

S.P. 45/17



**St Helena  
Government**

**ST HELENA GOVERNMENT**

**ST HELENA GOVERNMENT GUARANTEE TO CONNECT ST  
HELENA TO SUPPORT THE ST HELENA FISHERIES  
CORPORATION (SHFC)**

Laid on the table 19th December 2017



# GUARANTEE

THIS DEED is dated

19 December 2017

## 1. PARTIES

- (A) CONNECT ST HELENA LTD, Company 82 in the St Helena Company Registry, with registered offices at Canarvon Court, Seales Corner, Jamestown, St Helena Island, STHL 1ZZ. ("Connect")
- (B) ST HELENA GOVERNMENT of The Castle, Grand Parade, Jamestown, St Helena STHL 1ZZ. Fax number: +290 22598 ("the Guarantor")

## 2. BACKGROUND

- (A) The St Helena Fisheries Corporation ("the Corporation") is a statutory body created by the St Helena Fisheries Corporation Ordinance, 1979 with registered office at Jamestown, St Helena STHL1ZZ;
- (B) The Corporation has incurred debts to Connect since 1 November 2015 to 23 October 2017 of £185,000 for utilities consumed in the course of the Corporation's activities;
- (C) The Guarantor has agreed to enter into this Guarantee in order to ensure that Connect continues to provide utilities to the Corporation and the Guarantor agrees to pay to Connect any liabilities of the Corporation's incurred from 24 October 2017 up to a maximum limit established in this Guarantee.

## 3. DEFINITIONS:

- 3.1 "Liabilities" mean all moneys owed by the Corporation to Connect in respect of utilities consumed or on after 24 October 2017.
- 3.2 References in this Guarantee to the plural shall include the singular and *vice versa* and references to any gender shall include all genders.
- 3.3 References in this Guarantee to ordinances or secondary legislation are to those ordinances and secondary legislation as amended and in force from time to time.

## 4. GUARANTEE

### 4.1 The Guarantor irrevocably and unconditionally:-

- (i) guarantees to Connect the prompt performance by the Corporation of the Liabilities up to £100,000 (100,000 Pounds Sterling);
- (ii) undertakes with Connect that whenever the Corporation fails to pay any amount when it falls due in respect of the Liabilities, the Guarantor shall pay within 7 days, on demand in writing, the amount owed up to the aggregate sum and not in excess of £100,000 (100,000 pounds sterling) as specified in clause 4.2 below.

### 4.2 This Guarantee is limited to £100,000 (100,000 pounds sterling) in respect of the Liabilities plus interest, charges and expenses which Connect may reasonably incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any monies due under this Guarantee.

### 4.3 The Guarantor represents and warrants to Connect that:-

- (i) the Guarantor has power to enter into and perform this Guarantee and has taken all necessary steps under section 112 of the St Helena, Ascension and Tristan da Cunha Constitution Order 2009 to authorise the execution, delivery and performance of this Guarantee;

(ii) the Guarantor's obligations under this Guarantee are legal, valid and binding upon it and enforceable in accordance with their terms;

(ii) the execution, delivery and performance of this Guarantee would not contravene any law or regulation to which the Guarantor is subject and all governmental or other consents requisite for such execution, delivery and performance are in full force and effect.

4.4 There is no right of assignment under this Guarantee.

**5. AMENDMENTS**

(i) No amendment of this Guarantee shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised signatory).

**6. GOVERNING LAW AND JURISDICTION**

6.1 This Guarantee is governed by, and shall be construed in accordance with, the laws of St Helena.

6.2 The parties to this Guarantee irrevocably agree for the exclusive benefit of Connect that the courts of St Helena are to have jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee and that accordingly any proceeding, suit or action arising out of or in connection with this Guarantee may be brought in such courts.

**7. PRIVACY OF CONTRACT**

(i) A person who is not a party to this Guarantee has no right to enforce any of its terms.

**IN WITNESS whereof the Guarantor has executed and delivered this Guarantee as a deed (or caused the same to be so executed and delivered as a deed) the day and year first above written**

SIGNED AND DELIVERED as a deed )  
for St Helena Government, )  
by Dax Richards )  
Financial Secretary being a person who )  
in accordance with the laws of St Helena )  
is acting under the authority of St Helena Government )

SIGNED in the presence of )  
J Angelo Berbotto )  
Attorney General of St Helena )