



BELIZE

PHILIP S.W.GOLDSOON INTERNATIONAL AIRPORT DEVELOPMENT PROJECT ACT CHAPTER 238:01

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CHAPTER 238:01

**PHILIP S.W. GOLDSON INTERNATIONAL AIRPORT
DEVELOPMENT PROJECT**

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CHAPTER 238:01

PHILIP S.W.GOLDSON INTERNATIONAL AIRPORT DEVELOPMENT PROJECT.

9 of 2004.
S.I. 89 of 2004.

[1st April, 2004]

Short title.

1. This Act may be cited as the Philip S. W. Goldson International Airport Development Project Act.

Interpretation.

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

“Agreement” means the Concession Agreement dated 29th December, 2003, between the Government of Belize, the Belize Airport Concession Company Limited and the Belize Airports Authority including any amendment, modification, replacement or restatement thereof;

“Airport” means the Philip Goldson International Airport, Cap. 238;

“Authority” means the Belize Airports Authority established under the Belize Airports Authority Act;

“Developer” means the Belize Airport Concession Company Limited, a company incorporated under the laws of Belize, and its successors and permitted assigns;

“Management Agreement” means the Management Agreement dated 29th December, 2003, between the Belize Airport Concession Company Limited and the Belize Airport Management Services Limited including any amendment, modification, replacement or restatement thereof;

“Manager” means the Belize Airport Management Services Limited, a company incorporated under the laws of Belize, and its successors and permitted assigns;

“Minister” means the Minister responsible for investment;

“Project” means all the development and infrastructure works described in, contemplated by, and done pursuant to, the Agreement including but not limited to,

- (a) the extension of the runway of the Airport;
- (b) the expansion of the Airport apron;
- (c) the construction and maintenance of road-works associated with the Project;
- (d) the reconfiguration of and expansion to the passenger terminal building at the Airport;
- (e) the improvements to the Airport’s cargo facility;
- (j) the purchase of Airport equipment;
- (g) the development of infrastructure works described as Phases “1a” and “1b”, in the Agreement.

and all other work related to the Airport, including the operation and management of the Airport during the period of the Agreement.

3. Notwithstanding anything to the contrary in the Income and Business Tax Act, Cap. 55, the General Sales Tax Act, Cap. 63, the Customs and Excise Duties Act, Cap.48, the Customs Regulation Act, Cap. 49, the Exchange Control Regulation Act, Cap. 52 and any Regulations made under the said Acts, or in any other law, regulation, rule, order, ordinance or instrument having effect as part of the laws of Belize,

Exemption from taxes and duties.

- (a) the Developer and The Manager shall, subject to section 4 of this Act, be exempt from any taxes, duties of imposts levied or imposed under the aforesaid Acts and other laws; and

(b) the exemption specified in paragraph (a) shall vest in the Developer and the Manager and shall have effect in Belize commencing from the date of commencement of the Agreement and shall continue for so long as the Agreement remains in force and effect, or for a period of twenty years from the date of the Agreement, whichever period occurs sooner.

Extent of exemptions.

4. The exemptions from the taxes and duties granted by section 3 of this Act shall apply only to such activities of the Developer and Manager as relate directly to the Project.

Authority to execute and implement the project.

5. Notwithstanding anything contained in any law to the contrary, the Developer and Manager are hereby authorized, after consultation with the Authority, to proceed with the implementation of the project in accordance with this Act, the Agreement and the Management Agreement.