



The Gibraltar Parliament

WRITTEN

QUESTION No: W22/2023

Questioner: The Hon E J Reyes

Can Government provide details in respect Qualifications obtained so far in 2023 by trainees at both Training Centres?

ANSWER

Construction Training centre.

Level I Multi-Trades 27 candidates

Engineering Training centre

Level II Performing Engineering Operations

Mechanical 6 candidates
Electrical 4 candidates

Level III Engineering Maintenance

Mechanical 1 candidate
Electrical 2 candidates
Fabrication & welding 1 candidate



The Gibraltar Parliament

WRITTEN

QUESTION No: W23/2023

Questioner: The Hon E J Reyes

Can Government provide details in respect of NVQ Courses currently being undertaken by Trainees at both Training Centres, indicating estimated completion dates of said courses and qualifications to be obtained?

ANSWER

2 x NVQ Level 3 Diploma in Fabrication & Welding

Expected termination date: November 2023

12 x NVQ Level 3 Diploma in Electrical Engineering
8 x NVQ Level 3 Diploma in Mechanical Engineering

Expected termination dates: November 2023 & 2024

27 x NVQ Level 2 Diploma in Construction Multi-Trades

Expected termination dates: 2023 & 2025



The Gibraltar Parliament

WRITTEN

QUESTION No: W24/2023

Questioner: The Hon R M Clinton

Can Government please provide a breakdown of where and how all the monies deposited in the Gibraltar Savings Bank have been invested and the rate of return on each of these investments as at 31 March 2023?

ANSWER

The average yield in respect of the different categories of investment vehicles held by the Savings Bank Fund for the month in question are as follows:-

On-call accounts with the Bank of New York, Bank of England and Gibraltar Banks had an average yield of around 3.88%. The Gibraltar Banks were Barclays Bank, National Westminster Bank, Trusted Novus Bank, Gibraltar International Bank, Kleinwort Hambros Bank and MoneyCorp Bank.

Floating Rates Notes and other Fixed Interest Notes quoted on the London Stock Exchange had an average yield of around 5.52%. These were issued by the following:- Bank of China/London FRN, Banque Fed Cred Mutuel FRN, UK Muni Bonds Agency FRN, Aareal Bank AG FRN, Bank of Nova Scotia FRN, United Overseas Bank FRN, Siemens Financieringsmat, Lloyds Bk Corp Mkts PLC, Coventry Bldg Society, Volkswagen Fin Services NV, BASF SE, BG Energy Capital PLC, Toyota Motor Finance BV, DNBNO, BP Capital Markets PLC, TD, Natwest Markets PLC, Kommunekredit, IFFIM, Royal Bank of Canada FRN, Dexia Credit Local, VW, National Grid PLC, Banco Santander SA, General Motors Finl Co, Deutsche Bank AG, Commerzbank AG, Bank of America Corp, Credit Suisse Group AG, Hammerson PLC, Oekb Oest. Kontrollbank, Goldman Sachs Group Inc, Nestle Holdings Inc, JP Morgan Chase & Co, Volkswagen Fin Serv, Natl Grid Elect Trans, AT&T Inc, SCTWID, L-Bank BW Forderbank, Lloyds Banking Group PLC, BP Capital Markets PLC, Wells Fargo & Company, BNP Paribas, BAT Capital Markets PLC, BAT Capital Corp, Skipton Building Society, HSBC, Nationwide Bldg Society, Kommunalbanken AS.

HM Government of Gibraltar Debentures with Monthly Income Debentures at a 6% return and 5 Year Fixed Term Monthly Income Debentures with a return of 7.30%.

Limited Company Debentures each with a return of 3%, 3.25, 4%, 4.5%, 5% and 6%.

The schedule of investments showing the position is attached.

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Continued Answer to Question W24/2023

SAVINGS BANK FUND STATEMENT OF INVESTMENTS ON 31 MARCH 2023

DESCRIPTION OF STOCK	NOMINAL VALUE	PRICE / ACCRUED INTEREST %	VALUE / ACCRUED INTEREST	TOTAL VALUE ON 31/03/2023
BANK OF CHINA/LONDON FRN 10/08/23	£1,000,000.00	99.849 0.604	£998,490.00 £6,044.08	£1,004,534.08
BANQUE FED CRED MUTUEL FRN 26/01/25	£1,000,000.00	99.391 0.760	£993,910.00 £7,599.69	£1,001,509.69
UK MUNI BONDS AGENCY FRN 12/03/25	£300,000.00	100.367 0.234	£301,101.00 £701.93	£301,802.93
AAREAL BANK AG FRN 29/04/25	£1,300,000.00	100.811 0.799	£1,310,543.00 £10,385.45	£1,320,928.45
BANK OF NOVA SCOTIA FRN 22/06/26	£1,000,000.00	101.218 0.122	£1,012,180.00 £1,222.07	£1,013,402.07
UNITED OVERSEAS BANK FRN 21/09/26	£1,000,000.00	101.127 0.136	£1,011,270.00 £1,357.16	£1,012,627.16
SIEMENS FINANCIERINGSMAT 0.875% 05/06/23	£1,000,000.00	99.294 0.717	£992,940.00 £7,167.81	£1,000,107.81
LLOYDS BK CORP MKTS PLC 1.5% 23/06/23	£800,000.00	99.134 0.404	£793,072.00 £3,230.77	£796,302.77
COVENTRY BLDG SOCIETY 1.875% 24/10/23	£1,000,000.00	98.040 0.814	£980,400.00 £8,138.74	£988,538.74
VOLKSWAGEN FIN SERVICES NV 1.625% 10/02/24	£1,000,000.00	96.989 0.218	£969,890.00 £2,181.51	£972,071.51
BASF SE 1.75% 11/03/25	£1,000,000.00	94.205 0.096	£942,050.00 £956.28	£943,006.28
BG ENERGY CAPITAL PLC 5.125% 01/12/25	£900,000.00	100.986 1.685	£908,874.00 £15,164.38	£924,038.38
TOYOTA MOTOR FINANCE BV 4.625% 08/06/26	£900,000.00	99.788 1.432	£898,092.00 £12,886.64	£910,978.64
DNBNO 2.625 10/06/26	£1,000,000.00	94.833 2.114	£948,330.00 £21,143.84	£969,473.84
BP CAPITAL MARKETS PLC 2.274% 03/07/26	£900,000.00	93.548 0.547	£841,932.00 £4,918.62	£846,850.62
TD 2.875 05/04/27	£1,000,000.00	91.492 2.836	£914,920.00 £28,356.16	£943,276.16
NATWEST MARKETS PLC 6.375% 08/11/27	£900,000.00	104.143 2.498	£937,287.00 £22,478.42	£959,765.42
KOMMUNEKREDIT 0.375% 15/11/24	£1,100,000.00	93.535 0.140	£1,028,885.00 £1,536.99	£1,030,421.99
IFFIM 2.75% 07/06/25	£800,000.00	96.797 1.868	£774,376.00 £14,947.95	£789,323.95
BANK OF CHINA/LONDON FRN 10/08/23	£3,000,000.00	100.000 0.604	£3,000,000.00 £18,132.23	£3,018,132.23
ROYAL BANK OF CANADA FRN 30/01/25	£2,000,000.00	100.311 0.712	£2,006,227.08 £14,235.16	£2,020,462.24
AAREAL BANK AG FRN 29/04/25	£6,000,000.00	101.469 0.799	£6,088,110.73 £47,932.87	£6,136,043.60
UNITED OVERSEAS BANK FRN 21/09/26	£3,000,000.00	102.439 0.136	£3,073,165.30 £4,071.48	£3,077,236.78
DEXIA CREDIT LOCAL 0.5% 22/07/23	£3,000,000.00	99.770 0.345	£2,993,106.16 £10,356.16	£3,003,462.32
VW 1.125 18/09/23	£7,000,000.00	100.115 0.598	£7,008,055.73 £41,856.16	£7,049,911.89
NATIONAL GRID PLC 3.625% 06/11/23	£5,000,000.00	101.437 1.440	£5,071,839.89 £72,003.42	£5,143,843.31
BANCO SANTANDER SA 1.375% 31/07/24	£5,000,000.00	99.816 0.915	£4,990,777.54 £45,770.55	£5,036,548.09
GENERAL MOTORS FINL CO 06/09/24	£7,000,000.00	101.716 1.270	£7,120,138.04 £88,890.41	£7,209,028.45
DEUTSCHE BANK AG 2.625% 16/12/24	£7,000,000.00	102.397 0.755	£7,167,768.00 £52,859.59	£7,220,627.59
COMMERZBANK AG 1.75% 22/01/25	£5,000,000.00	95.402 0.326	£4,770,094.38 £16,301.37	£4,786,395.75
BANK OF AMERICA CORP 2.3% 25/07/25	£5,000,000.00	102.475 1.569	£5,123,750.00 £78,452.05	£5,202,202.05
CREDIT SUISSE GROUP AG 2.125% 12/09/25	£7,000,000.00	101.714 1.164	£7,119,998.15 £81,506.85	£7,201,505.00

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Continued Answer to Question W24/2023

SAVINGS BANK FUND STATEMENT OF INVESTMENTS ON 31 MARCH 2023

DESCRIPTION OF STOCK	NOMINAL VALUE	PRICE / ACCRUED INTEREST %	VALUE / ACCRUED INTEREST	TOTAL VALUE ON 31/03/2023
HAMMERSON PLC 3.5% 27/10/25	£7,000,000.00	103.726 1.486	£7,260,846.19 £104,041.10	£7,364,887.29
OEKB OEST. KONTROLLBANK 0.5% 15/12/25	£1,800,000.00	99.911 0.145	£1,798,391.77 £2,613.70	£1,801,005.47
GOLDMAN SACHS GROUP INC 1% 16/12/25	£7,000,000.00	99.969 0.288	£6,997,841.63 £20,136.99	£7,017,978.62
NESTLE HOLDINGS INC 0.625% 18/12/25	£2,000,000.00	99.823 0.176	£1,996,455.72 £3,527.40	£1,999,983.12
JP MORGAN CHASE & CO 0.991% 28/04/26	£7,000,000.00	100.153 0.915	£7,010,716.28 £64,048.47	£7,074,764.75
VOLKSWAGEN FIN SERV 1.125% 05/07/26	£3,000,000.00	99.631 0.829	£2,988,918.89 £24,873.29	£3,013,792.18
NATL GRID ELECT TRANS 1.375% 16/09/26	£2,000,000.00	90.295 0.738	£1,805,904.58 £14,767.12	£1,820,671.70
AT&T INC 2.9% 04/12/26	£4,500,000.00	104.833 0.930	£4,717,478.33 £41,831.51	£4,759,309.84
SCTWID 5.5 16/06/23	£7,000,000.00	100.295 4.340	£7,020,684.31 £303,780.82	£7,324,465.13
LLOYDS BK CORP MKTS PLC 1.5% 23/06/23	£1,000,000.00	99.861 0.404	£998,608.92 £4,038.46	£1,002,647.38
L-BANK BW FORDERBANK 1.375% 15/12/23	£7,000,000.00	100.638 0.399	£7,044,683.82 £27,952.05	£7,072,635.87
LLOYDS BANKING GROUP PLC 2.25% 16/10/24	£6,500,000.00	97.907 1.023	£6,363,944.71 £66,513.70	£6,430,458.41
BP CAPITAL MARKETS PLC 2.03% 14/02/25	£2,400,000.00	102.382 0.252	£2,457,170.27 £6,056.35	£2,463,226.62
SIEMENS FINANCIERINGSMAT 1% 20/02/25	£3,000,000.00	100.645 0.107	£3,019,341.62 £3,205.48	£3,022,547.10
WELLS FARGO & COMPANY 2% 28/07/25	£4,000,000.00	97.151 1.348	£3,886,041.85 £53,917.81	£3,939,959.66
BNP PARIBAS 3.375 23/01/26	£7,000,000.00	102.963 0.620	£7,207,414.34 £43,366.44	£7,250,780.78
DNBNO 2.625 10/06/26	£5,000,000.00	95.811 2.114	£4,790,540.11 £105,719.18	£4,896,259.29
BP CAPITAL MARKETS PLC 2.274% 03/07/26	£2,000,000.00	93.035 0.547	£1,860,692.50 £10,930.28	£1,871,622.78
BAT CAPITAL CORP 4 04/09/26	£6,500,000.00	97.288 2.279	£6,323,701.96 £148,164.38	£6,471,866.34
SKIPTON BUILDING SOCIETY 2% 02/10/26	£5,000,000.00	101.896 0.989	£5,094,819.12 £49,450.55	£5,144,269.67
HSBC 2.256 13/11/26	£3,500,000.00	93.881 0.853	£3,285,843.59 £29,853.37	£3,315,696.96
HSBC 1.75 24/07/27	£1,500,000.00	88.529 1.199	£1,327,929.45 £17,979.45	£1,345,908.90
NATIONWIDE BLDG SOCIETY 6.178% 07/12/27	£200,000.00	100.000 1.930	£200,000.00 £3,859.13	£203,859.13
KOMMUNEKREDIT 0.375% 15/11/24	£4,000,000.00	99.963 0.140	£3,998,503.26 £5,589.04	£4,004,092.30
KOMMUNALBANKEN AS 1.5% 15/12/23	£5,000,000.00	100.910 0.436	£5,045,482.64 £21,780.82	£5,067,263.46
BANK OF NEW YORK GBP A/C	£714,550.93	100.000	£714,550.93 £51,754.52	£766,305.45
GOVERNMENT OF GIBRALTAR MONTHLY INCOME DEBENTURES	£147,700,000.00	100.000	£147,700,000.00 £752,662.95	£148,452,662.95
GOVERNMENT OF GIBRALTAR DEBENTURE	£100,000,000.00	100.000	£100,000,000.00 £2,991,781.52	£102,991,781.52
GOVERNMENT OF GIBRALTAR FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 10 OCTOBER 2024	£75,000,000.00	100.000	£75,000,000.00 £453,698.60	£75,453,698.60
GOVERNMENT OF GIBRALTAR FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 29 JUNE 2025	£50,000,000.00	100.000	£50,000,000.00 £302,465.66	£50,302,465.66

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Continued Answer to Question W24/2023

SAVINGS BANK FUND STATEMENT OF INVESTMENTS ON 31 MARCH 2023

DESCRIPTION OF STOCK	NOMINAL VALUE	PRICE / ACCRUED INTEREST %	VALUE / ACCRUED INTEREST	TOTAL VALUE ON 31/03/2023
CREDIT FINANCE COMPANY LTD FIXED TERM MONTHLY INCOME DEBENTURE 1 APRIL 2024	£9,250,000.00	100.000	£9,250,000.00 £39,280.72	£9,289,280.72
CREDIT FINANCE COMPANY LTD FIXED TERM 10 YEAR MONTHLY INCOME DEBENTURE 1 JANUARY 2029	£9,250,000.00	100.000	£9,250,000.00 £47,137.05	£9,297,137.05
CREDIT FINANCE COMPANY LTD FIXED TERM 10 YEAR MONTHLY INCOME DEBENTURE 1 JANUARY 2031	£3,750,000.00	100.000	£3,750,000.00 £19,109.64	£3,769,109.64
CREDIT FINANCE COMPANY LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 1 FEBRUARY 2025	£5,000,000.00	100.000	£5,000,000.00 £19,109.64	£5,019,109.64
CREDIT FINANCE COMPANY LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 1 APRIL 2025	£10,000,000.00	100.000	£10,000,000.00 £38,219.28	£10,038,219.28
CREDIT FINANCE COMPANY LTD FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 1 APRIL 2024	£65,000,000.00	100.000	£65,000,000.00 £220,821.99	£65,220,821.99
CREDIT FINANCE COMPANY LTD FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 1 APRIL 2024	£40,750,000.00	100.000	£40,750,000.00 £173,047.89	£40,923,047.89
CREDIT FINANCE COMPANY LTD FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 1 APRIL 2024	£275,000,000.00	100.000	£275,000,000.00 £1,401,369.88	£276,401,369.88
GIBRALTAR NATIONAL MINT LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 1 MAY 2023	£500,000.00	100.000	£500,000.00 £1,698.49	£501,698.49
GSBA LTD FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 1 DECEMBER 2024	£20,000,000.00	100.000	£20,000,000.00 £101,917.77	£20,101,917.77
GSBA LTD FIXED TERM 5 YEAR MONTHLY INCOME DEBENTURE 1 MARCH 2025	£20,000,000.00	100.000	£20,000,000.00 £101,917.77	£20,101,917.77
GIBRALTAR PROPERTIES LTD MONTHLY INCOME DEBENTURE	£10,000,000.00	100.000	£10,000,000.00 £25,479.52	£10,025,479.52
GIBRALTAR PROPERTIES LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 20 JUNE 2025	£20,000,000.00	100.000	£20,000,000.00 £55,205.42	£20,055,205.42
GIBRALTAR PROPERTIES LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 15 AUG 2025	£10,000,000.00	100.000	£10,000,000.00 £27,602.71	£10,027,602.71
GIBRALTAR PROPERTIES LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 1 NOVEMBER 2025	£10,000,000.00	100.000	£10,000,000.00 £27,602.71	£10,027,602.71
GIBRALTAR PROPERTIES LTD FIXED TERM 3 YEAR MONTHLY INCOME DEBENTURE 15 DECEMBER 2025	£20,000,000.00	100.000	£20,000,000.00 £55,205.42	£20,055,205.42
GIBTELECOM LTD - ORDINARY SHARES	£15,000.00	503985.271	£75,597,790.66	£75,597,790.66
GSBA LTD - ORDINARY SHARES	£11,000,000.00	100.000	£11,000,000.00	£11,000,000.00
VISA - SHAREHOLDING	£7.92	1928612.500	£152,746.11	£152,746.11
CREDIT FINANCE COMPANY LTD - SHAREHOLDING ACCOUNT	£1.00	100.000	£1.00	£1.00
BANK OF ENGLAND	£42,163,727.71	100.000	£42,163,727.71 £9,663.76	£42,173,391.47
BARCLAYS BANK PLC	£15,055,036.12	100.000	£15,055,036.12 £13,877.99	£15,068,914.11
NATIONAL WESTMINSTER OFFSHORE LTD	£326,455,363.99	100.000	£326,455,363.99 £3,887,888.13	£330,343,252.12
TRUSTED NOVUS BANK	£439,996.21	100.000	£439,996.21 £1,416.68	£441,412.89
GIBRALTAR INTERNATIONAL BANK	£20,089,124.87	100.000	£20,089,124.87	£20,089,124.87
KLEINWORT HAMBROS BANK	£20,908,286.79	100.000	£20,908,286.79 £34,267.64	£20,942,554.43
MONEYCORP BANK	£7,232,414.27	100.000	£7,232,414.27 £23,793.18	£7,256,207.45
CASH IN HAND	£12,137,380.64	100.000	£12,137,380.64	£12,137,380.64



The Gibraltar Parliament

WRITTEN

QUESTION No: W25/2023

Questioner: The Hon R M Clinton

Can the Government please provide a breakdown with maturity details, monetary amount and interest rates of Gibraltar Savings Bank Debentures or other debt security as at 31 March 2023?

ANSWER

As at the 31 March 2023 the maturity rates and interest rates were:

<u>Security</u>	<u>Interest Rate</u>
One Month Debenture	0.75% and 2%
Debenture 2023	2%, 3%, 3.75% and 5%
Debenture 2024	1.5%, 3%, 3.75% and 5%
Debenture 2025	1.5%, 2.25%, 3% and 5%
Debenture 2026	2.5% and 5%
Debenture 2027	2.5%, 4.25% and 5%
Debenture 2028	4.25% and 5%
Debenture 2029	5%
Debenture 2030	5%
Debenture 2031	5%
Debenture 2032	5%
Debenture 2033	5%

Ordinary Deposits	0.75%
Other Bonds	5%, 8% and 11%
On Call Investment Accounts	2%

	<u>Amount</u>
Debentures	£1,097,902,300
On Call Investment Accounts	£ 123,867,285
Ordinary Deposits	£ 108,655,599
Bonds	£ 231,975,740



The Gibraltar Parliament

WRITTEN

QUESTION No: W26/2023

Questioner: The Hon R M Clinton

Can the Government advise the monetary value of Government deposits with the Savings Bank for the following dates?

28 February 2023

31 March 2023

ANSWER

The monetary value of Government deposits with the Savings Bank were:-

28 February 2023

£ 127,183,839.04

31 March 2023

£ 110,743,394.33



The Gibraltar Parliament

WRITTEN

QUESTION No: W27/2023

Questioner: The Hon R M Clinton

Can the Government advise the monetary value of Government deposits with the Gibraltar International Bank for the following dates?

28 February 2023

31 March 2023

ANSWER

Government deposits with the Gibraltar International Bank were:-

28 February 2023

£ 9,678,390.19

31 March 2023

£ 16,374,144.15



The Gibraltar Parliament

WRITTEN

QUESTION No: W28/2023

Questioner: The Hon R M Clinton

Can the Government please advise the total liquid reserves figure and its constituents namely Consolidated fund, Improvement and Development Fund, Government Owned Companies, deposits, contingencies and other funds for the following date?

1 March 2023

1 April 2023

ANSWER

The position as regards the total liquid assets composition, when, where and how these are invested on a particular date chosen by the Member opposite, continues to be as previously stated.



The Gibraltar Parliament

WRITTEN

QUESTION No: W29/2023

Questioner: The Hon R M Clinton

Can the Government please advise how total liquid reserves are invested/held given details of all bank/savings bank accounts and cash held for the following date?

1 March 2023

1 April 2023

ANSWER

The position as regards the total liquid assets composition, when, where and how these are invested on a particular date chosen by the Member opposite, continues to be as previously stated.

**Oral question No. 342/2023 converted into written answer in accordance
with Standing Order 16(2)**



The Gibraltar Parliament

QUESTION No: W30/2023

Questioner: The Hon Ms M D Hassan Nahon

Where does the government stand following the GFA decision to exclude its female national team from international UEFA competitions?

ANSWER

Mr Speaker,

The Ministry of Sports nor the GSLA gets involved in any of the Sporting Association's programmes, development plan or even allocation of facilities. Therefore, the decision not to include the Female National Team in international UEFA competitions is purely for the GFA to value and ultimately decide. Despite this, as a Government we would not tolerate any form of discrimination, abuse or bullying of any sort. Should we receive any formal complaints of discrimination we would investigate via the Gibraltar Sports Advisory Council and decide what form of action to take, if any.

The women of the GFA enjoy the full support of His Majesty's Government and we all look forward to supporting them in future in international competitions.

Oral question No. 351/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W31/2023

Questioner: The Hon Ms M D Hassan Nahon

Can Government confirm what department is responsible for the maintenance of our public clocks?

ANSWER

Mr Speaker,

Gibraltar Mechanical and Electrical Services Ltd – Garage and Workshops (GMESL) is responsible for the maintenance of public clocks under the auspice of the Technical Services Department.

Oral question No. 372/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W32/2023

Questioner: The Hon Ms M D Hassan Nahon

Does Government ensure or guarantee the lighting within our tunnels when power cuts hit?

ANSWER

Mr Speaker,

At present, when power cuts occur, lighting within our tunnels may be affected dependent on the area and extent of the outage.

Whilst the recently inaugurated Kingsway tunnel benefits from a backup supply which is monitored from the tunnel's control room, studies are being undertaken to identify the best backup power supply for the remaining major thoroughfares. These include the Camp Bay tunnels and Keightley Way tunnel.

With regards to Dudley Ward tunnel, works have already commenced to improve the light levels within the tunnel. As part of these works, improvements are also being made to the existing installation by way of a backup system that will ensure the tunnel lights remain turned on during an outage affecting that area.

Oral question No. 373/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W33/2023

Questioner: The Hon Ms M D Hassan Nahon

What has been done to date following Gibraltar's grey listing by the FATF?

ANSWER

Mr Speaker,

On the 24th February 2023 HM GOG issued Press Release number 100/2023.

This Press Release, amongst other things, stated that as at that date:

“1. Supervisors in Gibraltar are now using a range of effective, proportionate, and dissuasive sanctions for AML/CFT breaches.

2. Gibraltar should continue to show that it is able to pursue more final confiscation judgments commensurate with the risk and context of Gibraltar.

In effect, this means that the original Action Plan consisting of two points has now been reduced to one; being the pursuit of more final confiscations.

The Gibraltar authorities will next report on further progress this coming May 2023, which is in accordance with the timeframe set by the FATF.”

I can confirm that Gibraltar authorities have indeed provided a further update on progress with regards to final confiscations and have just recently returned from a face to face meeting in Paris.

I am not able to discuss the substance of what was discussed as this is confidential and subject to non disclosure agreements. A public update will only be possible at the end of the June 2023 plenary of the FATF; once the FATF have issued their conclusions on all countries under review.

Oral question No. 401/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W34/2023

Questioner: The Hon Ms M D Hassan Nahon

How many litter wardens are currently employed by HMGOG?

ANSWER

Mr Speaker,

There are two persons currently employed as Litter Wardens.

Oral question No. 402/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W35/2023

Questioner: The Hon Ms M D Hassan Nahon

Which hours are residents and businesses required by law to place refuse for collection?

ANSWER

Mr Speaker,

The Litter and Nuisance Rules and Regulations 1994 prohibit the placing of refuse at any time other than between 10pm and 4am Sundays to Fridays.

No person should place refuse for collection in Main Street, from its junction with Casemates Hill to its junction with King's Street at any time other than between the hours of 7.30am and 9am from Mondays to Saturdays.

No person should place refuse for collecting in any place other than in such a place, manner and container as may be authorised by the Authority.

This legislation is currently under review. This is because some routes have changed over the past few years from morning to evening routes and vice versa. Also, as a result of new developments, there have been further changes to existing refuse catchment areas and routes. These now need to be reflected in legislation.

As a result of this and other waste issues, the Department of Environment has been conducting an overhaul of all waste legislation (including this one). This exercise will be completed shortly.

Oral question No. 403/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W36/2023

Questioner: The Hon M D Hassan Nahon

Taking into account the current problem in Gibraltar of the accumulation of rubble and building site debris throughout the city, and the issues that will predictably arise from the various reclamation projects in the pipeline; What is the Government planning to do about the disposal of existing and future rubble?

ANSWER

Mr Speaker,

Following Brexit, the Department of the Environment has experienced longer response times in relation to the processing of Transfrontier Shipment of Waste permits (TFSs), which is the requirement governing the movement of waste between states.

At the moment, we are pending renewal of various TFS's for construction rubble.

Until this is resolved, the Government is exploring different options. These include increasing the area of the current Coaling Island reclamation and exporting our rubble by sea to alternative destinations.

The locations used by some contractors which are pursuing their TFS renewals are sites which have been allocated to them by the Government. This includes the current locations at Coaling Island Wharf, the latter being a relocation of a site used by a private contractor at the east side site. Other areas include the Ecopark and the site run by Gibraltar General Support Services Ltd (by the old incinerator site).

At the moment, construction rubble from large developments can be taken to either the MedMarine Site located at Coaling Island, or the site to the east of Catalan Bay which is run by Monteverde and Sons Ltd.

The old incinerator site is no longer receiving rubble from development projects. The accumulated rubble at this site can be assigned in two parts. The larger part has been placed there by Monteverde and Sons and the smaller relates to accumulations of rubble from small contractors doing household alterations. This comes under the site managed by Gibraltar General Support Services Ltd. This area will be reopened shortly to small contractors doing minor household alterations. This is in an attempt to stop fly tipping.

Cont...

Oral question No. 403/2023 converted into written answer in accordance with Standing Order 16(2)

CONTINUED ANSWER TO W36

All these accumulations will be dealt with once the relevant TFSs are received. If these were not to materialise in the near future, the most likely option, and the one for which contingency plans exist, would be, as I mention above, the Coaling Island reclamation.

Oral question No. 404/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W37/2023

Questioner: The Hon Ms M D Hassan Nahon

Of the £3.9million paid for Campion Park, can government break down the costs including subcontractors name and fees etc..

ANSWER

Mr Speaker,

The costs of creating the beautiful Campion Park from what was being used as a carpark, on the site of an old diesel power station, were met by Trusted Novus Bank and not by Government.

These can be broken down into:

1. Project costs, rounded off to the nearest thousand:

Item	Cost (£/1000's)
Contract Preliminaries	377
Design	164
New Link Road from Queensway	336
New public highway footpaths	83
Bus stop works (layby, shelter)	4
Lifts	193
Play Park/Woodland	67
Street Furniture	69
Works to southern area	176
Paved areas (footpaths within the park)	302
Creation of Planted Areas	106
Landscaping (turf and flowers)	121
Landscaping (trees)	275
Lighting	443
Irrigation	93
Infrastructure (directly related to the park)	43
Drainage & Infrastructure (utility services)	176
Over Excavations due to Engine Beds & Soil Contamination	284
Disposal of Contaminated Land	516
Other ancillary items	47

Cont...

Oral question No. 404/2023 converted into written answer in accordance with Standing Order 16(2)

CONTINUED ANSWER TO W37

2. Subcontractors:

This was a Design & Build contract and so the the Main Contractor, GJBS was free to select sub-contractors and suppliers. The following are the main ones used on the project.

Item	Company
Design consultants	GCA Architects/COMOFCO M&E/Belilo / T O'Hare
Lifts	General Lifts
Play Park/Woodland	Haags
Creation of Planted Areas	Sotogarden
Landscaping (turf and flowers)	Greenarc & Inturf Landscapes
Landscaping (trees)	Landform
Lighting	Sheriff Electrical
Irrigation	Inturf Landscapes

The annual cost for the running and maintenance of Champion Park is £130,063.00

The Contract expires in October 2035.

Oral question No. 405/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W38/2023

Questioner: The Hon Ms M D Hassan Nahon

What are the terms of the contract that governs the use of St. Michael's Cave, and does it grant Government vetting rights over what events can be hosted in one of our most iconic landmarks?

ANSWER

Mr Speaker,

I hereby hand over a copy of the contract for the use of St Michael's Cave.

All proposals for events are studied and discussed by the Safety Advisory Group (SAG).



Department of the Environment, Sustainability, Climate Change and Heritage

HM Government of Gibraltar

Dated: 2023

(1) The Department for the Environment, Sustainability, Climate Change and Heritage, for His Majesty's Government of Gibraltar (hereinafter known as the "Supplier")

&

(2) (hereinafter known as the "Customer")

VENUE HIRE AGREEMENT

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CLAUSE

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VENUE HIRE AGREEMENT

Date:

1. This Contract is made up of the following:

(a) The Venue Hire Conditions.

(b) Schedule 1 -The Hire Details.

[(c) Schedule 2 specified in the Hire Details.]

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Agreed terms

1. Interpretation

1.1 In this Contract, the following words and expressions shall have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in Gibraltar, when banks in the jurisdiction are open for business.

Charges: the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Customer and the Supplier for the hire of the Venue and supply of the Services in accordance with the Hire Details, [and] these Venue Hire Conditions [and any Schedules or documents referred to therein].

[**Deposit:** the deposit to secure the booking, as stated in the Hire Details.]

Event: the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.

Hire Period: the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

Services: the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Hire Details.

Third Party Supplier ("TPS"): a Subcontracted Supplier for goods or services that has been, at the request of the Customer, approved in writing by the Supplier, for the purposes of this Agreement.

Venue: the property to be hired by the Customer, as specified in the Hire Details.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. Confirmation of hire

2.1 [Venue bookings shall be held provisionally for [30] calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the Supplier reserves the right to release the provisional booking [without notice to the Customer].]

2.2 If the Venue is booked provisionally within less than 30 days from the date of commencement of the Hire Period, the Deposit must be paid within 2 Business Days.

2.3 This Contract shall come into effect on the date of the Contract [or the date that the Deposit has been paid to the Supplier in cleared funds by the Customer, if later]. Until that time, bookings for hire will be treated as provisional.

3. Co-ordination and supply of services

3.1 The person named as the Customer's Representative in the Hire Details is responsible for the coordination of all necessary arrangements relating to the Event.

3.2 During the Hire Period, both the Customer's Representative and the Supplier's nominated Coordinator shall remain at the Venue and liaise in relation to the conduct of the Event.

3.3 The Customer's representative must be available at all times during the Hire Period.

3.4 The Supplier may supply specified Services to the Customer during the Hire Period, which must be set out and agreed in writing by the parties before the Event.

3.5 In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) [[use reasonable endeavours to] perform the Services in accordance with the service description set out in Schedule 12;]
- (c) comply with all applicable laws, statutes, regulations [and codes] from time to time in force;

- 3.6 The Customer may only use a TPS which has been approved in writing by the Supplier, for the provision of services in connection with the Event. The Customer acknowledges that:
- (a) any agreement with a TPS is solely between the Customer and the relevant TPS;
 - (b) the Supplier shall remain outside the confines of the separate terms and conditions of such an agreement;
 - (c) the Supplier shall not be responsible for the TPS or its performance;
 - (d) the Customer shall take full responsibility for the actions and performance of the TPS, particularly in relation to any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue, and the costs relating to reparations of such damage;
 - (e) the Customer shall be liable to the Supplier for the acts or omissions of such TPS, as if they were acts or omissions of the Customer; and
 - (f) such subcontracting will not relieve the Customer of its obligations to perform under the Agreement.
- 3.7 The Customer must provide the Supplier's Coordinator with a full list of the proposed TPSs and equipment to be brought on site at least two (2) weeks prior to the Event for approval.
- 3.8 The use of the following items are not permitted within the Venue:
- (a) naked flames;
 - (b) strobes;
 - (c) smoke or haze machines;
 - (d) dry ice;
 - (e) internal fireworks;
 - (f) party poppers;
 - (g) crackers;
 - (h) helium balloons; and
 - (i) soil, sand or similar items.
- 3.9 Smoking and vaporising are not permitted within the Venue.
- 3.10 The Customer may play live and pre-recorded music during the Event in accordance with the Performing Rights Society (PRS).
- 3.11 A fee, if applicable, will be the Customer's sole responsibility.

- 3.12 Where the Event incorporates licensable activities, which are not covered by licences held by the Supplier or by a relevant third party, the Customer must obtain the required licences at its own cost and provide copies to the Supplier upon request.
- 3.13 The Customer must return all spectator chairs to the Supplier's original setup after the Hire Period.
- 3.14 The Customer must remove any or all signage it has installed for the Hire Period.
- 3.15 Preparatory works for the event must be carried out outside the Supplier's ordinary business hours, at an agreed fee.

4. Licence and use of Venue

- 4.1 Subject to clause 8, the Supplier grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:
- (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Customer by this agreement; and
 - (b) the Supplier retains control, possession and management of the Venue and the Customer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Hire Period, including to supply any of the Services agreed.
- 4.2 The Customer agrees and undertakes:
- (a) not to use the Venue other than for the type of Event stipulated in the Hire Details;
 - (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other customers of the Supplier, or any owner or occupier of neighbouring property;
 - (c) to comply (and ensure that its staff and agents comply) with the terms of this Contract and any [written] instructions or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
 - (d) to permit the Supplier to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;
 - (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

- (f) in the event of any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue, notify the Supplier as soon as possible (and in any event within twenty-four (24) hours);
- (g) to ensure: (a) the Supplier's staff are entitled to a dignified, courteous and supportive working environment at all times;
- (h) to allow the Supplier to reserve the right to immediately remove from the Venue any person who bullies or harasses its staff or whom it otherwise determines has behaved unacceptably towards them;
- (i) to allow the Supplier to reserve the right to halt any activities at the Venue, and refuse entry to or remove any person, whose conduct is incompatible with that reputation and those core values, including in relation to any:
 - (i) unlawful activity, such as libellous, infringing or discriminatory activity, or any involvement in national or international crimes; or
 - (ii) activity, which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by us in advance.
- (j) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (k) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue, unless otherwise agreed, in writing, by the Supplier;
- (l) to be responsible for all costs that relate to fully restoring, cleaning (including toilets) and reinstating the Venue to its condition prior to the Hire Period;
- (m) not to display any advertisement, signboards, flag, banner, placard, poster, signs, notices or seat numbering at the Venue without the prior written consent of the Supplier [such consent not to be unreasonably withheld];
- (n) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
- (o) [to use any equipment provided by the Supplier, as specified in the Hire Details, for its proper purpose and in accordance with any [written] instructions provided by the Supplier regarding its use;]
- (p) to leave the Venue and any access routes in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
- (q) to ensure that all guests leave the Venue within the Hire Period[; **OR** .]
- (r) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs with valid certification, and approval by the Supplier.[; **OR** .]

(s) [[ANY OTHER OBLIGATIONS].]

4.3 Car parking facilities are not available for guests and cars may not be left at the Venue overnight.

4.4 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Supplier reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.

5. Guest numbers

5.1 The Hire Details indicate the guaranteed minimum number of guests attending the Event [, including the Customer staff].

5.2 The capacity shall not exceed 600 people inside the Venue. Organisers, performers and staff members are to be taken in to account as an integral part of the 600 people capacity limit.

6. Charges and payment

6.1 The Customer shall pay the Charges in accordance with this clause 6.

6.2 [The Supplier shall invoice the Customer for the Deposit, which shall be payable by the Customer within [7] days of the date of the Contract.]

6.3 The Supplier shall issue an invoice for the Charges, inclusive of any supplementary charges [(less the Deposit)], which shall be payable by the Customer no less than [5] Business Days before the Event.

6.4 The Supplier may issue an additional invoice after the Event for any further Charges due [calculated by reference to the Supplier's published price list] which were not included in the invoice issued pursuant to clause 6.3. Such Charges may include those payable for any final alterations to the Services, or for guests attending the Event in excess of the number estimated by the Customer. Charges invoiced pursuant to this clause 6.4 shall be payable by the Customer within 7 Business Days of receipt.

6.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Indemnity and liability

7.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000[AMOUNT] per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss. [It is recommended that the

Customer obtains insurance cover in respect of all risks which may be incurred by the Customer, arising out of the Event.]

- 7.2 The restrictions on liability in this clause 7 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 7.4 Subject to clause 7.3, the Supplier shall not be liable for:
- (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue; or
 - (b) damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests of invitees to the Venue [except to the extent that such damage or theft arises from the negligence of the Supplier].
- 7.5 Subject to clause 7.3 and clause 7.4, clause 7.5 specifies the types of losses that are excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 7.6 [Unless the Customer notifies the Supplier that it intends to make a claim in connection with this Contract within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Customer became, or ought reasonably to have become, aware of [the incident giving rise to the claim having occurred **OR** its having grounds to make a claim in respect of the incident] and shall expire 1 month from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.]
- 7.7 The Customer shall indemnify the Supplier against all liabilities, losses, damages, costs and expenses suffered or incurred from any third party claim brought or threatened against the Supplier arising from the Customer's breach of the Agreement, negligence, or any wrongful act or omission on the Customer's part, or the part of any Attendee and/or third party supplier.

- 7.8 The Customer will indemnify the Supplier against any third party claim brought or threatened against it otherwise connected with the Event or the Customer's use of the Venue (except to the extent such claim is attributable to the Supplier's breach of the Agreement or its negligence).
- 7.9 The Customer will indemnify the Supplier against any damage to its premises, damage to or loss of any property at its premises, or injury to any person caused by any Attendee and/or Party TPS.
- 7.10 The Customer shall notify the Supplier promptly of any claim brought or threatened against the Supplier or any other dispute in connection with the Event, providing such details as it may require.

8. Cancellation

8.1 The Supplier may cancel the Contract with immediate effect by giving the Customer [or Customer's authorised representative] notice in writing if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits a material breach of any term of the Contract;
- (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- (e) the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 10.1[; **OR .**]
- (f) **[[OTHER].]**

8.2 The Customer may cancel the Contract by notice in writing to the Supplier [or Supplier's authorised representative].

8.3 If the Contract is cancelled under clause 8.1(a), clause 8.1(b), clause 8.1(c), clause 8.1(d) or clause 8.2, the Supplier will use reasonable endeavours to re-book the venue but the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier [(including any Deposit)] under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the	Cancellation fee
-------------------------------------	------------------

Event	
More than [4] weeks but less than [8] weeks before the date of the event	50% of the [Hire Charge]
Less than [4] weeks before the date of the event.	100% of the [Hire Charge]

8.4 On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

9. Data protection

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in Gibraltar, including the Data Protection Act 2004 (and regulations made thereunder).

10. General

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

10.3 Confidentiality

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the group to which the other party belongs], except as permitted by clause 10.3. For the purposes of this clause 10.3, **group** means,

in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

10.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-

provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (ii) sent by email to the address specified in the Hire Details.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by [pre-paid first-class post or other] next working day delivery service, at [9.00 am] on the [second] Business Day after posting;
 - (iii) if sent by [fax or] email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.8(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of Gibraltar.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of Gibraltar shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

HIRE DETAILS

DATE:

[Booking No:]	
Customer:	
Customer's address:	
Customer's representative:	Name: Title: Email: Telephone: Postal Address:
Supplier:	The Department for the Environment, Sustainability, Climate Change and Heritage, for His Majesty's Government of Gibraltar
Supplier's address:	[Suite 2a, 1 st Floor, Leanse Place, 50 Town Range, Gibraltar]
Supplier's representative:	Name: Title: Email: Telephone: Postal Address:
Event:	
Date of event:	
Hire Period:	
Venue:	St Michael's Cave, Upper Rock, Nature Reserve, Gibraltar
Number of guests (guaranteed minimum):	
Catering services:	
Additional services or equipment:	
[Deposit:]	
Charges:	

[Special terms:]	
[Schedule:]	

Schedule 2 (Service and equipment)

This Contract has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of [NAME OF CUSTOMER]

Signed by

for and on behalf of the Department for the Environment,
Sustainability, Climate Change and Heritage, for His Majesty's
Government of Gibraltar

Oral question No. 423/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W39/2023

Questioner: The Hon E Philips

Can the Government state what is the current life expectancy for people living in Gibraltar separated by male and female?

ANSWER

**THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC
DEVELOPMENT AND ENTERPRISE**

Mr Speaker,

I will answer this question with Question W46.

Oral question No. 424/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W40/2023

Questioner: The Hon R M Clinton

Can the Government please provide the total Gross Debt, Aggregate Debt after application of the sinking fund to Gross Debt, Cash Reserves and Net Debt figures for Public Debt for the following date?

1 March 2023

1 April 2023

ANSWER

**THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC
DEVELOPMENT AND ENTERPRISE**

Mr Speaker,

I will answer this question with Question W41.

Oral question No. 425/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W41/2023

Questioner: The Hon R M Clinton

Can the Government advise the balance on the General Sinking fund on the following date?

1 March 2023

1 April 2023

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

The Gross Debt, Aggregate Debt and General Sinking Fund are unchanged from the figures previously provided.

The 1st of March figures for Cash Reserves and Net Debt are as follows: £75.0m million and £770.2m

The 1st April for Cash Reserves and Net Debt are in the 23/24 estimates book which the Hon member already has.

Oral question No. 426/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W42/2023

Questioner: The Hon R M Clinton

Can the Government please provide a list of companies that the Government, the Gibraltar Development Corporation, any Government Agency or any Government owned companies have acquired a shareholding in (wholly owned or joint venture) from 31 January to 31 March 2023?

ANSWER

**THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC
DEVELOPMENT AND ENTERPRISE**

Mr Speaker,

No companies have been acquired by any of the entities mentioned in the period up to 31 March.

Oral question No. 427/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W43/2023

Questioner: The Hon R M Clinton

Can the Government advise the balance on the Statutory Benefits Fund as at each of the following dates?

31 March 2020

31 March 2021

31 March 2022

31 March 2023

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

The Statutory Benefit Fund balance on the dates required are:

31 March 2020	£ 47,254.57
31 March 2021	£ 6,389,686.64
31 March 2022	£ 4,724,403.93
31 March 2023	£ 7,828,589.82

Oral question No. 430/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W44/2023

Questioner: The Hon D J Bossino

What is the cost of the Eastern beach promenade and storage facility project?

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

There is no cost to the Government in the promenade and storage project.

Oral question No. 431/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W45/2023

Questioner: The Hon K Azopardi

Who specifically is adjudicating on requests for the eastern beach sheds that are under construction; has a decision been taken as to whether they are to be sold or rented; how are the sale or rental prices to be calculated and who will grant the relevant licences or leases?

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

The developer of the project will grant to whoever buys or rents the relevant lease or licence.

Oral question No. 432/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W46/2023

Questioner: The Hon K Azopardi

Can the Government provide an update as to when they would expect to publish the results of the 2022 Census?

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

The current figure is not yet available. The figures from the previous census are public.

Oral question No. 433/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W47/2023

Questioner: The Hon Ms M D Hassan Nahon

Can government provide a list of how much is the training centre costing per year for the last five years?

ANSWER

THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC DEVELOPMENT AND ENTERPRISE

Mr Speaker,

The Training Centre costing per year for the last five years are as follows:

18/19	£484,207.14
19/20	£534,359.67
20/21	£534,359.67
21/22	£489,362.13
22/23	£455,000.54

Oral question No. 434/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W48/2023

Questioner: The Hon Ms M D Hassan Nahon

Who is going to benefit from the proceeds of renting out the new eastern beach sheds, as whoever is currently advertising these appears to be entity without digital infrastructure and who makes media announcements that are not under the Government's banner?

ANSWER

**THE HON THE MINISTER FOR SOCIAL SECURITY, ECONOMIC
DEVELOPMENT AND ENTERPRISE**

Mr Speaker,

The entity that has invested in and owns the sheds is the entity that will receive rental income.

Oral question No. 476/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W49/2023

Questioner: The Hon Ms M D Hassan Nahon

Can government explain what type of traffic management plan was prepared for Devil's Tower Road in advance of the Kingsway tunnel opening?

ANSWER

Mr Speaker,

Kingsway has a number of defined traffic management scenarios relating to its own operations, designed to deal with incidents such as road traffic accidents or maintenance. Included within these is a defined plan based on frontier queue traffic building up past the tunnel and onto Devil's Tower Road. This involved keeping one northbound lane of Kingsway dedicated to frontier traffic which continued along one lane onto Devil's Tower Road. The other northbound lane along Kingsway was to be kept clear to cater for the Air Terminal, Four Corners, Eroski, Western Beach and emergency vehicle access. This clear lane also continued along Devil's Tower Road. Should the build-up of traffic exceed the capacity of the single lane, there was provision to introduce a contraflow along Devil's Tower Road to increase vehicle holding capacity.

Oral question No. 477/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W50/2023

Questioner: The Hon Ms M D Hassan Nahon

Can government provide this House with details and reasons for any/all technical malfunctions to date in the new Kingsway tunnel which have led to tunnel closure(s) and/or backlogs as a result?

ANSWER

Mr Speaker,

Kingsway has suffered two technical malfunctions due to software failure since it opened. These took place on 4th and 5th April 2023.

Oral question No. 478/2023 converted into written answer in accordance with Standing Order 16(2)



The Gibraltar Parliament

QUESTION No: W51/2023

Questioner: The Hon Ms M D Hassan Nahon

Has the buyer for the Caleta Hotel complex paid a change of use fee?

ANSWER

Mr Speaker,

The Government has not received any representations from the existing leaseholder for the assignment of the Caleta Hotel Lease. The ex-Caleta Hotel complex is comprised of two separate leases, one of which is for hotel/aparthotel use and the other is for residential accommodation. There is therefore no change of use in respect of the present proposed scheme for the site.