

**No. 56**

---

**NETHERLANDS AND UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND**

**Agreement regarding certain Air Services (with Annex and  
Exchange of Notes). Signed at London, on 13 August  
1946**

Came into force on 13 August 1946 by signature.

*English and Dutch official texts communicated by the Minister for Foreign  
Affairs of the Netherlands. The registration took place on 12 June 1947.*

---

**PAYS-BAS ET ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD**

**Accord relatif à certains services aériens (avec annexe et  
échange de notes). Signé à Londres, le 13 août 1946**

Entré en vigueur le 13 août 1946 par signature.

*Textes officiels anglais et néerlandais communiqués par le ministre des Affaires  
étrangères des Pays-Bas. L'enregistrement a eu lieu le 12 juin 1947.*

No. 56. AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF THE NETHERLANDS REGARDING CERTAIN AIR SERVICES. SIGNED AT LONDON, ON 13 AUGUST 1946

---

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Netherlands,

Desiring to conclude an Agreement for the purpose of establishing certain air services as soon as possible to, in and over British and Netherlands territory,

Have accordingly appointed plenipotentiaries for this purpose, who, being duly authorised to this effect; have agreed as follows:—

Article 1.

Each contracting party grants to the other contracting party the rights specified in the Annex to this Agreement for the purpose of 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 2.

(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 and the contracting party granting the rights shall, subject to the provisions of paragraph (2) of this Article and of Article 6, be bound to grant without delay the appropriate operating permission to the airline(s) concerned.

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

### Article 3.

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline(s) 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 other charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international transport or the airline of the most favoured nation.

(3) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline(s) of one contracting party 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. Goods so exempted may only be unloaded with the approval of the customs authorities of the other contracting party. These goods, which are to be re-exported, shall be kept until re-exportation under customs supervision.

### Article 4.

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 another State.

#### Article 5.

(1) The laws and regulations of one contracting party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline(s) 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, crews, 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 the designated airline(s) of the other contracting party while in the territory of the first contracting party.

#### Article 6.

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 substantial ownership and effective control of the designated airline(s) of the other contracting party are vested in nationals of either contracting party, or in case of failure by the designated airline(s) to comply with its laws and regulations as referred to in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

#### Article 7.

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, 1944.

#### Article 8.

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.

## Article 9.

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 Interim Council 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, 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 10.

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 11.

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. If such notice is given, this Agreement shall terminate 12 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.

## Article 12.

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

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

DONE this 13th day of August, 1946, in duplicate at London in the English and Dutch languages, both texts being equally authentic.

(L. S.) WINSTER

(L. S.) E. MICHIELS VAN VERDUYNEN

## 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 Schedules I and III to this Annex shall be for time being:

(a) British Overseas Airways Corporation for routes 1, 2 and 3 of Schedule I and routes 1 and 2 of Schedule III.

(b) British West Indian Airways for route 4 of Schedule I and routes 3 and 4 of Schedule III.

2. The airline(s) designated by the Government of the Netherlands for the purpose of the operation of the air services on the route(s) specified in Schedules II and IV to this Annex shall be, for the time being, Koninklijke Luchtvaart Maatschappij voor Nederland en Koloniën N.V. (K.L.M.) and later Koninklijke Luchtvaart Maatschappij voor Nederland en Koloniën N.V. (K.L.M.) and Koninklijke Nederlandsch-Indische Luchtvaart Maatschappij N.V. (K.N.I.L.M.).

3. For the purpose of operating air services on the routes specified in Schedules I and III the designated British airlines referred to in paragraph 1 above shall be accorded in Netherlands 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 as hereinafter provided, and the use on the said routes of aerodromes and ancillary facilities designated for international traffic.

4. For the purpose of operating air services on the route(s) specified in Schedules II and IV the designated Netherlands airline(s) referred to in paragraph 2 above shall be accorded in British 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 as hereinafter provided, and the use on the said route(s) of aerodromes and ancillary facilities designated for international traffic.

5. (a) The designated airlines of the United Kingdom shall be entitled to set down and pick up at the places in Netherlands territory specified in Schedules I and III traffic embarked in or destined for places in British territory and in addition at the places specified in Schedule III the further traffic specified in that Schedule under the conditions provided therein.

(b) The designated airline(s) of the Netherlands shall be entitled to set down and pick up at the places in British territory specified in Schedules II and IV traffic embarked in or destined for places in Netherlands territory and in addition at the places specified in Schedule IV the further traffic specified in that Schedule under the conditions provided therein.

(c) The air transport facilities provided by the designated airlines of the Netherlands and the United Kingdom shall bear a close relationship to the requirements of the public for such transport.

(d) The airlines referred to in paragraphs 1 and 2 above shall enter into consultation with each other with a view to making an agreement concerning the frequencies of the services to be operated, this consultation to take into account the principles laid down in sub-paragraph (c) of this paragraph. In case agreement is not reached, the matter shall be referred to the contracting parties, who shall endeavour to reach agreement.

(e) In order to meet unexpected traffic demands of a temporary character the airlines referred to in paragraphs 1 and 2 above may agree between them on such temporary increases of frequency as are necessary to meet the traffic demand.

(f) The provisions of sub-paragraph (d) and (e) shall not apply in cases where the designated airline of one contracting party is operating on a route not served by the designated airlines of the other contracting party.

6. In so far as the airline of one contracting party may not wish to operate its full share of the frequencies agreed under sub-paragraph (d) of paragraph 5, that airline may arrange with the airline of the other contracting party under terms and conditions to be agreed between them and approved by the respective contracting parties to operate additional frequencies, provided, however, that the total number of frequencies shall not exceed that agreed under sub-paragraph (d) of paragraph 5. It shall also be a condition of any such agreement that if the first above-mentioned airline should at any time decide to commence to operate, or to increase the frequency of its services within its agreed share, the other airline shall withdraw correspondingly some or all of the additional frequencies which it had been operating.

7. It is the understanding of both contracting parties that services provided by their designated airlines 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 the ultimate destination of the traffic. The right of the airlines of each of the two parties under Schedules III and IV 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 of this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments 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 countries 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.

8. (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 respective contracting parties. In the event of disagreement between the airlines, the contracting parties themselves shall endeavour to reach 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 terminating in Netherlands territory*

1. London—Amsterdam.
2. London—Rotterdam—Amsterdam.
3. Prestwick—Amsterdam.
4. Trinidad—Curaçao.

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

#### SCHEDULE II.

##### *Netherlands routes terminating in British territory*

1. Amsterdam—London.
2. Amsterdam—Rotterdam—London.
3. Amsterdam—Manchester—Liverpool
4. Amsterdam—Prestwick.
5. Beek (Limburg)—Eindhoven—London.
6. Curaçao—Bermuda.

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



## SCHEDULE III.

*British routes traversing Netherlands territory*

1. Poole—Biscarosse—Augusta—Cairo—Habbaniya—Bahrein—Karachi—Calcutta—Rangoon—Singapore—Batavia—Sourabaya—Koepong—Darwin—Brisbane—Sydney (Flying Boat Service).
2. London—Rome—Cairo—Bahrein—Karachi—Calcutta—Rangoon—Singapore—Sourabaya—Darwin—Brisbane—Sydney—Auckland/Wellington.
3. Trinidad—Grenada—St. Martin—Miami.
4. Trinidad—Georgetown—Paramaribo—Cayenne.

The designated airline of the United Kingdom shall be entitled to set down and pick up places in Netherlands territory traffic embarked in or destined for places outside Netherlands territory on the routes specified in this schedule, provided that the capacity is in accordance with the provisions of paragraphs 5 and 7 of this Annex.

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

## SCHEDULE IV.

*Netherlands routes traversing British territory*

1. Amsterdam—Prestwick or Rineanna—Gander—New York, or Amsterdam—The Azores—Bermuda—New York.
2. Curaçao—St. Kitts—St. Martin.
3. Curaçao—Trinidad—Georgetown—Paramaribo.
4. Amsterdam—Batavia (probably by way of Naples—Cairo—Shaibah or Basra—Karachi—Jodhpur—Calcutta—Bangkok—Medan—Singapore—Palembang).

The designated airline(s) of the Netherlands shall be entitled to set down or pick up at places in British territory traffic embarked in or destined for places outside British territory on the route(s) specified in this schedule provided that the capacity is in accordance with the provisions of paragraphs 5 and 7 of this Annex.

This schedule may be revised from time to time by agreement between the competent aeronautical authorities of the contracting parties, such revision to take account of routes contemplated for operation by Koninklijke Nederlandsch-Indische Luchtvaart Maatschappij N.V.

## EXCHANGE OF NOTES

No. 1.

DUTCH TEXT — TEXTE NÉERLANDAIS<sup>1</sup>*The Netherlands Ambassador to Mr. Ernest Bevin*Ambassade der Nederlanden  
Londen, 13 Augustus 1946

Excellentie,

In verband met de Overeenkomst tusschen de Regeering van het Vereenigd Koninkrijk en de Nederlandsche Regeering betreffende bepaalde luchtdiensten, welke heden werd onderteekend, heb ik de eer te berichten, dat het der Nederlandsche Regeering niet wel doenlijk is om met betrekking tot de toepassing van de Overeenkomst op Nederlandsch Oost-Indië verplichtingen te aanvaarden ten aanzien van het verleenen van vergunning aan Britsche luchtdiensten voor tusschenlandingen op het grondgebied van Nederlandsch Oost-Indië, overeenkomstig de bepalingen van de Overeenkomst.

De Nederlandsche Regeering is echter ten volle bereid al het mogelijke te doen om het verleenen van zoodanige vergunning te verzekeren.

Gelief, enz.

(w.g.) E. MICHIELS VAN VERDUYNEN

No. 2.

*Mr. Ernest Bevin to the Netherlands Ambassador*Foreign Office  
13th August 1946

Your Excellency,

I have the honour to acknowledge the receipt of your note of to-day's date the translation of which is as follows:—

“In connexion with the Agreement between the Government of the United Kingdom and the Government of the Netherlands for Certain Air Services signed this day, I have the honour to state that the Government of the Netherlands is not

<sup>1</sup> See Note No. 2 for English text.

in a position, as regards the application of the Agreement to the Netherlands East Indies, to accept obligations in respect of the grant to British air services for intermediary landings in Netherlands East Indies territory in accordance with the terms of the Agreement.

“The Government of the Netherlands is, however, fully prepared to use its best endeavours to secure the grant of such permission.”

2. I have the honour to inform Your Excellency, in reply, that it is noted with satisfaction that the Government of the Netherlands will use its best endeavours to secure the grant of the facilities in question desired on behalf of British air services in Netherlands East Indies territory. Your Government will, however, appreciate that in the event of these facilities not being forthcoming it may be necessary for His Majesty's Government to reconsider its position with regard to Schedules III and IV of the Annex to the Agreement.

I have, &c.

(Signed) Ernest BEVIN

No. 3.

*Mr. Ernest Bevin to the Netherlands Ambassador*

Foreign Office  
13th August 1946

Your Excellency,

In connexion with the Agreement between the Government of the United Kingdom and the Government of the Netherlands for Certain Air Services signed this day, I have the honour to state that the Government of the United Kingdom is prepared to grant the right to pick up and set down traffic at Singapore on the route from Amsterdam to Batavia as shown in Schedule IV of the Annex to the Agreement. This right will be made subject to the satisfactory conclusion of the necessary negotiations between the Governments of the Netherlands and of India, and to the reservation made in the concluding sentence of my note of to-day's date relative to the grant of facilities to British air services in the Netherlands East Indies.

I have, &c.

(Signed) Ernest BEVIN

## No. 5.

*Mr. Ernest Bevin to the Netherlands Ambassador*

Your Excellency,

Foreign Office  
13th August 1946

In connexion with Schedule IV of the Annex to the Agreement between the Government of the United Kingdom and the Government of the Netherlands for Certain Air Services signed this day, I have the honour to state that the Government of Bermuda is not prepared to grant the right to pick up or set down at Bermuda traffic destined for or embarked at New York. The grant to facilities to Netherlands aircraft at Bermuda is subject to the consent of the Government of the United States in accordance with the Agreement in force between the Governments of the United States and of the United Kingdom. I understand that the Government of the Netherlands will take the necessary steps to secure such consent.

I have, &amp;c.

(Signed) Ernest BEVIN

## No. 6.

## DUTCH TEXT — TEXTE NÉERLANDAIS

*The Netherlands Ambassador to Mr. Ernest Bevin*

Excellentie,

Ambassade der Nederlanden  
Londen, 13 Augustus 1946

Ik heb de eer de ontvangst te bevestigen van Uw schrijven van heden, waarvan de vertaling luidt als volgt:—

“In verband met Tabel IV van de Bijlage behoorende bij de Overeenkomst tusschen de Regeering van het Vereenigd Koninkrijk en de Nederlandsche Regeering betreffende bepaalde luchtdiensten welke heden werd onderteekend, heb ik de eer te berichten, dat de Regeering van Bermuda niet bereid is het recht te verleen tot het opnemen of afzetten op Bermuda van lading, bestemd voor of opgenomen te New York. Het verleen van faciliteiten aan Nederlandsche luchtvaartuigen op Bermuda is overeenkomstig de tusschen de Regeering van de Vereenigde Staten en de Regeering van het Vereenigde Koninkrijk van kracht zijnde overeenkomst onderworpen aan de goedkeuring van de Regeering van de Vereenigde Staten. Ik neem aan, dat de Nederlandsche Regeering de noodige stappen zal ondernemen om zoodanige goedkeuring te verkrijgen.

2. In antwoord hierop heb ik de eer U te berichten, dat ik goede nota heb genomen van bovenvermelde mededeeling omtrent de weigering van de Regeering van Bermuda om de voorrechten van de Vijfde Vrijheid tusschen Bermuda en New York te verleenen.

3. Door de Nederlandsche Regeering zullen de noodige stappen worden ondernomen tot het verkrijgen van goedkeuring der Regeering van de Vereenigde Staten voor het verleenen van faciliteiten aan Nederlandsche luchtvaartuigen op Bermuda.

Gelief, enz.

(w. g.) E. MICHIELS VAN VERDUYNEN

No. 6.

TRANSLATION — TRADUCTION

*The Netherlands Ambassador to Mr. Ernest Bevin*

Embassy of the Netherlands  
London, 13 August 1946

Your Excellency,

I have the honour to acknowledge the receipt of your note of today's date, the translation of which is as follows:

*(Here follows the text of Note No. 5)*

2. I have the honour to inform Your Excellency, in reply, that I have taken good note of the above information concerning the refusal of the Government of Bermuda to grant the privilege of the Fifth Freedom between Bermuda and New York.

3. The necessary steps will be taken by the Government of the Netherlands to obtain approval of the Government of the United States for the grant of facilities to Netherlands Aircraft at Bermuda.

I have, etc.

(Signed) E. MICHIELS VAN VERDUYNEN