No. 412

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and SULTANATE OF MUSCAT AND OMAN

Civil Air Agreement. Signed on 5 April 1947

English official text communicated by the Secretary-General of the International Civil Aviation Organization. The registration took place on 13 April 1949.

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

et

SULTANAT D'OMAN ET MASCATE

Accord relatif aux transports aériens civils. Signé le 5 avril 1947

Texte officiel anglais communiqué par le Secrétaire général de l'Organisation de l'aviation civile internationale. L'enregistrement a eu lieu le 13 avril 1949.

No. 412. CIVIL AIR AGREEMENT¹ BETWEEN THE GOVERN-MENTS OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SULTANATE OF MUSCAT AND OMAN. SIGNED ON 5 APRIL 1947

Heads of Agreement between His Majesty's Government in the United Kingdom and the Sultan of Muscat and Oman

1. The Sultan agrees to grant to His Majesty's Government exclusive rights to establish and maintain as his agents and subject to the provisions of this Agreement and of the Air Navigation Regulations for Civil Aircraft issued by him, aerodromes and ancillary services at the places mentioned in Schedule I and to charge fees in respect of the use of the aerodromes and such ancillary services.

2. The Sultan agrees that sole discretion as to the appointment of agents (a) to manage and (b) to maintain the aerodromes on his behalf shall be vested in His Majesty's Government during the period of this Agreement. Such agents shall exercise supervision, in respect of such aerodromes, necessary for the carrying out of the Air Navigation Regulations, with the exception of air sanitary formalities which will be exercised by the Quarantine Medical Officer, and of the passport and customs regulations, which will be exercised by the Passport and Customs officials respectively, of the Sultan.

3. Aircraft authorised to fly over and land in the Sultan's territories shall be permitted to use the aerodromes subject to the conditions of this Agreement.

4. His Majesty's Government is authorised to grant on behalf of the Sultan the right to land at airfields mentioned in Schedule I for non-traffic purposes or to make flights across his territories to all aircraft not engaged in scheduled international services.

5. All transactions and correspondence, whether by British or foreign companies or pilots authorised to use the aerodromes on technical matters concerning the management of the aerodromes, shall be conducted with the relevant British Authorities.

¹Came into force on 5 April 1947, by signature.

6. The use of the aerodromes and facilities shall be subject to the regulations and conditions approved by the Sultan subject to such amendments as may from time to time be agreed by the parties to this Agreement.

7. The Sultan agrees that His Majesty's Government may erect, maintain and operate, either directly or through agents appointed by them, wireless transmitting and receiving and direction-finding stations for the purpose of communicating with aircraft. Should it be necessary to establish such a station outside the limits of an aerodrome, the Sultan's prior approval to the site is to be obtained.

8. Aircraft authorised to fly over and land in the territories of the Sultan shall be allowed to send and receive communications by wireless to and from such stations.

9. The Sultan agrees that His Majesty's Government directly or through their agents shall charge landing and housing fees and other charges at the rates specified in Schedule II to this Agreement as amended from time to time, and that in recognition of His Majesty's Government's expenditure on the aerodromes and of the consideration paid to the Sultan under Clause 16 below, His Majesty's Government shall for the period of this Agreement retain such fees and charges.

10. His Majesty's Government shall fix and post up in a prominent place at the aerodrome a scale of charges for attendance and facilities for aircraft and personnel using the aerodromes.

11. His Majesty's Government shall have the sole right to supply either directly or through their agents fuel and lubricants to users of the aerodromes at rates which shall be posted up in a prominent place at the aerodromes.

12. The Sultan agrees to grant to His Majesty's Government or their appointed agents the right to send from and receive at any W/T station established and operated under this Agreement wireless communications relating to aircraft and to levy and retain charges in respect of such communications.

13. The Sultan agrees that His Majesty's Government or their appointed agents may levy and retain charges in respect of meteorological reports and messages specially obtained or sent by them in relation to aircraft.

No, 412

14. The Sultan agrees that His Majesty's Government may at their option arrange with users of the aerodromes for the payment by such users to them of a consolidated sum in respect of all charges, including landing and housing fees, arising in connection with the user of the said aerodromes.

15. Spare parts and equipment imported into the territories of the Sultan for incorporation in or use on an aircraft engaged in a scheduled international air service shall be admitted free of customs duty subject to compliance with the Sultan's regulations which may provide that the articles shall be kept under customs supervision and control.

16. His Majesty's Government shall pay to the Sultan in respect of the lease of the aerodromes listed in Schedule I and for the privileges enumerated above, an inclusive annual rental of pounds sterling 6,000/-.

17. This Agreement shall be renewable at the option of His Majesty's Government with the concurrence of the Sultan at the conclusion of seven years from the date of signature, subject to such amendments as may be thought to be desirable by His Majesty's Government and the Sultan. The amount negotiated under Article 16 shall in any case be subject to revision at the expiry of the first three years.

(Signed) SAID BIN TAIMUR Sultan of Muscat and Oman

(Signed) W. R. HAY Political Resident, Persian Gulf

5th April, 1947.

SCHEDULE I

The following is a list of the aerodromes (including flying-boat bases) referred to in Article 16 of the Agreement:

Salalah Masirah Gwadur

SCHEDULE II

LANDING FEES

Landing fees will be assessed according to the maximum permissible weight authorised by the Certificate of Airworthiness. Details of the charges are set out below:

Weight (as defined above) not exceeding lbs.	$\mathop{\mathrm{Singl}}_{\pounds}$	e lan		Weight (as defined above) not exceeding lbs.	Singl £	e land s.	ling d.
1001							
1,200	. 0	6	3	15,000	. 3	15	0
1,800	. 0	12	6	20,000	. 4	7	6
2,200	. 0	17	6	25,000	. 5	0	0
3,000	. 1	2	6	30,000	. 5	12	6
4,500	. 1	11	3	Over 30,000 lbs. add for			
7,000	. 2	10	0	each additional 5,000 lbs.			
10,000	. 3	2	6	or part thereof	. 0	12	6

HOUSING FEES

Housing fees will be assessed on the basis of space occupied, i.e. the product of the span of the aircraft, as housed, and its maximum length. Details of the charges are set out below:

Area (as defined above) U not exceeding (commercia sq. ft.			ate)	Area (as defined above) Ur not exceeding (commercial sq. ft.	o to and £	24 ho priva s.	ours ite) d.
300	0	2	6	7,000	2	5	0
500	0	4	0	8,000		10	0
700	0	5	6	9,000	-		0
1,000	0	8	0	10,000	3	0	0
1,500	0	12	0	11,000	3	5	0
2,000	0	16	0	12,000	3	10	0
3,000	1	5	0	Over 12,000 sq. ft. add for			
4,000	1	10	0	each additional 1,000 sq. ft.			
5,000	1	15	0	or part thereof	0	5	0
6,000	2	0	0				