



Double Tax Agreements (British Virgin Islands) Order 2010

Anand Satyanand, Governor-General

Order in Council

At Wellington this 8th day of June 2010

Present:

His Excellency the Governor-General in Council

Pursuant to section BH 1 of the Income Tax Act 2007, His Excellency the Governor-General, acting on the advice and with the consent of the Executive Council, makes the following order.

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**Agreement between the Government of New Zealand
and the Government of British Virgin Islands for
the allocation of taxing rights with respect to certain
income of individuals**

Order**1 Title**

This order is the Double Tax Agreements (British Virgin Islands) Order 2010.

2 Commencement

This order comes into force on the 28th day after the date of its notification in the *Gazette*.

3 Commencement of agreements

- (1) The agreement set out in Schedule 1 comes into force on the date referred to in Article 14 of the agreement as the date on which the agreement enters into force.
- (2) The agreement set out in Schedule 2 comes into force on the date referred to in Article 8 of the agreement as the date on which the agreement enters into force.

4 Purposes

The arrangements specified in the agreements set out in Schedules 1 and 2 have been negotiated with the British Virgin Islands for 1 or more of the purposes set out in section BH 1(2) of the Income Tax Act 2007.

5 Arrangements to have effect

The arrangements specified in each agreement set out in Schedules 1 and 2 have effect according to the respective agreement.

Schedule 1

cls 3(1), 4, 5

**Agreement between the Government of
New Zealand and the Government of the
British Virgin Islands for the exchange of
information relating to taxes**

Whereas New Zealand and the British Virgin Islands (“the Contracting Parties”) recognise that present legislation already provides a framework for mutual legal assistance and cooperation in the exchange of information in criminal tax matters;

Whereas the Contracting Parties have long been active in international efforts in the fight against financial and other crimes including the targeting of terrorist financing;

Whereas it is acknowledged that the Contracting Parties are competent to negotiate and conclude a tax information exchange agreement;

Whereas the British Virgin Islands on the 2nd April 2002 entered into a formal written commitment to the Organisation for Economic Cooperation and Development’s (OECD) principles of transparency and exchange of information and have subsequently actively participated in the Organisation for Economic Co-operation and Development Global Forum on Taxation;

Whereas the Contracting Parties wish to enhance and facilitate the terms and conditions governing the exchange of information relating to taxes;

Therefore, the Contracting Parties have agreed to conclude the following Agreement which contains obligations on the part of the Contracting Parties only:

Article 1**Scope of agreement**

The competent authorities of the Contracting Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Contracting Parties concerning the taxes and the tax matters covered by this Agreement, 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, or the investigation or prosecution of tax matters in relation to

Article 1—*continued*

such persons. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 8.

Article 2
Jurisdiction

To enable the appropriate implementation of this Agreement, information shall be provided in accordance with this Agreement by the competent authority of the requested party:

- (a) without regard to whether the person to whom the information relates is a resident or national of a Contracting Party, or whether the person by whom the information is held is a resident or national of a Contracting Party; and
- (b) provided that the information is present within the territory, or in the possession or control of a person subject to the jurisdiction, of the Requested Party.

Article 3
Taxes covered

1. The taxes covered by this Agreement are:
 - (a) in the case of New Zealand, taxes of every kind and description;
 - (b) in the case of the British Virgin Islands, such taxes as may from time to time, be imposed by law.
2. This Agreement shall also apply to any identical or substantially similar taxes imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The Agreement shall also apply to such other taxes as may be agreed in an exchange of letters between the Contracting Parties. The competent authorities of the Contracting Parties shall notify each other of any relevant changes to the taxation and related information gathering measures covered by this Agreement.
3. This Agreement shall not apply to taxes imposed by municipalities, local authorities or possessions of a Contracting Party.

Article 4 Definitions

1. In this Agreement—
 - (a) “New Zealand” means the territory of New Zealand but does not include Tokelau; it also includes any area beyond the territorial sea designated under New Zealand legislation and in accordance with international law as an area which New Zealand may exercise sovereign rights with respect to natural resources;
 - (b) “British Virgin Islands” means the territory of the Virgin Islands as referred to in the Virgin Islands Constitution Order 2007;
 - (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 New Zealand, the Commissioner of Inland Revenue or an authorised representative of the Commissioner and for the British Virgin Islands, the Financial Secretary or a person or authority designated by the Secretary in writing;
 - (f) “Contracting Party” means New Zealand or the British Virgin Islands as the context requires;
 - (g) “criminal laws” means all criminal laws designated as such under domestic law irrespective of whether contained in the tax laws, the criminal code or other statutes;

Article 4—*continued*

- (h) “criminal tax matters” means tax matters involving intentional conduct which is liable to prosecution under the criminal laws of the Requesting Party;
- (i) “information” means any fact, statement, document or record in whatever form;
- (j) “information gathering measures” means judicial, regulatory or administrative procedures that enable a Requested Party to obtain and provide the information requested;
- (k) “information subject to legal privilege” means:
 - (i) communications between a professional legal advisor and a client made in connection with the giving of legal advice to the client;
 - (ii) communications between a professional legal advisor and a client or any person representing the client or between such an advisor or the client or any such representative and any other person made in connection with or in contemplation of legal proceedings and for the purposes of such proceedings; and
 - (iii) information enclosed with or referred to in such communications and made:
 - (A) in connection with the giving of legal advice; or
 - (B) in connection with or in contemplation of legal proceedings and for the purposes of such proceedings,when the information is in the possession of a person who is entitled to possession of it. Information held with the intention of furthering a criminal purpose is not subject to legal privilege, and nothing in this Article shall prevent a professional legal advisor from providing the name and address of a client where doing so would not constitute a breach of legal privilege;
- (l) “national” means—
 - (i) in relation to New Zealand, any individual possessing the nationality or citizenship of New

Article 4—*continued*

- Zealand and any legal person, partnership or association deriving its status as such from the laws in force in that Contracting State;
- (ii) in relation to the British Virgin Islands, any person who belongs to the Virgin Islands by virtue of the Virgin Islands Constitution Order 2007 (Statutory Instrument 2007 No. 1678) or has a certificate of residence of the Virgin Islands by virtue of the Immigration and Passport Ordinance (Cap. 130);
- (m) “person” means a natural person, a company or any entity that is treated as a body corporate for tax purposes, or any other body or group of persons;
- (n) “principal class of shares” means the class or classes of shares representing a majority of the voting power and value of the company;
- (o) “professional legal advisor” means an attorney or legal practitioner, solicitor or other admitted legal representative;
- (p) “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;
- (q) “recognised stock exchange” means any stock exchange agreed upon by the competent authorities of the Contracting Parties;
- (r) “Requested Party” means the party to this Agreement which is requested to provide or has provided information in response to a request;
- (s) “Requesting Party” means the party to this Agreement submitting a request for or having received information from the Requested Party;
- (t) “tax” means any tax covered by this Agreement pursuant to Article 3.

Article 4—*continued*

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

Article 5

Exchange of information upon request

1. The competent authority of a Requested Party shall provide upon request in writing by the Requesting Party information for the purposes referred to in Article 1. Such information shall be exchanged without regard to whether the conduct being investigated would constitute a crime under the laws of the Requested Party if it occurred in the territory of the Requested Party. If the information received by the competent authority of the Requested Party is not sufficient to enable it to comply with the request for information, it shall advise the competent authority of the Requesting Party of that fact, with suggestions of the additional information required to enable the effective processing of the request.
2. If the information in possession of the competent authority of the Requested Party is not sufficient to enable it to comply with the request for the information, the Requested Party shall use all relevant information gathering measures to provide the Requesting Party with the information requested, notwithstanding that the Requested Party may not need such information for its own tax purposes.
3. If specifically requested by the competent authority of the Requesting Party, the competent authority of the Requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

Article 5—*continued*

4. Each Contracting Party shall ensure that its competent authority, for the purposes of this Agreement, has the authority to obtain and provide 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) information regarding the legal and beneficial ownership of companies, partnerships, trusts and other persons, including, within the constraints of Article 2, ownership information on all such persons in an ownership chain; in the case of trusts, information on settlors, trustees, beneficiaries and protectors. Further, this Agreement does not create an obligation on the Contracting Parties to obtain or provide 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.
5. The competent authority of the Requesting Party shall provide the following information to the competent authority of the Requested Party when making a request for information under this Agreement, in order to demonstrate the foreseeable relevance of the information to the request:
 - (a) the identity of the person under examination or investigation;
 - (b) the period for which the information is requested;
 - (c) the nature and type of the information requested, including a description of the specific evidence, information or other assistance sought, and the form in which the Requesting Party wishes to receive the information;
 - (d) the tax purposes for which the information is sought;
 - (e) reasonable grounds for believing that the information requested is present in the territory of the Requested Party or is in the possession or control of a person subject to the jurisdiction of the Requested Party and may be foreseeably relevant to the tax purpose of the request;

Article 5—*continued*

- (f) to the extent known, the name and address of any person believed to be in possession or control of the information requested;
 - (g) a declaration that the request conforms to the law and administrative practice of the Requesting Party and would be obtainable by the Requesting Party under its laws in similar circumstances, both for its own tax purposes and in response to a valid request from the Requested Party under this Agreement;
 - (h) a statement that the Requesting Party has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.
6. The competent authority of the Requested Party shall forward the requested information as promptly as possible to the competent authority of the Requesting Party. To ensure a prompt response, the competent authority of the Requested Party shall:
- (a) confirm receipt of a request in writing to the competent authority of the Requesting Party, and shall notify the competent authority of the Requesting Party of any deficiencies in the request within 60 days of receipt of the request.
 - (b) if the competent authority of the Requested Party has been unable to obtain and provide the information requested within 90 days of receipt of the request, or if obstacles are encountered in furnishing the information, or if the competent authority of the Requested Party refuses to provide the information, it shall immediately inform the competent authority of the Requesting Party and explain the reasons for its inability or the obstacles or its refusal.

Article 6

Tax examinations or investigations abroad

1. The Requested Party may, to the extent permitted under its domestic laws, following reasonable notice of not less than 14 days from the Requesting Party, allow representatives of

Article 6—*continued*

the competent authority of the Requesting Party to enter the territory of the Requested Party in connection with a request to interview persons and examine records with the prior written consent of the persons concerned. The competent authority of the Requesting Party shall notify the competent authority of the Requested Party of the time and place of the meeting with the persons concerned.

2. At the request of the competent authority of the Requesting Party, the competent authority of the Requested Party, in accordance with its domestic laws, may permit representatives of the competent authority of the Requesting Party to be present when a tax examination is being carried out in the territory of the Requested Party.
3. If the request referred to in paragraph 2 is granted, the competent authority of the Requested Party conducting the examination shall, as soon as possible, notify the competent authority of the Requesting Party of the time and place of the examination, the authority or person authorised to carry out the examination and the procedures and conditions required by the Requested Party for the conduct of the examination. All decisions regarding the conduct of the examination shall be made by the Requested Party conducting the examination, in accordance with its domestic laws.

Article 7

Possibility of declining a request

1. The competent authority of the Requested Party may decline to assist:
 - (a) where the request is not made in conformity with this Agreement;
 - (b) where the Requesting Party has not pursued all means available in its own territory, except where recourse to such means would give rise to disproportionate difficulty; or

Article 7—*continued*

- (c) where the disclosure of the information requested would be contrary to the public policy (*ordre public*) of the Requested Party.
2. This Agreement shall not impose upon a Contracting Party any obligation to provide information subject to legal privilege, or information that would disclose any trade, business, industrial, commercial or professional secret or trade process. Information described in paragraph 4 of Article 5 shall not by reason of that fact alone constitute such a secret or process.
 3. A request for information shall not be refused on the ground that the tax liability or claim giving rise to the request is disputed by the taxpayer.
 4. The Requested Party shall not be required to obtain and provide information that the Requesting Party would be unable to obtain in similar circumstances:
 - (a) under its own laws for the purpose of the enforcement or administration of its own tax laws; or
 - (b) in response to a valid request from the Requested Party under this Agreement.
 5. The Requested Party may decline a request for information if the information is requested by the Requesting Party to administer or enforce a provision of the tax law of the Requesting Party, or any requirement connected therewith, which discriminates against a national of the Requested Party as compared with a national of the Requesting Party in the same circumstances.

Article 8

Confidentiality

1. All information provided and received by the competent authorities of the Contracting Parties shall be kept confidential and may be disclosed only to persons or authorities (including courts and administrative bodies and, in the case of the British Virgin Islands, a select committee of the House of Assembly) officially concerned with the purposes specified in Article 1, and used by such persons or authorities only for such purposes

Article 8—*continued*

or for oversight purposes, including the determination of any appeal. For these purposes, information may be disclosed in public court proceedings or in judicial proceedings.

2. The information may not be disclosed to any other person or entity or authority without the express written consent of the competent authority of the Requested Party.
3. Information provided to a Requesting Party shall not be disclosed to any other jurisdiction.

Article 9
Safeguards

Nothing in this Agreement shall affect the rights and safeguards secured to persons by the laws or administrative practice of the Requested Party. The rights and safeguards may not be applied by the Requested Party in a manner that unduly prevents or delays effective exchange of information.

Article 10
Administrative costs

Costs incurred in providing assistance (including reasonable costs of third parties and external advisors in connection with litigation or otherwise) shall be borne in accordance with a Memorandum of Understanding to be determined by the competent authorities of the Contracting Parties.

Article 11
No prejudicial or restrictive measures

1. Neither of the Contracting Parties shall apply prejudicial or restrictive measures based on harmful tax practices to residents or nationals of either Contracting Party so long as this Agreement is in force and effective.
2. A “prejudicial or restrictive measure based on harmful tax practices” is a measure applied by one Contracting Party to residents or nationals of either Contracting Party on the basis that the other Contracting Party does not engage in effective

Article 11—*continued*

exchange of information and/or because it lacks transparency in the operation of its laws, regulations or administrative practices, or on the basis of no or nominal taxes and one of the preceding criteria.

3. Without limiting the generality of paragraph 2, the term “prejudicial or restrictive measure” includes the denial of a deduction, credit or exemption, the imposition of a tax, charge or levy, or special reporting requirements.

Article 12

Implementing legislation

The Contracting Parties shall (where they have not already done so) enact any legislation necessary to comply with, and give effect to, the terms of this Agreement.

Article 13

Mutual agreement procedure

1. Where difficulties or doubts arise between the Contracting Parties regarding the implementation or interpretation of this Agreement, the respective competent authorities shall use their best efforts to resolve the matter by mutual agreement.
2. In addition to the endeavours referred to in paragraph 1, the competent authorities of the Contracting Parties may mutually determine the procedures to be used under Articles 5 and 6.
3. The competent authorities of the Contracting Parties may communicate with each other directly for the purposes of this Agreement.
4. The Contracting Parties may also agree in writing on other forms of dispute resolution.

Article 14

Entry into force

The Government of New Zealand and the Government of the British Virgin Islands shall notify each other in writing through the appropriate channel of the completion of their constitutional and legal pro-

Article 14—*continued*

cedures for the entry into force of this Agreement. This Agreement shall enter into force on the date of the last notification, and the provisions of this Agreement shall thereupon have effect from 1 January following entry into force.

Article 15
Termination

1. This Agreement shall remain in force until terminated by either Contracting Party.
2. Either Contracting Party may terminate this Agreement by giving notice of termination in writing through the appropriate channel. Such termination shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of the notice of termination by the other Contracting Party.
3. Notwithstanding any termination of this Agreement the Contracting Parties shall remain bound by the provisions of Article 8 with respect to any information obtained under this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised in that behalf by the respective parties, have signed this Agreement. Signed by the Contracting Parties at Washington DC this 13th day of August, 2009 in the English language.

For the Government of
New Zealand:
Name: Roy Ferguson
Position: Ambassador

For the Government of the
British Virgin Islands:
Name: Ralph T. O'Neal
Position: Honourable Premier

Schedule 2

cls 3(2), 4, 5

**Agreement between the Government of
New Zealand and the Government of
British Virgin Islands for the allocation
of taxing rights with respect to certain
income of individuals**

The Government of New Zealand and the Government of the British Virgin Islands (“the Contracting Parties”):

Recognising that the Contracting Parties have concluded an Agreement for the Exchange of Information Relating to Taxes; and

Desiring to conclude an Agreement for the allocation of taxing rights with respect to certain income of individuals;

Have agreed as follows:

Article 1**Persons covered**

This Agreement shall apply to persons who are residents of one or both of the Contracting Parties.

Article 2**Taxes covered**

1. The existing taxes to which this Agreement shall apply are:
 - (a) in New Zealand, the income tax,
(hereinafter referred to as “New Zealand tax”).
 - (b) in the British Virgin Islands, such taxes on income or profits as imposed by law,
(hereinafter referred to as “British Virgin Islands tax”).
2. This Agreement shall also apply to any identical or substantially similar taxes which are imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting Parties shall notify each other within a reasonable period of time of any substantial changes to the taxation laws covered by this Agreement.
3. This Agreement shall not apply to taxes imposed by municipalities, local authorities or possessions of a Contracting Party.

Article 3 Definitions

1. For the purposes of this Agreement, unless the context otherwise requires:
 - (a) the term “New Zealand” means the territory of New Zealand but does not include Tokelau; it also includes any area beyond the territorial sea designated under New Zealand legislation and in accordance with international law as an area in which New Zealand may exercise sovereign rights with respect to natural resources;
 - (b) the term “British Virgin Islands” means the territory of the Virgin Islands as referred to in the Virgin Islands Constitution Order 2007;
 - (c) the term “competent authority” means in the case of New Zealand the Commissioner of Inland Revenue or an authorised representative of the Commissioner and, in the case of the British Virgin Islands, the Financial Secretary or a person or authority designated by the Financial Secretary in writing;
 - (d) the term “Contracting Party” means New Zealand or the British Virgin Islands, as the context requires;
 - (e) the term “national” means:
 - (i) in relation to New Zealand, any person who is a New Zealand citizen;
 - (ii) in relation to the British Virgin Islands, any person who belongs to the Virgin Islands by virtue of the Virgin Islands Constitution Order 2007 (Statutory Instrument 2007 No. 1678) or has a certificate of residence of the Virgin Islands by virtue of the Immigration and Passport Ordinance (Cap.130); and any legal person, partnership, association or other entity deriving its status as such from the laws in force in the Virgin Islands;
 - (f) the term “person”, wherever used, refers to an individual;
 - (g) the term “tax” means New Zealand tax or British Virgin Islands tax as the context requires.

Article 3—*continued*

2. As regards the application of this Agreement at any time by a Contracting Party, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Contracting Party, for the purposes of the taxes to which this Agreement applies, with any meaning under the applicable tax laws of that Contracting Party prevailing over a meaning given to the term under other laws of that Contracting Party.

Article 4
Resident

1. For the purposes of this Agreement, the term “resident of a Contracting Party” means:
 - (a) in the case of New Zealand, a person who is a resident of New Zealand for the purposes of New Zealand tax; and
 - (b) in the case of the British Virgin Islands, a person who is liable to pay tax under British Virgin Islands law.
2. A person is not a resident of a Contracting Party for the purposes of this Agreement if the person is liable to tax in that Contracting Party in respect only of income from sources in that Contracting Party.
3. Where by reason of the preceding provisions of this Article a person, being an individual, is a resident of both Contracting Parties, then the person’s status shall be determined as follows:
 - (a) the individual shall be deemed to be a resident only of the Contracting Party in which a permanent home is available to that individual; if a permanent home is available in both Contracting Parties, or in neither of them, that individual shall be deemed to be a resident only of the Contracting Party with which the individual’s personal and economic relations are closer (centre of vital interests);
 - (b) if the Contracting Party in which the individual has their centre of vital interests cannot be determined, the indi-

Article 4—*continued*

- vidual shall be deemed to be a resident only of the Contracting Party of which the individual is a national;
- (c) if the individual is a national of both Contracting Parties or of neither of them, the competent authorities of the Contracting Parties shall endeavour to resolve the question by mutual agreement.

Article 5

Government service

1. (a) Salaries, wages and other similar remuneration (other than pensions) paid by the Government of a Contracting Party to an individual in respect of services rendered to that Government shall be taxable only in that State.
- (b) However, such payments shall be taxable only in the other Contracting Party if the services are rendered in that Contracting Party and the individual is a resident of that Contracting Party who:
 - (i) is a national of that Contracting Party; or
 - (ii) did not become a resident of that Contracting Party solely for the purpose of rendering the services.
2. Notwithstanding the provisions of paragraph 1, payments in respect of services rendered in connection with a business carried on by the Government of a Contracting Party may be taxed in accordance with the laws of a Contracting Party.

Article 6

Students

Payments which a student or business apprentice, who is or was immediately before visiting a Contracting Party a resident of the other Contracting Party and who is temporarily present in the first-mentioned Contracting Party solely for the purpose of their education or training, receives for the purpose of their maintenance, education or training shall not be taxed in that Contracting Party, provided such payments arise from sources outside that Contracting Party.

Article 7

Exchange of information

The competent authorities of the Contracting Parties shall exchange such information as is foreseeably relevant for carrying out the provisions of this Agreement. Information may be exchanged by the competent authorities for the purposes of this Article in accordance with the provisions of the *Agreement between the Government of the British Virgin Islands and the Government of New Zealand on the Exchange of Information Relating to Taxes* (whether or not this Agreement, in whole or in part, forms part of the domestic law of either Contracting Party).

Article 8

Entry into force

The Contracting Parties shall notify each other, in writing, through the appropriate channel of the completion of their constitutional and legal procedures for the entry into force of this Agreement. This Agreement shall enter into force on the date of the last notification, and shall, provided *the Agreement between the Government of the British Virgin Islands and the Government of New Zealand for the Exchange of Information Relating to Taxes* is in force between the Contracting Parties, thereupon have effect:

- (a) in respect of New Zealand tax, for any income year beginning on or after 1 April in the calendar year following the date on which this Agreement enters into force; and
- (b) in respect of British Virgin Islands tax, for any year of income beginning on or after 1 January in the calendar year following the date on which this Agreement enters into force.

Article 9

Termination

1. This Agreement shall continue in force indefinitely, but either of the Contracting Parties may, give to the other Contracting Party through the appropriate channel written notice of termination
2. Such termination shall become effective:

Article 9—*continued*

- (a) in respect of New Zealand tax, in the income year beginning on or after 1 April in the calendar year following that in which the notice of termination is given;
 - (b) in respect of British Virgin Islands tax, for any income year beginning on or after 1 January in the calendar year following that in which the notice of termination is given.
3. Notwithstanding the provisions of paragraph 1 or 2, this Agreement shall, on receipt through the appropriate channel of written notice of termination of the *Agreement between the Government of the British Virgin Islands and the Government of New Zealand for the Exchange of Information Relating to Taxes*, terminate and cease to be effective on the first day of the month following the expiration of a period of six months after the date of receipt of such notice.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done at Washington DC, this 13th day of August 2009 in the English language.

For the Government of
New Zealand:
Name: Roy Ferguson
Position: Ambassador

For the Government of the
British Virgin Islands:
Name: Ralph T. O’Neal
Position: Honourable Premier

Rebecca Kitteridge,
Clerk of the Executive Council.

Explanatory note

This note is not part of the order, but is intended to indicate its general effect.

This order, which comes into force on the 28th day after the date of its notification in the *Gazette*, gives effect to the following agreements between New Zealand and the British Virgin Islands:

- an agreement relating to the exchange of information between the parties for the purpose of administering and enforcing domestic law relating to taxes;
- an agreement for the allocation of taxing rights with respect to certain income of individuals.

Each agreement comes into force on the date of the last notification by the parties that domestic procedures for bringing the respective agreement into force have been completed.

Once they have entered into force, the agreements have effect in relation to the exchange of information relating to taxes and the allocation of taxing rights despite anything in the Income Tax Act 2007, any other Inland Revenue Act, the Official Information Act 1982, or the Privacy Act 1993.

Issued under the authority of the Acts and Regulations Publication Act 1989.
Date of notification in *Gazette*: 10 June 2010.
This order is administered by the Inland Revenue Department.
