

No. 162

**UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND
and
SWEDEN**

**Agreement relating to air services (with Annex). Signed at
London, on 27 November 1946**

English and Swedish official texts communicated by the United Kingdom Representative to the United Nations. The registration took place on 4 December 1947.

**ROYAUME-UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD
et
SUEDE**

**Accord relatif à des services de transports aériens (avec
annexe). Signé à Londres, le 27 novembre 1946**

Textes officiels anglais et suédois communiqués par le représentant du Royaume-Uni auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 4 décembre 1947.

No. 162. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE ROYAL SWEDISH GOVERNMENT RELATING TO AIR SERVICES. SIGNED AT LONDON, ON 27 NOVEMBER 1946

The Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Swedish Government, desiring to conclude an agreement for the purpose of promoting air communications to, through and from their respective territories, have appointed authorised plenipotentiaries for this purpose who have agreed as follows:—

Article 1

The establishment of air services shall be governed by the following general principles:—

- (1) The contracting parties desire to foster and encourage the widest possible distribution of the benefits of air travel at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and ensuring as well the many indirect benefits of this new form of transport for the common welfare of both countries.
- (2) The contracting parties declare their adherence to the principles and purposes set out in the preamble to the Convention on International Civil Aviation signed at Chicago on 7th December, 1944.²
- (3) The air transport facilities available to the travelling public should bear a close relationship to the requirements of the public for such transport.
- (4) There shall be a fair and equal opportunity for the air lines of each contracting party to operate on any route between their respective territories covered by this Agreement and its Annex.
- (5) In the operation by the air lines of either contracting party of the trunk services described in the Annex to this Agreement, the interests of the airlines of the other contracting party shall be taken into

¹ Came into force on 27 November 1946, as from the date of signature, in accordance with article 14.

² Great Britain, *Miscellaneous No. 6* (1945), Cmd. 6614.

consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

- (6) The services provided by the designated airlines of the contracting parties under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country which has designated the airline and the country of ultimate destination of the traffic. The right of the airlines of each of the two parties under Schedule I and II respectively to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Schedules to this Agreement shall be exercised in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related—
 - (a) to traffic requirements between the country of origin and the country of destination;
 - (b) to the requirements of through airline operation; and
 - (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.
- (7) There shall be frequent consultation between the aeronautical authorities of the contracting parties and close collaboration between them on the observance of the principles and the implementation of the provisions of this Agreement and its Annex.

Article 2

Each contracting party grants to the other contracting party the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Article 3

(1) Each of the agreed services may be put into operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines for the specified route or routes. The contracting party granting

the rights shall, subject to the provisions of paragraph (2) of this Article and of Article 7, be bound to grant without delay the appropriate operating permission to the airline or airlines concerned.

(2) The airlines designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

Article 4

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airlines of the other contracting party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by, or on behalf of, the airlines designated by the other contracting party and intended solely for use by the aircraft of such designated airlines shall be accorded, with respect to customs duties, inspection fees or similar charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international air transport or to the airline of the most favoured nation.

(3) Aircraft of the designated airlines of one contracting party operating on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article 5

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party and still in force shall be recognised as valid by the other contracting party for the purpose of operating the agreed services. Each contracting party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory certificates of competency and licences granted to its own nationals by the other contracting party or any other State.

Article 6

(1) The laws and regulations of one contracting party relating to entry into, departure from or flights over its territory of aircraft engaged in international air navigation shall apply to aircraft of the designated airlines of the other contracting party.

(2) The laws and regulations of one contracting party relating to the entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of designated airlines of the other contracting party while in the territory of the first contracting party.

Article 7

Each contracting party reserves the right to withhold or revoke the rights specified in the Annex to this Agreement in any case in which it is not satisfied that principal ownership and effective control of a designated airline of the other contracting party are vested in nationals of either contracting party, or in case of failure by a designated airline to comply with its laws and regulations as referred to in Article 6, or otherwise, to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 8

This Agreement shall be registered with the Provisional International Civil Aviation Organisation set up by the Interim Agreement on International Civil Aviation signed at Chicago on the 7th December, 1944¹, or its successor.

Article 9

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the contracting parties.

¹ Great Britain, *Miscellaneous No. 6* (1945), Cmd. 6614.

Article 10

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex thereto, shall be referred for decision to the Council of the Provisional International Civil Aviation Organisation (in accordance with the provisions of Article III, Section 6 (8), of the Interim Agreement on International Civil Aviation signed at Chicago on the 7th December, 1944) or to the Council or appropriate organ of its successor, unless the contracting parties agree to settle the dispute by reference to an Arbitral Tribunal appointed by agreement between the contracting parties, or to some other person or body. The contracting parties undertake to comply with the decision given.

Article 11

If a general multilateral air Convention which is accepted by both contracting parties comes into force the present Agreement shall be amended so as to conform with the provisions of the said Convention.

Article 12

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organisation or its successor. If such notice is given, this Agreement shall terminate on the date specified in the notice which shall not be less than twelve months after the date of receipt of the notice by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other contracting party notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organisation or its successor.

Article 13

For the purpose of this Agreement and its Annex, the term "successor" shall mean the Organisation which, on the coming into force of the Convention on International Civil Aviation signed at Chicago on 7th December, 1944, shall take the place of the Provisional International Civil Aviation Organisation.

Article 14

This Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals:

DONE at London, in duplicate, this 27th day of November, 1946, in the English and Swedish languages, both texts being equally authentic.

[L.S.] Geo. S. LINDGREN

[L.S.] B. G. PRYTZ

ANNEX

1. The airlines designated by the Government of the United Kingdom for the purpose of the operation of the air services on the routes specified in Schedule I to this Annex are the British European Airways Corporation and/or such other airline or airlines as may be notified in due course by the competent aeronautical authority of the United Kingdom to the competent Swedish aeronautical authority.

2. The airlines designated by the Government of Sweden for the purpose of the operation of the air services on the routes specified in Schedule II are Aktiebolaget Aerotransport and Svensk Interkontinental Lufttrafik Aktiebolag and/or such other airline or airlines as may be notified in due course by the competent aeronautical authority of Sweden to the competent aeronautical authority of the United Kingdom.

3. For the purpose of operating air services on the routes specified in Schedule I to this Annex, the designated British airlines referred to in paragraph 1 above shall be accorded in Sweden rights of transit and of non-traffic stops as well as the right to pick up and discharge international traffic in passengers, cargo and mail in accordance with the principles of Article 1 of this Agreement, and the use on the said routes of aerodromes and ancillary facilities at the places specified in Schedule I.

4. For the purpose of operating air services on the routes specified in Schedule II to this Annex, the designated Swedish airlines referred to in paragraph 2 above shall be accorded in United Kingdom territory rights of transit and of non-traffic stops as well as the right to pick up and discharge international traffic in passengers, cargo and mail in accordance with the principles of Article 1 of this Agreement, and the use on the said routes of aerodromes and ancillary facilities at the places specified in Schedule II.

5.—(a) Tariffs to be charged by the airlines referred to in this Annex shall be agreed in the first instance between them in consultation with other airlines operating on the respective routes or any sections thereof. Any tariffs so agreed shall be subject to the approval of the contracting parties. In the event of disagreement between the airlines, the contracting parties themselves shall endeavour to reach agreement. If the contracting parties fail to agree, the matter in dispute shall be referred to arbitration, as provided for in Article 10 of the Agreement.

(b) The tariffs to be agreed in accordance with (a) above shall be fixed at reasonable levels, due regard being paid to all relevant factors including economical operation, reasonable profit, differences of characteristics of service (including standards of speed and accommodation) and the tariffs charged by any other operators on the route.

Schedule I

BRITISH ROUTES

- (a) London or Belfast and/or Glasgow and/or Edinburgh—
Copenhagen or Oslo and/or Stavanger, if desired,—
Gothenburg and/or Malmoe and/or Stockholm.
- (b) London—Amsterdam—Hamburg—Copenhagen—Malmoe and/or Stockholm.
- (c) London or Belfast and/or Glasgow and/or Edinburgh—
Copenhagen, if desired,—
Gothenburg and/or Malmoe and/or Stockholm—
Helsinki and, if desired, points beyond.

This schedule may be revised from time to time by agreement between the competent aeronautical authorities of the contracting parties.

Schedule II

SWEDISH ROUTES

- (a) Stockholm and/or Gothenburg—
 - (i) London.
 - (ii) Oslo and/or Stavanger and/or Edinburgh or Glasgow—Dublin.
- (b) Stockholm and/or Malmoe—
if desired, Copenhagen and/or Hamburg and/or Amsterdam—London.

(c) Stockholm—

New York and/or Chicago and/or Montreal and if desired points beyond via any one or more of the following points:—

Points in Scandinavia: Copenhagen, Oslo.

Points in United Kingdom: Prestwick.

Points elsewhere: Gander.

This schedule may be revised from time to time by agreement between the competent aeronautical authorities of the contracting parties.
