

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

**Agreement concerning Air Communications to, through and
from Great Britain and Norway (with Annex). Signed at
London, on 31 August 1946**

Came into force on 31 August 1946, by signature.

*English and Norwegian official texts communicated by the Permanent United
Kingdom Representative to the United Nations. The registration took place
on 7 August 1947.*

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

**Accord relatif aux communications aériennes à destination, ou
en provenance de la Grande-Bretagne et de la Norvège, ou
traversant lesdits pays (avec annexe). Signé à Londres,
le 31 août 1946**

Entré en vigueur le 31 août 1946, par signature.

*Textes officiels anglais et norvégien communiqués par le représentant perma-
nent du Royaume-Uni auprès de l'Organisation des Nations Unies. L'enre-
gistrement a eu lieu le 7 août 1947.*

No. 78. AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE ROYAL NORWEGIAN GOVERNMENT CONCERNING AIR COMMUNICATIONS TO, THROUGH AND FROM GREAT BRITAIN AND NORWAY (WITH ANNEX). SIGNED AT LONDON, ON 31 AUGUST 1946

The Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Norwegian 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 transportation 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 the 7th December, 1944.¹
- (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 airlines of either contracting party of the trunk services described in the Annex to this Agreement, the interests of the

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

airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

- (6) It is the understanding of both contracting parties that services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country whose Government has designated the airline and the country of ultimate destination of the traffic. The right 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 Annex to this Agreement shall be applied 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 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.
- (7) It is the intention of both contracting parties that there should be frequent consultation between their respective aeronautical authorities and there should be close collaboration 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 and 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 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 other contracting party or its designated airline and intended solely for use by the aircraft of the airline of the other contracting party 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 air transport or the airlines 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 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 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 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 or departure from its territory of aircraft engaged in international air navi-

gation or to the operation and navigation of such aircraft while within its territory 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 on entry into or departure from 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 substantial 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 the 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, 1944.¹

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.

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 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

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

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. If such notice is given, this Agreement shall terminate on the date specified in the notice which shall not be less than 6 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 13

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 in London in duplicate this 31st day of August, 1946, in the English and Norwegian languages, both texts being equally authentic.

(L.S.)

WINSTER

(L.S.)

C. P. REUSCH

A N N E X

1. The airline 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 the British European Airways Corporation.

2. The airlines designated by the Royal Norwegian Government for the purpose of the operation of the air services on the routes specified in Schedules II and IV shall be Det Norske Luftfartselskap A/S and/or such other airline or airlines as may be notified in due course by the competent aeronautical authority of Norway.

3. For the purpose of operating air services on the routes specified in Schedules I and III to this Annex, the designated British airline referred to in paragraph 1 above shall be accorded in Norway 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 routes of aerodromes and ancillary facilities at the places specified in Schedules I and III.

4. For the purpose of operating air services on the routes specified in Schedules II and IV to this Annex, the designated Norwegian airlines 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 routes of aerodromes and ancillary facilities at the places specified in Schedules II and IV.

5.—(a) The designated British airline shall be entitled to set down and pick up at the places in Norway specified in Schedule I traffic embarked in or destined for the United Kingdom.

(b) The designated Norwegian airlines shall be entitled to set down and pick up at the places in the United Kingdom specified in Schedule II traffic embarked in or destined for Norway.

(c) The designated British airline shall, subject to Article I of this Agreement and to any exception specified in Schedule III to this Annex, be entitled to set down and pick up at places in Norway traffic embarked in, or destined for, places outside Norway on the routes specified in Schedule III.

(d) The designated Norwegian airline shall, subject to Article I of this Agreement and to any exception specified in Schedule IV to this Annex, be entitled to set down and pick up at places in the United Kingdom on the routes specified in Schedule IV traffic embarked in, or destined for places outside the United Kingdom.

(e) The airlines referred to in paragraphs 1 and 2 above, shall enter into consultation with each other with a view to agreement concerning the frequencies of the services to be operated. These consultations shall take into account the principles laid down in Article I of this Agreement. If agreement is not reached, the matter shall be referred to the contracting parties, who shall endeavour to reach agreement.

(f) In order to meet unexpected traffic demands of a temporary character the airlines referred to in paragraphs 1 and 2 may agree between them on such temporary increases of frequency over those agreed in accordance with the provisions of sub-paragraph (e) above, as are necessary to meet the traffic demand. If agreement is not reached, the matter shall be referred to the contracting parties, who shall endeavour to reach agreement.

(g) The provisions of sub-paragraphs (e) and (f) 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.—(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 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.

SCHEDULE I

BRITISH ROUTES

London—Newcastle-on-Tyne—Stavanger—Oslo.

SCHEDULE II

NORWEGIAN ROUTES

Oslo—Stavanger—Newcastle or Prestwick—London.

SCHEDULE III

BRITISH ROUTES

London—Oslo—Helsinki—Leningrad.

SCHEDULE IV

NORWEGIAN ROUTES

Oslo—Stavanger—Prestwick—Gander—Chicago and/or New York.
