

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

**Agreement for Air Services between the United Kingdom and
Turkey (with Annex and Exchange of Notes). Signed at
Ankara, on 12 February 1946**

Came into force on 21 June 1946 upon the exchange of the instruments of ratifications at Ankara.

English and Turkish official texts communicated by the Permanent United Kingdom Representative to the United Nations. The registration took place on 30 July 1947.

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

**Accord relatif aux services de transports aériens entre le
Royaume-Uni et la Turquie (avec annexe et échange de
notes). Signé à Ankara, le 12 février 1946**

Entré en vigueur le 21 juin 1946, par suite de l'échange des instruments de ratification à Ankara.

Textes officiels anglais et turc communiqués par le représentant permanent du Royaume-Uni auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 30 juillet 1947.

No. 69. AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND THE GOVERNMENT OF THE TURKISH REPUBLIC FOR AIR SERVICES BETWEEN THE UNITED KINGDOM AND TURKEY. SIGNED AT ANKARA, ON 12 FEBRUARY 1946

His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland and the Government of the Turkish Republic,

Desiring to conclude an Agreement for the purpose of establishing direct air communications as soon as possible between the United Kingdom and Turkey,

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 the establishment of the air services therein described. Such 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 specified air 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 paragraph (2) of this Article and to Article 6, be bound to grant without delay the appropriate operating permission to the airline or airlines concerned.

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

(b) In areas of military occupation, or in areas affected thereby, the inauguration of the services shall be subject to the approval of the competent military authorities.

Article 3

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline or 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 other contracting party, or its designated airline, and intended solely for use by the latter's aircraft 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 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 or airlines 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.

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 routes and services described in the Annex. 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 or 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 the designated airline or airlines 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 an operating permission in any case in which it is not satisfied that substantial ownership and effective control of the designated airline or airlines of the other contracting party are vested in nationals of either contracting party, or in case of failure by the designated airline or airlines 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 under the Interim Agreement on International Civil Aviation drawn up at the Chicago Conference in December 1944.¹

Article 8

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised provisions of the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

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 of the Interim Agreement on International Civil Aviation signed in Chicago on the 7th December, 1944, unless the contracting parties agree to settle the dispute by referring 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 comes into force, which is accepted by both contracting parties, the present Agreement shall be amended so as to conform with the provisions of the said Convention.

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

Article 11

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. If such notice is given, this Agreement shall terminate 12 months after the date of its receipt by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Article 12

The instruments of ratification shall be exchanged at Ankara as soon as possible. This Agreement shall enter into force on the date of the exchange of ratification.

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 this twelfth day of February, 1946, in duplicate at Ankara in the English and Turkish languages both texts being equally authentic.

(L.S.) Maurice PETERSON

(L.S.) Feridun Cemal ERKIN

A N N E X

The airline(s) designated by His Majesty's Government in the United Kingdom for the purpose of the operation of the air services on the route(s) specified in Schedule I of this Annex shall be an airline or airlines designated by the competent authority of His Majesty's Government in the United Kingdom.

2. The airline(s) designated by the Government of the Turkish Republic for the purpose of the operation of the air services on the route(s) specified in Schedule II of this Annex shall be an airline or airlines designated by the competent authority in Turkey.

3. For the purpose of operating air services on the route specified in Schedule I attached hereto, the designated British airline referred to in paragraph 1 above shall be accorded in Turkey rights of transit, of non-traffic stops and of commercial entry and departure for international traffic as hereinafter provided, and the use on the said route of aerodromes and ancillary facilities designated for international traffic.

4. For the purpose of operating air services on the route (or routes) specified in Schedule II attached hereto, the designated Turkish airline(s) referred to in paragraph 2 above shall be accorded in the United Kingdom rights of transit, of non-traffic stops and of commercial entry and departure for international traffic as hereinafter provided, and the use on the said route of aerodromes and ancillary facilities designated for international traffic.

5. (a) The designated airline of the United Kingdom shall be entitled to set down and pick up at the places in Turkey specified in Schedule I attached hereto, traffic embarked in or destined for the United Kingdom.

(b) The designated airline of Turkey shall be entitled to set down and pick up at the places in the United Kingdom specified in Schedule II attached hereto, traffic embarked in, or destined for Turkey.

(c) The capacity to be provided from time to time by the designated airlines of the United Kingdom and of Turkey for the conveyance of the traffic referred to in sub-paragraphs (a) and (b) shall be maintained in equilibrium with the traffic offering between Turkey and the United Kingdom.

(d) The total capacity will be divided equally between the airlines referred to in paragraphs 1 and 2 above, where they are operating the same route.

(e) The capacity to be provided at the outset shall be agreed between the competent authorities of the contracting parties before the services are inaugurated.

(f) Thereafter the capacity to be provided shall be discussed from time to time between the competent authorities of the contracting parties.

(g) The load factor to be adopted for determining the frequency to be operated shall be agreed at the outset between the airlines referred to in paragraphs 1 and 2 above, subject to the approval of the competent authorities of the contracting parties.

(h) The load factor initially determined may be reviewed from time to time by the airlines referred to above. Any recommendation for the variation of the load factor shall be submitted to the competent authorities of the contracting parties for approval.

(i) On the basis of the figures in force for the time being the capacity to be operated, the load factor and the payload of the aircraft employed, the frequency of the services to be operated by the airlines referred to in paragraphs 1 and 2 above shall be agreed between them, subject to the approval of the competent authorities of the contracting parties before the services start or are changed.

(j) In order to meet unexpected traffic demands of a temporary character, the airlines referred to in paragraphs 1 and 2 above may, notwithstanding the provisions of sub-paragraphs (c) and (d) of this paragraph, agree between them such

temporary increases of frequencies as are necessary to meet the traffic demand. Any such increases should be reported forthwith to the competent authorities which may confirm or modify them.

6. In so far as one of the contracting parties may not wish permanently or temporarily to operate, in full or in part, the frequency of service to which it is entitled under the preceding paragraph, that contracting party may arrange with the other contracting party, under terms and conditions to be agreed between them, for the designated airline(s) of such other contracting party to operate additional frequencies so as to maintain the full schedule of services agreed upon between them in accordance with the preceding paragraph. It will, however, be a condition of any such arrangement that if the first-named contracting party should at any time decide to commence to operate or to increase the frequency of its services, within the total capacity to which it is entitled under the preceding paragraph, the airline(s) of the other contracting party will withdraw correspondingly some or all of the additional frequencies which it (they) had been operating.

7. If the airline of a contracting party desires to set down and pick up in the territory of the other contracting party traffic embarked in or destined for the territories of third parties and the other contracting party is prepared to consider a claim to carry such traffic, the contracting parties will enter into consultation with the other States concerned in order to determine what adjustments of capacity, if any, should be made at the appropriate stages on the route. The grant of any privileges under this paragraph and any consequential adjustment of capacity should be governed by—

- (a) the capacity determined in accordance with paragraph 5 of this Annex;
- (b) the air transport needs of the territories concerned, judged in relation to public convenience and necessity;
- (c) the adequacy of other air transport services in and between the territories concerned, and
- (d) the economy of through airline operations.

The application of this clause to the airlines of the United Kingdom and of Turkey respectively shall be as set out in Schedules I and II attached hereto.

8. (a) Tariffs to be charged by the air transport undertakings referred to in this Annex shall be agreed in the first instance between them in consultation with other airlines operating on the route or any section thereof. Any tariffs so agreed will 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. Should the contracting parties fail to agree, the matter in dispute will be referred to arbitration, as provided for in Article 9 of this 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. Tariffs charged for traffic taken up or put down at points on a route (other than traffic destined for or embarked in the country whose Government has designated the airline) shall be higher than the corresponding tariffs for similar traffic carried by local or regional services on the corresponding sector of the route.

SCHEDULE I TO THE ANNEX

BRITISH ROUTES

<i>Route No.</i>	<i>Route.</i>	<i>Remarks.</i>
(a) Composite 175, 176 and 177	London–Milan–Rome–Athens– Istanbul–Ankara	To be operated initially.
(b) 175	London–Nuremberg–Budapest– Bucarest–Istanbul–Ankara	To replace (a) as soon as ground organisation and conditions permit.

The designated airline(s) of the United Kingdom shall be entitled to set down or pick up at places in Turkey traffic embarked in or destined for places outside Turkey on the routes specified in this schedule provided that the capacity shall not exceed that agreed for the route in question.

SCHEDULE II TO THE ANNEX

TURKISH ROUTES

<i>Route No.</i>	<i>Route.</i>	<i>Remarks.</i>
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Routes between Turkey and the United Kingdom to be notified by the competent Turkish authorities in due course.

The designated airline(s) of Turkey shall be entitled to set down or pick up at places in the United Kingdom traffic embarked in or destined for places outside the United Kingdom on the route specified in this schedule provided that the capacity shall not exceed that agreed for the route(s) in question.

EXCHANGE OF NOTES

No. 1

*Sir Maurice Peterson to M. Feridun Cemal Erkin*British Embassy in Turkey
12th February, 1946

Your Excellency,

I have the honour to confirm to your Excellency, with reference to the Agreement signed between us this day, providing for the establishment of an air service between the United Kingdom and Turkey, that His Majesty's Government in the United Kingdom understand that, so long as the Turkish Government grants fifth freedom to other nations, the Turkish Government does not intend to apply to the service contemplated in the Agreement the provisions of Article 7 of the Annex and of Schedule I attached thereto, in so far as these provisions relate to restrictions on traffic to be picked up or set down in Turkey.

2. His Majesty's Government further understands that the provisions concerning the determination or the division of capacity between airlines of the two contracting parties shall in no way be so construed as to affect the rights which have been or will be granted by Turkey to third parties to pick up or set down in Turkey international traffic without restriction.

3. I also confirm my understanding that the Turkish Government may, on giving twelve months' prior notice, apply the provisions referred to in paragraphs 1 and 2 of this letter.

I avail, &c.

(Signed) MAURICE PETERSON

No. 2

*M. Feridun Cemal Erkin to Sir Maurice Peterson*République Turque
Ministère des Affaires étrangères
Le Secrétaire général

12th February, 1946

Your Excellency,

I have the honour to acknowledge to your Excellency the receipt of your letter of to-day the text of which is as follows:—

[As in No. 1]

I have taken due note of the contents of the above text and I avail, &c.

(Signed) FERIDUN CEMAL ERKIN