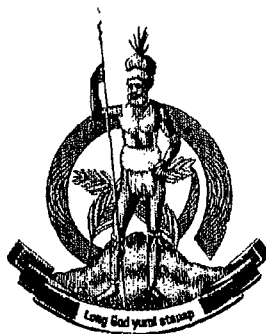


REPUBLIQUE
DE
VANUATU
JOURNAL OFFICIEL



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OFFICIAL GAZETTE

19 DECEMBRE 2011

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NOTIFICATION OF PUBLICATION

ORDER

FOREIGN SERVICES ACT NO. 22 OF 2008

- TERMS AND CONDITIONS OF APPOINTMENT OF HIGH COMMISSIONER OF THE REPUBLIC OF VANUATU TO AUSTRALIA ORDER NO. 226 OF 2011
- TERMS AND CONDITIONS OF APPOINTMENT AS THE ROVING AMBASSADOR OF THE REPUBLIC OF VANUATU TO RUSSIA AND THE EASTERN COUNTRIES ORDER NO. 227 OF 2011
- INSTRUMENT OF ACTING APPOINTMENT ORDER NO. 228 OF 2011.

TAXIS ACT [CAP 49]

- INSTRUMENT OF APPOINTMENT OF MEMBERS OF THE LAND TRANSPORT BOARD FOR THE MUNICIPALITY OF PORT VILA AND EFATE LOCAL GOVERNMENT REGION ORDER NO. 229 OF 2011.

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REPUBLIC OF VANUATU

FOREIGN SERVICES ACT NO. 22 OF 2008

Terms and Conditions of Appointment High Commissioner of the Republic of Vanuatu to Australia Order No. 226 of 2011

In exercise of the powers conferred on me by section 18 of the Foreign Services Act No. 22 of 2008, I, the Honourable ALFRED CARLOT, Minister of Foreign Affairs and External Trade, on to the approval of the Council of Ministers, make the following Order.

1 Terms and Conditions

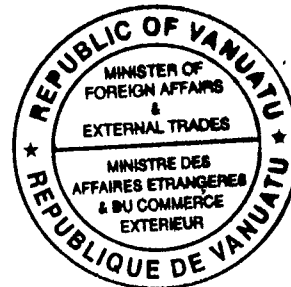
The Terms and Conditions of appointment of Mr. KALFAU GEORGE KALORIS as the High Commissioner of the Republic of Vanuatu to Australia are set out in the Schedule.

2 Commencement

The terms and conditions comes into force on 1st October, 2011.

Made at Port Vila this 31st day of AUGUST, 2011.

Honourable ALFRED CARLOT
Minister of Foreign Affairs and External Trade



SCHEDULE

1 For the purpose of providing for the terms and conditions of employment of Kalfau George Kaloris:

- (a) **Employer** means the Government of the Republic of Vanuatu Government;
- (b) **Employee** means Mr. Kalfau George Kaloris.

2 DUTIES OF HEAD OF MISSION

2.1 The Employee has the following duties:

- (a) to manage and direct the mission, its resources and activities; and
- (b) to maintain friendly relations with the host country Australia; and
- (c) to coordinate the official activities of the various Departments and Agencies of the Government of the Republic of Vanuatu (including promotion of investment, trade and tourism); and
- (d) to advance the interests of the Government of the Republic of Vanuatu with Australia; and
- (e) to provide quarterly written reports as well as an annual report to the Minister and the Director General of the Ministry of Foreign Affairs and External Trade (hereinafter called "The Ministry"); and
- (f) to carry out quarterly mission's staff performance appraisal and send it to the Minister and Director General of the Ministry; and
- (g) to collaborate with the Department of Foreign Affairs (hereinafter called "The Department") on the Head of Mission's performance appraisal quarterly; and
- (h) to carry out such other legal duties in line with this appointment as may be assigned by the Minister or the Director General of the Ministry from time to time.

3 OFFICIAL DUTIES TO HAVE PRIORITY

3.1 The Employee:

- (a) must only devote the whole of his time to his employment on matters that directly concerns the Employer; and
- (b) must not engage himself or act as an employee, agent or principal of any person, corporate body or any organization on any lawful activities/ dealings in the capacity of the High Commissioner of the Republic of Vanuatu during his period of employment; and
- (c) must use his best endeavours and take all such proper steps or precautions as may be required, appropriate or necessary to prevent the loss, destruction, damage or waste of any deeds, writing, papers, books, monies, assets or other property of the Mission; and
- (d) must at all times comply with the requirements of this Agreement and all relevant legislations of the Republic of Vanuatu.

4 CONFIDENTIALITY

- 4.1 The Employee must not at any time whether during his employment or at any time thereafter (except so far as is necessary and proper in the ordinary course of this employment) make public or disclose to any person any information if:
- (a) the information relates to any dealing or matter relating to national security or protected under legislation; and
 - (b) the information came to his knowledge in the course of his employment by the Employer as Ambassador.

5 REMUNERATION, ALLOWANCES AND BENEFITS

- 5.1 The remuneration of the Employee is a monthly salary of US\$ 5,000.00.
- 5.2 The Employee is entitled to the following allowances and benefits:
- (a) use, subject to budget, of one car for official duties and use incidental thereto serviced and maintained at Government expenses;
 - (b) in the absence of an official car, a transport allowance not exceeding US\$400 per month is payable and will cease once the Mission has acquired an official car;
 - (c) a accountable allowance not exceeding US\$1,000.00 per month;
 - (d) a housing allowance not exceeding US\$4,000.00 per annum;
 - (e) a medical insurance cover not exceeding US\$3,000.00 per annum;

- (f) the payment of most economical route return ticket between Port Vila and the Mission once per year; In the event where the employee returns to Port Vila for an unofficial commitment, he shall be held responsible for the payment of his return ticket to his place of duty;
- (g) the employee is NOT entitled to any child allowance;
- (h) the employee is NOT entitled to family holiday costs from the Public fund;
- (i) the employee is entitled to family (Children under 18) return ticket of most economical route at the end of this contract. The employee is personally accountable for any ticket expense for his family that may occur before the end of this Agreement.

6 ANNUAL LEAVE AND SICK LEAVE

- 6.1 The Employee is entitled to take annual leave upon approval by the Employer, and such leave is to be calculated at the rate of one and three-quarter working days for every month of service.
- 6.2 The Employee is entitled to take sick leave at the rate of 21 days per 12 months of service. Where in any period of 12 months the Employee takes sick leave exceeding 21 days, such number of days taken in excess of the 12 days must be taken as leave without pay.
- 6.3 No sick leave for a period of more than two consecutive working days is valid unless supported by a certificate by a duly qualified medical practitioner.

7 TERMINATION OF CONTRACT AND RESIGNATION FROM OFFICE

- 7.1 This contract will automatically be terminated by the Employer if the employee:
 - (a) is convicted of an offence inside or outside Vanuatu that is listed under subsection 27(2) of the Leadership Code Act [CAP 240]; or
 - (b) is incapacitated by an illness; or
 - (c) ceases to be a citizen of Vanuatu; or
 - (d) becomes bankrupt inside or outside Vanuatu; or
 - (e) has not complied with the terms of his performance agreement signed with the Employer; or

(f) has breached the provisions of section 5 of this Agreement.

7.2 The Employee may resign at any time by giving three (3) months notice in writing to the Employer.

7.3 The Employer may terminate this agreement at any time by giving 3 months notice in writing to the Employee for reasons specified under paragraphs 7.1 (b), (c) and (d).

7.4 The agreement will be terminated immediately for causes specified under paragraphs 7.1 (a), (e) and (f).

8 SURRENDER OF GOVERNMENT PROPERTY

8.1 Upon termination of this Agreement, the Employee shall promptly deliver up to the Employer (whether or not demand therefore is given by the Employer) all stores, articles, property, files, motor vehicle or other assets and any other materials belonging to the Government.

8.2 If upon termination of employment the Employee is occupying a Government House, he shall deliver up to the Government such house and vacate the same not more than 30 days after his employment has ceased and any occupation of any Government house beyond his said period of time shall constitute trespass and render the Employee liable to be evicted from such house.



REPUBLIC OF VANUATU

FOREIGN SERVICE ACT NO.22 OF 2008

Terms and Conditions of Appointment as the Roving Ambassador of the Republic of Vanuatu to Russia and the Eastern Countries.

Order No. 227 of 2011

In exercise of the powers conferred on me by section 18 of the Foreign Service Act No. 22 of 2008, I, the Honourable ALFRED CARLOT, Minister of Foreign Affairs and External Trade, on the approval of the Council of Ministers, make the following Order.

1 Terms and Conditions

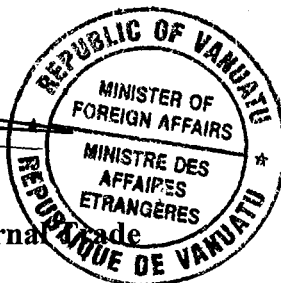
The terms and conditions of appointment of Mrs. TE MOLLI VENAOS GOISET as the Roving Ambassador of the Republic of Vanuatu to Russia and Eastern Countries are set out in the Schedule.

2 Commencement

The terms and conditions come into force on the day on which it is made.

Made at Port Vila this 28th day of November, 2011.

Honourable ALFRED CARLOT
Minister of Foreign Affairs and External Trade



SCHEDULE

1 For the purpose of providing for the terms and conditions of employment of Te Moli Venaos Goiset:

- (a) **Employer** means the Government of the Republic of Vanuatu Government
- (b) **Employee** means Mrs Te Moli Venaos Goiset.

2 DUTIES OF HEAD OF MISSION

2.1 The Employee has the following duties:

- (a) to manage and direct the mission, its resources and activities; and
- (b) to maintain friendly relations with the host country, Russia and Eastern Countries; and
- (c) to coordinate the official activities of the various Departments and Agencies of the Government of the Republic of Vanuatu (including promotion of investment, trade and tourism, art and culture); and
- (d) to advance the interests of the Government with Russia and the Eastern Countries; and
- (e) to provide quarterly written reports as well as an annual report to the Minister and the Director General of the Ministry of Foreign Affairs and External Trade (hereinafter called "The Ministry"); and
- (f) to carry out quarterly mission's staff performance appraisal and send it to the Minister and Director General of the Ministry; and
- (g) to collaborate with the Department of Foreign Affairs (hereinafter called "The Department") on the Head of Mission's performance appraisal quarterly; and
- (h) to carry out such other legal duties in line with this appointment as may be assigned by the Minister or the Director General of the Ministry from time to time.

3 OFFICIAL DUTIES TO HAVE PRIORITY

3.1 The Employee:

- (a) must not engage herself or act as an employee, agent or principal of any person, corporate body or any organization on any lawful activities/ dealings in the capacity of the Ambassador of the Republic of Vanuatu during his period of employment; and
- (b) must use her best endeavours and take all such proper steps or precautions as may be required, appropriate or necessary to prevent the loss, destruction, damage of any asset or property of the Mission; and
- (c) must at all times comply with the requirements of this Agreement and all relevant legislations of the Republic of Vanuatu.

4 CONFIDENTIALITY

4.1 The Employee must not at any time whether during her employment or at any time thereafter (except so far as is necessary and proper in the ordinary course of this employment) make public or disclose to any person any information if:

- (a) the information relates to any dealing or matter relating to national security or protected under legislation; and
- (b) the information came to her knowledge in the course of her employment by the Employer as Ambassador.

5 REMUNERATION, ALLOWANCES AND BENEFITS

5.1 The Employee shall not be entitled to any remuneration for service rendered under this Terms and Conditions of Appointment.

5.2 The Employee shall be entitled to an incentive based upon her successful negotiations involving any money being granted to and received by the Government of the Republic of Vanuatu.

5.3 The Employee is entitled to 15% incentive on any negotiation involving any money being granted to the Government of the Republic of Vanuatu.

5.4 Any other form of negotiation other than that referred to in clause 5.2 will be subject to new terms and conditions as determined by the Minister by order on a case by case basis.

5.5 The Employee is entitled to the following additional benefit:

- (a) use of one car for official duties and use incidental thereto at Government expenses;

- (b) the payment of business class or economic class ticket between Port Vila and Russia and Eastern Countries for official duties.

6 DIPLOMATIC PRIVILEGES AND IMMUNITIES

- 6.1 The Employee shall have Diplomatic Privileges and Immunities as set out in Schedule 3 and Schedule 5 of the Diplomatic Privileges and Immunities Act [CAP 143].

7 SURRENDER OF GOVERNMENT PROPERTY

- 7.1 Upon termination of this Agreement, the Employee shall promptly deliver up to the Employer (whether or not demand therefore is given by the Employer) all property, files, motor vehicle or other assets belonging to the Government.



REPUBLIC OF VANUATU

FOREIGN SERVICE ACT NO. 22 OF 2008

Instrument of Acting Appointment Order No. 228 of 2011

In exercise of the powers conferred on me by subsection 7(1) of the Foreign Service Act No. 22 of 2008 and section 26 of the Interpretation Act [CAP 132], I, **STEVEN KALSAKAU**, Acting Minister of Foreign Affairs and External Trade, with the prior approval of the Council of Ministers, make the following order.

1 Appointment of Acting Consul General

Mr **RAYMOND MANUAKE** is appointed as the Acting Consul General of the Republic of Vanuatu to New Caledonia until such time that a Consul General of Vanuatu to New Caledonia is appointed.

2 Terms and conditions

The Acting Consul General is to continue on the same terms and conditions of employment.

3 Commencement

This Order is taken to have commenced on 31st September 2011.

Made at Port Vila this 15 day of December, 2011.


Honourable **STEVEN KALSAKAU**
Acting Minister of Foreign Affairs and External Trade





REPUBLIC OF VANUATU

TAXIS ACT [CAP 49]

Instrument of Appointment of Members of the Land Transport Board for the Municipality of Port Vila and Efate Local Government Region Order No. 229 of 2011

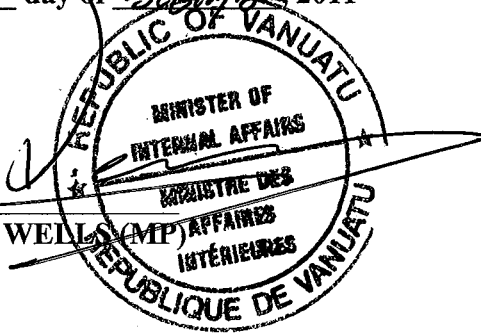
In exercise of the powers conferred on me by paragraphs 18 (2) (a), (b), (c), (d), (e), (f) and subsection 18 (7) of the Taxis Act [CAP 49], I, the Honourable GEORGE ANDRE WELLS, Minister of Internal Affairs, appoint the following persons as members of the Land Transport Board for the Municipality of Port Vila and Efate Local Government Region:

- (1) Ms Cherol ALA, Director of the Department of Local Government, as the Chairperson of the Land Transport Board; and
- (2) Mr Toco MARA, Town Clerk of Port Vila Municipal Council; and
- (3) Mr Michelle KALWORAI, Secretary of the Efate Local Government Council; and
- (4) Mr Peter SALI, Representative of Common Vehicle operators as the Secretary of the Land Transport Board; and
- (5) Mr Edou WILLIE, Representative of Common Vehicle Users; and
- (6) Mr Donald MASSING, Representative of Common Vehicle Users; and
- (7) Mr Thompson WILLIE, councillor of the Efate Local Government Council.

This instrument of appointment comes into force on the day on which it is made.

Made at Port Vila this 13th day of December 2011


Honourable ~~GEORGE ANDRE WELLS~~ (MP)
Minister of Internal Affairs





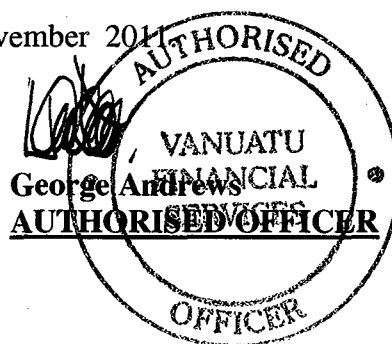
REPUBLIC OF VANUATU

THE INTERNATIONAL COMPANIES ACT No. 32 of 1992

TAKE NOTICE that pursuant to Section 106 of the International Companies Act, the following companies have been struck off the Register of Companies at Vila, Vanuatu.

**5CMV LTD
40FYME INTERNATIONAL LIMITED
ASTRA HOLDINGS LIMITED**

Dated at Port Vila this twenty ninth day of November 2011





REPUBLIC OF VANUATU

THE INTERNATIONAL COMPANIES ACT No. 32 of 1992

TAKE NOTICE that pursuant to Section 106 of the International Companies Act, the following companies have been struck off the Register of Companies at Vila, Vanuatu.

**ATHENA CORPORATION
4 FOOD COMPANY LIMITED
3D PLANT TECHNOLOGY LTD
AUBIGNY INTERNATIONAL INC
AVO LIMITED**

Dated at Port Vila this first day of December 2011.

