

No. 554

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

**Agreement for air services between and beyond their
respective territories (with schedule and exchange of
letters). Signed at Colombo, on 5 August 1949**

*English official text communicated by the Secretary-General of the International
Civil Aviation Organization. The registration took place on 7 September
1949.*

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

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà desdits territoires (avec annexe et
échange de lettres). Signé à Colombo, le 5 août 1949**

*Texte officiel anglais communiqué par le Secrétaire général de l'Organisation
de l'aviation civile internationale. L'enregistrement a eu lieu le 7 septembre
1949.*

No. 554. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF CEYLON FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT COLOMBO, ON 5 AUGUST 1949

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

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond United Kingdom and Ceylonese territories,

Have agreed as follows:

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

(a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 or 94 thereof;

(b) the term "aeronautical authorities means, in the case of the United Kingdom, the Minister of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and, in the case of Ceylon, the Director of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director of Civil Aviation or similar functions;

¹ Came into force on 5 August 1949, as from the date of signature in accordance with article 14.

² United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

(c) the term “designated airline” means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as an airline designated by it in accordance with Article 2 of the present Agreement to operate air services on the routes specified in such notification;

(d) the term “territory” in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party;

(e) the term “change of gauge” means the operation of one of the agreed services by a designated airline in such a way that the section of the route nearer the terminal in the territory of the Contracting Party designating the airline is flown by aircraft different in capacity from those used on the more distant section; and

(f) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

Article 2

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement air services on the routes specified in the appropriate section of the Schedule to the present Agreement (hereinafter respectively referred to as the agreed services and the specified routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provisions of paragraph (2) of this Article and of Article 3 of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

(2) Before granting the authorisation referred to in paragraph (1) of this Article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply in conformity with the provisions of the Convention to the operation of commercial airlines.

(3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

Article 3

(1) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

Article 4

(1) Subject to the provisions of the present Agreement, a designated airline of one Contracting Party shall enjoy, while operating the agreed services on a specified route, the rights (a) to fly its aircraft across the territory of the other Contracting Party, (b) to make stops in the said territory for non-traffic purposes, and (c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

(2) Paragraph (1) of this Article shall not be deemed to confer on the airlines of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 5

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airlines of the other

Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provisions, at a reasonable load factor, of capacity required for the carriage of passengers, cargo and mail destined for or coming from the territory of the Contracting Party designating the airline. A designated airline of one Contracting Party may provide for the carriage of traffic between the territory of the other Contracting Party and third countries on condition that capacity is related to:

- (a) the requirements of traffic destined for or coming from the territory of the former Contracting Party;
- (b) the traffic requirements of the area through which the airline passes, after account has been taken of other air services provided by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

(4) There shall be frequent and close collaboration between the aeronautical authorities of the Contracting Parties for the purpose of ensuring the observation of the principles and the implementation of the provisions of the present Agreement.

(5) The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of traffic statistics as may be reasonably required for the purpose of reviewing the capacity provided by its designated airlines on the agreed services.

Such statements shall include all information required to determine the amount of traffic carried by the designated airlines of the former Contracting Party on the agreed services and the origins and destinations of such traffic.

Article 6

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions:

- i) that it is justified by reason of economy of operation;
- ii) that the aircraft used on the section more distant from the terminal in the territory of the former Contracting Party are smaller in capacity than those used on the nearer section;
- iii) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- iv) that there is an adequate volume of through traffic; and
- v) that the provisions of Article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 7

(1) Each designated airline shall submit for approval to the aeronautical authorities of the Contracting Parties the tariffs that it proposes to charge, in respect of the agreed services, for the carriage of international traffic to or from the territory of either Contracting Party. Such tariffs shall where possible be agreed with the other designated airlines concerned and with any other airlines operating over the whole or part of the route in question, consultation being effected through the rate-fixing machinery of the International Air Transport Association.

(2) If the aeronautical authorities of either Contracting Party do not approve a tariff submitted to them in accordance with paragraph (1) of this Article, the aeronautical authorities of both Contracting Parties shall endeavour to fix the appropriate tariff by agreement between themselves.

(3) If the said authorities should fail to agree on any tariff, the Contracting Parties themselves shall endeavour to resolve the dispute. If the Contracting Parties should fail to agree, the matter shall be referred for decision to arbitration, as provided in Article 11 of the present Agreement.

(4) If the aeronautical authorities of either Contracting Party inform the aeronautical authorities of the other Contracting Party in writing that they

formally disapprove any tariff submitted to them in accordance with paragraph (1) of this Article, that tariff shall not go into effect until it has been approved by the aeronautical authorities of both Contracting Parties or by the Contracting Parties themselves, as the case may be.

(5) Pending the fixing of tariffs in accordance with the provisions of this Article, the tariffs already in force shall be charged.

(6) The tariffs referred to in paragraph (1) of this Article shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the tariffs charged by other airlines on any part of the route.

Article 8

(1) To the extent to which they are applicable to the air services established under the present Agreement, Articles 9, 11, 13, 15, 24, 31, 32 and 33 of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to these Articles which shall have come into force in accordance with Article 94 of the Convention, in which case the Article as amended shall remain in force for the duration of the present Agreement.

(2) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges:

- (a) in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and
- (b) in the case of fuel and lubricating oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory,

and intended for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured foreign airline, engaged in international air services.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention.

Article 9

If either of the Contracting Parties wishes to discuss with the other Contracting Party any matter relating to the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and such consultation shall begin within sixty days of the date of receipt by the other Contracting Party of the request. If such consultation results in agreement between the said authorities on any modification to the terms of the present Agreement, such modification shall come into effect when it has been confirmed by an exchange of Notes through the diplomatic channel and shall forthwith be communicated to the Council of the International Civil Aviation Organisation.

Article 10

If a general multilateral convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 11

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation,

(a) they may agree to refer the dispute for decision to an arbitral tribunal set up by agreement between them or to some other person or body chosen by agreement between them; or

(b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said Organisation.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of the Contracting Party in default or to the designated airline in default.

Article 12

The present Agreement shall be registered with the Council of the International Civil Aviation Organisation.

Article 13

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organisation. In the absence of acknowledgement of receipt, notice shall be deemed to have been received fourteen days after receipt of the notice by the Council of the International Civil Aviation Organisation.

Article 14

The present Agreement shall enter into force on the date of signature.

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

DONE this Fifth day of August 1949 in duplicate at Colombo, Ceylon, in the English language.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

(Signed) C. G. COSTLEY WHITE
Acting High Commissioner for the United Kingdom in Ceylon

For the Government of Ceylon:

(Signed) J. L. KOTELAWALA
Minister of Transport and Works, Ceylon

SCHEDULE

I

ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES OF THE UNITED KINGDOM

A. Routes terminating in Ceylon territory

- (1) Points in the United Kingdom—Rome or Tripoli or Malta—Cairo or Lydda or Athens—Baghdad or Basra—Bahrein—Karachi—Bombay—Colombo.
- (2) Singapore—Colombo.

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in United Kingdom territory.

B. Routes traversing Ceylon territory

- (1) Points in the United Kingdom—Rome or Tripoli or Malta—Cairo or Lydda or Athens—Baghdad or Basra—Bahrein—Karachi—Bombay—Colombo—Singapore—Batavia—a point in Indonesia—Darwin—Cloncurry—Sydney.

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in United Kingdom territory and include at least one point in a country beyond Ceylon territory.

II

ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES OF CEYLON

A. *Routes terminating in United Kingdom territory*

- (1) Points in Ceylon—Bombay—Karachi—Bahrein—Basra or Baghdad—Lydda or Cairo or Athens—Malta or Tripoli or Rome—London.
- (2) Points in Ceylon—Singapore.

The designated airline or airlines of Ceylon may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Ceylon territory.

B. *Routes traversing United Kingdom territory*

- (1) Points in Ceylon—Singapore—Batavia—a point in Indonesia—Darwin—Cloncurry—Sydney.

The designated airline or airlines of Ceylon may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Ceylon territory and include at least one point in a country beyond United Kingdom territory.

EXCHANGE OF LETTERS

I

Colombo, 5th August, 1949

My dear High Commissioner,

With reference to the Bilateral Air Transport Agreement between the United Kingdom and this country that is being signed today, it was decided in the course of the discussions to place on record the fact that the following points were raised:

- (a) a request by Ceylon for traffic rights at Singapore to a second service that Ceylon may wish to operate in the future through Singapore to points East of Singapore other than those specified in the schedule to the present agreement.
- (b) a request by Ceylon for traffic rights at London to points West of London should Ceylon be in a position in the future to operate to points West of the United Kingdom.

It was agreed that the United Kingdom Government would consider the grant of the above rights should the Government of Ceylon request them at a later date.

I shall be grateful if you will be good enough to confirm the above.

Yours sincerely,

(Signed) J. L. KOTELAWALA
Minister for Transport and Works

Acting High Commissioner for the United Kingdom in Ceylon
Colombo

II

OFFICE OF THE HIGH COMMISSIONER FOR THE UNITED KINGDOM

Colombo, 5th August, 1949

My dear Minister,

I am writing to acknowledge the receipt of your letter of today's date in which is recorded that certain matters were raised in the course of the discussions on the Air Transport Agreement between the Ceylon and the United Kingdom Governments which is being signed today.

2. The United Kingdom Government concurs in the terms of your letter, and endorses the understanding in its penultimate paragraph.

Yours sincerely,

(Signed) C. G. COSTLEY WHITE
Acting High Commissioner

Colonel the Honourable Sir John Kotelawala, M.P.