters in relation to such persons. Information will be exchanged in accordance with the provisions of this Arrangement and will be treated as confidential in the manner provided in paragraph 10.

PARAGRAPH 2
JURISDICTION

A Requested Participant is not obliged to provide information which is neither held by its authorities nor in the possession of or obtainable by persons who are within its territorial jurisdiction.

PARAGRAPH 3
TAXES COVERED

- 1 The taxes which are the subject of this Arrangement are:
 - a) in the case of Anguilla:
 - i) property tax;
 - ii) stamp duty;
 - iii) accommodation tax;
 - iv) vacation and residential asset levy; and

- v) levies, duties, fines or exemptions relating to the importation, exportation, transshipment, transit, storage and circulation of goods, as well as to prohibitions, restrictions and other similar controls on the movement of controlled items across national boundaries.

- b) in the case of Guernsey;
 - i) income tax;
 - ii) dwellings profits tax;

2 This Arrangement will also apply to any identical taxes imposed after the date of signature of this Arrangement in addition to, or in place of, the existing taxes or substantially similar taxes if the Participants so decide. The Arrangement will also apply to such other taxes as may be decided in an exchange of letters between the Participants. The competent authorities of each Participant will notify the other of any substantial changes in laws which may affect the commitments of that Participant pursuant to this Arrangement.

PARAGRAPH 4 DEFINITIONS

- 1 For the purposes of this Arrangement, unless the context otherwise requires, the term:
- a) "Anguilla" means the territory of Anguilla, including its territorial sea;

 - b) "Guernsey" means the States of Guernsey and, when used in a geographical sense, means the islands of Guernsey, Alderney and Herm, and the territorial sea adjacent thereto, in accordance with international law, save that any reference to the law of Guernsey is to the law of the island of Guernsey as it applies there and in the islands of Alderney and Herm;

 - c) "collective investment fund or scheme" means any pooled investment vehicle, irrespective of legal form. The term "public collective investment fund or

scheme" means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed "by the public" if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;

- d) "company" means any body corporate or any entity that is treated as a body corporate for tax purposes;
- e) "competent authority" means in the case of Guernsey, the Director of the Revenue Service or her delegate and, in the case of Anguilla, the Permanent Secretary in the Ministry of Finance or the Permanent Secretary's authorised representative;
- f) "Participant" means the States of Guernsey or the Government of Anguilla as the context requires;
- g) "criminal laws" means all criminal laws designated as such under domestic law irrespective of whether they are contained in the tax laws, the criminal code or other statutes;
- h) "criminal tax matters" means tax matters involving intentional conduct whether before or after the entry into force of this Arrangement which is liable to prosecution under the criminal laws of the Requesting Participant;
- i) "information" means any fact, statement, document or record in whatever form;
- j) "information gathering measures" means laws and judicial, regulatory or administrative procedures enabling a Requested Participant to obtain and provide the information requested;

- k) "person" means a natural person, a company or any other body or group of persons;
- l) "principal class of shares" means the class or classes of shares representing a majority of the voting power and value of the company;
- m) "publicly traded company" means any company whose principal class of shares is listed on a recognised stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold "by the public" if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;
- n) "recognised stock exchange" means The International Stock Exchange, and any other stock exchange decided upon by the competent authorities of the Participants;
- o) "Requested Participant" means the Participant to this Arrangement which is requested to provide or has provided information or assistance in response to a request;
- p) "Requesting Participant" means the Participant to this Arrangement submitting a request for or having received information or assistance from the Requested Participant;
- q) "tax" means any tax covered by this Arrangement.

2 As regards the application of this Arrangement at any time by a Participant, any term not defined therein will, unless the context otherwise requires, have the meaning that it has at that time under the laws of that Participant, any meaning under the applicable tax laws of that Participant prevailing over a meaning given to the term under other laws of that Participant.

PARAGRAPH 5
EXCHANGE OF INFORMATION UPON REQUEST

1 The competent authority of the Requested Participant will provide upon request in writing by the Requesting Participant information for the purposes specified in paragraph 1 of this Arrangement. Such information will be exchanged without regard to whether the Requested Participant needs such information for its own tax purposes or the conduct being investigated would constitute a crime under the laws of the Requested Participant if it occurred in the territory of the Requested Participant. The competent authority of the Requesting Participant will only make a request for information pursuant to this paragraph when it is unable to obtain the requested information by other means within its own territory, except where recourse to such means would give rise to disproportionate difficulty.

2 If the information in possession of the competent authority of the Requested Participant is not sufficient to enable it to comply with the request for the information, the Requested Participant will use all relevant information gathering measures to provide the Requesting Participant with the information requested, notwithstanding that the Requested Participant may not need such information for its own tax purposes.

3 If specifically requested by the competent authority of the Requesting Participant, the competent authority of the Requested Participant will provide information under this paragraph, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

4 Each Participant will ensure that it has the authority, subject to the provisions of paragraph 1 and within the constraints of paragraph 2, to obtain and provide through its competent authority and upon request:

- a) information held by banks, other financial institutions, and any person, including nominees and trustees, acting in an agency or fiduciary capacity;

- b)
 - i) information regarding the legal and beneficial ownership of companies, partnerships, foundations and other persons, including ownership information on all such persons in an ownership chain;
 - ii) in the case of trusts, information on settlors, trustees, beneficiaries and protectors; and
 - iii) in the case of foundations, information on founders, members of the foundation council and beneficiaries.

5 This Arrangement does not create a commitment for a Participant to obtain or provide;

- a) ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained without giving rise to disproportionate difficulties;
- b) information from a period falling outside of the legally required time period for retaining the information in the jurisdiction of the Requested Participant, but only where that information is in fact no longer kept.

6 Any request for information will be formulated with the greatest detail possible and will specify in writing:

- a) the identity of the person under examination or investigation;
- b) the period for which the information is required;
- c) the nature of the information sought and the form in which the Requesting Participant would prefer to receive it;
- d) the tax purpose for which the information is sought;

- e) the reasons for believing that the information requested is foreseeably relevant to tax administration and enforcement of the Requesting Participant, with respect to the person identified in subparagraph a) of this paragraph;
- f) the grounds for believing that the information requested is present in the territory of the Requested Participant or is in the possession of or obtainable by a person subject to the jurisdiction of the Requested Participant;
- g) to the extent known, the name and address of any person believed to be in possession of or able to obtain the information requested;
- h) a statement that the request is in conformity with this Arrangement and the laws and administrative practices of the Requesting Participant, and that if the requested information was within the jurisdiction of the Requesting Participant then the competent authority of the Requesting Participant would be able to obtain the information under the laws of the Requesting Participant or in the normal course of administrative practice; and
- i) a statement that the Requesting Participant has pursued all means available in its own territory to obtain the information, except where that would give rise to disproportionate difficulties.

7 The competent authority of the Requested Participant will use its best endeavours to forward the requested information to the Requesting Participant with the least possible delay. To ensure a prompt response, the competent authority of the Requested Participant will:

- a) confirm the receipt of a request in writing to the competent authority of the Requesting Participant and will notify the competent authority of the Requesting Participant of deficiencies in the request, if any, within 60 days of receipt of the request; and

- b) if the competent authority of the Requested Participant has been unable to obtain and provide the information requested within 90 days of receipt of the complete request, including if obstacles are encountered in furnishing the information, or it refuses to provide the information, it will immediately inform the competent authority of the Requesting Participant, explaining the reasons for its inability, the nature of the obstacles or the reasons for its refusal.

PARAGRAPH 6
AUTOMATIC EXCHANGE OF INFORMATION

1 The competent authorities of the Participants may automatically transmit information to each other for the purposes referred to in paragraph 1. The competent authorities will determine the items of information to be exchanged pursuant to this paragraph and the procedures to be used to exchange such items of information.

2 The competent authorities of the Participants may mutually decide on additional procedures to be used for the purposes of this paragraph.

PARAGRAPH 7
SPONTANEOUS EXCHANGE OF INFORMATION

The competent authority of a Participant may spontaneously transmit to the competent authority of the other Participant information that has come to the attention of the first-mentioned competent authority and that the first-mentioned competent authority supposes to be foreseeably relevant to the accomplishment of the purposes referred to in paragraph 1. The competent authorities will determine the procedures to be used to exchange such information

PARAGRAPH 8
TAX EXAMINATIONS (OR INVESTIGATIONS) ABROAD

1 With reasonable notice of not less than fourteen days, the Requesting Participant may request that the Requested Participant allow representatives of the competent authority of the Requesting Participant to enter the territory of the Requested Participant, to the extent permitted under its domestic laws, to interview individuals and examine records with the prior written consent of the individuals or other persons concerned. The competent authority of the Requesting Participant will notify the competent authority of the Requested Participant of the time and place of the intended meeting with the individuals concerned.

2 At the request of the competent authority of the Requesting Participant, the competent authority of the Requested Participant may permit representatives of the competent authority of the Requesting Participant to be present at the appropriate part of a tax examination in the territory of the Requested Participant, to the extent permitted under its domestic laws.

3 If the request referred to in sub-paragraph 2 is granted, the competent authority of the Requested Participant conducting the examination will, as soon as possible, notify the competent authority of the Requesting Participant of the time and place of the examination, the authority or person authorised to carry out the examination and the procedures required by the Requested Participant for the conduct of the examination. All decisions regarding the conduct of the examination will be made by the Requested Participant conducting the examination.

4 For the purposes of this paragraph, the term “domestic laws” refers to laws or instruments governing entry into, or exit from, the territories of the Participants.

PARAGRAPH 9
POSSIBILITY OF DECLINING A REQUEST

1 The competent authority of the requested Participant may decline to assist:

- a) where the request is not made in conformity with this Arrangement;
- b) where the Requesting Participant has not pursued all means available in its own territory to obtain the information, except where recourse to such means would give rise to disproportionate difficulty; or
- c) where the disclosure of the information requested would be contrary to public policy.

2 This Arrangement will not impose on a Requested Participant any commitment to provide items subject to legal privilege, or which would disclose any trade, business, industrial, commercial or professional secret or trade process, provided that information of the type referred to in sub-paragraph 4 of paragraph 5 will not by reason of that fact alone be treated as such a secret or trade process.

3 This Arrangement will not impose upon a Requested Participant any commitment to carry out administrative measures at variance with its laws and administrative practices, provided that nothing in this subparagraph will affect the commitments of a Participant under sub-paragraph 4 of paragraph 5.

4 A request for information will not be refused on the ground that the tax liability giving rise to the request is disputed.

5 The Requested Participant will not be required to obtain or provide information which, if the requested information was within the jurisdiction of the Requesting Participant, the competent authority of the Requesting Participant would not be able to obtain under its own laws for purposes of the administration or enforcement of its own tax laws.

6 The Requested Participant may decline a request for information if the information is requested by the Requesting Participant to administer or enforce a provision of the tax law of the Requesting Participant, or any requirement connected therewith, which discriminates

against a national or citizen of the Requested Participant as compared with a national or citizen of the Requesting Participant in the same circumstances.

PARAGRAPH 10 CONFIDENTIALITY

1 All information provided and received by the competent authorities of the Participants will be kept confidential.

2 Such information will be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the Participant concerned with the purposes specified in paragraph 1 and used by such persons or authorities only for such purposes. For these purposes, information may be disclosed in public court proceedings or in judicial decisions.

3 Such information may not be used for any purpose other than for the purposes stated in paragraph 1 without the express written consent of the competent authority of the Requested Participant.

4 Information provided to a Requesting Participant under this Arrangement will not be disclosed to any other jurisdiction.

PARAGRAPH 11 SAFEGUARDS

The rights and safeguards secured to persons by the laws or administrative practices of the Requested Participant remain applicable. However, the Requested Participant will nevertheless use its best endeavours to ensure that the effective exchange of information is not unduly prevented or delayed.

PARAGRAPH 12

COSTS

Incidence of costs incurred in providing assistance will be decided by the competent authorities of the Participants.

PARAGRAPH 13

IMPLEMENTING LEGISLATION

The Participants will enact any legislation necessary to comply with, and give effect to, the provisions of this Arrangement.

PARAGRAPH 14

DISPUTES

1 Where difficulties or doubts arise between the Participants regarding the implementation or interpretation of this Arrangement, the competent authorities will use their best endeavours to resolve the matter through consultation.

2 In addition to the endeavours referred to in sub-paragraph 1, the competent authorities of the Participants may jointly decide on the procedures to be used under paragraphs 5, 6, 7, 8 and 12.

3 The competent authorities of the Participants may communicate with each other directly for the purposes of this Arrangement.

4 The Participants may also decide on other forms of dispute resolution.

PARAGRAPH 15
EFFECTIVE DATE

This Arrangement is subject to the procedures for approval by the Participants. Letters confirming that such procedures have been undertaken will be exchanged as soon as possible.

2 This Arrangement will come into operation on the first day of the second month after the later of the dates on which each of the Participants has notified the other in writing that such procedures for approval have been complied with and, upon coming into operation, its provisions will have effect in both Participants:

- a) for criminal tax matters on that date;
- b) for automatic exchange of information under paragraph 6, on that date, but only in respect of taxable periods beginning on or after 1 January 2019; and
- c) for all other matters covered in paragraph 1 on that date, but only in respect of taxable periods beginning on or after that date or, where there is no taxable period, all charges to tax arising on or after that date.

PARAGRAPH 16
TERMINATION

1 This Arrangement will continue in effect indefinitely, but either Participant may terminate the Arrangement by serving a notice of termination in writing through appropriate channels to the competent authority of the other Participant.

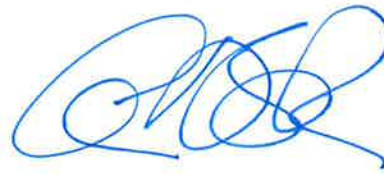
2 Such termination will become effective on the first day of the month following the expiration of a period of six months after the date of receipt of notice of termination by the other Participant.

3 If the Arrangement is terminated the Participants will remain bound by the provisions of paragraph 10 with respect to any information obtained under the Arrangement.

The foregoing represents the understanding reached between the Participants on the matters referred to in this Arrangement.

DONE in duplicate at St Peter Port, Guernsey on this 13th day of February 2020
and at The Valley, Anguilla on this 19th day of February 2020.


FOR THE GOVERNMENT OF
ANGUILLA


FOR THE STATES OF
GUERNSEY